

CONTRACT NO. 4501428971

CONTRACT OF PURCHASE OF PROCESSING RIGHTS
TAILINGS OF DIVISION EL TENIENTE
(Consolidated Text)

CORPORACIÓN NACIONAL DEL COBRE DE CHILE
DIVISIÓN EL TENIENTE

AND

MINERA VALLE CENTRAL S.A.

April 2014

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	<p style="text-align: center;">CORPORACION NACIONAL DEL COBRE DE CHILE DIVISION EL TENIENTE</p>	<p style="text-align: center;">Contrato N° 4501428971</p>
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CONTRACT N° 4501428971

CONTRACT OF SALE OF PROCESSING RIGHTS
TAILINGS OF DIVISION EL TENIENTE
(Consolidated Text)

CORPORACIÓN NACIONAL DEL COBRE DE CHILE
DIVISIÓN EL TENIENTE

AND

MINERA VALLE CENTRAL S.A.

In Rancagua, on April 8, 2014, there appeared, as a party, CORPORACION NACIONAL DEL COBRE DE CHILE, DIVISION EL TENIENTE, a mining, industrial and business enterprise of the State, RUT N° 61.704.000-K, represented, as evidenced below, by General Manager Alvaro Aliaga Jobet, engineer, with national identification card N° 8.366.217-4, both domiciled at Av. Millán No. 1020, Rancagua, hereinafter referred to interchangeably as "División El Teniente" or "DET"; and, for the other part, the corporation MINERA VALLE CENTRAL S.A., RUT N° 96.595.400-7, represented, as evidenced below, by its General Manager Raúl Poblete de la Cerda, engineer, national identification card N° 4.299.208-9, both domiciled at road to Termas de Cauquenes, kilometre 13, Colihues sector in the district of Requinoa, hereinafter referred to interchangeably as "Minera Valle Central" or "MVC"; hereinafter also collectively referred to as the "Parties", who have agreed to the following contract of sale, hereinafter this "Agreement":

ONE – GENERAL BACKGROUND

Corporación Nacional del Cobre de Chile, División El Teniente, is a mining, industrial and business enterprise of the State, with its main business purpose being the exploitation of the mining deposit known as the El Teniente mine, located in the Andes Mountains in the district of Machalí.

The El Teniente mine produces copper and molybdenum, generating tailings through the production of these minerals (the "Fresh Tailings").

The tailings are deposited into an open tailings launder that is 84 kilometers in length, starting in the concentrator plant of División El Teniente, located in the Colon encampment, district of Machalí, to the Carén tailings reservoir (the “Carén Deposit”), located in the district of Alhué.

In addition to the Carén Deposit, DET has, among others, the following industrial installations in which for a number of years it has stockpiled tailings produced from the mineral extraction operations of the El Teniente mine:

- Colihues Tailings Reservoir (the “Colihues Deposit”), located in the Cauquenes Lagoon, in the district of Requinoa, 12 kilometres to the southeast of Rancagua, 710 meters above sea level. This reservoir stretches over a surface area of 650 hectares and has three retaining walls.

The Colihues Deposit was active between 1978 and 1986 and is currently out of commission. In this period, as shown in the operational records, 213 million tons of tailings were deposited there, with an average copper ore content of 0.266%.

This reservoir has a lake with a surface area of approximately 320 hectares, which is in contact with the walls of the reservoir.

- Cauquenes Tailings Reservoir (the “Cauquenes Deposit”), also located in the Cauquenes Lagoon, in the district of Requinoa, 12 kilometres to the southeast of Rancagua, 725 meters above sea level. This reservoir stretches over a surface area of 640 hectares and has a maximum depth of 55 metres.

The Cauquenes Deposit was active between 1936 and 1977 and is currently out of commission. In this period, as shown in the operational records, 364 million tons of tailings were deposited there, with an average copper ore content of 0.31%.

The extraction of copper and molybdenum contained in the Fresh Tailings that are generated daily by DET, as well as from the tailings in the Colihues and Cauquenes Deposits, is economically profitable, and therefore the parties have entered into the contracts referred to in the following clause, with the purpose of extracting and recovering such minerals.

TWO – CONTRACTS ENTERED INTO BY THE PARTIES FOR THE PROCESSING OF DET TAILINGS

From 1991 to the current date the Parties have entered into the following contracts and agreements for the processing of DET tailings:

- A. Fresh Tailings Contract.

By means of an agreement dated September 9, 1991, between DET and MVC, the parties agreed to Contract N° CT-E-5960, entitled "Sale of the Processing Rights for the Fresh Tailings of the El Teniente Division", hereinafter the "Fresh Contract".

This contract has been subject to the following amendments:

1. Amendment N° 1, dated January 11, 1996;
2. Amendment N° 2, agreed to in February of 2002;
3. Amendment N° 3, dated June 25, 2009;
4. Amendment N° 4, dated November 23, 2011;
5. Amendment N° 5, dated June 29, 2012;
6. Amendment N° 6, dated December 24, 2012; and
7. Amendment N° 7, dated December 3, 2013.

The terms and conditions in the above-referenced contract and its amendments, as contained in such documents, are those that have been agreed to by the Parties.

B. Contract for the Processing of Colihues tailings.

In the same manner, by means of an agreement dated April 30, 2009, between DET and MVC, the Parties agreed to Contract N° CT-E-9500, entitled "Sale of the Processing Rights for the Tailings of the Colihues Deposit of the El Teniente Division", hereinafter the "Colihues Contract".

This contract has been subject to the following amendments:

1. Amendment N° 1, dated November 23, 2011;
2. Amendment N° 2, dated June 29, 2012;
3. Amendment N° 3, dated December 24, 2012; and
4. Amendment N° 4, dated December 3, 2013.

As in the previous case, the terms and conditions in the above-referenced contract and its amendments, as contained in such documents, are those that have been agreed to by the Parties.

C. Agreement for the Processing of Cauquenes tailings.

Lastly, by this date the Parties are including in this consolidated text the sale of the processing rights of the tailings contained in the Cauquenes Deposit of the El Teniente Division, hereinafter the "Cauquenes Agreement", on the terms and conditions contained in this Agreement.

THREE – CONSOLIDATED TEXT

For the purpose of facilitating a thorough understanding and the interpretation of the contracts and their respective amendments as referred to in the second clause above, the Parties have agreed to compile a consolidated text of the same, on the terms and conditions set out in the following clauses, including the amendments contained in this Agreement.

In the event of a discrepancy between the original contracts and their respective amendments, as referred to in the second clause above, with the consolidated text contained in this Agreement, the terms of this Agreement will prevail.

FOUR – PURPOSE OF AGREEMENT

By the present act and instrument División El Teniente grants to Minera Valle Central the processing right to the Fresh Tailings generated daily by DET, as well as the tailings deposited in the Colihues and Cauquenes Deposits, in order that MVC may extract and recover, from such tailings, the copper and molybdenum contained in them, take possession of these elements and thereafter return such tailings to DET, with the water and other elements that they contain.

It is also expressly noted that DET accepts that the tailings extracted from the Colihues and Cauquenes Deposits will be processed in a circuit that mixes those tailings with Fresh Tailings, in one industrial process.

FIVE - PRICE

As the price for the purchase of the processing right granted in this Agreement by DET to MVC, including the Fresh Tailings and those deposited in the Colihues and Cauquenes Deposits, MVC agrees to pay to DET, on the terms and conditions set out below, a variable price subject to the actual conditions of copper and molybdenum prices, as they change during the effective term of this Agreement.

SIX – CONDITIONS RELATING TO THE PROCESSING OF FRESH TAILINGS

A. TERM.

The agreement for the processing of Fresh Tailings of División El Teniente, which forms part of this Agreement, will remain in force until December 31, 2037.

Notwithstanding the above, the Parties will review the possibility of extending the term of this agreement, given the production and its impact on the resources continued to be generated (tailings).

B. PAYMENT FORMULA FOR THE EXTRACTION OF COPPER AND MOLYBDENUM.

The payment formula for the extraction of copper and molybdenum derived from the exploitation of the Fresh Tailings of División El Teniente, will come into force from the date of the start of the operations for the exploitation of the Cauquenes Deposit, or, at the latest, August 1, 2015, in accordance with that agreed in letter A) of the eighth clause of this Agreement.

