

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

IN RE: ASARCO LLC, <i>et al.</i> Debtors.	§ § § § §	Case No. 05-21207 Chapter 11 (Jointly Administered)
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**ASARCO INCORPORATED AND AMERICAS MINING CORPORATION'S
SEVENTH AMENDED PLAN OF REORGANIZATION FOR THE
DEBTORS UNDER CHAPTER 11 OF THE UNITED STATES
BANKRUPTCY CODE, AS MODIFIED ON AUGUST 20, 2009**

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Dated: August 17, 2009

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Administrator; and (iii) the Environmental Custodial Trusts shall be established and funded pursuant to Article 7.1.

On the Effective Date or as soon thereafter as practicable (i) the Tax Refund shall be delivered to the Parent's Plan Administrator in accordance with Article 10.8; (ii) Reorganized ASARCO shall deliver the ASARCO Note, the ASARCO Security Agreement and the ASARCO Deed of Trust to the Section 524(g) Trust; (iii) the Parent shall deliver its guarantee of the ASARCO Note; and (iv) ASARCO USA Incorporated or its designee that holds the equity interests in Reorganized ASARCO shall deliver the Parent Pledge Agreement to the Section 524(g) Trust.

On the Effective Date, the Parent and the Parent's Affiliates shall waive all Administrative and General Unsecured Claims held by the Parent or the Parent's Affiliates against the Debtors through the Effective Date, including, for the avoidance of doubt, Claims for reimbursement pursuant to the Tax Sharing Agreement for any period prior to the Effective Date.

On the Effective Date, the Parent and Reorganized ASARCO shall enter into the Working Capital Facility. Proceeds drawn from the Working Capital Facility and the Working Capital Reserve shall be used to fund Reorganized ASARCO's working capital needs, including satisfaction of any Distribution Deficiency.

Claims that will be Reinstated under the Parent's Plan shall be paid out of Reorganized ASARCO's operating cash flows unless otherwise provided in the Parent's Plan. For the avoidance of doubt, it is not a condition to the confirmation or effectiveness of the Parent's Plan that any particular Claim or Class has been Allowed by Final Order.

10.2 Support Agreement, Escrow Agreement and Deposit.

To ensure that the Parent is capable of meeting its funding requirements under the Parent's Plan on the Effective Date, Grupo México and the Parent have entered into a Support Agreement under which Grupo México has agreed to promptly provide the Parent with funds in an amount equal to the amount required to permit the Parent to deliver the Parent Contribution in full and fund the Working Capital Facility (attached hereto as **Parent's Plan Exhibit 24**, the "Support Agreement").

Furthermore, to demonstrate its intention and ability to fully and timely consummate the Parent's Plan, the Parent has established an Escrow Account funded with 67,280,000 shares of stock of SCC (the "SCC Shares") and has put in place that certain Amended and Restated Escrow Agreement (attached, in final form, to the Disclosure Statement Supplement as **DS Exhibit S**, as amended pursuant to **Parent's Plan Exhibit 25**, the "Escrow Agreement") with respect to the Escrow Account. Notwithstanding anything to the contrary in the Parent's Plan, in the event of any inconsistency(s) between the Parent's Plan and the Escrow Agreement, the Escrow Agreement shall govern.

10.3 Appointment of Parent's Plan Administrator and Funding of Miscellaneous Parent's Plan Administration Accounts.

(a) On or prior to the Confirmation Date, the Parent shall designate the Entity that shall initially serve as the Parent's Plan Administrator. Upon approval in the Confirmation Order, the Parent's Plan Administrator shall be appointed. The Parent's Plan Administrator shall have and perform all of the duties, responsibilities, rights and obligations set forth in the Parent's Plan Administration Agreement. The Parent's Plan Administrator shall serve without bond, may employ or contract with other Persons to assist in the performance of the Parent's Plan Administrator's duties, which shall be set forth in the Parent's Plan Administration Agreement. The Parent's Plan Administrator shall receive, without further Bankruptcy Court approval, reasonable compensation for such services and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services.

(b) On the Effective Date (or as soon thereafter as is reasonably practicable), the Parent's Plan Administrator shall establish and fund the Parent's Plan Administration Account with sufficient Cash to pay the Parent's Plan Administrator's estimated compensation and expenses, and all other anticipated costs of administration of the Parent's Plan. The Parent's Plan Administrator shall also establish and fund Miscellaneous Parent's Plan Administration Accounts, including the Disputed Claims Reserve, and the Undeliverable and Unclaimed Distribution Reserve, and may also establish such general accounts as the Parent's Plan Administrator deems necessary and appropriate.

