

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A):

"Acquisition Proposal" shall mean any offer, proposal, inquiry or indication of interest contemplating or otherwise relating to any Acquisition Transaction, whether oral or written.

"Acquisition Transaction" shall mean any transaction or series of transactions involving:

(a) any merger, consolidation, share exchange, business combination, issuance of securities, acquisition of securities, tender offer, exchange offer or other similar transaction (i) in which CMP or any CMP Company is a constituent corporation; (ii) in which a Person or "group" (as defined in Chilean Applicable Law and the rules promulgated thereunder) of Persons directly or indirectly acquires beneficial or record ownership of securities representing more than fifteen percent (15%) of the outstanding securities of any class of voting securities of CMP or any CMP Company; or (iii) in which CMP or any CMP Company issues or sells securities representing more than twenty percent (20%) of the outstanding securities of any class of voting securities of CMP or such CMP Company;

(b) any sale (other than sales of inventory in the ordinary course of business), lease (other than in the ordinary course of business), exchange, transfer, license (other than nonexclusive licenses in the ordinary course of business), acquisition or disposition of any business or businesses or assets that, individually or in the aggregate, are valued on the Execution Date at or more than One Hundred Million U.S. Dollars (US\$100,000,000); or

(c) any equity participation in any mine or other project of any CMP Company on a joint venture basis or similar arrangement involving assets that, individually or in the aggregate, are valued on the Execution Date at or more than Five Million U.S. Dollars (US\$5,000,000).

"Affiliate" shall mean, 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.

"Agreement" shall mean the agreement to which this Exhibit A is attached and all of its exhibits and schedules, as it may be amended from time to time.

"Applicable Law" shall mean all applicable laws, ordinances, regulations or rules of any governmental, regulatory or administrative body, agent or authority, any court or judicial authority, or any public, private or industry regulatory authority, in effect from time to time, applicable to CAP, any CMP Company, CMH and/or MCI, and their respective businesses, properties, assets, obligations or rights, as the case may be.

"Arbitral Panel" shall have the meaning set forth in Section 7.3.

"Benefit Plan" shall mean any individual or collective bargaining agreement or any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, stock appreciation right, retirement, vacation, severance, disability, death benefit, hospitalization, medical, worker's compensation, supplementary unemployment benefits, or other plan, arrangement or understanding (whether or not legally binding) or employment agreement providing compensation or benefits to any current or former employee, officer, director or independent contractor of any Person or entered into, maintained or contributed to, as the case may be, by such Person.

"BOD" shall mean board of directors.

"Business Day": means a day other than a Saturday, Sunday or other day on which commercial banking institutions in Santiago, Chile are authorized or obligated by law to be closed.

"Business Plan" shall mean the business plan for CMP Companies, as defined in the Shareholders Agreement.

"CAP" shall mean CAP S.A., a corporation organized and existing under the laws of Chile, with its principal office at Avenida Gertrudis Echeñique 220, Las Condes, Santiago.

"CAP Indemnitees" shall mean CAP and CMP and their respective Affiliates, officers, directors, shareholders, representatives and agents.

"CAP Shareholders Meeting" shall mean a meeting of the shareholders of CAP, duly called and conducted pursuant to Applicable Chilean Law.

"Capital Increase" shall mean (i) taking of all corporate actions necessary to increase the capital stock of the Surviving Corporation in the amount of Four Hundred One Million, Three Thousand, One Hundred Fifty-Two U.S. Dollars (US\$401,003,152) by means of the issuance of five hundred eight thousand nine hundred fifty-four (508,954) ordinary shares of common stock to be offered exclusively to the shareholders of the Surviving Corporation; and (ii) the execution and delivery by CAP of the Preemptive Rights Assignment Promise; (iii) the holding of a shareholders meeting of the Surviving Corporation to approve such increase in capital; (iv) execution and delivery by CAP of the Preemptive Rights Assignment Agreement; and (v) MCI's subscribing and paying in cash, an amount equal to Four Hundred One Million U.S. Dollars (US\$401,000,000) for five hundred eight thousand nine hundred fifty (508,950) ordinary shares of common stock issued by CMP as a consequence of such capital increase.