These formulas are the following:

1. Payment Formula for the Extraction of Copper.

The payment formula for the right to extract copper from the Fresh Tailings is as follows:

$$\text{Monthly Payment Cu} = r \times \text{PCuBML} \times Q$$

Where:

- PCuBML: Cu Price on the London Metals Exchange (US\$/lb)
- Q: Quantity of Cu produced from Fresh Tailings (lb)
- Te: extracted tonnage (t/month)
- r: Participation of División El Teniente in the gross revenues of Minera Valle Central from the sale of copper concentrate extracted from the Fresh Tailings during any given period (monthly). It is measured as a [%] and defined for copper prices between the range of 195 to 480 cUS\$/lb. The percentage will take into account the fourth decimal rounded from the fifth and applied as follows:

$$r = (\text{PCu} - 195) \times 0,00055 + 0,135; 195 \leq P < 427$$

$$r = (\text{PCu} - 195) \times 0,00040 + 0,170; 427 \leq P < 480$$

If the monthly average price of copper is less than 195 or more than 480 cUS\$/lb., during 2 consecutive months and projections indicate its permanence over time, a joint review will be required of all the economic parameters (production costs, administration expenses, refining, transport, maintenance, services, taxes, molybdenum credit, payment for the right of processing and projections of the price of copper), in order to ensure the participation of DET in the gross revenues of MVC arising from the sale of copper concentrate, establishing that:

- When the situation is such that the copper price is below the lower limit ($P_{Cu} < 195$ cUS\$/lb), the participation of DET will be adjusted in the manner that permits MVC to remain in operation with an agreed upon margin.

- When the situation is such that the copper price is above the higher limit ($P_{Cu} > 480$ cUS\$/lb), DET will seek the largest percentage possible, assuring that MVC continues in operation with an agreed upon margin.

In reaching agreement on the foregoing, the Parties will give priority to the viability of this Agreement, always maintaining the equilibrium of the benefits between the Parties. For this purpose, the Parties set as a maximum for agreement on the new formula a period of 90 calendar days.

If the Parties are unable to reach an agreement with respect to the adjustment of the Payment Formula within the stipulated time frame, this matter will be resolved by an expert or panel of three experts, as agreed by the Parties. The expert or experts must be chosen among professionals who are part of companies linked with the subject matter of this Agreement and who are prepared to participate. In the event the Parties cannot agree on the naming of these experts, the choice will be made by the President of the College of Engineers of Chile. The Parties accept that the decision of the experts will be binding and not subject to appeal.

It is agreed that, as long as these parameters remain under review, the payment formula established herein will be applied on a temporary basis and thereafter will be recalculated using the new formula.

2. Payment Formula for the Extraction of Molybdenum.

The payment formula for Molybdenum Extraction Processing Rights is as follows:

$$\text{Monthly Payment Mo} = PMo * QMo * r$$

Where,

- QMo: Mo Production (lb)
- PMo: Mo Price (US\$/lb)
- r: Participation of División El Teniente in the gross revenues of Minera Valle Central S.A. from the sale of 100% of the production of Mo concentrate during any given period (monthly). It is measured as a [%] and defined for molybdenum prices between the range of 7.31 to 40 (US\$/lb). The percentage will take into account the fourth decimal rounded from the fifth and applied as follows:

$$r = (PMo - 7.31) \times 0.01210 + 0.09; 7.31 \leq PMo < 12$$

$$r = (PMo - 7.31) \times 0.00180 + 0.138; 12 \leq PMo < 40$$

If the monthly average price of molybdenum is less than 7.31 or more than 40 US\$/lb., during 2

consecutive months and projections indicate its permanence over time, a joint review will be required of all the economic parameters associated with the production of molybdenum (production costs, administration expenses, refining, transport, maintenance, services, taxes, molybdenum credit, payment for the right of processing and projections of the price of molybdenum), in order to ensure the participation of DET in the gross revenues of MVC arising from the sale of 100% of the production of molybdenum concentrate, establishing that:

- When the situation is such that the molybdenum price is below the lower limit ($P_{Mo} < 7,31 \text{ US\$/lb}$), the participation of DET will be adjusted in the manner that permits MVC to remain in operation with an agreed upon margin.
- When the situation is such that the molybdenum price is above the higher limit ($P_{Mo} > 40 \text{ US\$/lb}$), DET will seek the largest percentage possible, assuring that MVC continues in operation with an agreed upon margin.

In reaching agreement on the foregoing, the Parties will give priority to the viability of this Agreement, always maintaining the equilibrium of the benefits between the Parties. For this purpose, the Parties set as a maximum for agreement on the new formula a period of 90 calendar days.

If the Parties are unable to reach an agreement with respect to the adjustment of the Payment Formula within the stipulated time frame, this matter will be resolved by an expert or panel of three experts, as agreed by the Parties. The expert or experts must be chosen among professionals who are part of companies linked with the subject matter of this Agreement and who are prepared to participate. In the event the Parties cannot agree on the naming of these experts, the choice will be made by the President of the College of Engineers of Chile. The Parties accept that the decision of the experts will be binding and not subject to appeal.

It is noted that, as long as these parameters remain under review, the payment formula established herein will be applied on a temporary basis and thereafter will be recalculated using the new formula.

This form of payment will apply to 100% of the molybdenum production from MVC's plant, including the molybdenum originating from Fresh Tailings as well as from those contained in the Colihues and Cauquenes Deposits.

Until such new payment formulas enter into force, the formula will continue to apply as agreed to in letter d. of the third clause of the agreement that constitutes modification N° 2 of the Fresh Contract, which is included as Annex N° 1 of this Agreement, and which forms an integral part of the same, for all legal effects.

C. OTHER CONDITIONS.

For reference purposes only and without prejudice of any nature to DET, the following table contains an estimation of the production of Fresh Tailings for the period 2014-2037:

ESTIMATE OF TOTAL FRESH TAILINGS - PND 2014					
Year	Tailings		Cu Grade %	CuS Grade %	Mo Grade %
	Mt/a	tpd			
2014	48,9	135.711	0,120	0,078	0,008
2015	49,6	137.804	0,120	0,078	0,007
2016	50,3	139.316	0,120	0,078	0,007
2017	51,1	141.902	0,115	0,073	0,007
2018	52,1	144.636	0,115	0,071	0,008
2019	52,4	145.417	0,115	0,076	0,009
2020	48,0	132.920	0,114	0,080	0,010
2021	47,9	133.176	0,115	0,080	0,009
2022	47,9	133.088	0,116	0,083	0,009
2023	47,9	133.036	0,116	0,085	0,009
2024	55,0	152.459	0,115	0,084	0,008
2025	63,6	176.793	0,113	0,081	0,008
2026	63,6	176.746	0,114	0,083	0,008
2027	63,6	176.698	0,114	0,083	0,009
2028	63,8	176.668	0,114	0,084	0,009
2029	63,6	176.720	0,116	0,082	0,009
2030	63,7	176.894	0,116	0,079	0,009
2031	63,7	177.004	0,115	0,077	0,010
2032	64,0	177.150	0,114	0,074	0,009
2033	63,8	177.193	0,113	0,073	0,009
2034	63,8	177.179	0,113	0,074	0,009
2035	63,8	177.167	0,113	0,074	0,009
2036	64,0	177.158	0,114	0,075	0,010
2037	63,8	177.199	0,114	0,074	0,009

This projection contains the best estimate of División El Teniente at the date set out above. However, considering that the mining industry is essentially dynamic, that División El Teniente annually reviews and modifies its projections and estimates in accordance with the necessities and requirements of its business, the industry in general and technological advances; and that at any time DET may adopt the decisions, implement the changes and introduce technologies that it deems beneficial to its business, it is not possible to guarantee or ensure the accuracy of the projections set out in the above table.

Furthermore, it is hereby stated that DET uses the historic Barahona tailings reservoir, which it also owns, located below the Colon concentrator plant, in emergency situations and sporadically deposits minor quantities of tailings from this reservoir into the tailings launder

If División El Teniente, in its opinion, determines that its operations are being affected by damages or risks from spills resulting from MVC's handling and treatment systems, it may require modifications to correct the situation to the satisfaction of DET.

MVC agrees not to spill tailings or contaminated substances from its operations into natural watercourses. If this is not the case, MVC must indemnify DET from resulting damages and assume the corresponding responsibilities before all competent authorities, without prejudice to the fines División El Teniente may apply in accordance with the terms of this Agreement.

DET, for the sole purpose of ensuring compliance by MVC with the general conditions of this clause, may require modification of the Fresh Tailings processing operation with respect to the transport and processing of tailings and related aspects; MVC will fix the part or parts objected to at its cost, making adjustments in accordance with DET's requests.

DET reserves the right, for technical, economic or environmental reasons it deems appropriate, and without any responsibility for División El Teniente, to modify its plans of production and development, its production processes or the inputs used in it, advising MVC of such changes with reasonable notice if DET believes that MVC's operations could be affected in any way.

DET will deliver annually to MVC, before December 31 in each year, information on its annual programs of production and development in their official versions. In case of the late delivery of this information, MVC will request delivery of the same by written notice to División El Teniente. The failure of División El Teniente to deliver the last official version of these programs, or to advise that the last one delivered has not had any official changes, all within 30 days following the date such written request was made, will result in the maximum fine of 50 UF as provided for in this Agreement, in each case this occurs and for each complete month in which this condition continues.

Additionally, a system of technical coordination will be established, to be agreed upon by the Parties at the request of MVC, to produce a standard report with basic information and notice required for the normal operation of MVC's plant, which will preferably be sent in electronic format. Minera Valle Central must advise DET by letter of the failure or late delivery of such standard report.

