

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: 2017-06-07
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(HTML Version on secdatabase.com)

SUBJECT COMPANY

SOCIEDAD QUIMICA Y MINERA DE CHILE S A /FI

CIK: [865477](#) | IRS No.: 000000000
Type: SC 13D/A | Act: 34 | File No.: 005-57705 | Film No.: 17896561

Business Address
MONEDA 970 FLOOR 15
SANTIAGO CHILE F3 00000

FILED BY

SOCIEDAD DE INVERSIONES PAMPA CALICHERA SA

CIK: [1218770](#) | IRS No.: 000000000 | State of Incorporation: F3
Type: SC 13D/A

Mailing Address
PAULINO ALFONSO
NO 331
SANTIAGO CHILE F3
999999999

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 5)*

SOCIEDAD QUIMICA Y MINERA DE CHILE S.A.

(Name of Issuer)

Series A Shares, without nominal (par) value
Series B Shares, without nominal (par) value

(Title of Class of Securities)

Series A Shares: 833636103
Series B Shares: 833635105

(CUSIP Number)

George Karafotias
Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Telephone: (212) 848-4000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 17, 2017

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of § 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | | |
|--|--|---|--|
| 1 | NAME OF REPORTING PERSONS Inversiones Global Mining (Chile) Limitada | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | | |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None | |
| | 8 | SHARED VOTING POWER Series A Shares: 8,798,539 Series B Shares: None | |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None | |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 8,798,539 Series B Shares: None | |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 8,798,539 Series B Shares: None | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 6.16% Series B Shares: None | | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) PN | | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS Global Mining Investment Inc., Agencia en Chile | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 8,798,539 Series B Shares: None |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 8,798,539 Series B Shares: None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 8,798,539 Series B Shares: None | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 6.16% Series B Shares: None | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) OO | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS Global Mining Investment Inc. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Panama | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 8,798,539 Series B Shares: None |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 8,798,539 Series B Shares: None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 8,798,539 Series B Shares: None | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 6.16% Series B Shares: None | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS Calichera Caiman, Inc. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Panama | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 8,798,539 Series B Shares: None |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 8,798,539 Series B Shares: None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 8,798,539 Series B Shares: None | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 6.16% Series B Shares: None | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | | |
|--|--|---|--|
| 1 | NAME OF REPORTING PERSONS Sociedad de Inversiones Pampa Calichera S.A. | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | | |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: BK, AF, WC Series B Shares: BK, AF, WC, OO | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None | |
| | 8 | SHARED VOTING POWER Series A Shares: 53,692,691 Series B Shares: 7,007,688 | |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None | |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 53,692,691 Series B Shares: 7,007,688 | |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 53,692,691 Series B Shares: 7,007,688 | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 37.59% Series B Shares: 5.82% | | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS Sociedad de Inversiones Oro Blanco S.A. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: BK, AF, WC Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 53,692,691 Series B Shares: 7,007,688 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 53,692,691 Series B Shares: 7,007,688 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 53,692,691 Series B Shares: 7,007,688 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 37.59% Series B Shares: 5.82% | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|--|
| 1 | NAME OF REPORTING PERSONS Potasios de Chile S.A. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: WC, AF* Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 18,179,147 Series B Shares: None |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 18,179,147 Series B Shares: None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 18,179,147 Series B Shares: None | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 12.73% Series B Shares: Not Applicable | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

* See Item 6 below regarding spin-off of Potasios de Chile S.A. from Sociedad de Inversiones Pampa Calichera S.A., effective as of April 1, 2011.

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|--|
| 1 | NAME OF REPORTING PERSONS Nitratos de Chile S.A. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: AF Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 18,179,147 Series B Shares: None |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 18,179,147 Series B Shares: None |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 18,179,147 Series B Shares: None | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 12.73% Series B Shares: Not Applicable | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | | |
|--|--|---|--|
| 1 | NAME OF REPORTING PERSONS Norte Grande S.A. | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | | |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: AF, WC | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None | |
| | 8 | SHARED VOTING POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 | |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None | |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 | |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 71,871,838 Series B Shares: 7,007,688 | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 50.32% Series B Shares: 5.82% | | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
 CUSIP No. 833635105 (Series B)

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| | | |
|---|--|---|
| 1 | NAME OF REPORTING PERSONS Inversiones SQYA Limitada | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 71,871,838 Series B Shares: 7,007,688 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 50.32% Series B Shares: 5.82% | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) PN | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS Inversiones SQ Limitada | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 71,871,838 Series B Shares: 7,007,688 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 50.32% Series B Shares: 5.82% | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) PN | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS S.Q. Grand Corp. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Panama | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 71,871,838 Series B Shares: 7,007,688 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 50.32% Series B Shares: 5.82% | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS Pacific Atlantic International Holding Corporation | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Panama | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 71,871,838 Series B Shares: 7,007,688 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 50.32% Series B Shares: 5.82% | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS The Pacific Trust | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 71,871,838 Series B Shares: 7,007,688 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 50.32% Series B Shares: 5.82% | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) OO | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS Julio Ponce Lerou | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 71,871,838 Series B Shares: 7,007,688 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 71,871,838 Series B Shares: 7,007,688 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 50.32% Series B Shares: 5.82% | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) IN | |

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS Inversiones La Esperanza (Chile) Ltda. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: WC Series B Shares: WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 3,711,598 Series B Shares: 46,500 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 3,711,598 Series B Shares: 46,500 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 3,711,598 Series B Shares: 46,500 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 2.60% Series B Shares: * | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) PN | |

* Less than 1%.

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| 1 | NAME OF REPORTING PERSONS La Esperanza Delaware Corporation | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: WC Series B Shares: WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION United States | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 3,939,148 Series B Shares: 46,500 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 3,939,148 Series B Shares: 46,500 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 3,939,148 Series B Shares: 46,500 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 2.76% Series B Shares: * | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

* Less than 1%

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|--|--|---|
| 1 | NAME OF REPORTING PERSONS Kochi S.A. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: WC Series B Shares: WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Chile | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 737,057 Series B Shares: 50,000 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 737,057 Series B Shares: 50,000 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 737,057 Series B Shares: 50,000 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: * Series B Shares: * | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

* Less than 1%.

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| 1 | NAME OF REPORTING PERSONS Kowa Company Ltd. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: AF Series B Shares: AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Japan | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 5,457,634 Series B Shares: 96,500 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 5,457,634 Series B Shares: 96,500 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 5,457,634 Series B Shares: 96,500 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 3.82% Series B Shares: * | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

*Less than 1%

SCHEDULE 13D

CUSIP No. 833636103 (Series A)
CUSIP No. 833635105 (Series B)

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| | | |
|---|--|---|
| 1 | NAME OF REPORTING PERSONS Yoshihiro Miwa | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) Series A Shares: Not Applicable Series B Shares: Not Applicable | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Japan | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER Series A Shares: None Series B Shares: None |
| | 8 | SHARED VOTING POWER Series A Shares: 5,457,634 Series B Shares: 96,500 |
| | 9 | SOLE DISPOSITIVE POWER Series A Shares: None Series B Shares: None |
| | 10 | SHARED DISPOSITIVE POWER Series A Shares: 5,457,634 Series B Shares: 96,500 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON Series A Shares: 5,457,634 Series B Shares: 96,500 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Series A Shares: 3.82% Series B Shares: * | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) IN | |

* Less than 1%.

Item 1. Security and Issuer

This Amendment No. 5 amends and restates in its entirety the Statement on Schedule 13D originally filed on February 15, 2005, as amended by Amendment No. 1, filed on August 3, 2006, as amended and restated by Amendment No. 2, filed on February 2, 2007, as amended and restated by Amendment No. 3, filed on September 7, 2007, as amended and restated by Amendment No. 4, filed on November 29, 2007 (as so amended and restated, this “Statement”) and relates to the Series A common shares, without nominal value (“Series A Shares”) and the Series B common shares, without nominal value (“Series B Shares”), of Sociedad Quimica y Minera de Chile S.A., a company organized under the laws of Chile (“SQM”). The principal executive offices of SQM are located at El Trovador 4285, piso 6, Las Condes, Santiago, Chile. The purpose of this Amendment No. 5 is to: (i) reflect certain changes in the ownership structure of the Reporting Persons (as defined below), (ii) report purchases and sales of Series A Shares and Series B Shares by certain of the Reporting Persons and (iii) report the entry into of certain arrangements and contracts with respect to the Series A Shares and Series B Shares of SQM, including the Letter Agreement between the Cascadas Shareholders, PCS Shareholders and Kowa Shareholders (each as defined below).

Item 2. Identity and Background

This Statement is being jointly filed by Inversiones Global Mining (Chile) Limitada (“Global Mining”), Global Mining Investment Inc., Agencia en Chile (“Global Mining Agencia”), Global Mining Investment Inc. (“Global Mining Inc.”), Calichera Caiman, Inc. (“Calichera Caiman”), Sociedad de Inversiones Pampa Calichera S.A. (“Pampa”), Sociedad de Inversiones Oro Blanco S.A. (“Oro”), Potasios de Chile S.A. (“Potasios”), Nitratos de Chile S.A. (“Nitratos”), Norte Grande S.A. (“Norte”), Inversiones SQYA Limitada (“SQYA”), Inversiones SQ Limitada (“SQ”), S.Q. Grand Corp. (“SQ Grand”), Pacific Atlantic International Holding Corporation (“Pacific Atlantic Holding”), The Pacific Trust (“Pacific Trust”), Mr. Julio Ponce Lerou (“Mr. Ponce Lerou”) (collectively, the “Ponce Lerou Reporting Persons”) and Inversiones La Esperanza (Chile) Ltda. (“La Esperanza (Chile)”), La Esperanza Delaware Corporation (“La Esperanza Delaware”), Kochi S.A. (“Kochi”), Kowa Company Ltd. (“Kowa”), and Mr. Yoshihiro Miwa (“Mr. Yoshihiro Miwa”) (collectively, the “Grupo Miwa Reporting Persons”). A joint filing agreement has been filed jointly by the Ponce Lerou Reporting Persons and the Grupo Miwa Reporting Persons as Exhibit 1 to this Statement pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended.

Each of Global Mining, Global Mining Agencia, Global Mining Inc., Calichera Caiman, Pampa, Oro, Potasios, Nitratos, Norte, SQYA, SQ, SQ Grand, Pacific Atlantic Holding, Pacific Trust, Mr. Ponce Lerou, La Esperanza (Chile), La Esperanza Delaware, Kochi, Kowa, and Mr. Yoshihiro Miwa is individually a “Reporting Person” and are collectively the “Reporting Persons.”

Global Mining

Global Mining is a limited liability partnership (*sociedad de responsabilidad limitada*) organized under the laws of the Republic of Chile. The address of the principal office of Global Mining is El Trovador 4285, piso 11, Las Condes, Santiago, Republic of Chile. The principal business activity of Global Mining is to act as a holding company for the investment in SQM. As of the date of this Statement, Global Mining Agencia was the owner of substantially all of the limited liability partner interests of Global Mining.

Set forth on Schedule A to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer of Global Mining.

Global Mining Agencia

Global Mining Agencia is the Chilean branch (*agencia*) of Global Mining Inc., organized under the laws of the Republic of Chile. The address of the principal office of Global Mining Agencia is El Trovador 4285, piso 11, Las Condes, Santiago, Republic of Chile. The principal business activity of Global Mining Agencia is to act as a holding company for the investment in SQM.

Set forth on Schedule B to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Global Mining Agencia.

Global Mining Inc.

Global Mining Inc. is a corporation organized under the laws of the Republic of Panama. The address of the principal office of Global Mining Inc. is Calle 61 Este, Panama City, Republic of Panama. The principal business activity of Global Mining Inc. is to act as a holding company for the investment in SQM. Global Mining Inc. is a wholly-owned subsidiary of Calichera Caiman.

Set forth on Schedule C to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Global Mining Inc.

Calichera Caiman

Calichera Caiman is a corporation organized under the laws of the Republic of Panama. The address of the principal office of Calichera Caiman is Calle 61 Este, Panama City, Republic of Panama. The principal business activity of Calichera Caiman is to act as a holding company for the investment in SQM. As of the date of this Statement, Pampa was the owner of record of approximately 99.99% of the outstanding share capital of Calichera Caiman.

Set forth on Schedule D to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Calichera Caiman.

Pampa

Pampa is a corporation (*sociedad anonima*) organized under the laws of the Republic of Chile. The address of the principal office of Pampa is El Trovador 4285, piso 11, Las Condes, Santiago, Republic of Chile. The principal business activity of Pampa is to act as a holding company for the investment in SQM. As of the date of this Statement, Oro was the owner of record of approximately 88.64% of the outstanding share capital of Pampa and Potasios was the owner of record of approximately 10.07% of the outstanding share capital of Pampa.

Set forth on Schedule E to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Pampa.

Oro

Oro is a corporation (*sociedad anonima*) organized under the laws of the Republic of Chile. The address of the principal office of Oro is El Trovador 4285, piso 11, Las Condes, Santiago, Republic of Chile. The principal business activity of Oro is to act as a holding company for the investment in SQM. As the date of this Statement, Norte is the owner of record of approximately 76.82% of the outstanding share capital of Oro.

Set forth on Schedule F to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Oro.

Potasios

Potasios is a corporation (*sociedad anonima*) organized under the laws of the Republic of Chile. The address of the principal office of Potasios is El Trovador 4285, piso 11, Las Condes, Santiago, Republic of Chile. The principal business purpose of Potasios is to act as a holding company for the investment in SQM. As of the date of this Statement, Nitratos is the owner of record of approximately 98.89% of the outstanding share capital of Potasios.

Set forth on Schedule G to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Potasios.

Nitratos

Nitratos is a corporation (*sociedad anonima*) organized under the laws of the Republic of Chile. The address of the principal office of Nitratos is El Trovador 4285, piso 11, Las Condes, Santiago, Republic of Chile. The principal business purpose of Nitratos is to act as a holding company for the investment in SQM. As of the date of this Statement, Norte is the owner of record of approximately 76.34% of the outstanding share capital of Nitratos.

Set forth on Schedule H to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Nitratos.

Norte

Norte is a corporation (*sociedad anonima*) organized under the laws of the Republic of Chile. The address of the principal office of Norte is El Trovador 4285, piso 11, Las Condes, Santiago, Republic of Chile. The principal business activity of Norte is to act as a holding company for the investment in SQM. As the date of this Statement, SQYA is the owner of record of approximately 67.59% of the outstanding share capital of Norte.

Set forth on Schedule I to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Norte.

SQYA

SQYA (formerly Inversiones SQYA S.A.) is a limited liability partnership (*sociedad de responsabilidad limitada*) organized under the laws of the Republic of Chile. The address of the principal office of SQYA is Campos de Deportes 780, Ñuñoa, Santiago, Republic of Chile. The principal business activity of SQYA is to act as a holding company for the investment in SQM. As of the date of this Statement, SQ is the owner of record of approximately 99.99% of the outstanding share capital of SQYA.

Set forth on Schedule J to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer of SQYA.

SQ

SQ (formerly Inversiones SQ S.A.) is a limited liability partnership (*sociedad de responsabilidad limitada*) organized under the laws of the Republic of Chile. The address of the principal office of SQ is Campos de Deportes 780, Ñuñoa Santiago, Republic of Chile. The principal business purpose of SQ is to serve as a holding company for the investment in SQM. As of the date of this Statement, SQ Grand is the owner of substantially all of the outstanding share capital of SQ.

Set forth on Schedule K to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer of SQ.

SQ Grand

SQ Grand is a corporation organized under the laws of the Republic of Panama. The address of the principal office of SQ Grand is Avenue Samuel Lewis y Calle 54 Este, Panama City, Republic of Panama. The principal business activity of SQ Grand is to serve as a holding company for the investment in SQM. As of the date of this Statement, Pacific Atlantic Holding is the owner of record of 100% of the outstanding share capital of SQ Grand.

Set forth on Schedule L to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of SQ Grand.

Pacific Atlantic Holding

Pacific Atlantic Holding is a corporation organized under the laws of the Republic of Panama. The address of the principal office of Pacific Atlantic Holding is Avenue Samuel Lewis y Calle 54 Este, Panama City, Republic of Panama. The principal business activity of Pacific Atlantic Holding is to act as a holding company for the investment in SQM. As of the date of this Statement, Pacific Trust is the owner of record of 100% of the outstanding share capital of Pacific Atlantic Holding.

Set forth on Schedule M to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Pacific Atlantic Holding.

Pacific Trust

Pacific Trust is formed under the laws of the British Virgin Islands. The address of the principal office of Pacific Trust is care of Alfaro, Ferrer & Ramirez (BVI) at The Lake Building, 1st Floor, Road Town, Tortola, British Virgin Islands. Pacific Trust has no assets or operations other than holding the shares of Pacific Atlantic Holding. Alfaro, Ferrer & Ramirez (BVI) is the trustee of Pacific Trust. Mr. Ponce Lerou has the power to direct the administration of Pacific Trust.

Mr. Ponce Lerou

Mr. Ponce Lerou is a citizen of the Republic of Chile. He resides at Luis Carrera No. 2700-A, Apartment 403, Vitacura, Santiago, Chile.

La Esperanza (Chile)

La Esperanza (Chile) is a limited liability partnership (*sociedad de responsabilidad limitada*) organized under the laws of the Republic of Chile. The address of the principal office of La Esperanza (Chile) is Avenida Apoquindo 3472, of 1201, Santiago, Chile. The principal business activity of La Esperanza (Chile) is to act as a holding company for the investment in SQM. As of the date of this Statement, La Esperanza Delaware is the owner of substantially all of the outstanding share capital of La Esperanza (Chile).

Set forth on Schedule N to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of La Esperanza (Chile).

La Esperanza Delaware

La Esperanza Delaware is a corporation organized under the laws of Delaware. The address of the principal office of La Esperanza Delaware is 55 East 59th Street, Suite 19A, New York, New York 10022. The principal business activity of La Esperanza Delaware is to act as a holding company for investment purposes. La Esperanza Delaware is a wholly-owned subsidiary of Kowa.

Set forth on Schedule O to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of La Esperanza Delaware.

Kochi

Kochi is a corporation (*sociedad anonima*) organized under the laws of the Republic of Chile. The address of the principal office of Kochi is Avenida Apoquindo 3472, of 1201, Santiago, Republic of Chile. The principal business activity of Kochi is to serve as a holding company for investment purposes. As of the date of this Statement, Kowa is the owner of substantially all of the outstanding share capital of Kochi.

Set forth on Schedule P to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Kochi.

Kowa

Kowa is a corporation, organized under the laws of Japan. The address of the principal office of Kowa is 6-29, Nishiki 3-Chome, Naka-ku, Nagoya, Japan. The principal business activity of Kowa is to act as a holding company for investment purposes. Kowa is directly owned and controlled by Mr. Yoshihiro Miwa.

Set forth on Schedule Q to this Statement, and incorporated herein by reference, is the (a) name, (b) business address, (c) present principal occupation or employment and the name of any corporation or other organization in which such occupation or employment is conducted, and (d) citizenship of each executive officer and director of Kowa.

Mr. Yoshihiro Miwa

Mr. Yoshihiro Miwa is a citizen of Japan. He resides at 6-29, Nishiki 3-Chome, Naka-ku, Nagoya, Japan. Mr. Yoshihiro Miwa serves as President of Kowa.

Mr. Takayasu Miwa was a Reporting Person in the Statement filed on November 27, 2007. Effective January 14, 2013, Mr. Takayasu Miwa ceased to be the chairman of Kowa and as a result Mr. Takayasu Miwa ceased to be a Reporting Person. This Amendment No. 5 constitutes the exit filing for Mr. Takayasu Miwa.

During the last five years, none of the Reporting Persons and, to the best knowledge of the Reporting Persons, none of the persons listed on Schedules A through Q to this Statement has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or, except as disclosed below, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

On September 2, 2014, the Chilean regulator of the securities and insurances market (the *Superintendencia de Valores y Seguros* or the “SVS”) sanctioned Mr. Aldo Motta Camp with a fine of 600,000 *Unidades de Fomento* (approximately Ch\$14,463,912,000 on such date) for alleged infringements of the Chilean Corporations Act (Law No 18,046) (the “Chilean Corporations Act”) and the Chilean Securities Act (Law No 18,045) (the “Chilean Securities Act”) for actions that Mr. Motta would have taken during 2010 and 2011 while he was serving as General Manager of Oro Blanco, Pampa and Norte Grande.

Mr. Motta has contested the legality of such sanction through a civil proceeding (*acción de reclamación de multa*) being heard at the Fifteenth Civil Court of Santiago, Chile.

On the same date, the SVS sanctioned Mr. Patricio Contesse Fica with a fine of 60,000 *Unidades de Fomento* (approximately Ch\$1,446,391,200 on the such date), for alleged infringements of the Chilean Corporations Act for actions that Mr. Contesse would have taken in 2011 when he was serving as General Manager of Potasios.

Mr. Contesse has contested the legality of such sanctions through a civil proceeding (*acción de reclamación de multa*) being heard at the Second Civil Court of Santiago, Chile.

On the same date, the SVS sanctioned Mr. Julio Ponce Lerou with a fine of 1,700,000 *Unidades de Fomento* (approximately Ch\$40,981,084,000 on such date) for alleged infringements of the Chilean Corporations Act and the Chilean Securities Act for actions that Mr. Ponce Lerou would have taken during 2010 and 2011 when he was serving as Chairman of the Boards of Directors of Oro, Pampa and Norte Grande and for actions that Mr. Ponce Lerou would have taken during 2011 when he was serving as Chairman of the Board of Directors of Potasios. .

Mr. Ponce Lerou has contested the legality of such sanctions through a civil proceeding (*acción de reclamación de multa*) being heard at the Eighteenth Civil Court of Santiago, Chile.

On September 30, 2015, the SVS sanctioned Mr. Patricio Contesse Fica with a fine of 1,000 *Unidades de Fomento* (approximately Ch\$25.346.890 on such date) for alleged infringements of the Chilean Corporations Act and the Chilean Securities Act for actions that Mr. Contesse would have taken in 2015 when he was serving as director of SQM.

Mr. Contesse has contested the legality of such sanctions through a civil proceeding (*acción de reclamación de multa*) being heard at the Second Civil Court of Santiago, Chile.

On the same date, the SVS sanctioned Mr. Julio Ponce Lerou with a fine of 1,000 *Unidades de Fomento* (approximately Ch\$25.346.890 on such date) for alleged infringements of the Chilean Corporations Act and the Chilean Securities Act for actions that Mr. Ponce Lerou would have taken in 2015 when he was serving as the Chairman of the Board of Directors of SQM.

Mr. Ponce Lerou has contested the legality of such sanctions through a civil proceeding (*acción de reclamación de multa*) being heard at the Eighteenth Civil Court of Santiago, Chile.

