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Fs.2051.-.-

Eo.-

SHARE SALE AGREEMENT

EMPRESA NACIONAL DE MINERIA

EXXON MINERALS CHILE INC.

In Santiago de Chile, on January twenty-fourth, nineteen hundred and seventy-eight, before me, Patricio Zaldívar Mackenna, lawyer, Notary Public of this Department and before the witnesses whose names appear at the end of this document; appear: On the one hand, **Mr. LUIS SOTO MACKENNEY**, a Chilean, married, an employee, domiciled in Santiago de Chile, at calle Mac Iver four hundred and fifty-nine, the bearer of identity card number 1930661-5 of Santiago, on behalf of Empresa Nacional de Minería, hereinafter referred as Enami, in his capacity as the Executive Vice-President of said company, a centralized State company of the same domicile; and on the other hand, **Mr. JOHN ELLIOT FROST**, married, an engineer, the bearer of U.S. Passport number E 2097122, domiciled for the purposes of this contract in Santiago de Chile, at Avenida Bernardo O'Higgins 1170, fifth floor, on behalf of Exxon Minerals Chile Inc., a Panamanian company, domiciled for the purposes of this contract in Santiago de Chile, at Avenida Bernardo O'Higgins 1170, fifth floor, in his capacity as the President of said company. The appearing parties, whose legal capacities are evidenced at the end of this instrument, are of legal age and they both verified their identities with the above mentioned documents. They both stated the following: **FIRST CLAUSE:** Enami sells and transfers the ownership to Exxon Minerals Chile

Inc., and Exxon Minerals Chile Inc. purchases and accepts the ownership, according to the terms and conditions provided in this agreement, of 53,411,076 Series A shares, hereinafter referred as “shares”, of the Compañía Minera Disputada de las Condes S.A. company, hereinafter referred as “Disputada”, representing the eighty-six point fifty-eight percent (86.58%) of the issued shares recorded on the following certificates: certificate number 25,897 for 19,829,269 shares; certificate number 26,094 for 11,628,927 shares; certificate number 26,095 for 10,974,690 shares; certificate number 28,061 for 10,973,190 shares; certificate number 25,947 for 500 shares; certificate number 27,064 for 500 shares, certificate number 27,372 for 500 shares, certificate number 27,405 for 500 shares; certificate number 27,612 for 500 shares; certificate number 27,614 for 500 shares, 28,123 for 1,000 shares; certificate number 28,060 for 500 shares and certificate number 28,059 for 500 shares. **SECOND CLAUSE** The purchase price per share is provisionally settled as two dollars and one cent, that, is a total provisional purchase price for the 53,411,076 shares of USD 107,356,262.76.- This price has been determined on the basis of the Net Assets of Disputada

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of USD 29,331,334 as shown in the balance sheet of Disputada dated August 31, 1977, which is filed under number 60 at the Notary Public's Office of Mr. Patricio Zaldívar Mackenna.- In order to determine the final price per share, the difference between the net assets of Disputada, which was USD 29,331,334 on August 31, 1977, and the net assets of Disputada on the date of the First Close, defined on Clause number Three, resulting from Disputada's balance on that date, shall be divided by the total amount of shares issued by Disputada, which is 61,689,600. The provisional price of two dollars and one cent shall be increased or reduced according to said result. The balance sheet mentioned above shall be prepared according to the same accounting basis and principles used during the preparation of the balance carried out in United States Dollars on August 31, 1977, as described in the notes of said balance sheet and the report of Deloitte Plender Haskins Sells & Co., independent auditors, dated November 18, 1977. The final price per share shall be multiplied by 53,411,076 shares so as to determine the total purchase price to be paid to Enami for the Shares. Notwithstanding the foregoing, the Auditing firm appointed by "Enami" shall have the full right to access and review all records and documents which have been used during the preparation of: First/ Balance sheet in Chilean pesos dated