During the term of the agreement for the processing of Fresh Tailings, that forms part of this Agreement, División El Teniente agrees not to retreat the current or future Fresh Tailings between the waters below its concentrator plants or thickeners, and the waters above MVC's tailings treatment plant.

D. SUSPENSION AND ADVANCE TERMINATION OF FRESH TAILINGS PROCESSING.

MVC may, for economic necessities of its business, suspend the processing of Fresh Tailings for up to two continuous years, and up to four years in total during the term of this Agreement. In addition, MVC may decide, for the same reasons, to shut down its operations and, in such case, terminating in advance the agreement to process Fresh Tailings, which forms part of this Agreement, on at least six months' notice to División El Teniente. In this case it is understood that MVC will deliver 100% of the assets associated with this operation, if DET so requires.

SEVEN – CONDITIONS RELATING TO THE PROCESSING OF TAILINGS FROM THE COLIHUES DEPOSIT

A. TERM.

The agreement for the processing of tailings contained in the Colihues Deposit, which forms part of this Agreement, will remain in force until December 31, 2037.

The Colihues Contract will be terminated before such date, ipso facto and without any right of indemnification of any kind, in the event of the depletion of the tailings in the Colihues Deposit.

Notwithstanding the above, the Parties will review the possibility of extending the term of this contract, given the production and its impact on the resources that may be generated (tailings).

B. PAYMENT FORMULA FOR EXTRACTION OF COPPER AND MOLYBDENUM.

The payment formula associated with the extraction of copper derived from the exploitation of tailings contained in the Colihues Deposit, does not vary from that agreed to in the Colihues Contract (CT-9500), which is included as Annex N° 2 of this Agreement, and which forms an integral part of this Agreement, for all legal effects.

The payment formula for the extraction of molybdenum derived from the exploitation of derived from the exploitation of tailings contained in the Colihues Deposit of División El Teniente, will come into force from the date of the start of the operation for the exploitation of the Cauquenes Deposit, or, at the latest, August 1, 2015, in accordance with that agreed in letter A) of the eighth clause of this Agreement.

These formulas are the following:

1. Payment Formula for the Extraction of Copper.

The payment formula for the right to extract copper from the tailings contained in the Colihues

Deposit is as follows:

$$\text{Monthly Payment Cu} = r \times \text{PCu} \times (0,00072 \times \text{Te})$$

Where:

r: Participation of División El Teniente in the gross revenues of Minera Valle Central from the sale of copper concentrate extracted from the tailings contained in the Colihues Deposit during any given period (monthly). It is measured as a [%] and defined for copper prices between the range of 195 to 427 (cUS\$/lb). The percentage will take into account the fourth decimal rounded from the fifth.

PCu: Cu Price on the London Metals Exchange (US\$/TMF)

0,00072: Compensation Factor. Fixed and measured in [TMF/TMS extracted tailings], calculated on the basis of grade, process recoveries and distribution of fine-rougher material. Initially these are established as 0.32%, 45% y 50%, respectively, and will be reviewed annually.

Te: Tonnage of tailings extracted from the Colihues Deposit in one month

With "r" defined as a function of the price of copper "PCu", expressed in [cUS\$/lb], such that:

$P < 80$	$r = 0,03$
$80 \leq P < 92$	$r = P \times 0,0060 - 0,450$
$92 \leq P < 115$	$r = 0,10$
$115 \leq P < 135$	$r = P \times 0,0023 - 0,163$
$135 \leq P < 195$	$r = 0,15$
$195 \leq P < 427$	$r = (P - 195) \times 0,00065 + 0,15$

For monthly average prices of copper less than 195 and more than 427 (cUS\$/lb.), which occur during 3 consecutive months, a joint review will be required of energy costs, grinding balls, MVC labour rates and extraction service (hydraulic monitors), taking as a base the costs defined in this Agreement, in order to ensure the participation of DET in the gross revenues of MVC arising from the sale of copper concentrate, establishing that:

- When the situation is such that the copper price is below the lower limit ($P_{Cu} < 195$ cUS\$/lb), the participation of DET will be adjusted in the manner that permits MVC to remain in operation with an agreed upon margin.

- When the situation is such that the copper price is above the higher limit ($P_{Cu} > 427$ cUS\$/lb), DET will seek the largest percentage possible, ensuring that MVC continues in operation with an agreed upon margin.

In reaching agreement on the foregoing, the Parties will give priority to the viability of this Agreement, always maintaining the equilibrium of the benefits between the Parties. For this purpose, the Parties set as a maximum for agreement on the new formula a period of 90 calendar days.

If the Parties are unable to reach an agreement with respect to the adjustment of the Payment Formula within the stipulated time frame, this matter will be resolved by an expert or panel of three experts, as agreed by the Parties. The expert or experts must be chosen among professionals who are part of companies linked with the subject matter of this Agreement and who are prepared to participate. In the event the Parties cannot agree on the naming of these experts, the choice will be made by the President of the College of Engineers of Chile. The Parties accept that the decision of the experts will be binding and not subject to appeal.

It is agreed that, as long as these parameters remain under review, the payment formula established herein will be applied on a temporary basis and thereafter will be recalculated using the new formula.

2. Payment Formula for the Extraction of Molybdenum.

The payment formula for Molybdenum Extraction Processing Rights for the tailings contained in the Colihues Deposit is the same agreed to in N° 2 of letter B. of the sixth clause of this Agreement.

Until such new payment formulas enter into force, the formula will continue to apply as agreed to in the clause of the Colihues Contract, which is included as Annex N° 2 of this Agreement.

3. Revision of Payment Formula for the extraction of copper.

Twice yearly, in the months of June and December of each year, the Parties will jointly review the parameters of recovery and grades of copper referred to in the formula set out above.

From July 1 or January 1, as the case may be, the payment formula will be calculated based on the average recovery and grade of copper and molybdenum during the previous half year.

EIGHT –CONDITIONS RELATING TO THE PROCESSING OF TAILINGS FROM THE CAUQUENES DEPOSIT

A. TERM.

The agreement for the processing of tailings contained in the Cauquenes Deposit, which forms part of this Agreement, will remain in force from this date until December 31, 2033.

The Cauquenes Agreement may be terminated before such date, ipso facto and without any right of indemnification of any kind, in the event of the depletion of the tailings in the Cauquenes Deposit.

Notwithstanding the above, the Parties will review the possibility of extending the term of this Agreement, given the production and its impact on the remaining resource in the Cauquenes Deposit.

The agreement for the processing of tailings in the Cauquenes Deposit will only be terminated in advance by the decision of DET resulting from events unforeseen or for breaches attributable to MVC in accordance with the terms of letter K of the ninth clause, below.

Likewise and as indicated in the Operations & Implementation Plan referred to in letter C. of this Clause, the operation for the exploitation of the tailings from the Cauquenes Deposit will be deemed to have started once the extraction of 600,000 tonnes of tailings has been completed, measured as per the measurement and control clause in this Agreement. The calculation of extracted tonnage will commence once all the extraction works have been completed to attain a rate of 40,000 tonnes per day and an initial topographical survey of the area has been prepared, which document will be an integral part of the commencement certificate signed by the Parties.

Once 600,000 tons are attained, the operation will commence and the purchase price of this Agreement will be activated, through the application of the payment formula set out in letter B. below.

In any case, exploitation will be deemed to have started, at the latest, on August 1, 2015, regardless of the rate of exploitation reached. Therefore, and at the latest, from this same date, the payment formulas set out in this Agreement will be in effect.

Finally, while the operation has not formally started as per the above agreed terms and, therefore, the charges pursuant to the referenced payment formulas are not in effect, all tailings contained in the Cauquenes Deposit that are processed by MVC, will be paid for in accordance with the rates currently in effect pursuant to the contract for the processing tailings from the Colihues Deposit (CT-E-9500), which is included as Annex N° 2 of this Agreement.

B. PAYMENT FORMULA FOR EXTRACTION OF COPPER AND MOLYBDENUM.

1. Payment Formula for the Extraction of copper.

The payment formula for the Processing Right for the Extraction of Copper from the tailings contained in the Cauquenes Deposit is the following:

$$\text{Monthly Payment Cu} = r \times PCuBML \times (f_{CO} \times Te)$$

Where:

- PCuBML: Cu Price on the London Metals Exchange (US\$/t)
- f_{CO} : Cauquenes Operation Factor which considers Grade and Recovery of total copper (CuT). This factor will be calculated multiplying the grade of CuT, by the recovery of CuT from the process. These are initially estimated at 0.265% and 49%, respectively, and will be reviewed every six months.
- Te: extracted tonnage (t/month)
- r: Participation by DET in the gross revenues of Minera Valle Central from the sale of copper concentrate extracted from the tailings contained in the Cauquenes Deposit in a given period (monthly). It is measured as a [%] and defined for copper prices between the range of 195 to 550 cUS\$/lb. The percentage will consider the fourth decimal rounded from the fifth and will be applied as follows:

$$r = (PCu - 195) \times 0.00065 + 0.16$$

If the average monthly price of copper is less than 195 or more than 550 cUS\$/lb., during 2 consecutive months and projections indicate its permanence over time, a joint review will be required of all the economic parameters (production costs, administration expenses, refining, transport, maintenance, services, taxes, molybdenum credit, payment for the right of processing and projections of the price of copper), in order to ensure the participation of DET in the gross revenues of MVC arising from the sale of copper concentrate, establishing that:

- When the situation is such that the copper price is below the lower limit ($P_{Cu} < 195$ cUS\$/lb), the participation of DET will be adjusted in the manner that permits MVC to remain in operation with an agreed upon margin.
- When the situation is such that the copper price is above the higher limit ($P_{Cu} > 550$ cUS\$/lb), DET will seek the largest percentage possible, assuring that MVC continues in operation with an agreed upon margin.

