COMPAÑÍA MINERA DEL PACÍFICO S.A.

SHAREHOLDERS AGREEMENT

BY AND BETWEEN

CAP S.A.

AND

M.C. INVERSIONES LIMITADA

February 10, 2010

SHAREHOLDERS AGREEMENT

This SHAREHOLDERS AGREEMENT (this "Agreement"), dated as of February 10, 2010, but to be effective from and after the Merger Closing Date, is entered into in Santiago, Chile, by and between **CAP S.A.** ("CAP"), a corporation incorporated pursuant to the laws of the Republic of Chile, with registered offices at Avenida Gertrudis Echeñique 220, Las Condes, Santiago, Chile and **M.C. INVERSIONES LIMITADA** ("MCI"), a company organized pursuant to the laws of the Republic of Chile, with registered offices at Avenida Apoquindo 4499, Floor 14, Las Condes, Santiago, Chile (each a "Party" and collectively called the "Parties").

WITNESSETH:

WHEREAS,

(a) CAP is a company owned approximately 31.32% by Invercap S.A., 19.27% directly, and 0.72% indirectly, by Mitsubishi Corporation, a Japanese corporation ("MC") and the remaining interests by other shareholders. According to Section XV of Chilean Law number 18,045, Invercap S.A. is the controller of CAP.

(b) MCI is directly or indirectly owned 100% by MC.

(c) Compañía Minera del Pacífico S.A. (the "Company" or "CMP") is the largest producer of iron ore and pellets on the Pacific coast, with ample resources and known reserves, which is constantly expanding its mining programs. Before the Merger Closing Date, CAP owned 3,521,108 Shares representing 99.9995% of the Company's Capital, as defined below.

(d) As of the Merger Closing Date, MCI will hold 664,760 Shares of the Company representing 15.8810% of the total Shares, and CAP will hold 3,521,108 Shares of the Company representing 84.1186% of the total Shares.

(e) The Parties have agreed to bind themselves to execute a shareholders agreement that will set forth the terms of the Parties' relationship as shareholders of the Company and the rights and obligations of the Parties with respect to the Company.

(f) The intention of the Parties is to enter into this Agreement in respect of their shareholdings in the Company such that the provisions of this Agreement from the date hereof shall govern the relationship between the Parties as shareholders of the Company.

(g) This Agreement shall be effective as of the Merger Closing Date, as defined in Section 1.1.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions. The following terms used herein shall have the respective meanings set forth below:

"Accounting Assumptions": has the meaning specified in Section 6.6.

"Adverse Change": has the meaning specified in Section 6.6.

"Affiliate": means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by or is under common Control with such Person.

"Agents": means, with respect to any Person, such Person's officers, directors, employees, attorneys, accountants, consultants and other agents and advisors.

"Agreement": has the meaning specified in the preamble.

"Annual Budget": means the annual capital and operating budget of the Company, approved in accordance with this Agreement.

"Applicable Law": means 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 any Party and the Company (or any of them) and their respective businesses, properties, assets, obligations or rights, as the case may be.

"Auditor": means Deloitte & Touche or such other firm of independent public accountants as may be appointed by the shareholders from time to time to act as the Company's independent auditors, which shall be, during all periods of CAP Control, the same accounting firm as CAP.

"Bankruptcy Event": has the meaning specified in Section 15.1(e).

"Board": means the Board of Directors of the Company.

"BOD Major Decision": has the meaning specified in Section 6.1.

"BOD Special Approval": has the meaning specified in Section 6.1.

"Brownfield Projects": means the following projects of the Company: (i) Los Colorados, (ii) El Algarrobo, (iii) Romeral and El Tofo and (iv) MHA I – Candelaria.

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

"Business Plan": has the meaning specified in Section 5.1(b).

"Business Principles": has the meaning specified in Section 5.1.

"Bylaws": means the articles of incorporation and bylaws (*Estatutos*) of the Company, with such amendments thereto as may from time to time be duly approved and adopted in accordance with the provisions hereof and thereof.

"CAP": has the meaning specified in the preamble.

"CAP Control": means all periods when CAP directly or indirectly holds more than fifty percent (50%) of the issued and outstanding Shares or otherwise Controls the Company.

"CAP Participant Shares": has the meaning specified in Section 11.4(a).

"Capital": means the total amount of capital (expressed in Dollars) that has been contributed to, retained from, earnings or otherwise constitutes the equity capital of the Company.

"Capital Increase": has the meaning specified for such term in the Master Agreement.

"CEO": means the chief executive officer of the Company.

"Chile": means the Republic of Chile.

"CNN": means the Company's proposed project at MHA II – Cerro Negro Norte.

"Companies Law": means 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.

"Company" or "CMP": has the meaning specified in recital (c).

"Company Participant Shares": has the meaning specified in Section 11.4(a).

"Confidential Information": has the meaning specified in Section 13.2.

"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 (excluding power by or through a contract or otherwise), 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.

"Core Business": means the business of exploring for, developing, mining, processing, marketing and selling iron ore from CMP's mines located in the South Pacific Countries, and all related activities that are necessary for such business.

"Cure Period": has the meaning specified in Section 12.2.

"Deadlock Notice": has the meaning specified in Section 6.3(a).

"Deadlock Put Price": has the meaning specified in Section 6.3(b).

"Debt": of a Person means, without duplication:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments; and

(b) all obligations, contingent or otherwise, relative to the face amount of all letters of credit, whether or not drawn, and banker's acceptances issued for the account of such Person.

For the avoidance of doubt, Debt does not include liabilities related with the obligation to deliver future product in consideration of prepaid, advance sales to customers.

For all purposes of this Agreement, the Debt of any Person shall include the Debt of any partnership or joint venture in which such Person is a general partner or a joint venture, unless such Debt contains non-recourse provisions ensuring that such Person has no personal liability for such Debt.

"Default Call Option": has the meaning specified in Section 12.2(a).

"Default Put Option": has the meaning specified in Section12.2(b).

"Defaulting Notice": has the meaning specified in Section 12.2.

"Designated Proposal": has the meaning specified in Section 6.3(a).

"Dispute": has the meaning specified in Section 16.2.

"Dollar" or "US$": means the lawful currency of the United States of America.

"EBITDA": means the results of operations (*resultados de explotación*) of the Company and its consolidated Subsidiaries for such period, plus (without duplication) the consolidated depreciation and amortization expenses for such period (to the extent deducted in determining the foregoing amount) plus (without duplication) dividend distributions in cash actually received by the Company with respect to capital stock which is owned by the Company to the extent the issuers of such capital stock are not consolidated Subsidiaries of the Company, for the period of 12-months prior to the date of the last available financial statements of the Company.

"Fair Market Value": has the meaning specified in Section 6.4.

"Final Deadlock Approval": has the meaning specified in Section 6.3(a).

"Final Investment Decision": has the meaning specified in Exhibit B.

"FMV Determination Date": has the meaning specified in Section 6.5.

"FMV Notice": has the meaning specified in Section 6.4.

"Governmental Bodies": means any foreign or Chilean domestic, local, provincial or municipal, court, legislative, executive or regulatory authority or agency.

"Greenfield Project": means the Company's proposed project at El Laco.

"IFRS": means the International Financial Reporting Standards, in effect from time to time.

"IPO": means initial public offering of Shares to the public in Chile (*oferta pública inicial de acciones*), or any Chilean or foreign market or exchange, either directly or through underwriters or agents, in either case with prior registration of such Shares with the SVS, with formal secondary trading to be conducted as provided by Applicable Law on or through a stock exchange or automated quotation system. For purposes of this Agreement, a public sale of Shares issued by the Company after the above shall be considered as an IPO.

"LIBOR": means, as of any date, the one month London Interbank Offered Rate published in *The Wall Street Journal* on the last Business Day of the most recent calendar month (or, if such publication no longer exists, any other commercially available source providing quotations of the one month London Interbank Offered Rate as designated by mutual agreement between the Parties).

"Losses": means any and all claims, losses, liabilities, damages (including fines, penalties, and criminal or civil judgment and settlements), costs (including court costs) and expenses (including reasonable attorneys' and accountants' fees).

"Major Decisions": has the meaning specified in Section 6.2.

"Master Agreement": means that certain Master Agreement of even date herewith between the Parties, as the same may be amended from time to time.

"Merger Closing Date": has the meaning specified for such term in the Master Agreement.

"Merger Completion Date": has the meaning specified for such term in the Master Agreement.

"MC": has the meaning specified in recital (a).

"MCI": has the meaning specified in the preamble.

"MCI Participant Shares": has the meaning specified in Section 11.4(a).

"Mediation": has the meaning specified in Section 6.3(a).

"Necessary Action": means, with respect to a specified result, all actions (to the extent such actions are permitted by law) reasonably necessary to cause such result, including (i) voting or providing a written consent or proxy with respect to the Shares, (ii) causing the adoption of shareholders' resolutions and amendments to the organizational documents of the Company, (iii) causing members of the Board (to the extent such members were nominated or designated by the Person obligated to undertake the Necessary Action, and subject to any fiduciary duties that such members may have as directors of the Company) to act in a certain manner or causing them to be removed in the event they do not act in such a manner, (iv) executing agreements and instruments, and (v) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result.

"Net Debt": means, as of any date, an amount equal to the total of interest-bearing Debt minus cash and minus cash equivalents.

"New Business": means any business other than Core Business.

"New Project": means any project in the Core Business other than a Brownfield Project, CNN or the Greenfield Project.

"New Securities": has the meaning specified in Section 11.1(b).

"Offered Securities": has the meaning specified in Section 10.4(a).

"Operating Committees": has the meaning specified in Section 5.3.

"Operations Report": has the meaning specified in Section 8.4.

"Parent": means, when used with respect to any Person, any other Person which owns or Controls, directly or indirectly, more than 50% of the outstanding voting securities (or equivalent voting interests) of such specified Person.

"Party" and "Parties": has the meaning specified in the preamble, and includes any Permitted Transferee of a given Party; provided that, if MCI ceases to be Controlled by MC, then MCI shall cease to be a Party.

"Permitted Transferee": has the meaning specified in Section 10.2(a).

"Person": means an individual, a legal entity (including without limitation a corporation, a partnership, a limited liability company, a *sociedad de responsabilidad limitada*, a *sociedad anónima*, a trust or an unincorporated organization), or a Governmental Body. Person also includes a reference to that Person's legal individual representatives or successors.

"Post Valuation Dividend Amount": has the meaning specified in Section 6.5(d).

"Post Valuation Interest Amount": has the meaning specified in Section 6.5(e).

"Pro Rata Share": has the meaning specified in Section 11.1(a).

"Put Exercise": has the meaning specified in Section 6.3(b).

"Put Exercise Date": has the meaning specified in Section 6.3(b).

"Qualifications": has the meaning specified in Section 16.2(c).

"ROFR Notice Period": has the meaning specified in Section 10.4(b).

"ROFR Party": has the meaning specified in Section 10.4(a).

"ROFR Transfer Notice": has the meaning specified in Section 10.4(a).

"Seller": has the meaning specified in Section 10.4(a).

"Shareholders Registry": means the Company's ledger (*Registro de Accionistas)*.

"Shares": means any share of capital stock of the Company, and all rights, options or warrants to purchase shares, and securities of any type whatsoever that are, or may become, convertible into, or exchangeable for, shares of capital stock of the Company.

"SH Major Decisions": has the meaning specified in Section 6.2.

"SH Special Approval": has the meaning specified in Section 6.2.

"South Pacific Countries": means Chile, Peru, Bolivia, Ecuador and Colombia.

"Special Approval": has the meaning specified in Section 6.2.

"Subsidiaries": means any entity Controlled by a company.

"SVS": means the Chilean Superintendence of Securities and Insurance, together with any successor Governmental Body regulating public companies in Chile.

"Tag Percentage": has the meaning specified in Section 11.2(a).

"Terminating Party": has the meaning specified in Section 15.2.

"Timing Adjustment": has the meaning specified in Section 6.5(e).

"Transfer": has the meaning specified in Section 10.1.

"Transfer Notice": has the meaning specified in Section 11.2(a).

"Transferee": means the transferee in a Transfer.

"Transferred Securities": has the meaning specified in Section 11.2(a).

"Transition Period": means the period beginning on the Merger Closing Date and ending on the date as of which MCI first owns at least 20% of the issued and outstanding Shares.

"Ultimate Parent": means, with respect to any Person, a Parent who is not a Subsidiary of any other Person.

"Underwriter Cutback": has the meaning specified in Section 11.4(a).

"US GAAP": means the generally accepted accounting principles in the United States of America in effect from time to time, applied on a consistent basis both as to classification of items and amount.

1.2 References. In this Agreement, a reference to:

(a) a Section or Exhibit, unless the context otherwise requires, is a reference to a section or exhibit to this Agreement; and

(b) except for Business Days terms contemplated hereunder, all terms measured in days shall be determined by consecutive calendar days.