"Capital Increase Closing" shall mean the closing of the Capital Increase.

"Capital Increase Closing Date" shall have the meaning assigned to it under Section 1.10.

"Capital Increase Payment Date" shall have the meaning assigned to it under Section 1.10.2(b).



"Ceiling" shall have the meaning assigned to it under Section 5.4.2.

"Chilean GAAP" shall mean generally accepted accounting principles for financial reporting in the Chile, applied on a basis consistent with the basis.

"Chilean Peso" or CL\$ means the currency of Chile.

"Chilean Tax Code" shall mean the Chilean Tax Code, Decree Law No. 830 of 1974, as amended.

"Chilean Companies Law" shall mean the Chilean Corporations Act (*Ley sobre Sociedades Anónimas*), its Regulation (*Reglamento de Sociedades Anónimas*) and the rules issued by the SVS in connection therewith in effect from time to time.

"CMH Merger Minutes" shall have the meaning set forth in Section 1.2.3(b)(ii).

"CMP Merger Minutes" shall have the meaning set forth in Section 1.2.3(b)(i).

"CMH" shall mean Compañía Minera Huasco S.A., a corporation organized and existing under the laws of Chile, with its principal office in the City of Vallenar, Third Region, Chile.

"CMH Merger Shareholders Meeting" shall have the meaning set forth in Section 1.8.2.

"CMP" shall mean Compañía Minera del Pacífico S.A., a corporation organized and existing under the laws of Chile, with its principal office in the City of La Serena, Fourth Region, Chile.

"CMP Companies" shall mean CMP and its Subsidiaries (excluding CMH and Compañía Minera La Jaula S.C.M.).

"CMP Product(s)" means iron ore, iron pellets and each and all of the other products of any of the CMP Companies, whether currently being distributed, currently under development, or otherwise anticipated to be distributed under the Business Plan.

"CMP Proprietary Rights" shall mean any Proprietary Rights owned by or licensed to any of the CMP Companies or otherwise used in the business of any CMP Company.

"CMP Merger Shareholders Meeting" shall have the meaning set forth in Section 1.8.1.

"Consent" shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

"Contemplated Transactions" shall mean the Merger, the Capital Increase and other transactions contemplated by this Agreement and the other agreements referred to in this Agreement.



"Contract" shall mean any written, oral or other agreement, contract, subcontract, lease, understanding, instrument, note, option, warranty, purchase order, license, sublicense, insurance policy, benefit plan or legally binding commitment or undertaking of any nature.

"Control": means, with respect to any Party any of the following:

- (a) Ownership, directly or indirectly, by such Party, together with its Affiliates, of equity securities entitling it to exercise in the aggregate more than 50% of the voting power of the entity in question, or
- (b) The possession by such Party, together with its Affiliates, through ownership of securities, of the power, directly or indirectly, (A) to elect a majority of the board of directors (or equivalent governing body) of the entity in question; or (B) to direct or cause the direction of the management and policies of or with respect to the entity in question.

"Copyrights" shall mean all copyrights, copyrightable works, semiconductor topography and mask work rights, and applications for registration thereof, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, semiconductor topography works and mask works, and all rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, semiconductor topography and mask work conventions.

"Dispute" shall have the meaning set forth in Section 7.3.

"EHS Liabilities" shall mean any cost, damages, expense, liability, obligation, or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to:

- (a) Any environmental, health, or safety matters or conditions (including on-site or off-site contamination, occupational safety and health, and regulation of chemical substances or products);
- (b) Fines, penalties, judgments, awards, settlements, legal or administrative Legal Proceedings, damages, losses, claims, demands and response, investigative, remedial, or inspection costs and expenses arising under Environmental Law or Occupational Safety and Health Law;
- (c) Financial responsibility under Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any investigation, cleanup, removal, containment, or other remediation or response actions ("**Cleanup**") required by applicable Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or
- (d) Any other compliance, corrective, investigative, or remedial measures required under Environmental Law or Occupational Safety and Health Law.



