

POST-CLOSING MATTERS AGREEMENT (this "Agreement"), dated as of November 9, 2011, between Inversiones Anglo American Sur S.A. (the "Seller") and MC Resource Development Ltd. (the "Purchaser").

In consideration of the covenants and agreements set forth in this Agreement and other good and valuable consideration, and intending to be bound hereby, the Seller and the Purchaser hereby agree as follows:

SECTION 1. Transfer Restrictions; Right of First Offer. (a) The Purchaser agrees that it will not make any Sale of, or create, incur or assume any Encumbrance with respect to, any Company Shares owned, of record or beneficially, by the Purchaser, except for a Sale of Company Shares (i) to the Seller, or (ii) to a third party or third parties in accordance with the provisions of clauses (b) through (f) below and only to the extent that prior to the consummation of any such Sale, the Person to whom such Sale is proposed to be made (a "Prospective Transferee") (A) executes and delivers to the Seller an assumption agreement, satisfactory in form and substance to the Seller, in respect of each of the Purchaser's obligations under this Section 1, and (B) unless such Prospective Transferee is a recognized institutional investor, delivers to the Seller an opinion of counsel, satisfactory in form and substance to the Seller, to the effect that the execution of such assumption agreement by such Prospective Transferee makes the obligations of this Section 1 legal, valid and binding obligations of such Prospective Transferee enforceable against such Prospective Transferee in accordance with its terms.

(b) If the Purchaser desires to effect a Sale of all or any portion of Company Shares to a third party or third parties, the Purchaser shall deliver a written notice (an "Offer Notice") thereof to the Seller, which notice shall set forth all of the material terms and conditions, including, without limitation, the number of Company Shares to be sold (the "Offered Shares") and the purchase price per Company Share (the "Offer Price") (which shall be payable solely in cash in one lump sum payment), on which the Purchaser offers to sell the Offered Shares to the Seller (the "Offer").

(c) The receipt of an Offer Notice by the Seller from the Purchaser shall constitute an exclusive offer by the Purchaser to sell to the Seller all (but not less than all) of the Offered Shares at the Offer Price. Such offer shall remain open and irrevocable until expiration of thirty days after receipt of such Offer Notice by the Seller (the "Offer Period"). At any time prior to expiration of the Offer Period, the Seller shall have the right to accept the Purchaser's offer as to all of the Offered Shares by giving a written notice of election (the "Notice of Election") to the Purchaser and, in such case, the Seller shall purchase from the Purchaser, and the Purchaser shall sell to the Seller all of the Offered Shares. The price per Company Share to be paid by the Seller shall be the Offer Price specified in the Offer Notice, payable in cash in accordance with the terms of the Offer Notice.

(d) The Purchaser and the Seller shall select, for consummation of the Sale of Offered Shares to the Seller, a date not later than 30 days (or longer if required under applicable Antitrust Laws,) after expiration of the Offer Period. At the consummation of such Sale, the Purchaser shall, against delivery by the Seller of the Offer Price multiplied by the number of Company Shares being purchased by the Seller, deliver to the Seller certificates evidencing the Offered Shares being sold, duly endorsed in blank or accompanied by written instruments of

transfer in form satisfactory to the Seller duly executed by the Purchaser, free and clear of any and all Encumbrances (other than the provisions of this Section 1).

(e) In the event that (i) the Seller shall have received an Offer Notice from the Purchaser but the Purchaser shall not have received a Notice of Election indicating a desire to purchase, in the aggregate, all the Offered Shares prior to expiration of the Offer Period or (ii) the Seller shall have given a Notice of Election to the Purchaser but shall have failed to consummate, other than as a result of the fault of the Purchaser, a purchase of all of the Offered Shares within the time frame specified in paragraph (d) above, then nothing in this Section 1 shall limit the right of the Purchaser to make thereafter a Sale of all Offered Shares not accepted for purchase by the Seller pursuant to a Notice of Election and/or which the Seller shall have failed to purchase as specified in clause (ii) above (collectively, the "Remaining Shares"); provided that:

(A) the total number of Company Shares sold by the Purchaser for his own account to the third party who made the Offer shall be not more than the number of Remaining Shares; and

(B) all the Remaining Shares that are sold or otherwise disposed of by the Purchaser are sold (1) within 30 days (or longer, if required under applicable Antitrust Laws) after expiration of the Offer Period, (2) at an amount not less than the Offer Price included in such Offer Notice, and (3) on the terms specified in the Offer Notice.

(f) In the event that (i) the Seller shall have received an Offer Notice from the Purchaser, (ii) the Purchaser shall not have received a Notice of Election indicating a desire to buy all or part of the Offered Shares prior to the expiration of the Offer Period or the Seller shall have failed to purchase such number of Offered Shares as to which the Seller shall have accepted the Purchaser's Offer pursuant to a Notice of Election as specified in Section 1(e)(ii) above, and (iii) the Purchaser shall not have sold the Remaining Shares before the expiration of the period specified in Section 1(e)(B) above, then the Purchaser shall not attempt to make a Sale of Company Shares pursuant to Section 1(a)(ii) (and shall not give another Offer Notice) for a period of six months from the day the Offer Notice was delivered.