In reaching agreement on the foregoing, the Parties will give priority to the viability of this Agreement, always maintaining the equilibrium of the benefits between the Parties. For this purpose, the Parties set as a maximum to agree to the new formula the term of 90 calendar

days.

If the Parties are unable to reach an agreement with respect to the adjustment of the Payment Formula within the stipulated time frame, this matter will be resolved by an expert or panel of three experts, as agreed by the Parties. The expert or experts must be chosen among professionals who are part of companies linked with the subject matter of this Agreement and who are prepared to participate. In the event the Parties cannot agree on the naming of these experts, the choice will be made by the President of the College of Engineers of Chile. The Parties accept that the decision of the experts will be binding and not subject to appeal.

It is agreed that, as long as these parameters remain under review, the payment formula established herein will be applied on a temporary basis and thereafter will be recalculated using the new formula.

This formula is agreed upon on the basis of the mineralogical characteristics of the tailings of such deposit, with an operation factor allowing for the identification of the concentrates originating from the Cauquenes Deposit and differentiating them from those processed from Fresh Tailings and from the Colihues Deposit.

2. Payment Formula for the Extraction of Molybdenum.

The payment formula for Molybdenum Extraction Processing Rights for the tailings contained in the Cauquenes Deposit, is the same agreed to in N° 2 of the letter B. of the sixth clause of this Agreement.

C. OTHER CONDITIONS.

The maximum extraction rate for tailings from the Cauquenes Deposit may reach up to 85,000 tonnes per day. Such maximum rate will be averaged and checked once every calendar month.

To carry out this project MVC will be entirely responsible for the investments necessary to expand its current plant, as well as the facilities required to extract such tailings. This also includes the studies, engineering activities and environmental and technical procedures.

MVC agrees to deliver within a period of no more than 30 calendar days, from the date of the execution of this Agreement, the preliminary Operation and Application Plan for the implementation of this project, which in summary will include an operation for the extraction of tailings from the Cauquenes Deposit, with the refitting and optimization of the current circuits to process such tailings, as well as construction of the expansion planned for this project. All of this is intended to obtain for both Parties the maximum benefits possible.

To implement the extraction works and subsequent treatment of the tailings deposited in the

Cauquenes Deposit, DET will grant to MVC the easements, authorizations and usage rights to be set out in the amendment of the contract CT-E-5959 "Contract for Usage, Easements and Services", which is referred to in clause 10 of this Agreement.

D. REVISED CLOSING PLAN.

The parties agree to work jointly to assess, under the new production scenario, the revision of the closure plan for the Cauquenes Deposit in 2014 and compare it to the current plan in the possession of DET. In the case of any variation to the interests of DET, due to MVC's activities in the deposit as a result of the extraction and processing of the tailings contained in the same, the Parties will jointly evaluate the form of implementation and financing or compensation of such variation.

NINE – COMMON PROVISIONS.

In addition to the specific provisions set out in the preceding clauses, the three agreements referred to above will be governed by the following common conditions:

A. INVOICING, EXCHANGE RATE AND PAYMENT.

Invoicing will be issued monthly by DET in Chilean pesos, within thirty days after the third month following the delivery of the tailings. Each invoice will include the Value Added Tax (VAT).

The conversion from United States dollars into Chilean pesos will be made using the "Dolar Observado" exchange rate in effect on the last business day of the third month following the month of the closing of tailings delivery, reported by the Central Bank of Chile in accordance with N° 6 of Chapter I of the International Exchange Regulations, or that which may replace it in the future.

Payment will be made by MVC within 10 calendar days following the delivery of the corresponding invoice. The failure or delay in payment will give the right to DET to add current banking interest to the amount owing. If the failure exceeds 60 days, the amount owing will be increased by an interest penalty equal to current banking interest increased by 50%.

B. GUARANTEES AND WITHHOLDINGS.

This Agreement does not provide for withholdings.

To secure timely, proper and complete performance of this Agreement and those ancillary to it, MVC will deliver to DET, at the latest, within the period of 30 calendar days from the date of this Agreement, a Bank Performance Bond for the sum equivalent to U.F. 10,000 (ten thousand

Unidades de Fomento), which will be maintained throughout the entire term of this Agreement and until 12 months following its termination.

The Bank Performance Bond will be issued in Spanish and by a bank of first class, to the satisfaction of DET.

This security may be called upon, in administrative form, without legal proceedings, free of all obligation to MVC, solely upon demand by DET, in cases where MVC does not comply with its obligations pursuant to this Agreement.

This guarantee may also cover any sum required to be paid by MVC to DET for penalties, fines, damages, invoices or payment statements, or otherwise due pursuant to this Agreement, with only the demand being sufficient and without legal proceedings on the part of DET. DET also may realize on the Guarantee, in the same form as set out above, in those cases where it has to pay on behalf of MVC, any sum resulting from a fraudulent or criminal act attributed to the latter.

The above is without prejudice to the actions which DET may exercise separate and independently to claim the corresponding indemnification of damages in virtue of this Agreement and applicable Chilean law.

If DET realizes on the security, on the conditions set out above, MVC is required to renew the guarantee up to its total initial value, within a maximum period of 30 days, from the date of the realization. In the case that MVC does not comply with this obligation, it will be considered a material breach of this Agreement.

C. OPERATIONAL ASPECTS.

In order to effectuate the processing of tailings from the Colihues and Cauquenes Deposits, MVC must carry out its activities technically assuring the sustainability of the same in their operational, stability, ecological, regulatory and other aspects. In particular, it must show to the complete satisfaction of DET that the execution of this Agreement by MVC complies at all times with the following:

- geotechnical and hydraulic sustainability of the Colihues and Cauquenes Deposits during redeposit.
- Control of waters from the Colihues and Cauquenes Deposits.
- Periodic control of the capacity of the Colihues and Cauquenes Deposits (semiannual depth measurements).
- Nil or positive impact, from both an environmental and operational standpoint, on the Carén Deposit and its effluents of liquid industrial waste, from the discharge of residues from MVC's processes into the tailings launder, due to the implementation of this

Agreement or other contracts, or for any aggregate discharged into the launder for any other reason.

- Comply with all necessary and justifiable rules for the safe transportation of tailings through the tailings launder to the Carén Deposit, from a technical and environmental standpoint.

If DET detects any deficiencies in the fulfillment of these aspects attributable to MVC, it will advise MVC in writing, and MVC will have a period of 90 days to cure such deficiency. If the deficiency in the fulfillment of these aspects is attributable to DET or to third parties for whom MVC is not responsible pursuant to letter Q. of this same clause, DET will adopt the necessary measures to correct the situation causing such deficiency.

DET reserves the right to reduce or completely suspend the extraction of tailings from the Colihues Deposit and the Cauquenes Deposit for technical, operational and/or environmental reasons, without any right of indemnification of any kind. In such case, MVC will have the right to request the justifiable reasons for the adoption of a measure of this nature. Once the situation that resulted in the suspension returns to normal, MVC may continue normally with the extraction of tailings. DET must report these situations to MVC as expeditiously as possible.

MVC also reserves the right to reduce or completely suspend the extraction of tailings from the Colihues and Cauquenes Deposits for technical, operational, economic and/or environmental reasons, on a temporary basis and only for a maximum of 3 months, renewable for one time only to the degree that the conditions that caused the reduction or suspension of the operations continue, circumstances that must be justified by MVC. DET will also have the right to request the reasons for the adoption of a measure of this nature.

In the case of a reasonably justified reduction or suspension of extraction, by either of the Parties, the term of this Agreement will be extended commensurately with the applied restriction, except if the reasons are of a nature such that they permanently prevent continuing with the exploitation.

D. SPECIFIC OPERATIONAL CONDITIONS TO DISCHARGE TAILINGS INTO THE SPILLWAY LEADING TO CARÉN.

Considering, on the one hand, that it is in the interest of DET to have greater storage capacity at Colihues to receive Fresh Tailings in cases of emergency and, on the other hand, it is in the interests of MVC to have free spaces for operational and cost-related reasons, the Parties agree that MVC may discharge tailings extracted from the Colihues and Cauquenes Deposits into the tailings transportation system in the section of the valley, without having to meet the obligation to return to the Colihues Deposit a quantity of tonnage of tailings equivalent to that discharged into Carén, in accordance with the provisions set out below.