(c) On the Effective Date (or as soon thereafter as is reasonably practicable), the Parent's Plan Administrator shall (i) fund the Section 524(g) Trust with the Section 524(g) Trust Assets, (ii) fund the Environmental Custodial Trusts with the Environmental Custodial Trust Assets, and (iii) fund the Disputed Claims Reserve as provided for in Article 13.8 hereof, in accordance with the Parent's Plan.

(d) The Parent's Plan Administrator shall allocate the funds in the Parent's Plan Administration Account to subaccounts corresponding to the enumerated functions of the Parent's Plan Administrator. Until the Parent's Plan Administrator has discharged its obligations, the funds in those subaccounts and the Miscellaneous Parent's Plan Administration Accounts may only be used for the purpose designated for that particular account or subaccount.

(e) To the extent there are any excess funds in the Parent's Plan Administration Account (or any subaccount thereof) or any Miscellaneous Parent's Plan Administration Account, the Parent's Plan Administrator shall distribute such funds, Pro Rata, *first* to holders of Claims in Class 3 until such holders are Paid in Full, *second* to holders of Claims in Class 6 until such Claims are Paid in Full, *third* to holders of Claim in Class 7 until such Claims are Paid in Full, and *fourth* to Reorganized ASARCO to fund its working capital needs.

(f) From and after the Effective Date, upon notification by the Parent's Plan Administrator of any Distribution Deficiency, Reorganized ASARCO shall satisfy such Distribution Deficiency from its working capital and from drawing upon the Working Capital Facility. The Parent's Plan Administrator shall be vested with the right to enforce, on behalf of

the holders of Allowed Claims, the amount of any such Distribution Deficiency against Reorganized ASARCO, including enforcement of rights pursuant to the Support Agreement.

10.4 Distributions To Allowed Claims. On the Effective Date, the Parent's Plan Administrator shall pay the Allowed Claims that are to be paid on the Effective Date. No later than ten days prior to the anticipated Effective Date, the Parent's Plan Administrator shall distribute to the ASARCO Committee a schedule of anticipated distributions on the Effective Date. The Parent, the Parent's Plan Sponsor, the Debtors and the ASARCO Committee shall attempt to resolve any discrepancies or disputes. No later than five days prior to the anticipated Effective Date, the Parent's Plan Administrator shall file such report with the Bankruptcy Court. Any disputes shall be presented to the Bankruptcy Court for resolution.

10.5 Release of Litigations. On the Effective Date, all causes of action identified in the Schedule of Released Litigation (attached hereto as **Parent's Plan Exhibit 2**), which Schedule may be amended or modified by the Parent prior to the Confirmation Date shall be deemed, without any notice, the entry of any other order, or any other action by any party to have been released and dismissed or withdrawn with prejudice. All other causes of action or counts thereof of the Debtors and their estates, including, without limitation, those under chapter 5 of the Bankruptcy Code (or similar state or federal law), and the Asbestos Insurance Actions, shall continue and be pursued as provided in Article 10.13 but subject to Article 6.4 and 5.17 as applicable.

10.6 Prepetition ASARCO Environmental Trust.

(a) The Prepetition ASARCO Environmental Trust shall remain in existence, and shall be unaffected by the Reorganization Cases or any related settlements. The Parent's Plan Administrator shall succeed to ASARCO's administrative role, and will, in its sole discretion, act as Performing Entity (as defined in the Prepetition ASARCO Environmental Trust) from time to time, but will assume no affirmative liabilities or obligations associated with that role. In accordance with the documents governing it, the funds in the Prepetition ASARCO Environmental Trust shall continue to be available for, among other things, (i) identified work sites; (ii) interim costs prior to the effectiveness of the Parent's Plan; and (iii) any shortfalls or unanticipated costs or any other use permitted by the terms of the Prepetition ASARCO Environmental Trust (it being understood that the terms of certain environmental settlements were based on the assumption that certain previously identified, additional environmental response actions to be performed by ASARCO, the Parent's Plan Administrator or the United States would be reimbursed from the Prepetition ASARCO Environmental Trust). The Parent will make any remaining required contributions to the Prepetition ASARCO Environmental Trust in the ordinary course.

(b) The funds remaining in the Prepetition ASARCO Environmental Trust shall be separate from and without prejudice to the distributions to be made to holders of Claims, as described in Article IV of the Parent's Plan.

