

Mining 2011 – Argentina

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1. Provide an overview of the mining industry in your country. What significance does the mining industry have as a component of the national economy?

Since the early 1990s, as a consequence of a new mining policy enacted in Argentina, foreign companies active in the mining industry started to consider Argentina as an investment target. This trend has continued ever since, but with different degrees of intensity due to internal (political, economic and provincial legislation) and international (metal prices and the economic crisis) factors. According to official estimations, the mining industry represented for 2008 approximately a 3.77 per cent of GDP, while for the first trimester of 2010 the figure would be in the range of 3.71 per cent.

Argentina still offers large areas that have not yet been explored and possess a wide range of minerals, including metals and industrial minerals, etc, and it is expected that the mining sector will continue to grow and become one of the most relevant sectors for the economy. Therefore, there needs to be a well-established legal framework for mining activity at the national level, which also needs to be integrated with provincial regulations – these generally have not been very favourable to the industry in the past few years.

General and international trends must also be noted. For example, nowadays national governments (and Argentina is no exception) are requesting to have a more important share in the gains of mining projects, through new taxes eg, the export tax, increases in royalties, etc. This has led to ongoing negotiations between the mining companies and the governments at different levels and is an important challenge faced by the industry.

2. Describe the legal and regulatory framework. What laws establish and grant authority to the mining authorities?

Mining regulations in Argentina are mainly established in the Argentine Mining Code (AMC), although others may be found in local procedure laws and some special federal laws. Specifically, the AMC governs the rights, obligations and procedures referring to the exploration, exploitation and use of mineral substances. These regulations create the legal framework of the relations between the state and whoever will develop any kind of mining activities (through an exploration permit or concession).

Said regulations also govern the relationship between those who develop the activities with third parties when rights have been granted in their favour, or in any joint venture established in order to perform mining activities, or if such activity may harm a third-party interest.

It is important to clarify that the original ownership of mines is vested in the Argentine state, this is, the mines are in the public domain. The state (mostly the relevant provincial state) grants those interested in mining exploration and exploitation the so-called right of ‘mining property’, and the granting of this right involves a legal concession, but the mines remain in the domain of the state. The original public domain pre-exists the mining property granted, co-exists during the concession and subsists, and still remains even after the concession becomes void.

In return for the exploitation of the mine, the concessionaire will pay to the federal or provincial state (it is almost always the provincial state) a royalty that will be determined by local regulations corresponding to the province where the deposit is located.

3. Describe the investment regime applicable to foreign company involvement in mining projects.

As of 1992, the Argentine federal government decided to promote investments in the mining sector. In this sense, Law 24,196 (and amendments) (Mining Investments Law) provides for important tax benefits and has proven to be very relevant and useful for developing mining projects, particularly large-scale projects.

The main benefit of the law is the tax stability regime which means that companies covered by these regulations may not have their overall tax obligations, as determined at the time of presentation of the feasibility report, affected by reason of tax modifications, regardless of their denomination and whether they have been made at a national, provincial or municipal level (provided provinces and municipalities have adhered to this law).

Exchange and customs duties regulations are likewise included in the law (except for exchange rate reimbursements and refunding of taxes as a result of exports which are ruled by different specific laws). Value-added tax has been excluded from tax stability.

Stability shall be in force over a 30-year period, as from the date of filing of the feasibility report. Any alteration to the tax stability benefit shall entitle the registered damaged persons or entities to file claims before the national and provincial authorities (as applicable), such persons having the right to request co-participation funds to be withheld in such amount as it would be necessary to return all overpaid amounts to the damaged party.

The mining secretary shall issue a certificate stating all national, provincial and municipal taxes, contributions and rates applicable to the project that are in force at the time of the filing the feasibility report. Such information shall also be forwarded to the respective tax authorities.

In addition, provinces that adhere to these regulations may not receive royalties amounting to over 3 per cent of the pithead value of the mineral obtained.

As an additional element to the Mining Investments Law regime, we have to note Decree 753, which was enacted as a consequence of the exchange control regulations that started to be put into place in Argentina after 2001, where in order to allow the payment of loans abroad with the project's proceeds, such funds were not required to be repatriated to Argentina.

4. Is your country a party to international investment treaties applicable to mining projects undertaken or sponsored by foreign companies?

