



FINANCIAL STATEMENTS



SOCIEDAD CONCESIONARIA TUNEL SAN CRISTOBAL S.A. (A development stage enterprise)

Financial statements

December 31, 2007

(Translation from the original in Spanish)

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Ch\$ - Chilean pesos

ThCh\$ - Thousands of Chilean pesos

US\$ - United States dollars

ThUS\$ - Thousands of United States dollars

UF - Unidad de Fomento (inflation-indexed peso-denominated monetary unit)

€ - Euros





REPORT OF INDEPENDENT ACCOUNTANTS

Santiago, January 25, 2008

To the Shareholders and Board of Directors of Sociedad Concesionaria Túnel San Cristóbal S.A. (a development stage enterprise)

We have audited the accompanying balance sheets of Sociedad Concesionaria Túnel San Cristóbal S.A. as of December 31, 2007 and 2006 and the related statements cash flows for the years then ended. These financial statements (including the notes thereto) are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in Chile. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sociedad Concesionaria Túnel San Cristóbal S.A. as of December 31, 2007 and 2006 and cash flows for the years then ended, in conformity with accounting principles generally accepted in Chile.

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Fernando Orihuela B RUT: 22.216.857-0



SOCIEDAD CONCESIONARIA TUNEL SAN CRISTOBAL S.A.

BALANCE SHEET

(Translation from the original in Spanish)

	As of Dece	ember 31,	LIABILITIES AND	At Dece	ember 31,
ASSETS	2007	2006	SHAREHOLDERS' EQUITY	2007	2006
	ThCh\$	ThCh\$		ThCh\$	ThCh\$
CURRENT ASSETS			CURRENT LIABILITIES		
Cash and banks	2,100	17,417	Obligations with banks – short-term	34,487,446	18,960,734
Marketable securities (net)	4,895,179	346,870	Accounts payable	74,947	245,956
Miscellaneous receivables (net)	2,119,742	975,723	Miscellaneous payables	494,000	495,768
Notes and accounts receivable from			Notes and accounts payable to		
related companies	417,133	2,136,362	related companies	1,330,351	2,304,320
Recoverable taxes	560,294	1,067,980	Provisions	14,903	10,787
Prepaid expenses	-	176,200	Withholdings	5,976	4,513
Deferred taxes	2,533	1,833	Other current liabilities	3,720,178	-
Other current assets	5,016,582	-			
Total current assets	13,013,563	4,722,385	Total current liabilities	40,127,801	22,022,078
FIXED ASSETS			LONG-TERM LIABILITIES		
Buildings and infrastructure	43,576,312	25,335,773	Notes and accounts payable to		
Machinery and equipment	163,197	64,340	related companies	9,578,717	1,594,178
Depreciation (less)	(58,064)	(29,152)	Deferred taxes	472,706	, , , -
Total fixed assets	43,681,445	25,370,961	Total long-term liabilities	10,051,423	1,594,178
OTHER ASSETS			SHAREHOLDERS' EQUITY		
Long-term deferred taxes	-	40,141	Paid-in capital	6,517,231	6,517,231
Other	1,447	-	Total shareholders' equity	6,517,231	6,517,231
Total other assets	1,447	40,141			
Total assets	56,696,455	30,133,487	Total liabilities and shareholders' equity	56,696,455	30,133,487
		=======		=======	=======

The accompanying Notes 1 to 24 are an integral part of these financial statements.





SOCIEDAD CONCESIONARIA TUNEL SAN CRISTOBAL S.A. STATEMENT OF CASH FLOWS

(Translation from the original in Spanish)

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	2007	2006
	ThCh\$	ThCh\$
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of common shares	-	3,067,068
Loans secured	16,825,990	11,232,296
Loans guaranteed by related companies	8,094,380	1,594,178
Other financing sources	3,720,178	-
Cash flows from financing activities	28,640,548	15,893,542
CASH FLOWS FROM INVESTMENT ACTIVITIES		
Collection of other loans to related companies	-	1,822,685
Other investment income	-	240,350
Purchase of fixed assets (less)	(17,595,793)	(17,323,703)
Other investment disbursements (less)	(1,470,086)	(695,141)
Cash flows from investment activities	(19,065,879)	(15,955,809)
Not seek flow for the core	0.574.000	(00,007)
Net cash flow for the year	9,574,669	(62,267)
Effect of inflation on cash and cash equivalents	(25,095)	(8,734)
NET CHANGE IN CASH AND CASH EQUIVALENTS	9,549,574	(71,001)
OPENING BALANCE OF CASH AND CASH EQUIVALENTS	364,287	435,288
CLOSING BALANCE OF CASH AND CASH EQUIVALENTS	9,913,861	364,287
	======	

As of December 31,



SOCIEDAD CONCESIONARIA TUNEL SAN CRISTOBAL S.A.

NOTES TO THE FINANCIAL STATEMENTS

AT DECEMBER 31, 2007 AND 2006 (Translation of the original in Spanish)

NOTE 1 - COMPANY'S REGISTRATION

a) Incorporation and line business

Sociedad Concesionaria Túnel San Cristóbal S.A. was incorporated as a closely-held corporation as per public deed dated March 16, 2005, before the notary public Mr. José Musalem Saffie, under digest No. 3,083-2005.

The Company is engaged in the execution, repair, preservation, maintenance, exploitation and operation of the fiscal public utility named as "Concesión Variante Vespucio - El Salto – Kennedy", through the system of road concessions.

The term for the concession is 384 months from the publication of supreme decree N° 1,129 of MOP (Ministry of Public Works) dated November 26, 2004, published in the Official Gazette on February 21, 2005.

The second Shareholders' Meeting held on July 26, 2005 approved the modification to the duration of the Company, being extended to 420 months as from its incorporation. This authorization was delivered by the DGOP per resolution No. 2,106 issued on July 19, 2005

The Company is currently in its development stage.

b) Registration in the Securities Registry

On September 22, 2005, Sociedad Concesionaria Túnel San Cristóbal S.A. was registered under number 917 in the Securities Registry; consequently, it is subject to the supervision of the Chilean Superintence of Secutiries and Insurance (hereinafter S.V.S.).





NOTE 2 - ACCOUNTING CRITERIA APPLIED

a) Accounting Period

These financial statements and the accompanying notes cover the years from January 1, and December 31, 2007 and 2006 respectively.

b) Preparation Basis

The financial statements at December 31, 2007 and 2006 respectively, have been prepared in accordance with generally accepted accounting principles in Chile, issued by the Chilean Institute of Accountants, and with specific regulations of the SVS. In the event of discrepancy, the SVS regulations prevail.

c) Basis of presentation

For comparative purposes, the financial statements for the previous year have been adjusted for price-level changes in the Consumer Price Index ("CPI"), which amounted to 7.4%.

d) Price-level adjustment

In order to reflect in the financial statements the effects of price-level changes in the purchasing power of the Chilean peso during each year, the Company has restated its non-monetary assets and liabilities and invested capital. These restatements have been determined on the basis of the percentage of variation in the official Chilean Consumer Price Index (CPI), which, applied one month in arrears, shows a variation of 7.4%.

e) Foreign currency translation

Assets and liabilities in foreign currency and UF (Chilean government inflation-indexed units) have been translated into Chilean pesos at each year end at the following exchange rates:

		\$ per unit
	2007	2006
UF	19,622.66	18,336.38
US dollar (US\$)	496.89	532.39
Euro (EUR)	730.94	702.08



f) Marketable securities

This item includes mutual fund shares shown at the value of the respective share at each year end.

g) Fixed assets

Fixed assets are shown at cost plus price-level restatements.