10.7 Operations and Settlements Between the Confirmation Date and the Effective Date. Except as set forth herein with respect to the appointment of the Parent's Plan Administrator, during the period from the Confirmation Date through and until the Effective

10.22 Wind Down of Subsidiary Debtors. On the Effective Date (or as soon thereafter as is reasonably practicable) and concurrently with payment of all Allowed Claims that are to be paid on the Effective Date and funding of the Disputed Claims Reserve, (a) the Subsidiary Debtor Assets shall be transferred to Reorganized ASARCO free and clear of any and all Liens, Claims, encumbrances, or interests of any kind in such property of any Person or Entity except as provided in the Parent's Plan, (b) all assets of the Subsidiary Debtors other than the Subsidiary Debtor Assets shall be transferred to the Plan Administrator for the benefit of Reorganized ASARCO, free and clear of any and all Liens, Claims, encumbrances, or interests of any kind in such property of any Person or Entity except as provided in the Parent's Plan, and (c) all Interests in the Subsidiary Debtors shall be canceled. As soon as practicable after the Effective Date, the Plan Administrator shall liquidate all assets of the Subsidiary Debtors other than the Subsidiary Debtor Assets and shall transfer the proceeds of such liquidation to Reorganized ASARCO free and clear of any and all Liens, Claims, encumbrances, or interests of any kind in such proceeds of any Person or Entity except as provided in the Parent's Plan. For avoidance of doubt, the wind down of the Subsidiary Debtors shall not affect the treatment of Claims against the Subsidiary Debtors provided by the Parent's Plan.

10.23 Approval of Asbestos Insurance Settlement Agreements. Confirmation of the Parent's Plan shall constitute approval pursuant to Bankruptcy Rule 9019 of all Asbestos Insurance Settlement Agreements executed as of the Confirmation Date (which are listed in **Parent's Plan Exhibit 21**, which may be amended, supplemented, or modified at any time prior to the Confirmation Date) and shall cause such Asbestos Insurance Settlement Agreements, and all terms within such agreements, to be fully binding upon all parties to such agreements (including, without limitation, their successors and assigns), as evidenced by entry of the Confirmation Order.

ARTICLE XI

INJUNCTIONS, RELEASES, AND DISCHARGE

11.1 Discharge and Release. Except as otherwise expressly provided in the Parent's Plan, the rights afforded in the Parent's Plan and the treatment of all Claims, Demands, and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims, Demands, and Interests of any nature whatsoever, against any Debtor or its Estate, assets, properties or interests in property. Except as otherwise provided herein, on the Effective Date, all Claims and Demands against and Interests in the Debtors shall be satisfied, discharged, and released in full, except that Reorganized ASARCO shall remain liable to the Parent's Plan Administrator, for the benefit of the holders of Allowed Claims, for the full amount of the Distribution Deficiency. The ASARCO Protected Parties shall not be responsible for any obligations of the Debtors except those expressly assumed by them in the Parent's Plan, provided, however, that if the Parent and Grupo México do not receive all protections provided for in the Parent's Plan, including, without limitation, those described in this Article and Article

The undersigned have executed this Modified Sixth Amended Plan of Reorganization as of the ~~17~~20th day of August, 2009.

Respectfully submitted,

ASARCO INCORPORATED, a Delaware corporation

By: /s/ Jaime F. Collazo Gonzalez
Name: Jaime F. Collazo Gonzalez
Title: CEO and President

By: /s/ Jorge Lazalde Psihas
Name: Jorge Lazalde Psihas
Title: Vice President and General Counsel

AMERICAS MINING CORPORATION, a Delaware corporation

By: /s/ Alberto de la Parra Zavala
Name: Alberto de la Parra Zavala
Title: General Counsel

By: /s/ Jorge Lazalde Psihas
Name: Jorge Lazalde Psihas
Title: Assistant Secretary

EXHIBIT D

THE ~~SECOND~~THIRD AMENDED AND RESTATED ESCROW AGREEMENT

This Amended and Restated Escrow Agreement, amending and restating the ~~July~~August Escrow Agreement (as defined below) (the “**Escrow Agreement**”), is made and entered into as of August ~~18,~~[21], 2009 by and among ASARCO Incorporated, a Delaware corporation (the “**Parent**”), Americas Mining Corporation (“**AMC**”, and together with the Parent, the “**Plan Sponsor**”) and The Bank of New York Mellon (the “**Escrow Agent**,” and collectively with the Parent and AMC, the “**Parties**”).

WHEREAS, the Plan Sponsor is the sponsor of the ASARCO Incorporated and Americas Mining Corporation's Seventh Amended Plan of Reorganization for the Debtors Under Chapter 11 of the United States Bankruptcy Code Dated August 17, 2009 (the “**Seventh Amended Plan**”, as it may be further modified or amended, the “**Plan**”) for ASARCO LLC, a Delaware limited liability company and certain of its affiliates, filed in the chapter 11 bankruptcy case captioned *In re ASARCO LLC, et al.*, Case No. 05-21207 (the “**Bankruptcy Case**”);

WHEREAS, in support of the Plan, the Plan Sponsor entered into an escrow agreement with the Escrow Agent dated June 29, 2009 (the “**June Escrow Agreement**”), pursuant to which it deposited on the date thereof 67,280,000 shares of stock of Southern Copper Corporation, a Delaware corporation (the “**SCC Shares**”), into the escrow account established thereby to backstop the Plan Sponsor's obligations under the Plan;