The Argentine Constitution recognises foreigners, granting them the same rights as native citizens, and the Foreign Investments Act (No. 21,382) gives equal treatment to foreign and domestic investments (national treatment).

Argentina is party to several bilateral and multilateral agreements. Argentina has subscribed to 58 bilateral investment treaties for the reciprocal protection and promotion of investments (BITs), which recognise fair and equitable treatment of investments by nationals and companies of one party in the territory of the other party. Investment disputes under these agreements shall initially be solved through consultation and negotiation, but if the dispute cannot be settled amicably, the national or company concerned may choose to submit the dispute: for resolution in the courts or administrative tribunals of the party that is a party to the dispute; or for settlement by binding arbitration either at the International Centre for the Settlement of Investment Disputes established by the Convention on the Settlement of Investment Disputes between states and National of other states, Washington, DC, 18 March 1965 (ICSID Convention); or in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

Additionally, Argentina has been a member of the World Trade Organization (WTO) since 1995, has participated as an observer to the Investment Committee of the Organization for Economic Cooperation and Development (OECD) since 1996, and is a member of the Multilateral Investment Guarantee Agency (MIGA).

5. What in general terms is the mining exploration and exploitation permit or concession regime? What is the licensing regime?

The mining property is subject to certain conditions. First, it is subject to a suspensive condition, meaning that the concession must be registered; once this requirement has been met, the condition becomes resolutive, operating the concession's termination in case of lack of payment of the mining fee (canon), or for non-performance of the investments to be made.

In order to obtain rights over a mining property a formal concession must be obtained. An application must be submitted to the Register of Mines of the relevant Provincial Mining Bureau or Mining Court containing the data required by the AMC. An application must be filed for the measurement of the claims, which must be duly published and the adjoining owners notified. If no objection is presented, the measurement is made by a government official accompanied by an officially appointed engineer, the registry of mines, and a representative or an expert named by any interested party if so desired. A record is prepared of all the proceedings which is signed by the government's representative, the parties and the engineer, and certified as authentic by the registry. It is then recorded and a copy is given to the applicant as evidence of his title. The main steps to take in order to obtain mining rights are:

- exploration or survey permit;
- manifest of discovery;
- record of the discovery;
- publicity of the proceeding: notices to land owners;
- 'labour legal' (specific site evidence that the mining authority needs to receive in order to verify the existence of a mine);
- measurement and determination of boundaries of the mine;
- record of the measurement; and
- title for the mining property.

After these steps are taken the legal concession is completed. To clarify Argentina's legal system, it must be noted that the 'concession' is the legal act by which the state grants the mining property; this includes all the rights necessary to commence the mining activities regarding the mine. In connection with the maintenance of the mining property rights see question 10.

6. What types of duties, royalties and taxes must be paid by the mining project company as a condition to obtaining or continuing a mining concession? What remedial actions are available to the granting authority when such levies are unpaid?

The main duties to which a mining concession is subject are the mining fee and the royalty payment. In this regard, and as mentioned in question 10, the lack of payment of the mining fee could give grounds to the authority for the termination of the mining concession even though this would not apply automatically and prior notice has to be given to the concessionaire. Since this obligation is of such relevance in mining financings, creditors are usually granted the faculty by the concessionaire to be able to step in and cure in lieu of the mining company if a lack of payment of the mining fee has taken place.

According to the Mining Investments Law, royalties are set at a maximum rate of 3 per cent and are ruled by provincial regulations. Most of these regulations provide for special fiscal foreclosure proceedings to demand the lack of payment of the applicable royalty. The chart below indicates the current fees and rates for mining fee and royalties.

Mining fee	
(canon)AMC	
Section 213	
Resolution SICyM 60/02	
1st category and 2nd category of mines as ruled by section 186	
US\$80 per claim per year	
Other 2nd category mines	
US\$40 per claim per year	
Exploration permits and minerals of 1st and 2nd category	
US\$400 per unit independently from the term of the permit	
Underground sections	
US\$40 per year	
Exploration	
US\$200 per year per 100 m2	
Aerial research (section 31)	
US\$1 per km2	
Royalty	
Section 22 bis of the MIL (cap of 3 per cent)	
Pithead value 3 per cent to 0 per cent Depending on certain local regulations and promotional benefits	

7. What in general terms is the water rights regime?

Distinction should be made regarding surface water and underground water courses. Water rights are granted for the land or industry they have been applied for. In this regard, such rights cannot be separately seized or expropriated from the land or mining concession for which the use of water has been granted. In this sense, we would not say that they follow the land and therefore can be mortgaged with the land, due to the fact that the concession is essentially related to the use of the water and thereafter indirectly related to the land or concession. In other words, what is really important is to maintain and provide evidence of the use of water for which the concession was granted. As long as the use for the mining concession is required and the obligations by the title holder are complied with, then the water concession shall survive and in that way 'follow' the mining concession.

