Last Updated 9/19/16

MASTER INSTRUCTIONS AND CERTIFICATIONS

FOR

DEPOSITS OF NOTES [SECTION A]

FOR

WITHDRAWALS OF NOTES [SECTION B]

FOR

TRANSFERS OF CERTIFICATED GDNs [SECTION C]

UNSPONSORED INTERNATIONAL GDNs

ISSUED BY

THE CENTRAL BANK OF THE REPUBLIC OF CHILE - BANCO CENTRAL DE **CHILE**

(Please complete the applicable boxes below)

Description of Applicable International Global Depositary Notes and Related Notes				
Please check one	International Global Depositary Note Common Code:	Description of Notes:	ISIN No. for Notes:	Maturity Date:
	093007930	Am. & Rest. 6% Chilean CL00018443		01/01/2017
		Pesos denominated Bonds		
	093010124	Am. & Rest. 3% Chilean	CL0001863159	03/01/2017
		CLF denominated Bonds		
	093008081	Am. & Rest. 6% Chilean	CL0001886390	06/01/2017
		Pesos denominated Bonds		
	093010515	Am. & Rest. 3% Chilean	CL0001894188	07/01/2017
		CLF denominated Bonds		
	093008332	Am. & Rest. 6% Chilean	CL0001962290	03/01/2018
		Pesos denominated Bonds		
	093011015	Am. & Rest. 3% Chilean	CL0001961953	03/01/2018

	CLF denominated Bonds		
149134581	4% Chilean Pesos	CL0002264605	01/01/2019
	denominated Bonds		
149134832	4.5% Chilean Pesos	CL0002168426	04/01/2020
	denominated Bonds		
149134999	4.5% Chilean Pesos	CL0002184928	06/01/2020
	denominated Bonds		
093008570	Am. & Rest. 6% Chilean	CL0001737767	02/01/2021
	Pesos denominated Bonds		
093011309	Am. & Rest. 3% Chilean	CL0001737775	02/01/2021
	CLF denominated Bonds		
093008880	Am. & Rest. 6% Chilean	CL0001864850	03/01/2022
	Pesos denominated Bonds		
093011589	Am. & Rest. 3% Chilean	CL0001861260	03/01/2022
	CLF denominated Bonds		
093011686	3.00% Chilean CLF	CL0000000720)	09/02/2022
	denominated Bonds		
093009169			03/01/2023
	Pesos denominated Bonds		
093011805	Am. & Rest. 3% Chilean	CL0001962308	03/01/2023
	CLF denominated Bonds		
093011929	Am. & Rest. 3% Chilean CL0001738		02/01/2031
	CLF denominated Bonds		
093012127	Am. & Rest. 3% Chilean	CL0001738120	02/01/2041
	CLF denominated Bonds		

AND

Please Check	Please complete and sign appropriate section
one	
□ Deposit	SECTION A - MASTER DEPOSIT INSTRUCTIONS AND CERTIFICATIONS
	[Please read, complete and sign Section A, below]
☐ Withdrawal	SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS
	[Please read, complete and sign Section B, below]
☐ Transfer	SECTION C - MASTER TRANSFER INSTRUCTIONS AND CERTIFICATIONS [CERTIFICATED GDNs ONLY]
	[Please read, complete and sign Section C, below]

Citibank, N.A., as Depositary Depositary Receipts Operations 480 Washington Boulevard - 30th Floor Jersey City, New Jersey 07310

Dear Sirs:

Reference is hereby made to the International Global Depositary Receipt ("International GDR") evidencing the International Global Depositary Notes ("International GDNs") checked above and to be issued to represent the corresponding Notes identified above (the "Notes") of the Central Bank of the Republic of Chile – Banco Central de Chile (the "Issuer") that we have deposited with the Custodian. Capitalized terms used but not defined herein shall have the meanings given to them in the Terms and Conditions for the International GDNs (the "Terms and Conditions"). A copy of the Terms and Conditions is available upon request from the Depositary.

These deposit instructions and certifications are being furnished in connection with our deposit of Notes and our request to the Depositary to issue International GDNs.