1.3 Exhibits. The Exhibits form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement, and references to this Agreement include the Exhibits.

1.4 Headings. The headings in this Agreement shall not affect the interpretation or construction of this Agreement.

SECTION 2. THE COMPANY

2.1 Incorporation of the Company. The Company was incorporated and organized as a Chilean closely-held corporation (*sociedad anónima cerrada chilena*) by public deed dated December 15, 1981, before the Santiago Notary Public Mr. Félix Jara Cadot. An excerpt of such public deed was registered at page 294 number 145 of the 1981 La Serena Registry of Commerce and it was published in the Official Gazette on December 21, 1981. The Company is registered in the Securities Registry of the Superintendencia de Valores y Seguros under the number 0489 of 1994.

2.2 Bylaws.

(a) Exhibit A sets forth the Bylaws of the Company, in the form in effect on the Merger Closing Date. The Parties shall take all Necessary Action to ensure that the Bylaws of the Company contain a provision referring to the existence of transfer restrictions in shareholders agreements, such as this Agreement, and requiring that the Company comply at all times with such agreements so long as the Company has received a copy of such agreements.

(b) Each Party shall vote all the Shares owned or held of record by such Party at any regular or special meeting of the shareholders of the Company or at a meeting of any corporate body of the Company and shall take all Necessary Actions to ensure that (i) the Bylaws do not, at any time, conflict with the provisions of this Agreement and (ii) the Company, its directors and officers, comply at all times with such provisions of this Agreement.

SECTION 3. BOARD OF DIRECTORS

3.1 Number of Directors. The Board, which has responsibility for the overall policy and management of the business of the Company, shall at all times consist of at least seven (7) directors and their respective seven (7) alternates directors appointed for renewable three year terms.

3.2 Designation of Directors. During the Transition Period and thereafter for so long as (i) MCI holds at least 20% of the issued and outstanding Shares, and (ii) CAP is able to elect at least the majority of the Board members as CAP directors in the Company, MCI shall be entitled to appoint two (2) directors. The Parties shall take all Necessary Action, during the Transition Period and

thereafter to cause the Company to elect the directors designated by MCI as provided in this Section 3.2.

3.3 Initial Directors. Pursuant to Sections 4.1.9 and 4.5.7 of the Master Agreement, each of the Parties shall appoint their respective initial directors on or before the Merger Closing Date.

3.4 Replacements. The Parties also agree that if any of the directors which one Party appoints pursuant to this Agreement resigns or is disqualified from being a director, the same Party that originally appointed the director who resigned or became disqualified, shall have the right to appoint another Person to replace the director that has left office, and each Party agrees to take all Necessary Actions to cause each of its representatives on the Board to vote for the Person proposed as a replacement by the Party who, pursuant to this Agreement, elected or proposed the director who vacated the position.

3.5 Quorum. At all Board meetings, every director shall have one vote. Any "tie breaker" power of the Chairman of the Board now or hereafter contained in the Bylaws shall not be available for use in any way that would negate or frustrate the rights of MCI under this Agreement. A quorum for meetings of the Board shall consist of, at least, the majority of the directors. If a quorum is not achieved at any duly called meeting, such meeting may be postponed to a time no earlier than three (3) days after written notice of such postponement has been given to the directors, and, at any such postponed meeting, a quorum shall consist of, at least, the majority of directors.

3.6 Voting. Subject to Section 6.1 with respect to actions relating to any BOD Major Decision, all actions requiring the approval of the Board shall be approved by the affirmative vote of at least, a simple majority of the attending directors, at any duly convened Board meeting. Decisions to enter into transactions with any related company such as CAP or MCI or with any Person that Controls, is Controlled by, or is under common Control with any shareholder of CMP, will be taken in accordance with Chilean Applicable Law.

3.7 Meetings. The regular meetings of the Board shall be held when determined by the Board, and at least with the same frequency as the board of directors of CAP but in no event less often than once each month and without prejudice to the special meetings that may be held at any time according to the Companies Law.

3.8 Attendance. The directors shall be understood to be participating in and present at meetings if, despite not being present in person, they are simultaneously and continuously in communication through technological means the use of which the SVS has authorized by means of instructions having general application. In such event, the attendance and participation of such directors at the meeting shall be certified by the chairman and the secretary and this fact shall be on the record in the minutes of the meeting under the responsibility of the chairman and the secretary of the Board. The chairman, the secretary and the directors that have participated in a meeting may not refuse to sign the minutes of such meeting. The minutes of the meeting shall be signed and registered before the next meeting or at the immediately following meeting.

3.9 Experts. If the Board determines it to be necessary or desirable, other people may attend a Board meeting in their expert capacity.

3.10 Chairman. The chairman of the Board shall be a director that is designated by CAP.

3.11 Notice. The Board special meetings shall be called by the chairman following written notice provided to all of the directors at least five (5) Business Days in advance, unless notice thereof has been waived in writing by each director or if the two directors appointed by MCI and at least two directors appointed by CAP attend the meeting.

SECTION 4. SHAREHOLDERS MEETINGS

4.1 Shareholders Meetings. With the exception of resolutions relating to any Major Decisions set forth in Section 6 below, resolutions of the shareholder meetings shall be taken by a vote representing at least the attending absolute majority of the issued and outstanding voting Shares, unless a higher quorum is provided by Chilean Applicable Law, in which case such higher quorum shall prevail.

SECTION 5. MANAGEMENT OF THE BUSINESS

5.1 Business Principles. The Parties agree that the business principles set forth in this Section 5, as amended from time to time by mutual agreement between the Parties (the "Business Principles"), shall guide the development of business of the Company.

(a) The Company is an ongoing business in the iron ore sector and, except to the extent provided in this Agreement, the Parties do not intend to alter its management practices. The Parties expect that the Company will continue developing and operating its business in a manner consistent with past practices.

(b) The Company shall be managed on a consensus-oriented basis and according to the business plan set forth on Exhibit B, as the same may be amended from time to time by mutual agreement of the Parties (the "Business Plan").

(c) The Parties shall take all Necessary Action to cause the Company to conduct all business activity, including but not limited to activity in the Core Business and in any New Business, in accordance with these Business Principles, and only to the extent provided for in the Business Plan and/or the Annual Budget, and, in the case of projects in the Core Business and in any New Business, to not spend more than the aggregate amount provided for and approved in the Annual Budget for any such project, except for (i) capital expenditures that exceed such amount approved in the applicable Annual Budget by no more than ten percent (10%) or (ii) for expenditures needed to deal with bona fide emergencies (such as fire, flood, explosion, earthquakes and similar events affecting the assets of the Company) for such project that exceed the amount approved in the Annual Budget for that project by no more than five percent (5%); provided, further, if the total amount of expenditures (excluding sustaining capital expenditures) for any such project exceed such amount provided in Section 5.1(c)(i) or (ii), as applicable, then such matter shall be reported to the Board for approval pursuant to Section 6.1(e) of this Agreement, but subject also to Section 6.3(d).

(d) The Parties shall cause the Company to continue supplying iron ore products to Compañía Siderúrgica Huachipato S.A. based on conditions similar to past practices and as currently done, which the Parties acknowledge remain valid, without the need for additional shareholder approval, so long as such conditions are in accordance with Chilean Applicable Law binding on the Company.

5.2 Officers. The Board shall appoint the CEO. To the extent such practices are in accordance with Chilean Applicable Law, the CEO shall appoint the senior officers of the Company such as the chief financial officer, the chief commercial officer, and the chief operating officer, and shall advise the Board promptly following such appointments.

5.3 Operating Committees. The Company shall have various operating committees established by the CEO (collectively, the "Operating Committees") that shall assist and advise the CEO. The Operating Committees will not have decision making authority whatsoever.

(a) *Initial Operating Committees.* The initial Operating Committees and the scope of each Operating Committee shall be as set forth on Exhibit C. The Board can require the CEO to establish any new Operating Committees in its discretion. The initial Operating Committees shall remain in existence, and the scope of their duties not reduced from those provided in Exhibit C, unless otherwise agreed by the Parties.

(b) *Purpose.*

(i) Each Operating Committee will have access to the information and materials necessary for it to review and analyze the relevant topics with respect to such Operating Committee, including books and records of the Company, and will be given such information in a timely manner that will allow it to formulate recommendations to the CEO prior to any scheduled Committee meeting.

(ii) In exceptional cases, the Board may require an Operating Committee to present its recommendations directly to the Board. If CAP or MCI requests a certain topic to be reported directly to the Board by an Operating Committee, the Board will not unreasonably deny such request. Each Operating Committee will submit written reports on a regular basis to the CEO.

(c) *Meetings.* Each Operating Committee shall meet at least monthly and at any time when the CEO so requires.

(d) *Membership.*

(i) Each Operating Committee shall be comprised of at least two individuals, and all individuals in each Operating Committee will be employees of CMP, CAP or MCI (or an Affiliate of MCI or MC). The Parties shall take all Necessary Action to cause the members of each Operating Committee to be appointed by the CEO; provided that at least one member of each Operating Committee shall be an employee of MCI (or an Affiliate of MCI or MC). However, either MCI (or, as directed by MCI, an Affiliate of MCI or MC) or CAP can require that certain of its employees be a member of a specific Operating Committee. Members of each Operating Committee will be appointed with a business purpose in mind in order to add value to the specific Operating Committee. CMP may appoint a representative to attend an Operating Committee meeting in its discretion. In addition, each of CAP and MCI may, subject to the good faith discussions of the Parties, and with the approval of the CEO (not to be unreasonably withheld), invite others to attend Operating Committee meetings, either as alternates for the appointed representatives and/or observers, but only if they are employees of CMP, CAP or MCI (or an Affiliate of MCI or MC).

(ii) The chairman of each Operating Committee shall be designated by the CEO.

(iii) The chairman of any Operating Committee must not be the Chairman of the Board.

(e) *Quorum.* The attendance of at least one member designated by each of MCI and CAP shall be required for each meeting of each Operating Committee.

5.4 Full Access to Information. MCI shall have full access to the information and decision-making process involved in the normal management and operation of the Company, at the level of the Operating Committees and the Board.

5.5 Certain Reporting. CAP shall cause the Company to report to MCI, either directly or through the Operating Committees or the Board, and make available to MCI information about, the following decisions and policies:

(a) Personnel plans for recruiting and restructuring of employees;

(b) Fundamental items of terms and conditions for labor contracts or arrangements;

(c) Adoption, amendment, modification or termination of collective labor agreements;

(d) Adoption, amendment, modification or termination of incentive compensation plans;

(e) Decisions related to labor disputes;

(f) Adoption, amendment, modification or termination of any Company code including accounting, operational or trading, or environmental policy or rules;

(g) Adoption, amendment, modification or termination of internal occupational health and safety management system;

(h) Compliance policies of the Company;

(i) Decisions to proceed with litigation or arbitration proceedings or settle any other claim in excess of US$1,000,000; and

(j) Adoption or modification of organizational chart for departments of the Company and any organizational rules and regulations.

SECTION 6. MAJOR DECISIONS, DEADLOCK AND SHAREHOLDERS MEETINGS

6.1 Major Decisions of the Board. During the Transition Period and at all times thereafter that MCI holds at least 20% of the issued and outstanding Shares, and subject to completion of any procedures under Section 6.3 with respect to such matters, the Parties shall take all Necessary Actions to cause the Company and its Subsidiaries not to take any action in respect of any of the following matters (the "BOD Major Decisions") without first having received the affirmative vote of at least four (4) of the directors of the Company, including the affirmative vote of at least one of the directors appointed by MCI at a duly called meeting of the Board ("BOD Special Approval"):

(a) Approval of financial results for each annual accounting period, in the case that the Auditor provides a "qualified opinion" of the annual financial statements and the Company has not committed to take definitive measures to correct the cause of such "qualified opinion" within ninety (90) days of receiving such "qualified opinion."

(b) Appropriation of income, including payment of interim dividends and recommendation to the shareholders for final dividends, which involves any change relative to the Company's current approved dividend distribution policy of seventy-five percent (75%) of consolidated net income of the Company and its Subsidiaries.

(c) Adoption or amendment to the salaries, bonuses or retirement benefits of the directors of the Company, in the case they exceed an amount of US$1 million on an individual basis in any given year or do not terminate immediately upon the expiration of such director's then current term as a director of the Company.

(d) Approval of the (i) commencement or acquisition of any New Business, which requires capital expenditures in excess of US$50 million, or (ii) acquisition of any New Business or any asset, outside the Company's Core Business, in a single transaction or in a series of related transactions within a period of 12 consecutive months, which in addition to capital expenditures in connection therewith during such period, exceeds US$50 million.