WHEREAS, the Parties entered into an Amended and Restated Escrow Agreement dated July 30, 2009 (the “**July Escrow Agreement**”), which amended and restated the June Escrow Agreement and sets forth certain additional terms relating to the rights of the ASARCO Committee (as defined in the Plan, the “**ASARCO Committee**”) and the Plan Sponsor;

WHEREAS, the Parties entered into a Second Amended and Restated Escrow Agreement dated August 18, 2009 (the “**August Escrow Agreement**”), which amended and restated the July Escrow Agreement and modified certain circumstances under which shares of SCC Stock may become forfeitable;

WHEREAS, the Plan Sponsor desires that the shares of stock of Southern Copper Corporation (the “**SCC Stock**”) deposited pursuant to this Escrow Agreement and available as a forfeitable deposit upon the circumstances described in Section 3(b) below shall have an aggregate value of \$~~1,600,000,000~~2,205,100,000;

~~WHEREAS, the Plan Sponsor desires to modify certain circumstances described in Section 3(b) below under which shares of SCC Stock with an aggregate value of \$1,600,000,000 may become forfeitable;~~

WHEREAS, the Plan Sponsor requires the services of an escrow agent to hold in escrow the SCC Shares and to disburse the SCC Shares, or the proceeds from the exchange of certain SCC Shares in accordance with Sections 3(a) and 3(b) below, in accordance with this Escrow Agreement;

WHEREAS, the Parties understand that the ASARCO Committee has certain rights as a third party beneficiary under this Escrow Agreement;

WHEREAS, the Plan Sponsor and the Escrow Agent desire to amend and restate the July Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. *Appointment of Escrow Agent; Investment.* The Escrow Agent agrees to act as escrow agent subject to the terms and conditions set forth herein and, as such, to establish an appropriate segregated account designated as the "ASARCO INC - AMC ESC ACCT# 2, Account No. 331329" (the "**Escrow Account**"). The Escrow Agent shall cause the SCC Shares transmitted to it by or on behalf of the Plan Sponsor to be held in the Escrow Account in accordance with Section 3 hereof.

The Escrow Agent shall maintain accurate records of all transactions made in the Escrow Account. Promptly after the termination of the Escrow Account, or as may be reasonably requested by the Plan Sponsor before such termination, the Escrow Agent shall provide the Plan Sponsor with the complete copy of accurate records of all transactions in the Escrow Account. Each such statement shall be deemed to be correct and final upon receipt thereof by the Plan Sponsor unless the Escrow Agent is notified in writing to the contrary within thirty (30) days of such receipt. The Authorized Plan Sponsor Representatives (as defined below) shall also have access to such books and records at all reasonable times during normal business hours upon reasonable notice to the Escrow Agent.

The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement; *provided, however*, that the Escrow Agent shall exercise reasonable care in the discharge of its duties and the custody of the SCC Shares held in the Escrow Account under this Escrow Agreement.

The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement (i) between or among any or all of any Plan Sponsor and any holder of a Claim, Demand or Interest (each such term as defined in the Plan; and all holders of Claims, Demands and Interests, other than the Plan Sponsor and its subsidiaries and affiliates other than the Debtors (as defined in the Plan, the "**Debtors**"), referred to herein collectively as the "**ASARCO Creditors**"), or (ii) to which any Plan Sponsor or ASARCO Creditor is a party, even though reference thereto may be made herein, or (iii) to comply with any direction or instruction from any Plan Sponsor or ASARCO Creditor or any entity acting on its behalf other than any direction or instruction contained herein or delivered in accordance with this Escrow Agreement. The Escrow Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