In accordance with Technical Bulletin No. 67 of the Chilean Institute of Accountants, Construction and infrastructure (Fixed assets in concession) include all construction costs incurred related to the "Variante Vespucio - El Salto - Kennedy". Financial income and expenses generated during the construction period are considered as decreases or increases in the cost of the project, respectively. In addition, any other item reflected in the Statement of Accumulated Deficit during the development stage has been included as decreases or increases in fixed assets during the construction period.

h) Fixed asset depreciation

In accordance with TB 67 of the Chilean Institute of Accountants, depreciation of Construction and infrastructure commences upon the start-up of operations. Depreciation will be calculated using the vehicle flow method over the concession period of the toll road. Depreciation of all other fixed assets is calculated using the straight-line method in accordance with their estimated useful lives.

i) Provision for staff vacation

In accordance with Technical Bulletin No. 47 of the Chilean Institute of Accountants, the Company established a provision for the cost of accrued staff vacations at year-end.

i) Income tax and deferred taxes

The Company has recorded tax liabilities in conformity with current tax legislation. Deferred tax assets and liabilities arising from temporary differences between financial and tax results are recorded based on the tax rate on the estimated date of reversal, in conformity with Technical Bulletin N° 60 of the Chilean Institute of Accountants.

k) Computer software

The computer software was acquired as computer packages and recorded under fixed assets. The respective useful life is as stated by the Servicio de Impuestos Internos (Chilean tax authorities).





Statement of cash flows

The Company defines cash and cash equivalents as all trading investment securities acquired during the normal course of operations and that may be rapidly converted to known amounts of cash, with the intention to liquidate such assets in a maximum period of 90 days.

The Company has not recorded "Cash flows from operating activities" since it is in development stage as of December 31, 2007 and 2006, respectively.

NOTE 3- ACCOUNTING CHANGES

As of December 31, 2007 there were no changes in the application of generally accepted accounting principles in Chile in relation to the previous year, which could significantly affect the comparability of these financial statements.

NOTE 4 - MARKETABLE SECURITIES

As of December 31, 2007 and 2006, this item includes mutual fund shares as per the following detail:

As of december 31, 2007

Mutual Fund	Number of shares	Share value \$	Total ThCh\$
BBVA Excelencia	23,753.3887	1,151.9941	27,364
Banco Penta MM	4,527,169.7553	1,075.0816	4,867,077
BanChile MKT Euro	7650,103	9,660.0000	738
Total			4,895,179
			======



As of December 31, 2006

Mutual Fund	Number of units	Value per unit	Total
		\$	ThCh\$
BBVA Renta Maxima	75,795.7721	1,610.1514	131,074
Banco Penta MM	185,046.1997	1,083.0962	215,254
Banchile MKT Euro	1,037.4224	9,660.0000	542
Total			346,870

	=====	=====
Total Marketable Securities	4,895,179	346,870
Units of mutual funds	4,895,179	346,870
	ThCh\$	ThCh\$
Instruments	2007	2006
	Book value	9





NOTE 5 - SHORT AND LONG-TERM RECEIVABLES

As of December 31, 2007 and 2006 respectively, short-term debt is as follows:

	ThCh\$	ThCh\$
Advance to suppliers	471,781	775
Account receivable from MOP	1,647,961	778,228
Other	-	196,720
Total	2,119,742	975,723
	=====	=====

Current

_	Over 90						
	Up to 90	days	days to	1 year		Total Curi	rent (net)
ITEM	2007	2006	2007	2006	Subtotal	2007	2006
	ThCh\$	ThCh\$	ThCh\$	ThCh\$	ThCh\$	ThCh\$	ThCh\$
Miscellaneous receivables	1,654,080	779,035	465,662	196,688	2,119,742	2,119,742	975,723
	=====	=====	=====	=====	======	======	=====

2007

2006

NOTE 6 -BALANCES AND TRANSACTIONS WITH RELATED COMPANIES

The collection and payment terms and conditions for operations with Constructora Vespucio Norte S.A. are adjusted for the variation of the Unidad de Fomento and Euro, and exclude the application of interest. Maturities are established by the construction agreement.

Additionally, there is a junior debt contract with the shareholders totaling 616,000 UF, which disbursements have been reflected under this item.

In respect with materiality of the operations or transactions between related parties, the Company has determined to disclose the values exceeding ThCh\$ 500.

Balances and transactions with related companies are shown in tables below:



 a) Accounts receivable
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		Short-terr	m
RUT	Company	2007	2006
		ThCh\$	ThCh\$
99.505.800-6	Constructora Vespucio Norte S.A.	417,133	2,136,362
	Totals	417,133	2,136,362
	======		

b) Accounts payable

		Short-te	erm	Long-te	rm
RUT	Company	2007	2006	2007	2006
		ThCh\$	ThCh\$	ThCh\$	ThCh\$
99.505.800-6	Constructora Vespucio Norte	1,229,159	2,156,638	-	-
76.131.610-9	Hochtief PPP Solutions Chile Ltda.	30,684	71,894	2,873,804	478,253
96.853.270-7	ACS Chile S.A	-	68,974	-	-
76.343.990-9	SCE Chilean Holding S.A.	24,714	1,947	1,915,118	318,835
76.492.080-5	Concesiones Viarias Chile S.A.	45,794	4,867	4,789,795	797,090
	Totals	1,330,351	2,304,320	9,578,717	1,594,178
		======	======	======	======

c) Transactions

				Amou	ınt
Company	Tax N ^o	Relationship	Transaction	2007	2006
				ThCh\$	ThCh\$
Constructora Vespucio Norte S.A.	99,505,800-6	Shareholder			
		in common	Works progress	30,111,223	13,826,441
Hochtief PPP Solutions Chile Ltda.	76,131,610-9	Shareholder	Capital contribution	-	-
		Shareholder	Subordinated debt	2,428,503	459,490
		Shareholder	Technical assistance	222,598	258,579
		Shareholder	Management assistance	199,860	478,253
ACS Chile S.A.	96,853,270-7	Shareholder	Technical assistance	-	120,626



		Shareholder	Management assistance	-	86,390
Concesiones Viarias Chile S.A.		Shareholder	Management assistance	165,577	120,626
		Shareholder	Subordinated debt	4,047,626	235,202
		Shareholder	Technical assistance	222,598	797,090
SCE Holding Chile Ltda.	76,343,990-9	Shareholder	Subordinated debt	1,618251	318,835
		Shareholder	Capital contribution	-	200,954

NOTE 7 - DEFERRED TAXES AND INCOME TAXES

a) General Information

As of Decembe 31, 2007 the Company has not provisiones corporate income tax due to negative net taxable profits amounting to ThCh\$ 2,254,217 and (ThCh\$ 2,299,580 in 2006)

b) Deferred taxes

As described in Note 2 j), deferred tax balances are detailed in the accompanying table.