(e) Approval, amendment and modification of the Annual Budget, including but not limited to matters such as sales tonnage and its destination, pricing policy, contract of affreightment, production tonnage, maintenance plan, operating budget (mine, rail, pellet plant), finance and accounting related matters, provided that the Annual Budget will be submitted for approval to the Board in November of each year; provided, further that in the event that the directors of the Board appointed by MCI do not approve the Annual Budget and no agreement can be reached concerning the Annual Budget by December 31 of the same year; and provided, further that in the event that the directors of the Board appointed by MCI do not approve an amendment or modification of the Annual Budget and no

agreement can be reached within thirty (30) days after such amendment has been presented for approval to the Board, then the Annual Budget or the amendment or modification, as applicable, may be approved by a simple majority vote of the Board.

(f) Conclusion, modification or amendment of material contracts or agreements (i) other than in the ordinary course of business, for an amount exceeding US$10 million or for a contractual period greater than three (3) years, and (ii) in the ordinary course of business, for an amount exceeding US$100 million annually or for a contractual period greater than five (5) years.

(g) The incurrence of any Debt financing for the Company that represents an increase in leverage to a Net Debt/EBITDA ratio of two times and the grant of any new guarantee to third parties by the Company.

(h) Sale, transfer, lease, mortgage, charge, pledge, encumbrance or any other disposal of any rights, assets, or properties of the Company (including but not limited to plant, building, mining rights, water rights or any other right related to mining, port or rail road), for an amount exceeding US$50 million in a single transaction or in a series of related transactions within a period of 12 consecutive months.

(i) The approval of (A)(i) any New Project (which, for the avoidance of doubt, excludes the Brownfield Projects, the Greenfield Project and CNN) with total capital expenditures in excess of US$100 million, and/or (ii) the cancellation of iron ore projects contemplated in the Business Plan, whether currently existing or initiated in the future, that previously required capital expenditures in excess of US$100 million; and/or (B) a Final Investment Decision for any project that is substantially below the standard (taking into account all of the factors to be considered in making a Final Investment Decision) for comparable projects in the international iron ore mining industry.

6.2 Major Decisions of the Shareholders. During the Transition Period and at all times thereafter that MCI holds at least 20% of the issued and outstanding Shares, the Parties shall take all Necessary Actions to cause the Company and its Subsidiaries not to take any action in respect of any of the following matters (the "SH Major Decisions"; together with the BOD Major Decisions, the "Major Decisions") without first having received the affirmative vote of shareholders, at any duly convened shareholders meeting, of all of the Shares held by CAP plus all of the Shares held by MCI (the "SH Special Approval"; together with BOD Special Approval, the "Special Approval"):

(a) Adoption of the following matters contemplated in article 67 of the Companies Law:

(i) item 1, regarding the Company's transformation, division or merger with another corporation, except in the case of a merger with a Subsidiary of the Company;

(ii) item 2, regarding the modification of the Company's term, provided that the change of the current term of duration to an indefinite term will not be subject to a SH Major Decision;

(iii) item 3, regarding the Company's early dissolution;

(iv) item 5, regarding the reduction of the Company's equity;

(v) item 6, regarding the approval of contributions and estimate of property other than money;

(vi) item 7, regarding the modification of the exclusive faculties of the shareholders' meeting or of the restrictions to the limitations of the powers of the Board;

(vii) item 8, regarding the reduction of the number of members of the Board;

(viii) item 9, regarding the sale of 50% or more of the Company's assets, whether such sale includes the Company's liabilities or not, which will be determined according to the last financial year's balance sheet, and the formulation or modification of any business plan that contemplates the sale of assets for an amount exceeding the above mentioned percentage; the sale of 50% or more of the assets of an affiliate, provided that such affiliate represents at least 20% of the assets of the parent corporation, as well as any sale of shares that would result in the Company losing its control over an affiliate company;

(ix) item 11, regarding the granting of real or personal guarantees to secure third party obligations exceeding 50% of the assets;

(x) item 12, regarding the purchase of shares of the Company's own issue, under the conditions established in Articles 27A and 27B of the Companies Law;

(xi) item 13, regarding other matters that, according to the Bylaws, require such shareholder approval; and

(xii) item, 17, the creation of preferential rights for a class of shares or an amendment, deferral or termination of those already existing.

(b) Any change or modification of the Bylaws that could adversely affect the rights of MCI granted in this Agreement.

6.3 Failure to reach joint decisions and deadlocks.

(a) At any time after, (i) a Designated Proposal (as such term is hereinafter defined) is properly submitted to the vote of the Board or the shareholders of the Company in accordance with this Agreement and (ii) the Board or the shareholders, as the case may be, discuss the Designated Proposal in good faith but do not reach a decision to accept or reject such Designated Proposal (a "Deadlock"), then any Party may deliver a written notice to the other Party stating that a deadlock exists (a "Deadlock Notice"). As used herein, the term "Designated Proposal" means any Major Decision set forth in Section 6.1(f), 6.1(g), 6.1(h), 6.1(i) or 6.2. Each Party agrees that it will only deliver a Deadlock Notice in good faith and will not abuse its right to deliver a Deadlock Notice. Upon receipt of the Deadlock Notice, the Parties will enter into good faith negotiations in order to resolve such Deadlock. If, after thirty (30) calendar days of such good faith negotiations between the Parties, such Deadlock has not been resolved, then the chief executive officers of the Parties will enter into good faith negotiations in order to resolve such Deadlock. If, after fifteen (15) calendar days of such good faith negotiations between such officers, such Deadlock has not been resolved, then the Deadlock shall be submitted to settlement proceedings under the Rules of Mediation Procedure of the Santiago Arbitration and Meditation Center of the Santiago Chamber of Commerce ("Mediation"). If, after thirty (30) calendar days of Mediation, such Deadlock has not been resolved, then the Designated Proposal shall be resubmitted for approval at a Board meeting or shareholders' meeting, as the case may be, and shall be deemed approved if the Designated Proposal receives the favorable vote of, at least, a simple majority of directors (pursuant to Section 6.1) or shareholders (pursuant to Section 6.2), as the case may be, a quorum being present, at a duly convened meeting of the Board or shareholders of the Company, as the case may be (in either case, a "Final Deadlock Approval").

(b) If a Designated Proposal set forth in Section 6.1(h), 6.1(i) or 6.2(a) has received Final Deadlock Approval by the Board and/or the shareholders of the Company in accordance with this Section 6.3, MCI shall have the right to sell all, but not less than all, of its Shares to CAP and CAP shall have the obligation to purchase such Shares (the "Deadlock Put Right") for an amount equal to (x) Fair Market Value, multiplied by (y) the percentage of total issued and outstanding Shares then held by MCI, as adjusted by the amount of the Timing Adjustment (the "Deadlock Put Price"); provided, however, that if MCI does not exercise the Deadlock Put Right within sixty (60) days after such Final Deadlock Approval, MCI shall be deemed to have waived the Deadlock Put Right. MCI's

exercise of the Deadlock Put Right is herein called the "Put Exercise" and the date on which MCI gives CAP notice of the Put Exercise is herein called the "Put Exercise Date." If MCI exercises its Deadlock Put Right, CAP shall have a maximum period of one (1) year from and after the Put Exercise Date within which it must purchase such Shares at the Deadlock Put Price. If CAP fails to purchase MCI's Shares within such one (1) year period in accordance with this Section 6.3(b), MCI shall have the right to Transfer such Shares to any third party. None of the transfer restrictions set forth in Section 10.1, 10.4 or Section 11 shall apply to any such Transfer of Shares from MCI to any such third party. Such right to transfer MCI's Shares is without prejudice to any other rights or remedies (including specific performance and all other rights under Section 12), under this Agreement or under Applicable Law, that may be available to MCI as a consequence of CAP's failure to purchase MCI's Shares as provided in this Section 6.3(b), all of which are reserved to MCI, and any of which may be pursued and enforced by MCI, either in accordance with Section 16.2 or in any other action in any court or other forum.

(c) A Major Decision that is not a Designated Proposal shall be deemed rejected by the Board or the shareholders of the Company if such Major Decision does not receive Special Approval in accordance with Section 6.1 or 6.2, as the case may be.

(d) If, for three (3) consecutive years, MCI has exercised its right to veto any approval, amendment or modification of the Annual Budget (pursuant to Section 6.1(e)) and the Annual Budget for those three (3) years has been approved or amended without the affirmative vote of at least one of the directors designated by MCI, the Deadlock procedure as described in this Section 6.3 shall be followed, including the Deadlock Put Right in accordance with the terms and conditions described in Section 6.3(b).

6.4 Appraisal; Initial Determination of Fair Market Value. In any situation where a determination of Fair Market Value (defined below) is provided for under this Agreement, either Party may propose an amount which it believes is the Fair Market Value (the "FMV Notice"), which, in the case of the Put Exercise, shall be determined as of the Put Exercise Date. If the other Party disagrees with the amount in the FMV Notice, then the Parties shall discuss the matter in good faith and attempt to reach agreement. If, after seventy five (75) days following the Put Exercise Date, the Parties have not reached agreement as to Fair Market Value, then each Party shall appoint an internationally recognized expert in the valuation of mining companies (an "Appraiser") to determine Fair Market Value (an "Appraisal"). As used in this Agreement, the term "Fair Market Value" means the fair market value of the Company (and the Shares), using standard valuation methodologies and taking into account all factors relevant in the market at such time. Each Party shall bear all costs and expenses related to its Appraisal. The Appraisals shall be due not later than forty (40) days following the end of the seventy five (75) day discussion period. Within three (3) days following receipt thereof, each Party shall furnish to the other Party a true and correct copy of the Appraisal it has obtained.

6.5 Final Determination of Fair Market Value.

(a) For a period as long as thirty (30) days following the date on which each Party has received the other Party's Appraisal, the Parties shall negotiate in good faith to agree upon the Fair Market Value. If they so agree, then such amount shall be deemed to be the Fair Market Value for purposes of the matter in connection with which such Fair Market Value determination was undertaken pursuant to this Agreement.

(b) In the event that Fair Market Value as determined in one Appraisal is less than 110% of, or more than 90% of, Fair Market Value in the other Appraisal, then Fair Market Value shall be determined as the arithmetic average of the Fair Market Value set forth in each Appraisal.

(c) In the event that Fair Market Value as determined in one Appraisal is more than 110% of, or less than 90% of, Fair Market Value in the other Appraisal, and the Parties have not agreed to Fair

Market Value, then, within five (5) days after the end of the thirty (30) day period in Section 6.5(a), the Parties shall appoint a third Appraiser to prepare an Appraisal. Such third Appraisal shall be delivered to each of the Parties not later than thirty (30) days following such appointment. In the event that the Parties do not agree on the appointment of the third Appraiser within five (5) days after the end of the negotiating period described in Section 6.5(a), then each Party shall propose a list of three (3) Appraisers, out of which the other Party shall reject two (2) Appraisers. The third Appraiser shall be selected randomly out of the two Appraisers left by both Parties, if there is no coincidence of names on the two lists. The amount determined as Fair Market Value in the third Appraisal shall be deemed to be Fair Market Value for purposes of the matter in connection with which such Fair Market Value determination was undertaken pursuant to this Agreement only if such amount falls between the ranges of Fair Market Values presented by the initial Appraisers. Otherwise, the Fair Market Value estimated by one of the initial Appraisers that is closer to the Fair Market Value estimated by the third Appraiser shall be deemed as the Fair Market Value. All costs and expenses related to this third Appraisal shall be borne by the Parties in equal parts. The date on which Fair Market Value is determined is herein called the "FMV Determination Date."

(d) During the period commencing on the Put Exercise Date through the date on which MCI receives payment in full of the Deadlock Put Price, this Agreement shall remain in full force and effect, all rights of MCI under this Agreement shall be preserved and CAP shall cause the Company to maintain the accounting and business policies and practices of the Company, including the payment of all dividends. All dividends paid by the Company to MCI prior to the Put Exercise Date shall have no bearing on the determination of Fair Market Value or the Deadlock Put Price. The total amount of all dividends paid by the Company to MCI after the Put Exercise Date is herein called the "Post Valuation Dividend Amount" and all such amounts shall be retained by MCI irrespective of when the Deadlock Put Price is paid.

(e) The Timing Adjustment shall be an amount equal to (i) interest on the amount of Fair Market Value payable commencing on the Put Exercise Date until the date on which the Deadlock Put Price is paid in full, at the rate of LIBOR + 3%, compounded monthly ("Post Valuation Interest Amount"), minus (ii) the Post Valuation Dividend Amount.

6.6 Accounting Treatment and Consequences of Changes.

(a) The Parties acknowledge that it is of the essence of this Agreement that (i) for so long as CAP Controls the Company, CAP is able to consolidate the Company with CAP on a 100% basis under the IFRS, and (ii) MC is able to account for MCI's investment in the Company under the equity method of accounting (the "Accounting Assumptions").

(b) In the event that a change in Applicable Law and a change in the IFRS or either of them (an "Adverse Change"), produces, or may produce, a result that is contrary to the Accounting Assumptions because of a provision of Section 5 or Section 6 of this Agreement, the Parties agree to investigate the issue to determine whether the Adverse Change necessarily produces such a contrary result, or whether there exist alternative ways of interpreting or applying the Adverse Change to avoid the result.