This Escrow Agreement is for the exclusive benefit of the Parties and their respective successors hereunder, and to the extent provided herein, the ASARCO Committee, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever. The ASARCO Committee, after consultation with the Asbestos Representatives (as defined in the Plan), shall have the right pursuant to Section 3 below to (i) deliver to the Plan Sponsor and the Escrow Agent a notice in the form attached hereto as Exhibit A (the “**Creditors’ Pre-Recommendation Default Notice**”), and thereby cause the Escrow Agent to deliver from the Escrow Account to the estate of ASARCO LLC \$125,000,000; *provided, however*, that the ASARCO Committee shall not be entitled to deliver the Creditors’ Pre-Recommendation Default Notice if (x) the Plan Sponsor terminates or withdraws the Plan with the consent of the ASARCO Committee, after consultation with the Asbestos Representatives, (y) the Plan Sponsor terminates or withdraws the Plan after entry of an order in the Bankruptcy Case approving a settlement agreement with Debtor ASARCO LLC with respect to the Final Judgment (the “**Final Judgment**”) entered against the Parent in the United States District Court for the Southern District of Texas (Brownsville Division) on April 15, 2009, and related litigation, or (z) a plan other than the Plan is recommended for Confirmation (as defined in the Plan) by the Bankruptcy Court (as defined in the Plan) pursuant to a letter and report of recommendation (a “**Recommendation**”); (ii) deliver to the Plan Sponsor, the Debtors, and the Escrow Agent a notice in the form attached hereto as Exhibit B (the “**Creditors’ Post-Recommendation Default Notice**”), and thereby cause the Escrow Agent to deliver from the Escrow Account to the estate of ASARCO LLC ~~\$1,600,000,000~~ 2,205,100,000; *provided, however*, that the ASARCO Committee shall not be entitled to deliver the Creditors’ Post-Recommendation Default Notice (v) if the District Court (as defined in the Plan, the “**District Court**”) denies Confirmation of the Plan notwithstanding the Recommendation by the Bankruptcy Court in favor of the Confirmation of the Plan, (w) if the failure to Consummate (as defined in the Plan) the Plan is solely due to the failure to receive executed, delivered, or filed Parent’s Plan Documents (as defined in the Plan) from third parties as required by Article 9.3(b) of the Plan because of circumstances beyond the control of the Plan Sponsor, (x) if from and after the Confirmation Date (as defined in the Plan, the “**Confirmation Date**”) of the Plan, the Plan Sponsor terminates or withdraws the Plan with the consent of the ASARCO Committee, after consultation with the Asbestos Representatives, and in a manner consistent with an order entered by the Bankruptcy Court (as defined in the plan, the “**Bankruptcy Court**”) authorizing such withdrawal or termination, (y) on any date on which a stay of the Confirmation Order (as defined in the Plan) is in effect, or (z) on any date after December 31, 2009 if a stay of the Confirmation Order is in effect on December 31, 2009. The Plan Sponsor shall have the right pursuant to Section 3 below to (i) deliver to the ASARCO Committee and the Escrow Agent a notice in the form attached hereto as Exhibit C (the “**Plan Sponsor’s Pre-Recommendation Termination Notice**”), and thereby cause the Escrow Agent to return the SCC Shares to the Plan Sponsor, as directed in writing by the Plan Sponsor; (ii) deliver to the ASARCO Committee, the Debtors, and the Escrow Agent a notice in the form attached hereto as Exhibit D (the “**Plan Sponsor’s Post-Recommendation Termination Notice**”), and thereby cause the Escrow Agent to return the SCC Shares to the Plan Sponsor, as directed in writing by the Plan Sponsor; (iii) deliver to the Escrow Agent a notice in the form attached hereto as Exhibit E (the “**Final Notice**”), and thereby cause the Escrow Agent to return the SCC Shares to the Plan Sponsor, as directed in writing by the Plan Sponsor. The Plan Sponsor shall indemnify the ASARCO Committee against any and all Losses (as defined below)

arising in any action in which the ASARCO Committee is a defendant from or in connection with or related to the delivery of any notice under this Escrow Agreement (including but not limited to Losses incurred or sustained by the ASARCO Committee in connection with its successful defense, in whole or in part, of any claim of gross negligence or willful misconduct on its part); *provided, however*, that nothing contained herein shall require the indemnification of the ASARCO Committee for Losses caused by its gross negligence or willful misconduct, bad faith or intentional wrongdoing. The ASARCO Committee shall have the right as a third party beneficiary of this Escrow Agreement to enforce its rights under this Escrow Agreement.

If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Account (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Escrow Account), the Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect; *provided, however*, that prior to complying with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent shall give at least 10 days notice to the Plan Sponsor and the ASARCO Committee. Notwithstanding the foregoing sentence, in the event that the Escrow Agent is required by any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process to comply therewith before the Escrow Agent is able to give at least 10 days notice to the Plan Sponsor and the ASARCO Committee, the Escrow Agent shall be deemed to be in compliance with the notice requirement set forth in the immediately preceding sentence so long as it promptly delivers such notice to the Plan Sponsor and the ASARCO Committee.

2. *Deposit of Fund Assets.* (a) The SCC Shares will remain on deposit in accordance with the terms of this Escrow Agreement. On or before the date hereof, the Plan Sponsor shall deposit in the Escrow Account, in accordance with the stock transfer instructions set forth on Exhibit F attached hereto, additional shares of stock of Southern Copper Corporation to cause the SCC Share Value, after giving effect to such deposit, to equal at least \$2,205,100,100. The term "SCC Shares" shall hereinafter refer to all shares deposited into the Escrow Account pursuant to this Section 2.