	2007		2006					
	Deferred t	ax assets	Deferred to	ax liabilities	Deferred to	ax assets	Deferred tax	k liabilities
Concept	Short-term	Long-term	Short-term	Long-term	Short-term	Long-term	Short-term	Long- term
	ThCh\$	ThCh\$	ThCh\$	ThCh\$	ThCh\$	ThCh\$	ThCh\$	ThCh\$
Provision for staff vacation	on 2,533	-	-	-	1,833	-	-	-
Capitalized expenses	-	383,217	-	855,923	-	-	-	379,717
Tax loss	-	-	-	-	-	419,858	-	-
Total	2,533	383,217	-	855,923	1,833	419,858	-	379,717
	====	=====	====	=====	====	=====	====	=====



c) Income tax

As of December 31, Item 2007 2006 ThCh\$ ThCh\$ Deferred tax assets or liabilities for the year (476, 206)(199,811)Unused tax losses (36,641)206,633 Other charges or credits 3,593 Total (509, 254)6,822 _____ _____

NOTE 8 - OTHER CURRENT ASSETS

At each year end, this caption is as follows:





NOTE 9 - FIXED ASSETS

As described in Note 2 g) and h), this caption is as follows:

Total net fixed assets	======	=======
	43,681,445	25,370,961
Accumulated depreciation (less)	(58,064)	(29,152)
Machinery and equipment	163,197	64,340
Building and infrastructure (1)	43,576,312	25,335,773
	ThCh\$	ThCh\$
	2007	2006

(1) Detail of the "Buildings and infrastructure" item:

	2007	2006
	ThCh\$	ThCh\$
Payment to the MOP for:		
Acquisitions and expropriation	2,791,558	2,791,558
Artistic works	49,082	49,082
Environmental study	432,604	432,604
Supervision of concession contract	532,054	266,409
Subtotal payments to the MOP	3,805,298	3,539,653

Works pr	rogress:
----------	----------

Works progress:		
Engineering	1,378,273	1,378,274
Toll system	357,809	86,214
Change of utilities	1,087,357	118,286
Tunnel	23,420,243	13,860,424
Road works	2,745,642	1,740,680
Other systems	35,543	38,173
Parque Metropolitano works	38,395	38,396
Land acquisition	974,050	974,050
Control building	146,339	11,334



Sanitation	137,367	13,724
Structures	1,184,788	-
Tag	116,31	-
Av El Cerro Project	121,707	-
Lo Saldes I Project	88,200	-
Lo Saldes II Project	105,520	-
SAP-VNE-TSC Integration	212,853	-
Road security	860,232	-
SIGTP Civil Works	162,876	-
Lighting works	41,123	-
Natural scenery	97,130	-
Technical shelters	27,182	-
Subtotal works	33,338,947	18,259,555
Capitalization of accumulated deficit:		
2005 deficit	923,198	991,515
2006 deficit	2,369,693	-
Financial expenses	1,962,258	611,244
Technical assistance	445,195	241,252
Subtotal capitalization of deficit:	5,700,344	1,844,011

Capitalization of deficit for the period Technical Bulletin No, 67 of the Chilean Institute of Accountants:

Remuneration	624,804	478,887
Advisory assistance	243,715	286,571
Overhead	260,391	443,519
Project promotion	45,358	65,445
Depreciation	28,921	19,945
Insurance	387,001	478,499





Income tax		509,254	(6,822)
Interest earned		(72,867)	(71,129)
Price-Level rest	tatement	(1,701,491)	(47,496)
Foreign exchan	ge (losses)	23,928	(93,637)
Stamp taxes		382,709	138,772
	Deficit for the period	731,723	1,692,554
(1)	Total Buildings and infrastructure works	43,576,312	25,335,773
		=======	=======

NOTE 10 - OTHER (ASSETS)

As of December 31, 2007 and 2006, respectively, Other long-term assets include those guarantees issued by the Company as follows:

	2007	2006
	ThCh\$	ThCh\$
Construction guarantee & civil liability insurance	1,447	-
	====	====

NOTE 11 - OBLIGATIONS WITH BANKS AND SHORT-TERM FINANCIAL INSTITUTIONS

Following there is a summary of the Bridging Loan with BBVA:

Object : Bridging loan of concession, for the project's construction

Debtor : Soc. Concesionaria Túnel San Cristóbal S.A.

Guarantors : Dragados Concesiones de Infraestructura S.A. 50%

Hochtief A.G. 50%

Creditor : Grupo BBVA

Currency : Non-indexed Chilean pesos

Mode : Bridging loan



Maximum amount Available : UF 2,100,000

Term : The first one maturing between the following dates:

- August 7, 2008

- The date of the fist availability of the Project's long-term financing

Interest period : 30 days

Type of reference : 30 day nominal TAB

Applicable spread : Annual 0.20% applicable on the Type of Reference.

Interest payment : 30 days

Currency and indexation unit

	Bank or financial institution	Non-indexe	d Ch\$	Total	
Tax Registration No		2007	2006	2007	2006
		ThCh\$	ThCh\$	ThCh\$	ThCh\$
97,032,000-8	Banco Bilbao Vizcaya				
	Argentaria (BBVA)	34,487,446	18,960,734	34,487,446	18,960,734
	Total	34,487,446	18,960,734	34,487,446	18,960,734
		======	======	=====	======
Principal outstanding	g	34,480,305	18,912,279	34,480,305	18,912,279
		======	======		===
Average annual inte	rest rate:	7.64%	6.20%		





NOTE 12 - OTHER CURRENT LIABILITIES

As of December 31, 2007 and 2006 respectively, this caption includes complementary agreement Number 1 of amendement to the public works concession contract, approved by the MOP, as shown below:

NOTE 13 - PROVISIONS AND WRITE DOWNS

As of December 31, 2007 and 2006 respectively, the balance recorded under provisions is:

2007 2006 ThCh\$ ThCh\$

Staff vacation provision 14,903 10,787

As of December 31, 2007 and 2006 the Company has made no write-offs. $\label{eq:company}$



NOTE 14 - SHAREHOLDERS' EQUITY

- a) As set forth in Article N° 15 of Law 18.046, proportional price-level restatements of equity have been incorporated into paid-in capital at each year-end.
- b) Distribution of shareholders:

As of December 31, 2007, the Company's subscribed capital amounting to ThCh\$ 5,700,000 (historic) is divided into 5,700,000 no-par-value shares, which have been fully paid to date.

	Shares	Percentage
Shareholder	Subscribed and paid up	of shareholding
		%
Concesiones Viarias Chile S.A.	2,850,000	50.00
Hochtief PPP Solutions Chile Ltda.	1,710,000	30.00
SCE Holding Chile Ltda	1,140,000	20.00
Total	5,700,000	100.00
	=====	=====

As of December 31, 2006, the Company's subscribed capital amounting to ThCh\$ 5,700,000 (historic) is divided into 5,700,000 no-par-value shares, which have been fully paid to date.

The paid-up shares were distributed as follows:

Taurus Holdings Chile S.A. Hochtief PPP Solutions Chile Ltda.	2,850,000 1,710,000	30.00
SCE Holding Chile Ltda. Total	1,140,000 5,700,000	20.00 100.00
Total	5,700,000	100.00



On February 15, 2006, Hochtief PPP Solutions Chile Limitada transferred to SCE Chilean Holding S.A. 1,140,000 shares, and the latter became a shareholder of the Company.

On November 20, 2006, Taurus Holding S.A. transferred 2,850,000 shares to Concesiones Viarias Chile S.A. RUT 76.492.080-5, and ceased to be a shareholder of the Company.