Minera Valle Central may, on the terms and at the price so agreed, discharge into the tailings transportation system between the MVC plant and the Carén Deposit, a tonnage that will allow it to achieve the current transport capacity of the tailings launder at 56% solids, devoting to this end the operation of all of its facilities and equipment.

The authorization to discharge into the transportation system along the MVC - Carén section, will always be conditional on available carrying capacity, on legal and administrative authorizations in relation to such transportation, in the manner in which DET decides at all times to carry out with respect to its tailings transportation system and the availability of storage capacity in the Carén Deposit. In this manner, DET may temporarily suspend such discharge on justifiable grounds, which suspension will remain in effect as long as its cause continues in effect, without any right of indemnification of any kind for MVC. In this case, the notice and reasons will be given in writing and with a minimum of two days prior to the date of the effective suspension.

Finally, MVC will implement all controls required to ensure that its process will not impact on compliance with the environmental standards that DET has established for the Carén reservoir.

To ensure attainment of the aforementioned objective, the Parties agree to establish a procedure for MVC to obtain and deliver information, as often as necessary, on the contents of potential contaminants that DET deems critical, contained in the tailings discharged into the tailings transportation system.

As compensation for the financial impact produced from the advancement of the stages of reinforcement of the Carén reservoir, as a result of the exploitation of the tailings contained in the Colihues and Cauquenes deposits, MVC will pay per metric ton of tailings discharged into the tailings launder to Carén, until completion of the carrying capacity defined above, an additional fee for Carén usage of 0.24 US\$/MT. This value will be updated 12 months after commencement of the extraction and processing of the tailings contained in the Cauquenes Deposit.

The updating of this fee will be by mutual agreement of the Parties as per the following parameters:

- The fee to be calculated must represent the actual value of the financial impact (time value of money) of advancing the stages of reinforcement of the Carén reservoir over a period that includes construction from the 7th to the 12th stages of reinforcement, as a result of the operation of MVC in the Colihues and Cauquenes Deposits.
- Also included in this fee is the frequency of discharges into Carén, from the effective date of this new fee (12 months after the start of operation in Cauquenes) until such time as the storage capacity of the tailings launder reaches zero.

- This updating will be the responsibility of DET and will be reported to and agreed upon by MVC for its implementation.

In any case, the Parties agree that the fee mentioned above is referential only and does not represent the actual financial impact of the operation of this Agreement on the Carén reservoir.

The operational conditions and the fee referred to in this letter, are only applicable to the processing of tailings from the Colihues and Cauquenes deposits and not from the processing of Fresh Tailings.

E. MEASUREMENT AND CONTROL SYSTEM.

MVC will have in place, for the duration of this Agreement, all the operations and processes necessary to implement the following measurements and controls, to be certified by an external entity, duly qualified for these duties and officially approved by DET:

- Tonnes of tailings extracted from the Colihues and Cauquenes Deposits.
- Tonnes of recirculated tailings and final destination.
- Tonnes of tailings discharged into the Carén reservoir.
- Head grades of copper and molybdenum in the plant, concentrate and end of milling process.
- Distribution of fine and coarse fraction of tailings extracted from the Colihues and Cauquenes Deposits, delivered to the MVC plant.
- Copper and molybdenum recoveries attributable to the extraction from the Colihues and Cauquenes Deposits.

The external entity will file a monthly report with the Parties on the daily results of the above measurements.

F. INSPECTION AND CONTROL.

In addition to the controls and measures expressly set out in this Agreement, DET in order to verify compliance with these obligations will have the right to inspect the MVC operation through visits by its personnel to the MVC worksite, as well as through samples, measurements, analyses, volume calculations and other similar actions, without causing any interruptions or hindrance to the MVC operation.

Any objection or instruction that DET wishes to place on record will be recorded in a Log Book that the Parties agree to keep in duplicate form, for their knowledge and correction, if applicable.

Finally, in October of each year, MVC will deliver a Monthly Production Program for the following year, indicating the areas where it will extract material and comply with both its own and DET's environmental requirements in the Colihues and Cauquenes Deposits, as well as with respect to the tailings discharged into the tailings launder.

G. SUSTAINABILITY AND SAFETY ASPECTS.

MVC will be required to process in the Environmental Impact System (SEIA) the Environmental Impact Study (EIA) that will be necessary for the processing of tailings in accordance with this Agreement, in particular, those from the Cauquenes Deposit, and obtain all requisite authorizations for its implementation, including the storage and transportation of chemicals and/or hazardous substances. MVC will provide to DET a true copy of the document to be processed in the SIEA (magnetic) and the addenda generated during processing.

MVC must ensure for the processing of the tailings contained in the Colihues and Cauquenes Deposits, the geotechnical and hydraulic sustainability of the same, in the following areas:

- Operational
- Geotechnical and Hydraulic
- Waters from the Colihues and Cauquenes Deposits
- Nil or positive impact with respect to the Carén Reservoir and its effluent, in accordance with compliance standards of all applicable regulations.

The liquid and solid residues resulting from the MVC process will not worsen the current quality of the Colihues and Cauquenes Deposits from an environmental perspective, in any of its compounds and/or characteristics, it being the obligation of MVC to improve or at least maintain such current quality.

MVC will be responsible for compliance with current regulations with respect to any liquid industrial waste (RIL) eventually generated by this process and which must not be discharged into the tailings canal. In the event that such discharge into the tailings canal is authorized, it will not negatively affect DET's actual parameters in the launder or in the RIL of the Carén reservoir.

If at any time the operations of this project, as eventually conducted by MVC, result in any environmental or property damage, of any person, including DET, MVC must remediate it immediately, assuming all the costs for direct and resulting damages caused by such act. If DET is fined or sued by third parties for acts or causes attributable to MVC, the costs incurred by DET will be passed through entirely to MVC. If any acts of remediation, mitigation, generation of reports and/or studies are necessary, as requested by the authority, they must be carried out by MVC.

MVC will implement during the period of execution of this Agreement all safety and security measures that the nature and circumstances of the works and installations require. In addition, MVC will be exclusively responsible for all legal, contractual and non-contractual obligations related to the above.

H. INFRASTRUCTURE AND OTHERS.

1. Conduction and Deposit of Tailings

División El Teniente will be responsible for the transport and deposit into the Carén reservoir of tailings produced by MVC's treatment plant. MVC will be responsible to take and transport the tailings from the tailings launder for the conduction of DET's Fresh Tailings, as well as the conduction and introduction into the launder of processed tailings, without damaging the launder.

Due to temporary limitations in the capacity of the conduction of tailings caused by the extraction of liquids from operational breakdowns, system maintenance or for an eventual emptying of excess waters from the historical deposits, the tailings launder will be used on a priority basis for the effluents generated by DET.

División El Teniente reserves the right to channel and/or make use of for its convenience the tailings generated by MVC's treatment plant, after their return into the tailings launder.

2. Electrical Infrastructure.

DET will not contribute to the electrical or telephonic structure in the area. MVC is responsible for the contracting at its cost of all services it may require.

3. Industrial Water.

In the event that MVC obtains water rights for any of its plants and processes, whether or not these resources are deposited into the Colihues Deposit, it will be required to transfer them without cost to División El Teniente at the termination of this Agreement.

4. Compatibility with the Operations of DET

División El Teniente usually suspends its operations on January 1, May 1 and September 18 and 19 of each year for, maintenance, among others, of its tailings launder, which MVC acknowledges for the planning of its work schedules.

División El Teniente will have the right, on dates that differ from those indicated above, to temporarily halt in emergency situations the Fresh Tailings delivery process for maintenance or

repairs of the tailings launder. División El Teniente will have the same entitlement by reason of its priority to use the tailings conduction capacity as set out in number 1. above.

5. Conceptual Changes.

It is expressly understood that MVC by the extraction of copper and molybdenum contained in the tailings that are the subject matter of this Agreement, may alter the design of its treatment operations and the form and conditions to carry them out, without it causing any change in the payment formulas and not prejudicing the economic, technical and production interests that DET has in the business.

If MVC wishes to recover other metals or products other than copper and molybdenum, the Parties will approve the conditions under which the extraction will be authorized, making contractual modifications as required.

I. MAQUILA OPTION.

Notwithstanding that which is agreed to in the previous clauses, the Parties may agree at any time to amend this Agreement from the Processing Rights form to a Maquila form, DET thereby obtaining 100% of the copper concentrate produced by MVC for the period stipulated in the amendment, without negatively affecting the profits of the Parties resulting from the business. In any case, this amendment will not alter the balance of the provision of services between the Parties.

In this regard, the Parties express their intention to make their best efforts to reach an agreement to amend this Agreement on the terms referred to above, if so requested by one of the Parties.