August 31, 1977; Second/ Conversion and Preparation of the balance sheet in USD on August 31, 1977; Third/ Balance sheet dated December 31, 1977 in Chilean pesos; Fourth/ Balance sheet in Chilean pesos on the date of the First Accounting Close; and Fifth/ Preparation of the balance sheet in USD on the date of the first accounting close; all for the purpose of verifying the fulfillment of the bases, principles and mechanisms approved in this clause.- **THIRD**
CLAUSE.- At the Close, hereinafter “First Close”, to be carried out on February 1, 1978, at “Enami’s” headquarters located in Santiago, Enami shall deliver to Exxon Minerals Chile Inc., directly or through a third party, the valid Share Certificates for the 53,411,076 Series A shares of Disputada; and Exxon Minerals Chile Inc. shall pay the amount of USD 85,885,010.21 equivalent to the 80% of the provisional purchase price of two dollars and one cent per share, that is to say, USD 107,356,262.76 for the total number of Series “A” Shares. The payment of USD 85,885,010.21 shall be carried out through wire transfer from a bank or banks chosen by Exxon Minerals Chile Inc. and shall be converted to Chilean pesos according to the prevailing exchange rate at the date of the First Close at banks chosen by Exxon Minerals Chile Inc., and the pesos shall be deposited on Enami’s Account number

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9,010,360 at the headquarters of the Banco del Estado de Chile bank.- **FOURTH CLAUSE**.- As required by clauses 11, 12 and 13 of this Agreement, a Final Close shall be carried out as soon as the Net Assets of Disputada on the date of the First Close have been determined as provided by the Second Clause. The Final Close shall take place within 90 days after the First Close. At the Final Close, the party owing the difference between 80% of the provisional purchase price and the final purchase price shall pay the difference to the other party. In case the final purchase price is greater than 80% of the provisional purchase price, Exxon Minerals Chile Inc. shall pay that difference to Enami through wire transfer from a bank or banks chosen by Exxon Minerals Chile Inc. and it shall be converted to Chilean pesos according to the prevailing exchange rate on the date of the Final Close at banks chosen by Exxon Minerals Chile Inc., and the pesos shall be deposited in Enami's aforementioned Account . The unpaid balance shall accrue an interest of 6% per year after 45 days from the date of the First Close. If this purchase price is less than 80% of the provisional purchase price, Enami shall pay this difference to Exxon Minerals Chile Inc. in US Federal Fund dollars at a bank or banks appointed by Exxon Minerals Inc. in the United States of America.- **FIFTH CLAUSE**.- Exxon Minerals Chile Inc. shall purchase any and all of Disputada's Series B shares that the owners of those shares might offer to Exxon Minerals Chile Inc., at the final purchase price per share in USD paid by Enami, payable in Chilean pesos at the prevailing exchange rate on the date of payment.

This obligation by Exxon Minerals Chile Inc. shall expire on the first day of June, nineteen seventy eight.- **SIXTH CLAUSE**.- Exxon Minerals Chile Inc. shall itself pay all the fees and tax for the transfers and transactions, if any, as needed to transfer the shares of Disputada to Exxon Minerals Chile Inc.- **SEVENTH CLAUSE**.- Exxon Minerals Chile Inc. agrees that it will be obligated by the resolutions adopted at the Extraordinary General Shareholders Meeting of Disputada held on the sixteenth day of August, nineteen seventy seven and by the Board of Directors of Disputada at its Special Meeting number eight hundred and seventy seven, held on the twenty seventh day of September, nineteen seventy seven, which refers to the swap or waiver of certain mining rights which should be carried out with Corporación Nacional del Cobre de Chile – CODELCO – CHILE, Andean Division, pursuant to agreements signed by both companies on the ninth day of September, nineteen seventy seven; and after becoming the majority shareholder of Disputada it will cause Disputada to issue the necessary authorizations and sign the pertinent documents in timely fashion in order to carry out that exchange or waiver at the moment it is needed, once the legal formalities are completed and they are carried out in accordance with Decree-Law number two thousand one hundred and twenty eight of the nineteenth day of January, nineteen seventy eight.- **EIGHTH CLAUSE**.- A.- Enami states and assures Exxon Minerals Chile Inc. that Enami has full valid title, free and clear of liens and encumbrances, and that it is legally authorized to sell and transfer the fifty three million four hundred and eleven thousand seventy six shares of Disputada, Series A, to Exxon Minerals Chile Inc.