The shareholders of the Company have subscribed a shareholders agreement, duly registered in the corporate records, which states that the Company is controlled directly or indirectly through a joint action agreement, by the shareholders Concesiones Viarias Chile S.A., Hochtief PPP Solutions Chile Limitada and SCE Chilean Holding S.A. owners of 100% of the equity capital of the Company.

c) At December 31, 2007 and 2006 the shareholders' equity accounts have shown the following movement:

Opening balance Capital increase Reserve for equity restatement Total		2007 Capital paid ThCh\$ 6,068,185 - 449,046 6,517,231	Reserve for equity restatement ThCh\$	2006 Capital paid ThCh\$ 3,079,240 2,855,743 133,202 6,068,185 ======	Reserve for equity restatement ThCh\$
Restated balances				6,517,231 ======	
d) Shares					
Series Single	No. of subscribed shares 5,700,000 =======	share	0,000	No. of voting shares 5,700,000 ======	
e) Capital					
Series Single	Subscribed Capital ThCh\$ 6,517,231	Paid- ThCh 6,517			



NOTE 15 - PRICE-LEVEL RESTATEMENTS

The application of the price-level restatements mechanism generated a net credit to Buildings and infrastructure of ThCh\$ 1,701,491 in 2007 and a net credit of ThCh\$ 47,496 in 2006, as follows:

Assets (charges) / credits	Restatement index	2007	2006
		ThCh\$	ThCh\$
Fixed assets	CPI	2,514,841	139,772
Recoverable taxes	UTM	87,020	1,097
Account receivable from related company	UF	55,916	59,189
Deficit capitalization	UF -CPI	-	(47,496)
Other non-monetary assets		-	-
Total (charges) credits		2,657,777	152,562
Liabilities (charges) / credits			
Shareholders' equity	CPI	(449,046)	(143,059)
Account payable	UF	(507,240)	(9,503)
Deficit capitalization due to price-level			
restatements	UF – CPI	(1,701,491)	-
Total (charges) credits		(2,657,777)	(152,562)
(Loss) income from price-level restatement	S	-	-





NOTE 16 - EXCHANGE DIFFERENCES

As of December 31, 2007 and 2006, items in foreign currency generated a credit to Buildings and infrastructure amounting to ThCh\$ 23,928 and ThCh\$ 93,637, respectively, as follows:

Assets (charges / credits)	Currency	2007 ThCh\$	2006 ThCh\$
Cash and banks	EUR	32	2,887
Cash and banks	USD	109	(194)
Notes and accounts receivable from			
related companies	EUR	(23,630)	94,892
Other assets	EUR	23,928	(93,637)
Total (charges) credits		439	3,948
Liabilities (charges) / credits			
Accounts payable	USD	(439)	(3,948)
Total (charges) credits		(439)	(3,948)
Exchange difference (gain) loss		-	-
		====	=====

NOTE 17 - STATEMENT OF CASH FLOWS

According to Circular N° 1501 of the Superintendency of Securities and Insurance, financing or investment activities that commit future cash flows are detailed in Notes 6, 9, 10, 12 and 23 and exclusively relate to the public works known as "Variante Vespucio – El Salto – Kennedy"

a) The flow of cash and cash equivalents includes the following items:

	=====	=====
Total	9,913,861	364,287
Resale agreement in pesos	5,016,582	-
Marketable securities	4,895,179	346,870
Cash and banks	2,100	17,417
	ThCh\$	ThCh\$
	2007	2006



b) The other financing sources refer to a net advance payment received from the MOP for Supplementary Agreement No. 1 mentioned in Note 24.

NOTE 18 - CONTINGENCIES AND RESTRICTIONS

a) Guarantees

As of December 31, 2007, Company has ten bank performance bonds, in a total amount of UF 52,500, for Construction with the Ministry of Public Works (MOP), pursuant to the tender bases, numeral 1.8.1.1. Such bonds were issued by the Security Bank and taken by Constructora Vespucio Norte S.A., payable on sight, in favor of the General Director of Public Works.

b) Lawsuits or other legal actions

As of December 31, 2007, the residents of the Pedro de Valdivia quarter filed a class action lawsuit against the Company for contingent damage as a result of a landslide occurred on November 18, 2006 in the Tunnel's access. The amount claimed is indefinite. The complaint is being prosecuted before the 22 Civil Court of Santiago under case N° 22.774-06. On June 27 the rejoinder was filed. The resolution which summons the parties for conciliation is pending issuance. If settlement is not achieved, the evidentiary stage follows.

c) Restrictions

As of December 31, 2007 the Company is subject to restrictions pursuant to the contract of credit line opening with BBVA, where clause seven, number two, paragraph twelve, states "maintain a minimum ratio of company-owned funds to indebtedness, at least equal to thirty/seventy, where indebtedness shall mean, for any date, the total principal of the project's loans".

d) Other contingencies

The Company complies with every provision set forth by Supreme Decree N° 900 Law of Public Work Concession, dated December 31, 1996, as well as its Regulation (Decree Law N° 956 of 10/06/1997).





NOTE 19 - GUARANTEES OBTAINED FROM THIRD PARTIES

As of December 31, 2007 the Company has guarantees from third parties as follows:

Beneficiary : BBVA Chile.

Purpose : Provide a counterguarantee to BBVA Chile for the obligations derived from the bridging loan in favor of Sociedad Concesionaria Túnel San Cristóbal S.A.

Underwriters : Dragados Concesiones e Infraestructura S.A. for UF 1,050,000 and Hochtief AG for UF 1,050,000.

As of December 31, 2006 the Company has guarantees from third parties as follows:

Beneficiary : BBVA Chile.

Purpose : Provide a counterguarantee to BBVA Chile for the obligations derived from the bridging loan in favor of Sociedad Concesionaria Túnel San Cristóbal S.A.

Underwriters : Dragados Concesiones e Infraestructura S.A. for UF 362,500 and Hochtief AG for UF 362,500.



NOTE 20 -LOCAL AND FOREIGN CURRENCY

a) Current assets

Item	Item Currency		Amount
		2007	2006
		ThCh\$	ThCh\$
Cash and banks	Non-indexed Ch\$	1,958	16,910
Cash and banks	EUR	40	434
Cash and banks	USD	102	73
Marketable securities	Non-indexed Ch\$	4,894,440	346,328
Marketable securities	EUR	739	542
Miscellaneous receivables	Non-indexed Ch\$	2,119,742	975,723
Recoverable taxes	Indexed Ch\$	560,294	1,067,980
Notes and accounts receivable from			
related companies	Indexed Ch\$	326,555	-
Notes and accounts receivable from			
related companies	EUR	90,578	338,767
Notes and accounts receivable from			
related companies	UF	-	1,797,595
Short-term deferred taxes	Indexed Ch\$	2,533	1,833
Others	Non-indexed Ch\$	5,016,582	176,200
Fixed assets			
Buildings and infrastructure	Indexed Ch\$	43,576,312	25,335,773
Machinery and equipment	Indexed Ch\$	105,133	35,188



Item	Currency	Amount	Amount
		2007	2006
		ThCh\$	ThCh\$
Other assets			
Long-term deferred taxes	Indexed Ch\$	-	40,141
Others	Non-indexed Ch\$	1,447	-
Total Assets	Non-indexed Ch\$	12,034,169	1,515,161
		=======	=======
	EUR	91,357	339,743
		======	=======
	USD	102	73
		======	=======
	Indexed Ch\$	44,570,827	26,480,915
		======	=======
	UF.	-	1,797,595
		======	=======

b) Current Liabilities

		2007		2006	
Item	Currency	Amount	Int. rate	Amount	Int. rate
		ThCh\$	%	ThCh\$	%
Bank borrowings	Non-indexed Ch\$	34,487,446	7.64	18,960,734	6.32
Accounts payable	Non-indexed Ch\$	74,947		50,335	
Accounts payable	USD	-		23,311	
Accounts payable	UF	-		172,311	
Withholdings	Non-indexed Ch\$	5,976		4,513	
Provisions	Non-indexed Ch\$	14,903		10,787	
Notes and accounts payable to					
related companies	UF	1,330,351		2,172,761	
Other current liabilities	UF	3,720,178		-	
Notes and accounts payable to					
related companies	Non-indexed Ch\$	131,559			
ı	· ·	,			

Up to 90 days



Income taxes	Indexed Ch\$	-	-
Miscellaneous payables	Non-Indexed Ch\$	494,000	495,768
Total current liabilities	Non-indexed Ch\$	35,077,272	19,653,696
	USD	-	23,311
	UF	5,050,529	2,345,072
	Indexed Ch\$	-	_

c) Long-term liabilities 2007

- At December 31, 2007:

		1 to 3 years		More than 10	years
			Average annual		Average annual
Item	Currency	Amount	interest rate	Amount	interest rate
		ThUS\$	%	ThUS\$	%
Notes and accounts payable to related companies Deferred taxes	UF Indexed Ch\$	- 472,706	- -	9,578,717 -	8
Total long-term liabilities	UF Indexed Ch\$	- 472,706	-	9,578,717	





- At December 31, 2006:

		1 to 3 years		More than 10	years
	-		Average		Average
			annual		annual
Item	Currency	Amount	interest rate	Amount	interest rate
		ThUS\$	%	ThUS\$	%
Notes and accounts payable					
to related companies	UF	-	-	1,594.178	8
Total long-term liabilities	UF	-	-	1,594.178	
		=====		======	

NOTE 21 - PENALTIES

a) Superintendency of Securities and Insurance:

Neither the Company nor its directors or managers have been sanctioned by the Superintendency for the years ended December 31, 2007 and 2006.

b) Other administrative authorities:

Neither the Company nor its directors or managers have been sanctioned by any regulatory authority for the years ended December 31, 2007 and 2006.

NOTE 22 - SUBSEQUENT EVENTS

Between December 31, 2007 and the date of issue of these financial statements, there have not been any other financial or other events significantly affecting the financial and equity situation of the Company.



NOTE 23 - ENVIRONMENTAL ISSUES

As set forth in article 2.3.6.1.2 of the tender bases and in point 7-3 of the Reference Environmental Impact Study, the Concessionaire must implement noise control measures during construction, in order to avoid that noise levels from the project's building activities cause troubles to places sensitive to noise such as; homes, educational, religious, entertainment and health establishments. In this regard, acoustic control monitoring has been performed, which has consistently evidenced compliance with the current legal regulations. In this sense, monthly noise monitoring has been performed 24 hours a day, and everything was in compliance with the standards, as set forth in Supreme Decree 146/97.

As for the physical environment of the northern sector, the landscaping and geomorphology of that place were altered. Also, detours were implemented that involves the building of an embankment to provide for provisional and permanent routes, which in turn involved performing construction on the access routes to Américo Vespucio to build fences with metallic netting and raschell to segregate the work, highway defenses, horizontal and vertical demarcation. All this construction progress, along with the construction work on the slope of the entrance, made it necessary to move the construction work somewhere else.

With regard to the physical environment of the southern sector, the alteration of the landscaping and geomorphology of this place was maintained, since it was necessary to make a cut in the land and the support for the slopes, the dig for structure walls of the over and underpasses. Furthermore, to carry out the external highway work in the sector of El Cerro Avenue, the acoustic screens have been moved, and thus it has been necessary to remove the existing street furniture, which must be handed over, according to the instructions of the Government Inspector, to the Municipality of Providencia. Also, the pedestrian bridge has been implemented, and a zebra crossing and necessary signs have been placed on Los Conquistadores Street to allow pedestrians to cross El Cerro Avenue.

To prevent the possible migration of rodents towards the housing units in El Cerro Avenue, a quarantined area was implemented along the site. This quarantine is checked weekly by an authorized company, which is in charge of maintaining the mouse and rat traps.

As set forth in article 2.2.2.10 of the tender bases, the Concessionaire must develop a natural scenery program. In this sense, the placement of concrete canes has continued in the slopes of the southern sector, as established in the Landscaping Project approved by the Government Inspector. At the same time, the irrigation network has been designed and installation works have been started.

During the summer period, and in compliance with article 2.3.6.1.1 and point 7-3 of the Reference Environmental Impact Study, in connection with the fact that the Concessionaire must implement all necessary measures to pick up or eliminate the emissions of gases, powders or pollutants of any kind coming from the works. In this regard, it could be said that the frequency of humidification for the premises of north and south work sites, and the sweeping and cleaning of the streets bordering the access to work site, e.i. Los Conquistadores Ave. and Los Turistas Street.



NOTE 24 - CONCESSION CONTRACT DETAILS

- a) The concession contract is composed of the tender bases, related information circulars, the decree for the award and the relevant regulations contained in the following pieces of legislation:
 - Supreme Decree N° 900 of the MOP (Ministry of Public Works) 1996, which sets the adapted, coordinated and standardized text of the MOP's statutory decree N° 164, of 1991, Public Works Concession Law.
 - Supreme Decree N° 956 of the MOP 1997, Regulations of the Public Works Concession Law.
 - Clause 87 of the MOP statutory decree N° 850 of 1997 which sets the adapted, coordinated and standardized text of Organic Law 15.840, of 1964, of the Ministry of Public Works and of statutory decree N° 206, 1960, the Roadways Law.
- b) The concession will last for 384 months as stated in clause 1.7.6 of the tender bases. The start of this term will be as established in clause 1.7.5 of the tender bases, published on February 21, 2005.
- c) The Concessionaire will execute, repair, preserve, maintain, exploit and operate the works contained in the tender bases, the concession project "Variante Vespucio El Salto Kennedy" which connect the Américo Vespucio avenue in the El Salto area, suburb of Huechuraba, to the suburbs of Providencia and Las Condes, in El Cerro and Kennedy avenues, respectively. The project will be implemented by building 2 parallel tunnels that will cross the San Cristóbal Hill and a surface road system that will perform the connections stated in point 1.3 of the tender bases.

The Concessionaire must prepare the Detailed Engineering Project necessary for the execution of the works referred to in article 1.9.1 of the tender bases, and can incorporate, under its entire charge, cost and liability, with the approval of the government inspector, other additional works the minimum ones required that, in the Company's opinion contribute to the improvement of the standards and indicators set forth in the tender bases.

- The works to be carried out over the approximately 4.1km of new highway are:
- Construction of 2.2 km, approximately, of unidirectional two-lane road 3.5m wide and with a variable width median and 1.5m shoulders.
- Construction of 2 unidirectional tunnels 1.9 km long, approximately.
- Construction of Electronic Toll Collection Systems.
- Connection to the Américo Vespucio El Salto road junction.
- Kennedy Ave. Lo Saldes connection.
- El Cerro Ave. connection.



The Concession includes the maintenance of all the woks executed by the Concessionaire in the conditions and standards set forth in the tender bases for the Construction and Operation stages.

The works to be executed are established in articles 1.3 and 2.3 of the tender bases, and comprise the following:

		Items Article of the tender bases
I)	Works to be carried out	2.3.1
1	Divided highways	2.3.1.1
2	Tunnels	2.3.1.2
3	Complementary works	2.3.1.3
4	"Arturo Merino Benítez" Pass	2.3.1.3.1
5	Fire gas evacuation system	2.3.1.3.2
6	Road security main systems	2.3.1.3.3
7	Border fences	2.3.1.4
8	Staking of the strip	2.3.1.5
9	Clearance and clearing of the fiscal strip delivered	2.3.1.6
10	Rights of way	2.3.1.7
11	System of signs and fencing	2.3.1.8.1
12	Separation of highway	2.3.1.8.2
13	Lighting works	2.3.1.8.3
II)	Fiscal assets warehouse	2.3.2
III)	Mandatory special services	2.3.3
1	Emergency vehicles	2.3.3.1
2	Crane	2.3.3.2
3	Emergency telephones	2.3.3.3

As set forth in article 2.2 of the tender bases, prior to beginning of the construction of the Works, the Concessionaire must develop and submit, for the approval of the government inspector, the final engineering projects of all the concession works defined in the Concessionaire's tender bases and technical bid, as well as the works not projected yet but required in the tender bases, which must conform to the conditions set forth in the document of the Concession Contract.