- A. The Notes that we deposited were acquired in a transaction executed on a Chilean Stock Market's "continuous auction process" (*Remate Electrónico*) within five (5) Chilean business days before the date of deposit and we will provide evidence thereof to the Custodian and the Depositary upon request.
- B. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the International GDNs and the Notes represented thereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority in any state or other jurisdiction in the United States and that the International GDNs and the Notes represented thereby are, subject to the limitations on offer, sale, pledge or other transfer described in the International GDR and in the legends reproduced below.

C. We certify that either:

- (a) We are, or at the time the Notes are deposited and at the time the International GDNs are issued will be, the Beneficial Owner of the Notes and of the International GDNs being issued, and:
 - (i) we are not a U.S. person (as defined in Regulation S under the Securities Act, "Regulation S", and hereinafter used as so defined), we are located outside the United States (within the meaning of Regulation S) and acquired, or have agreed to acquire and will have acquired, the Notes to be deposited in an offshore transaction (within the meaning of Regulation S); and
 - (ii) we are not the Issuer or an "Affiliate" (as such term is defined in Regulation C under the Securities Act and hereinafter used as so defined) of the

Issuer, or if we are acting on behalf of the Beneficial Owner, such Beneficial Owner is not the Issuer and has confirmed to us that it is not an "Affiliate" of the Issuer and that it is not acting on behalf of the Issuer or an "Affiliate" of the Issuer, and

- (iii) we are not in the business of buying and selling securities or, if we are in such business, we did not acquire the securities to be deposited from the Issuer or any "Affiliate" thereof in the initial distribution of the Notes; and
- (iv) we are not a Chilean person or entity and we are not residing or located in Chile and, if we are acting on behalf of the Beneficial Owner, such Beneficial Owner has confirmed to us that it is not a Chilean person or entity and is not residing or located in Chile; and
- (v) we have not acquired the Notes being deposited with a view of distributing the International GDNs in Chile, to any Chilean person or entity, or to any person or entity residing or located in Chile.

OR

- (b) We are a broker-dealer acting on behalf of our customer; our customer has confirmed to us that it is, or at the time the Notes are deposited and at the time the International GDNs are issued will be, the Beneficial Owner of the Notes and of the International GDNs, and:
 - (i) It is not a U.S. person (as defined in Regulation S), it is located outside the United States (within the meaning of Regulation S) and acquired, or has agreed to acquire and will have acquired, the Notes to be deposited in an offshore transaction (within the meaning of Regulation S),
 - (ii) It is not the Issuer or an "Affiliate" of the Issuer, or if it is acting on behalf of the Beneficial Owner, such person is not the Issuer and has confirmed to it that such person it is not an "Affiliate" of the Issuer and that it is not acting on behalf of the Issuer or an "Affiliate" of the Issuer, and
 - (iii) It is not in the business of buying and selling securities or, if it is in such business, it did not acquire the securities to be deposited from the Issuer or any "Affiliate" thereof in the initial distribution of the Notes,
 - (iv) It is not a Chilean person or entity and it is not residing or located in Chile and, if we are acting on behalf of the Beneficial Owner, such Beneficial Owner has confirmed to us that it is not a Chilean person or entity and is not residing or located in Chile,

- (v) It has not acquired the Notes being deposited with a view of distributing the International GDNs in Chile, to any Chilean person or entity, or to any person or entity residing or located in Chile; and
- D. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges that the International GDNs and the Notes represented thereby may not be offered, sold, pledged or otherwise transferred except in an "offshore transaction" meeting the requirements of Regulation S under the Securities Act to a person other than a U.S. Person (as defined in Regulation S).
- E. We further acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that if the International GDNs or the Notes are sold or otherwise transferred to a Qualified Institutional Buyer (as defined in Rule 144A under the Securities Act, "Rule 144A") in a transaction meeting the requirements of Rule 144A, prior to settlement of such sale, the International GDNs will need to be presented to the Depositary for cancellation and for the Notes represented thereby to be withdrawn in accordance with the Terms and Conditions of the International GDNs and instructions will need to be given to the Depositary to deliver such Notes to the Custodian for deposit and issuance of Restricted Global Depositary Notes by the Depositary (to the extent available) upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Restricted Global Depositary Notes.
- F. We acknowledge and, if we are a broker-dealer acting a broker-dealer on behalf of the Beneficial Owner, such Beneficial Owner acknowledges, that the International GDRs, and the International GDNs evidenced thereby, have not been registered with, or approved by, any securities regulators in Chile and, consequently, we agree and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner agrees not to offer, sell or transfer them in Chile, or to any Chilean person or entity, or to any person or entity residing or located in Chile.
- G. We acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Depositary may request us to provide information regarding our identity, the capacity in which we hold or held the International GDNs or own or owned such interest, the identity of any other persons then or previously having an interest in the International GDNs, the nature of such interest and to furnish such other information as the Depositary may consider appropriate. We and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner hereby (i) agree(s) to provide any information so requested by the Depositary and (ii) waive(s) the protections afforded under any and all bank secrecy laws as to the information provided to the Depositary and consent(s) to the disclosure of any such information to the Issuer, the Depositary, the Custodian and any regulatory authority having jurisdiction over the Issuer, the Depositary or the Custodian. Furthermore, we acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Depositary may withhold the issuance, registration, transfer or cancellation of any International GDNs, the release of Deposited