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B.- Enami states and assures Exxon Minerals Chile Inc. that Disputada has not taken on any important financial obligations, nor has it incurred in any significant obligations or encumbered or transferred any of its properties or has entered into any agreement for the sale of an important part of its production between the thirty-first day of August, nineteen seventy seven and the date of this agreement, other than those items which have been specifically reported to Exxon Minerals Chile Inc.; and that Disputada will persevere with the foregoing until and including the date of the First Closure, unless it has the previous consent given in writing by Exxon Minerals Chile Inc.- C.- Enami clarifies and affirms that up to the date of this agreement Disputada has maintained all its properties in a good working condition, other than legitimate wear and tear and likewise except for the inventories sold by Disputada in its ordinary course of business.- D.- Enami states and affirms that Enami will not take any action and that it undertakes that Disputada will refrain from any action from the date of execution of this agreement to the First Closure that could alter, modify or change the warranties, obligations and agreements or the facts, acts or events that have been used as a premise or basis for this purpose, contained in this agreement, and that Enami will adopt all the necessary measures, and will cause Disputada to adopt any necessary measures, to avoid any alteration, modification or change in said warranties, obligations and agreements such that they are and will be true and valid at the date of issue of this agreement and that of the First Closure, and that if any errors or omissions are discovered concerning any of the matters to which this agreement refers, Enami and Disputada will correct such errors or omissions in the shortest possible term, without prejudice to the provisions set out in clause two.-

NINTH CLAUSE.- A.- Enami undertakes herein, for a term of ten years or for the current term of the statute of limitations applicable the time when legal proceedings are instituted against Disputada or Exxon Minerals Chile Inc. or their subsidiaries, to safeguard, remedy and protect the ownership, and to compensate Exxon Minerals Chile Inc. and its subsidiaries against any loss by Exxon Minerals Chile Inc., its subsidiaries and its successors and assignees that might ensue from legal claims or controversies which have arisen or may arise from any previous owner or from any person with regard to the ownership of the Series A shares of Disputada, outstanding price balances, liens and, in general, with regard to the certificates and rights of Enami to sell those Series A shares to Exxon Minerals Chile Inc.- B.- Enami undertakes herein and for the same period mentioned in item A), to safeguard, remedy and protect the ownership, and to compensate Exxon Minerals Chile Inc. against any loss by Exxon Minerals Chile Inc. that might ensue from third-party obligations of Disputada which are not reported in the balance sheets of Disputada before the date of the First Close, to the extent of the rate of holding in the total shares of Enami represented by the Series A shares transferred to Exxon Minerals Chile Inc., eighty six point fifty eight per cent, with the exception of those which have been considered for the price adjustment.-**TENTH CLAUSE.**- On or before the date of the First Close, Enami shall undertake that the current Directors of Disputada resign from the Board of Directors and it shall adopt measures for them to be replaced by those appointed by Exxon Minerals Chile Inc.-

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ELEVENTH CLAUSE.- As a condition precedent of this contract, prior to the First Close, the following documents must be signed or granted and an authenticated copy must be delivered to Exxon Minerals Chile Inc. by Enami or Disputada.- **A.-** The authorization, approval and acceptance by the Board of Directors of Disputada, of the transfer of shares of Disputada from Enami to Exxon Minerals Chile Inc.- **B.-** The written instructions given by Enami to the drawer, Banco de Crédito e Inversiones, in order to settle and release Bank Guarantee Form number four hundred eighty eight, issued on the sixteenth day December, nineteen seventy-seven by said Bank, transferred in favor of Enami for the equivalent of one million dollars, and the return of said form to Exxon Minerals International Inc., must have been carried out upon subscription of this contract.- **TWELFTH CLAUSE.**- The parties agree that, should any de facto or de jure changes occur rendering it impossible to comply with each and every one of the conditions contained in this contract upon the date of the Final Close, including those indicated below, said close shall not be carried out until the following conditions are met: **A.-** That the balance sheet and Closing Audit mentioned in the Second Clause have been completed and accepted by both parties.- **B.-** That the final price for each share has been established in accordance with said balance sheet.- **THIRTEENTH CLAUSE.**- Prior to the date of the First Close, Enami shall provide Exxon Minerals Chile Inc., and by the date of the First Close Exxon Minerals Chile Inc. must have received, every necessary document reasonably required by Exxon Minerals Chile Inc. in order to evidence: **A.-** That Enami's title to the Series A shares was validly acquired and that Enami's title to the Series A shares at the date of the First Close is and will be valid, negotiable and transferrable, and that Enami has obtained every authorization required by the law, regulations,