The maquila services that MVC agrees to deliver during the period established by the respective amendment will be paid by DET to MVC in the equivalent in pesos (VAT included) at the exchange rate applicable during the day of the last delivery of concentrate by MVC. Payment will be made on the 10th business day following delivery of the material. If that day is a holiday, payment will be made on the following business day.

The formula of the application for the payment of the eventual method of maquila to be made by DET will be as follows:

$$\text{Monthly Payment} = ((PCuBML - \text{Deductions from concentrate}) \times Cu \text{ dispatched}) - \text{Offset}$$

Where,

- Cu dispatched: copper dispatched by MVC, as per its then current sales contracts, during the month of production (lb)

- PCuBML: Price of Cu on the London Metals Exchange corresponding to the month of the contractual quota that MVC has in its then current sales contracts (cUS\$/lb)
- Deductions from concentrate: Corresponds to the associated value to evaluate production, i.e. TC, RC, metallurgy deduction, credit for Ag and freight difference as per the destination of the concentrates, as per the then current sales contracts held by MVC as of the effective date of the amendment.

Offset: Deduction corresponding to the application of the payment formulas set out in letter B of clauses six, seven and eight above, considering the exchange rate in effect on the date of MVC's last delivery.

J. PENALTIES.

Any breach by MVC of any of its obligations contained in this Agreement, and which, in the judgment of División El Teniente are not sufficiently serious as to warrant the termination of this Agreement, will entitle DET to apply penalties for each breach, from a minimum of 5 U.F. (five Unidades de Fomento) to a maximum of 50 U.F. (fifty Unidades de Fomento).

If the breach is repeated within a single calendar year, the above sums will be doubled in successive and cumulative fashion, for each one of such repetitions.

Without prejudice to the foregoing, the repetition of fines for acts attributed to MVC, will be considered a material breach of the obligations of this Agreement, giving DET the right to terminate in accordance with the provisions set out in clause K.2 below.

División El Teniente may only apply these penalties after having formally provided MVC the opportunity to respond, for which it will have a period of 10 business days. The grounds that will result in penalties, among others, will be the following:

- a. For any breach of the conditions applicable to the tailings discharged into the launder leading to the Carén dam.
- b. For risks of spills from the transportation and treatment systems which can be remedied, previously identified in writing and that have not been remedied.
- c. For the spill of tailings and contaminated substances into lands and/or natural waterways from its facilities.
- d. For failure to adhere to the observations and instructions set out in the Log Book, to be maintained in accordance with this Agreement.

DET will add, upon the lapsing of the period of 10 business days as indicated above, the amount of these penalties to the following invoice, in its equivalent in local currency. Otherwise, DET may realize on the Performance Bond provided for in this Agreement for payment of such fines.

K. ADVANCE TERMINATION OF CONTRACT.

K.1) FOR UNFORESEEN EVENTS.

Without prejudice to the terms of the three contracts that form part of this Agreement, DET will have the exclusive right to terminate the same in advance, in the event of changes unforeseen as of the date of this Agreement, in the following cases:

1. Option 1: Throughout the course of the year 2021, DET will have the right to terminate this Agreement in advance, which it must communicate to MVC with a notice of, at least, one year to the effective date of termination. As a result, such notice of termination may be provided during the 2021 calendar year, in which case the termination date of this Agreement will be the corresponding date in 2022. In this case, DET will pay as sole compensation to MVC, the value for 100% of the assets of MVC used in the exploitation and processing of historic tailings and Fresh Tailings. DET will pay to MVC for such assets a compensatory value equivalent only to 90% of the Net Present Value of the future cash flows of MVC after taxes (NPV) as compensation, determined by an independent appraiser agreed to by the Parties. For the calculation of such payment the application of a band of prices for copper is agreed to, establishing in this way a minimum and maximum, in accordance with the detail set out below.
2. Option 2: In the same manner, during the course of the year 2024, DET will have the right to terminate this Agreement in advance, which it must communicate to MVC with a notice of, at the least, three years to the effective date of termination. As a result, the respective notice of termination may be provided during the 2024 calendar year, in which case the termination date of this Agreement will be the corresponding date in 2027. This option considers only the termination of the contractual relationship between the Parties, without including indemnification of any kind, each of the Parties retaining title to the facilities, equipment and other resources invested in the processing of tailings as provided for in this Agreement. Once this Agreement is terminated, MVC will have a deadline of one year to remove its facilities, machinery and equipment. If it fails to do so, DET will have the option to keep for itself, free of all payment or cost, the facilities, machinery and equipment not removed by MVC or to remove them at the expense of MVC.
3. Option 3: Finally, during the course of the year 2024 and successively every three years (2027, 2030, etc.) until the end of the term of this Agreement, DET will have the right to terminate the same in advance, which it must communicate to MVC with a notice of, at the least, one year to the effective date of termination. As a result, the respective notice of termination may be provided throughout calendar year 2024 or 2027, in which case the termination date of this Agreement will be the corresponding date in 2025 or 2028,

respectively. In this case, DET will pay as sole compensation to MVC, the value of 100% of the assets of MVC used in the exploitation and processing of historic tailings and Fresh Tailings, paying to MVC a compensatory value corresponding to the lower value that results from:

- a. 80% of the Net Present Value of the future cash flows of MVC after taxes (NPV) from the date of advance termination and the termination date of this Agreement; and
- b. The Commercial Value of the Assets: the market value corresponding to the plant, equipment and installations necessary for the operation of the exploitation and processing, on the part of MVC, of historic tailings and Fresh Tailings.

For the calculation of such payment, the application of a band of prices for copper is agreed to, establishing in this manner a minimum and maximum, in accordance with the detail set out below.

Upon the exercise of any of these advance termination options of this Agreement, all accessory contracts will also terminate, in particular, the contract of usage, easements and services N° CT-O-5959, referred to in clause 10 of this Agreement.

Compensatory Value Payment

- To calculate the Compensatory Value, one must consider the greater of (i) the projection of the Comité Consultivo of the benchmark copper price and (ii) consensus forecasts: survey of Consensus Economics and copper industry analysts.
- The net present value of future cash flows (NPV) corresponds to the annual result of MVC deducting from its gross revenues the production costs, administration expenses, refining, transportation, maintenance, services, taxes, molybdenum credit and payment for processing right, to be calculated at an 8% discount rate.
- DET reserves the right to audit such values of revenues, costs and production.

Copper Price Band

- A copper price band will be applied with a minimum and maximum value, which will operate as limits for calculating the Net Present Value of future cash flows of MVC (NPV) and these correspond to:
 - Minimum = At the average cost of operation for the past 5 years plus 5% (considering as operation cost that defined in point 2 of Compensatory Value Payment)

- Maximum = Copper price equal to 400 cUS\$/lb
- If during the year when notice of Early Termination is given (immediately prior to that in which the option is exercised) the projection of copper prices used to calculate the Compensatory Value is outside this band (below or above) the threshold values will apply.

If the forward price of copper is above the Maximum Price of Copper and the compensatory value (NPV) calculated is less than or equal to zero, applying the Maximum Price of copper, the Parties agree that in this case, the NPV will be calculated equal to zero, with an adjusted Price of copper (PCuA). Then once this new price of copper is so defined, the compensatory value to be paid to MVC, for the exercise of the exit option, will be that resulting from the application of the adjusted Price of copper plus 5% (PCuA x 1.05) for the calculation of the NPV.

Notwithstanding the above, if there is a period of inflation or fluctuations in prices or costs that significantly distorts the compensatory value, the Parties agree to meet to revise the parameters of the formulas in the exit options.

K.2) FOR BREACH ATTRIBUTABLE TO MVC.

DET may terminate this Agreement in advance, without need of demand, petition or judicial ruling, at any time and without right on the part of MVC to the payment of compensation or indemnification of any kind, and only with prior written notice to MVC 60 days in advance, if MVC commits a material breach of any of the obligations in this Agreement, that has not been rectified by MVC within the 30 days following the date in which DET advises MVC of such breach in writing.

For all contractual purposes, and without the list being limited, the following will be deemed as a material breach by MVC:

- a. If MVC repeatedly breaches one or more of the following obligations:
 1. Duty to adopt all requisite safeguards and precautions within its scope of action, management and control, to prevent any deterioration to the tailings conduction system of División El Teniente.
 2. Pay in full and on time the fees agreed upon in this Agreement.
 3. Allow access to its facilities, operations and surveys to inspectors of División El Teniente or contractors for DET or for both parties.
- b. If there occurs an assignment of all or substantially all of its assets in favor of its creditors.
- c. If MVC enters liquidation proceedings. If MVC is unable to meet its commercial obligations for a period of more than sixty (60) days, or not duly resolved within such time.

- d. If any of the partners or directors of MVC is indicted for any criminal offense connected with the performance of this Agreement that merits a prison sentence.
- e. If it legally or in fact assigns all or part of this Agreement without the authorization of DET.
- f. Each time that in this Agreement it is mentioned that the breach of one of the obligations will give DET the right to terminate the same in advance.

