



## Area Allocation Permanent Process

### Commitments Assignments and Holding Changes

Bogotá, D.C., (or City) of \_\_\_ (day) of \_\_\_\_\_ (month) of 20\_\_ (date of preparation)

The undersigned, \_\_\_\_\_, (names and surnames) , identified with \_\_\_\_\_ (identification card), alien identification card or passport) No. \_\_\_\_\_ issued in \_\_\_\_\_ (city or country, if dealing with the first two or the third, respectively) , as representative (legal, authorized) (national and foreign legal persons), representative in Colombia (if the foreign legal person decides to act through the one it is bound to appoint) or proxy (if deciding to participate through a mandatary), of \_\_\_\_\_ (Denomination or Corporate Name of the Legal Person),, in agreement with the bylaws, domiciled in \_\_\_\_\_, (city and country), duly authorized for such purpose through \_\_\_\_\_ (document that accredits the adjective personality of the party signing the Commitment), hereby state to that Agency, that the Legal Person I represent declares and formally and irrevocably accepts the commitments set out hereunder, as per the following considerations:

First: That the Agencia Nacional de Hidrocarburos, ANH, Area Allocation Permanent Process, where the parties interested in filing a Request for Incorporation of Areas, Proposal and Counterproposal must obtain Qualification, in accordance with the Terms of Reference.

Second: That the State legal businesses are *intuito personae*, to the extent that they are entered into on the grounds of the characteristics, qualities, background and conditions of the Contractors.

Third: That the Individual Participant, the Operator and those who have accredited the Capacity requirements to obtain Qualification in order to participate in the Area Allocation Permanent Process, in case of Plural Participants, accept the formal and irrevocable commitment to neither assign nor transfer, be it totally or partially, the proposed Contract, nor its respective share and interest therein, without the prior, express authorization in writing from the ANH. And, in any event, the assignee must meet, at least, the requirements that gave rise to the Qualification, the allocation of the area and the entering into the Agreement(s).

Furthermore, any eventual assignments of the Operator to another member of Plural Contractor, are limited to its maintaining at least a thirty percent (30%) share and interest in the Contract and upholding the conditions that determine the Qualification, Award and Execution thereof.

Fourth: That it is the obligation of the Participants, Proponents and Contractors to advise the ANH of eventual changes of Real Beneficiary or Holding, as well as of events such as merger, split **or equity integration**, and to accredit that with the pertinent transaction or transactions the legal person upholds the Capacity conditions that gave rise to the Qualification for entering into the Contract(s) awarded.

Fifth: The assignment of shares of members of plural Contractors within the corresponding association, in favor of third parties, is not considered as assignment of the Contract, but imposes the corresponding modification of the respective agreement or association agreement, or of the shares in the proposed venture, which also requires prior express, written authorization from the ANH, with the limitation already mentioned regarding the Operator, which must always be a legal





person that meets, at least the same or higher conditions regarding Economic and Financial, Technical and Operational, Environmental Capacity and Corporate Social Responsibility of the Assignor, which resulted in the assignment of the Area and the entering into of the Contract.

Sixth: With the same purpose, the ANH must be advised of any event of assignment or transfer, whether in whole or in part, of shares or equity share in the legal entity of the Contractor, the Operator or other member of a Plural Contractor which has accredited the Financial Economic Capacity, except for open companies or companies listed in Stock Exchanges.

Hence, it Represents and accepts in a formal, irrevocable manner, the following

### COMMITMENTS

1. Any Individual Proponent legal person *or the Operator or any member of Plural Proponent* \_\_\_\_\_, *who have accredited the Capacity requirements for obtaining Qualification in order to participate in the 2018 Permanent Competitive Procedure*, shall request prior, express written authorization of the ANH to assign or transfer, whether totally or partially, the proposed Contract or Contracts or its respective share and interests thereon.

In any event, it accepts that the assignee must meet, at least, the Capacity conditions determining the Qualification, Award and execution thereof.

Furthermore, any assignments of the Operator to another member of Plural Contractor, will be limited to its maintaining at least a thirty percent (30%) share and interest in the Contract and upholding the conditions that determine the Qualification, Award and execution thereof. *(only in the case of Operators of Plural Proponents)*

2. Likewise, *the Operator or any member of Plural Proponent* \_\_\_\_\_, *who have accredited the Capacity requirements for obtaining Qualification in order to participate in the 2018 Permanent Competitive Procedure*, shall request prior, express written authorization of the ANH to assign shares of plural Contractors within the respective association, on favor of third parties, a circumstance that requires the amendment of the pertinent contract or association agreement, or the shares in the proposed venture, with the limitation mentioned regarding the Operator, which must always be a legal person that meets, at least the same or higher conditions regarding Economic and Financial, Technical and Operational, Environmental Capacity and Corporate Social Responsibility of the Assignor, which resulted in the assignment of the Area and the entering into the Contract.

3. Advise the ANH, within thirty (30) Calendar Days following its perfectioning, about any transaction that involves the change of Real Beneficiary or Holding of the Participant, Proponent and/or Contractor, Operator of member of Plural Contractor, as well as events related to merger, split **or equity integration** of the respective legal persons.

4. Similarly, with the same purpose and within the same time frame, the ANH must be advised of any event of assignment or transfer, whether in whole or in part, of the equity share in the legal entity of the Contractor, the Operator or other member of a Plural Contractor which have





accredited the Financial Economic Capacity requirements, also except for open companies, or companies listed in Stock Exchanges.

5. Accredited in writing to the ANH that, following any transaction that involves change of the Real Beneficiary or Holding of the Interested Party, Proponent and/or Contractor, Operator or member of Plural Contractor, as well as any events related to merger, split **or equity integration** of any of such legal persons, or assignment or transfer, either total or partial, of shares or equity shares, except for open corporations, or companies listed in Stock Exchanges, the Capacity conditions and requirements will be the same for filing Proposal, allocating an Area or Areas and entering into the respective Agreements.

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Full name  
Identification  
Representative  
(Legal, Authorized, Proxy)