(c) In the event of an Adverse Change, the Parties agree to consult with the Auditor, and, as appropriate, with other internationally recognized firms of independent public accountants. In the event that such other firm is able to conclude that the Adverse Change does not change the Accounting Assumptions, then the Parties shall cause the Company to select such other firm as the Auditor.

(d) In the event that the Adverse Change produces a result inconsistent with the Accounting Assumptions, the Parties agree to negotiate in good faith to agree upon revisions that would amend Section 5 or Section 6 of this Agreement in order to permit the Accounting Assumptions to remain in

effect, while preserving the essential elements of this Agreement considering the Parties' respective investments in the Company.

6.7 Delay in Capital Increase. In the event that the Capital Increase has not occurred by the date that is sixty (60) days after the Merger Completion Date (as defined in the Master Agreement), then MCI's rights to require a BOD Special Approval in respect of BOD Major Decisions shall be suspended from such date until the date that the Capital Increase is completed.

SECTION 7. FINANCE FOR THE COMPANY

7.1 Financing for the Company Generally. The Parties shall cause the Company to follow a conservative financing policy, which shall be subject to (i) CAP's Debt covenants and restrictions, and (ii) an internal covenant threshold guidance of two times Net Debt/EBITDA. Nevertheless, the Parties shall cause the Company to adhere, and CMP shall adhere, to the following financial principles in the case of any project of the Company:

(a) All necessary funds for the operations and activities of CMP shall be covered, to the extent feasible, by cash at hand, cash flow of the Company's business and other internally generated resources including prepayments received from customers under contracts for advance sales and the subscribed and paid up Capital of CMP;

(b) If the amount available under the foregoing clause (a) is inadequate, CMP shall seek to obtain, bank Debt and new equity, including, if agreed between the Parties, equity injections from third parties into specific projects; and

(c) Neither CAP nor MCI shall be obligated to provide any financial support to the Company, including without limitation Capital injections, intercompany loans or parent guarantees, unless it has consented to provide such financial support and has obtained its necessary internal corporate approval. In the event that the Company makes a request to its shareholders to provide financial support, each of the shareholders has the option, but not the obligation, in its sole discretion, to elect to provide such financial support. For the avoidance of doubt, notwithstanding (i) approval in the Annual Budget, (ii) a Final Investment Decision by the Company in accordance with Section 6.1, (iii) any action by the Company not requiring BOD Special Approval, or (iv) a Final Investment Decision by the Company made prior to the Merger Closing Date, each of the shareholders shall have the option, but not the obligation, in its sole discretion, to provide financial support to the Company; provided, further, even in the case where the Board affirmatively votes and approves any Annual Budget, any Final Investment Decision or any other action by the Company, neither Party shall have any obligation to provide financial support to the Company and the approval by a director appointed by any Party shall not, in any circumstance, be deemed an approval by such Party to provide any financial support to the Company.

SECTION 8. FINANCIAL AND REPORTING MATTERS AND ACCOUNTING SYSTEM

8.1 Financial and Accounting System. The Parties shall take all Necessary Actions to cause the Company to continue practicing independent accounting and be wholly responsible for its debts and liabilities. The Parties shall take all Necessary Actions to cause the Company to implement its financial and accounting system in accordance with Chilean Applicable Law. During all periods of CAP Control, the accounting principles of the Company shall be consistent with the ones of CAP.

8.2 Accounting Firm. During all periods of CAP Control, the Parties shall cause the Company to appoint the Auditor.

8.3 Reporting of Legal Matters. The Parties shall cause the Company to, promptly report to the Board, each material litigation, arbitration or similar proceeding by or against the Company, threatened or initiated, as such proceedings or threats of proceedings become known to the Company.

8.4 Operations Report. The Parties shall take all Necessary Actions to cause the Company to prepare and deliver to each Party a monthly report as to operating results (the "Operations Report"), no later than the last Business Day of the month immediately following the month covered by the Operations Report. The Operations Report shall be prepared in English and shall include operating, sales and financial results as well as the status of the capital expenditures plan.

8.5 Financial Reports.

(a) The Parties shall take all Necessary Action to cause the Company:

(i) to deliver to MCI as soon as practicable, but in any event within sixty (60) days after the end of each fiscal year of the Company, (A) a balance sheet as of the end of such year; (B) audited statements of income and of cash flows for such year, and a comparison between (x) the actual amounts as of and for such fiscal year and (y) the comparable amounts for the prior year and as included in the Annual Budget for such year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year, all prepared in accordance with IFRS; and (C) a statement of shareholders' equity as of the end of such year, prepared in accordance with IFRS, all such financial statements audited and certified by the Auditor (being an independent public accountant of internationally recognized standing and registered with the SVS);

(ii) to deliver to MCI as soon as practicable, but in any event within sixty (60) days after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited statements of income and of cash flows for such fiscal quarter, and an unaudited balance sheet and a statement of shareholders' equity as of the end of such fiscal quarter, all prepared in accordance with IFRS (except that such financial statements may (A) be subject to normal year-end audit adjustments and (B) not contain all notes thereto that may be required in accordance with IFRS); and

(iii) to deliver to MCI, within twenty (20) days after the delivery of the financial statements pursuant to Section 8.5(a)(i) and Section 8.5(a)(ii) above, a reconciliation of the financial statements included in Section 8.5(a)(i) and Section 8.5(a)(ii) to US GAAP; provided that MCI shall bear the actual cost payable to the Auditor for the preparation of such reconciliation; and provided further that MCI may, by notice to CAP and the Company, discontinue the requirement to deliver such reconciliations.

(b) If, for any period, the Company has any Subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated Subsidiaries.

(c) The deadlines of Section 8.5(a) and Section 8.5(b) above shall be effective beginning January 2011. Notwithstanding such effective date, the Parties shall make all reasonable efforts to comply with the above mentioned deadlines during the period from the Merger Closing Date to December 31, 2010.

SECTION 9. DIVIDEND DISTRIBUTION POLICY

Subject to any BOD Special Approval pursuant to Section 6.1(b), the Parties shall take all Necessary Actions to cause the Company to distribute cash dividends annually in an amount equal to at least 75% of the consolidated net income of the Company and its Subsidiaries including the distribution of interim dividends in the same periods as CAP if permitted by Chilean Applicable Law.

SECTION 10. RESTRICTION ON TRANSFER OF SHARES

10.1 Restrictions on Transfer.

No Party shall, directly or indirectly, whether by operation of law or otherwise, offer, sell, transfer, assign or otherwise dispose of (or make any exchange, gift, assignment of) any Shares or any rights or interests therein (collectively, a "Transfer"), except (a) as provided in Section 10.2, (b) in accordance with Section 11 or (c) in accordance with Section 6.3(b). In addition to the other restrictions noted in Section 10 and Section 11, each Party agrees that it shall not Transfer any of its Shares except in compliance with Chilean Applicable Law. Any purported Transfer in violation of any provision of this Agreement shall be void and ineffective and shall not operate to transfer any interest or title to the purported transferee. Notwithstanding any other provision of this Agreement to the contrary, no Party shall pledge, or grant any charge, encumbrance, lien, security interest or arrangement in or against, its Shares or any rights or interests therein; provided, however, that CAP may grant a pledge of its Shares to secure debt financing for CAP on and subject to the terms and conditions of that certain Supplemental Agreement between CAP and MCI of even date herewith.

10.2 Permitted Transferee.

(a) The provisions of Section 10.1 and Section 11 shall not apply to any Transfer from any Party to any of its Affiliates, whether now existing or hereafter organized or incorporated, with prior written approval from the other Party; provided, however, no prior written approval is required for Transfers to a corresponding Party's Affiliate that is, directly or indirectly, wholly owned by such Party (each a "Permitted Transferee").

(b) A Transfer of the equity interests in, or any merger or other transaction affecting the ownership of, a shareholder of the Company other than CAP that would give rise to (i) a new Ultimate Parent of such shareholder, or (ii) if such shareholder prior to such Transfer has no Ultimate Parent, an Ultimate Parent of such shareholder, shall not be permitted if (A) such Transfer is a Transfer of the equity interests in, or merger or other transaction directly affecting the ownership of, such shareholder, or (B) such Transfer is a Transfer of the equity interests in, or merger or other transaction directly affecting the ownership of, a Parent of such shareholder other than MC; unless, in each such case, the Shares held by such shareholder are Transferred as permitted by and in accordance with Section 10.4 and Section 11.2.

(c) For purposes of this Agreement, restrictions upon the sale, assignment or disposition of the Shares shall extend to any Transfer including, without limitation a Transfer as a result of any merger, consolidation, recapitalization, reorganization, change of control or similar action affecting a Party other than CAP. Accordingly, in any Transfer of Shares to a Permitted Transferee, the Transferring Party must ensure that it retains direct or indirect ownership of the Permitted Transferee, and that the Permitted Transferee complies with, among other things, the Transfer restrictions in this Agreement.

(d) Anything contained herein to the contrary notwithstanding, any Permitted Transferee shall agree in writing with the Parties hereto to be bound by and comply with all applicable provisions of this Agreement and shall be deemed to be a Party for all purposes of this Agreement.

(e) Each Permitted Transferee of any Party to which Shares are Transferred shall, and such Party shall cause such Permitted Transferee to, Transfer back to such Party (or to another Permitted Transferee of such Party) any Shares it owns if such Permitted Transferee ceases to be a Permitted Transferee of such Party.

10.3 Legend on Certificates.

(a) Upon the execution of this Agreement, the Parties shall cause the Company to include upon each certificate representing the Shares owned by the Parties a legend in Spanish in substantially the form set forth below:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A SHAREHOLDERS AGREEMENT, DATED AS OF FEBRUARY 10, 2010, BETWEEN CAP S.A. AND M.C. INVERSIONES LIMITADA. REFERENCE ALSO IS MADE TO THE RESTRICTIVE PROVISIONS OF THE BYLAWS OF COMPAÑÍA MINERA DEL PACÍFICO S.A. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH SHAREHOLDERS AGREEMENT AND THE BYLAWS.

(b) Except as otherwise expressly provided in this Agreement, all certificates, if any, representing Shares hereafter issued to or acquired by any of the shareholders or their successors hereto shall bear the legend set forth above, and the Shares represented by such certificates shall be subject to the applicable provisions of this Agreement. The rights and obligations of each Party hereto shall inure to and be binding upon each transferee to whom Shares are Transferred by any Party hereto, except for Transfers described in Sections 11.2 and 11.3. Any Party wishing to Transfer Shares shall give written notice to the Company prior to any transfer (whether or not to a Permitted Transferee) of any Shares.

10.4 Right of First Refusal.

(a) *Transfer Notice.* If at any time any Party proposes to Transfer all or part of its Shares to any Person other than a Permitted Transferee, to a purchaser of Shares in an IPO in accordance with Section 11.3 or to a purchaser of Shares in a sale of Shares in a stock exchange (and, in the case of a proposed Transfer by CAP, only if such Transfer would not result in CAP holding less than a majority of the then issued and outstanding voting Shares), then such Party (a "Seller") shall give the other Party (a "ROFR Party") written notice of such Seller's intention to make the Transfer (the "ROFR Transfer Notice"), which ROFR Transfer Notice shall include (i) a description of the Shares to be transferred (the "Offered Securities"), (ii) the identity of the prospective Transferee(s) and (iii) the consideration and the material terms and conditions upon which the proposed Transfer is to be made. The ROFR Transfer Notice shall certify that the Seller has received a *bona fide* offer from the prospective Transferee(s) and in good faith believes a binding agreement for the Transfer is obtainable on the terms set forth in the ROFR Transfer Notice. The ROFR Transfer Notice shall also include a copy of any written proposal, term sheet or letter of intent or other agreement relating to the proposed Transfer.

(b) *Exercise of Right of First Refusal.* The ROFR Party shall have an option for a period of ninety (90) days from receipt of the ROFR Transfer Notice (the "ROFR Notice Period"), to elect to purchase all of the Offered Securities at the same price and subject to the same terms and conditions as described in the ROFR Transfer Notice. The ROFR Party may exercise such purchase option and, thereby, purchase all of the Offered Securities by notifying the Seller in writing before expiration of the ROFR Notice Period. If the ROFR Party gives the Seller notice that it desires to purchase the Offered Securities, then payment for the Offered Securities to be purchased shall be by wire transfer, against delivery of such Offered Securities at a place agreed upon between the Parties and at the time of the scheduled closing therefor, which shall be no later than one hundred eighty (180) days after the ROFR Party's receipt of the ROFR Transfer Notice, unless the ROFR Transfer Notice contemplated a later closing with the prospective third party Transferee(s).