Water codes usually provide for the termination of the water concession if essential non-compliance with the obligations imposed on the title holder are attributable to such title holder. The title holder's right to defend in such a situation have to be duly honoured.

In certain provinces with a long tradition of protecting water rights, the relevant codes provide for the granting of water concessions by law when large volumes are required and needed for specific long-term purposes and projects eg, mining projects.

Regarding availability of water for mining facilities, Argentina has in general terms good water resources and therefore, this has not become a critical issue yet as in other countries, eg, the neighbouring country of Chile where developments like desalination and treatment plants have been put in place to

fight water scarcity. Having said this and even when from a technical perspective, water availability would not be a major concern in our country yet, there are increasing issues from a social and sustainable development perspective.

In this regard, the conflict between industries has been evidenced in certain provinces of Argentina and the tension between water and mining is permanent. Water is undoubtedly an essential and scarce natural resource and regarded as vital by communities. This is and will certainly continue to be one of the main challenges ahead for the mining industry: balancing the industrial uses of water in relation to the human or population uses. This plays a crucial role for any mining project.

8. What in general terms is the surface rights regime?

The AMC establishes a set of rules for the granting of easements in connection with the use and occupation of surface areas that would be relevant for mining project development. It is important to bear in mind (as explained in question 11) that the AMC considers, under section 13, mining activity as a 'public utility', specifically stating that such concept is presumed to be within the perimeter of the mining concession while outside such perimeter it will have to be duly evidenced with the mining authority.

As stated above, the AMC contains a specific section related to easements and its granting process. This basically relates to the occupation of land for access, routes, transport, rail, use of water and in general terms any other infrastructure that would be needed for purposes of the exploitation of a mine.

In this context the AMC sets forth a right for 'sufficient compensation' for the affected landowner, although no specific provisions or rules have been established. In general terms, compensation shall always have to be related to the effective damages caused. Nevertheless, when no agreement can be reached with the landowner, the AMC provides the mining concessionaire with the right to expropriate the property since the public utility of the mining activity prevails.

Regarding the terms of duration for these kind of rights, it is clear under the AMC that they are closely related and in fact in essence exist in connection with the mining project, therefore, they will last as long as the mining project is in place. Certain agreements also ruled by the AMC, such as mining usufructs, have a maximum term of 40 years due to the usual life of a mining project, which generally exceeds 20 years and is the general usufruct term granted for the civil usufruct under the Civil Code terms.

9. What is the availability of power for remote mining facilities? May mining facilities generate their own power?

In the early 1990s Argentina started a privatisation programme of most of the national and provincial public services. Under the current regime established by means of Act No. 24,065, the transportation and distribution of electricity are considered a public service and are conducted by licensed companies (mostly private) that operate under a highly regulated framework. On the other hand, generation takes place in a competitive market, which is largely deregulated, although subject to governmental supervision. In this scenario, please note that under certain conditions and requirements mining facilities may be permitted to generate their own power.

Argentina has a network of electricity transmission that interconnects most of the national territory (Argentine Interconnection System – SADI). The current licensees are not required to expand such network, but they must allow free access to anyone. In this sense, the regulatory framework provides different mechanisms to pursue extensions of the transport system in case of a need to supply a new user. In some cases, the work must be funded by the benefited user.

Demand for electricity in Argentina has grown steadily in the last 20 years, and it is feared that the existing infrastructure will not be sufficient in the short term. However, several projects are currently under analysis and execution in order to change this situation.

10. What are the grounds for lawful termination of rights under a mining concession, water rights or surface rights or power?

The mining property, though perpetual in nature, is subject to the fulfilment by the mining property owner of certain specific conditions or obligations. In this sense, although the mining property owner has full right of proprietorship on the granted mining property, at any time thereafter the mining property may be terminated by the state upon the occurrence of any of the legal causes set forth in the AMC. In this respect, the AMC provides that the mining property shall be terminated upon the following events:

- failure to pay the mining canon;
- failure to comply with the investments plan; and
- inactivity of the mine.