In case of early termination of this Agreement for the breaches indicated in this section K.2 of this clause, the works, equipment, facilities erected for the processing of tailings from the Colihues and the Cauquenes Deposit, inside of the property of DET, will pass in their own right to be the property of DET, without payment of any kind, in the nature of a penalty. In such case, DET is expressly authorized to take physical possession of the works, equipment, facilities and rights, immediately and without any need for demand or any court order.

L. TITLE TO FACILITIES UPON TERMINATION OF THIS AGREEMENT.

The Parties expressly agree that once the term of one or more of the three contracts that form part of this Agreement has terminated, whether at the term agreed, its extension or earlier upon depletion of the tailings, the works, equipment and facilities developed and built by MVC will become the property of DET without any payment or any cost to DET.

The transfer of the works, equipment and facilities to DET will be deemed consummated entirely, upon completion of the term referred to in this clause.

In addition, in the above case it will be the obligation of MVC to transfer to DET, without any cost and free of any lien, the permits, authorizations, concessions and easements, and authorize it as well without cost, for the use of engineering designs, titles, patents and processes obtained in connection with the construction and operation of such equipment and facilities, to be used exclusively in the facilities of DET.

If DET decides not to take possession of 100% of the assets mentioned above, it will advise MVC with a minimum of 3 years in advance, in such manner as MVC must remove its works, equipment and facilities necessary for the processing of Fresh Tailings, tailings from the Colihues Deposit and tailings from the Cauquenes Deposit, within a maximum of 12 months following the termination date of this Agreement, leaving clear and clean the lands that they occupied and at its sole responsibility and cost.

Notwithstanding the foregoing, if upon termination of one or two of the contracts that form part of this Agreement, one or the others are still in effect, including their possible extensions, renewals and contracts that succeed or replace them, MVC will have the following rights: (a) in case the works, equipment and facilities are transferred to DET in accordance with this clause, MVC will be entitled to use without payment or any costs all those assets that are necessary or useful for the performance of those contracts, until their termination; or (b) if DET has opted

not to acquire the aforementioned assets, MVC may continue using those assets that are necessary or useful for the performance of the referenced contracts, in which case the term of 12 months for the removal of the same will start to run upon termination of the last of the contracts that form part of this Agreement. In both cases, MVC will serve written notice to DET with at least 6 months' notice to the date of termination of the respective agreement, those works, equipment and facilities of which it will making use for the execution of the remaining contracts.

MVC is obligated to send at December 31st of each year, an updated inventory of the buildings, works, equipment and facilities major or relevant for the operation, referred to above, as well as the maintenance plans and programs.

M. PROHIBITION OF ASSIGNMENT OF RIGHTS OR OBLIGATIONS

It is expressly agreed that MVC will not assign, transfer or convey in any manner, all or part of the rights and obligations established in this Agreement, nor register against them any guarantees, pledges or other encumbrance, nor grant irrevocable letters of credit to a third party, without the prior written approval of DET, except for security in the rights of MVC under this Agreement required by banks or financial institutions for the financing of the construction of the works, equipment, buildings and facilities, necessary for the tailings processing project, in which case MVC must duly inform DET. The breach of the above obligations will be sufficient cause for DET to immediately terminate this Agreement without any indemnification of any kind for MVC, which it acknowledges knowing and accepting.

In any case, the authorization of DET will always be understood not to affect in any manner the rights it has in this Agreement or any reason for their exercise by DET.

N. CONFIDENTIALITY AND PUBLICITY

DET acknowledges and accepts that Amerigo Resources Ltd., the parent company of MVC (together with its subsidiaries, "Amerigo"), has the legal obligation to make public both the present Agreement and an English translation, in accordance with Canadian securities laws through the filing of this Agreement and its English translation under the profile of Amerigo in the SEDAR public website. Notwithstanding the foregoing, MVC agrees, during and after the term of this Agreement, not to divulge any confidential information of DET of a technical, operational, engineering or financial nature that DET provides or is observed or learned by MVC in accordance with this Agreement and that can affect the interests of DET. The dates, specifications, forms and in general, any information that DET delivers or makes available to MVC, are the exclusive property of DET and may not be used for any other purpose other than as contemplated in this Agreement. All technical information delivered to MVC for the execution of this Agreement, will be returned to DET at the end of the term of this Agreement.

MVC will ensure that no information, publicity or news release, even of a technical or scientific nature, will be issued by it, in connection with the execution of this Agreement that has not been authorized by DET. Similarly, MVC and its staff will not use the name or logo of Codelco, its subsidiaries or related companies for advertising, publicity or other purposes other than as authorized in writing by DET.

The violation of this obligation will be considered a material breach of this Agreement, without prejudice to civil or criminal actions that may be brought against the offender.

MVC will not disclose or have disclosed any matter related to this Agreement, or hold any conferences or talks on these matters, or have third parties visit the facilities of División El Teniente, without the prior written authorization of DET.

DET recognizes and accepts that Amerigo Resources Ltd., the parent company of MVC, is a company listed on the Toronto Stock Exchange and that it is subject to Canadian securities laws. Accordingly, Amerigo has the legal obligation to make public all information that it considers, in its sole opinion, to be of a material nature, as well as to publicly disclose such information in a timely manner. In those cases in which the disclosure of information by Amerigo involves DET, MVC will provide DET with a draft of the information bulletins or press releases of Amerigo (the "Release") and DET agrees to provide its comments to MVC within five business days in order to have the same incorporated into the final version of the Release. If MVC does not receive comments from DET within this period, MVC may proceed to disclose the Release publicly.

O. INTELLECTUAL / INDUSTRIAL PROPERTY.

All the works, plans, designs, reports, catalogues, data, specifications and, in general, every document, instrument, products or processes developed or prepared that MVC develops or prepares in connection with the agreement for the processing of the tailings contained in the Cauquenes Deposit (Cauquenes Contract) and its execution, in particular the development of engineering, will be the property of DET and delivered to DET once terminated. MVC hereby agrees, in due course and upon demand by DET, to assign the relevant rights. Failure to assign those rights in timely fashion will be deemed a breach of the obligations under this Agreement.

Under this Agreement, joint developments between MVC and DET made subsequent to the effective implementation of the Cauquenes Contract, may be protected by patents or otherwise by the Parties together or in such form as they agree.

MVC will be entirely responsible for the resources it uses in the performance of this Agreement, and will respond to any legal claim for the unauthorized use of licenses, patents, registered trademarks or property rights during the term of this Agreement, at no additional charge for DET.

It is agreed that the assignment of rights will only apply to those developments subsequent to this date and not for the technological development previously completed by MVC, which was used to prepare the proposal to DET.

The obligation of MVC to assign these rights, is for Codelco only and not for its subsidiaries.

P. PATENTS AND TRADEMARKS.

MVC will protect, defend and hold DET harmless free from damages or losses sustained by reason of claims or legal action brought by third parties, based on potential infringements of any industrial/intellectual right (patents, trademarks, designs, copyrights, etc.).

Similarly, MVC will bear the cost of the liabilities attributed to DET and reimburse DET the amounts that DET is required to pay if, by a writ of seizure or prohibition, DET is prevented from making use of the rights in question.

MVC will take all measures necessary so that DET may continue receiving the service, product or portion thereof that has been seized or prohibited, replacing or modifying the same so that it becomes non-infringing, at no additional charge for DET.

For the application of this clause, it will be sufficient that DET notify MVC of any claim relative to such matters. MVC will therefore assume at its cost the defense and negotiations associated with such claims.

Q. LIABILITY FOR PERSONNEL, CONTRACTORS AND SUPPLIERS

It will be the exclusive obligation and cost of MVC for all labor, civil or criminal responsibility for its personnel and that of its contractors, subcontractors and suppliers, for any and all work-related accident and all risk or damage that may be produced as a result of or in connection with this Agreement and its accessory contracts, in respect of which MVC represents that it will adopt all measures of security and protection that the nature and circumstance of the works require. Similarly, it will be exclusively responsible for any legal, contractual, non-contractual and tax-related obligation connected with them.

R. EXPENSES AND TAXES

MVC will bear all the expenses, fees, rates, obligations and taxes arising from the performance of this Agreement, except for income tax and any other current or future obligation that may affect the activities of this Agreement.

S. ACTS OF GOD OR FORCE MAJEURE

División El Teniente will not indemnify MVC in the event the latter is unable to operate its treatment plant due to acts of God or force majeure affecting DET. Likewise, MVC will not be required to make any payment or provide any indemnification in favor of DET due to any acts of God or force majeure affecting MVC.

Acts of God or force majeure are understood to be an unforeseen and irresistible event, on the terms set out in article 45 of the Chilean Civil Code, and those expressly set out in this Agreement.