contracts and its articles of incorporation-statutes in order to sell and transfer the Series A shares to Exxon Minerals Chile Inc., and that Enami has legal rights and faculties to sell and transfer the Series A shares to Exxon Minerals Chile Inc.; and **B.-** That Disputada has not undertaken any financial obligation of importance, has not incurred in any significant obligations, and has not encumbered or transferred any of its assets, nor has it entered into contracts of any kind for the sale of an important part of its production prior to the date of the present contract, with the exception of those items which have been specifically reported to Exxon Minerals Chile Inc.; and that Disputada will comply with the foregoing until and including the date of the First Close, for the transfer and delivery of shares and control from Disputada to Exxon Minerals Chile Inc., unless it has been granted prior written consent by Exxon Minerals Chile Inc.- Enami will also provide Exxon Minerals Chile Inc. with an opinion from Enami's attorney addressed to Exxon Minerals Chile Inc. establishing that: **ONE.-** Disputada is an existing, solvent and validly constituted company under the laws of the Republic of Chile.- **Two.-** The shares belong to Enami under full and legitimate title, and are free and clear of any liens or encumbrances. **THREE.-** Enami, its Board of Directors and the [state] of Chile and Disputada, its Board of Directors and its shareholders, have taken every necessary measure and have obtained all permits, authorizations, approvals or statements from every court or government department or otherwise which might be required in order to transfer and deliver the Series A shares to Exxon Minerals Chile Inc., and in order to authorize the execution, delivery and performance of this contract, in strict compliance with the laws of the Republic of Chile.- **FOURTEENTH** **CLAUSE.-** Through this act, Exxon Minerals

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Chile Inc., gives Enami or another entity belonging entirely to the State of Chile which may be appointed by Enami, the right to purchase shares of Disputada from Exxon Minerals Chile Inc. up to a maximum number, so that the shares thus purchased by Enami, when added to the shares of Disputada owned by parties other than Exxon Minerals Chile Inc. or any affiliate of the Exxon Corporation, do not exceed forty nine percent of the total existing shares as of the date of purchase, pursuant to the following terms and conditions: [circled:] **ONE.**- When Exxon Minerals Chile Inc. has completed its feasibility studies and has made the decision to proceed with the execution of a substantial expansion project, it shall so notify Enami, which may, within one hundred and twenty days following said notice, notify Exxon Minerals Chile Inc. of its intention to exercise its right, informing Exxon Minerals Chile Inc. of the number of shares it wishes to purchase, up to the maximum number indicated above.- Said shares shall be transferred to Enami and the purchase price shall be paid within thirty days following said notice.- The total number of shares which Enami may purchase shall be comprised of equal percentages of each of the groups of shares described as follows: The original Group of shares purchased by Exxon Minerals Chile Inc. from Enami.- Each subsequent group of shares issued after the date of this contract through capital increases exceeding the value of Disputada's net assets, according to the Final Close.- The purchase price of the original shares shall be the same price in dollars paid by Exxon Minerals Chile Inc. to Enami, increased by a yearly compounded ten percent, from the date of purchase of those shares until the date of sale, according to this contract.-

Unofficial Translation

In order to determine the price of the subsequent groups of shares, the calculations shall be made using generally accepted accounting principles and rules, coinciding with the ones that Exxon and its affiliates use in their accounting throughout the world and calculated in USD, whether, Disputada carries its accounting in USD or in pesos.- The price for each one of this subsequent groups shall be the price in USD, payable by Exxon Minerals Chile Inc. for the aforementioned shares or the par value expressed in USD, for the shares issued against accounts that are not from Disputada's capital, increasing by ten per cent in compound terms per year from the date of issue, until the purchase date by Enami or its delegate.- Enami shall also pay Exxon Minerals Chile Inc., as part of the price, a proportional amount from the uncanceled funds of the unenforceable liability of Disputada on the date of the purchase, corresponding to the percentage of the shares purchased.- In addition, Enami shall assume its proportional quota in any loan or security given by Exxon Minerals Chile Inc. or its affiliates to Disputada through the payment to Exxon Minerals Chile Inc. from the proportional quota of the principal amount of any outstanding loan, thereby subrogating itself in that portion of the loan, and Enami shall contribute with its proportional quota to any new loan or capital increment required by Disputada.- All the amounts shall be calculated and payable in USD.- [circled:] TWO.- If Enami does not exercise its right in the manner provided in the first paragraph above, said right may be exercised within the thirty days subsequent to January first of the first year following six