Securities and the distribution of cash, securities or property if we fail to provide such information.

- H. We acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Issuer is not a party to the International GDRs and has not entered into any agreement with the Depositary for the issuance of International GDNs. We understand and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner understands that the Issuer has not assumed any responsibilities to Holders or Beneficial Owners, the Depositary or the Custodian in respect of the International GDNs.
- I. We hereby request that the Depositary issue International GDNs in respect of the Notes that we have deposited with the Custodian. We agree to pay for all fees, taxes and expenses that pertain to the issuance of the International GDNs in respect of the Notes we have deposited.

Very truly yours,					
[Na	ime]				
_					
By:					
	Name:				
	Title:				
	Date:				

LEGENDS

SECURITIES ACT LEGEND

THIS INTERNATIONAL GDR (AS DEFINED IN THE TERMS AND CONDITIONS OF THE INTERNATIONAL UNSPONSORED GLOBAL DEPOSITARY NOTES (THE "TERMS AND CONDITIONS")), THE INTERNATIONAL GDNs (AS DEFINED IN THE TERMS AND CONDITIONS) EVIDENCED HEREBY AND THE DEPOSITED PROPERTY (AS DEFINED IN THE TERMS AND CONDITIONS) REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY JURISDICTION (OTHER THAN, IN THE CASE OF THE DEPOSITED PROPERTY, IN CHILE). THE INTERNATIONAL GDNs AND THE DEPOSITED SECURITIES (AS DEFINED IN THE TERMS AND CONDITIONS) REPRESENTED THEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DELIVERED EXCEPT IN AN "OFFSHORE TRANSACTION" MEETING THE REQUIREMENTS OF REGULATION "S" UNDER THE SECURITIES ACT ("REGULATION S") TO A PERSON OTHER THAN A "U.S. PERSON" (WITHIN THE MEANING GIVEN TO SUCH TERMS IN REGULATION S) AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OF AMERICA AND OTHER APPLICABLE JURISDICTIONS.

IF ANY OWNER OF THE INTERNATIONAL GDNs WISHES TO TRANSFER INTERESTS THEREIN OR IN THE NOTES REPRESENTED THEREBY TO A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, SUCH OWNER WILL NEED TO ARRANGE FOR THE INTERNATIONAL GDNs TO BE PRESENTED TO THE DEPOSITARY FOR CANCELLATION AND WITHDRAWAL OF THE CORRESPONDING NOTES AND MAKE ARRANGEMENTS FOR THE DEPOSIT OF SUCH NOTES AND THE ISSUANCE OF RESTRICTED UNSPONSORED GLOBAL DEPOSITARY NOTES (TO THE EXTENT AVAILABLE) WITH THE DEPOSITARY FOR THE RESTRICTED UNSPONSORED GLOBAL DEPOSITARY NOTES.