(c) *Consummation of Sale.* If no ROFR Party delivers a notice in accordance with Section 10.4(b), the Seller may, during the one hundred eighty (180) day period immediately following the expiration of the ROFR Notice Period, Transfer all of the Offered Securities to the prospective third party Transferee named in the ROFR Transfer Notice on terms and conditions no more favorable to

such Person than those set forth in the ROFR Transfer Notice. If the Seller does not Transfer the Offered Securities within such one hundred eighty (180) day period, the rights provided hereunder shall be deemed to be revived and the Offered Securities shall not be Transferred to any Person other than a Permitted Transferee unless first reoffered in accordance with this Section 10.4.

(d) *Closing*. At the closing of any sale and purchase pursuant to this Section 10.4, the Seller shall deliver to the ROFR Party certificate or certificates representing the Offered Securities to be sold (if any), accompanied by stock powers with signatures guaranteed and all necessary stock transfer taxes paid and stamps affixed, if necessary, against receipt of the purchase price therefore from such ROFR Party by wire transfer of immediately available funds.

10.5 Lockup Period. Subject to Section 6.3, neither Party shall Transfer any of its Shares to any Person other than a Permitted Transferee until the date which is three (3) years following the Merger Closing Date.

SECTION 11. NEW SECURITIES; TAG ALONG RIGHTS

11.1 Right of First Refusal for New Securities.

(a) In accordance with the Companies Law and following the end of the Transition Period, each of the shareholders shall have preemptive rights to subscribe and purchase New Securities (as defined below) that the Company may, from time to time, resolve to issue and sell in accordance with the terms of this Agreement (including, without limitation, Section 11.5). Such preemptive rights shall allow each shareholder to subscribe and purchase its pro rata share of New Securities based on its percentage ownership of the Shares (a "Pro Rata Share"). In addition to any preemptive rights that the shareholders may be entitled under the Companies Law (other than in connection with an IPO), the Parties agree that in the event a Party does not subscribe and purchase any or all of its Pro Rata Share of New Securities, the remaining Parties shall each have the right to subscribe and purchase their Pro Rata Shares of such unpurchased New Securities (ignoring the percentage ownership of the non-purchasing Party) until all of the New Securities are subscribed and purchased or until no other Party desires to subscribe and purchase any more New Securities. The right of first refusal granted hereunder shall terminate if unexercised within ninety (90) calendar days after the date of expiration of the statutory preemptive rights period. The Parties agree to vote their Shares in order to cause the Company to adopt any and all corporate decisions that may be necessary to implement such right of first refusal.

(b) "New Securities" shall mean any newly issued shares of capital stock of the Company and all rights, options or warrants to purchase shares, and securities of any type whatsoever that are, or may become, convertible into, or exchangeable for, such shares of capital stock of the Company.

11.2 Tag-Along.

(a) In the event of a proposed Transfer of Shares by CAP, or any of its Permitted Transferees, other than to a Permitted Transferee or to a purchaser of Shares in an IPO in accordance with Section 11.3, and as a result of such proposed Transfer of Shares, CAP, together with its Permitted Transferees, would no longer hold, more than, fifty percent (50%) of the then issued and outstanding voting Shares, MCI shall have the right to participate (up to all of the Shares then owned by MCI) on the same terms and conditions and for the same per Share consideration as CAP in the Transfer in the manner set forth in this Section 11.2. Prior to any such Transfer, CAP shall deliver prompt written notice (the "Transfer Notice"), to MCI, which notice shall state (i) the name of the proposed Transferee, (ii) the number of Shares proposed to be Transferred (the "Transferred Securities") and the percentage (the "Tag Percentage") that such number of Shares constitute of the total number of Shares owned by such Transferring Party, (iii) the proposed purchase price therefor, including a description of any non-cash consideration sufficiently detailed to permit the determination of the fair market value thereof, and (iv) the other material terms and conditions of the proposed Transfer,

including the proposed Transfer date (which date may not be less than sixty (60) days after delivery to MCI of the Transfer Notice). Such notice shall be accompanied by a written offer from the proposed Transferee to purchase the Transferred Securities, which offer may be conditioned upon the consummation of the sale by CAP, or the most recent drafts of the purchase and sale documentation between CAP and the proposed Transferee which shall make provision for the participation of MCI in such sale consistent with this Section 11.2.

(b) MCI may elect to participate in the proposed Transfer to the proposed Transferee identified in the Transfer Notice by giving written notice to CAP within the sixty (60) day period after the delivery of the Transfer Notice to MCI, which notice shall state that MCI elects to exercise its rights of tag-along under this Section 11.2 and shall state the number of Shares (up to all of the Shares then owned by MCI) MCI wishes to sell under its right to participate. To the extent MCI exercises such right of participation in accordance with the terms and conditions set forth in this Section 11.2, the number of Transferred Securities that CAP may sell in the Transfer shall be correspondingly reduced.

(c) MCI, if it is exercising its tag-along rights hereunder, shall deliver to CAP at the closing of the Transfer of the Transferred Securities pursuant to the terms and conditions specified in the Transfer Notice, certificates representing the Transferred Securities to be Transferred by MCI, duly endorsed for transfer or accompanied by stock powers duly executed, in either case executed in blank or in favor of the applicable purchaser against payment of the aggregate purchase price therefor by wire transfer of immediately available funds. MCI, if it participates in a sale pursuant to this Section 11.2, shall receive consideration in the same form and per share amount as CAP. The proposed Transfer date may be extended beyond the date described in the Transfer Notice to the extent necessary to obtain required approvals of Governmental Bodies and other required approvals and the Parties shall and, shall take all Necessary Actions to cause the Company to, use their and its respective commercially reasonable efforts to obtain such approvals.

(d) To the extent that any prospective purchaser refuses to purchase all of the Shares that MCI elects to sell in an exercise of its rights in accordance with this Section 11.2 or the number of Shares MCI wishes to sell under its participation right exceeds the Transferred Securities, CAP shall reduce the number of Shares of Transferred Securities it sells to such prospective purchaser such that, simultaneously with such sale, MCI shall be able to sell, and shall sell such number of Shares its desires to sell pursuant to this Section 11.2 for the same consideration and on the same terms and conditions as the proposed Transfer described in the Transfer Notice. In the event that, after any reduction in the number of CAP's Transferred Securities in accordance with this Section 11.2(d), (i) CAP would no longer be Transferring any Transferred Securities and/or (ii) such prospective purchaser declines to proceed with such sale, then CAP shall not proceed with such sale and the rights hereunder shall be deemed to be revived and no Transfer of Transferred Securities shall occur unless first submitted to the process set forth in this Section 11.2.

(e) If CAP sells or otherwise Transfers to the Transferee any of its Shares in breach of this Section 11.2, then MCI shall have the right to sell to CAP, and CAP undertakes to purchase from MCI, the number of Shares that MCI would have had the right to sell to the Transferee pursuant to this Section 11.2, for a per Share amount and form of consideration and upon the terms and conditions on which the Transferee bought such Shares from CAP, but without any indemnity being granted by MCI to CAP; provided that nothing contained in this Section 11.2(e) shall preclude MCI from seeking alternative remedies against CAP as a result of its breach of this Section 11.2.

11.3 IPO by the Company. Subject to Section 11.4, CAP shall have the right to arrange for an IPO of the Shares after a period of three (3) years from and after the Merger Closing Date, by providing MCI with sixty (60) days written notice prior to pricing of the IPO.

11.4 IPO Piggy-Back Right.

(a) In the event a proposed Transfer to a purchaser in an IPO in accordance with Section 11.3 would result in CAP no longer holding Control of the Company, then MCI shall have the right to participate in such IPO for the sale of up to all of its Shares then owned, on the same terms and conditions and for the same per Share consideration as contemplated in the IPO, and CAP shall take all Necessary Actions to permit MCI to exercise its right to participate in accordance with this Section 11.4(a). If an IPO that is subject to this Section 11.4(a) is for an underwritten offering, then CAP shall so advise MCI. If the representatives of the underwriters determine in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the Company or the underwriter(s) shall be required to include in the offering (an "Underwriter Cutback") first, in order of priority, the number of Shares (up to all of the Shares then owned by MCI) that MCI wishes to offer in the IPO (the "MCI Participant Shares"), second, in order of priority, the number of Shares that CAP wishes to offer in the IPO (the "CAP Participant Shares"), and third, in order of priority, the Shares offered by the Company (the "Company Participant Shares"). If, due to an Underwriter Cutback, less than all of the MCI Participant Shares, CAP Participant Shares and Company Participant Shares may be included in the offering, then the underwriters may exclude the CAP Participant Shares and the Company Participant Shares from the offering on a pro rata basis between (A) CAP Participant Shares and (B) Company Participant Shares. In the event that, after (x) MCI's exercise of its rights in accordance with this Section 11.4(a) or (y) any reduction in the number of CAP Participant Shares and Company Participant Shares in accordance with this Section 11.4(a), less than all of the MCI Participant Shares will be included in the offering, then CAP shall not proceed with such IPO and MCI's rights under this Section 11.4(a) shall be deemed to be revived and no Transfer pursuant to an IPO in accordance with Section 11.3 shall occur unless first submitted to the process set forth in this Section 11.4(a). CAP or the Company (or both of them, as applicable), shall bear all reasonable expenses incurred in connection with a Transfer of Shares in an IPO in accordance with this Section 11.4(a), including, without limitation, discounts, commissions or other amounts payable to underwriters or brokers, printers' fees, accounting fees and attorney's fees.

(b) In the event a proposed Transfer to a purchaser in an IPO in accordance with Section 11.3 would not result in CAP losing Control of the Company, then MCI shall have the right to participate in such IPO for the sale of its pro rata share of Shares to be sold in the IPO based on its percentage ownership of the Shares, on the same terms and conditions and for the same per Share consideration as contemplated in the IPO, and CAP shall take all Necessary Actions to permit MCI to exercise its right to participate in accordance with this Section 11.4(b).

11.5 Capital Increase. In the case of a decision to increase the Capital of the Company, if CAP wishes to waive or assign its preemptive rights under Chilean Applicable Law in a transaction other than an IPO in accordance with Section 11.3, and such waiver or assignment would result in CAP no longer holding more than fifty percent (50%) of the then issued and outstanding voting Shares, then MCI shall have a right to participate in the proposed Transfer, subject to all of the requirements in Section 11.2.

SECTION 12. DEFAULT

12.1 Breach of Contract. A Party shall be in breach of this Agreement if it breaches any representation or warranty, or fails fully to perform any of its obligations, under this Agreement.

12.2 Call / Put Mechanism in Case of Default. Whenever a material breach of the Agreement has occurred, any Party not in breach or default may give notice in writing to the defaulting Party that there is a material breach of the Agreement ("Defaulting Notice"). In case the defaulting Party does not correct such failure within ninety (90) days from receipt of the Defaulting Notice (the "Cure Period"):

(a) If CAP holds the complying Party position, CAP shall have the right (but not the obligation), to purchase from MCI (holding the defaulting Party position) all of its Shares and MCI shall be obliged to sell all such Shares (the "Default Call Option"). For purposes of exercising the Default

Call Option, CAP shall give written notice to MCI, within sixty (60) days after the end of the Cure Period, of CAP's decision to purchase MCI's Shares. In this case, the price payable by CAP shall be Fair Market Value less fifteen percent (15%).

(b) If MCI holds the complying Party position, MCI shall have the right (but not the obligation), to sell to CAP (holding the defaulting Party position) all of its Shares and CAP shall be obliged to buy all such Shares (the "Default Put Option"). For purposes of exercising the Default Put Option, MCI shall give written notice to CAP, within sixty (60) days after the end of the Cure Period, of MCI's decision to sell its Shares. In this case, the price payable by CAP shall be Fair Market Value plus fifteen percent (15%).

The right and remedies provided in this section shall be in addition to and not in substitution for any other remedies that may be available to the complying shareholder under the Agreement, any exercise of such right shall not relieve the defaulting shareholder from any obligation accrued prior to the date of termination or any liability or damages to each of the other party for breach of the Agreement.

12.3 Indemnification. Each of the Parties agrees to protect, indemnify, hold harmless and defend the other Party and its respective Agents, and permitted assigns from and against (and pay the full amount of) any and all Losses, which are incurred by such Persons and which are caused by, result from, arise out of or occur in connection with any breach of warranty or inaccurate or erroneous representation made by one Party or any failure to comply with any of its obligations pursuant to this Agreement.

SECTION 13. UNDERTAKINGS BY THE PARTIES

13.1 Non-Competition.

(a) The Parties and their parent companies shall use the Company as their sole vehicle for engaging in the Core Business in South Pacific Countries.

(b) No Party shall, nor permit its Affiliates to, directly or indirectly, for the term of this Agreement and for three (3) years thereafter (for activities in Chile) and two (2) years thereafter (for activities in South Pacific Countries other than Chile), either on its own account or in conjunction with or on behalf of any Person, carry on or be engaged, directly or indirectly, as a shareholder, investor or partner, in establishing or carrying on the business of exploring for, developing, mining and processing (or any of such activities) iron ore from mines located in the South Pacific Countries that would compete with the Company in its business of exploring for, developing, mining and processing iron ore from CMP's mines located in the South Pacific Countries.