(b) The Plan Sponsor shall designate to the Escrow Agent certain of the deposited SCC Shares with an aggregate value equal to \$125,000,000, computed by the Plan Sponsor based on the average of the last reported sale price of shares of stock of Southern Copper Corporation ("**SCC Stock**") during a period of twenty (20) consecutive trading days ending within the five (5) business days before the applicable date of determination (such shares being hereinafter referred to as the "**Segregated Shares**", and the aggregate value of the Segregated Shares, as so computed, being hereinafter referred to as the "**Segregated Share Value**", and the remaining SCC Shares being hereinafter referred to as the "**Non-Segregated Shares**", and the aggregate of the Segregated Share Value and the value of the Non-Segregated Shares, as so computed, being hereinafter referred to as the "**SCC Share Value**"). It is understood and acknowledged that the

Escrow Agent need not make any inquiry or determination with respect to the computations made by the Plan Sponsor pursuant to this Escrow Agreement.

(c) On the date hereof, the Plan Sponsor shall provide a certification of the calculation of the Segregated Share Value to the Escrow Agent and to the ASARCO Committee (a “**Pre-Recommendation Certification**”). The Plan Sponsor shall also provide to the same parties a Pre-Recommendation Certification updating the Segregated Share Value at the end of each ten (10) consecutive trading day period after the date of the initial Certification up to and including the date upon which a Recommendation is issued by the Bankruptcy Court in favor of the Confirmation of the Plan or any plan other than the Plan or such earlier date as is the subject of a Plan Sponsor’s Pre-Recommendation Termination Notice.

As of any date on which the Plan Sponsor is required to provide a Pre-Recommendation Certification pursuant to the immediately preceding paragraph, if the Segregated Share Value is less than \$125,000,000, the Plan Sponsor shall deliver a certification to the Escrow Agent (a copy of which shall be simultaneously sent to the ASARCO Committee) indicating the occurrence of the shortfall, and the Plan Sponsor shall re-designate in accordance with its Pre-Recommendation Certification a number of Non-Segregated Shares to become Segregated Shares, or alternatively, if there are not sufficient Non-Segregated Shares, promptly deposit sufficient additional shares of SCC Stock into the Escrow Account, to, in either case, cause the Segregated Share Value, after giving effect to such re-designation or deposit, to equal at least \$125,000,000.

(d) On the date of and following the issuance by the Bankruptcy Court of a Recommendation in favor of the Confirmation of the Plan, the Plan Sponsor shall provide a certification of the calculation of the SCC Share Value to the Escrow Agent, the ASARCO Committee, and the Debtors (a “**Post-Recommendation Certification**”). The Plan Sponsor shall also provide to the same parties a Post-Recommendation Certification updating the SCC Share Value at the end of each ten (10) consecutive trading day period after the date of the initial Post-Recommendation Certification up to and including the Effective Date ([as defined in the Plan](#)) of the Plan or such earlier date as is the subject of a Plan Sponsor's Post-Recommendation Termination Notice.

As of any date on which the Plan Sponsor is required to provide a Post-Recommendation Certification pursuant to the immediately preceding paragraph, if the SCC Share Value is less than ~~\$1,600,000,000~~, [2,205,100,000](#), the Plan Sponsor shall deliver a certification to the Escrow Agent (a copy of which shall be simultaneously sent to the ASARCO Committee and the Debtors) indicating the occurrence of the shortfall, and the Plan Sponsor shall deposit in the Escrow Account in accordance with its Post-Recommendation Certification a number of additional shares of SCC Stock such that the aggregate value of the SCC Shares and the value of the additional shares equal at least ~~\$1,600,000,000~~, [2,205,100,000](#), and the Plan Sponsor promptly shall deposit such additional shares into the Escrow Account.

(e) For purposes of this Section 2, (i) the “**last reported sale price**” of each share of SCC Stock on any date means the closing sale price per share of SCC Stock (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite

transactions for the principal U.S. national or regional securities exchange on which shares of SCC Stock are listed for trading. If shares of SCC Stock are not listed for trading on a U.S. national or regional securities exchange on the relevant date, the “last reported sale price” will be the last quoted bid price for shares of SCC Stock in the over-the-counter market on the relevant date as reported by the National Quotation Bureau or similar organization. If shares of SCC Stock are not so quoted, the “last reported sale price” will be the average of the mid-point of the last bid and ask prices for shares of SCC Stock on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Plan Sponsor for this purpose; (ii) “**trading day**” means a day during which trading in shares of SCC Stock occurs on the principal U.S. national or regional securities exchange on which shares of SCC Stock are listed for trading and during which there is no market disruption event; provided that if shares of SCC Stock are not listed for trading on a U.S. national or regional securities exchange, trading day will mean a business day; and (iii) the term “**market disruption event**” means (1) a failure by the primary exchange or quotation system on which shares of SCC Stock trade or are quoted to open for trading during its regular trading session or (2) the occurrence or existence on any trading day for shares of SCC Stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in shares of SCC Stock or in any options, contracts or future contracts relating to shares of SCC Stock for an aggregate period in excess of one half hour.