Item 3. Source and Amount of Funds or Other Consideration

Ponce Lerou Reporting Persons

On December 21, 2004, Pampa acquired 6,000,000 Series A Shares on the Chilean Stock Exchange for an aggregate purchase price of Ch\$24,006,000,000. Yara loaned Pampa the funds necessary to complete the acquisition. In order to secure the loan from Yara, Pampa issued notes to Yara in the amount of US\$43,000,000 (the “Notes”). On January 10, 2005, Pampa repaid Yara the full amount due under the Notes with the proceeds of a loan from Banco BCI. On May 30, 2006, Pampa repaid Banco BCI US\$3,000,000 and on February 14, 2007, with proceeds from notes issued by SQYA to Banco BCI, repaid Banco BCI the remaining US\$40,000,000.

On January 14, 2005, SQYA acquired 6,145,092 Series A Shares on the Chilean Stock Exchange for an aggregate purchase price of Ch\$24,592,658,184. Yara and Banco BCI loaned SQYA the funds necessary to complete the acquisition. In order to secure the loans from Yara and Banco BCI, SQYA issued notes to Yara and Banco BCI in the amounts of US\$30,000,000 and US\$20,000,000, respectively. The notes issued to Yara mature on December 21, 2015 and accrue interest at an annual rate of 6.65%. The notes issued to Banco BCI mature on May 30, 2011 and accrue interest at an annual rate of 6.40%. On March 6, 2007, SQYA repaid the amount under the notes issued to Yara and on February 14, 2007, repaid US\$8,900,000 in principal under the notes issued to Banco BCI.

Pampa originally acquired ownership of 53,557,332 Series A Shares prior to SQM's registration with the Securities Exchange Commission with funds received from bank loans and capital contributions of its affiliates.

On June 4, 2006, Pampa initiated a tender offer in Chile for Series B Shares. The tender offer was consummated on July 3, 2006, and in connection with the tender offer Pampa acquired 6,207,539 Series B shares for an aggregate purchase price of Ch\$35,072,595,350. The source of funds for the acquisition of shares include (i) affiliate contributions in the amount of Ch\$13,602,595,350; (ii) a loan from Banco Santander Santiago in the amount of US\$30,000,000, which was repaid on February 14, 2007; (iii) a loan from Banco BCI in the amount of US\$6,500,000, which was repaid on February 14, 2007 and (iv) a loan from Banco Corpbanca in the amount of US\$6,500,000, which was repaid on February 14, 2007.

On various dates from November 8, 2006 to December 20, 2006, Pampa purchased on the open market 7,758,446 Series B Shares for an aggregate purchase price of Ch\$55,507,557,750. The source of funds for the acquisition of these shares was (i) a loan from Banco Santander Santiago in the amount of US\$14,495,000, which was repaid on February 14, 2007; (ii) a loan from BCI in the amount of US\$8,500,000, which was repaid on February 14, 2007; (iii) a loan from Banco Scotiabank in the amount of US\$30,000,000, which was repaid on February 14, 2007, (iv) a loan from Banco Corpbanca in the amount of US\$24,256,000, which was repaid on February 14, 2007 and (v) a capital increase on December 12, 2006 which raised approximately US\$37,600,000 of which US\$27,749,000 was used for the acquisition of shares.

On March 20, 2007, on the Chilean Stock Exchange SQYA sold 5,535,000 Series A Shares for an aggregate purchase price of Ch\$41,057,161,283 and Pampa acquired 5,500,000 Series A Shares for an aggregate price of Ch\$41,041,733,063. Pampa's source of funds for this acquisition was its February 17, 2007 issuance of US\$250,000,000 7.75% Senior Secured Notes due 2022 (the "Senior Notes"). Interest on the Senior Notes will be paid semi-annually in arrears on February 14 and August 14 of each year, beginning August 14, 2007. The principal will be repaid in five equal installments of 20% of the original principal amount on February 14, 2018, February 14, 2019, February 14, 2020, February 14, 2021 and February 14, 2022.

On May 8, 2007, Mr. Ponce Lerou sold 17,026 Series A Shares for an aggregate amount of Ch\$150,341,283. On May 17, 2007, SQYA sold and Global Mining purchased on the Chilean Stock Exchange 610,092 Series A Shares for an aggregate amount of Ch\$5,402,974,752. Global Mining's source of funds for this purchase was cash dividends paid on the Series A Shares it holds.

On May 30, 2007 and May 31, 2007, Global Mining purchased on the Chilean Stock Exchange 102,122 Series A Shares and 209,494 Series A Shares, respectively. The aggregate price for these shares were Ch\$8,850 and Ch\$8,900, respectively. Global Mining's source of funds for these purchases was cash dividends paid on the Series A Shares it holds.

On June 1, 2007 and June 4, 2007, Pampa sold on the Chilean Stock Exchange 50,567 Series B Shares and 137,166 Series B Shares, respectively. The proceeds from these sales were Ch\$435,056,259 and Ch\$1,187,453,463, respectively.

On July 26, 2007, Pampa sold on the Chilean Stock Exchange 2,300,000 Series B Shares for an aggregate amount of Ch\$18,329,896,000. On that same date, Global Mining purchased on the Chilean Stock Exchange 2,300,000 Series A Shares for an aggregate purchase price of Ch\$22,166,043,000. The source of funds for this purchase was the proceeds from the sale by Pampa of the 2,300,000 Series B Shares and proceeds from the issuance of the Senior Notes.

As described in Schedule R, on various dates from August 1, 2007 to August 20, 2007, Global Mining purchased on the Chilean Stock Exchange 3,453,755 Series A Shares for an aggregate purchase price of Ch\$35,859,600,744. Global Mining's source of funds for these purchases was cash dividends paid on the Series A Shares it holds.

As described in Schedule S, on various dates from August 24, 2007 to September 4, 2007, Pampa purchased on the Chilean Stock Exchange 1,011,840 Series B Shares for an aggregate purchase price of Ch\$8,354,641,755. Pampa's source of funds for these purchases was cash dividends paid on the Series A Shares and Series B Shares it holds and capital contributions from its affiliates.

As described in Schedule T, on various dates from October 12, 2007 to October 23, 2007, Pampa sold on the Chilean Stock Exchange 500,000 Series B Shares for an aggregate selling price of Ch\$4,791,349,223.

On November 12, 2007 and November 19, 2007, Pampa purchased on the Chilean Stock Exchange 324,992 Series B Shares and 175,008 Series B Shares for an aggregate purchase price of Ch\$2,819,305,600 and Ch\$1,513,801,699, respectively. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

As described in Schedule U, on various dates from March 28, 2008 to April 9, 2008, Pampa sold on the Chilean Stock Exchange 850,000 Series B Shares for an aggregate selling price of Ch\$9,664,077,397.

On May 22, 2008, Pampa purchased on the Chilean Stock Exchange 850,000 Series B Shares for an aggregate purchase price of Ch\$13,549,280,500. Pampa's source of funds for this purchase was the proceeds from the liquidation of financial instruments owned by Pampa.

As described on Schedule V, on various dates from October 28, 2009 to December 21, 2009, Pampa purchased on the Chilean Stock Exchange 4,017,543 Series B Shares for an aggregate purchase price of Ch\$78,190,800,498. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa. As described on Schedule V, on various dates from October 14, 2009 to January 14, 2010, Pampa sold on the Chilean Stock Exchange 9,290,506 Series B Shares for an aggregate selling price of Ch\$182,909,850,748.

From March 22, 2010 to March 25, 2010, Pampa purchased on the Chilean Stock Exchange 2,300,000 Series B Shares for an aggregate purchase price of Ch\$46,020,151,000. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

On March 30, 2010, Pampa sold on the Chilean Stock Exchange 1,900,000 Series B Shares for an aggregate selling price of Ch\$37,818,493,000.

On various dates from April 9, 2010 to May 6, 2010, Pampa purchased on the Chilean Stock Exchange 2,526,645 Series B Shares for an aggregate purchase price of Ch\$48,568,162,087. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa. On April 20, 2010 and April 28, 2010, Pampa sold on the Chilean Stock Exchange 500,000 Series B Shares and 1,000,000 Series B Shares for an aggregate selling price of Ch\$9,765,000,000 and Ch\$18,939,000,000, respectively.

From August 3, 2010 to August 6, 2010, Pampa sold on the Chilean Stock Exchange 140,000 Series B Shares for an aggregate selling price of Ch\$2,811,073,850.

On September 13, 2010, September 23, 2010 and September 30, 2010, Pampa purchased on the Chilean Stock Exchange 400,000 Series B Shares for an aggregate purchase price of Ch\$2,310,100,000, Ch\$4,734,000,000 and Ch\$2,352,511,000, respectively. Pampa's sources of funds for these purchases were: (i) for the September 13, 2010 purchase, the repayment of an intercompany loan repaid by Global Mining and (ii) for the September 23, 2010 and September 30, 2010 purchases, the proceeds from the liquidation of financial instruments owned by Pampa.

As described in Schedule W, on various dates from October 6, 2010 to January 3, 2011, Norte purchased on the Chilean Stock Exchange 1,278,178 Series B Shares for an aggregate purchase price of Ch\$32,658,867,658. Norte's sources of funds for these purchases were the proceeds from the sale of Oro shares owned by Norte and the proceeds from the liquidation of financial instruments owned by Norte.

On December 23, 2010, Oro purchased on the Chilean Stock Exchange 2,500,000 Series A Shares for an aggregate purchase price of Ch\$67,367,350,000. Oro's sources of funds for this purchase were bank overdraft lines of credit contracted by Oro. On the same date, Pampa sold on the Chilean Stock Exchange 2,500,000 Series A Shares for an aggregate selling price of Ch\$67,367,350,000. On December 24, 2010, Oro sold on the Chilean Stock Exchange 2,500,000 Series A Shares for an aggregate amount of Ch\$69,500,000,000. On the same date, Pampa purchased on the Chilean Stock Exchange 2,503,721 Series A Shares for an aggregate price of Ch\$69,602,317,126. Pampa's sources of funds for this purchase were the proceeds from the sale by Pampa of Series A Shares and from the liquidation of financial instruments owned by Pampa.

On January 5, 2011, Pampa purchased on the Chilean Stock Exchange 143,000 Series B Shares for an aggregate purchase of Ch\$4,039,545,510. Pampa's sources of funds for this purchase were the repayment of an intercompany loan repaid by Global Mining.

On January 14, 2011, Oro purchased on the Chilean Stock Exchange 2,500,000 Series A Shares for an aggregate purchase price of Ch\$69,500,000,000. Oro's sources of funds for this purchase were bank overdraft lines of credit contracted by Oro. On the same date, Pampa sold on the Chilean Stock Exchange 2,500,000 Series A Shares for an aggregate selling price of Ch\$69,500,000,000. On January 17, 2011, Oro sold on the Chilean Stock Exchange 2,500,000 Series A Shares for an aggregate amount of Ch\$69,625,000,000. On the same date, Pampa purchased on the Chilean Stock Exchange 2,500,000 Series A Shares for an aggregate price of Ch\$69,500,000,000. Pampa's sources of funds for this purchase were the proceeds from the sale by Pampa of Series A Shares and Pampa's working capital.

On January 25, 2011 and January 26, 2011, Norte sold on the Chilean Stock Exchange 1,262,178 Series B Shares and 16,000 Series B Shares, respectively. The proceeds from these sales were Ch\$33,069,202,440 and Ch\$419,200,000, respectively.

On February 9, 2011 and March 4, 2011, Pampa purchased on the Chilean Stock Exchange 2,865,154 Series B Shares and 486,651 Series B Shares for an aggregate purchase price of Ch\$80,367,569,700 and Ch\$13,313,661,796, respectively. Pampa's sources of funds for these purchases were: (i) for the February 9, 2011 purchase, the proceeds from the liquidation of financial instruments owned by Pampa and an intercompany loan granted by SQ, and (ii) for the March 4, 2011 purchase, financing provided by the broker involved in the transaction.

On March 29, 2011, Oro purchased on the Chilean Stock Exchange 5,000,000 Series A Shares for an aggregate price of Ch\$135,692,500,000. Oro's sources of funds for this purchase were an intercompany loan granted by Pampa and Oro's working capital. On the same date, Global Mining sold on the Chilean Stock Exchange 5,000,000 Series A Shares for an aggregate amount of Ch\$135,500,000,000.

On August 17, 2011, the shareholders of Pampa approved the division of Pampa, resulting in the creation and spin-off of Potasios, with legal effect from April 1, 2011. Pursuant to this decision, shareholders of Pampa received shares of Potasios *pro rata* to their interests in Pampa. The principal business purpose of Potasios is to act as a holding company for the investment in SQM. As part of the spin-off, on August 17, 2011 Pampa transferred 13,179,147 Series A Shares and 156,780 Series B Shares to Potasios.

On October 20, 2011, Potasios purchased on the Chilean Stock Exchange 5,000,000 Series A Shares for an aggregate purchase price of Ch\$145,000,000,000. Potasios' source of funds for this purchase was the repayment of an intercompany loan by Oro and Potasios' working capital. On the same date, Oro sold on the Chilean Stock Exchange 5,000,000 Series A Shares for an aggregate amount of Ch\$145,000,000,000.

From January 28, 2013 through January 30, 2013, Potasios sold on the Chilean Stock Exchange 156,780 Series B Shares for an aggregate amount of Ch\$4,205,435,711.

On various dates from April 26, 2013 to May 17, 2013, Pampa sold on the Chilean Stock Exchange 2,444,475 Series B Shares for an aggregate selling price of Ch\$56,819,206,786.

On various dates from July 9, 2013 to August 5, 2013, Pampa sold on the Chilean Stock Exchange 2,539,636 Series B Shares for an aggregate selling price of Ch\$46,447,166,863.

On December 9, 2013 and December 10, 2013, Pampa sold on the Chilean Stock Exchange 200,000 Series B Shares and 50,000 Series B Shares for an aggregate selling price of Ch\$2,509,560,000 and Ch\$628,488,500, respectively.

On various dates from April 14, 2014 to April 25, 2014, Pampa purchased on the Chilean Stock Exchange 25,375 Series A Shares for an aggregate purchase price of Ch\$448,193,954. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

On July 8, 2014, July 29, 2014 and September 26, 2014, Pampa purchased on the Chilean Stock Exchange 12,000 Series A Shares, 7,326 Series A Shares and 4,499 Series A Shares for an aggregate purchase price of Ch\$199,800,000, Ch\$117,019,736 and Ch\$69,879,143, respectively. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

On various dates from March 2, 2015 to April 9, 2015, Pampa purchased on the Chilean Stock Exchange 19,748 Series A Shares and 298,544 Series B Shares for an aggregate purchase price of Ch\$308,820,853 and Ch\$3,447,384,963, respectively. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

On March 20, 2015, Pampa sold on the Chilean Stock Exchange 298,544 Series B Shares for an aggregate selling price of Ch\$3,602,646,511.

As described in Schedule X, on various dates from July 7, 2015 to August 11, 2015, Pampa purchased on the Chilean Stock Exchange 42,263 Series A Shares for an aggregate purchase price of Ch\$660,979,228. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

As described in Schedule Y, on various dates from September 1, 2015 to October 15, 2015, Pampa purchased on the Chilean Stock Exchange 10,752 Series A Shares for an aggregate purchase price of Ch\$175,871,767. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

On December 29, 2015, Pampa purchased on the Chilean Stock Exchange 767 Series A Shares for an aggregate purchase price of Ch\$13,984,351. Pampa's source of funds for this purchase was the proceeds from the liquidation of financial instruments owned by Pampa.

From January 12, 2016 to January 14, 2016, Pampa purchased on the Chilean Stock Exchange 600 Series A Shares for an aggregate purchase price of Ch\$10,947,355. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

On various dates from February 2, 2016 to February 15, 2016, Pampa purchased on the Chilean Stock Exchange 5,621 Series A Shares for an aggregate purchase price of Ch\$97,355,924. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

On various dates from March 7, 2016 to April 8, 2016, Pampa purchased on the Chilean Stock Exchange 4,193 Series A Shares for an aggregate purchase price of Ch\$71,004,931. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

On April 27, 2016, May 23, 2016 and June 1, 2016, Pampa purchased on the Chilean Stock Exchange 400 Series A Shares, 31 Series A Shares and 1,747 Series A Shares for an aggregate purchase price of Ch\$7,040,000, Ch\$530,100 and Ch\$30,038,704, respectively. Pampa's source of funds for these purchases was the proceeds from the liquidation of financial instruments owned by Pampa.

Grupo Miwa Reporting Persons

On August 4, 1987 and April 6, 1999, Kochi acquired 714,084 Series A Shares and 50,000 Series B Shares, respectively. On various dates from June 10, 1994 to May 17, 1998, Inversiones La Esperanza (Chile) acquired 3,589,387 Series A Shares. On April 7, 1999 La Esperanza Delaware acquired 207,550 Series A Shares. On August 22, 2000, Kowa acquired 781,429 Series A Shares. The source of the funds for these purchases was working capital of Kochi, Inversiones La Esperanza (Chile) and La Esperanza Delaware.

On November 26, 2008, June 3, 2009 and November 3, 2014 Inversiones La Esperanza (Chile) acquired 54,590, 50,000 and 17,621 Series A Shares, respectively, for an aggregate total of 122,211 Series A Shares. The source of funds for these purchases was working capital of Inversiones La Esperanza (Chile).

On March 12, 2010, La Esperanza Delaware acquired 20,000 Series A Shares. The source of funds for this purchase was working capital of Inversiones La Esperanza (Chile).

On May 16, 2012 and August 8, 2013, Kochi acquired 8,153 and 14,820 Series A Shares, respectively, for an aggregate total of 22,973 Series A Shares. The source of funds for these purchases was working capital of Kochi.

On June 18, 2015, Inversiones La Esperanza (Chile) acquired 46,500 Series B Shares. The source of funds for this purchase was working capital of Inversiones La Esperanza (Chile).

Item 4. Purpose of Transaction

The Reporting Persons undertook the purchases and sales of Series A and Series B Shares listed above in Item 3 in order to increase their interest in SQM and for investment purposes.

Pampa purchased the Series B Shares on July 3, 2006 in order to increase Mr. Ponce Lerou's indirect combined ownership in SQM to over 25% for investment purposes so that he would be deemed, solely for purposes of Chilean law, as a "controlling shareholder" under Articles No. 97 and No. 99 of the Chilean Securities Market Law. The acquisition by Pampa of the Series B Shares, however, did not materially affect the Ponce Lerou Reporting Persons' control rights over SQM since the Series B Shares have limited voting rights (holders of Series B Shares elect one of eight members of the Board of Directors (the "Series B Director") and vote together with the Series A Shares on other matters). Although being deemed as a "controlling shareholder" for purposes of Chilean law does not provide additional control rights, it does result, under Chilean corporate law, in the "controlling shareholder" not being required to extend a mandatory public tender offer upon subsequent purchases of securities of the Company.

Pampa purchased additional Series B Shares for investment purposes on the open market on various dates ranging from November 8, 2006 to December 20, 2006, and on December 22, 2006, entered into the Kowa Shareholders Agreement, as described in Item 6 hereof, in order to maintain Mr. Ponce Lerou's position of "controlling shareholder" under Articles No. 97 and No. 99 of the Chilean Securities Market Law. For the reasons described in the preceding paragraph, these transactions did not materially affect the Reporting Persons' control rights over SQM. The Reporting Persons' combined ownership of 11.64% of the Series B Shares does not allow them to materially influence the election of the Series B Director and their increased ownership, on a combined basis, of Series A and Series B Shares from 27.33% (in the case of the Ponce Lerou Reporting Persons) to 32.30% does not materially increase their voting power with respect to other matters.

The March 20, 2007 sale of Series A Shares by SQYA on the open market and the corresponding open market purchase of Series A Shares by Pampa on that date were for investment purposes. The May 8, 2007 sale of Series A Shares by Mr. Ponce Lerou on the open market was for investment purposes.

The May 17, 2007 sale of Series A Shares by SQYA on the open market and the corresponding open market purchase of Series A Shares by Global Mining on that date were for investment purposes. The May 30, 2007 and May 31, 2007 purchases of Series A Shares by Global Mining on the open market were for investment purposes. The June 1, 2007, June 4, 2007 and July 26, 2007 sales of Series B Shares by Pampa on the open market were for investment purposes. The open market acquisitions of Series A Shares by Global Mining on July 26, 2007 and between August 1, 2007 and August 20, 2007 and the open market acquisitions of Series B Shares by Pampa from August 24, 2007 to September 4, 2007, as well as the open market sales of Series B Shares by Pampa from October 12, 2007 to October 23, 2007 were also for investment purposes.

The November 12, 2007 and November 19, 2007 open market purchases by Pampa of Series B Shares were for investment purposes. The open market sales from March 28, 2008 to April 9, 2008 of Series B Shares by Pampa were for investment purposes. The May 22, 2009 purchase of Series B Shares by Pampa was for investment purposes. The open market purchases from October 28, 2009 to December 21, 2009 of Series B Shares by Pampa were for investment purposes. The open market sales from October 14, 2009 to January 14, 2010 of Series B Shares by Pampa were for investment purposes. The open market purchases from March 22, 2010 to March 25, 2010 by Pampa of Series B Shares were for investment purposes. The March 30, 2010 open market sale by Pampa of Series B Shares was for investment purposes. The open market purchases from April 9, 2010 to May 6, 2010 by Pampa of Series B Shares and the April 20, 2010 and April 28, 2010 open market sales by Pampa of Series B Shares were for investment purposes. The open market sales from August 3, 2010 to August 6, 2010 by Pampa of Series B Shares were for investment purposes. The September 13, 2010, September 23, 2010 and September 30, 2010 open market purchases by Pampa of Series B Shares were for investment purposes. The open market purchases from October 6, 2010 to January 3, 2011 by Norte of Series B Shares were for investment purposes. The December 23, 2010 purchase by Oro of Series A Shares and corresponding sale of Series A Shares by Pampa on the same date were for investment purposes. The December 24, 2010 sale by Oro of Series A Shares and corresponding purchase of Series A Shares by Pampa on the same date were for investment purposes.

The January 5, 2011 open market purchase of Series B Shares by Pampa was for investment purposes. The January 14, 2011 purchase by Oro of Series A Shares and corresponding sale by Pampa of Series A Shares on the same date were for investment purposes. The January 17, 2011 sale by Oro of Series A Shares and corresponding purchase by Pampa of Series A Shares on the same date were for investment purposes. The January 25, 2011 and January 26, 2011 open market sale by Norte of Series B Shares were for investment purposes. The February 9, 2011 and March 4, 2011 open market purchases by Pampa of Series B Shares were for investment purposes. The March 29, 2011 purchase by Oro of Series A Shares and the corresponding sale by Global Mining of Series A Shares on the same date was for investment purposes. The October 20, 2011 purchase by Potasios of Series A Shares and the corresponding sale by Oro of Series A Shares on the same date were for investment purposes. The open market sales by Potasios of Series B Shares from January 28, 2013 to January 30, 2013 were for investment purposes. The open market sales from April 26, 2013 to May 17, 2013 by Pampa of Series B Shares were for investment purposes. The open market sales from July 9, 2013 to August 5, 2013 by Pampa of Series B Shares were for investment purposes. The December 9, 2013 and December 10, 2013 open market sales by Pampa of Series B Shares were for investment purposes.