(c) MCI shall use its reasonable best efforts to maintain internal controls among MCI and its Affiliates in order to ensure compliance with the confidentiality obligations set forth in Section 13.2.

(d) Notwithstanding anything to the contrary in this Section 13.1, MCI and its Affiliates shall have the right to engage in the business of exploring for, developing, mining, processing, purchasing and selling iron ore and iron ore products from mines located outside of the South Pacific Countries and the Parties expressly agree and acknowledge that such activities by MCI or its Affiliates or any of them shall be deemed to not be a breach of MCI's obligations contained in this Section 13.1.

13.2 Confidentiality.

(a) Except as specifically authorized by this Agreement, each of the Parties shall, and shall cause their respective Affiliates and Agents to, during the term of this Agreement and for a period of three (3) years thereafter (or such longer period as may be permitted by Applicable Law respecting any trade secret), keep secret and maintain in confidence all Confidential Information (as defined below) disclosed to it, and shall not, and shall cause their respective Affiliates and Agents not to, (i) disclose

any Confidential Information to any Person other than the Company and the Parties, their Affiliates and their respective Agents that need to know such Confidential Information, or (ii) use such Confidential Information for any purpose other than determining and performing its obligations and exercising its rights under this Agreement. For purposes of this Agreement, "Confidential Information" means all confidential and proprietary information and data of the Company and its Subsidiaries (including all financial information and data, customers, projects and suppliers).

(b) Notwithstanding the provisions of this Section 13.2, no Party, any Affiliate of a Party, the Company or any of their respective Affiliates or Agents shall be prevented from using, disclosing, or authorizing the disclosure of Confidential Information it receives which:

(i) is or becomes publicly known by any means other than through unauthorized acts or omissions of such Person;

(ii) is disclosed in good faith to such Person by a third party entitled to make such disclosure;

(iii) is required to be disclosed by law or by a final court order, in each of which cases such Person must inform the disclosing party as promptly as is reasonably necessary to enable the disclosing party to take action to, and use such party's reasonable best efforts to, limit the disclosure and maintain confidentiality to the extent possible; or

(iv) is independently developed by such Person (or its Affiliates).

(c) All Confidential Information obtained by the Company or a Party may be disclosed by the Company or such Party or the Company's or such Party's Affiliates or Agents to its designated employees whose duties require such disclosure for the implementation of this Agreement. In that event, such Party shall take all reasonable precautions to prevent such employees from using any such Confidential Information for their personal benefit and to prevent any unauthorized disclosure of such Confidential Information to any third party.

13.3 Marketing and Sales Services. Marketing and sales policies for CMP shall be in accordance with past practices of CMP. However, certain services to be provided by MC and/or MCI in regards to sale support and market intelligence/information in the Asian market shall be on a fee basis. Similarly, CAP shall also supply certain services to CMP on a fee basis. The scope of work of providing these services and the fees shall be discussed and agreed to among CAP and MCI and/or MC.

13.4 Secondment of MCI Employees. The Parties shall take all Necessary Actions to cause the Company to appoint to appropriate positions in the sales and marketing, corporate strategy and planning, financial and operational divisions of the Company, up to four (4) individuals at any time designated by MCI, as long as they are hired by the Company as full-time employees on similar terms as other equivalent employees of the Company; provided however, that in the event that MCI believes that the Company would benefit from having a larger number of such individuals seconded to the Company, CAP will consider and evaluate such request, and provided further however, nothing in this Section 13.4 shall require any such individual to terminate his or her status as an employee of MCI or its Affiliates.

SECTION 14. REPRESENTATIONS AND WARRANTIES

14.1 Representations and Warranties of MCI. As of the date of this Agreement and as of the Merger Closing Date (as though made on the Merger Closing Date), MCI represents and warrants to CAP as follows:

(a) Organization and Standing. MCI is a company (*sociedad de responsabilidad limitada)* duly organized and validly existing under the Applicable Law of Chile and has all requisite corporate power and authority necessary to enable it to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted.

(b) Authorization; Validity. MCI has all requisite corporate power and corporate authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by MCI of this Agreement have been duly authorized by all necessary action on the part of MCI. . This Agreement has been duly executed and delivered by MCI. This Agreement constitutes legal, valid and binding obligations of MCI enforceable against it in accordance with their respective terms.

(c) No Conflicts. The execution, delivery and performance by MCI of this Agreement will not conflict with, result in any violation of or default (with or without notice or lapse of time or both) under, give rise to a right of termination, cancellation or acceleration of any obligation (in each case by any third party) or to the loss of any benefit under (i) any provision of the organizational documents of MCI, or (ii) any judgment, injunction, Applicable Law or contract to which it is a party or by which it or any of its properties is bound. To the knowledge of MCI no third party approval and no governmental approval is required to be obtained or made by MCI in connection with the execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement, except for third party approvals or governmental approvals the absence of which, individually or in the aggregate, would not have an adverse effect on the ability of MCI to perform in all material respects its obligations under this Agreement in accordance with its terms.

14.2 Representations and Warranties of CAP. As of the date of this Agreement and as of the Merger Closing Date (as though made on the Merger Closing Date), CAP represents and warrants to MCI as follows:

(a) Organization and Standing. CAP is a corporation (*sociedad anónima*) duly organized and validly existing under the Applicable Law of Chile, and it has all requisite power and authority necessary to enable it to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted.

(b) Authorization; Validity. CAP has all requisite corporate power and corporate authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by CAP of this Agreement have been duly authorized by all necessary action on the part of CAP. This Agreement has been duly executed and delivered by CAP. This Agreement constitutes legal, valid and binding obligations of CAP, enforceable against it in accordance with their respective terms.

(c) No Conflicts. The execution, delivery and performance by CAP of this Agreement will not conflict with, result in any violation of or default (with or without notice or lapse of time or both) under, give rise to a right of termination, cancellation or acceleration of any obligation (in each case by any third party) or to the loss of any benefit under (i) any provision of the organizational documents of CAP, or (ii) any judgment, injunction, Applicable Law or contract to which it is a party or by which it or any of its properties is bound. To the knowledge of CAP, no third party approval and no governmental approval is required to be obtained or made by CAP in connection with the execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement, except for third party approvals or governmental approvals the absence of which, individually or in the aggregate, would not have an adverse effect on the ability of CAP to perform in all material respects its obligations under this Agreement in accordance with its terms.

SECTION 15. TERMINATION

15.1 Termination of this Agreement. This Agreement shall be effective as of the Merger Closing Date and shall remain in force until any of the following events occur:

(a) Termination of this Agreement by written agreement of the Parties.

(b) A material breach of this Agreement and the breaching Party has failed to cure such breach according to Section 12 above and the non-breaching Party has given written notice of its election to so terminate.

(c) MCI fails to subscribe and pay for the Capital Increase: (i) within ten (10) Business Days after CAP has complied with all covenants required to be performed by CAP pursuant to the Master Agreement and the condition precedent to the obligation of MCI to pay to the Company the amount of the Capital Increase has been satisfied or waived by MCI, or (ii) December 31, 2010, whichever is the earlier date.

(d) At any time after the Transition Period, MCI owns less than the following percentage of the issued and outstanding Shares: (i) twelve and one-half (12.5%), or (ii) the minimum percentage that would allow MCI to elect at least one (1) director of the Company, whichever is the lower percentage.

(e) A Bankruptcy Event, with respect to CAP or MCI, at the election of the Party not subject to the Bankruptcy Event, by giving written notice of its election to so terminate. A "Bankruptcy Event", with respect to CAP or MCI, shall mean any of the following actions by such Person:

(i) the commencement by it of a voluntary case or proceeding under any applicable bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of it in an involuntary case or proceeding under any applicable bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it which remains unseated or undismissed and in effect for a period of ninety (90) consecutive days, or the filing by it of a petition or answer or consent seeking reorganization or relief under any such law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of such Person or of any substantial part of its property, or the making by it of an assignment for the benefit of its creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of any action by it in furtherance of any such action, or

(ii) the entry by a court having jurisdiction of (1) a decree or order for relief in respect of such Person in an involuntary case or proceeding under any applicable bankruptcy, insolvency, reorganization or other similar law or (2) a decree or order adjudging such Person a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement or composition of or in respect of such Person under such law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of such Person or of any substantial part of its properties or assets, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of sixty (60) consecutive days.

(f) If any government approvals are withdrawn preventing the Company from continuing normal operations and such approvals are not restored or reinstated within ninety (90) days.

15.2 Any Party that elects to terminate this Agreement pursuant to this Section 15 (the "Terminating Party") shall effect such election by giving notice thereof to the other Party and the Company, which notice shall specify in detail the grounds for such termination. Such notice must be given within thirty (30) days following the date on which the Terminating Party becomes aware of the occurrence of the event that triggers the right to terminate this Agreement.

15.3 Liquidation. The Parties hereby agree that in case of liquidation of the Company they will liquidate it by mutual agreement.

If a mutual agreement is not reached, an arbitrator elected under Section 16 below shall proceed with the liquidation.

SECTION 16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law. Chilean Applicable Law, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction, shall govern the formation, validity, interpretation, performance, execution, amendment and settlement of disputes under this Agreement.

16.2 Dispute Resolution.

(a) Upon the occurrence of any difficulty, dispute, controversy or claim among the Parties, arising out of or relating to the Agreement, or the formation, validity, performance, interpretation, breach or termination thereof (a "Dispute"), the Parties shall first attempt to resolve the Dispute in a mutually satisfactory manner through negotiation. If, within twenty (20) days after written notice by either Party of the existence of a Dispute, the Parties have not entered into an agreement in writing resolving such Dispute, then the Dispute shall be referred to the respective chairmen of the boards of directors or chief executive officers of the Parties.

(b) If the Parties do not resolve their Dispute within thirty (30) days of the initial written notice by either Party of the existence of a Dispute, then such Dispute shall be resolved through arbitration pursuant to the Rules of Arbitration Procedure of the Santiago Arbitration and Mediation Center of the Santiago Chamber of Commerce or any successor organization (the "Rules").

(c) The arbitration shall be conducted before an arbitral tribunal (the "Arbitral Tribunal") composed of three (3) arbitrators (*árbitros mixtos*). Each of the Parties shall appoint an arbitrator within a period of thirty (30) days from the date of the notice of arbitration. The third arbitrator shall be appointed by mutual consent of the other two arbitrators within thirty (30) days as from the date of appointment of the last of the arbitrators appointed by the Parties. Each arbitrator must be (i) a Chilean lawyer, (ii) fluent in English and Spanish, and (iii) experienced in international commercial transactions (the "Qualifications"). All arbitrators selected will be subject to disqualification (*implicancia*) or recusal (*recusación*) recognized under Applicable Laws in Chile or the Rules.

(d) If one or both Parties does or do not appoint an arbitrator pursuant to the foregoing clause, or if the two (2) arbitrators appointed by the Parties do not agree on the appointment of the third arbitrator within the thirty (30) day period in Section 16.2(c), then the remaining members of the Arbitral Tribunal shall be appointed by the Santiago Chamber of Commerce. The Parties hereby confer an irrevocable special power of attorney upon such Chamber of Commerce so that it may, following the expiration of the above thirty (30) day period and at the written request of any thereof, appoint the third arbitrator from among members of the arbitration corps of the Santiago Arbitration and Mediation Center, which comply with the Qualifications.

(e) The arbitration shall be conducted in the city of Santiago, Chile, or such other place as it is unanimously agreed in writing by the parties to the arbitration. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the procedures set forth in the Rules. In determining any question, matter or dispute before them, the Arbitral Tribunal shall apply the provisions of this Agreement. The official language of the arbitration will be English but (i) any Party may elect to submit documents or other information to the arbitral tribunal in English or Spanish, (ii) any witness whose native language is not English may elect to give testimony in his or her native language (with simultaneous translation into English if the Parties and the Arbitral Tribunal deem appropriate and feasible), and (iii) the Arbitral Tribunal must communicate awards, orders, and other written communications to the Parties to the arbitration in both English and Spanish. If simultaneous translation is required, the translator will be appointed by the Arbitral Tribunal. Each Party may also hire a translator at the Party's own expense, and may participate in the examination and cross-

examination of witnesses at any hearing. Each Party will bear its own costs and expenses, including attorneys' fees, in connection with such arbitration, unless otherwise determined by the Arbitral Tribunal.

(f) The Parties specifically agree that any legal action, including the filing of any precautionary actions (*medidas precautorias*) or pre-judicial actions (*medidas prejudiciales*) will be recognized and resolved by the Arbitral Tribunal; provided, however, that, at any time before or after an Arbitral Tribunal is effectively in place, any Party may file precautionary actions (*medidas precautorias*) or pre-judicial actions (*medidas prejudiciales*) before a court of competent jurisdiction to the extent necessary to preserve the status quo pending the final outcome of an arbitration proceeding under this Section 16.2.