(f) All property deposited into the Escrow Account and all interest and earnings thereon or proceeds derived therefrom, shall remain the property of AMC for U.S. federal and all state or local income, franchise or similar tax purposes. The parties hereto shall take no position inconsistent with that treatment.

3. *Disbursement and Release of the SCC Shares.*

(a) If prior to the date upon which a Recommendation is issued by the Bankruptcy Court in favor of the Confirmation of the Plan or any plan other than the Plan, (i) the Plan Sponsor withdraws or terminates the Plan without the written consent of the ASARCO Committee, after consultation with the Asbestos Representatives (provided, however, that this condition is not satisfied if either (A) at the time of such withdrawal, a plan other than the Plan is recommended for Confirmation by the Bankruptcy Court pursuant to a Recommendation, or (B) the Debtors and the Parent have entered into a settlement agreement with Debtor ASARCO LLC with respect to the Final Judgment entered against the Parent in the United States District Court for the Southern District of Texas (Brownsville Division) on April 15, 2009, and related litigation, and such settlement has been approved by an order entered in the Bankruptcy Case), or (ii) the Plan Sponsor modifies or amends the Plan in a manner that would effect a material adverse change to the treatment proposed to be given unsecured creditors under the Seventh Amended Plan as filed on August 17, 2009 (provided, however, that such modification or amendment that provides for the cure and reinstatement of any obligation, including but not limited to any series of bond indebtedness, consistent with 11 U.S.C. Section 1124(2) (but excluding any Environmental Trust Claims or Environmental Unsecured Claims which may not be reinstated) shall not be deemed to constitute a material adverse change to such Plan for purposes of this Escrow Agreement), then, in the case of (i) or (ii), the ASARCO Committee, after consultation with the Asbestos Representatives, may deliver to the Plan Sponsor and the Escrow Agent a notice in the form attached hereto as Exhibit A (the “**Creditors’ Pre-Recommendation Default Notice**”), and

upon receipt of such notice by the Plan Sponsor, the Plan Sponsor may deliver \$125,000,000 in cash to the Escrow Agent for deposit in the Escrow Account, in exchange for the Segregated Shares (such Segregated Shares and all other shares of SCC Stock on deposit and held by the Escrow Agent under this Escrow Agreement to be disbursed by the Escrow Agent to the Plan Sponsor as directed in writing by the Plan Sponsor), and the Escrow Agent shall deliver the \$125,000,000 in cash as separately directed in writing by the ASARCO Committee, for delivery to the estate of ASARCO LLC; *provided* that if the Plan Sponsor fails to deliver the \$125,000,000 in cash to the Escrow Agent within five (5) business days after receipt of the Creditor's Pre-Recommendation Default Notice, the Escrow Agent shall deliver the Segregated Shares as directed in writing by the ASARCO Committee, for delivery to the estate of ASARCO LLC, and shall disburse all other shares of SCC Stock on deposit and held by the Escrow Agent under this Escrow Agreement to the Plan Sponsor as directed in writing by the Plan Sponsor; *provided, however*, that the ASARCO Committee shall not be entitled to deliver the Creditors' Pre-Recommendation Default Notice if (x) the Plan Sponsor terminates or withdraws the Plan with the consent of the ASARCO Committee, [after consultation with the Asbestos Representatives](#), (y) the Plan Sponsor terminates or withdraws the Plan after entry of an order in the Bankruptcy Case approving a settlement agreement with Debtor ASARCO LLC with respect to the Final Judgment entered against the Parent in the United States District Court for the Southern District of Texas (Brownsville Division) on April 15, 2009, and related litigation, or (z) a plan other than the Plan is recommended for Confirmation by the Bankruptcy Court pursuant to a Recommendation, and, in the case of (x), (y) or (z), the Plan Sponsor may deliver a notice in the form attached hereto as Exhibit C (the "**Plan Sponsor's Pre-Recommendation Termination Notice**") to the Escrow Agent (a copy of which shall be simultaneously sent to the ASARCO Committee), and the Escrow Agent shall return the SCC Shares to the Plan Sponsor as directed in writing by the Plan Sponsor.

The ASARCO Committee shall give at least 10 days written notice to the Plan Sponsor prior to delivery of the Creditors' Pre-Recommendation Default Notice under this Section 3(a).

The Plan Sponsor shall give at least 10 days written notice to the ASARCO Committee prior to delivery of the Plan Sponsor's Pre-Recommendation Termination Notice under this Section 3(a).