The open market purchases from April 14, 2014 to April 25, 2014 by Pampa of Series A Shares were for investment purposes. The July 8, 2014, July 29, 2014 and September 26, 2014 open market purchases by Pampa of Series A Shares were for investment purposes. The open market purchases from March 2, 2015 to April 9, 2015 by Pampa of Series B Shares were for investment purposes. The March 20, 2015 open market sale of Series B Shares by Pampa was for investment purposes. The open market purchases from July 7, 2015 to August 11, 2015 by Pampa of Series A Shares were for investment purposes. The open market purchases from September 1, 2015 to October 15, 2015 by Pampa of Series A Shares were for investment purposes. The December 29, 2015 open market purchase by Pampa of Series A Shares was for investment purposes. The open market purchases from January 12, 2016 to January 14, 2016 by Pampa of Series A Shares were for investment purposes. The open market purchases from February 2, 2016 to February 5, 2016 by Pampa of Series A Shares were for investment purposes. The open market purchases from March 7, 2016 to April 8, 2016 by Pampa of Series A Shares were for investment purposes. The April 27, 2016, May 23, 2016 and June 1, 2016 open market purchases by Pampa of Series A Shares were for investment purposes.

The August 4, 1987 and April 6, 1999 open market purchases by Kochi were for investment purposes. The open market purchases from June 10, 1994 to May 17, 1998 by Inversiones La Esperanza (Chile) were for investment purposes. The April 7, 1999 open market purchase by La Esperanza Delaware was for investment purposes. The open market purchase on August 22, 2000 by Kowa was for investment purposes. The November 26, 2008, June 3, 2009 and November 3, 2014 open market purchases by Inversiones La Esperanza (Chile) were for investment purposes. The March 12, 2010 open market purchase by La Esperanza Delaware was for investment purposes. The May 16, 2012 and August 8, 2013 open market purchases by Kochi were for investment purposes. The June 18, 2015 open market purchase by Inversiones La Esperanza (Chile) was for investment purposes

Each of the Reporting Persons intends to review its investment in SQM on a regular basis and, as a result thereof, may at any time or from time to time determine, either alone or as part of a group, (a) to acquire additional securities of SQM, through open market purchases, privately negotiated transactions or otherwise, (b) to dispose of all or a portion of the securities of SQM owned by it in the open market, in privately negotiated transactions, in one or more registered public offerings or otherwise, or (c) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in the next paragraph of this Item 4. Notwithstanding anything contained herein, each of the Reporting Persons specifically reserves the right to change its intention with respect to any or all of such matters. In reaching any decision as to its course of action (as well as to the specific elements thereof), each of the Reporting Persons currently expects that it would take into consideration a variety of factors, including, but not limited to, the following: SQM's business and prospects; other developments concerning SQM and its businesses generally; other business opportunities available to the Reporting Persons; changes in law and government regulations; general economic conditions; and financial and stock market conditions, including the market price of the Series A and Series B Shares.

Except as set forth in this Item 4, the Reporting Persons have no present plans or proposals that relate to, or that would result in, any of the actions specified in clauses (a) through (j) of Schedule 13D of the Act.

Item 5. Interest in Securities of the Issuer

Series A Shares

(a)

Ponce Lerou Reporting Persons

Global Mining directly and beneficially owns 8,798,539 Series A Shares, which represent 6.16% of Series A Shares. Global Mining Agencia, by virtue of its ownership and control of Global Mining, is deemed to beneficially own the 8,798,539 Series A Shares owned by Global Mining. Global Mining Inc., by virtue of its ownership and control of Global Mining Agencia, is deemed to beneficially own the 8,798,539 Series A Shares owned by Global Mining. Calichera Caiman, by virtue of its ownership and control of Global Mining Inc., is deemed to beneficially own the 8,798,539 Series A Shares owned by Global Mining.

Pampa directly owns 44,894,152 Series A Shares and, by virtue of its ownership and control of Calichera Caiman, is deemed to beneficially own the 8,798,539 Series A Shares owned by Global Mining. Pampa's aggregate beneficial ownership of 53,692,691 Series A Shares represents 37.59% of Series A Shares. By virtue of its ownership and control of Pampa, Oro beneficially owns the 53,692,691 Series A Shares or 37.59% of Series A Shares, beneficially owned by Pampa.

Potasios directly and beneficially owns 18,179,147 Series A Shares, which represent 12.73% of Series A Shares. Nitratos, by virtue of its ownership and control of Potasios, is deemed to beneficially own the 18,179,147 Series A Shares owned by Potasios.

Norte, by virtue of its ownership and control of Oro and Nitratos, beneficially own the 53,692,691 Series A Shares or 37.59% of Series A Shares, beneficially owned by Pampa and the 18,179,147 Series A Shares or 12.73% of Series A Shares, beneficially owned by Potasios, for an aggregate beneficial ownership of 71,871,838 Series A Shares or 50.32% of Series A Shares.

SQYA by virtue of its ownership and control of Norte, is deemed to beneficially own the 71,871,838 Series A Shares beneficially owned by Norte. SQYA's aggregate beneficial ownership of 71,871,838 Series A Shares represents 50.32% of Series A Shares. Each of SQ, SQ Grand, Pacific Atlantic Holding and Pacific Trust, by virtue of their direct or indirect ownership and control of SQYA, is deemed to beneficially own the 71,871,838 Series A Shares or 50.32% of Series A Shares beneficially owned by SQYA.

Mr. Ponce Lerou, by virtue of his ownership and control of Pacific Trust, is deemed to beneficially own the 71,871,838 Series A Shares beneficially owned by Pacific Trust. Mr. Ponce Lerou's aggregate beneficial ownership of 71,871,838 Series A Shares represents 50.32% of Series A Shares.

By virtue of the Kowa Shareholders Agreement, the Reporting Persons may be deemed to constitute a group within the meaning of Section 13(d) of the Act. However, each of the Ponce Lerou Reporting Persons described above disclaim beneficial ownership of the 5,457,634 Series A Shares beneficially owned by the Grupo Miwa Reporting Persons.

Grupo Miwa Reporting Persons

Inversiones La Esperanza (Chile) directly and beneficially owns 3,711,598 Series A Shares, which represents 2.60% of the Series A Shares. La Esperanza Delaware directly owns 227,550 Series A Shares and by virtue of its ownership and control of Inversiones La Esperanza (Chile), is deemed to beneficially own the 3,939,148 Series A Shares owned by Inversiones La Esperanza (Chile). La Esperanza Delaware's aggregate beneficial ownership of 3,939,148 Series A Shares represents 2.76% of the Series A Shares.

Kowa directly owns 781,429 Series A Shares and by virtue of its ownership and control of La Esperanza Delaware, is deemed to beneficially own the 3,939,148 Series A Shares beneficially owned by La Esperanza Delaware.

Kochi directly and beneficially owns 737,057 Series A Shares. Kowa by virtue of its ownership and control of Kochi is deemed to beneficially own the 737,057 Series A Shares beneficially owned by Kochi. Kowa's aggregate beneficial ownership of 5,457,634 Series A Shares represents 3.82% of the Series A Shares.

Mr. Yoshihiro Miwa, by virtue of his direct ownership and control of Kowa, is deemed to beneficially own the 5,457,634 Series A Shares beneficially owned by Kowa, which represents 3.82% of the Series A Shares.

Each of the Grupo Miwa Reporting Persons described above disclaims beneficial ownership of the 71,871,838 Series A Shares beneficially owned by the Ponce Lerou Reporting Persons.

(b)

Ponce Lerou Reporting Persons

Global Mining has the shared power to vote or direct the vote, or dispose or direct the disposition of 8,798,539 Series A Shares. Potasios and Nitratos have the shared power to vote or direct the vote, or dispose or direct the disposition of 18,179,147 Series A Shares. Pampa and Oro have the shared power to vote or direct the vote, or dispose or direct the disposition of 53,692,691 Series A Shares. Norte, SQYA, SQ, SQ Grand, Pacific Atlantic Holding, Pacific Trust and Mr. Ponce Lerou have the shared power to vote or direct the vote, or dispose or direct the disposition of 71,871,838 Series A Shares.

None of the Ponce Lerou Reporting Persons has the sole power to vote or direct the vote, or to dispose or direct the disposition of their respective Series A Shares.

Grupo Miwa Reporting Persons

Inversiones La Esperanza (Chile) has the shared power to vote or direct the vote, or dispose or direct the disposition of 3,711,598 Series A Shares. La Esperanza Delaware has the shared power to vote or direct the vote, or dispose or direct the disposition of 3,939,148 Series A Shares. Kochi has the shared power to vote or direct the vote, or dispose or direct the disposition of 737,057 of the Series A Shares. Kowa and Mr. Yoshihiro Miwa have the shared power to vote or direct the vote, or dispose or direct the disposition of 5,457,634 Series A Shares.

None of the Grupo Miwa Reporting Persons has the sole power to vote or direct the vote, or to dispose or direct the disposition of their respective Series A Shares.

(c)

Except as set forth in Item 3 above, none of the Reporting Persons has effected any transaction in the Series A Shares in the last 60 days.

(d)

To the best knowledge of the Reporting Persons, except as set forth in Item 6 below, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Series A Shares beneficially owned by the Reporting Persons.

(e)

Not applicable.

Series B Shares

Ponce Lerou Reporting Persons

(a)

Pampa's direct ownership of 7,007,688 Series B Shares represents 5.82% of Series B Shares. By virtue of their ownership and control of Pampa, each of Oro and Norte may be deemed to beneficially own the 7,007,688 Series B Shares or 5.82% of Series B Shares beneficially owned by Pampa.

By virtue of SQYA's ownership and control of Norte, it is deemed to beneficially own the 7,007,688 Series B Shares beneficially owned by Norte. SQYA's aggregate beneficial ownership of 7,007,688 Series B Shares represents 5.82% of the Series B Shares. Each of SQ, SQ Grand, Pacific Atlantic Holding and Pacific Trust, by virtue of their direct or indirect ownership and control of SQYA, is deemed to beneficially own the 7,007,688 Series B Shares or 5.82% of Series B Shares beneficially owned by SQYA.

By virtue of Mr. Ponce Lerou's ownership and control of Pacific Trust, he is deemed to beneficially own the 7,007,688 Series B Shares beneficially owned by Pacific Trust.

By virtue of the Kowa Shareholders Agreement the Reporting Persons may be deemed to constitute a group within the meaning of Section 13(d) of the Act. However, each of Pampa, Oro, Potasios, Nitratos, Norte, SQYA, SQ, SQ Grand, Pacific Atlantic Holding, Pacific Trust and Mr. Ponce Lerou, disclaim beneficial ownership of the 96,500 Series B Shares beneficially owned by Kowa.

Grupo Miwa Reporting Persons

Kochi directly and beneficially owns 50,000 Series B Shares, which represents less than 1% of the Series B Shares. Kowa, by virtue of its ownership and control of Kochi, is deemed to beneficially own the 50,000 Series B Shares beneficially owned by Kochi.

Inversiones La Esperanza (Chile) directly and beneficially owns 46,500 Series B Shares, which represents less than 1% of the Series B Shares. La Esperanza Delaware, by virtue of its ownership and control of Inversiones La Esperanza (Chile), is deemed to beneficially own the 46,500 Series B Shares beneficially owned by Inversiones La Esperanza (Chile). Kowa, by virtue of its ownership and control of La Esperanza Delaware, is deemed to beneficially own the 46,500 Series B Shares beneficially owned by La Esperanza Delaware.

Mr. Yoshihiro Miwa, by virtue of his direct ownership and control of Kowa, may be deemed to beneficially own the 96,500 Series B Shares beneficially owned by Kowa.

Each of Kowa and Mr. Yoshihiro Miwa disclaim beneficial ownership of the 7,007,688 Series B Shares beneficially owned by Pampa.

(b)

Ponce Lerou Reporting Persons

Pampa, Oro, Norte, SQYA, SQ, SQ Grand, Pacific Atlantic Holding, Pacific Trust and Mr. Ponce Lerou have the shared power to vote or direct the vote, or dispose or direct the disposition of 7,007,688 Series B Shares.

None of the Ponce Lerou Reporting Persons has the sole power to vote or direct the vote, or to dispose or direct the disposition of their respective Series B Shares.

Grupo Miwa Reporting Persons

Kochi, Kowa and Mr. Yoshihiro Miwa have the shared power to vote or direct the vote, or dispose or direct the disposition of 96,500 Series B Shares.

None of the Grupo Miwa Reporting Persons has the sole power to vote or direct the vote, or to dispose or direct the disposition of their respective Series B Shares.

(c)

Except as set forth in Item 3 above, none of the Reporting Persons has effected any transaction in the Series B Shares in the last 60 days.

(d)

To the best knowledge of the Reporting Persons, except as set forth in Item 6 below, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Series B Shares beneficially owned by the Reporting Persons.

(e)

Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationship with Respect to Securities of the Issuer

(a) Shareholders Agreements

In order to set the terms and conditions governing their joint ownership of SQYA, Inversiones SQ Holding S.A. ("SQ Holding") (predecessor entity of SQ) and Norsk Hydro Holland B.V. ("Norsk") entered into the Shareholders Agreement of Inversiones SQNH S.A. (predecessor entity of SQYA) dated April 18, 2002 (the "Yara Shareholders Agreement"). Pursuant to the Yara Shareholders Agreement, SQ Holding and Norsk agree that Norsk, as the then-owner of 49% of the share capital of SQYA, had the right to designate at least one person to be elected to the boards of directors of Norte, Oro, Pampa and SQM.

SQ Holding and Norsk further agreed that any of their votes remaining after electing a person designated by Norsk to the boards of Norte, Oro, Pampa and SQM would be used to elect three directors designated by SQ Holding to the boards of Norte, Oro and Pampa and two directors designated by SQ Holding to the board of SQM. Under the Yara Shareholders Agreement, SQ Holding and Norsk further agreed that the president of SQM would always be designated by SQ Holding.

On September 15, 2004, Yara acquired Norsk's interest in SQYA and assumed all of Norsk's rights and obligations under the Yara Shareholders Agreement. On November 9, 2005, the shareholders of SQ Holding resolved to split SQ Holding into two companies, SQ Holding (surviving entity) and SQ (newly formed entity). SQ Holding's 51% stake in SQYA was transferred to SQ.

On April 21, 2008, SQ and SQH S.A., both controlled by Mr. Julio Ponce Lerou, acquired from Yara Netherland B.V. the 49% shares of SQYA owned by Yara. Accordingly, Mr. Julio Ponce Lerou obtained indirect controlling interest of 100% of the shares of SQYA. As a result, as of April 21, 2008 the Yara Shareholders Agreement has been terminated and Yara is no longer a related company of SQM.

On December 21, 2006, Pampa and Kowa entered into a shareholders agreement (the "Kowa Shareholders Agreement") which provides, among other things, that each party will vote its shares in SQM together on significant matters. In addition, under the Kowa Shareholders Agreement Pampa granted Kowa tag-along rights with respect to certain sales of its SQM shares. The Kowa Shareholders Agreement was amended on April 3, 2008 to allow each of Pampa and Kowa to be able to vote their respective shares in their discretion in connection with the election of the members of the board of directors of SQM (the "First Amendment to the Kowa Shareholders Agreement"). A copy of the First Amendment to the Kowa Shareholders Agreement is attached as Exhibit 4 hereto and incorporated herein by reference. On March 17, 2009, Pampa and Kowa informed the SVS that they had agreed to disregard the provisions contained in the last two sentences of the final paragraph of clause 2.03 of the Kowa Shareholders Agreement.

On April 17, 2017, Pampa, Potasios and Global Mining (the "Cascadas Shareholders"), Kowa, La Esperanza (Chile), Kochi and La Esperanza Delaware (the "Kowa Shareholders"), and Inversiones el Bolso Limitada, Inversiones RAC Chile Limitada and Inversiones PCS Chile Limitada (the "PCS Shareholders"), signed a letter agreement (the "Letter Agreement") with respect to certain corporate governance matters of SQM. Pursuant to the Letter Agreement, in the event that any member of the Board of Directors of SQM (the "Board") elected by the Class A shareholders ceases to serve as such for any reason each of the parties will take all actions available to it to cause the Board to elect his or her successor (or any future successor that is nominated by another Board member) in accordance with the recommendation of the same party that elected the Board member that ceased to be a member. In addition, in the event that the member of the Board elected by the Class B shareholders ceases to serve as such for any reason, (a) none of the Cascadas Shareholders nor the Kowa Shareholders will vote any SQM shares or take any other action that affects the election of his successor or any future successor (the "Class B Successor") and (b) each of the Cascadas Shareholders and the Kowa Shareholders will take all actions available to it to ensure that the Board does not approve any Class B Successor whose election was not approved by majority vote of the Class B shares (excluding any shares beneficially owned by any Cascadas Shareholders or Kowa Shareholders or as to which any Cascadas Shareholders or Kowa Shareholders has a proxy or exercises any voting control) or by the PCS Shareholders, as the case may be. In addition, for the term of the Board elected at the 2017 annual shareholders meeting, the Cascadas Shareholders, the Kowa Shareholders and the PCS Shareholders agreed that they will take all action available to them so that (1) no matter is approved by the Board unless it is affirmatively approved by at least five of the eight members of the Board and (2) the Chairman of the Board does not exercise a casting vote under the by-laws if there is a tie. The parties also agreed to support a dividend policy as set forth in Exhibit A to the Letter Agreement, which is attached as Exhibit 8 hereto and incorporated herein by reference.

(b) Pledge Agreement relating to the Senior Notes

On February 14, 2007, Pampa entered into a Share Pledge Agreement under Chilean law with Deutsche Bank Trust Company Americas (the "Trustee") in connection with the issuance of the Senior Notes (as amended, the "Pledge Agreement"). Pursuant to the Pledge Agreement, Pampa pledged to the Trustee, acting on behalf of the holders of the Senior Notes, a certain number of Series A Shares and Series B Shares to be held as collateral for the Senior Notes (the "Pledged Shares").

The Pledge Agreement grants the Trustee a first priority lien on such Pledged Shares. The Pledge Agreement contains a provision whereby the total amount of Pledged Shares is adjusted depending upon the fluctuations of the “Notes Collateralization Ratio.” The Notes Collateralization Ratio is a fraction: the numerator is the Fair Market Value (as defined in the Indenture) of the Pledged Shares on the Chilean Stock Exchange and the denominator is the total principal amount of the Senior Notes outstanding. As of the date of this Statement, the aggregate amount of Series A Shares pledged by Pampa under the Pledge Agreement is 22,199,950 and there are no Series B Shares pledged under the Pledge Agreement.

On December 4, 2008, Pampa entered into the First Supplemental Indenture and amended the Pledge Agreement in order to (i) increase the Fair Market Value of Series A or Series B shares of SQM required to be pledged to the Trustee from 2.0 times to 3.0 times of the total principal amount of Senior Notes outstanding, and (ii) change the ratios at which Series A or Series B shares were required to be pledged to the Trustee or may be released according to changes in Fair Market Value. A copy of the First Supplemental Indenture is attached as Exhibit 6 hereto and incorporated herein by reference.

On August 22, 2012, Pampa entered into the Second Supplemental Indenture and amended the Pledge Agreement in order to revise the mechanism for triggering the obligation of Pampa to pledge additional SQM shares to maintain a collateralization ratio of at least 3.0 (the “Minimum Collateralization Ratio”) if the Notes Collateralization Ratio remains below the Minimum Collateralization Ratio during a predefined period of time, as follows: (i) if the Notes Collateralization Ratio remains below the Minimum Collateralization Ratio of 3.0 but above the Notes Collateralization Ratio of 2.7 for a period of 60 consecutive days, Pampa will be required to pledge additional SQM Shares up to the Minimum Collateralization Ratio of 3.0 within 10 business days after becoming aware of such event, and (ii) if at any point in time the Notes Collateralization Ratio falls below 2.7, Pampa will be required to pledge additional SQM shares up to the Minimum Collateralization Ratio of 3.0 within 3 business days after becoming aware of such event. In addition, the Second Supplemental Indenture provides that Pampa must own and maintain, at all times, sufficient Series A or Series B Shares with a Fair Market Value of not less than US\$100 million, free and clear of any Lien (as defined in the Indenture) and reserved for Pampa to pledge to the Trustee pursuant to the Share Pledge Agreement. A copy of the Second Supplemental Indenture is attached as Exhibit 7 hereto and incorporated herein by reference.

(c) Scotiabank Credit Agreements

On December 5, 2011, Potasios entered into a credit agreement with Scotiabank & Trust (Cayman) Ltd. as lender (as amended, the “Potasios-Scotiabank Credit Agreement”). Scotiabank & Trust (Cayman) Ltd. subsequently assigned all of its rights and obligations (including all collateral) to Scotiabank Chile. Under the Potasios-Scotiabank Credit Agreement, which is governed by Chilean law, Potasios granted first priority perfected security interests (pledges) over Series A Shares to secure amounts up to US\$90 million borrowed by Potasios, plus interest, expenses and other charges. Pursuant to the Potasios-Scotiabank Credit Agreement, Potasios must maintain sufficient Series A Shares pledged to Scotiabank Chile such that during the term of the Potasios-Scotiabank Credit Agreement the collateralization ratio remains between 175% and 225%, as calculated in accordance with the formula annexed to the Potasios-Scotiabank Credit Agreement. If at any time the collateralization ratio is less than 175% for more than five trading days on which the pledged shares are effectively traded, Potasios will be required to either (i) prepay amounts under the Potasios-Scotiabank Credit Agreement, (ii) pledge additional Series A Shares, or (iii) pledge certain other certificates of deposit as collateral, in each case so that the collateralization ratio is restored to 200%. If at any time the collateralization ratio is more than 225% for five consecutive trading days on which the pledged shares are effectively traded, Scotiabank Chile must release an amount of Series A Shares from the lien so that the collateralization ratio is restored to 200%. As of the date of this Statement, the aggregate amount of Series A Shares pledged by Potasios under the Potasios-Scotiabank Credit Agreement is 7,849,147, of which 2,179,147 Series A Shares are in the process of being released by Scotiabank Chile.

On December 19, 2012, Pampa entered into a credit agreement with Scotiabank & Trust (Cayman) Ltd. as lender (as amended, the “Pampa-Scotiabank Credit Agreement”). Scotiabank & Trust (Cayman) Ltd. subsequently assigned all of its rights and obligations (including all collateral) to Scotiabank Chile. Under the Pampa-Scotiabank Credit Agreement, which is governed by Chilean law, Pampa and Global Mining granted first priority perfected security interests (pledges) over Series A Shares to secure amounts up to US\$135 million borrowed by Pampa, plus interest, expenses and other charges. Pursuant to the Pampa-Scotiabank Credit Agreement, Pampa must maintain sufficient Series A Shares pledged to Scotiabank Chile such that during the term of the Pampa-Scotiabank Credit Agreement the collateralization ratio remains between 175% and 225%, as calculated in accordance with the formula annexed to the Pampa-Scotiabank Credit Agreement.