Please note that these items do not have all the same origin and effect. In this regard, compliance with the obligations under the first two bullet points are the two essential commitments that a mining concessionaire has to honour in accordance with the AMC's structure of rights and obligations. These two obligations are considered by the AMC as the amparo conditions. Non-compliance with such provides for the termination of the concession by the granting authority.

Regarding failure to pay the mining canon, section 216 of the AMC sets forth that the concession is terminated if failure to comply with the annual payment of the mining canon is not cured within two months of the due date. The authority shall notify the concessionaire of such situation.

In connection with failure to comply with the investments plan, section 217 and 218 of the AMC refer to this matter. The concessionaire is requested to file with the mining authority an investment plan for the mine. Purpose of such is to evidence the investment intentions of the mine, and such investment plan shall have to be approved by the mining authority and monitored for its compliance. The concession can therefore, be in general terms cancelled if no plan is filed or if such is not complied with. The AMC provides the concessionaire with the right to cure the non-compliance.

With regard to inactivity of the mine, section 225 of the AMC states that a mine is considered inactive when more than four years have elapsed and no regular exploration, preparation or production has been undertaken, and such situation is not cured after due notice of the relevant mining authority. Section 225 reads as follows:

The core issue related to inactivity involves two aspects that have to be taken into account: the concept of 'regularity'; and to establish the meaning under section 225 of 'works'.

In addition to the above-referenced situations for termination of a mining property a reference should also be made regarding abandonment and lack of payment of royalties.

With reference to abandonment, section 226 of the AMC sets forth that if the owner of the mine or concessionaire chooses to legally abandon the mine, the concession shall be cancelled and thereafter granted to a third party only once the authority approves the abandonment and in the meantime the concessionaire remains as the responsible party for the mine.

Finally, and in connection with a lack of payment of royalties, please note that no specific provision exists regarding the cancellation of the concession due to the lack of payment of the provincial royalties. The only consequences of such situation would relate to the payment of fines and penalties. However, due to the application of public law (fiscal foreclosures) principles, the province could seize the mine or file for an attachment on such due to the lack of payment of the royalties. In any event, due notice has to be provided to the concessionaire.

11. Describe the extent to which the legal and regulatory regime is conducive to the installation or provision of essential infrastructure.

The Mining Code classifies the exploitation, exploration and concession of mines as a 'public utility'. It also establishes that surface and adjoining properties are subject to mining easements and prior payment of damages compensation. Therefore, if a mining project needs to occupy part of the surface and adjoining properties with offices, warehouses or mining machines, or if such lands have to be used in order to open communication and transportation ways,

the governmental mining authorities shall recognise and grant the referred right to the mining concession holder.

However, it should be noted that there are no legal grounds to consider that a mining concession confers its holder the right to demand from the government the construction or the improvement of any essential infrastructure (eg, overland transportation, roads, electric power, port facilities, etc) this will always be a matter of approach and negotiation with the national or local authorities, or both. In this sense, there can be several ways to address the needs of a mining project in connection with infrastructure development and some local regulations have authorised the possibility of compensating infrastructure investments with future royalties to be paid by the mining company (eg, in the province of San Juan).

12. Please provide a description of the collateral security arrangements permitted in your jurisdiction, relating particularly to the mining project's ability to grant to creditors a perfected security interest in concession rights, water rights, surface rights, related easements, permits, licences, land and bank accounts. Are there any limitations to the ability to transfer such rights to a successor owner/operator of the mine?

The security arrangements that can be executed over the different collateral and rights are as follows:

MINING CONCESSIONS

A mortgage over the mine may be perfected, and has to be registered with the relevant mining direction. Mortgages over the mining concessions extend to the related easements and water rights. In this regard, mortgages should be registered before the mining direction, with the relevant files regarding the easements and before the relevant different affected departments, for example, the Hydrology Department.

Where the mine has not yet been registered (or its granting process duly finished and registered) it would not be legally possible to grant a mortgage. In such a case, a pledge and conditional fiduciary assignment of the rights of the borrower under its petition for a concession would be granted together with a promise to mortgage the mine once granted.