THIS INTERNATIONAL GDR AND THE INTERNATIONAL GDNs EVIDENCED HEREBY WILL NOT BE ACCEPTED FOR CANCELLATION AND WITHDRAWAL OF DEPOSITED PROPERTY, AND THE DEPOSITED PROPERTY WILL NOT BE RELEASED FROM DEPOSIT, UNLESS THE DEPOSITARY SHALL HAVE RECEIVED, IN ADDITION TO THE OTHER DOCUMENTATION CONTEMPLATED IN THE TERMS AND CONDITIONS, A WITHDRAWAL CERTIFICATION (AS DEFINED IN THE TERMS AND CONDITIONS) DULY COMPLETED, SIGNED AND DELIVERED ON

BEHALF OF THE BENEFICIAL OWNER(S) OF THE APPLICABLE INTERNATIONAL GDNs.

EACH HOLDER AND BENEFICIAL OWNER OF THE INTERNATIONAL GDNs EVIDENCED BY THIS INTERNATIONAL GDR AGREES THAT IT WILL (X) INFORM ANY SUBSEQUENT PURCHASER OF SUCH INTERNATIONAL GDNs OF THE RESTRICTIONS SET FORTH IN THIS LEGEND AND (Y) REQUEST ANY SUBSEQUENT PURCHASER TO SO INFORM ANY PERSON TO WHOM IT MAY SELL THE INTERNATIONAL GDNs.

CHILEAN LEGEND

THE INTERNATIONAL GDRs, AND THE INTERNATIONAL GDNS EVIDENCED THEREBY, HAVE NOT BEEN REGISTERED WITH, OR APPROVED BY, ANY SECURITIES REGULATORS IN CHILE AND, CONSEQUENTLY, MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN CHILE, OR TO ANY CHILEAN PERSON OR ENTITY, OR TO ANY PERSON OR ENTITY RESIDING OR LOCATED IN CHILE. THE INTERNATIONAL GDRs, AND THE INTERNATIONAL GDNs EVIDENCED THEREBY, ARE BEING ISSUED BY CITIBANK, N.A. - NEW YORK BRANCH, AS DEPOSITARY. BANCO DE CHILE IS THE CUSTODIAN OF THE DEPOSITED PROPERTY FOR CITIBANK, N.A. - NEW YORK BRANCH IN ITS CAPACITY AS DEPOSITARY AND IS NOT THE ISSUER OF INTERNATIONAL GDRs AND THE INTERNATIONAL GDNs EVIDENCED THEREBY.

CHILEAN LAW MAY RESTRICT THE CONVERSION OF CHILEAN PESOS INTO DOLLARS AND THE REPATRIATION OF FUNDS FROM CHILE.

CHILEAN TAX LEGEND

PURCHASING, OWNING AND SELLING NOTES, AND DEPOSITING OR WITHDRAWING NOTES IN CONNECTION WITH THE ISSUANCE OR CANCELLATION OF INTERNATIONAL GDNs REPRESENTING SUCH NOTES, MAY GIVE RISE TO TAXES UNDER CHILEAN TAX LAWS AND PROCEDURES, WHICH MAY CHANGE FROM TIME TO TIME.

EVIDENCE OF THE CHILEAN CAPITAL GAINS TAX BASIS FOR NOTES BEING WITHDRAWN UPON CANCELLATION OF INTERNATIONAL GDNs WILL BE PROVIDED TO THE CANCELLING INTERNATIONAL GDN HOLDERS FROM THE BALANCE OF NOTES THEN HELD IN INVENTORY ON A "LIFO" (*LAST IN, FIRST OUT*) BASIS. CANCELLATIONS OF INTERNATIONAL GDNs AND NOTE WITHDRAWALS WILL BE PROCESSED ON A FIRST COME – FIRST SERVED BASIS.

EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF AN INTERNATIONAL GDR OR A BENEFICIAL INTEREST IN THE INTERNATIONAL GDNs EVIDENCED THEREBY, AS THE CASE MAY BE, REPRESENTS AND WARRANTS THAT IT UNDERSTANDS AND AGREES THAT IT MUST MAKE ITS OWN INDEPENDENT DETERMINATION OF THE TAX CONSEQUENCES ASSOCIATED WITH THE ISSUANCE, PURCHASE, OWNERSHIP, SALE AND CANCELLATION OF INTERNATIONAL GDNs, AND THE PURCHASE, DEPOSIT, OWNERSHIP, WITHDRAWAL AND SALE OF NOTES.