If at any time the collateralization ratio is less than 175% for more than five trading days on which the pledged shares are effectively traded, Pampa will be required to either (i) prepay amounts under the Pampa-Scotiabank Credit Agreement, (ii) pledge (or cause Global Mining to pledge) additional Series A Shares, or (iii) pledge certain other certificates of deposit as collateral, in each case so that the collateralization ratio is restored to 200%. If at any time the collateralization ratio is more than 225% for five consecutive trading days on which the pledged shares are effectively traded, Scotiabank Chile must release an amount of Series A Shares from the lien so that the collateralization ratio is restored to 200%. As of the date of this Statement, the aggregate amount of Series A shares pledged by Pampa and Global Mining under the Pampa-Scotiabank Credit Agreement is 11,198,539, of which 2,400,000 Series A Shares are in the process of being released by Scotiabank Chile.

(d) Itau Corpbanca Credit Agreements

On April 30, 2013, Potasios entered into a credit facility agreement with Corpbanca (now Itau Corpbanca) as lender (as amended, the “Potasios-Itau Corpbanca Credit Facility Agreement”). Under the Potasios-Itau Corpbanca Credit Facility Agreement, which is governed by Chilean law, Potasios granted first priority perfected security interests (pledges) over Series A Shares to secure amounts up to US\$96 million borrowed by Potasios, plus interest, expenses and other charges. Pursuant to the Potasios-Itau Corpbanca Credit Facility Agreement, Potasios must maintain sufficient Series A Shares pledged to Itau Corpbanca such that during the term of the Potasios-Itau Corpbanca Credit Facility Agreement the collateralization ratio remains between 130% and 150%, as calculated in accordance with the formula annexed to the Potasios-Itau Corpbanca Credit Facility Agreement. If at any time the collateralization ratio is less than 150% during a predefined period, Potasios will be required to either (i) prepay amounts under the Potasios-Itau Corpbanca Credit Facility Agreement or (ii) pledge additional Series A Shares, in each case so that the collateralization ratio is restored to 150%. If at any time the collateralization ratio is more than 170% for a predefined period, Itau Corpbanca must release an amount of Series A Shares from the lien so that the collateralization ratio is restored to 150%. As of the date of this Statement, the aggregate amount of Series A shares pledged by Potasios under the Potasios-Itau Corpbanca Credit Facility Agreement is 5,600,000, of which 1,250,000 Series A Shares are in the process of being released by Itau Corpbanca.

On September 9, 2015, Pampa entered into a credit facility agreement with Corpbanca (now Itau Corpbanca) as lender (as amended, the “First Pampa-Itau Corpbanca Credit Facility Agreement”). Under the First Pampa-Itau Corpbanca Credit Facility Agreement, which is governed by Chilean law, Pampa granted first priority perfected security interests (pledges) over Series B Shares to secure amounts up to US\$20 million borrowed by Pampa, plus amounts due under the Second Pampa-Itau Corpbanca Credit Facility Agreement (as defined below), interest, expenses and other charges. Pursuant to the First Pampa-Itau Corpbanca Credit Facility Agreement, Pampa must maintain sufficient Series B Shares pledged to Itau Corpbanca such that during the term of the First Pampa-Itau Corpbanca Credit Facility Agreement the collateralization ratio remains between 130% and 140%, as calculated in accordance with the formula annexed to the First Pampa-Itau Corpbanca Credit Facility Agreement. If at any time the collateralization ratio is less than 130% during a predefined period, Pampa will be required to either (i) prepay amounts under the First Pampa-Itau Corpbanca Credit Facility Agreement, (ii) pledge (or cause Global Mining to pledge) additional Series B Shares, or (iii) pledge certain other certificates of deposit as collateral, in each case such that the collateralization ratio is restored to 140%. If at any time the collateralization ratio is more than 170% for a predefined period, Itau Corpbanca must release an amount of Series B Shares from the lien so that the collateralization ratio is restored to 140%. As of the date of this Statement, the aggregate amount of Series B shares pledged by Pampa under the First Pampa-Itau Corpbanca Credit Facility Agreement is 1,195,414, of which 300,000 Series B Shares are in the process of being released by Itau Corpbanca.

On the same date, Pampa entered into another credit facility agreement with Corpbanca (now Itau Corpbanca) as lender (as amended, the “Second Pampa-Itau Corpbanca Credit Facility Agreement”). Under the Second Pampa-Itau Corpbanca Credit Facility Agreement, which is governed by Chilean law, Pampa granted first priority perfected security interests (pledges) over Series A Shares to secure amounts up to US\$50 million borrowed by Pampa, plus amounts due under the First Pampa-Itau Corpbanca Credit Facility Agreement, interest, expenses and other charges.

Pursuant to the Second Pampa-Itau Corpbanca Credit Facility Agreement, Pampa shall maintain sufficient Series A Shares pledged to Itau Corpbanca such that during the term of the Second Pampa-Itau Corpbanca Credit Facility Agreement the collateralization ratio remains between 170% and 200%, as calculated in accordance with the formula annexed to the Second Pampa-Itau Corpbanca Credit Facility Agreement. If at any time the collateralization ratio is less than 170% during a predefined period, Pampa will be required to either (i) prepay amounts under the Second Pampa-Itau Corpbanca Credit Facility Agreement, (ii) pledge (or cause Global Mining to pledge) additional Series A Shares, or (iii) pledge certain other certificates of deposit as collateral, in each case so that the collateralization ratio is restored to 200%. If at any time the collateralization ratio is more than 230% for a predefined period, Itau Corpbanca must release an amount of Series A Shares from the lien so that the collateralization ratio is restored to 200%. As of the date of this Statement, the aggregate amount of Series A shares pledged by Pampa under the Second Pampa-Itau Corpbanca Credit Facility Agreement is 3,774,679, of which 700,000 Series A Shares are in the process of being released by Itau Corpbanca.

(e) Santander Pledge Agreement

On January 21, 2016, Potasios and Banco Santander Chile entered into a pledge agreement (the “Potasios-Santander Pledge Agreement”). Under the Potasios-Santander Pledge Agreement, which is governed by Chilean law, Potasios granted a first priority perfected security interest (pledge) over 1,202,147 Series A Shares to secure amounts borrowed by Potasios under a promissory note in favor of Banco Santander Chile for an aggregate amount of US\$15 million (the “Potasios-Santander Promissory Note”). Pursuant to the Potasios-Santander Pledge Agreement, Potasios must maintain a collateralization ratio between 1.5 and 2.0, as calculated in accordance with the description therein. If at any time the collateralization ratio is less than 1.5 during a predefined period, Banco Santander Chile may accelerate the amounts due under the Potasios-Santander Promissory Note, unless Potasios (i) prepays amounts under the Potasios-Santander Promissory Note, (ii) pledges additional Series A Shares, or (iii) pledges certain other certificates of deposit as collateral, in each case so that the collateralization ratio is restored to 2.0. If at any time the collateralization ratio is more than 2.5 for a predefined period, Banco Santander Chile must release an amount of Series A Shares from the lien so that the collateralization ratio is restored to 2.0. As of the date of this Statement, the aggregate amount of Series A Shares pledged by Potasios under the Potasios-Santander Pledge Agreement is 1,202,147, of which 260,000 Series A Shares are in the process of being released by Banco Santander Chile.

(f) BCI Pledge Agreement

On January 21, 2017, Pampa entered into a pledge agreement with Banco de Crédito e Inversiones in connection with the Senior Notes (the “Pampa-BCI Pledge Agreement”). Under the Pampa-BCI Pledge Agreement which is governed by Chilean law, Pampa granted a first priority perfected security interest (pledge) over 1,300,000 Series A Shares to secure amounts owed by Pampa to Banco de Crédito e Inversiones under an agreement entered into between the parties for opening a stand-by letter of credit with Banco de Crédito e Inversiones, which Pampa opened to fund the interest reserve account in accordance with the Indenture under the Senior Notes. Pursuant to the Pampa-BCI Pledge Agreement, Pampa must maintain a collateralization ratio between 1.8 and 2.2, as calculated in accordance with the description therein. If at any time the collateralization ratio is less than 1.8 during a predefined period, Pampa must pledge additional Series A Shares so that the collateralization ratio is restored to 2.0. If at any time the collateralization ratio is more than 2.2 for a predefined period, Banco de Crédito e Inversiones must release an amount of Series A Shares from the lien such that the collateralization ratio is restored to 2.0. As of the date of this Statement, the aggregate amount of Series A Shares pledged by Pampa under the Pampa-BCI Pledge Agreement is 1,300,000.

Item 7. Materials to Be Filed as Exhibits

| Exhibit | Description |
|---------|---|
| 1. | Joint Filing Agreement, dated as of June 5, 2017, by and among Inversiones Global Mining (Chile) Limitada, Global Mining Investment Inc., Agencia en Chile, Global Mining Investment Inc., Calichera Caiman, Inc., Sociedad de Inversiones Pampa Calichera S.A., Sociedad de Inversiones Oro Blanco S.A., Potasios de Chile S.A., Nitratos de Chile S.A., Norte Grande S.A., Inversiones SQYA Limitada, SQ Limitada, S.Q. Grand Corp., Pacific Atlantic International Holding Corporation, The Pacific Trust, Mr. Julio Ponce Lerou, Inversiones La Esperanza (Chile) Ltda., La Esperanza Delaware Corporation, Kochi S.A., Kowa Company Ltd. and Mr. Yoshihiro Miwa. |
| 2. | Yara Shareholders Agreement of Inversiones SQNH dated April 18, 2002 among Inversiones SQ Holding S.A. and Norsk Hydro Holland B.V. (filed as Exhibit 2 to the Ponce Lerou Reporting Persons' Schedule 13D filed on February 15, 2005). |
| 3. | Kowa Shareholders Agreement, dated December 22, 2006 between Sociedad de Inversiones Pampa Calichera S.A. and Kowa Company Ltd. (filed as Exhibit 1 to the Ponce Lerou Reporting Persons' Schedule 13D filed on February 2, 2007). |
| 4. | First Amendment to the Kowa Shareholders Agreement, dated April 3, 2008 between Sociedad de Inversiones Pampa Calichera S.A. and Kowa Company Ltd. |
| 5. | Indenture, 7.75% Senior Secured Notes due 2022, dated as of February 14, 2007, among Sociedad de Inversiones Pampa Calichera S.A., Deutsche Bank Trust Company Americas as Trustee and Deutsche Bank Luxembourg S.A., as Luxembourg Paying Agent and Listing Agent (filed as Exhibit 4 to the Schedule 13D filed jointly by the Ponce Lerou Reporting Persons and the Grupo Miwa Reporting Persons on September 7, 2007). |
| 6. | First Supplemental Indenture dated as of December 4, 2008, by and among Sociedad de Inversiones Pampa Calichera S.A., Deutsche Bank Trust Company Americans, as trustee and Deutsche Bank Luxembourg S.A., as Luxembourg Paying Agent and Listing Agent, under the Indenture dated February 14, 2007. |
| 7. | Second Supplemental Indenture dated as of August 22, 2012, by and among Sociedad de Inversiones Pampa Calichera S.A., Deutsche Bank Trust Company Americans, as trustee and Deutsche Bank Luxembourg S.A., as Luxembourg Paying Agent and Listing Agent, under the Indenture dated February 14, 2007 |
| 8. | Letter Agreement, dated as of April 17, 2017, by and among Inversiones El Boldo Limitada, Inversiones RAC Chile Limitada, Inversiones PCS Chile Limitada, Sociedad de Inversiones Pampa Calichera S.A., Potasios de Chile S.A., Inversiones Global Mining Chile Limitada, Kowa Company Ltd., Inversiones La Esperanza (Chile) Limitada, Kochi S.A. and La Esperanza Delaware Corporation. |

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certifies that the information set forth in this Amendment No. 5 is true, complete and correct.

Dated: June 5, 2017

Inversiones Global Mining (Chile) Limitada

By: /s/ Ricardo Moreno Moreno
Name: Ricardo Moreno Moreno
Title: CEO

Global Mining Investment Inc.

By: /s/ Aldo Motta Camp
Name: Aldo Motta Camp
Title: Officer

Sociedad de Inversiones Pampa Calichera S.A.

By: /s/ Ricardo Moreno Moreno
Name: Ricardo Moreno Moreno
Title: CEO

Potasios de Chile S.A.

By: /s/ Ricardo Moreno Moreno
Name: Ricardo Moreno Moreno
Title: CEO

Norte Grande S.A.

By: /s/ Ricardo Moreno Moreno
Name: Ricardo Moreno Moreno
Title: CEO

Inversiones SQ Limitada

By: /s/ Aldo Motta Camp
Name: Aldo Motta Camp
Title: Officer

Pacific Atlantic International Holding Corporation

By: /s/ Felipe García Huidobro M.
Name: Felipe García Huidobro M.
Title: Officer

Mr. Julio Ponce Lerou

By: /s/ Julio Ponce Lerou
Name: Julio Ponce Lerou
Title:

Global Mining Investment Inc., Agencia en Chile

By: /s/ Aldo Motta Camp
Name: Aldo Motta Camp
Title: Officer

Calichera Caiman, Inc.

By: /s/ Patricio Phillips Sáenz
Name: Patricio Phillips Sáenz
Title: Officer

Sociedad de Inversiones Oro Blanco S.A.

By: /s/ Ricardo Moreno Moreno
Name: Ricardo Moreno Moreno
Title: CEO

Nitratos de Chile S.A.

By: /s/ Ricardo Moreno Moreno
Name: Ricardo Moreno Moreno
Title: CEO

Inversiones SQYA Limitada

By: /s/ Aldo Motta Camp
Name: Aldo Motta Camp
Title: Officer

S.Q. Grand Corp.

By: /s/ Felipe García Huidobro M.
Name: Felipe García Huidobro M.
Title: Officer

The Pacific Trust

By: /s/ Luis López
Name: Luis López on behalf of Alfaro, Ferrer & Ramirez,
Title: Trustee of the Pacific Trust

Inversiones La Esperanza (Chile) Ltda.

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: General Manager

La Esperanza Delaware Corporation

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: Attorney-in-Fact

Kochi S.A.

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: General Manager

Kowa Company Ltd.

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: Attorney-in-Fact

Yoshihiro Miwa

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: Attorney-in-Fact

SCHEDULE A

ADDITIONAL INFORMATION CONCERNING GLOBAL MINING

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--|--|---|--------------------|
| Mr. Ricardo Moreno Moreno (Officer) | El Trovador 4285, 11 th Floor, Las Condes Santiago, Chile | Chief Executive Officer - Sociedad de Inversiones Pampa Calichera S.A., Sociedad de Inversiones Oro Blanco S.A., Potasios de Chile S.A., Nitratos de Chile S.A. and Norte Grande S.A. | Chile |

SCHEDULE B

ADDITIONAL INFORMATION CONCERNING GLOBAL MINING AGENCIA

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--|---|--|--------------------|
| Mr. Aldo César Motta Camp (Officer) | Campos de Deportes 780, Ñuñoa, Santiago, Chile | Attorney-in-Fact | Chile |

SCHEDULE C

ADDITIONAL INFORMATION CONCERNING GLOBAL MINING INC.

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--|--|--|--------------------|
| Mr. Aldo César Motta Camp (Officer) | Campos de Deportes 780, Ñuñoa, Santiago, Chile | Attorney-in-Fact | Chile |
| Arlix Santamaria (Director) | Dúplex No. 6, Obarrio, calle 61, Panama City, Panama | Attorney-in-Fact | Panama |
| Karen Saldaña (Director) | Dúplex No. 6, Obarrio, calle 61, Panama City, Panama | Attorney-in-Fact | Panama |
| Erika Osés (Director) | Dúplex No. 6, Obarrio, calle 61, Panama City, Panama | Attorney-in-Fact | Panama |

SCHEDULE D

ADDITIONAL INFORMATION CONCERNING CALICHERA CAIMAN

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--------------------------------------|--|--|--------------------|
| Patricio Phillips Sáenz (Officer) | Onofre Jarpa 269, La Reina, Santiago, Chile | Entrepreneur and Attorney-in-Fact | Chile |
| Arlis Santamaria (Director) | Dúplex No. 6, Obarrio, calle 61, Panama City, Panama | Attorney-in-Fact | Panama |
| Karen Saldaña (Director) | Dúplex No. 6, Obarrio, calle 61, Panama City, Panama | Attorney-in-Fact | Panama |
| Erika Oses (Director) | Dúplex No. 6, Obarrio, calle 61, Panama City, Panama | Attorney-in-Fact | Panama |

SCHEDULE E

ADDITIONAL INFORMATION CONCERNING PAMPA

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|---|---|---|--------------------|
| Mr. Rafael Guilisasti Gana (Chairman of Board of Directors) | Nueva Tajamar 481, South Tower office 905, Providencia, Santiago, Chile | Chairman of Board of Directors – Norte Grande S.A., Sociedad de Inversiones Oro Blanco S.A. and Sociedad de Inversiones Pampa Calichera S.A. Vice-Chairman of Viña Concha y Toro S.A. | Chile |
| Mr. Patricio Contesse Fica (Vice-Chairman of Board of Directors) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Vice-Chairman of Board of Directors – Norte Grande S.A., Sociedad de Inversiones Oro Blanco S.A., Sociedad de Inversiones Pampa Calichera S.A. and Potasios de Chile S.A. | Chile |
| Mr. Francisco Guerrero Novoa (Director) | Av. Presidente Riesco 5561, office 901, Las Condes, Santiago, Chile | CEO of Sanasalud S.A. | Chile |
| Mr. Rafael Garrido Illanes (Director) | Augusto Leguía Norte 44, Depto. 103, Las Condes, Santiago, Chile | General Manager of Recon Chile S.A | Chile |
| Mr. Cristian Antonio Leay Moran (Director) | Nueva Los Leones 281, Providencia, Santiago, Chile | Entrepreneur | Chile |
| Mrs. Francisca Ponce Pinochet (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Entrepreneur | Chile |
| Mr. Andrés Nieme Balanda (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Lawyer and Entrepreneur | Chile |
| Mr. Ricardo Moreno Moreno (Chief Executive Officer) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Chief Executive Officer - Sociedad de Inversiones Pampa Calichera S.A., Sociedad de Inversiones Oro Blanco S.A., Potasios de Chile S.A., Nitratos de Chile S.A. and Norte Grande S.A. | Chile |

SCHEDULE F

ADDITIONAL INFORMATION CONCERNING ORO

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|---|---|---|--------------------|
| Mr. Rafael Guilisasti Gana (Chairman of Board of Directors) | Nueva Tajamar 481, South Tower office 905, Providencia, Santiago, Chile | Chairman of Board of Directors – Norte Grande S.A., Sociedad de Inversiones Oro Blanco S.A. and Sociedad de Inversiones Pampa Calichera S.A. Vice-Chairman of Viña Concha y Toro S.A. | Chile |
| Mr. Patricio Contesse Fica (Vice-Chairman of Board of Directors) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Vice-Chairman of Board of Directors – Norte Grande S.A., Sociedad de Inversiones Oro Blanco S.A., Sociedad de Inversiones Pampa Calichera S.A. and Potasios | Chile |
| Mr. Fanor Velasco Calvo (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Entrepreneur | Chile |
| Mr. Rafael Garrido Illanes (Director) | Augusto Leguia Norte 44, Depto. 103, Las Condes, Santiago, Chile | General Manager of Recon Chile S.A. | Chile |
| Mr. Cristian Antonio Leay Moran (Director) | Nueva Los Leones 281, Providencia, Santiago, Chile | Entrepreneur | Chile |
| Mrs. Francisca Ponce Pinochet (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Entrepreneur | Chile |
| Mr. Iván Diaz Molina (Director) | Av. Plaza 1905, Las Condes, Santiago, Chile | Professor of Universidad de Los Andes | Argentina |
| Mr. Ricardo Moreno Moreno (Chief Executive Officer) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Chief Executive Officer - Sociedad de Inversiones Pampa Calichera S.A., Sociedad de Inversiones Oro Blanco S.A., Potasios de Chile S.A., Nitratos de Chile S.A. and Norte Grande S.A. | Chile |

SCHEDULE G

ADDITIONAL INFORMATION CONCERNING POTASIOS

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--|--|--|-------------|
| Mr. Patricio Phillips Saenz (Chairman of Board of Directors) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Entrepreneur and Chairman of Board of Directors – Nitratos de Chile S.A. and Potasios de Chile S.A. | Chile |
| Mr. Patricio Contesse Fica (Vice-Chairman of Board of Directors) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Vice-Chairman of Board of Directors – Norte Grande S.A., Sociedad de Inversiones Oro Blanco S.A., Sociedad de Inversiones Pampa Calichera S.A. and Potasios | Chile |
| Mr. Rafael Garrido Illanes (Director) | Augusto Leguia Norte 44, Depto. 103, Las Condes, Santiago, Chile | General Manager of Recon Chile S.A | Chile |
| Mr. Manuel Diaz de Valdes Olavarrieta (Director) | Don Carlos 2939, office 904, Las Condes, Santiago, Chile | Lawyer- Poduje & Cía Abogados | Chile |
| Mr. Julio César Ponce Pinochet (Director) | Av. Kennedy 5600, office 315, Las Condes, Santiago, Chile | Entrepreneur | Chile |
| Mrs. Francisca Ponce Pinochet (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Entrepreneur | Chile |
| Mr. Andres Nieme Balanda (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Lawyer and Entrepreneur | Chile |
| Mr. Ricardo Moreno Moreno (Chief Executive Officer) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Chief Executive Officer - Sociedad de Inversiones Pampa Calichera S.A., Sociedad de Inversiones Oro Blanco S.A., Potasios de Chile S.A., Nitratos de Chile S.A. and Norte Grande S.A. | Chile |

SCHEDULE H

ADDITIONAL INFORMATION CONCERNING NITRATOS

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--|--|--|-------------|
| Mr. Patricio Phillips Saenz (Chairman of Board of Directors) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Entrepreneur and Chairman of Board of Directors – Nitratos de Chile S.A. and Potasios de Chile S.A. | Chile |
| Mr. Alexander Fernandez Montenegro (Vice- Chairman of Board of Directors) | Paseo Las Palmas 2212, office 64, Providencia, Santiago, Chile | Entrepreneur | Chile |
| Mr. Rafael Garrido Illanes (Director) | Augusto Leguia Norte 44, Depto. 103, Las Condes, Santiago, Chile | General Manager of Recon Chile S.A. | Chile |
| Mr. Pedro Pellegrini Ripamonti (Director) | Av. Vitacura 2939, 8th Floor, Las Condes, Santiago, Chile | Lawyer- Guerrero Olivos | Chile |
| Mr. Pedro Pablo Bustos Valderrama (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Entrepreneur | Chile |
| Mr. Patricio Contesse Fica (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Vice-Chairman of Board of Directors – Norte Grande S.A., Sociedad de Inversiones Oro Blanco S.A., Sociedad de Inversiones Pampa Calichera S.A. and Potasios | Chile |
| Mr. Andres Nieme Balanda (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Lawyer and Entrepreneur | Chile |
| Mr. Ricardo Moreno Moreno (Chief Executive Officer) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Chief Executive Officer - Sociedad de Inversiones Pampa Calichera S.A., Sociedad de Inversiones Oro Blanco S.A., Potasios de Chile S.A., Nitratos de Chile S.A. and Norte Grande S.A. | Chile |

SCHEDULE I

ADDITIONAL INFORMATION CONCERNING NORTE

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--|--|--|-------------|
| Mr. Rafael Guilisasti Gana (Chairman of Board of Directors) | Nueva Tajamar 481, South Tower office 905, Providencia, Santiago, Chile | Chairman of Board of Directors – Norte Grande S.A., Sociedad de Inversiones Oro Blanco S.A. and Sociedad de Inversiones Pampa Calichera S.A. Vice-Chairman of Viña Concha y Toro S.A. | Chile |
| Mr. Patricio Contesse Fica (Vice-Chairman of Board of Directors) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Vice-Chairman of Board of Directors – Norte Grande S.A., Sociedad de Inversiones Oro Blanco S.A., Sociedad de Inversiones Pampa Calichera S.A. and Potasios | Chile |
| Mr. Hernán Manuel Contreras Molina (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Lawyer and Entrepreneur | Chile |
| Mr. Patricio Phillips Saenz (Director) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Entrepreneur and Chairman of Board of Directors – Nitratos de Chile S.A. and Potasios de Chile S.A. | Chile |
| Mr. Sergio Montes Varas (Director) | Av. Apoquindo 3910, 15th Floor, Las Condes, Santiago, Chile | Lawyer- Figueroa, Pacheco, Montes Abogados y Cía Limitada | Chile |
| Mr. Rodrigo Zegers Reyes (Director) | Av. Santa Lucía 330, 5th Floor, Santiago, Chile | Lawyer- Rivadeneira, Colombara y Zegers Abogados | Chile |
| Mr. Rafael Garrido Illanes (Director) | Augusto Leguía Norte 44, Depto. 103, Las Condes, Santiago, Chile | General Manager of Recon Chile S.A. | Chile |
| Mr. Ricardo Moreno Moreno (Chief Executive Officer) | El Trovador 4285 11th Floor, Las Condes, Santiago, Chile | Chief Executive Officer - Sociedad de Inversiones Pampa Calichera S.A., Sociedad de Inversiones Oro Blanco S.A., Potasios de Chile S.A., Nitratos de Chile S.A. and Norte Grande S.A. | Chile |

SCHEDULE J

ADDITIONAL INFORMATION CONCERNING SQYA

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--|---|--|-------------|
| Mr. Aldo César Motta Camp (Officer) | Campos de Deportes 780, Ñuñoa, Santiago, Chile | Attorney-in-Fact | Chile |

SCHEDULE K

ADDITIONAL INFORMATION CONCERNING SQ

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--|---|--|--------------------|
| Mr. Aldo César Motta Camp (Officer) | Campos de Deportes 780, Ñuñoa, Santiago, Chile | Attorney-in-Fact | Chile |

SCHEDULE L

ADDITIONAL INFORMATION CONCERNING SQ GRAND CORP.