(g) Any decision or award of the Arbitral Tribunal shall be final and binding upon the parties to the arbitration proceeding. Any rights to appeal or to review of such award by any court or tribunal are hereby waived by the Parties, to the extent permitted by law. The Arbitral Tribunal is especially empowered to resolve any matter relating to its competence and/or jurisdiction. The arbitral award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

SECTION 17. MISCELLANEOUS

17.1 Conflicts and Amendments. If any provisions herein conflict with the Bylaws, the provisions herein shall prevail. This Agreement may not be amended except by an instrument in writing signed by the duly authorized representative of each of the Parties, subject to the approval of any Governmental Bodies, if required.

17.2 Survival of Agreements. The agreements of the Parties contained under Section 13 "Undertakings by the Parties" shall (except as otherwise provided in this Agreement) continue to survive in accordance with their terms, notwithstanding and after the termination of this Agreement and the dissolution of the Company.

17.3 Notices. Notices or other communications to any Party required or contemplated hereunder shall be written in English and shall be addressed to such Party at the address set forth below or at such other address as shall be designated by such Party and shall be by hand, facsimile or prepaid international express courier service, and shall be deemed to have been effectively given (a) in the case of personal delivery, on the date of personal delivery, (b) if sent by facsimile, when the transmission report shows the notice has been sent, so long as the notice is also sent on the same day by courier and (c) if sent by courier, three (3) days after mailing.

MCI: M.C. Inversiones Limitada
Avenida Apoquindo 4499, Floor 14, Las Condes
Santiago, Chile
Attn: Mr. Takeaki Doi, Sub-Gerente General
Tel: +56-2-340-1180
Fax: +562-340-1189
E-mail address: takeaki.doi@mitsubishicorp.com

with a copy to: Carey y Cia. Ltda., Abogados
Miraflores 222, Piso 24
Santiago, Chile
Attn: Mr. Francisco Ugarte
Tel: +562-365-7376
Fax: +56 2-633-1980
E-mail address: fugarte@carey.cl

CAP: CAP S.A.
Avenida Gertrudis Echeñique 220, Las Condes
Santiago, Chile
Attn: Mr. Sergio Verdugo, Chief Operating Officer
Tel: +562- 818-6130
Fax: +562-818-6146
E-mail address: sverdugo@cap.cl

with a copy to: CAP S.A.
Avenida Gertrudis Echeñique 220, Las Condes
Santiago, Chile
Attn: Mr. Eduardo Frei, Chief Legal Counsel
Tel: +562- 818-6130
Fax: +562-818-6146
E-mail address: efrei@cap.cl

17.4 Waivers. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such failure or delay by any Party in exercising any right, power or remedy under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any of the same preclude any future exercise thereof.

17.5 Expenses. Except as otherwise provided in this Agreement, all other costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

17.6 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, the Parties agree that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

17.7 Entirety of Agreement. The provisions of this Agreement set forth the entire agreement and understanding among the Parties as to the subject matter hereof and supersede all prior agreements, oral or written, and all other prior communications between the Parties relating to the subject matter hereof, other than those written agreements executed and delivered contemporaneously herewith.

17.8 Successors and Assigns. Except as expressly permitted under this Agreement, all of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and Permitted Transferees. No Party may Transfer any of its rights hereunder to any Person other than in accordance with this Agreement.

17.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall give or be construed to give to any Person, other than the Parties and such assigns, any legal or equitable rights hereunder.

17.10 Publicity. No Party will issue any press release or make any other public announcement relating to the existence of this Agreement or the transactions contemplated hereby without the prior approval of the other Parties, unless required by Applicable Law, in which case, the affected Party shall , to the extent possible, consult with the other Party and offer the other Party the opportunity to comment on such announcement prior to its issuance.

17.11 Construction. This Agreement has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against any of the Parties.

17.12 Disclaimer of Agency. Except for provisions herein expressly authorizing one Party to act for another, this Agreement shall not constitute any Party or the Company as a legal representative or agent of any other Party or its Affiliates or the Company, nor shall a Party or the Company have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against or in the name or on behalf of any other Party or any of its Affiliates or the Company unless otherwise expressly permitted by such Party or the Company.

17.13 Material Change. If a change in Applicable Law occurs during the term of this Agreement that renders any material provision of this Agreement illegal or unenforceable, the Parties shall negotiate in good faith in an attempt to reach agreement on an amendment to this Agreement that preserves the original intent of the Parties, including the anticipated economic consequences of this Agreement.

17.14 Registration of Agreement. The Parties shall take all Necessary Actions to cause the Company to register in its Shareholders Registry a certified Spanish translation of this Agreement and shall confirm such registration to each of the Parties.

17.15 Counterparts. This Agreement may be executed in any number of counterparts and by Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

17.16 Specific Performance. The rights of the Parties under this Agreement are unique and, accordingly, each Party shall have the right, in addition to such other remedies as may be available to any of them at law or in equity, to enforce its rights hereunder by actions for specific performance in addition to any other legal or equitable remedies they might have to the extent permitted by Chilean Applicable Law.

17.17 Further Instruments and Actions. The Parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement. Each Party agrees to cooperate affirmatively with all other Parties, to the extent reasonably requested by such Parties, to enforce rights and obligations herein provided.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the date of this Agreement by their duly authorized representatives.

M.C. INVERSIONES LIMITADA

By: _____
Name: Takeaki Doi
Title: Sub-Gerente General

CAP S.A.

By: _____
Name:
Title:

The Company acknowledges the execution and delivery of this Agreement by the Parties and receipt of a counterpart hereof.

COMPAÑÍA MINERA DEL PACÍFICO S.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the date of this Agreement by their duly authorized representatives.

M.C. INVERSIONES LIMITADA

By: _____
Name: Takeaki Doi
Title: Sub-Gerente General

CAP S.A.

By: _____
Name: JAIME CHARLES
Title: Chief Executive Officer

The Company acknowledges the execution and delivery of this Agreement by the Parties and receipt of a counterpart hereof.

COMPAÑÍA MINERA DEL PACÍFICO S.A.

By: _____
Name:
Title:

EXHIBIT A: BYLAWS OF THE COMPANY

ESTATUTOS REFUNDIDOS COMPAÑÍA MINERA DEL PACÍFICO S.A.

TÍTULO PRIMERO.- NOMBRE, DOMICILIO, DURACIÓN Y OBJETO.-

ARTÍCULO PRIMERO.- El nombre será **"COMPAÑÍA MINERA DEL PACIFICO S.A."**, y su domicilio, la ciudad de La Serena, pudiendo establecer agencias o sucursales en otros puntos del país o del extranjero.-

ARTÍCULO SEGUNDO.- La Compañía tendrá una duración indefinida.-

ARTÍCULO TERCERO.- La Compañía tiene los siguientes objetos específicos: a) Explotar yacimientos mineros propios o ajenos de cualquier clase de substancias concesibles por la ley; b) Explorar, reconocer, formular pedimentos, manifestar, mensurar, constituir pertenencias y derechos mineros sobre toda clase de substancias minerales y en general, adquirir a cualquier título yacimientos mineros; enajenarlos, darlos o recibirlos en arrendamiento o cualquier otra forma de goce, adquirir enajenar, importar o exportar minerales, todo ello personalmente o en conjunto con otras personas naturales o jurídicas; c) Adquirir, construir, explotar, tomar y dar en arrendamiento o a cualquier título plantas de beneficio, fundiciones y puertos e instalaciones anexas; d) Comercializar y vender minerales en cualquier estado, sean o no de su producción, ya sea en forma directa o indirecta; e) Adquirir, instalar y explotar industrias complementarias, derivadas, secundarias, abastecedoras de materias primas, insumos o servicios, o relacionadas directa o indirectamente con los objetos anteriores; f) Prestar servicios de investigación geológica y minera, de ingeniería, de mantención mecánica e industrial, de construcción y de movimiento de tierras; y g) Formar, constituir, participar, modificar y administrar sociedades de cualquier naturaleza, para la realización de los objetos anteriores y coordinar al gestión de las mismas.

TÍTULO SEGUNDO.- CAPITAL Y ACCIONES.-

ARTÍCULO CUARTO.- El capital de la Compañía es de [•] dólares, moneda legal de los Estados Unidos de América, dividido en 4.185.886 acciones ordinarias, nominativas, de una misma serie, sin valor nominal, íntegramente suscrito y pagado en la forma establecida en el artículo primero transitorio.

ARTÍCULO QUINTO.- Las acciones serán nominativas y constarán en títulos representativos de una o más acciones.- Su suscripción deberá constar por escrito.-

ARTÍCULO SEXTO.- La Compañía llevará un Registro de Accionistas en el que anotará las suscripciones y transferencias de acciones, debiendo inscribir en él sin más trámite los traspasos que se le presenten, siempre que se ajusten a las formalidades mínimas que precise el Reglamento de Sociedades Anónimas.-

ARTÍCULO SÉPTIMO.- La adquisición de acciones de la Compañía implica la aceptación de estos estatutos y de los acuerdos adoptados en Junta de Accionistas.-

ARTÍCULO OCTAVO.- Si una o más acciones pertenecieran en común a dos o más personas, los codueños deberán designar un apoderado común.-

ARTÍCULO NOVENO.- Los accionistas deben ejercer sus derechos sociales respetando los derechos de la Compañía y de los otros accionistas.-

TÍTULO TERCERO.- DIRECTORIO.-

ARTÍCULO DÉCIMO.- El Directorio estará compuesto por siete miembros titulares y sus respectivos suplentes, esencialmente revocables elegidos en Junta de Accionistas por un período de tres años, al cabo del cual deberá renovarse totalmente.- Los Directores son reelegibles y podrán no ser accionistas.- En su primera sesión, el Directorio elegirá de entre sus miembros un Presidente para el período, el que, no obstante, podrá ser removido

antes de completarse, caso en el cual elegirá un Presidente reemplazante por el tiempo que falte del período.- El Presidente del Directorio lo será también de la Compañía.-

ARTÍCULO DÉCIMO PRIMERO.- Si se produjere la vacancia de un cargo de Director, deberá renovarse totalmente el Directorio en la próxima Junta Ordinaria y en el intertanto, el Directorio podrá nombrar un reemplazante.-

ARTÍCULO DÉCIMO SEGUNDO.- Si por cualquiera causa no se celebrare en la época establecida la Junta Ordinaria llamada a hacer la elección de los Directores, se entenderán prorrogadas las funciones de los que hubieren cumplido su período hasta que se les confirme o se les nombre reemplazantes, y el Directorio deberá convocar, dentro del plazo de treinta días, una Junta para hacer el nombramiento.-

ARTÍCULO DÉCIMO TERCERO.- El Directorio solo podrá ser revocado en su totalidad por la Junta Ordinaria o Extraordinaria, no procediendo, en consecuencia, la revocación individual o colectiva de uno o más de sus miembros.-

ARTÍCULO DÉCIMO CUARTO.- El Directorio sesionará, por lo menos, una vez al mes. Lo anterior es sin perjuicio de las sesiones extraordinarias que puedan efectuarse en cualquier momento de acuerdo con la Ley de Sociedades Anónimas. El quórum para constituir las sesiones de Directorio será de a lo menos la mayoría absoluta de los Directores y el Directorio adoptará sus acuerdos por la mayoría simple de los Directores asistentes. En caso de empate, decidirá el voto de quién presida la sesión.-

ARTÍCULO DÉCIMO QUINTO.- De las deliberaciones y acuerdos del Directorio se dejará constancia escrita en un libro de actas, las que serán firmadas por los Directores que hubieren concurrido a la sesión, entendiéndose aprobadas desde el momento de su firma.- El Director que quiera salvar su responsabilidad por un acto o acuerdo del Directorio, deberá hacer constar su oposición en el acta, debiendo darse cuenta de ello en la próxima Junta Ordinaria por quién la presida.- El Presidente, el secretario, y los directores que asistan a una sesión no podrán negarse a firmar el acta de dicha sesión. El

acta de la sesión será firmada y registrada antes de la siguiente sesión o en la sesión inmediatamente siguiente. Los directores se entenderán participando y presentes en las sesiones en el evento en que, aunque no estén presentes en persona, estén comunicados simultánea y permanentemente a través de medios tecnológicos cuyo uso haya sido autorizado por la Superintendencia de Valores y Seguros por una norma de carácter general. En dicho evento, la asistencia y participación de dichos directores en la sesión será certificada por quien preside y por el secretario y se dejará constancia de este hecho en el acta de la sesión bajo la responsabilidad de quien presida y del secretario del Directorio.