THE DEPOSITARY OR THE CUSTODIAN HAVE NOT INDEPENDENTLY VERIFIED, AND WILL NOT INDEPENDENTLY VERIFY, ANY INFORMATION, DOCUMENTATION OR STATEMENTS THAT MAY HAVE BEEN MADE OR ISSUED, OR THAT MAY BE MADE OR ISSUED IN THE FUTURE, IN RESPECT OF THE NOTES BY THE ISSUER OF THE NOTES OR BY ANY OTHER PERSON.

ACCORDINGLY, THE DEPOSITARY OR THE CUSTODIAN MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ACCEPT NO RESPONSIBILITY OR LIABILITY, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DOCUMENTATION OR STATEMENTS PREVIOUSLY MADE OR ISSUED, OR THAT MAY BE MADE OR ISSUED IN THE FUTURE, BY THE ISSUER IN RESPECT OF THE NOTES.

EACH HOLDER AND BENEFICIAL OWNER OF INTERNATIONAL GDN(S) ACKNOWLEDGES THAT IT HAS NOT RELIED ON THE DEPOSITARY, THE CUSTODIAN, OR ANY PERSON AFFILIATED WITH THE DEPOSITARY OR THE CUSTODIAN, IN CONNECTION WITH ITS DECISION TO INVEST IN THE INTERNATIONAL GDN(S) OR THE NOTES.

EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF THIS INTERNATIONAL GDR OR A BENEFICIAL INTEREST IN THE INTERNATIONAL GDNs EVIDENCED HEREBY, AS THE CASE MAY BE, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS AND LIMITATIONS.

SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS

Citibank, N.A., as Depositary Depositary Receipts Operations 480 Washington Boulevard - 30th Floor Jersey City, New Jersey 07310

Dear Sirs:

Reference is hereby made to the International Global Depositary Receipt ("International GDR") that evidences International Global Depositary Notes ("International GDNs") checked above and representing the corresponding Notes identified above (the "Notes") of the Central Bank of the Republic of Chile – Banco Central de Chile (the "Issuer"). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms and Conditions for the International GDNs (the "Terms and Conditions"). A copy of the Terms and Conditions is available upon request from the Depositary.

These withdrawal instructions and certifications are being furnished in connection with our instruction to the Depositary to cancel International GDNs being surrendered to it and to withdraw the Notes represented by the International GDNs.

- A. We acknowledge that the International GDNs and the Notes represented thereby have not been and will not be registered under the Securities Act or with any securities regulatory authority in any state or other jurisdiction in the United States and that the International GDNs and the Notes represented thereby are, subject to the limitations on offer, sale, pledge or other transfer described in the International GDR and in the legends reproduced below.
- B. We certify that we are a broker representing the Beneficial Owner(s) of the International GDNs who has made one of the following certifications to us, or that we are the Beneficial Owner(s) and certify that either:
 - (a) We (i) are a person other than a U.S. Person (within the meaning of Regulation S under the Securities Act, "Regulation S", and hereinafter used as so defined) and are located outside the United States (within the meaning of Regulation S), we acquired, or have agreed to acquire and at or prior to the time of the withdrawal will have acquired, the International GDNs in an offshore transaction (within the meaning of Regulation S) in a transaction meeting the requirements of Regulation S, (ii) are, or upon acquisition thereof will be, the Beneficial Owner(s) of the International GDNs, and (iii) (x) will be the beneficial owner of the Notes upon withdrawal, and, accordingly, we acknowledge that the Notes will not offered, sold, pledged or otherwise transferred except in an offshore transaction (as defined in Regulation S) to persons other than U.S. Persons in accordance with Regulation S, or (y) have sold, and will make delivery of, the Notes in an offshore transaction (as defined in Regulation S) to a person other than a U.S. Person in accordance with Regulation S;