In connection with the detailed engineering of the tunnels, the Concessionaire must conform to the minimum requirements stated in article 2.2.3 of the tender bases.





The Detailed Engineering Projects the Concessionaire must prepare will conform to the conditions established in the technical bases forming the tender bases and to the minimum. standards stated in the preliminary designs and reference studies that are part of its technical bid, as well as the current regulations. Particularly, they must conform to the instructions from the departments for studies of tunnels & bridges and systems of signals and road security or the departments of the Bureau of Road Systems that replace them. The documents stated in article 2.2.1 of the tender bases must be considered among other documents.

The Concessionaire must implement a "Sistema Electrónico de Cobro de Tarifas" (Electronic Toll Collection System) for right of way, which characteristics must correspond to those set forth in article 2.2.4 of the tender bases and which general, necessary and specific requirements that must be fully met, are described in articles 1.15.1, 1.15.2. 1.15.3, respectively, of the tender bases.

According to the economic bid of the Successful Bidding Group, the maximum value of the Off-Peak Base Rate (Tarifa Base Fuera de Punta -TBFP) for Kennedy - El Salto direction, is established at Ch\$ 125, expressed in pesos corresponding to December 31, 2003, for vehicles classified as Type 1, pursuant to Table la Table No 7 of the tender bases.

As set forth in article 1.14 of the tender bases, the Concessionaire must comply with the regulations below in order to establish rates. The collection of rates exceeding the maximum rates authorized and/or non compliance with the conditions stated for collection will lead the Company to incur the penalty set forth in article 1.8.10, which does not preclude the collection of the guarantees established in article 1.8.1, both in the tender bases, as well as the legal actions applicable.

CONCESSIONAIRE OBLIGATIONS

- Legally constitute the concession-holding company (Concessionaire) promised in the technical offer, as stated in clause 1.7.3 of the tender bases, within 60 days of the publication in the Official Gazette of the Supreme Decree awarding the concession contract. In addition, within 60 days of the same date, the tender winner must sign before a notary three transcriptions of the Supreme Decree awarding the concession as a sign of its acceptance. The winner must also legalize one of the copies before the same Notary, as required in clause 1.7.4 of the tender bases.
- II) Upon execution of the constitution deed of the Concessionaire, the company's capital must be fully subscribed and not be less than Ch\$ 5,700,000,000 of which at least Ch\$ 1,440,000,000 should be paid in cash. The balance of capital should be paid in cash within 12 months of the date of this public deed, all in accordance with clause 1.7.3 of the tender bases.
- Within 60 days of its incorporation, the Concessionaire must have requested its registration with the Superintendency of Securities and Insurance, which will be evidenced by the respective certificate. Once the registration process is concluded and within the following five days, the Concessionaire must submit to the Government Inspector a certificate evidencing such registration, as required by clause 1.7.3 of the tender bases.
- Build, repair, preserve and operate the works the Concessionaire is responsible for under the documents forming part of the concession contract, in the manner, conditions, mode and terms stated in such documents.



- V) Provide the basic services for which the Concessionaire is authorized to collect rates from users.
- VI) Provide the special mandatory services, in conformity with article 1.10.9.1 of the tender bases.
- VII) The Concessionaire will pay to the MOP the amount of UF 142,000 for acquisitions and expropriations. This payment should be made in one amount by means of a bankers draft in favor of the DGOP within 120 days from the date of publication of this Supreme Decree of the Concession Contract's Award, as stated in clause 1.8.8 of the tender bases.
- VIII) As set forth in articles 1.12.1.1.1 and 1.12.1.1.2 of the tender bases, the Concessionaire must make, in relation to the Administration and Control of the Concession Contract and to the concrete structures, respectively, the following payments to the State:
- An annual payment to the MOP for the administration and control of the Concession Contract. During the construction staged defined in clause 1.9.2 of the tender bases, the Concessionaire must pay the sum of UF 40,500 divided into three equal installments of UF 13,500. The first of these installments must be paid on the last business day of January following the date of publication of the supreme decree of the Concession Contract's Award in the Official Gazette, and the two remaining payments on the last working day of January of each successive year. During the operation stage, the amount payable for this concept will be UF 3,000 annually. For the first month of January following the authorization for the Provisional Service Start-up, the Concessionaire must make, in addition to the total payment corresponding to the current year, the proportion of the prior year including the month in which the Provisional Service Start-up of the Works is authorized, if applicable. For such purposes, the amounts payable will be estimated at the rate of UF 250 a month. These amounts will be paid on the last working day of January of each year, for the whole calendar year.
- UF 2,500 for the execution of artistic works associated with the project to be defined by a commission of eminent persons called together by the Ministry of Public Works National Architecture Bureau, which will act as a technical agency and will be responsible for the government inspection of the carrying out of these works, including their contracting. The Concessionaire must consider the maintenance of the concrete structures included in the concession. This amount will be paid to the MOP in one installment, by means of a bankers draft in favor of the General Director of Public Works, within 150 days from the date of publication of this supreme decree of the Concession Contract's Award in the Official Gazette.
- IX) The Concessionaire or Tender Winner, as the case may be, must make a payment to the Bidder, Infraestructura 2000 S.A, specified in article 1.2.4 of the tender bases, in the amount of UF 22,073, related to the reimbursement of the studies of engineering and environmental impact carried out by the latter for the project. Such amount must be paid to the Bidder by means of a bankers draft within 6 months from the date of publication of this supreme decree of Concession's Award in the Official Gazette and conforming in the rest to article 2 of the MOP Supreme Decree No 900 dated 1996, as set forth in article 1.12.1.1.3 of the tender bases.



- X) The Concessionaire must take out civil liability insurance cover for damages to third parties as well as the catastrophic cover as stated in clauses 1.8.14 and 1.8.15, respectively, of the tender bases.
- f) CONCESSIONAIRE RIGHTS
- I) Operate the works upon authorization for their Provisional Service Start-Up and until the concession is terminated, as stated in clause 1.10 of the tender bases.
- II) Collect the tolls from all users of the concession as established in clauses 1.13, 1.14 and 1.15 of the tender bases.
- III) As set forth in article 1.14.8 of the tender bases, the Concessionaire can propose, on a justified basis, every two years a review to the rate adjustment system established in article 1.14.5, and to the collection system established in article 1.15, both of the tender bases, as well as the replacement of the collection points, which can be either accepted or rejected by the MOP, with the approval of the Ministry of the Treasury.
- IV) The Concessionaire will be entitled to perform a Rate Management according to the conditions established in letters a), b), c) and d) of article 1.14.9 of the tender bases.
- V) Operate the complementary services pursuant to article 1.10.9.2 of the tender bases.

g) CONSTRUCTION GUARANTEE

Within the 70 days prior to starting construction of the works, as stated in article 1.7.5 of the tender bases, the Concessionaire must deliver the Construction Guarantee, which must comprise ten bank performance bonds of equal amounts payable on sight issued in Santiago, Chile in favor of the General Director of Public Works by a bank in that market, for a total of UF 75,000. Each bond must have a term of 40 months from their delivery date.

The performance bond will be returned within 15 days of the revision by the MOP of the Construction Guarantee, provided that the Concessionaire has complied with all the formalities required by the tender bases.

When the Concessionaire requests to start the works in advance, the Government Inspector, in the event such request is accepted, must determine the term for the delivery of this guarantee, which can not exceed 10 days from the acceptance of the application and, in any event, before the start in advance of the works.

Once the carrying out of 30% of the works has been confirmed through the respective progress declaration foreseen in clause 1.9.2.6 of the tender bases, the performance bond must be replaced by ten bank performance bonds of equal amounts for a total value of UF 52,500 and the term of each bond will be the difference between 34 months from the beginning of the construction work and the time elapsed until the respective progress declaration, plus 6 months.