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full calendar years from the time Disputada has reached the production capacity designed in the substantial expansion project, at a share price equal to the average annual profit per share during the period of five calendar years ended on the December thirty-first immediately preceding the day of exercise multiplied by eight, plus the value per share of unappropriated profits at the date when that right will be exercised, provided the price per share is in no case lower than the price in USD per share paid by Exxon Minerals Chile Inc., increasing by a compound ten per cent per year from the date of acquisition of these shares by Exxon Minerals Chile Inc. and/or of their issuance to the date of purchase of those shares by Enami, or by an entity designated by it, adjusted, when appropriate, for any amount applicable to the par value of the Disputada shares, plus the value per share of the unappropriated profits.- The total number of shares that Enami may purchase will be composed of equal percentages of each group of shares, defined in the first paragraph of this fourteenth clause.- For this purpose, the average annual profit shall be calculated in USD according with the aforementioned accounting principles.- In addition, Enami shall assume its proportional quota of any outstanding loans made by Exxon Minerals Chile Inc. or an affiliate of Exxon Corporation to Disputada through payment to Exxon Minerals Chile Inc. or to the affiliate, of the proportional part of the pertinent principal amount owed.- All the amounts shall be calculated and payable in USD.-

[circled:] THREE.- If Enami should decide not to exercise its right envisaged in the foregoing paragraphs one and two, the option may be exercised on the same terms and conditions set out in the foregoing paragraph two, within thirty days from the first of January of the year corresponding to the third year of each of the consecutive three-year terms following the year in which Enami declined to exercise its option envisaged in the foregoing paragraph two.- FOUR.- If Enami does not exercise its right within fifty years from the date of this agreement, Enami shall forfeit its right due to breach of contract and must pay Exxon Minerals Chile Inc. the sum of one thousand dollars.- FIFTEENTH CLAUSE.- For all the intents and purposes of this agreement, the parties agree to submit to the jurisdiction of the Courts of Santiago de Chile.- The legal standing of Mr. John Elliot Frost is substantiated in the power of attorney issued in the United States of America on the sixteenth day of January, nineteen seventy-eight, officially recorded as a public instrument at this Notarial Office under number fifty nine on today's date.- The legal standing of Mr. Luis Soto Mackenney is evidenced in Decrees thirty five and thirty nine of the Ministry of Mining, officially recorded as a public instrument at the Notarial office of Mr. Alvaro Bianchi Rosas on the twenty-third day of April, nineteen seventy-six and of the Extraordinary Meeting of the Board of Directors, number four hundred and sixty-seven, held on the twenty-sixth day of December, nineteen seventy-seven, which document is included at the end of my Records as number sixty-one.- In witness whereof, they read and sign this document.- Witnesses to this act were Mr. Guillermo Carey Tagle and Mr. Roberto Guerrero del Río.- A copy was given.- The tax of nine hundred and ninety pesos was paid in revenue stamps.- I testify to this.- LUIS SOTO M.- JOHN E. FROST.- R. Guerrero del R.- G. Carey T.- Before me, P. Zaldívar M., Not.- A MARGINAL ENTRY READS: Sale of Shares exempt, pursuant to

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Art. 32 N° 9. Option: 1% on value of the promised document determined according to Art. 13
Penalty Clause 1% Art. 1.- Fixed Rate. All pursuant to Decree Law 619.- Illegible signature and
revenue stamp of the Internal Tax Service.- Legal Section.- 1/26/78.- New Study: Modify
resolution of 1/26/78 regarding tax liability of the option; pay in this respect a fixed Tax pursuant
to Art. 1.- Tax payable in the form of revenue stamps.- Illegible signature and Internal Revenue
Service stamp.- Legal Section.- 2/2/78. Agreed.-

THIS SECOND COPY COINCIDES WITH ITS ORIGINAL.- Done in Santiago, on the seventh
day of March, nineteen seventy-eight.

[signature]

[illegible stamp]