In case the borrower is not the holder of a mining concession, but holds the rights for eg, an exploitation agreement, under which the borrower would not have a direct mining concession but a right against the holder of such mining concession, and depending on the terms of such exploitation agreement, a pledge and a conditional fiduciary assignment over such may be requested.

WATER RIGHTS

The mortgage over the mining concession would extend to the water rights.

SURFACE RIGHTS

The security agreement to be executed will depend on the type of existing surface rights. For instance, in case of surface rights under agreements with landowners (such as a civil or mining usufruct), a possessory pledge and a conditional fiduciary assignment would be advisable. This type of agreement should be notified and registered with the relevant civil and mining registries.

EASEMENTS

The mortgage over the mining concession also extends to the easements related to such concession.

PERMITS AND LICENCES (INCLUDING ENVIRONMENTAL)

Permits are usually granted to the mining project itself, are of a specific nature and are directly related to the characteristics of the project. In this sense, they shall follow the project and therefore should be transferred along with the mining concession, although in some cases this will require consent from the relevant authority since permits are in nature granted as 'intuitu personae'. Depending on the type of permit or licence, such may be subject to a possessory pledge and conditional fiduciary assignments.

Please note that regarding permits and licences, these are granted on a case-by-case basis by the granting authority and in this regard there would be different alternatives in connection with the assignment or transfer of such rights.

LAND

A civil mortgage may be constituted over the surface land.

BANK ACCOUNTS

Pledges over bank accounts can be constituted. This is common in practice to prevent the owner from opening banks accounts in its name and instead having fiduciary bank accounts opened in order to grant a better security interest in favour of lenders.

OTHER ASSETS

Regarding other assets and the correspondent security agreements include:

- fixed-register pledges of all equipment, machinery, tangible property, trademarks of the borrower;
- floating registered pledges of supplies in inventory and over minerals;
- fiduciary assignments of assets that cannot be subject to pledges;
- pledges and conditional fiduciary assignments of all material agreements; and
- pledges over shares and fiduciary assignment of irrevocable capital contributions.

It is important to also bear in mind that the stability rights granted under the Mining Investments Law regime as explained in question 3, are assignable in trust and subject to conditions for security purposes. The stability certificate would be assignable to a successor operator without consent, provided that such operator is registered as such under the Mining Investment Law.

13. Is it accepted practice for creditors financing a mining project to enter into an agreement with the mining authority in connection with the creation, perfection or acknowledgement of the collateral security interests granted to the creditors in mining projects, including to facilitate the transfer of such rights to a successor owner/operator? Is there any requirement, benefit or limitation to such agreements?

It is not an accepted practice in Argentina to enter into agreements with the relevant mining authority. This is maybe due to the fact that Argentina is a federal country but the granting authority is at the provincial level as explained in question 2, which is different from other countries with centralised political power. The only requirement in connection with the creation, perfection or acknowledgement of the collateral security interests would be that the mining authority is notified of most of the collateral security agreements executed, since such notice would make the security interests opposable to third parties.

14. What means of enforcement are available to creditors in connection with collateral security interests in mining rights?

Under Argentine Law, executory proceedings available and there can be in or out-of-court actions if such were agreed in the relevant security agreement. In the case of fiduciary assignments, the property of the assets would be assigned to a trustee, which would segregate the assets and hold them as fiduciary property for the designated beneficiaries. As a consequence of the transfer of the assets to a trustee, lenders would have more opportunity to establish different avenues for the enforcement of the trust than for the enforcement of pledges, which, by operation of law, require the participation of an auctioneer appointed by the relevant court or by the lenders, if agreed.

15. What insurance must be placed with domestic insurance companies? Can insurance be placed abroad? Can claims be paid directly offshore? Are there restrictions with respect to obtaining reinsurance outside the country, and obtaining assignments or cut-through endorsements to permit claims to be made directly to owners or creditors outside the jurisdiction?

Insurance in Argentina is subject to control of the Federal state. Law No. 20,091 vests the insurance commissioner (Superintendencia de Seguros de la Nación, a government agency), with the necessary powers to control insurance companies, brokers, adjusters, and auditors.