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|---|---|--|------------------------|
| Luis Felipe García-Huidobro Mac-Auliffe (Officer) | Campos de Deportes 780, Ñuñoa, Santiago, Chile | Attorney-in-Fact | Chile |
| Camilo Andrés Méndez Chong (Director) | R.G. Hodge Plaza, Second Floor, Upper main Street P.O. Box 915 Road Town, Tortola Virgin Islands | Attorney-in-Fact | Panama |
| Brunilda Gabriela Broce (Director) | R.G. Hodge Plaza, Second Floor, Upper main Street P.O. Box 915 Road Town, Tortola Virgin Islands | Attorney-in-Fact | Panama |
| Attorney-in-Fact of DIRSERV INC. (Director) | R.G. Hodge Plaza, Second Floor, Upper main Street P.O. Box 915 Road Town, Tortola Virgin Islands | Attorney-in-Fact | British Virgin Islands |

SCHEDULE M

ADDITIONAL INFORMATION CONCERNING PACIFIC ATLANTIC HOLDING

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|---|---|--|------------------------|
| Luis Felipe García-Huidobro Mac-Auliffe (Officer) | Campos de Deportes 780, Ñuñoa, Santiago, Chile | Attorney-in-Fact | Chile |
| Camilo Andrés Méndez Chong (Director) | R.G. Hodge Plaza, Second Floor, Upper main Street P.O. Box 915 Road Town, Tortola Virgin Islands | Attorney-in-Fact | Panama |
| Brunilda Gabriela Broce (Director) | R.G. Hodge Plaza, Second Floor, Upper main Street P.O. Box 915 Road Town, Tortola Virgin Islands | Attorney-in-Fact | Panama |
| Attorney-in-Fact of DIRSERV INC. (Director) | R.G. Hodge Plaza, Second Floor, Upper main Street P.O. Box 915 Road Town, Tortola Virgin Islands | Attorney-in-Fact | British Virgin Islands |

SCHEDULE N

ADDITIONAL INFORMATION CONCERNING LA ESPERANZA (CHILE)

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--------------------|---|--|--------------------|
| Mr. Yoshihito Hata | Avenida Apoquindo 3472 of. 1201, Chile | General Manager | Japan |

SCHEDULE O

ADDITIONAL INFORMATION CONCERNING LA ESPERANZA DELAWARE

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--------------------|---|--|--------------------|
| Mr. Yoshihito Hata | Avenida Apoquindo 3472 of. 1201, Chile | Attorney-in-Fact | Japan |

SCHEDULE P

ADDITIONAL INFORMATION CONCERNING KOCHI

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--------------------------------------|--|--|--------------------|
| Junji Inoue (President and Director) | Apoquindo 3472 of. 1201, Las Condes, Santiago, Chile | Chairman | Japan |
| Yasuo Nomura (Director) | Apoquindo 3472 of. 1201, Las Condes, Santiago, Chile | Director | Japan |
| Masayoshi Sako (Director) | Apoquindo 3472 of. 1201, Las Condes, Santiago, Chile | Director | USA |
| Hiroki Kanamori (Director) | Apoquindo 3472 of. 1201, Las Condes, Santiago, Chile | Director | Japan |
| Yoshihito Hata (Director) | Apoquindo 3472 of. 1201, Las Condes, Santiago, Chile | General Manager | Japan |

SCHEDULE Q

ADDITIONAL INFORMATION CONCERNING KOWA

| Name | Business Address | Present Principal Occupation or Employment and Name of Employer | Citizenship |
|--------------------|--|--|--------------------|
| Mr. Yoshihiro Miwa | 6-29, Nishiki 3-Chome, Naka-ku, Nagoya, Japan. | President | Japan |
| Mr. Yoshihito Hata | Apoquindo 3472 of. 1201, Las Condes, Santiago, Chile | Attorney-in-Fact | Japan |

SCHEDULE R

**PURCHASES REPORTED BY GLOBAL MINING FROM
AUGUST 1, 2007 TO AUGUST 20, 2007**

| Date | Series A Shares Purchased | Price Per Share in Chilean Pesos |
|-----------------|----------------------------------|---|
| August 1, 2007 | 625,000 | 9,701.71 |
| August 2, 2007 | 55,000 | 10,110.00 |
| August 14, 2007 | 525,000 | 10,514.33 |
| August 16, 2007 | 350,000 | 10,510.00 |
| August 17, 2007 | 700,000 | 10,535.50 |
| August 20, 2007 | 1,198,755 | 10,566.47 |

SCHEDULE S

PURCHASES REPORTED BY PAMPA FROM
AUGUST 24, 2007 TO SEPTEMBER 4, 2007

| Date | Series B Shares Purchased | Price Per Share in Chilean Pesos |
|-------------------|----------------------------------|---|
| August 24, 2007 | 210,000 | 8,250.00 |
| August 27, 2007 | 90,000 | 8,255.00 |
| August 28, 2007 | 150,000 | 8,210.00 |
| August 30, 2007 | 120,000 | 8,200.00 |
| August 30, 2007 | 100,000 | 8,200.00 |
| September 4, 2007 | 341,840 | 8,318.78 |

SCHEDULE T

**SALES REPORTED BY PAMPA FROM
OCTOBER 12, 2007 TO OCTOBER 23, 2007**

| Date | Series B Shares Sold | Price Per Share in Chilean Pesos |
|------------------|-----------------------------|---|
| October 12, 2007 | 68,325 | 9,832.04 |
| October 16, 2007 | 181,675 | 9,621.81 |
| October 17, 2007 | 100,000 | 9,625.00 |
| October 18, 2007 | 62,240 | 9,465.47 |
| October 19, 2007 | 11,338 | 9,400.00 |
| October 22, 2007 | 66,422 | 9,324.09 |
| October 23, 2007 | 10,000 | 9,400.00 |

SCHEDULE U

**SALES REPORTED BY PAMPA FROM
MARCH 28, 2008 TO APRIL 9, 2008**

| Date | Series B Shares Sold | Aggregate Selling Price in Chilean Pesos |
|----------------|-----------------------------|---|
| March 28, 2008 | 45,053 | 474,522,975 |
| March 31, 2008 | 134,809 | 1,370,174,410 |
| April 1, 2008 | 50,138 | 520,107,546 |
| April 2, 2008 | 115,000 | 1,249,000,050 |
| April 3, 2008 | 120,000 | 1,337,347,200 |
| April 4, 2008 | 35,000 | 402,250,100 |
| April 7, 2008 | 200,000 | 2,430,846,000 |
| April 8, 2008 | 145,385 | 1,821,912,481 |
| April 9, 2008 | 4,615 | 57,916,635 |

SCHEDULE V

**PURCHASES AND SALES REPORTED BY PAMPA FROM
OCTOBER 14, 2009 TO JANUARY 14, 2010**

| Date | Series B Shares Purchased | Series B Shares Sold | Aggregate Price in Chilean Pesos |
|-------------------|----------------------------------|-----------------------------|---|
| October 14, 2009 | | 260,000 | 5,477,578,600 |
| October 15, 2009 | | 1,340,000 | 27,416,855,600 |
| October 19, 2009 | | 225,000 | 4,806,866,250 |
| October 20, 2009 | | 260,000 | 5,500,874,600 |
| October 21, 2009 | | 238,000 | 4,997,890,282 |
| October 28, 2009 | 108,574 | | 2,114,307,103 |
| October 30, 2009 | 200,000 | | 3,872,210,000 |
| November 2, 2009 | 130,000 | | 2,505,817,600 |
| November 3, 2009 | 32,950 | | 634,421,607 |
| November 6, 2009 | | 130,000 | 2,575,978,600 |
| November 9, 2009 | | 187,068 | 3,730,180,816 |
| November 10, 2009 | | 76,413 | 1,520,466,638 |
| November 17, 2009 | 57,469 | | 1,104,423,725 |
| November 18, 2009 | 44,293 | | 858,106,006 |
| November 20, 2009 | | 120,487 | 2,361,231,934 |
| November 23, 2009 | | 146,862 | 2,888,486,222 |
| November 24, 2009 | | 7,887 | 152,351,365 |
| November 25, 2009 | | 248,593 | 4,738,617,618 |
| November 26, 2009 | 74,257 | | 1,380,220,057 |
| November 26, 2009 | | 50,000 | 948,500,000 |
| November 30, 2009 | | 1,000,000 | 18,600,000,000 |
| December 1, 2009 | | 190,880 | 3,612,689,254 |

| Date | Series B Shares Purchased | Series B Shares Sold | Aggregate Price in Chilean Pesos |
|-------------------|----------------------------------|-----------------------------|---|
| December 2, 2009 | | 150,000 | 2,875,199,790 |
| December 3, 2009 | | 85,000 | 1,641,749,755 |
| December 4, 2009 | | 80,000 | 1,554,952,100 |
| December 7, 2009 | | 100,000 | 1,928,021,000 |
| December 9, 2009 | | 73,090 | 1,411,006,835 |
| December 10, 2009 | | 300,000 | 5,803,310,000 |
| December 14, 2009 | | 11,226 | 221,287,249 |
| December 15, 2009 | | 20,000 | 395,117,000 |
| December 16, 2009 | | 99,985 | 1,994,851,727 |
| December 17, 2009 | | 20,015 | 392,468,131 |
| December 18, 2009 | 370,000 | | 7,221,294,400 |
| December 21, 2009 | 3,000,000 | | 58,500,000,000 |
| December 23, 2009 | | 240,000 | 4,621,748,800 |
| December 24, 2009 | | 344,281 | 6,628,201,350 |
| December 28, 2009 | | 1,975,719 | 38,156,369,545 |
| December 29, 2009 | | 900,000 | 17,415,198,000 |
| January 7, 2010 | | 100,000 | 2,002,002,000 |
| January 8, 2010 | | 100,000 | 2,089,274,000 |
| January 11, 2010 | | 100,000 | 2,134,380,100 |
| January 12, 2010 | | 10,000 | 211,066,200 |
| January 14, 2010 | | 100,000 | 2,105,079,387 |

SCHEDULE W

**PURCHASES REPORTED BY NORTE FROM
OCTOBER 6, 2010 TO JANUARY 3, 2011**

| Date | Series B Shares Sold | Aggregate Purchase Price in Chilean Pesos |
|-------------------|-----------------------------|--|
| October 6, 2010 | 30,000 | 697,200,000 |
| October 8, 2010 | 52,000 | 1,218,828,000 |
| October 14, 2010 | 150,178 | 3,624,654,158 |
| December 2, 2010 | 390,000 | 9,911,378,100 |
| December 9, 2010 | 530,000 | 13,924,716,500 |
| December 13, 2010 | 110,000 | 2,859,690,900 |
| January 3, 2011 | 16,000 | 422,400,000 |

SCHEDULE X

**PURCHASES REPORTED BY PAMPA FROM
JULY 7, 2015 TO AUGUST 11, 2015**

| Date | Series A Shares Purchased | Aggregate Purchase Price in Chilean Pesos |
|-----------------|----------------------------------|--|
| July 7, 2015 | 1,164 | 18,282,285 |
| July 8, 2015 | 132 | 2,106,280 |
| July 9, 2015 | 70 | 1,120,000 |
| July 27, 2015 | 711 | 11,442,699 |
| July 28, 2015 | 200 | 3,290,000 |
| July 30, 2015 | 30,030 | 461,799,326 |
| July 31, 2015 | 2,548 | 41,744,000 |
| August 3, 2015 | 751 | 12,396,900 |
| August 4, 2015 | 2,949 | 48,952,456 |
| August 5, 2015 | 900 | 14,480,001 |
| August 6, 2015 | 1,200 | 19,199,304 |
| August 7, 2015 | 200 | 3,239,400 |
| August 10, 2015 | 1,208 | 19,606,577 |
| August 11, 2015 | 200 | 3,320,000 |

SCHEDULE Y

**PURCHASES REPORTED BY PAMPA FROM
SEPTEMBER 1, 2015 TO OCTOBER 15, 2015**

| Date | Series A Shares Purchased | Aggregate Purchase Price in Chilean Pesos |
|--------------------|----------------------------------|--|
| September 1, 2015 | 1,100 | 18,793,907 |
| September 2, 2015 | 600 | 10,196,700 |
| September 3, 2015 | 500 | 8,243,500 |
| September 4, 2015 | 500 | 8,124,400 |
| September 7, 2015 | 200 | 3,293,530 |
| September 8, 2015 | 256 | 4,223,488 |
| September 9, 2015 | 400 | 6,596,836 |
| September 11, 2015 | 200 | 3,200,000 |
| September 14, 2015 | 132 | 2,178,000 |
| September 15, 2015 | 1,350 | 21,040,007 |
| September 16, 2015 | 693 | 11,061,597 |
| September 17, 2015 | 250 | 3,997,500 |
| September 21, 2015 | 414 | 6,682,858 |
| September 22, 2015 | 200 | 3,200,000 |
| September 23, 2015 | 300 | 4,875,000 |
| September 24, 2015 | 300 | 4,875,000 |
| September 25, 2015 | 400 | 6,510,000 |
| September 28, 2015 | 100 | 1,624,500 |
| September 29, 2015 | 200 | 3,247,000 |
| September 30, 2015 | 500 | 8,006,800 |
| October 1, 2015 | 480 | 7,535,971 |
| October 2, 2015 | 250 | 3,944,850 |
| October 5, 2015 | 200 | 3,160,000 |

| Date | Series A Shares Purchased | Aggregate Purchase Price in Chilean Pesos |
|------------------|----------------------------------|--|
| October 6, 2015 | 200 | 3,300,000 |
| October 7, 2015 | 50 | 825,000 |
| October 8, 2015 | 262 | 4,322,937 |
| October 13, 2015 | 315 | 5,612,387 |
| October 14, 2015 | 200 | 3,600,000 |
| October 15, 2015 | 200 | 3,600,000 |

EXHIBIT INDEX

| Exhibit | Description |
|---------|---|
| 1. | Joint Filing Agreement, dated as of June 5, 2017, by and among Inversiones Global Mining (Chile) Limitada, Global Mining Investment Inc., Agencia en Chile, Global Mining Investment Inc., Calichera Caiman, Inc., Sociedad de Inversiones Pampa Calichera S.A., Sociedad de Inversiones Oro Blanco S.A., Potasios de Chile S.A., Nitratos de Chile S.A., Norte Grande S.A., Inversiones SQYA Limitada, SQ Limitada, S.Q. Grand Corp., Pacific Atlantic International Holding Corporation, The Pacific Trust, Mr. Julio Ponce Lerou, Inversiones La Esperanza (Chile) Ltda., La Esperanza Delaware Corporation, Kochi S.A., Kowa Company Ltd. and Mr. Yoshihiro Miwa. |
| 2. | Yara Shareholders Agreement of Inversiones SQNH dated April 18, 2002 among Inversiones SQ Holding S.A. and Norsk Hydro Holland B.V. (filed as Exhibit 2 to the Ponce Lerou Reporting Persons' Schedule 13D filed on February 15, 2005). |
| 3. | Kowa Shareholders Agreement, dated December 22, 2006 between Sociedad de Inversiones Pampa Calichera S.A. and Kowa Company Ltd. (filed as Exhibit 1 to the Ponce Lerou Reporting Persons' Schedule 13D filed on February 2, 2007). |
| 4. | First Amendment to the Kowa Shareholders Agreement, dated April 3, 2008 between Sociedad de Inversiones Pampa Calichera S.A. and Kowa Company Ltd. |
| 5. | Indenture, 7.75% Senior Secured Notes due 2022, dated as of February 14, 2007, among Sociedad de Inversiones Pampa Calichera S.A., Deutsche Bank Trust Company Americas as Trustee and Deutsche Bank Luxembourg S.A., as Luxembourg Paying Agent and Listing Agent (filed as Exhibit 4 to the Schedule 13D filed jointly by the Ponce Lerou Reporting Persons and the Grupo Miwa Reporting Persons on September 7, 2007). |
| 6. | First Supplemental Indenture dated as of December 4, 2008, by and among Sociedad de Inversiones Pampa Calichera S.A., Deutsche Bank Trust Company Americans, as trustee and Deutsche Bank Luxembourg S.A., as Luxembourg Paying Agent and Listing Agent, under the Indenture dated February 14, 2007. |
| 7. | Second Supplemental Indenture dated as of August 22, 2012, by and among Sociedad de Inversiones Pampa Calichera S.A., Deutsche Bank Trust Company Americans, as trustee and Deutsche Bank Luxembourg S.A., as Luxembourg Paying Agent and Listing Agent, under the Indenture dated February 14, 2007 |
| 8. | Letter Agreement, dated as of April 17, 2017, by and among Inversiones El Boldo Limitada, Inversiones RAC Chile Limitada, Inversiones PCS Chile Limitada, Sociedad de Inversiones Pampa Calichera S.A., Potasios de Chile S.A., Inversiones Global Mining Chile Limitada, Kowa Company Ltd., Inversiones La Esperanza (Chile) Limitada, Kochi S.A. and La Esperanza Delaware Corporation. |

JOINT FILING AGREEMENT

The undersigned hereby agree that the Statement on this Schedule 13D, dated June 5, 2017 (the “Schedule 13D”), with respect to the Series A Shares and Series B Shares of Sociedad Quimica y Minera de Chile S.A. is, and any amendments thereto executed by each of us shall be, filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, and that this Agreement shall be included as an Exhibit to the Schedule 13D and each such amendment. Each of the undersigned agrees to be responsible for the timely filing of the Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning itself contained therein. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 5th day of June, 2017.

Inversiones Global Mining (Chile) Limitada

By: /s/ Ricardo Moreno Moreno

Name: Ricardo Moreno Moreno

Title: CEO

Global Mining Investment Inc., Agencia en Chile

By: /s/ Aldo Motta Camp

Name: Aldo Motta Camp

Title: Officer

Global Mining Investment Inc.

By: /s/ Aldo Motta Camp

Name: Aldo Motta Camp

Title: Officer

Calichera Caiman, Inc.

By: /s/ Patricio Phillips Sáenz

Name: Patricio Phillips Sáenz

Title: Officer

Sociedad de Inversiones Pampa Calichera S.A.

By: /s/ Ricardo Moreno Moreno

Name: Ricardo Moreno Moreno

Title: CEO

Sociedad de Inversiones Oro Blanco S.A.

By: /s/ Ricardo Moreno Moreno

Name: Ricardo Moreno Moreno

Title: CEO

Potasios de Chile S.A.

By: /s/ Ricardo Moreno Moreno

Name: Ricardo Moreno Moreno

Title: CEO

Nitratos de Chile S.A.

By: /s/ Ricardo Moreno Moreno

Name: Ricardo Moreno Moreno

Title: CEO

Norte Grande S.A.

By: /s/ Ricardo Moreno Moreno

Name: Ricardo Moreno Moreno

Title: CEO

Inversiones SQYA Limitada

By: /s/ Aldo Motta Camp

Name: Aldo Motta Camp

Title: Officer

Inversiones SQ Limitada

By: /s/ Aldo Motta Camp

Name: Aldo Motta Camp

Title: Officer

S.Q. Grand Corp.

By: /s/ Felipe García Huidobro M.

Name: Felipe García Huidobro M.

Title: Officer

Pacific Atlantic International Holding Corporation

By: /s/ Felipe García Huidobro M.

Name: Felipe García Huidobro M.

Title: Officer

The Pacific Trust

By: /s/ Luis López

Name: Luis López on behalf of Alfaro, Ferrer & Ramirez,

Title: Trustee of the Pacific Trust

Mr. Julio Ponce Lerou

By: /s/ Julio Ponce Lerou

Name: Julio Ponce Lerou

Title:

Inversiones La Esperanza (Chile) Ltda.

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: General Manager

La Esperanza Delaware Corporation

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: Attorney-in-Fact

Kochi S.A.

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: General Manager

Kowa Company Ltd.