Notwithstanding the foregoing, by way of example and in addition, as the case may be, the following circumstances will be understood to constitute acts of God and force majeure, provided they prevent the continued operation of the production process and on the conditions indicated below:

- a. Acts of authority, such as expropriations, confiscations or seizure of goods.
- b. Wars, rebellions, sabotage, mutiny.
- c. Floods, earthquakes, avalanches, fires, droughts and other disasters. However, these will constitute acts of God or force majeure when of a nature such that the parties are unable to foresee, considering the conditions of nature in the location or locations where this Agreement is to be performed.
- d. Illegal strikes of MVC workers, which in the sole discretion of DET are not attributable to the same.
- e. Illegal strikes or other suspension of activities of the workers of División El Teniente or its contractors.
- f. Total or partial stoppage of activities, temporarily or permanently, at any mine, plant or other facility of División El Teniente, by decision of competent authority, whether legal, judicial, governmental or administrative.

Upon occurrence of the act of God or force majeure, the Party affected thereby will advise the other as soon as possible. Equally, such Party will adopt all measures it reasonably can and that permit the reduction of the damages caused by such event.

As a result of the act of God or force majeure, the Parties may agree to suspend the contract, and they may also extend its term, in the manner they determine and for the period of time they agree. For the above purposes, the Parties agree to meet in order to reach such agreement.

The act of God or force majeure will not result in any modification to the price of this Agreement, without prejudice to what the parties may freely agree in this regard.

If the effects of the acts of God or force majeure, that affect the continuity of this Agreement, persist for a period of more than two years, either of the Parties may end this Agreement

without the right of indemnification or any claim of its counterparty.

T. DISPUTE RESOLUTION.

The Parties agree to endeavor, at all times and under any circumstances, to resolve between themselves any difficulty or controversy arising between them with respect to the application, performance, non-performance, interpretation, duration, termination, validity or execution of this Agreement or any other effectiveness or performance of this Agreement or any other reason (a "Dispute"). Representatives of each Party with sufficient authority will meet to try to resolve the Dispute, and if it cannot be resolved by the Parties acting in good faith within 30 days following the date written notice has been received by one of the parties, the Dispute will be submitted for consideration and resolution by an arbitration tribunal, composed of three members who will decide according to the law on the merits and as arbitrator with regard to procedure.

The request for arbitration by either of the Parties will be sufficient to presume that the Parties have not been able to directly resolve the Dispute. Neither of the Parties may claim the arbitration to be invalid because a negotiation to attempt to directly resolve the Dispute has not taken place.

The arbitration tribunal may meet as many times as necessary and its resolutions will not be subject to appeal, which the Parties hereby expressly waive, with the exception of appeals for clarification or interpretation and rectification and amendment, of complaint and appeal for exceeding or lacking ultratpetita or jurisdiction.

The members of the arbitration tribunal must be practicing lawyers and domiciled in Santiago, Chile. The Parties will choose the tribunal by mutual agreement. If there does not exist agreement in the naming of the arbitrators, then each Party will appoint one arbitrator and the third will be appointed by the Santiago Chamber of Commerce, A.G. pursuant to the procedures of the Arbitration Centre of the Santiago Chamber of Commerce, A.G., from among the lawyers who form part of the list of arbitrators of its Centre of Arbitration and Mediation. By this Agreement, the Parties give an irrevocable mandate to the Santiago Chamber of Commerce, A.G. such that, on the written request of either of them, the arbitrator will be appointed from among the members of the arbitration body of the Centre of Arbitration of this Chamber.

Each of the Parties will have the right to challenge or veto, without stating a reason, up to five arbitrators of those proposed by the Santiago Chamber of Commerce, A.G.

The arbitration will be conducted in the city of Santiago, Chile. The Parties renounce the challenges in numbers 4 and 5 of Article 358 of the Code of Civil Procedure, relative to the incapacity of witnesses by reason of their employment relationship with a Party or delivery of regular services.

U. GOVERNING LAW.

This Agreement will be governed by the laws of the Republic of Chile.

V. DOMICILE, NOTICES AND REPRESENTATIVES OF EACH PARTY.

For all purposes of this Agreement, the Parties establish their domicile in the city of Rancagua, which is understood without prejudice to be the domicile agreed to for the resolution of disputes.

With respect to notices and communications required hereunder, DET will be domiciled at Millán No. 1020, Rancagua, and MVC on the road to Termas de Cauquenes, Colihues sector, kilometer 13, District of Requinoa.

Such notices and communications will be made in writing, by means of a delivered letter and received by the other Party, or by registered mail. They may also be sent electronically, with receipt duly acknowledged by the other Party.

Each Party will advise the other immediately on any change of address and, as long as it does not do so, all communications sent to the previous address will be deemed valid. If notice is given by registered mail, it will be deemed received three days after its deposit with the Chilean Postal Service.

The Parties designate as their attorneys, respectively, the General Manager of División El Teniente and the General Manager of Minera Valle Central, who is in such position as of the date of the respective communication, with the addresses first above written, without prejudice to other duly-authorized attorneys who represent each one of the Parties so designated.

The aforementioned representatives will exercise such representation with the broadest authority, such that they may exercise all the rights of the Party who so designates them, as if they had been given, received or exercised by such Party. Expressly included in the powers of these mandates is the capacity to be notified for and respond to claims connected with this Agreement.

Each Party may replace its representative, upon notice to the other party, the substitute being invested with the same powers as that of the replaced representative.

It is expressly noted that the person designated as manager of this Agreement does not replace the representative referred to in this clause and does not represent DET, except in the specific exercise of the functions allotted to the same in this Agreement, which will in any case be

restrictively interpreted.

TEN – CONTRACT OF ACCOMODATION, EASEMENTS AND SERVICES.

By private instrument dated September 9, 1991, marked by Contract N° CT-0-5959, a “Contract of Usage, Easements and Services” was entered into between DET and MVC, accessory to the Fresh Tailings Contract referred to in letter A) of the second clause of this Agreement.

As of this date the following modifications have been made to the above referenced contract:

- Modification N° 1, by private instrument dated January 11, 1996; and
- Modification N° 2, by private instrument dated April 9, 2009.

This second modification was agreed to for the purpose of extending the Contract of Accommodation, Easements and Services to the Colihues Contract, referred to in letter B) of the same preceding second clause.

In this regard, the Parties declare knowing and accepting the terms of the referenced contract and its modifications, which remain in full force.

Furthermore and for the purpose of extending the same contract of accommodation, easements and services to the tailings contained in the Cauquenes deposit, referred to in letter C) of the preceding second clause, it is agreed between the Parties to modify once again the aforementioned contract, in order to incorporate in the same the requirements resulting from the purpose of the future exploitation of the tailings from the Cauquenes Deposit.

This modification will be agreed to by the Parties, at that latest, within the period of 6 months from this date, by which it is expected that the engineering of the details of the project for the exploitation of the Cauquenes Deposit and also the new requirements of the same will be known, in reference to the activity of new lands, easements and services.

ELEVEN – TRANSITORY CLAUSES

- A. Term of the maquila option agreed to by private instrument dated December 3, 2013.

The Parties declare that they acknowledge and ratify in all of its parts the modification N° 7 of the Fresh Contract and the modification N° 4 of the Colihues Contract, agreed to by private instrument dated December 3, 2013, referred to in N° 7 of the letter A) and in N° 4 of the letter B) of the second clause of this Agreement, respectively.

By reason of such modifications, in the period between January 1 and December 31, 2014, MVC will continue providing the service of maquila of copper of the property of DET, for both the tailings from the Colihues Deposit and the Fresh Tailings.

For an improved understanding of the above, a copy of the referenced modification is included as Annex N° 3 of this Agreement, which forms an integral part of this Agreement for all legal effects.

B. Replacement of Performance Bonds.

The parties agree that the bank performance bond for UF 10.000 referred to in letter B) of the ninth clause of this Agreement, will replace the two bonds currently in place pursuant to the terms of the contracts N° CT-E-5960 y N° CT-E-9500, for the sum of UF 4.500 y UF 1.587, respectively.

This replacement will be completed, at the latest, with the period of 30 calendar days from the date of this Agreement, as so expressly written.

TWELVE – LEGAL CAPACITIES

The legal capacity of Mr. Álvaro Aliaga Jobet to represent DET, is evidenced in an instrument of public record dated December 5, 2012, issued at the Santiago Notarial Office of Mr. Osvaldo Pereira González.

For its part, the legal capacity of Mr. Raúl Poblete de la Cerda to represent MVC, is evidenced in an instrument of public record dated October 8, 2007, issued at the Santiago Notarial Office of Mr. José Musalem Saffie.

THIRTEEN – COUNTERPARTS

This contract is executed in two counterparts of identical content, with one remaining in the possession of each party.

IN WITNESS WHEREOF, the parties set their hands hereunto:

 Álvaro Aliaga Jobet
 On behalf of Corporación Nacional del Cobre

 Raúl Poblete de la Cerda
 On behalf of Minera Valle Central S.A.

de Chile
División El Teniente