"Encumbrance" shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, preemptive right, community property interest or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

"Entity" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), firm, society or other enterprise, association, organization or Entity.

"Environment" shall mean the soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

"Environmental Law" shall mean any Chilean Applicable Law that requires or relates to:

(a) Advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment;

(b) Preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the Environment;

(c) Reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;

(d) Assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;

(e) Protecting resources, species, or ecological amenities;

(f) Reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances;

(g) Cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention; or

(h) Making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.



"Equity Interests" shall mean, 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.

"Execution Date" shall have the meaning assigned to it in the preamble of this Agreement.

"Executive Officer" shall mean any officer of a Party responsible for the performance of duties involved in managing the business of such Party, including the Chief Executive Officer, the Chief Operating Officer, any *Gerente*, the General Counsel and other executive officers of such Party having similar executive duties.

"Existing CMH Shares" shall mean the authorized capital stock of CMH which is divided exclusively into two million, one hundred thousand (2,100,000) shares of a single series with non-par value, fully subscribed and paid-up, that have been issued in accordance with Chilean Applicable Law.

"Existing CMP Shares" shall have the meaning set forth in Section 3.1.5.

"Facilities" shall mean any real property, leaseholds, or other interests currently or formerly owned or operated by any of the CMP Companies and any buildings, plants, structures, or equipment (including motor vehicles, tank cars, and rolling stock) currently or formerly owned or operated by any CMP Company.

"Financial Statements" shall mean the consolidated September 30, 2009, audited balance sheet of the CMP Companies and the audited statement of operations and statement of cash flows of the CMP Companies for such period then ended.

"Governmental Authorization" shall mean any: (a) permit, license, certificate, franchise, permission, variance, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Applicable Law; or (b) right under any Contract with any Governmental Body.

"Governmental Body" shall mean any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) national, provincial, district, state, local, municipal, foreign or other government; or (c) governmental or quasi governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal).



"Hazardous Materials" shall mean any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

"IFRS" shall mean International Financial Reporting Standards, in effect from time to time.

"Indemnified Persons" shall have the meaning set forth in Section 5.4.1.

"Indemnitees" shall mean, collectively, the MCI Indemnitees and the CAP Indemnitees.

"Issued Patents" shall mean all issued patents, reissued or reexamined patents, revivals of patents, utility models, certificates of invention, registrations of patents and extensions thereof, regardless of country or formal name, issued by the applicable Governmental Body.

"Knowledge of CMP" shall mean the knowledge of any Executive Officer of CAP or CMP or any Responsible Manager of CMP.

"Labor Board" shall mean the Chilean administrative labor authority.

"Legal Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

"Losses" shall mean any and all direct deficiencies, judgments, settlements, demands, claims, suits, actions, causes of action, assessments, liabilities, losses, damages (including actual damages (*daño emergente*) but excluding loss of profits (*lucro cesante*)), interest, fines, penalties, costs, expenses (including reasonable legal, accounting and other similar service providers' costs and expenses) incurred in connection with investigating, defending, settling or satisfying any and all demands, claims, actions, causes of action, suits, proceedings, assessments, judgments or appeals, and in seeking indemnification therefor.

"MAE on MCI" shall mean with respect to MCI, a material adverse effect on the ability of MCI to consummate the Contemplated Transactions, except to the extent any such effect results from: (a) changes in the industry in which MCI operates or in the economy or the financial, securities or credit markets in Chile or elsewhere in the world, including any regulatory or political conditions or developments, or any outbreak or escalation of hostilities or declared or undeclared acts of war, terrorism, insurrection or natural disasters, that do not disproportionately affect the business, results of operations or condition (financial or otherwise) of MCI, relative to other industry participants, in any material respect; (b) the execution or public disclosure of this Agreement or compliance by MCI with, or the taking of any action required by, this Agreement; (c) fluctuations in the price or trading volume of shares of any trading stock of such Person (provided however, that the exception in this clause (c) shall not prevent or otherwise affect a determination that any