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: Attorney-in-Fact

Yoshihiro Miwa

By: /s/ Yoshihito Hata

Name: Yoshihito Hata

Title: Attorney-in-Fact

**MODIFICACIÓN AL
ACUERDO DE ACTUACIÓN
CONJUNTA**

**SOCIEDAD QUÍMICA Y MINERA DE CHILE
S.A.**

**AMENDMENT TO THE
JOINT PARTICIPATION
AGREEMENT**

**SOCIEDAD QUÍMICA Y MINERA DE CHILE
S.A.**

**SOCIEDAD DE INVERSIONES
PAMPA CALICHERA S.A.**

KOWA COMPANY LTD.

Santiago, 3 de Abril de 2008

Santiago, April 3, 2008

**MODIFICACIÓN
ACUERDO DE ACTUACIÓN CONJUNTA DE
SOCIEDAD QUÍMICA Y MINERA DE CHILE S.A.**

En Santiago, a 3 de Abril de 2008, entre (i) **SOCIEDAD DE INVERSIONES PAMPA CALICHERA S.A.**, sociedad constituida de acuerdo con las leyes de la República de Chile, rol único tributario número 96.511.530-7, debidamente representada por don Jorge Araya Cabrera, ambos domiciliados para estos efectos en esta ciudad, El Trovador 4285 piso 11, comuna de Las Condes, que en lo sucesivo e indistintamente se denominará también “Calichera”; y (ii) **KOWA COMPANY LTD.**, sociedad constituida de acuerdo con las leyes de Japón, rol único tributario número 59.046.730-8, debidamente representada por don Koji Yoshimoto, ambos domiciliados para estos efectos en esta ciudad, Augusto Leguía Sur 160, Of. 82, comuna de Las Condes, que en lo sucesivo e indistintamente se denominará también “Kowa”; ambas en lo sucesivo, así como sus respectivos sucesores o cesionarios autorizados, así como las demás personas que adhieren al presente contrato en conformidad con el mismo, se denominarán colectivamente las “Partes” y cualquiera de ellas una “Parte”; se conviene lo siguiente:

**Cláusula 1.
Antecedentes.**

1.01. Mediante instrumento privado de fecha 21 de Diciembre de 2006, las Partes celebraron un acuerdo de actuación conjunta relativo a su participación en Sociedad Química y Minera de Chile S.A. (“SQM”), en términos que son conocidos de ellas, que en lo sucesivo se denominará el “Acuerdo”.

Para los efectos a que haya Lugar, los términos con mayúsculas en el presente instrumento tendrán el significado que se les otorga en el Acuerdo, salvo que en este instrumento se estipule expresamente algo distinto.

**AMENDMENT
JOINT PARTICIPATION AGREEMENT**

SOCIEDAD QUÍMICA Y MINERA DE CHILE S.A

In Santiago, on April 3, 2008, by and among (i) **SOCIEDAD DE INVERSIONES PAMPA CALICHERA S.A.**, a corporation organized and existing under the laws of Chile, taxpayer identification number 96,511,530-7, duly represented by Mr. Jorge Araya Cabrera, both domiciled for this purpose at, El Trovador 4285, 11th floor, county of Las Condes, also referred to in this document as “Calichera”; and (ii) **KOWA COMPANY LTD.**, a company organized and existing under the laws of Japan, Chilean taxpayer identification number 59,046,730-8, duly represented by Mr. Koji Yoshimoto, both domiciled for this purposes at Augusto Legula Sur 160, Of. 82, county of Las Condes, also referred in this document as “Kowa”; both herein, and their respective successors and permitted assignees, as well as other persons that may adhere to this agreement in accordance with its terms, collectively referred to as “Parties” and each one of them a “Party”, have agreed the following:

**Clause 1.
Recitals.**

1.01. By means of a private deed executed as of December 21, 2006, the Parties entered into a certain joint participation agreement, regarding their shares in Sociedad Química y Minera de Chile S.A. (“SQM”), in terms that are known for them, hereinafter the “Agreement”.

For all purposes that may take place, capitalized terms herein shall have the meaning given to such terms in the Agreement, unless otherwise is expressly stated herein.

1.02. Mediante oficios N° 04539 y N° 04540, ambos de fecha 27 de abril de 2007, dirigidos a Sociedad de Inversiones Pampa Calichera S.A. y a Kowa Company Ltd., respectivamente, la Superintendencia de Valores y Seguros (“SVS”) ordenó a las Partes dejar sin efecto el tercer párrafo de la cláusula 2.03 del Acuerdo, por las razones expresadas en los mismos, las cuales son conocidas de las Partes.

Mediante presentación de fecha 9 de Mayo de 2007, las Partes manifestaron a la SVS que acordaron dejar sin efecto el tercer párrafo de la cláusula 2.03 del Acuerdo, con motivo de lo cual, en el caso de no existir acuerdo entre ellas respecto de la forma de votar en una junta de accionistas de SQM, no estarían obligadas a votar de la manera que acuerde la mayoría absoluta de las Partes, de la forma que se estipulaba en el mencionado párrafo, obligación que no resulta ya exigible.

Asimismo, en la referida presentación las Partes manifestaron que se encontraban en negociaciones a fin de acordar una nueva cláusula que sustituya las estipulaciones originalmente pactadas para el caso que ellas no logran a un acuerdo en la forma de votar en una junta de accionistas de SQM.

Cláusula 2. Modificación al Acuerdo.

2.01. Por el presente instrumento, las Partes vienen en modificar el Acuerdo, sustituyendo la cláusula 2.03 del mismo por la siguiente:

“2.03 Para los efectos de lo indicado precedentemente, cada vez que el directorio de la Sociedad convoque a una junta general de accionistas, las Partes discutirán y decidirán una postura y voto común en dichas juntas de accionistas.

Tratándose de votaciones para la elección de directores de SQM, y salvo acuerdo distinto para cada elección, cada Parte votará independientemente, tantas acciones como sean necesarias para elegir por sí sola cada una de ellas el mayor número de directores de la Sociedad. Las Partes también acuerdan que ocuparán los votos remanentes que les pudieren corresponder, para intentar elegir en conjunto un nuevo director de la Sociedad que les permita asegurar la mayoría de votos en las sesiones de Directorio de SQM y que resultará ser quien, formando parte de una lista de tres personas propuestos por Kowa, sea determinado por Calichera. Si no hubiere ninguna persona de las propuestas por Kowa en la primera lista que sean determinadas por Calichera, Kowa presentará otra lista y así sucesivamente.”

1.02. By means of official letters No. 04539 and No. 04540, both issued on April 27, 2007, addressed to Sociedad de Inversiones Pampa Calichera S.A. and Kowa Company Ltd., respectively, the Superintendencia de Valores y Seguros (“SVS”) instructed the Parties to cancel the third paragraph of section 2.03 of the Agreement, for the reasons expressed therein, which are known by the Parties.

By means of filing dated as of May 9, 2007, the Parties informed the SVS of their understanding in order to cancel the third paragraph of section 2.03 of the Agreement, and, therefore, in case they cannot reach an understanding in how to vote in a Shareholders’ Meeting of SQM, they will not be obligated to vote in the manner agreed by the majority of the Parties, as was set forth in the aforementioned paragraph, obligation that is no longer in force and effect.

Likewise, in the aforementioned filing, the Parties informed that they were engaged in negotiations with the purpose of agreeing in a new provision for the Agreement, in replace of the initially agreed for the case where they do not reach an understanding in how to vote in the shareholders’ meetings of SQM.

Clause 2. Amendment of the Agreement

2.01. The Parties hereby agree to amend the Agreement in order to replace section 2.03 by the following:

“2.03 In order to achieve the above objectives, each time the board of directors of the Company calls a shareholders meeting, the Parties will discuss and decide on a common position and vote on the shareholders meeting.

Regarding the election of members of the board of SQM, and except a different agreement is adopted, each Party shall vote its shares independently as necessary to elect each one of them the maximum number of board members of the Company. Once the latter has occurred, the Parties shall use any remaining votes to attempt to jointly elect an additional board member, which would permit them to secure the majority of the votes in the board of directors meetings of SQM and which shall be such person chosen by Calichera among a list of three persons submitted by Kowa. If Calichera does not choose a person among those included in the list submitted by Kowa, Kowa shall submit a new list and so on.”

2.02. Por el presente instrumento, las Partes vienen en modificar el Acuerdo, sustituyendo la cláusula 5.01 del mismo por la siguiente:

“5.01 El presente acuerdo de actuación conjunta comenzará a regir con esta fecha y tendrá una duración indefinida. No obstante lo anterior, una vez cumplido el quinto aniversario de la vigencia del presente contrato, cualquiera de las Partes podrá ponerle término en cualquier momento, respecto únicamente de ella, comunicando su voluntad en tal sentido a las demás Partes, con una anticipación mínima de 30 días a la fecha de término. Dicha terminación tendrá efecto únicamente respecto de la Parte que la ejerce o notifica a las demás, subsistiendo el presente acuerdo de actuación conjunta respecto de las demás Partes, sin perjuicio del derecho de ellas de terminarlo a su respecto de la manera indicada en esta cláusula.”

2.03. En todo lo no modificado expresamente, permanecen inalteradas las demás estipulaciones del Acuerdo, las cuales resultan íntegramente aplicables a lo estipulado en este instrumento.

**Cláusula 3.
Materias varias.**

3.01. Legislación. La presente modificación se regirá e interpretará en todo por las leyes de la República de Chile.

3.02. Domicilio. Para todos los efectos legales, las Partes fijan domicilio especial en la ciudad y comuna Santiago, prorrogando la competencia a los tribunales ordinarios de justicia con asiento en la comuna de Santiago, en todas aquellas materias que no sean de competencia arbitral.

2.02. The Parties hereby agree to amend the Agreement in order to replace section 5.01 by the following:

“5.01 This joint participation agreement shall become effective as of the date hereof and shall continue in effect indefinitely. Nevertheless, after the fifth anniversary of this agreement, each Party may terminate it at any moment, only regarding itself communicating its intention to the other Parties at least 30 days prior to the date of termination. Such termination will be effective only in regard to the Party performing it and giving notice, subsisting this agreement among the rest of the Parties, notwithstanding their right to terminate it as it is stated in this clause.”

2.03. Except as expressly and specifically set forth herein, the Agreement shall remain in full force and effect and shall remain enforceable in accordance with the terms thereof.

**Clause 3.
Miscellaneous.**

3.02. Governing Law. This amendment will be governed and construed in accordance with the laws of the Republic of Chile.

3.04. Domicile. For all legal purposes hereof, the parties set their domicile in the city and municipal district of Santiago and submit to the jurisdiction of its Courts for all matters which are not subject to the jurisdiction of the arbitrator.

3.03. Ejemplares. El presente instrumento se otorga en 3 ejemplares de un mismo tenor y fecha, quedando uno en poder de cada una de las partes.

3.05. Copies. This document is signed in 3 copies of the same text and date, and each Party shall keep one of them.

Sociedad de Inversiones Pampa Calichera S.A.

Kowa Company Ltd.

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE dated as of December 4, 2008 (the “Supplemental Indenture”) by and among Sociedad de Inversiones Pampa Calichera S.A., an open stock corporation (*sociedad anónima abierta*) organized under the laws of the Republic of Chile (the “Company”), Deutsche Bank Trust Company Americas, a New York banking corporation, as Trustee (the “Trustee”), and Deutsche Bank Luxembourg S.A., as Luxembourg Paying Agent and Listing Agent (the “Luxembourg Agent”), under the Indenture dated February 14, 2007 (the “Indenture”) among the Company, the Trustee, and the Luxembourg Agent.

WITNESSETH

WHEREAS, the Company has issued its 7.75% Senior Secured Notes due 2022 (the “Securities”) in the aggregate principal amount of US\$250,000,000 under and pursuant to the Indenture of which US\$250,000,000 is outstanding as of the date hereof;

WHEREAS, Section 10.02 of the Indenture provides that the Company and the Trustee may enter into a supplemental indenture amending provisions of the Indenture and the Securities as well as into an amendment to the Share Pledge Agreement with the written consent of Holders of not less than a majority in aggregate principal amount of Securities at the time outstanding;

WHEREAS, the Company has solicited consents of Holders (the “Consent Solicitation”) pursuant to the consent solicitation statement and related letter of consent dated November 20, 2008 and the letter of consent dated November 27, 2008 to modify the Indenture and the Share Pledge Agreement.

WHEREAS, Global Bondholder Services Corporation, as information and tabulation agent under the Consent Solicitation, has advised the Company that it has received validly executed consents from Holders or their duly designated proxies representing a majority of the aggregate principal amount outstanding of Securities on or prior to the date hereof and those consents have not been revoked.

WHEREAS, the Share Pledge Agreement, which is governed by Chilean law and is in the Spanish language, is being simultaneously amended pursuant to a separate amendment by and between the Company and the Trustee to: (i) modify Sections 10, 11 and 12 of the Share Pledge Agreement such that the Fair Market Value of Series A or Series B shares of SQM required to be pledged to the Trustee increases from 2.0 times to 3.0 times of the total principal amount of Securities outstanding, and (ii) change the ratios at which Series A or Series B shares of SQM are required to be pledged to the Trustee or may be released according to changes in their Fair Market Value, from 1.8 to 2.7 and from 2.2 to 3.3, respectively.

WHEREAS, all things necessary for the execution of this Supplemental Indenture and to make this Supplemental Indenture a valid and binding agreement of the Company, the Trustee, and the Luxembourg Agent have been done;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

RATIFICATION; DEFINITIONS

Section 1.01. Supplemental Indenture. This Supplemental Indenture is supplemental to, and is entered into in accordance with, Section 10.02 of the Indenture and all the provisions of the Indenture are in all other respects ratified and confirmed and shall remain in full force and effect.

Section 1.02. Definitions. Unless the context shall otherwise require, all terms which are defined in Section 1.01 of the Indenture shall have the same meanings, respectively, in this Supplemental Indenture as such terms are given in said Section 1.01 of the Indenture.

ARTICLE II

AMENDMENTS

Section 2.01. Amendments to Section 1.01.

(a) Section 1.01 of the Indenture is amended by adding a new definition of “Net Cash Received” to read as follows:

“‘Net Cash Received’ means, with respect to any issuance or sale of Capital Stock or Indebtedness, the cash proceeds of such issuance or sale net of attorneys’ fees, accountants’ fees, underwriters’ or placements agents’ fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.”

(b) Section 1.01 of the Indenture is amended by adding a new definition of “Unconsolidated Cash Flow” to read as follows:

“‘Unconsolidated Cash Flow’ means, for any Person, for any period, dividends to the extent received in cash plus any net cash received from Inversiones Global Mining (Chile) Limitada, minus Unconsolidated Interest Expense, cash taxes paid and administrative and selling expense paid, calculated on an unconsolidated basis in accordance with Chilean GAAP.”

(c) Section 1.01 of the Indenture is amended by adding a new definition of “Unconsolidated Interest Expense” to read as follows:

“‘Unconsolidated Interest Expense’ means, for any Person, for any period, such Person’s aggregate accrued interest expense for such period (determined on an unconsolidated basis, without duplication), including the portion of any payments made in respect of Capitalized Lease Obligations allocable to interest expense, calculated on an unconsolidated basis in accordance with Chilean GAAP.”

(d) The definition of “Fully Funded” in Section 1.01 of the Indenture is hereby amended and restated in its entirety to read as follows:

“‘Fully Funded’ means the state of the Interest Reserve so long as, at any time, the funds therein are in an amount sufficient to provide for the payment in full of the next two succeeding scheduled interest payments on the Securities from time to time. The term “Fully Fund” when used as a verb shall have a correlative meaning.”

Section 2.02. Amendments to Certain Provisions of Article V.

(a) Section 5.03 of the Indenture is hereby amended and restated in its entirety as follows:

“SECTION 5.03. Restricted Payments. The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a “Restricted Payment”):

(a) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of the Company or the Capital Stock of any of its subsidiaries to holders of such Capital Stock, other than (1) dividends or distributions payable in Qualified Capital Stock of the Company; (2) any dividends or distributions payable to the Company; or (3) any dividends or distributions to all holders of Capital Stock of a Restricted Subsidiary on a pro rata basis or on a basis that results in the receipt by the Company or a Restricted Subsidiary of dividends or distributions of greater value than it would receive on a pro rata basis;

(b) purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Company or the Capital Stock of any of its Restricted Subsidiaries;

(c) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Subordinated Indebtedness; or

(d) make any Investment (other than a Permitted Investment).

Notwithstanding the foregoing, the Company may make a Restricted Payment if:

(i) the Company is entitled to Incur an additional \$1.00 of Indebtedness under Section 5.02 of this Indenture (excluding any Permitted Indebtedness) after giving effect to the making of such Restricted Payment; and

(ii) the aggregate amount of such Restricted Payment and all other Restricted Payments since September 30, 2008 would not exceed the sum of (without duplication):

(A) 90% of the Unconsolidated Cash Flow accrued during the period (treated as one accounting period) from September 30, 2008 to the end of the most recent fiscal quarter for which financial statements have been delivered to the Trustee (or, in case such Unconsolidated Cash Flow shall be a deficit, minus 100% of such deficit); plus

(B) 100% of the aggregate Net Cash Received by the Company from the issuance or sale of its Capital Stock (other than Disqualified Capital Stock) subsequent to September 30, 2008 (other than an issuance or sale of its Capital Stock to a Restricted Subsidiary of the Company and other than an issuance or sale to any employee stock ownership plan or to a trust established by the Company or any of its Restricted Subsidiaries for the benefit of their employees) plus 100% of any cash capital contribution to the Company subsequent to September 30, 2008; plus

(C) the amount by which Indebtedness of the Company is reduced on the Company's balance sheet upon the conversion or exchange (other than by a Restricted Subsidiary of the Company) subsequent to September 30, 2008 of any Indebtedness of the Company convertible or exchangeable for Capital Stock (other than Disqualified Capital Stock) of the Company (less the amount of any cash, or the fair market value of any other property, distributed by the Company upon such conversion or exchange); plus

(D) an amount equal to the sum of (x) the net reduction in the Investments (other than Permitted Investments) made by the Company or any Restricted Subsidiary in any Person resulting from repurchases, repayments or redemptions of such Investments by such Person, proceeds realized on the sale of such Investments, and proceeds representing the return of capital (excluding dividends and distributions) on such Investments, in each case received by the Company or any Restricted Subsidiary and (y) to the extent such Person is an Unrestricted Subsidiary, the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; provided, however, that the foregoing sum shall not exceed, in the case of any Person or Unrestricted Subsidiary, the amount of Investments previously made (and treated as a Restricted Payment) by the Company or any Restricted Subsidiary in such Person or Unrestricted Subsidiary.

Notwithstanding the preceding, this covenant does not prohibit (each of the following, a "Permitted Payment"):

(1) the payment of any dividend within 60 days after the date of declaration of such dividend if the dividend would have been permitted on the date of declaration;

(2) if no Default or Event of Default will have occurred and be continuing, the voluntary prepayment, purchase, defeasance, redemption or other acquisition or retirement for value of any Subordinated Indebtedness or Capital Stock solely in exchange for, or through the application of Net Cash Received of a substantially concurrent sale of Qualified Capital Stock of the Company, other than to a Restricted Subsidiary;

(3) the defeasance, redemption, repurchase or other acquisition of Subordinated Indebtedness of the Company with the Net Cash Received from an Incurrence of Refinancing Indebtedness permitted to be Incurred pursuant to Section 5.02 of the Indenture;

(4) so long as no Default or Event of Default will have occurred and be continuing, any payment made out of the proceeds of the substantially concurrent sale of, or capital contribution in respect of, or made by exchange for, Capital Stock of the Company (other than Disqualified Capital Stock and other than Capital Stock issued or sold to a Subsidiary of the Company);

(5) the payment or distribution to dissenting stockholders of any Restricted Subsidiary pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of assets that complies with Section 6.01 of the Indenture;

(6) the payment of any Minimum Legally Required Dividend;

(7) so long as no Default or Event of Default will have occurred and be continuing, payments made by the Company or its Restricted Subsidiaries in an amount not to exceed US\$5.0 million in the aggregate; and

(8) one or more dividends, not to exceed a total of US\$48.0 million to be made on or before June 30, 2009.

In determining the aggregate principal amount of Restricted Payments made or permitted to be made subsequent to September 30, 2008, amounts paid pursuant to clauses (1) (without duplication for the declaration of the relevant dividend), (2), (3), (4), (5), (6) and (7) above shall be included in the calculation required by clause (ii) of the first paragraph above and amounts expended pursuant to clause (8) above shall not be included in such calculation.”

(b) Section 5.15(b) is hereby amended and restated in its entirety as follows:

“(b) the Company has, on or before the issue date of such Additional Securities, provided a first priority Lien on the number of additional Series A or Series B shares of SQM necessary so that the Fair Market Value of all of the Series A and Series B shares of SQM pledged to the Trustee for the benefit of the Holders of the Securities and the Additional Securities will be at least equal to 3.0 times the total principal amount of the Securities and the Additional Securities outstanding after the issuance of the Additional Securities.”

ARTICLE III.

MISCELLANEOUS

Section 3.01. Effective Date. This Supplemental Indenture shall become effective upon execution and delivery hereof.

Section 3.02. Counterparts. This Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Supplemental Indenture by telecopier shall be effective as delivery of a manually executed counterpart of this Supplemental Indenture.

Section 3.03. Acceptance. The Trustee accepts the Indenture, as supplemented by this Supplemental Indenture, and agrees to perform the same upon the terms and conditions set forth therein as so supplemented. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or the Luxembourg Agent or for or in respect of the recitals contained herein, all of which are made solely by the Company and the Luxembourg Agent.

Section 3.04. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the Company, Luxembourg Agent or the Trustee shall bind its respective successors and assigns, whether so expressed or not.

Section 3.05. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.06. Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.07. Incorporation into Indenture. All provisions of this Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture; and the Indenture, as amended and supplemented by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.08. Notices. All notices, instructions, directions, requests and demands delivered in connection herewith shall be made according to Section 13.02 of the Indenture.

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

**SOCIEDAD DE INVERSIONES PAMPA
CALICHERA S.A., as Issuer**

By: _____
Name:
Title:

**DEUTSCHE BANK COMPANY AMERICAS, as
Trustee**

By: _____
Name:
Title:

By: _____
Name:
Title:

**DEUTSCHE BANK LUXEMBOURG S.A., as
Luxembourg Paying Agent and Listing Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE dated as of August 22, 2012 (the “Second Supplemental Indenture”) by and among Sociedad de Inversiones Pampa Calichera S.A., an open stock corporation (*sociedad anónima abierta*) organized under the laws of the Republic of Chile (the “Company”), Deutsche Bank Trust Company Americas, a New York banking corporation, as Trustee (the “Trustee”), and Deutsche Bank Luxembourg S.A., as Luxembourg Paying Agent and Listing Agent (the “Luxembourg Agent”), under the Indenture dated February 14, 2007, as amended by the First Supplemental Indenture, dated as of December 4, 2008 (as so supplemented, the “Indenture”) among the Company, the Trustee, and the Luxembourg Agent.