Once the carrying out of 50% of the works has been certified through the respective progress declaration foreseen in clause 1.9.2.6 of the tender bases, the performance bonds must be replaced by ten bank performance bonds, of equal amounts, for a total value of UF 37,500 and the term of each bond will be the difference between 34 months from the beginning of the construction works and the time elapsed until the respective progress declaration, plus 6 months.

Once the carrying out of 70% of the works has been certified through the respective progress declaration foreseen in clause 1.9.2.6 of the tender bases, the performance bonds must be replaced by ten bank performance bonds, of equal amounts, for a total value of UF 22,500 and the term of each bond will be the difference between 34 months from the beginning of the construction works and the time elapsed until the respective progress declaration, plus 6 months.

All the performance bonds must be payable on sight, issued in Santiago, Chile, by a bank in that market in favor of the General Director of Public Works, and remain in force during the whole works construction period, plus 6 months, notwithstanding the fact that the Concessionaire has delivered the bank performance bond(s) relating to the operation as indicated in clause 1.8.1.2 of the tender bases.

The performance bond will be returned to the Concessionaire once the Provisional Service Start-Up for all the works has been authorized provided that the whole operation guarantee has been delivered to the satisfaction of the MOP and in accordance with the regulations of the Concessions Law. Once all the above is complied with, the MOP will return the construction guarantee within a maximum period of 30 days.

h) OPERATION GUARANTEE

Within the 30 days prior to the request of Provisional Service Start-Up of the works as defined in article 1.9.2.7 of the tender bases, the Concessionaire will deliver the respective operation guarantee to the MOP. Such guarantee must comprise ten bank performance bonds of equal amounts issued in favor of the General Director of Public Works in Santiago, Chile by a bank in that market. The total value of the operation guarantee is UF 55,000.

The term of each performance bond will be equal to the operation period, plus 12 months. However, the Concessionaire can choose to deliver performance bonds which term is shorter, but not less than 5 years, and renew them 90 days before their expiry date, provided that such a procedure is accepted by the DGOP and each document is submitted before the maturity date of the previous one. In this case, the Concessionaire should request the corresponding authorization from the DGOP in writing. Within the 30 days of the receipt of this application at the Reception Office of the DGOP, the latter will notify in writing its decision of rejection or acceptance. In this last case, the term of the last performance bonds will be for the remaining term of the operation period, plus 12 months.

Within the 30 days prior to the Provisional Service Start-Up of the whole concession, the Concessionaire may replace the current operation guarantees by ten bank performance bonds, of equal amounts, payable on sight in a total amount of UF 55,000 and with a term equal to the remaining operation period plus 12 months. However, the Concessionaire





can choose to deliver performance bonds of shorter term but of not less than 5 years and renew them 90 days before their expiry date, provided that such a procedure is accepted by the DGOP and each document is submitted before the expiry date of the previous one. In this last case, the term of the last performance bond will be the remaining term of the operation period, plus 12 months.

The MOP will not authorize the Provisional Service Start-Up specified in article 1.9.2.7 of the tender bases if the obligation to deliver the operation guarantee, previously approved by the Government Inspector, is not complied with.

The Concessionaire must deliver an Additional Operation Guarantee to ensure compliance with the condition with which the State will receive the concession, set forth in article 1.11.3 of the tender bases. Such guarantee will be delivered when 24 months remain before termination of the Contract, by means of ten bank performance bonds of equal amounts, payable on sight, issued in favor of the General Director of Public Works in Santiago, Chile by a bank of the same market, for a value equivalent to UF 55,000. Such additional guarantee will have a term of 3 years.

All operation performance bonds must be payable on sight.

The bank performance bonds will be returned within 15 days from the time the Government Inspector of the operation certifies that the Concessionaire has complied with all its obligations contracted with the MOP.

The Additional Operation Guarantee will be returned by the MOP within the 15 days following the respective expiry date.

On June 16, 2006 resolution N° 1402 was legalized, which:

I) STATES that "Sociedad Concesionaria Túnel San Cristóbal S.A." must modify and improve the Works of both the north area of the Concession works and of the Américo Vespucio Avenue, through the development of the engineering project and other studies required for the modification of the layout of the tunnels and the respective accesses in the north area of the work and the execution of the works of the so-called "La Pirámide Alternative". The Company shall be responsible for and take charge of all construction, geological and natural risks of "La Pirámide Alternative", as well as for all obligations set forth in the tender bases for the Reference Project, which extend to the referred alternative.

The maximum cost for these works is fixed at UF 795,000. The respective Complementary Agreement shall state the procedure to define the final value of the construction of the referred works, as well as the higher costs for the development of their engineering, maintenance, operation and exploitation which, according to the type of works, should be compensated by the MOP to the Concessionaire. Likewise, the Complementary Agreement must consider the value of the works the Concessionaire stops executing as a result of the modification and which are valued at UF 165,000.



The General Director of Public Works certifies that the maximum value pointed out refers to those that normally would prevail in the markets for this kind of works. Similarly, the General Director of Public Works shall certify the final values for the construction of the works, as well as those related to the costs of engineering, insurance, preservation, maintenance, operation and exploitation of the works referred to above to be agreed in the respective Complementary Agreement.

The way of compensation to the Concessionaire for the higher investments referred to above shall be agreed and set forth in the respective Complementary Agreement.

- II) STATES that the addition of "La Pirámide Alternative" and the change of layout and related works, expressly modify the CONCESSION AREA, as clearly set forth in the definition of N°4 of article 1.2.3 of the tender bases, i.e., as all those required to execute the works and provide the services defined in the concession contract, which shall be put on record in the Complementary Agreement.
- III) MODIFIES the total and partial terms stated in the Concession Agreement, including the total term of the concession, the term for the Service Start-up, the term for the Construction Stage and all intermediate terms, particularly those necessary to make the progress declarations as set forth in article 1.9.26 of the tender bases, to the effect that the said terms are increased by six months. Such increase of six month will be applied to the original terms fixed by the tender bases notwithstanding the commitments already accomplished.

The Concessionaire must submit, for the authorization from the Government Inspector, a new program for execution of the works, within a period not exceeding 30 days from the total proceeding of this Resolution. The new program referred to above must include all items and the respective computation of volumes. The Government Inspector, within 30 days, must approve, reject or request clarifications or corrections to the Execution Program of the Concession's Works, submitted by the Concessionaire. If the Government Inspector requests any clarification or correction, the Concessionaire must submit them again for the respective approval, within the term determined by the Government Inspector. In the event of any delay by the Concessionaire to comply with the referred obligation, a daily penalty of 20 UTM (monthly tax unit) will be imposed to it for each day of delay.

- IV) STATES that the Concessionaire must execute the engineering studies and projects within the maximum term indicated by the Government Inspector through the respective recording in the Works Book. Such terms shall be counted from the day in which the Concessionaire subscribes this instrument as sign of acceptance, as set forth in number 5 below. In the event of any delay in the execution of the abovementioned studies and projects, in connection with the maximum terms to be established, a daily penalty will be impose on the Concessionaire for each delayed works, amounting to 20 UTM per each day of delay. The execution of each works must comply with the standards and requirements set forth in the tender bases and other instruments which are part of the concession contract, as well as those specified in the respective Complementary Agreement the parties must sign for these purposes.
- V) STATES that the modifications to works and services discussed in this resolution and other particular conditions derived therefrom shall be the subject-matter of a Complementary Agreement that the parties to the Concession Contract shall enter into for these purposes, within a term not exceeding 12 months from the date of the total proceeding of this resolution.