fact, circumstance, event, change, effect or occurrence underlying such fluctuation has resulted in, or contributed to, a MAE on MCI); (d) changes in Applicable Law or in Chilean GAAP; (or the interpretation thereof) after the Execution Date that do not disproportionately affect the business, results of operations or condition (financial or otherwise) of MCI, relative to other industry participants, in any material respect; (e) any legal proceedings made or brought by any of the current or former holders of Equity Interests of MCI (or on their behalf or on behalf of such Persons) arising out of or related to this Agreement or any of the transactions contemplated hereby; or (f) any failure by MCI to meet any published analyst estimates or expectations regarding MCI's revenue, earnings or other financial performance or results of operations for any period or any failure by MCI to meet its internal budgets, plans or forecasts regarding its revenues, earnings or other financial performance or results of operations (provided, however, that the exception in this clause (f) shall not prevent or otherwise affect a determination that any fact, circumstance, event, change, effect or occurrence underlying such failure has resulted in, or contributed to, a MAE on MCI with respect to MCI).

"Material Adverse Effect" or "MAE", shall mean, with respect to any Person, a material adverse effect on the business, results of operations, or condition (financial or otherwise) of such Person and the CMP Companies, taken as a whole, except to the extent any such effect results from: (a) changes in the industry in which such Person or the CMP Companies operate or in the economy or the financial, securities or credit markets in Chile or elsewhere in the world, including any regulatory or political conditions or developments, or any outbreak or escalation of hostilities or declared or undeclared acts of war, terrorism, insurrection or natural disasters, that do not disproportionately affect the business, results of operations or condition (financial or otherwise) of such Person and the CMP Companies, taken as a whole, relative to other industry participants, in any material respect; (b) the execution or public disclosure of this Agreement or compliance by CMP or CMH with, or the taking of any action required by, this Agreement; (c) fluctuations in the price or trading volume of shares of any trading stock of such Person (provided, however, that the exception in this clause (c) shall not prevent or otherwise affect a determination that any fact, circumstance, event, change, effect or occurrence underlying such fluctuation has resulted in, or contributed to, a Material Adverse Effect); (d) changes in Applicable Law or in IFRS and Chilean GAAP; (or the interpretation thereof) after the Execution Date that do not disproportionately affect the business, results of operations or condition (financial or otherwise) of such Person and the CMP Companies, taken as a whole, relative to other industry participants, in any material respect; (e) any legal proceedings made or brought by any of the current or former holders of Equity Interests of such Person (or on their behalf or on behalf of such Persons) arising out of or related to this Agreement or any of the transactions contemplated hereby; or (f) any failure by such Person to meet any published analyst estimates or expectations regarding such Person's revenue, earnings or other financial performance or results of operations for any period or any failure by such Person to meet its internal budgets, plans or forecasts regarding its revenues, earnings or other financial performance or results of operations (provided, however, that the exception in this clause (f) shall not prevent or otherwise affect a determination that any fact, circumstance, event, change, effect or occurrence underlying such failure has resulted in, or contributed to, a Material Adverse Effect with respect to such Person).



"Material Contract" shall mean those agreements set forth in Schedule 3.1.10, and any other agreement to which any CMP Company is a party (including any amendment therein) that:

- i) impose an obligation on such CMP Company that, with other Contracts with the same counterparty, are valued, individually or in the aggregate, equal to or greater than Five Hundred Million Chilean Pesos (CL\$500,000,000); or
- ii) are necessary for the normal operation and business purpose of CMP, and that, if breached by any of the parties thereto, could reasonably be expected to have a Material Adverse Effect on CMP; or
- iii) have not been entered into in the ordinary course of business and that involves expenditures or receipts in excess of Five Hundred Million Chilean Pesos (CL\$500,000,000); or
- iv) (A) relate to the employment of, or the performance of services by, any employee or consultant not in the normal course of business and consistent with past practices and current project and investments, or the employment of any employee in excess of Five Hundred Million Chilean Pesos (CL\$500,000,000); (B) pursuant to which any CMP Company is or may become obligated to make any severance, termination or similar payment to any current or former employee or director in excess of Five Hundred Million Chilean Pesos (CL\$500,000,000); or (C) pursuant to which any CMP Company is or may become obligated to make any bonus or similar payment (other than payments constituting base salary) to any current or former employee or director, in each case, in excess of Five Hundred Million Chilean Pesos (CL\$500,000,000).