OR

- (b) We (i) are a person other than a U.S. Person and are located outside the United States (within the meaning of Regulation S), we acquired, or have agreed to acquire and at or prior to the time of the withdrawal will have acquired, the International GDNs in an offshore transaction (within the meaning of Regulation S) meeting the requirements of Regulation S, (ii) are, or upon acquisition thereof will be, the Beneficial Owner(s) of the International GDNs, and (iii) have sold, and will make delivery of, the Notes to a "Qualified Institutional Buyer" (as defined in Rule 144A under the Securities Act, "Rule 144A") in a transaction meeting the requirements of Rule 144A under the Securities Act and are making arrangements with the Depositary for the deposit of the Notes and the issuance and delivery of Restricted Global Depositary Notes to the purchaser.
- C. We acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Depositary may request us to provide information regarding our identity, the capacity in which we hold or held the International GDNs or own or owned such interest, the identity of any other persons then or previously having an interest in the International GDNs, the nature of such interest and to furnish such other information as the Depositary may consider appropriate. We and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner hereby (i) agree(s) to provide any information so requested by the Depositary and (ii) waive(s) the protections afforded under any and all bank secrecy laws as to the information provided to the Depositary and consent(s) to the disclosure of any such information to the Issuer, the Depositary, the Custodian and any regulatory authority having jurisdiction over the Issuer, the Depositary or the Custodian. Furthermore, we acknowledge and, if we are a broker-dealer acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledges that the Depositary may withhold the issuance, registration, transfer or cancellation of any International GDNs, the release of Deposited Securities and the distribution of cash, securities or property if we fail to provide such information.

SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS

	D.	We hereby instruct the Depositary to cancel the International GDNs surrendered
to it a	nd to mal	ke delivery of the Notes represented thereby. We agree to pay for all fees, taxes
and ex	kpenses tl	hat pertain to the cancellation of the International GDNs and the withdrawal of the
corres	ponding	Notes. We understand that the delivery of Notes upon cancellation of
Intern	ational G	DNs is subject to the settlement conventions applicable to the Notes in Chile.
		• • • • • • • • • • • • • • • • • • • •

very truly yours,	
[Name of Holder]	
By:	
Name:	
Title:	
Date:	

LEGENDS

SECURITIES ACT LEGEND

THIS INTERNATIONAL GDR (AS DEFINED IN THE TERMS AND CONDITIONS OF THE INTERNATIONAL UNSPONSORED GLOBAL DEPOSITARY NOTES (THE "TERMS AND CONDITIONS")), THE INTERNATIONAL GDNs (AS DEFINED IN THE TERMS AND CONDITIONS) EVIDENCED HEREBY AND THE DEPOSITED PROPERTY (AS DEFINED IN THE TERMS AND CONDITIONS) REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY JURISDICTION (OTHER THAN, IN THE CASE OF THE DEPOSITED PROPERTY, IN CHILE). THE INTERNATIONAL GDNs AND THE DEPOSITED SECURITIES (AS DEFINED IN THE TERMS AND CONDITIONS) REPRESENTED THEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DELIVERED EXCEPT IN AN "OFFSHORE TRANSACTION" MEETING THE REQUIREMENTS OF REGULATION "S" UNDER THE SECURITIES ACT ("REGULATION S") TO A PERSON OTHER THAN A "U.S. PERSON" (WITHIN THE MEANING GIVEN TO SUCH TERMS IN REGULATION S) AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OF AMERICA AND OTHER APPLICABLE JURISDICTIONS.

IF ANY OWNER OF THE INTERNATIONAL GDNs WISHES TO TRANSFER INTERESTS THEREIN OR IN THE NOTES REPRESENTED THEREBY TO A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, SUCH OWNER WILL NEED TO ARRANGE FOR THE INTERNATIONAL GDNs TO BE PRESENTED TO THE DEPOSITARY FOR CANCELLATION AND WITHDRAWAL OF THE CORRESPONDING NOTES AND MAKE ARRANGEMENTS FOR THE DEPOSIT OF SUCH NOTES AND THE ISSUANCE OF RESTRICTED UNSPONSORED GLOBAL DEPOSITARY NOTES (TO THE EXTENT AVAILABLE) WITH THE DEPOSITARY FOR THE RESTRICTED UNSPONSORED GLOBAL DEPOSITARY NOTES.