Supplementary Agreement

a) By virtue of DGOP Resolution (exempt) No. 1402, dated 02 May, 2006, and as set forth in articles 19 of the Law of Public Works Concessions and 69 of its regulation, Supplementary Agreement Number 1 was approved, which amended the concession contract for the government public project named "Variante Vespucio - El Salto - Kennedy".

The work and service authorized in this agreement, whose total amount of UF 795,000, which is the definite amount and shall be offset by the Company for the higher investments resulting from the works. Furthermore, the amount of the works the Company fails to carry out as result of this amendment will be considered, valued at UF 165,000. In addition, it was stated that the incorporation of the works referred to as "Pyramid Alternative" and the re-routing and related works, explicitly modifies the area of the concession. Similarly, the extension of the total timeframe of the concession by six months, as well as the timeframe for construction and other intermediate deadlines necessary to perform the declaration of progress, was stipulated



Reasoned Analysis



1) Valuation of Assets and Liabilities

The Assets and Liabilities are presented according to accounting principles generally accepted in Chile, issued by the Colegio de Contadores de Chile A.G., and the regulations and instructions of the Superintendency of Securities and Insurance.

Current Assets

As of the closing of the fiscal year, this item amounted to ThCLP 13.013.563, equivalent to 22.95% of the total Assets. It is mainly comprised of the Other Current Assets entry for ThCLP 5.016.582, equivalent to 38.55% of the item, an amount that corresponds to investment in Pacts. There is also the Sundry Debtors entry for ThCLP 2.119.742, equivalent to 16.29% of the item, an amount that mainly corresponds to the remainder of VAT tax credit.

Fixed Assets

As of the closing of the fiscal year, this item amounted to ThCLP 43.681.445, equivalent to 77.04% of Total Assets. It is mainly comprised of the Construction and Infrastructure works entry for ThCLP 43.576.312, equivalent to 99.76% of the item, which corresponds to investment in construction works, payments to the MOP according to the Bidding Terms and Conditions, traffic and toll systems, the accrued deficit, and the activated expenses of the fiscal year.

Compared to the previous period, the item shows a significant increase, accounted for by the Progress of the Works and the expenses associated with the project.

Other Assets

This entry is mainly comprised of Other Assets, which correspond to guaranties in the amount of ThCLP 1.447, equivalent to 100.00% of the item.

Current Liabilities

As of the closing of the fiscal year, the current liabilities amounted to ThCLP 40.127.801, equivalent to 70.78% of Total Liabilities. It is mainly comprised of the Shortterm obligations with banks and financial institutions entry for ThCLP 34.487.446, equivalent to 85.94% of the item, which corresponds to the bridge credit obtained from Banco BBVA. There is also the Short term documents and accounts payable to related companies entry for ThCLP 1.330.351, equivalent to 3.32% of the item, which corresponds mainly to the payment statement owed to Constructora Vespucio Norte S.A. as of the closing of the fiscal year.

Compared to the previous period, the item shows an increase, accounted for by the disbursements for the bridge credit made during the fiscal year.

Long-Term Liabilities

This item is comprised of the Long-term documents and accounts payable to related companies item for ThCLP 9.578.717, equivalent to 95.30% of the item, which corresponds to the loans of the related stockholders with the subordinate debt contract...

Net Worth

The company has a paid-in capital of ThCLP 6.517.231



2) Analysis of the General Balance Sheet

The Assets and Liabilities items are the following:

ASSETS

	2007	%	2006	%
	ThCh\$		ThCh\$	
Current Assets	13,011,031	22.77	4,722,385	15.67
Fixed assets	44,133,439	77.23	25,370,961	84.20
Other Assets	1,447	0.00	40,141	0.13
Total assets	57,145,917	100.00	30,133,487	100.00
	======		======	
LIABILITIES				
Current liabilities	41,049,969	71.83	22,022,079	73.08
Long-term liabilities	9,578,717	16.76	1,594,178	5.29
Shareholders' equity	6,517,231	11.40	6,517,231	21.63
Total liabilities	57,145,917	100.00	30,133,488	100.00
	======		======	

The main financial indexes are:

RATIOS	2007	2006
Current liquidity	0.32	0.21
Acid test	0.32	0.21
Most acid test	0.12	0.02
Debt	0.89	0.73
Debt / equity	7.77	3.38
Equity / total assets	0.11	0.22
Working capital in ThCh\$	(28,038,938)	(17,299,693)



3) Analysis of the differences between the book values and economic and/or market value of the main assets.

There have been no differences between the book value and the economic value of the Company's main assets.

4) Analysis of the Accrued Deficit Statement

By virtue of what is set forth in circular letter No. 981 of the Superintendency of Securities and Insurance dated March 28, 1990, the Company must submit:

Accrued Deficit Statement during the development period. However, the Concession Holding Company resorted to the provisions of Technical Bulletin No. 67 of the Colegio de Contadores de Chile A.G., considering within the accrued deficit statement the extraordinary items that are not considered by the Technical Bulletin mentioned above.

5) Analysis of significant variations during the fiscal year, in the market, competition and relative participation.

The Company does not report any income because it has not yet started the exploitation stage and is fully engaged in investment in construction. In general, the industry in which it participates is strongly correlated with the growth of the country's product (GDP).

6) Description and analysis of the sources and uses of funds.

During the present fiscal year, funds were obtained from disbursements made from the bridge loan for ThCLP 34.487.446 and from loans obtained from related companies for ThCLP 9.578.717 which correspond to the Capital of the subordinate debt. These sources of financing were used mainly to purchase Fixed Assets for ThCLP 43.576.312, an item comprised of the project's investments, costs and expenses. The funds' surplus has been temporarily invested in Mutual Funds classified as cash equivalent. (see note 16)

7) Risk allocation mechanism

The Company pointed out in its Economic Bid that it did not accept the risk allocation mechanism, which means that the State does not guarantee minimum income and does not co-participate in the income of the Concession Company in the present concession, which would allow distributing the risks arising from the uncertainty in the toll paying traffic in the concession during the exploitation stage, and therefore the Company does not consider this option. The Company did not take any coverage of the Guaranteed Minimum Income (IMG) system.



8) Currency backing mechanism.

There is none.





SIGNING OF THE REPORT

In conformity with that is established in the Norm of General Character No. 30 of the Superintendency of Securities and Insurance, this 2007 Annual Report of Sociedad Concesionaria Túnel San Cristóbal S.A. has been signed by the majority of the members of the Board of Directors and by the General Manager.

Name	Position	Signature
Antonino Castellucci	Chairman	Alles -
Antonio de la Llama Campillo	Director	m
Bernward Kulle	Director	J. Kys
Wilfried Rammler	Director	Diffred Ren les
Rüdiger Trenkle	General Manager	

Santiago, March 14, 2008.



AFFIDAVIT

The undersigned, in their capacity as Directors and General Manager, respectively, of Sociedad Concesionaria Túnel San Cristóbal S.A., domiciled for this purposes at Av. del Valle No. 945, office 3604, Huechuraba, Santiago, declare under oath that all the information provided included in the Annual Report of the year 2007 of Sociedad Concesionaria Túnel San Cristóbal S.A. is true.

NAME AND IDENTITY CARD OR PASSPORT

DIRECTORS:

Antonino Castellucci Chairman National Identity Card no. 14.746.924-1

Antonio de la Llama Campillo Director Spanish passport AC 023123

Bernward Kulle Director German passport No. 1489341848

Wilfried Rammler Director German passport No. 5041473741

GENERAL MANAGER:

Rüdiger Trenkle National Identity Card No. 21.153.742-6

Santiago, Chile, March 14, 2008.

SIGNATURE

My B. Mys Wilfred Ren les

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