Pursuant to Law No. 20,091, insurance and reinsurance businesses may only be performed by: sociedades anónimas (similar to corporations), cooperatives, mutual insurance companies, branches of foreign insurance companies, and state-owned companies. Pursuant to Federal Law No. 12,988, all risks and persons located within Argentina must be insured by companies licensed by the insurance commissioner. Therefore, any insurance related to a mining project would have to be taken in Argentina. This is an important restriction, since because of exchange regulations the payment of claims directly offshore can be a difficult issue. Cut-through endorsements are also allowed, permitting claims to be made directly to owners or creditors outside the jurisdiction.

16. Describe any requirements related to the use of domestic and foreign labour, suppliers and contractors.

There are no special requirements for the use of domestic and foreign labour suppliers and contractors provided the applicable labour and social security legislation is complied with.

In the case of foreign suppliers and contractors that hire foreign workers, such will have to comply with the relevant immigration law requirements and proceedings that may apply to them in order to be able to work in Argentina. With regard to this issue and specifically for cross-border projects, the Mining Integration Treaty between Argentina and Chile under different protocols, eg. Pascua Lama, provides for an important framework to allow foreign workers from each country to work in a certain area under fewer immigration and labour law requirements.

In connection with this topic, we also note that it has been common for provincial regulations to require that a certain percentage of workers for mining projects (which does not necessarily mean miners) are hired from within the province where the mining projects are located in order to favour local manpower.

17. Can any liabilities extend beyond the mining project company to its owners, mortgagees, or creditors?

In principle, liabilities, in particular labour, tax and environmental liabilities, cannot extend beyond the mining project company to its mortgagees or creditors.

In connection with the owners of a mining project, in other words the shareholders of the company holding the project, labour and tax liabilities can reach them or extend beyond the mining project company in the case of fraud or under certain provisions of tax and corporate law regimes where the company has been used as a veil to uncover certain unlawful conduct or actions.

Regarding environmental liabilities such could also be extended to the owners or shareholders of the mining project company under certain circumstances, although this is a sensitive and complex matter and would require a factual and case-by-case analysis.

18. Describe any other relevant legal considerations related to financing of mining projects in your jurisdiction.

The AMC provides a very complete set of rules for the creation and existence of mining concessions as well as all other relevant tools for a mining project to be operational. In addition, the Mining Investments Law regime also provides for a beneficial framework in order to finance projects since it grants fiscal stability for 30 years applicable to the projects as of the filing of the respective feasibility report.

In connection with the investments regime it is also important to mention that National Decree 753 was enacted as a consequence of the exchange control regulations that started to be put in place in Argentina after 2001, and therefore, in order to allow the payment of loans abroad with the project proceeds, does not require such funds to be repatriated to our country.

19. In recent times, several governments have mandated concession renegotiation, or revisited royalty and taxation regimes in light of increased commodity values. Has there been any such activity in your jurisdiction?

The international trend of governments in several jurisdictions renegotiating concessions or stability agreements has also impacted in Latin America and some governments have undertaken certain actions aiming at having a more important participation in the share of profits for mining projects, such as eg. increases in certain related taxes or fees.

In Argentina, and though not directly under the scheme of a concession renegotiation, the main action undertaken in the last few years by the government has been in connection with the increase of the applicable export tax for certain minerals.

Additionally, provincial mining enterprises have started to show more interest in participating in mining projects developed by private companies and therefore a trend along this line with new joint ventures and associations would be probably seen in the near future.

On a separate note, there is a general sense that mining royalties should be increased since today they do not necessarily represent a fair and equitable consideration for the extraction of the resources. This is a general trend that is also represented in our country. It is important to remark that an amendment to the mining royalties in Argentina would require an amendment to the Mining Investments Law which has been adhered by the provinces and has set a maximum percentage for the referred royalties.

Independently from the above, in our view, the real issue lies in the fact that there is a perception by communities that the profits or revenues from the royalties do not really reach the impacted communities or regions since there is a deficient or erroneous allocation of these revenues. Balancing and managing expectations of communities, companies and governments remains undoubtedly the main challenge ahead for the mining industry.

20. Please provide electronic links to any of the principal statutory and regulatory compilations referred to in your answers to the foregoing questions, including items such as Mining Law, foreign investment regime applicable to mining and environmental law and regulation.

- Mining Code: www.mineria.gov.ar/codigominero-completo;
- Mining Investment Law and Mining Environmental Law (and regulation): www.mineria.gov.ar/marcolegal;
- www.mineria.gov.ar/marcolegal.htm#ley24196; and
- www.mineria.gov.ar/leydeproteccionambiental.

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