THIS INTERNATIONAL GDR AND THE INTERNATIONAL GDNs EVIDENCED HEREBY WILL NOT BE ACCEPTED FOR CANCELLATION AND WITHDRAWAL OF DEPOSITED PROPERTY, AND THE DEPOSITED PROPERTY WILL NOT BE RELEASED FROM DEPOSIT, UNLESS THE DEPOSITARY SHALL HAVE RECEIVED, IN ADDITION TO THE OTHER DOCUMENTATION CONTEMPLATED IN THE TERMS AND CONDITIONS, A WITHDRAWAL CERTIFICATION (AS DEFINED IN THE TERMS AND CONDITIONS) DULY COMPLETED, SIGNED AND DELIVERED ON

SECTION B - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS

BEHALF OF THE BENEFICIAL OWNER(S) OF THE APPLICABLE INTERNATIONAL GDNs.

EACH HOLDER AND BENEFICIAL OWNER OF THE INTERNATIONAL GDNs EVIDENCED BY THIS INTERNATIONAL GDR AGREES THAT IT WILL (X) INFORM ANY SUBSEQUENT PURCHASER OF SUCH INTERNATIONAL GDNs OF THE RESTRICTIONS SET FORTH IN THIS LEGEND AND (Y) REQUEST ANY SUBSEQUENT PURCHASER TO SO INFORM ANY PERSON TO WHOM IT MAY SELL THE INTERNATIONAL GDNs.

CHILEAN LEGEND

THE INTERNATIONAL GDRs, AND THE INTERNATIONAL GDNS EVIDENCED THEREBY, HAVE NOT BEEN REGISTERED WITH, OR APPROVED BY, ANY SECURITIES REGULATORS IN CHILE AND, CONSEQUENTLY, MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN CHILE, OR TO ANY CHILEAN PERSON OR ENTITY, OR TO ANY PERSON OR ENTITY RESIDING OR LOCATED IN CHILE. THE INTERNATIONAL GDRs, AND THE INTERNATIONAL GDNs EVIDENCED THEREBY, ARE BEING ISSUED BY CITIBANK, N.A. - NEW YORK BRANCH, AS DEPOSITARY. BANCO DE CHILE IS THE CUSTODIAN OF THE DEPOSITED PROPERTY FOR CITIBANK, N.A. - NEW YORK BRANCH IN ITS CAPACITY AS DEPOSITARY AND IS NOT THE ISSUER OF INTERNATIONAL GDRs AND THE INTERNATIONAL GDNs EVIDENCED THEREBY.

CHILEAN LAW MAY RESTRICT THE CONVERSION OF CHILEAN PESOS INTO DOLLARS AND THE REPATRIATION OF FUNDS FROM CHILE.

CHILEAN TAX LEGEND

PURCHASING, OWNING AND SELLING NOTES, AND DEPOSITING OR WITHDRAWING NOTES IN CONNECTION WITH THE ISSUANCE OR CANCELLATION OF INTERNATIONAL GDNs REPRESENTING SUCH NOTES, MAY GIVE RISE TO TAXES UNDER CHILEAN TAX LAWS AND PROCEDURES, WHICH MAY CHANGE FROM TIME TO TIME.

EVIDENCE OF THE CHILEAN CAPITAL GAINS TAX BASIS FOR NOTES BEING WITHDRAWN UPON CANCELLATION OF INTERNATIONAL GDNs WILL BE PROVIDED TO THE CANCELLING INTERNATIONAL GDN HOLDERS FROM THE BALANCE OF NOTES THEN HELD IN INVENTORY ON A "LIFO" (*LAST IN, FIRST OUT*) BASIS. CANCELLATIONS OF INTERNATIONAL GDNs AND NOTE WITHDRAWALS WILL BE PROCESSED ON A FIRST COME – FIRST SERVED BASIS.

EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF AN INTERNATIONAL GDR OR A BENEFICIAL INTEREST IN THE INTERNATIONAL GDNs EVIDENCED THEREBY, AS THE CASE MAY BE, REPRESENTS AND WARRANTS THAT IT UNDERSTANDS AND AGREES THAT IT MUST MAKE ITS OWN INDEPENDENT DETERMINATION OF THE TAX CONSEQUENCES ASSOCIATED WITH THE ISSUANCE, PURCHASE, OWNERSHIP, SALE AND CANCELLATION OF INTERNATIONAL GDNs, AND THE PURCHASE, DEPOSIT, OWNERSHIP, WITHDRAWAL AND SALE OF NOTES.