"MC" shall have the meaning set forth in the second recital.

"MCI" shall mean M.C. Inversiones Limitada, a company organized as a *sociedad de responsabilidad limitada* and existing under the laws of Chile with its principal office at Avenida Apoquindo 4499, Floor 14, Las Condes, Santiago.

"MCI Indemnitees" shall mean MCI and its respective Affiliates, representatives and agents.

"Merger" shall have the meaning set forth in the fourth recital.

"Merger Closing" shall mean the closing of the Merger.

"Merger Closing Date" shall have the meaning set forth in Section 1.2.1.

"Merger Completion Date" shall have the meaning set forth in Section 1.2.1.

"Minority Shareholders" shall have the meaning set forth in the introductory paragraph.



“Occupational Safety and Health Law” shall mean any Applicable Law, designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

“Off-Balance Sheet Arrangement” shall mean, with respect to any Person, any transaction to which that Person or any of its Affiliates is party has, or in the future may have: (a) any obligation under a direct or indirect guarantee or similar arrangement; (b) a retained or contingent interest in assets transferred to an unconsolidated Entity or similar arrangement; (c) derivatives to the extent that the fair value thereof is not fully reflected as a liability or asset in the financial statements; or (d) any obligation or liability, including a contingent obligation or liability, to the extent that it is not fully reflected in the financial statements (excluding the footnotes thereto) (for this purpose, obligations or liabilities that are not fully reflected in the financial statements (excluding the footnotes thereto) include, without limitation: obligations that are not classified as a liability according to generally accepted accounting principles; contingent liabilities as to which, as of the date of the financial statements, it is not probable that a loss has been incurred or, if probable, is not reasonably estimable; or liabilities as to which the amount recognized in the financial statements is less than the reasonably possible maximum exposure to loss under the obligation as of the date of the financial statements, but exclude contingent liabilities arising out of litigation, arbitration or regulatory actions (not otherwise related to off-balance sheet arrangements)).

“Options” shall mean options, stock appreciation rights, warrants or other rights, Contracts, arrangements or commitments of any character.

“Organizational Documents” shall mean the bylaws and other formation documents for the incorporation or formation of any of the CMP Companies under the Applicable Law of the jurisdiction of its incorporation or formation.

“Parties” shall have the meaning set forth in the introductory paragraph.

“Patent Applications” shall mean all published or unpublished nonprovisional and provisional patent applications, reexamination proceedings, invention disclosures and records of invention.

“Patents” shall mean the Issued Patents and the Patent Applications.

“Person” shall mean any individual, Entity or Governmental Body.

“PLL” shall mean have the meaning set forth in Section 4.1.11.

“Pre-Capital Increase Closing Period” shall mean the period from the Execution Date through and including the Capital Increase Closing Date.

“Preemptive Rights Assignment Agreement” shall have the meaning set forth in Section 1.10.1(d)(i).



"Preemptive Rights Assignment Promise" shall have the meaning set forth in Section 2.1.8.

"Pre-Merger Closing Period" shall have the meaning set forth in Section 4.1.

"Proprietary Rights" shall mean any: (a)(i) Issued Patents; (ii) Patent Applications; (iii) Trademarks, fictitious business names and domain name registrations; (iv) Copyrights; (v) Trade Secrets; (vi) all other ideas, inventions, designs, manufacturing and operating specifications, technical data, and other intangible assets, intellectual properties and rights (whether or not appropriate steps have been taken to protect, under Applicable Law, such other intangible assets, properties or rights); or (b) any right to use or exploit any of the foregoing.

"Qualification" shall have the meaning set forth in Section 7.3.

"Registered Copyrights" shall mean all Copyrights for which registrations have been obtained or applications for registration have been filed with any applicable Governmental Body.