ARTÍCULO DÉCIMO SEXTO.- Los Directores serán remunerados.-

ARTÍCULO DÉCIMO SÉPTIMO.- El Directorio representa a la Compañía judicial y extrajudicialmente, y para el cumplimiento de los objetos sociales, está investido de todas las facultades de administración y disposición que no sean privativas de las Juntas Generales.- No será necesario acreditar estas facultades a terceros.- El Directorio podrá delegar parte de sus facultades en el Gerente General, en los Gerentes, Subgerentes o Abogados de la Compañía, en un director o una comisión de Directores, y para objetos especialmente determinados, en otras personas.-

TÍTULO CUARTO.- GERENTE GENERAL.-

ARTÍCULO DÉCIMO OCTAVO.- La Compañía tendrá un Gerente General designado por el Directorio, en quién delegará las facultades que requiera para su desempeño.-

ARTÍCULO DÉCIMO NOVENO.- Corresponderá al Gerente General la representación judicial de la Compañía, estando legalmente investido de las facultades establecidas en ambos incisos del artículo Séptimo del Código de Procedimiento Civil, lo cual se entiende sin perjuicio de la representación judicial que el artículo diecisiete reconoce al Directorio.- Asimismo, el Gerente General tendrá derecho a voz en las

sesiones del Directorio, respondiendo de los acuerdos perjudiciales para la Compañía cuando no constare en el acta su opinión en contrario.-

TÍTULO QUINTO.- JUNTAS DE ACCIONISTAS.-

ARTÍCULO VIGÉSIMO.- Las Juntas Ordinarias se celebrarán una vez al año dentro del cuatrimestre siguiente a la fecha del balance; las Juntas Extraordinarias, en cualquier tiempo, para decidir respecto de cualquier materia que los estatutos o la ley entreguen al conocimiento de las Juntas.- La citación a Junta Extraordinaria deberá señalar la o las materias a ser tratadas en ella.-

ARTÍCULO VIGÉSIMO PRIMERO.- Son materia de Junta Ordinaria aquellas señaladas en el artículo cincuenta y seis de la Ley de Sociedades Anónimas, según sea modificada de tiempo en tiempo.-

ARTÍCULO VIGÉSIMO SEGUNDO.- Son materias de Junta Extraordinaria aquellas señaladas en el artículo cincuenta y siete de la Ley de Sociedades Anónimas, según sea modificada de tiempo en tiempo.-

ARTÍCULO VIGÉSIMO TERCERO.- Las Juntas se constituirán en primera citación con el quórum de la mayoría absoluta de las acciones emitidas con derecho a voto. Si no se reuniere ese quórum, se hará una segunda citación, y la Junta se constituirá con las acciones con derecho a voto que se encuentren presentes o representadas, cualquiera que sea su número.- Los acuerdos se adoptarán por la mayoría absoluta de las acciones presentes o representadas con derecho a voto, salvo aquellos que recaigan en materia que, de acuerdo con la ley, requieren de mayoría especial.

ARTÍCULO VIGÉSIMO CUARTO.- La citación se hará por medio de un aviso destacado que se publicará, a lo menos, por tres veces en días distintos en el periódico del domicilio social que haya determinado la Junta o, a falta de acuerdo, o no siendo posible su cumplimiento, en el Diario Oficial, en el tiempo, forma y condiciones que determinen

el Reglamento de Sociedades Anónimas.- La citación hará mención de los acuerdos del Directorio que deba conocer la Junta conforme al Artículo cuarenta y cuatro de la Ley de Sociedades Anónimas.- Podrán celebrarse válidamente aquellas Juntas a las que concurran la totalidad de las acciones emitidas, aún cuando no se hubieren cumplido las formalidades requeridas para su citación.-

ARTÍCULO VIGÉSIMO QUINTO.- Cada accionista tendrá un voto por cada acción que posea o represente.-

ARTÍCULO VIGÉSIMO SEXTO.- Sólo podrán participar en las Juntas los titulares de acciones inscritas en el Registro de Accionistas conforme a lo señalado en el artículo sesenta y dos de la Ley de Sociedades Anónimas.- Los Directores y Gerentes podrán participar en las Juntas con derecho a voz.-

ARTÍCULO VIGÉSIMO SÉPTIMO.- Los accionistas podrán hacerse representar por otra persona, aunque no sea accionista.- El mandato deberá ser escrito y por el total de las acciones del mandante.-

ARTÍCULO VIGÉSIMO OCTAVO.- En las elecciones, los accionistas podrán acumular sus votos a favor de una sola persona o distribuirlos en la forma que estimen convenientes, y se proclamarán elegidos quienes en una misma y única votación resulten con mayor número de votos, hasta completar el número de cargos por proveer.-

ARTÍCULO VIGÉSIMO NOVENO.- De las deliberaciones y acuerdos de las Juntas se dejará constancia en el Libro de Actas respectivo.- Las Actas serán firmadas por quienes hayan actuado de Presidente y Secretario de la Junta, y por tres accionistas elegidos en ella, o por todos los asistentes, si éstos fueren menos de tres.-

ARTÍCULO TRIGÉSIMO.- La Compañía deberá reconocer y dar cumplimiento en todo momento a las restricciones a la transferencia de acciones establecidas en pactos de accionistas que hayan sido debidamente depositados en la Compañía a disposición de los

demás accionistas y terceros interesados, y se haya hecho referencia a ellos en el Registro de Accionistas de la Compañía, restricciones que deberán ser consideradas para todos los efectos como restricciones a la transferencia de acciones establecidas en estos estatutos. En consecuencia, la Compañía no podrá registrar en el Registro de Accionistas ninguna transferencia de acciones que no cumpla con las restricciones antes señaladas.-

TÍTULO SEXTO.- BALANCE Y UTILIDADES.-

ARTÍCULO TRIGÉSIMO PRIMERO.- La Compañía practicará anualmente un balance general al treinta y uno de Diciembre.-

ARTÍCULO TRIGÉSIMO SEGUNDO.- En una fecha no posterior a la del primer aviso de citación para la Junta Ordinaria que deba conocer de él, el Directorio deberá enviar a los accionistas inscritos en el respectivo registro, una copia del balance y de la memoria de la Compañía, incluyendo el dictamen de los inspectores de cuentas o de los auditores externos, en su caso, y sus notas respectivas.- Si el balance general y el estado de ganancias y pérdidas fueren modificados por la Junta, las modificaciones, en lo pertinente, se enviarán también a los accionistas dentro de los quince días siguientes a la fecha de la Junta.-

ARTÍCULO TRIGÉSIMO TERCERO.- Salvo acuerdo diferente adoptado en la Junta respectiva por la unanimidad de las acciones emitidas, la Compañía deberá distribuir anualmente como dividendo en dinero a sus accionistas, a prorrata de sus acciones, a lo menos el treinta por ciento de las utilidades líquidas de cada ejercicio.

ARTÍCULO TRIGÉSIMO CUARTO.- Los dividendos serán pagados a los accionistas inscritos en el Registro respectivo el quinto día hábil anterior a la fecha establecida para su pago.-

TÍTULO SÉPTIMO.- DE LA FISCALIZACIÓN.-

ARTÍCULO TRIGÉSIMO QUINTO.- La Junta Ordinaria nombrará anualmente Auditores Externos independientes, a fin de que examinen la contabilidad, Inventario, Balance y Otros estados financieros, e informen por escrito a la próxima Junta sobre el cumplimiento de su mandato.- Los auditores externos podrán también vigilar las operaciones sociales y fiscalizar las actuaciones de los administradores y el fiel cumplimiento de sus deberes legales, reglamentarios y estatutarios.

ARTÍCULO TRIGÉSIMO SEXTO.- La Memoria, Balance, Inventario, actas, libros, y los informes de los Auditores Externos, quedarán a disposición de los accionistas para su examen en las Oficinas de la Compañía, durante los quince días anteriores al señalado para la Junta, quienes podrán examinar también toda la documentación que no tenga el carácter de reservada declarado por el Directorio en conformidad a la ley.-

TÍTULO OCTAVO.- DISOLUCIÓN Y LIQUIDACIÓN.

ARTÍCULO TRIGÉSIMO SÉPTIMO.- Disuelta la Compañía, se procederá a su liquidación por una Comisión Liquidadora que elegirá la Junta en conformidad a la ley, y fijará su remuneración.- No será necesaria la liquidación si la Compañía se disolviere por reunirse las acciones en manos de una sola persona.- Si la disolución hubiere sido decretada por sentencia judicial, la liquidación se practicará por un solo Liquidador elegido en Junta, de conformidad a la ley.-

TÍTULO NOVENO.- ARBITRAJE.

ARTÍCULO TRIGÉSIMO OCTAVO.- Las diferencias que ocurran entre los accionistas en su calidad de tales, o entre éstos y la Compañía o sus administradores, sea durante la vigencia de la sociedad o durante su liquidación, serán sometidas a la resolución de un árbitro mixto nombrado de común acuerdo entre las partes, o, a falta de

acuerdo, por el Centro de Arbitraje y Mediación de la Cámara de Comercio de Santiago entre los integrantes del cuerpo arbitral del Centro de Arbitraje y Mediación de Santiago.-

TÍTULO DÉCIMO.- DISPOSICIONES GENERALES.

ARTÍCULO TRIGÉSIMO NOVENO.- En el silencio de estos estatutos se aplicarán las disposiciones legales y reglamentarias relativas a las Sociedades Anónimas.-

ARTÍCULOS TRANSITORIOS.

ARTÍCULO PRIMERO TRANSITORIO.- El capital de la Compañía, de [•] dólares, moneda legal de los Estados Unidos de América, dividido en 4.185.886 acciones ordinarias, nominativas, de una misma serie y sin valor nominal, se ha enterado y pagado de la manera siguiente: a) Con 214.813.815,70 dólares, moneda legal de los Estados Unidos de América, representado por 3.521.126 acciones ordinarias, nominativas, de una misma serie y sin valor nominal, suscritas y pagadas con anterioridad al [•] de dos mil diez; b) Con [•] dólares, moneda legal de los Estados Unidos de América, representado por 664.760 acciones ordinarias, nominativas, de una misma serie y sin valor nominal, suscritas y pagadas por la sociedad M.C. Inversiones Limitada, correspondiente al canje de sus acciones en la sociedad Compañía Minera Huasco S.A. como consecuencia de la fusión de esta última sociedad con la Compañía."

EXHIBIT B: BUSINESS PLAN

CMP will continue developing its iron ore mining and processing business in Chile through the exploration and exploitation of its mining resources, and may eventually expand its mining operations to some or all South Pacific Countries to serve domestic and global export markets. CAP commits to manage CMP on a consensus oriented basis and according to the following:

(a) CMP shall continue exploiting its current mining operations, which are the following:

(i) Los Colorados

(ii) El Algarrobo

(iii) Romeral and El Tofo

(iv) MHA I – Candelaria

Prior to this date, a Final Investment Decision has been made concerning expansions at Romeral and MHA I – Candelaria.

(b) CMP will develop and finance the Brownfield Projects, CNN and the Greenfield Project and will continue with exploration activities including without limitation those that could result in New Projects. CMP will take into consideration the following matters when making a final investment decision: economic, environmental, technical, and human resources and generally all matters substantially relevant to a project evaluation (the "Final Investment Decision"). The Business Plan establishes the following development priorities:

(i) *Brownfield Projects*: development and expansion of the existing operating assets of CMP based on available resources in the current areas of operation;

(ii) *CNN*: development of CNN, but funding for CNN may not come in the form of a capital increase from either MCI or CAP at the CMP level;

(iii) *Greenfield Project and New Projects*: development of the Greenfield Project and New Projects prioritizing the best and most economically viable resources that CMP has in new areas of operation.

(c) CMP expects to continue with exploration activities consistent with past practices.

(d) The Parties agree to consider the involvement of a third party equity partner in the development of CNN, taking into consideration the best interests of CMP.

Exhibit C: Operating Committees

Finance & Audit Committee

The purpose of the Finance & Audit Committee will be to analyze and exchange information related to financial aspects of the Company, such as Annual Budget (on a consolidated basis), quarterly budget review, dividends, capital programs, post-investment review, credit risks, internal audit, external audit, treasury matters, and remuneration matters, where ideas and proposals are heard, discussed, evaluated and submitted to the CEO.

Operations Committee

The purpose of the Operations Committee will be to analyze and exchange information related to operational matters of the Company, such as expansion project(s) such as Brownfield Projects, New Projects, CNN, the Greenfield Project, mid-long term operating plan, annual activity plan, quarterly operating plan/review, business improvement, safety, health & environment, human resources, and compliance, where ideas and proposals are heard, discussed, evaluated and submitted to the CEO.

Sales & Marketing Committee

The purpose of the Sales & Marketing Committee will be to analyze and exchange information related to commercial matters of the Company, such as macro economic overview, steel/iron ore industry overview, competitors analysis, pricing strategy, production/sales portfolio strategy, annual sales plan/review, quarterly sales plan/review, new/existing customers analysis, mid-long term sales strategy including expansion projects such as Brownfield Projects, CNN, Greenfield Project and New Project(s), where ideas and proposals are heard, discussed, evaluated and submitted to the CEO.

For the avoidance of doubt, the Operating Committees shall serve in an advisory function to the CEO and shall not have independent, decision-making authority over the business of the Company.