THE DEPOSITARY OR THE CUSTODIAN HAVE NOT INDEPENDENTLY VERIFIED, AND WILL NOT INDEPENDENTLY VERIFY, ANY INFORMATION, DOCUMENTATION OR STATEMENTS THAT MAY HAVE BEEN MADE OR ISSUED, OR THAT MAY BE MADE OR ISSUED IN THE FUTURE, IN RESPECT OF THE NOTES BY THE ISSUER OF THE NOTES OR BY ANY OTHER PERSON.

ACCORDINGLY, THE DEPOSITARY OR THE CUSTODIAN MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ACCEPT NO RESPONSIBILITY OR LIABILITY, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DOCUMENTATION OR STATEMENTS PREVIOUSLY MADE OR ISSUED, OR THAT MAY BE MADE OR ISSUED IN THE FUTURE, BY THE ISSUER IN RESPECT OF THE NOTES.

EACH HOLDER AND BENEFICIAL OWNER OF INTERNATIONAL GDN(S) ACKNOWLEDGES THAT IT HAS NOT RELIED ON THE DEPOSITARY, THE CUSTODIAN, OR ANY PERSON AFFILIATED WITH THE DEPOSITARY OR THE CUSTODIAN, IN CONNECTION WITH ITS DECISION TO INVEST IN THE INTERNATIONAL GDN(S) OR THE NOTES.

EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF THIS INTERNATIONAL GDR OR A BENEFICIAL INTEREST IN THE INTERNATIONAL GDNs EVIDENCED HEREBY, AS THE CASE MAY BE, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS AND LIMITATIONS.

SECTION C - MASTER TRANSFER INSTRUCTIONS AND CERTIFICATIONS

Citibank, N.A., as Depositary Depositary Receipts Operations 480 Washington Boulevard - 30th Floor Jersey City, New Jersey 07310

Dear Sirs:

Reference is hereby made to the International Global Depositary Receipt ("<u>International GDR</u>") enclosed herewith and that evidences International Global Depositary Notes ("<u>International GDNs</u>") checked above and representing the corresponding Notes identified above (the "<u>Notes</u>") of the Central Bank of the Republic of Chile – *Banco Central de Chile* (the "<u>Issuer</u>"). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms and Conditions for the International GDNs.

In connection with the transfer of the International GDR surrendered herewith, the undersigned Holder certifies that it is not a Chilean person or entity and it does not reside and is not located in Chile, that this International GDR is not being transferred to a Chilean person or entity or to any person or entity residing or located in Chile, that it is being transferred to a person other than a "U.S. Person" (as defined in Regulation S under the Securities Act) in an "offshore transaction" meeting the requirements of Regulation S under the Securities Act, and that the transferee is acquiring the International GDR for investment purposes without a view to distribution.

The Depositary shall not be obligated to register the International GDR in the name of any person other than the Holder hereof unless and until the conditions to any such transfer or registration set forth in the Terms and Conditions of the International GDR shall have been satisfied.

The transferee has and, if acting on behalf of the Beneficial Owner, such Beneficial Owner has (a) agreed to take an International GDR identical to the International GDR surrendered for transfer and subject to the same restrictions on transfer set forth therein; and (b) acknowledged that the Depositary may request to provide information regarding their identity, the capacity in which the transferee or the Beneficial Owner hold or held the International GDNs or own or owned such interest, the identity of any other persons then or previously having an interest in the International GDNs, the nature of such interest and to furnish such other information as the Depositary may consider appropriate. The transferee and, if the transferee is acting on behalf of the Beneficial Owner, such Beneficial Owner (i) agreed to provide any information so requested by the Depositary and (ii) waived the protections afforded under any and all bank secrecy laws as to the information provided to the Depositary and consented to the disclosure of any such information to the Issuer, the Depositary, the Custodian and any regulatory authority having jurisdiction over the Issuer, the Depositary or the Custodian. Furthermore, the transferee acknowledged and, if acting on behalf of the Beneficial Owner, such Beneficial Owner acknowledged that the Depositary may withhold the issuance, registration, transfer or cancellation of any International GDNs, the release of Deposited Securities and the distribution of cash, securities or property if we fail to provide such information.

SECTION C - MASTER WITHDRAWAL INSTRUCTIONS AND CERTIFICATIONS

By:			
•	Name:		
	Title:		