WITNESSETH

WHEREAS, the Company has issued its 7.75% Senior Secured Notes due 2022 (the “Securities”) in the aggregate principal amount of US\$250,000,000 under and pursuant to the Indenture, of which US\$250,000,000 is outstanding as of the date hereof;

WHEREAS, Section 10.02 of the Indenture provides that the Company and the Trustee may enter into a supplemental indenture amending provisions of the Indenture and the Securities as well as into an amendment to the Share Pledge Agreement with the written consent of Holders of not less than a majority in aggregate principal amount of Securities at the time outstanding;

WHEREAS, the Company has solicited consents of Holders (the “Consent Solicitation”) pursuant to the consent solicitation statement dated July 25, 2012, as amended by Supplement No. 1 thereto, dated August 14, 2012, and related letter of consent dated July 25, 2012, as revised and superseded by the letter of consent dated August 14, 2012, to modify the Indenture and the Share Pledge Agreement;

WHEREAS, Global Bondholder Services Corporation, as information and tabulation agent under the Consent Solicitation, has advised the Company that it has received validly executed consents from Holders representing a majority of the aggregate principal amount outstanding of Securities on or prior to the date hereof and those consents have not been revoked;

WHEREAS, the Share Pledge Agreement, which is governed by Chilean law and is in the Spanish language, is being simultaneously amended pursuant to a separate amendment by and between the Company and the Trustee to revise the mechanism for triggering the obligation of the Company to pledge additional SQM shares to maintain a minimum collateralization ratio of at least 3.0 (the “Minimum Collateralization Ratio”) if the ratio of (a) Fair Market Value (as defined in the Indenture) of Series A or Series B shares of SQM pledged to the Trustee to (b) the total principal amount of the Notes outstanding (the “Collateralization Ratio”) remains below the Minimum Collateralization Ratio during a predefined period of time, as follows: (i) if the Collateralization Ratio remains below the Minimum Collateralization Ratio of 3.0 but above the Collateralization Ratio of 2.7 for a period of 60 consecutive days, the Company will be required to pledge additional SQM shares up to the Minimum Collateralization Ratio of 3.0 within 10 business days after becoming aware of such event, and (ii) if at any point in time the Collateralization Ratio falls below 2.7, the Company will be required to pledge additional SQM shares up to the Minimum Collateralization Ratio of 3.0 within 3 business days after becoming aware of such event;

WHEREAS, all things necessary for the execution of this Second Supplemental Indenture and to make this Second Supplemental Indenture a valid and binding agreement of the Company, the Trustee, and the Luxembourg Agent have been done;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

RATIFICATION; DEFINITIONS

Section 1.01. Supplemental Indenture. This Second Supplemental Indenture is supplemental to, and is entered into in accordance with, Section 10.02 of the Indenture and all the provisions of the Indenture are in all other respects ratified and confirmed and shall remain in full force and effect.

Section 1.02. Definitions. Unless the context shall otherwise require, all terms which are defined in Section 1.01 of the Indenture shall have the same meanings, respectively, in this Second Supplemental Indenture as such terms are given in said Section 1.01 of the Indenture.

ARTICLE II

AMENDMENTS

Section 2.01. Amendments to Section 1.01.

(a) Section 1.01 of the Indenture is amended by eliminating the following definitions therefrom:

““Affiliated Transaction” has the meaning ascribed to such term in Section 5.05, hereof.”

““Asset Acquisition” means:

(1) an Investment by the Company or any Restricted Subsidiary in any other Person pursuant to which such Person will become a Restricted Subsidiary, or will be merged with or into the Company or any Restricted Subsidiary;

(2) the acquisition by the Company or any Restricted Subsidiary of the assets of any Person (other than a Subsidiary of the Company) which constitute all or substantially all of the assets of such Person or comprises any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business; or

(3) any revocation with respect to an Unrestricted Subsidiary.”

““Asset Sale” means any direct or indirect sale, disposition, issuance, conveyance, transfer, lease, assignment or other transfer (each, a “disposition”) by the Company or any Restricted Subsidiary of:

(a) any Capital Stock (other than Capital Stock of the Company); or

(b) any property or assets (other than cash, Cash Equivalents or Capital Stock) of the Company or any Restricted Subsidiary.

Notwithstanding the preceding, the following will not be deemed to be Asset Sales:

(1) any disposition identified in clause (a) or (b) above if, immediately following such disposition, the Company would be able to Incur at least US\$1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with Section 5.02 hereof; *provided*, that any such disposition would not require the Company to make a Change of Control Offer;

(2) the disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries in compliance with Section 6.01 hereof;

(3) a disposition to the Company or a Restricted Subsidiary, including a person that is or will become a wholly owned Restricted Subsidiary immediately after the disposition;

(4) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than US\$0.5 million; *provided*, that any such disposition would not require the Company to make a Change of Control Offer;

(5) an issuance of Capital Stock by a Restricted Subsidiary to the Company or to another Restricted Subsidiary;
and

(6) the sale or other disposition of Cash Equivalents on an arm's length basis."

"Asset Sale Offer" has the meaning ascribed to such term in Section 5.06 hereof."

"Asset Sale Offer Amount" has the meaning ascribed to such term in Section 5.06 hereof."

"Asset Sale Transaction" means any Asset Sale and, whether or not constituting an Asset Sale, (1) any sale or other disposition of Capital Stock, (2) any designation with respect to an Unrestricted Subsidiary and (3) any sale or other disposition of property or assets excluded from the definition of Asset Sale by clause (2) of that definition."

"Commodity Agreement" means any commodity or raw material futures contract, commodity or raw materials option, or any other agreement designed to protect against or manage exposure to fluctuations in commodity or raw materials prices."

"Consolidated Net Worth" means total shareholders equity minus goodwill and intangible assets, all computed in accordance with Chilean GAAP."

"Currency Agreement" means, in respect of any Person, any foreign exchange contract, currency swap agreement or other similar agreement as to which such Person is a party designed to hedge foreign currency risk of such Person."

"Deeply Subordinated Indebtedness" means all Indebtedness of the Company (1) which will not have the benefit of any negative pledge covenant, (2) the terms of which provide that, in the event that (a) an installment of interest with respect to such Indebtedness is not paid on the applicable interest payment date or (b) the principal of (or premium, if any, on) any such Indebtedness is not paid on the stated maturity or other date set for redemption, then the obligation to make such payment and such interest payment date, maturity date or other redemption date will not be a default under such Indebtedness until after the maturity date of the Securities and (3) the terms of which provide that no amount will be payable in bankruptcy, liquidation or any similar proceeding with respect to the Company until all claims of senior creditors of the Company, including without limitation the Holders, admitted in such proceeding have been satisfied."

"Financial Debt" means the aggregate amount of all indebtedness of the Company and the Restricted Subsidiaries (consolidating those entities only) determined in accordance with Chilean GAAP."

"Four Quarter Period" has the meaning ascribed to such term in the definition of "Interest Coverage Ratio"."

"Hedging Obligations" means the obligations of any Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement."

"Interest Coverage Ratio" means, for any Person as of any date of determination, the ratio of the aggregate amount of Unconsolidated EBITDA of such Person for the four most recent full fiscal quarters for which financial statements are available ending prior to the date of such determination (the "Four Quarter Period") to Unconsolidated Financial Expenses for such Person for such Four Quarter Period. For purposes of this definition, "Unconsolidated EBITDA" and "Unconsolidated Financial Expenses" will be calculated after giving effect on a *pro forma* basis as determined in the good faith judgment of the Company's Chief Financial Officer for the period of such calculation to:

(1) the Incurrence or repayment or redemption of any Indebtedness of such Person or any of its Subsidiaries (Restricted Subsidiaries in the case of the Company), and the application of the proceeds thereof, including the Incurrence of any Indebtedness, and the application of the proceeds thereof, giving rise to the need to make such determination, occurring during such Four Quarter Period or at any time subsequent to the last day of such Four Quarter Period and on or prior to such date of determination, to the extent, in the case of an Incurrence, such Indebtedness is outstanding on the date of determination, as if such Incurrence and the application of the proceeds thereof, repayment or redemption occurred on the first day of such Four Quarter Period; and

(2) any Asset Sale Transaction or Asset Acquisition by such Person or any of its Subsidiaries (Restricted Subsidiaries, in the case of the Company), including any Asset Sale Transaction or Asset Acquisition giving rise to the need to make such determination occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to such date of determination, as if such Asset Sale Transaction or Asset Acquisition occurred on the first day of the Four Quarter Period.

Furthermore, in calculating “Unconsolidated Financial Expenses” for purposes of determining the denominator (but not the numerator) of this “Interest Coverage Ratio”,

(a) interest on outstanding Indebtedness determined on a fluctuating basis as of the date of determination and which will continue to be so determined thereafter will be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on such date of determination, *provided* that any interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by Hedging Obligations, will be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements;

(b) if interest on any Indebtedness actually Incurred on such date of determination may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rates, then the interest rate in effect on such date of determination will be deemed to have been in effect during the Four Quarter Period;

(c) interest on a Capitalized Lease Obligation will be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capital Lease Obligation in accordance with Chilean GAAP; and

(d) for purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis will be computed based upon the average daily balance of such Indebtedness during the applicable period.”

““Investment” means, with respect to any person, any:

(1) direct or indirect loan or other extension of credit (including, without limitation, a guarantee) to any other person;

(2) capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) to any other person; or

(3) any purchase or acquisition by such person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by any other person.

For purposes of the Section 5.03 hereof, the Company or its Restricted Subsidiaries will be deemed to have made an “Investment” in an Unrestricted Subsidiary at the time of its Designation, which will be valued at the Company’s portion (proportionate to the sum of the Company’s and its Restricted Subsidiaries’ equity interest in such Unrestricted Subsidiary) of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time of its Designation. Any property transferred to or from an Unrestricted Subsidiary will be valued at its Fair Market Value at the time of such transfer.

If the Company or any of its Restricted Subsidiaries sells or otherwise disposes of any common stock of a Restricted Subsidiary (including any issuance and sale of Capital Stock by a Restricted Subsidiary) such that, after giving effect to any such sale or disposition, such Restricted Subsidiary would cease to be a Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to the sum of the Fair Market Value of the Capital Stock of such former Restricted Subsidiary held by the Company or any Restricted Subsidiary immediately following such sale or other disposition and the amount of any Indebtedness of such former Restricted Subsidiary guaranteed by us or any Restricted Subsidiary or owed to us or any other Restricted Subsidiary immediately following such sale or other disposition.”

““Leverage Ratio” means as of any date of determination, the ratio of the aggregate amount of Financial Debt as of such date to Unconsolidated EBITDA for the Four Quarter Period.

For purposes of this definition, “Financial Debt” will be calculated after giving effect on a *pro forma* basis as determined in the good faith judgment of the Company’s Chief Financial Officer to:

(1) the Incurrence or repayment or redemption of any Indebtedness of such Person or any of its Subsidiaries (Restricted Subsidiaries in the case of the Company), and the application of the proceeds thereof, including the Incurrence of any Indebtedness, and the application of the proceeds thereof, giving rise to the need to make such determination, occurring since the date of the most recent balance sheet; and

(2) any Asset Sale Transaction or Asset Acquisition by such Person or any of its Subsidiaries (Restricted Subsidiaries, in the case of the Company), including any Asset Sale Transaction or Asset Acquisition giving rise to the need to make such determination occurring since the date of the most recent balance sheet.

Furthermore, in calculating “Financial Debt” for purposes of determining the denominator (but not the numerator) of this “Leverage Ratio”, for purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period.

For purposes of this definition, “Unconsolidated EBITDA” will be calculated after giving effect on a *pro forma* basis as determined in the good faith judgment of the Company’s Chief Financial Officer for the period of such calculation to any Asset Sale Transaction or Asset Acquisition by such Person or any of its Subsidiaries (Restricted Subsidiaries, in the case of the Company), including any Asset Sale Transaction or Asset Acquisition giving rise to the need to make such determination occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to such date of determination, as if such Asset Sale Transaction or Asset Acquisition occurred on the first day of the Four Quarter Period.”

““Minimum Consolidated Net Worth Ratio” means as of any date of determination, the ratio of the aggregate amount of Financial Debt as of such date to Consolidated Net Worth as of such date.

For purposes of this definition, “Financial Debt” and “Consolidated Net Worth” will be calculated after giving effect on a *pro forma* basis as determined in the good faith judgment of the Company’s Chief Financial Officer to:

(1) the Incurrence or repayment or redemption of any Indebtedness of such Person or any of its Subsidiaries (Restricted Subsidiaries in the case of the Company), and the application of the proceeds thereof, including the Incurrence of any Indebtedness, and the application of the proceeds thereof, giving rise to the need to make such determination, occurring since the date of the most recent balance sheet; and

(2) any Asset Sale Transaction or Asset Acquisition by such Person or any of its Subsidiaries (Restricted Subsidiaries, in the case of the Company), including any Asset Sale Transaction or Asset Acquisition giving rise to the need to make such determination occurring since the date of the most recent balance sheet.

Furthermore, in calculating “Financial Debt” for purposes of determining the numerator (but not the denominator) of this “Leverage Ratio”, for purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis will be computed based upon the average daily balance of such Indebtedness during the applicable period.”

““Minimum Legally Required Dividend” means, for any person and any period, an amount equal to (i) 30% of such person’s annual consolidated net income, determined on a Chilean GAAP basis, if such amount is required to be paid as a dividend under the Chilean Corporations Law, or (ii) such other amount that the Chilean Corporations Law, or such other law, regulation or statute which replaces, supersedes or succeeds it, would establish in the future as the minimum dividend required to be distributed by a publicly held corporation to holders of its Capital Stock during such period.”

““Permitted Indebtedness” means, without duplication, each of the following:

- (1) Indebtedness in respect of the Securities originally issued on the Issue Date;
 - (2) other Indebtedness of the Company outstanding on the Issue Date;
 - (3) intercompany Indebtedness or Preferred Stock among the Company and any of its Restricted Subsidiaries; *provided*, that in the event that at any time any such Indebtedness ceases to be held by the Company or any Restricted Subsidiary, such Indebtedness will be deemed to be Incurred and not permitted by this clause (3) at the time such event occurs;
 - (4) Indebtedness of the Company or any Restricted Subsidiary arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds in the ordinary course of business; *provided*, that such Indebtedness is extinguished within five business days after the Company or such Restricted Subsidiary receives notice thereof;
 - (5) Indebtedness of any Restricted Subsidiary represented by letters of credit for the account of the Company or any Restricted Subsidiary in order to provide security for workers’ compensation claims, payment obligations in connection with self-insurance or similar requirements in the ordinary course of business;
 - (6) Refinancing Indebtedness in respect of Indebtedness Incurred pursuant to clause (1), (2), (6) or (7) of this definition of “Permitted Indebtedness”;
 - (7) the guarantee by the Company or a Restricted Subsidiary of Indebtedness of the Company or a Restricted Subsidiary that was permitted to be Incurred by such person under the terms of this Indenture;
 - (8) the Incurrence by the Company of any foreign exchange contract, currency swap agreement or other similar agreement or arrangement, which may include the use of derivatives, designed to protect the Company against fluctuations in currency values that are Incurred for the purpose of fixing or hedging exchange rate risk with respect to agreements or Indebtedness of the Company payable in a currency other than Chilean pesos; *provided*, that such agreements do not increase the Indebtedness of the Company outstanding at any time other than as a result of fluctuations in foreign currency exchange rates or by reason of fees, indemnities or compensation payable thereunder;
 - (9) the Incurrence by the Company of any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement designed to protect the Company against fluctuations in interest rates that are Incurred for the purpose of fixing or hedging interest rate risk with respect to agreements or Indebtedness of the Company; *provided*, that such agreements do not increase the Indebtedness of the Company outstanding at any time other than as a result of fluctuations in interest rates or by reason of fees, indemnities or compensation payable thereunder;
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(10) the Incurrence of Indebtedness by the Company, to the extent the net proceeds thereof are promptly (A) used to purchase the Securities pursuant to a Change of Control Offer or (B) deposited to defease the Securities pursuant to Section 9.01 hereof;

(11) Deeply Subordinated Indebtedness; and

(12) the Incurrence by the Company or any Restricted Subsidiary of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Refinancing Indebtedness Incurred to refund, refinance or replace any Indebtedness Incurred pursuant to this clause (12), not to exceed US\$10.0 million.”

““Permitted Investment” means, without duplication, each of the following:

(1) an Investment by the Company or any Restricted Subsidiary in the Company, a Restricted Subsidiary or a person that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) an Investment by the Company or any Restricted Subsidiary in another person if as a result of such Investment such other person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, the Company or a Restricted Subsidiary;

(3) (a) Cash Equivalents, (b) time deposits or certificates of deposit of a Chilean bank (other than any affiliate of the Company), the commercial paper or other short-term unsecured debt obligations of which (or, in the case of a bank that is the principal subsidiary of a holding company, of such holding company) are rated N1+ by the Chilean risk classification agencies and which matures within 90 days and (c) commercial paper of a Chilean issuer (other than any affiliate of the Company) the long-term unsecured debt obligations of which are rated AA by the Chilean risk classification agencies and which matures within 90 days;

(4) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(5) stock, obligations or securities received in satisfaction of judgments;

(6) stock, obligations or securities received in satisfaction of any debts owing to the Company or any Restricted Subsidiary, other than any stock, obligations or securities of any affiliate of the Company;

(7) any Investment by the Company or any Restricted Subsidiary in any person to the extent such Investment represents the non-cash or non-Cash Equivalent portion of the consideration received for an Asset Sale made in compliance with Section 5.06 hereof;

(8) Investments which are made exclusively with Capital Stock of the Company (other than Disqualified Capital Stock);

(9) any Indebtedness permitted pursuant to clauses (8) and (9) of the definition of Permitted Indebtedness; and

(10) any Investment by the Company in SQM out of the proceeds of the sale of the Securities.”

““Permitted Lien” means:

(1) Liens in favor of the Company or another Restricted Subsidiary that secure Indebtedness of a Restricted Subsidiary or the Company;

(2) Liens over any property existing at the time of the acquisition of such property by the Company or any of its Restricted Subsidiaries and not created in connection with such acquisition;

(3) Liens in existence on the Issue Date; *provided*, however, that on or after 180 days after the Issue Date, any of such Liens, or any extension, renewal or replacement of such Liens as described in clause (7) hereof, will cease to be a “Permitted Lien”;

(4) Liens for taxes, assessments, and governmental charges or claims that are not more than 30 days past due (including all relevant extensions), other than taxes, assessments, charges and claims that are being contested in good faith in appropriate proceedings;

(5) Liens imposed by law on property of the Company, arising in the ordinary course of business and securing payment of obligations that are not more than 30 days past due, other than obligations that are being contested in good faith in appropriate proceedings;

(6) Liens in favor of the holders of the Notes over the Interest Reserve Account or the SQM Pledged Shares; and

(7) any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Lien referred to in the foregoing clauses (1), (2) or (3), inclusive of any Indebtedness secured thereby, *provided* that the principal amount of Indebtedness so secured thereby will not exceed the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement and that such extension, renewal or replacement Lien will be limited to all or part of the property which secured the Lien extended, renewed or replaced (plus improvements on or additions to such property).”

““Permitted Payment” has the meaning ascribed to such term in Section 5.03 hereof.”

““Qualified Capital Stock” means any Capital Stock that is not Disqualified Capital Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Capital Stock that are not convertible into or exchangeable into Disqualified Capital Stock.”

““Refinancing Indebtedness” means, with respect to any security or Indebtedness of the Company or a Restricted Subsidiary, any refinancing, extension, renewal, refund, repayment, redemption, defeasance or retirement of, or issuance of a security or Indebtedness in exchange or replacement for (a “Refinancing”), such security or Indebtedness in whole or in part, to the extent such Refinancing does not:

(1) result in an increase in the aggregate principal amount of the Indebtedness of such person as of the date of such proposed Refinancing (plus the amount of any premium required to be paid under the terms of the instrument governing the Indebtedness subject to Refinancing and plus the amount of reasonable expenses incurred by such person in connection with such Refinancing); or

(2) create Indebtedness with (a) a Weighted Average Life to Maturity that is less than the Weighted Average Life to Maturity of the Indebtedness subject to Refinancing or (b) a final maturity earlier than the final maturity of the Indebtedness subject to Refinancing; *provided*, that (i) if such Indebtedness subject to Refinancing is Indebtedness of the Company, then such Refinancing Indebtedness will be Indebtedness of the Company, (ii) if such Indebtedness subject to Refinancing is Indebtedness of any Restricted Subsidiary, then such Refinancing Indebtedness will be Indebtedness of a Restricted Subsidiary and (iii) if such Indebtedness subject to Refinancing is Subordinated Indebtedness, then such Refinancing Indebtedness will be subordinate to the Securities at least to the same extent and in the same manner as the Indebtedness being Refinanced.”

““Restricted Payment” has the meaning ascribed to such term in Section 5.03 hereof.”

““Subordinated Indebtedness” means any Indebtedness that is expressly subordinated in right of payment to the Securities.”

““Unconsolidated EBITDA” means, for any Person for any period, dividends received minus unconsolidated administrative and selling expenses, calculated on an unconsolidated basis in accordance with Chilean GAAP.”

““Unconsolidated Financial Expenses” means, for any Person for any period, the sum, without duplication, calculated on an unconsolidated basis in accordance with Chilean GAAP of:

(1) Unconsolidated Interest Expense for such Person for such period, plus

(2) the amount of all cash and non-cash dividend payments on any series of Preferred Stock or Disqualified Capital Stock of such Person (other than dividends paid in Qualified Capital Stock) paid, accrued or scheduled to be paid or accrued during such period.”

““Unconsolidated Interest Expense” means, for any Person for any period, the sum of, without duplication determined on an unconsolidated basis in accordance with Chilean GAAP:

(1) the aggregate of cash and non cash interest expense of such Person for such period determined on an unconsolidated basis in accordance with Chilean GAAP, including, without limitation (whether or not interest expense in accordance with Chilean GAAP):

(a) any amortization or accretion of debt discount or any interest paid on Indebtedness of such Person in the form of additional Indebtedness (but excluding any amortization of deferred financing and debt issuance costs),

(b) the net costs under Hedging Obligations (but excluding amortization of fees),

(c) commissions, discounts and other fees and charges Incurred in respect of letters of credit or bankers’ acceptances, and

(d) any interest expense paid in respect of Indebtedness of another Person that is Guaranteed by such Person or secured by a Lien on the assets of such Person; and

(2) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person during such period.”

““Yara International” means Yara International ASA, a corporation formed under the laws of the Kingdom of Norway.”

(b) The definition of “Additional Securities” in Section 1.01 of the Indenture is hereby amended and restated in its entirety to read as follows:

““Additional Securities” means, subject to the Company’s compliance with Section 5.15 hereof, 7.75% Senior Secured Notes due 2022, having identical terms and conditions as the Securities, issued from time to time after the Issue Date under the terms of this Indenture (other than pursuant to Section 2.07, 2.08 and 2.10 this Indenture).”

(c) The definition of “Existing Investors” in Section 1.01 of the Indenture is hereby amended and restated in its entirety to read as follows:

““Existing Investors” means Julio Ponce Lerou, any member of his immediate family, and any of his or their legal heirs (or similar legal successors upon death).”