"Registered Trademarks" means all Trademarks for which registrations have been obtained or applications for registration have been filed with any applicable Governmental Body.

"Related Party" shall have the meaning set forth in Article 100 of the Chilean Securities Market Law, Law No. 18,045, as amended.

"Representatives" shall mean officers, directors, employees, agents, attorneys, accountants, advisors and representatives.

"Required Corporate Actions" shall mean (i) the summoning by the CAP BOD of a CAP Shareholders Meeting to ratify (and the approval or ratification by the CAP shareholders of) this Agreement, the Shareholders Agreement, the Merger, the Capital Increase and the other Contemplated Transactions; (ii) the summoning by each of the board of directors of CMP and CMH to the CMP Merger Shareholders Meeting and the CMH Merger Shareholders Meeting, respectively, in order to resolve on the Merger; (iii) the approval by the applicable quorum, of the resolutions contained in the CMP Merger Minutes and of the CMH Merger Minutes, attached herein as Exhibits E and F, respectively; (iv) the duly publication in the Official Gazette and registration in the applicable Registry of Commerce of the excerpts of the public deeds containing the CMP Merger Minutes and of the CMH Merger Minutes; and (v) all necessary resolutions at the board meeting of CMP in order to implement the Merger.

"Responsible Manager" shall mean any officer or manager of a Party responsible for managing the business of such Party as of the Execution Date and as of the Merger Closing Date, including, in the case of CMP and the other CMP Companies, the mine managers or other officers of a Party responsible for the operation of each project shown on the Business Plan (as defined in the Shareholders Agreement) of CMP on such dates.

"Royalty Minero" shall mean the specific tax on mining activities imposed by article 64 bis of Decree Law 824, which was introduced by Law 20,026 (published in the Chilean Official Gazette on June 16, 2005 and its amendments thereof).

"Rules" shall have the meaning set forth in Section 7.3.

"Schedule" shall mean a schedule of this Agreement.

"Share Subscription Agreement" shall have the meaning set forth in Section 1.10.1.(d)(ii).

"Shareholders Agreement" shall have the meaning set forth in the ninth recital.

"Statutory Merger" shall mean a merger by incorporation (*fusión por incorporación*) approved in accordance with Article 99 of the Chilean Companies Law that qualifies as a tax-free reorganization under Article 64 of the Chilean Tax Code.

"Subsidiary" shall mean any entity Controlled by a company.

"Survival Period" shall have the meaning set forth in Section 5.1.

"Surviving Corporation" shall have the meaning set forth in the fourth recital.

"Surviving Corporation Capital Increase Minutes" shall have the meaning set forth in Section 1.10.1(a)(i).

"Surviving Corporation Capital Increase Shareholders Meeting" shall have the meaning set forth in Section 1.10.

"Tax" shall mean any tax (including any income tax, franchise tax, capital gains tax, gross receipts tax, value added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, withholding tax or payroll tax), levy, assessment, tariff, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), imposed, assessed or collected by or under the authority of any Governmental Body.

"Tax Return" shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Applicable Law relating to any Tax.

"Taxing Authority or Authorities" shall mean any Governmental Body with jurisdiction over the assessment or collection of Taxes.

"Third Party" shall have the meaning given to it in Section 5.6.1.

"Third Party Claim" shall have the meaning given to it in Section 5.6.1.



"Threshold" shall have the meaning given to it in Section 5.4.1.

"Trade Secrets" shall mean all product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, research and development, manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of the applicable trade-secret protection law.

"Trademarks" shall mean all (i) trademarks, service marks, marks, logos, insignias, designs, names or other symbols; (ii) applications for registration of trademarks, service marks, marks, logos, insignias, designs, names or other symbols; (iii) trademarks, service marks, marks, logos, insignias, designs, names or other symbols for which registrations has been obtained.

"U.S. Dollars" and **"US\$"** shall mean the currency of the United States of America.

"Voting Interests" shall mean shares of capital stock issued by a corporation, or equivalent Equity Interest 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.