SECTION 2. Confidentiality. From and after the execution of this Agreement, the Purchaser agrees that it shall not disclose to any unauthorized Person or use for its own purposes (other than pursuant to a sale of Company Shares covered by Section 1 pursuant to a confidentiality agreement on reasonably customary protective terms and approved by the Seller acting reasonably) any Confidential Information without the prior written consent of the Seller, unless and to the extent that the aforementioned matters become generally known to the public or to the trade other than as a result of the Purchaser's acts or omissions in violation of this Section 2, or the Purchaser is required to disclose such matters under applicable law regulation or the rules of any stock exchange or listing authority; provided, however, that if the Purchaser receives a request to disclose Confidential Information pursuant to a deposition, interrogation, request for information or documents in legal proceedings, subpoena, civil investigative demand, governmental or regulatory process or similar process, (i) the Purchaser shall (to the extent permitted by law) promptly notify in writing the Seller, and consult with and assist the Seller in

seeking a protective order or request for other appropriate remedy, (ii) in the event that a protective order or remedy is not obtained, or if the Seller waives compliance with the terms hereof, the Purchaser shall disclose only that portion of the Confidential Information which, based on the advice of the Purchaser's legal counsel, is legally required to be disclosed and shall exercise reasonable best efforts to provide that the receiving Person shall agree to treat such Confidential Information as confidential to the extent possible (and permitted under applicable law) in respect of the applicable proceeding or process, and (iii) the Seller shall be given an opportunity to review the Confidential Information prior to disclosure thereof.

SECTION 3. Defined Terms.

- (a) "Action" means any claim, action, suit, litigation, arbitration, inquiry, hearing, proceeding or investigation (whether in tort, contract or otherwise) by or before any Governmental Authority or any arbitrator.
- (b) "Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.
- (c) "Antitrust Laws" means all applicable antitrust, competition, or trade regulation Laws.
- (d) "Company" means Anglo American Sur S.A.
- (e) "Company Shares" means the issued and outstanding shares of capital stock of the Company.
- (f) "Confidential Information" means information, observations and data concerning the businesses, affairs, operations, properties, employees or finances of the Company and its Affiliates, including all business information (whether or not in written form) which relates to the Company, its Affiliates (including, without limitation, the terms of the Agreement), or their customers, suppliers or contractors or any other third parties in respect of which the Company or any of its Affiliates has a business relationship or owes a duty of confidentiality, or their respective businesses or products, and which is not known to the public generally or to the trade other than as a result of breach by the Purchaser of the terms of Section 2 of this Agreement, known by the Purchaser prior to it being disclosed to it, or which lawfully comes into the possession of the Purchaser, in each case from a third party not in breach of any contractual or fiduciary duty of confidentiality, which may include: technical information or reports; brand names, trademarks, formulas; trade secrets; unwritten knowledge and "know-how"; customer lists; customer buying records and habits; product sales records and documents, and product development, marketing and sales strategies; market surveys; marketing plans; profitability analyses; product cost; long-range plans; information relating to pricing, competitive strategies and new product development; information relating to any forms of compensation or other personnel-related information; contracts; and supplier lists.
- (g) "control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power

to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

(h) “Encumbrance” means any security interest, pledge, hypothecation, mortgage, lien, restriction or encumbrance.

(i) “Governmental Authority” means any federal, national, supranational, state, provincial, local, foreign or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body of competent jurisdiction.

(j) “Law” means any federal, national, supranational, state, provincial, local or foreign statute, law, ordinance, regulation, rule, decree, writ, judgment, code, order, requirement or rule of law (including common law).

(k) “Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

(l) “Representatives” means directors, officers, employees, agents, advisors or other representatives.

(m) “Sale” means, in respect of any Company Share, any sale, assignment, transfer, distribution or other disposition thereof or of a participation therein, or other conveyance of legal or beneficial interest therein, or any agreement or commitment to do any of the foregoing.

SECTION 4. Termination. This Agreement shall terminate and be of no further force effect upon (a) the entry of the Seller and the Purchaser into a shareholders’ or similar agreement relating to the ownership and/or management of the Company or (b) the time at which the Purchaser owns no Company Shares.

SECTION 5. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by an internationally recognized overnight courier service or by facsimile (with a copy simultaneously sent by overnight courier service) to the respective party hereto at the following addresses (or at such other address for a party hereto as shall be specified in a notice given in accordance with this Section 5):

(a) if to the Seller:

20 Carlton House Terrace
London SW1Y 5AN
England
Facsimile: +44 (0) 20 7968 8755
Attention: Company Secretary

with a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022-6069
Facsimile: (212) 848-7179
Attention: George A. Casey
Michael J. McGuinness

(b) if to the Purchaser:

Mid City Place
71 High Holborn
London WC1V 6BA
United Kingdom
Facsimile: +44 20 7025 3109
Attention: Norikazu Tanaka

with a copy to:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ
Facsimile: +44 20 7006 5555
Attention: Kathy Honeywood

SECTION 6. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

SECTION 7. Specific Performance. The parties hereto acknowledge and agree that the parties hereto would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that any non-performance or breach of this Agreement by any party hereto could not be adequately compensated by monetary damages alone and that the parties hereto would not have any adequate remedy at law. Accordingly, in addition to any other right or remedy to which any party hereto may be entitled, at law or in equity (including monetary damages), such party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement without posting any bond or other undertaking. The parties hereto agree that they will not contest the appropriateness of specific performance as a remedy.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York. All Actions arising out of,


relating to or in connection with this Agreement shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of, relating to or in connection with this Agreement brought by any party hereto; (b) agree that service of process will be validly effected by sending notice in accordance with Section 5; and (c) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts.

SECTION 9. Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above by its respective Representative thereunto duly authorized.

Inversiones Anglo American Sur S.A.

By: 
Name: PAUL CAHILL
Title: AUTHORIZED SIGNATORY.

MC Resource Development Ltd

By: 
Name: NORIKAZU TANAKA
Title: DIRECTOR