(d) The definition of “Unrestricted Subsidiary” in Section 1.01 of the Indenture is hereby amended and restated in its entirety to read as follows:

““Unrestricted Subsidiary” means (a) any subsidiary of an Unrestricted Subsidiary, (b) SQM and (c) any future subsidiary of the Company that is designated by the Board of Directors of the Company as an Unrestricted Subsidiary pursuant to a board resolution (a “Designation”), but only to the extent that such subsidiary:

- (1) has no Indebtedness other than Non-Recourse Debt;
- (2) is not a party to any agreement, contract or understanding with the Company or any Restricted Subsidiary;

and

(3) is a person with respect to which neither the Company nor any Restricted Subsidiary has any direct or indirect obligation (A) to subscribe for additional Capital Stock or (B) to maintain or preserve such person’s financial condition or to cause such person to achieve any specified levels of operating results.

Any such Designation will be evidenced to the Trustee by filing with the Trustee a certified copy of the board resolution giving effect to such Designation and an officer’s certificate certifying that such Designation complied with the foregoing conditions. If, at any time, any Unrestricted Subsidiary which has been Designated as such pursuant to clause (c) above (or which is the subsidiary of such an Unrestricted Subsidiary) would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary and any Indebtedness and any Liens of such Subsidiary will be deemed to be Incurred by a Restricted Subsidiary as of such date (and, if such Indebtedness or such Liens are not permitted to be Incurred as of such date, the Company will be in default under the terms of this Indenture).”

Section 2.02. Amendments to Certain Provisions of Article V.

- (a) Sections 5.02, 5.03, 5.04, 5.05 and 5.06 of the Indenture will be eliminated therefrom.
- (b) The following Section 5.16 will be added to the Indenture:

“Section 5.16. Negative Pledge.

The Company will own and maintain, at all times, Series A or Series B shares of SQM with a Fair Market Value of not less than US\$100.0 million, free and clear of any Lien and reserved for the Company to pledge to the Trustee for the benefit of the Holders of the Securities pursuant to the Share Pledge Agreement so that the Fair Market Value of all of the Series A and Series B shares of SQM pledged to the Trustee for the benefit of the Holders of the Securities will be at least equal to 3.0 times the principal amount of the Securities outstanding.”

Section 2.03. Amendments to Certain Provisions of Article VI.

- (a) Section 6.01(b) of the Indenture will be eliminated therefrom.
- (b) The following part of Section 6.01 of the Indenture will be eliminated therefrom:

“The provisions of clause (b) above will not apply to:

- (1) any transfer of the properties or assets of a Restricted Subsidiary to the Company or to a wholly owned Restricted Subsidiary;
- (2) any merger of a Restricted Subsidiary into the Company; and
- (3) any merger of the Company into a wholly owned Restricted Subsidiary created for the purpose of holding the Company’s Capital Stock,

so long as, in each case, the Indebtedness of the Company and that of its Restricted Subsidiaries is not increased thereby.”

Section 2.04. Amendments to Certain Provisions of Article VII. Section 7.01(12) of the Indenture will be eliminated therefrom.

Section 2.05. Amendments to Certain Provisions of Article VIII. Section 8.06 is hereby amended and restated in its entirety to read as follows:

“Section 8.06. Reports by Trustee to Holders. As promptly as practicable beginning May 1, 2007 and in any event prior to July 1 in each year, the Trustee shall mail to each Securityholder a brief report that complies with TIA § 313(a), but only if required under such section. The Trustee shall also comply with TIA § 313(b).

A copy of each report at the time of its mailing to Securityholders shall be filed with the Commission and each stock exchange (if any) on which the Securities are listed. The Company agrees to notify promptly the Trustee whenever the Securities become listed on any stock exchange and of any delisting thereof.”

Section 2.06. Amendments to Certain Provisions of Article IX. Section 9.01(c) is hereby amended and restated in its entirety as follows:

“(c) Upon the Company’s exercise under Section 9.01 hereof of the option applicable to this Section 9.01(c), the Company will, subject to the satisfaction of the conditions set forth in Section 9.02 hereof, be released from each of its obligations under the covenants contained in Sections 5.07, 5.08, 5.09, 5.10, 5.11, 5.12 and 5.13 hereof with respect to the outstanding Securities on and after the date the conditions set forth in Section 9.02 hereof are satisfied (hereinafter, “Covenant Defeasance”), and the Securities will thereafter be deemed not “outstanding” for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed “outstanding” for all other purposes hereunder (in being understood that such Securities will not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Securities, the Company may omit to comply with and will have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply will not constitute a Default or an Event of Default under Section 7.01 hereof, but, except as specified above, the remainder of this Indenture and such Securities will be unaffected thereby. In addition, upon the Company’s exercise under Section 9.01 hereof of the option applicable to this Section 9.01(c), subject to the satisfaction of the conditions set forth in Section 9.02 hereof, Sections 7.01(3) and (4) hereof will not constitute Events of Default.”

ARTICLE III

MISCELLANEOUS

Section 3.01. Effective Date. This Second Supplemental Indenture shall become effective upon execution and delivery hereof.

Section 3.02. Counterparts. This Second Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Second Supplemental Indenture by telecopier shall be effective as delivery of a manually executed counterpart of this Second Supplemental Indenture.

Section 3.03. Acceptance. The Trustee accepts the Indenture, as supplemented by this Second Supplemental Indenture, and agrees to perform the same upon the terms and conditions set forth therein as so supplemented. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution hereof by the Company or the Luxembourg Agent or for or in respect of the recitals contained herein, all of which are made solely by the Company and the Luxembourg Agent.

Section 3.04. Successors and Assigns. All covenants and agreements in this Second Supplemental Indenture by the Company, the Luxembourg Agent or the Trustee shall bind its respective successors and assigns, whether so expressed or not.

Section 3.05. Severability. In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.06. Governing Law. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.07. Incorporation into Indenture. All provisions of this Second Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture; and the Indenture, as amended and supplemented by this Second Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.08. Notices. All notices, instructions, directions, requests and demands delivered in connection herewith shall be made according to Section 13.02 of the Indenture.

IN WITNESS WHEREOF, the parties have caused this Second Supplemental Indenture to be duly executed, all as of the date first above written.

**SOCIEDAD DE INVERSIONES PAMPA
CALICHERA S.A., as Issuer**

By: _____
Name:
Title:

**DEUTSCHE BANK COMPANY AMERICAS, as
Trustee**

By: _____
Name:
Title:

By: _____
Name:
Title:

**DEUTSCHE BANK LUXEMBOURG S.A., as
Luxembourg Paying Agent and Listing Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

LETTER AGREEMENT

April 17, 2017

Ladies and Gentlemen:

This letter agreement ("Agreement") is entered into by the subsidiaries of Potash Corporation of Saskatchewan Inc. ("PCS") set forth on the signature pages hereto (the "PCS Shareholders"), the entities designated on the signature pages hereto as the "Cascadas Shareholders" (the "Cascadas Shareholders") and the entities designated on the signature pages hereto as the "Kowa Shareholders" (the "Kowa Shareholders"), each in their capacities as shareholders of Sociedad Química y Minera de Chile S.A. ("SQM"). The Cascadas Shareholders, the Kowa Shareholders and the PCS Shareholders are referred to herein as the "Parties".

Each of the Parties agrees as follows:

1. Overall Governance. The business and affairs of SQM will be managed by its management under the direction of the SQM Board, and not by the Parties. Nothing herein will limit the powers or authority of the SQM Board or management, including as to matters that are the subject matter of this Agreement, or give any of the Parties the right or power to direct the SQM Board or management to take or not to take any action.
2. Dividend Policy. Each of the Parties (a) acknowledges and agrees that the dividend policy set forth on Exhibit A (the "Dividend Policy") is in the best interests of all shareholders of SQM and (b) will take all actions available to it to cause the SQM Board, including any applicable committee thereof, to adopt and comply with the Dividend Policy from and after the date of this Agreement for the entire term of this Agreement.
3. Casting Vote. Notwithstanding anything to the contrary in the Organizational Documents or applicable law, each of the Parties will take all actions available to it to cause SQM to ensure that (a) no matter is approved by the Board of Directors of SQM (the "SQM Board") unless it is affirmatively approved by at least five of the members of the SQM Board and (b) the Chairman of the SQM Board does not exercise a casting vote. Any of the Cascadas Shareholders, the Kowa Shareholders or the PCS Shareholders may terminate the foregoing provisions upon 30 days' prior written notice after the expiration of the SQM Board Term. For purposes of this Agreement, (1) the "SQM Board Term" means the period in which the SQM Board, as elected at SQM's 2017 annual meeting of shareholders, with the replacements, if any, that the SQM Board may appoint from time to time, serves as such until election by SQM shareholders of the entire SQM Board at a subsequent annual meeting of SQM shareholders, but not less than 12 months from the date of such meeting, and (2) "Organizational Documents" means the certificate of incorporation (*escritura de constitución*), certificate of existence and legal representation (*certificado de existencia y representación legal*), Bylaws (*estatutos*) or any other similar organizational documents of SQM.
4. SQM Board Successors. In the event that any member of the SQM Board elected by the Class A shareholders ceases to serve as such for any reason (whether by his resignation, removal, disability, death or otherwise) each of the Parties will take all actions available to it to cause the SQM Board to elect his or her successor (or any future successor that is nominated by another SQM Board member) in accordance with the recommendation of the same Party that elected the SQM Board member that ceased to be a member. In the event that the member of the SQM Board elected by the Class B shareholders ceases to serve as such for any reason (whether by his resignation, failure to be re-elected, removal, disability, death or otherwise) (a) none of the Cascadas Shareholders nor the Kowa Shareholders will vote any SQM shares or take any other action that affects the election of his successor or any future successor (the "Class B Successor")

and (b) each of the Cascadas Shareholders and the Kowa Shareholders will take all actions available to it to ensure that the SQM Board does not approve any Class B Successor whose election was not approved by majority vote of the Class B shares (excluding any shares beneficially owned by any Cascadas Shareholder or Kowa Shareholder or as to which any Cascadas Shareholder or Kowa Shareholder has a proxy or exercises any voting control) or by the PCS Shareholders, as the case may be.

5. Further Assurances. In addition to other remedies, including specific performance (without the requirement of posting a bond or other form of assurance) or other equitable relief, as well as damages, in the event that the SQM Board takes action that is inconsistent with the expectations expressed in this Agreement, each of the Parties will take all actions available to it to remedy the situation, including, without limitation, reconstituting the Board, causing the removal of any member of the SQM Board who does not act in accordance with this Agreement and replacing such member of the SQM Board with one who will so comply, the Parties acknowledging that each of the Parties that first elected such removed member of the SQM Board will select his or her replacement. In addition, each of the Cascadas Shareholders, the Kowa Shareholders, and the PCS Shareholders will cooperate with each other, at the request of any other Party, to execute and deliver any other instruments or documents and take all such further action as any other Party may reasonably request in order to evidence or effectuate the consummation of the events contemplated hereby and to otherwise carry out the intent of the Parties under this Agreement. To the extent permitted by applicable law, in the event there is any conflict between the Organizational Documents and this Agreement, as among the Parties, this Agreement will prevail.
 6. Disclaimer. Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, that may have related to the subject matter hereof in any way. Without limitation, the Parties have no agreement, arrangement or understanding except as expressly set forth herein and agree that (a) this Agreement does not constitute a voting agreement nor an *acuerdo de actuación conjunta* under the *Ley de Mercado de Valores* of the Republic of Chile and (b) the Parties are not acting as a “group” within the meaning of Rule 13d-5 under the United States Securities Exchange Act of 1934, as amended, nor as a *grupo controlador* under the *Ley de Mercado de Valores* of the Republic of Chile.
 7. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach, default or noncompliance by another Party, will impair any such right, power or remedy, nor will it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach, default or noncompliance under this Agreement or any waiver on such Party's part of any provisions or conditions of this Agreement, must be in writing and signed by the Parties, or by email by an authorized agent, granting the waiver and will be effective only to the extent specifically set forth in such communication. All remedies will be cumulative and not alternative.
 8. Term. The Agreement will become effective as of the date hereof upon execution and continue in full force and effect during the SQM Board Term and such time thereafter until terminated by any of the PCS Shareholders, the Kowa Shareholders or the Cascadas Shareholders, as the case may be, upon 30 days prior written notice given to the other Parties after the expiration of the SQM Board Term.
 9. Language; Titles. This agreement is in the English language and will not be translated unless required by any competent governmental authority. In such event, the English version of this agreement will prevail. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
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10. Successors and Assigns. This Agreement will bind and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns, including any transferee of SQM stock.
11. Governing Law; Jurisdiction.
- A. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES (EXCEPT THAT SUCH CORPORATE ACTIONS, DECISIONS AND ACTIVITIES TO BE CONDUCTED AND ADOPTED BY THE CORPORATE BODIES OF SQM WILL BE GOVERNED BY THE MANDATORY RULES STATED FOR SUCH ACTIONS, DECISIONS AND ACTIVITIES UNDER CHILEAN LAW).
- B. Each of the Parties irrevocably agrees that all disputes, controversies or claims arising out of or in connection with this Agreement will be finally settled by international arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") by three arbitrators. Within 30 days of receiving notice of any dispute, controversy or claim arising out of or in connection with this Agreement, each of the PCS Shareholders, the Kowa Shareholders and the Cascadas Shareholders irrevocably agrees that they will in good faith attempt to agree on arbitrators who are qualified in New York Law. In the event the Parties cannot agree on arbitrators within such 30-day period, then the arbitrators will be appointed in accordance with the ICC Rules. The place of arbitration will be New York, New York. The language of the arbitration will be English. The arbitral award will be final and binding on the Parties, not subject to appeal, and enforceable in accordance with its terms. The Parties agree that by submitting the dispute, controversy or claim to arbitration under the ICC Rules, the Parties undertake to implement any final award rendered by the arbitral tribunal without delay and that the prevailing Parties will be entitled to have the final award enforced in any applicable court. The arbitration costs will be borne by the losing party (or parties) or such other party (or parties) as designated by the arbitrator or arbitral panel (as applicable). In case it is necessary for one or more parties to the dispute to enforce the arbitral award through any type of court proceedings, the other party (or parties) to the dispute will bear all reasonable costs, expenses and attorney fees including any extra court fees or arbitration fees.
- C. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LIABILITY TO THE EXTENT ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (1) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION OR LIABILITY, SEEK TO ENFORCE THE FOREGOING WAIVER AND (2) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10(c).
- D. The foregoing, and any other provisions of this Agreement, do not affect the respective rights and obligations of the Parties or their respective affiliates in respect of any other matter, whether arising prior to or after the date of this Agreement.
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. This Agreement may be executed by facsimile or electronic mail signature(s).
13. Notices. All notices and other communications hereunder will be in writing and will be deemed duly given to the Party to whom the same is delivered by email or facsimile transmission at the address and with contact information set forth on the signature pages hereto (or at such other address and contact information for a Party as will be specified by notice by such Party to the other Parties).

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us a countersigned copy of this letter, which will thereupon constitute a binding agreement as of the date first written above.

PCS SHAREHOLDERS:

INVERSIONES EL BOLDO LIMITADA

By: _____
Name: Jose Maria Eyzaguirre B.
Title: Attorney-in-Fact

Av. Apoquindo 3721, piso 12
comuna de Las Condes
Santiago, Republic of Chile
Email: wayne.brownlee@potashcorp.com
jmeyszaguirre@claro.cl
Attention: Wayne Brownlee
Jose Maria Eyzaguirre B.

INVERSIONES RAC CHILE LIMITADA

By: _____
Name: Jose Maria Eyzaguirre B.
Title: Attorney-in-Fact

Av. Apoquindo 3721, piso 12
comuna de Las Condes
Santiago, Republic of Chile
Email: wayne.brownlee@potashcorp.com
jmeyszaguirre@claro.cl
Attention: Wayne Brownlee
Jose Maria Eyzaguirre B.

INVERSIONES PCS CHILE LIMITADA

By: _____
Name: Jose Maria Eyzaguirre B.
Title: Attorney-in-Fact

Av. Apoquindo 3721, piso 12
comuna de Las Condes
Santiago, Republic of Chile
Email: wayne.brownlee@potashcorp.com
jmeyszaguirre@claro.cl
Attention: Wayne Brownlee
Jose Maria Eyzaguirre B.

Acknowledged and Agreed as of the date first written above:

CASCADAS SHAREHOLDERS:

SOCIEDAD DE INVERSIONES PAMPA CALICHERA S.A.

By: _____
Name: Patricio Contesse Fica
Title: Executive Director

El Trovador 4285, piso 11
comuna de Las Condes
Santiago, Republic of Chile
Email: pcontesse@calichera.cl
Attention: soddo@oddoycia.cl

POTASIOS DE CHILE S.A.

By: _____
Name: Patricio Contesse Fica
Title: Executive Director

El Trovador 4285, piso 11
comuna de Las Condes
Santiago, Republic of Chile
Email: pcontesse@calichera.cl
Attention: soddo@oddoycia.cl

INVERSIONES GLOBAL MINING CHILE LIMITADA

By: _____
Name: Ricardo Moreno Moreno
Title: General Manager

El Trovador 4285, piso 11
comuna de Las Condes
Santiago, Republic of Chile
Email: ricardo.moreno@calichera.cl
Attention: soddo@oddoycia.cl

Acknowledged and Agreed as of the date first written above

KOWA SHAREHOLDERS:

KOWA COMPANY LTD.

By: _____
Name: Yoshihito Hata
Title: Legal Representative

Avenida Apoquindo 3472, oficina 1201
comuna de Las Condes
Santiago, República de Chile
Email: y-hata@kochi.cl
Attention: o-iwasa@kowa.co.jp

INVERSIONES LA ESPERANZA (CHILE) LIMITADA

By: _____
Name: Yoshihito Hata
Title: General Manager

Avenida Apoquindo 3472, oficina 1201
comuna de Las Condes
Santiago, República de Chile
Email: y-hata@kochi.cl
Attention: o-iwasa@kowa.co.jp

KOCHI S.A.

By: _____
Name: Yoshihito Hata
Title: General Manager

Avenida Apoquindo 3472, oficina 1201
comuna de Las Condes
Santiago, República de Chile
Email: y-hata@kochi.cl
Attention: o-iwasa@kowa.co.jp

LA ESPERANZA DELAWARE CORPORATION

By: _____
Name: Yoshihito Hata
Title: Legal Representative

Avenida Apoquindo 3472, oficina 1201
comuna de Las Condes
Santiago, República de Chile
Email: y-hata@kochi.cl
Attention: o-iwasa@kowa.co.jp



Exhibit A:

DIVIDEND POLICY FOR BUSINESS YEAR 2017

SOCIEDAD QUÍMICA Y MINERA DE CHILE S.A.

Pursuant to Bulletin N° 687 of the Chilean Superintendence of Securities and Insurance (*Superintendencia de Valores y Seguros*) of February 13, 1987, the Board of Directors of Sociedad Química y Minera de Chile S.A. ("SQM" or the "Company") agrees to inform at the ordinary shareholders' meeting, which is to be held on April 28, 2017, the following 2017 dividend policy:

The dividend policy sets out to distribute the net income obtained from the operations of SQM to its shareholders, while fulfilling its financial commitments, its obligations to the investment and finance policy approved at the ordinary shareholders' meeting, and its investment plans approved by the Board of Directors.

Notwithstanding the obligation to inform a dividend policy in each ordinary shareholders' meeting, in the best interest of SQM and all its shareholders, the Board of Directors has agreed to inform a dividend policy that it expects will be maintained during at least the next three years.

The 2017 dividend policy that the Board expects to be repeated during at least the next three business years, is as follows:

- a) Distribute and pay, as a final dividend (*dividendo definitivo*) and in favor of the respective shareholders, a percentage of the net income that shall be determined per the following financial parameters:
 - (i) 100% of the 2017 net income, when the following financial parameters are met: (a) that the total sum of cash and cash equivalent, other current financial assets ("Cash") divided by the total sum of the current financial liabilities ("Current Financial Liabilities") is equal to or exceeds 2.5 times, and (b) the total sum of the current liabilities and the non-current liabilities ("Total Liabilities") divided by the total sum of the equity ("Equity") is equal to or lower than 1.1 times.
 - (ii) 80% of the 2017 net income when the following financial parameters are met: (a) that Cash divided by Current Financial Liabilities is equal to or exceeds 2.0 times, and (b) Total Liabilities divided by Equity is equal to or lower than 1.2 times.
 - (iii) 60% of the 2017 net income when the following financial parameters are met: (a) that Cash divided by Current Financial Liabilities is equal to or exceeds 1.5 times, and (b) Total Liabilities divided by Equity is equal to or lower than 1.3 times.

If none of the foregoing financial parameters are met, the Company shall distribute and pay, as a final dividend, and in favor of the respective shareholders, 50% of the 2017 net income.

- b) Distribute and pay, if possible and during 2017, three interim dividends (*dividendos provisorios*) that will be charged against the aforementioned final dividend. These interim dividends shall likely be paid during the month following the approval of the March, June, and September 2017 interim financial statements, respectively. Its amounts shall be calculated as follows:
 - (i) For the interim dividends that will be charged to the accumulated net income reflected in the March 2017 interim financial statements, the percentage distributed shall be determined per the financial parameters expressed in letter a) above.

- (ii) For the interim dividends that will be charged to the accumulated net income reflected in the June 2017 interim financial statements, the percentage distributed shall be determined per the financial parameters expressed in letter a) above, discounting the total amount of interim dividends previously distributed during 2017.
 - (iii) For the interim dividends that will be charged to the accumulated net income reflected in the September 2017 interim financial statements, the percentage distributed shall be determined per the financial parameters expressed in letter a) above, discounting the total amount of interim dividends previously distributed during 2017.
- c) The amount of the interim dividends mentioned above may vary, pursuant to the information available to the Board of Directors on the date on which it agrees to the distribution of said dividends given that the dividend will not materially or negatively affect SQM's capacity to impact its investments, fulfill its liabilities, or in general, comply with the investment and finance policy approved at the ordinary shareholders' meeting.
 - d) At the ordinary shareholders meeting that will be held in 2018, the Board of Directors shall propose a final dividend pursuant to the financial parameters expressed in letter a) above, discounting the total amount of the interim dividends previously distributed during 2017.
 - e) If there is an excess of net income in 2017, this may be retained and assigned or allocated for financing its own operations, to one or more investment projects of the Company, notwithstanding a future distribution of potential dividends (*dividendos eventuales*) charged to the accumulated net income previously approved at the shareholders' meeting, or the possible and future capitalization of all or part of the latter.
 - f) The Board of Directors does not consider the payment of additional dividends (*dividendos adicionales*).

It is expressly stated that the dividend policy described above corresponds to the intention of the Board of Directors, and the compliance of it shall depend on the net income that the Company ultimately obtains, as well as the results of periodic projections that could impact the Company, or to the existence of determined conditions that may affect it, as applicable. If the dividend policy exposed by the Board of Directors suffers a substantial change, the Company must communicate it as an essential fact (*hecho esencial*) to the SVS.