(b) If from and after the date upon which a Recommendation is issued by the Bankruptcy Court in favor of the Confirmation of the Plan, (i) the Plan Sponsor withdraws or terminates the Plan absent an order entered by the Bankruptcy Court authorizing such withdrawal or termination, (ii) the Plan is not Consummated (as defined in the Plan) by the date that is thirty days after the Plan is Confirmed (as defined in the Plan), or (iii) the Plan Sponsor modifies or amends the Plan after the Confirmation Date of the Plan and before the Effective Date in a manner that would effect a material adverse change to the treatment proposed to be given unsecured creditors under the Plan, as Confirmed (as defined in the Plan) (*provided, however*, that such modification or amendment that provides for the cure and reinstatement of any obligation, including but not limited to any series of bond indebtedness, consistent with 11 U.S.C. Section 1124(2) (but excluding any Environmental Trust Claims or Environmental Unsecured Claims which may not be reinstated) shall not be deemed to constitute a material adverse change to such Plan for purposes of this Escrow Agreement), then, in the case of (i), (ii) or (iii), the ASARCO Committee, [after consultation with the Asbestos Representatives](#), may

deliver to the Plan Sponsor, the Debtors and the Escrow Agent a notice in the form attached hereto as Exhibit B (the “**Creditors’ Post-Recommendation Default Notice**”), and upon receipt of such notice by the Escrow Agent, the Escrow Agent shall promptly disburse the SCC Shares as directed in writing by the ASARCO Committee for delivery to the estate of ASARCO LLC; *provided, however*, that upon receipt of such notice by the Plan Sponsor, the Plan Sponsor may elect to deliver ~~\$1,600,000,000~~2,205,100,000 in cash to the Escrow Agent for deposit in the Escrow Account, in exchange for the SCC Shares (such SCC Shares to be disbursed by the Escrow Agent to the Plan Sponsor as directed in writing by the Plan Sponsor), and the Escrow Agent shall deliver the ~~\$1,600,000,000~~2,205,100,000 in cash as separately directed in writing by the ASARCO Committee, for delivery to the estate of ASARCO LLC; *provided* that if the Plan Sponsor fails to deliver the ~~\$1,600,000,000~~2,205,100,000 in cash to the Escrow Agent within five (5) business days after receipt of the Creditor’s Post-Recommendation Default Notice, the Escrow Agent shall deliver the SCC Shares or a portion thereof, in either case representing an aggregate value equal to ~~\$1,600,000,000~~2,205,100,000, computed by the Plan Sponsor pursuant to Section 2(b) above, as directed in writing by the ASARCO Committee, for delivery to the estate of ASARCO LLC, and to the extent only a portion of the SCC Shares are so delivered, disburse all the other shares of SCC Stock on deposit and held by the Escrow Agent under this Escrow Agreement to the Plan Sponsor as directed in writing by the Plan Sponsor; *provided, however*, that the ASARCO Committee shall not be entitled to deliver the Creditors’ Post-Recommendation Default Notice (v) if the District Court denies Confirmation of the Plan notwithstanding the Recommendation by the Bankruptcy Court in favor of the Confirmation of the Plan, (w) if the failure to Consummate (as defined in the Plan) the Plan is solely due to the failure to receive executed, delivered, or filed Parent’s Plan Documents (as defined in the Plan) from third parties as required by Article 9.3(b) of the Plan because of circumstances beyond the control of the Plan Sponsor, (x) if from and after the Confirmation Date of the Plan, the Plan Sponsor terminates or withdraws the Plan with the consent of the ASARCO Committee, after consultation with the Asbestos Representatives, and in a manner consistent with an order entered by the Bankruptcy Court authorizing such withdrawal or termination, (y) on any date on which a stay of the Confirmation Order is in effect, or (z) on any date after December 31, 2009 if a stay of the Confirmation Order is in effect on December 31, 2009, and, in the case of (v), (x) or (z), the Plan Sponsor may deliver a notice in the form attached hereto as Exhibit D (the “**Plan Sponsor’s Post-Recommendation Termination Notice**”) to the Escrow Agent (copies of which shall be simultaneously sent to the ASARCO Committee and the Debtors), and the Escrow Agent shall return the SCC Shares to the Plan Sponsor as directed in writing by the Plan Sponsor.

The ASARCO Committee shall give at least 10 days written notice to the Plan Sponsor prior to delivery of the Creditors’ Post-Recommendation Default Notice under this Section 3(b).

The Plan Sponsor shall give at least 10 days written notice to the ASARCO Committee prior to delivery of the Plan Sponsor’s Post-Recommendation Termination Notice under this Section 3(b).

(c) Upon the Effective Date, the Plan Sponsor may deliver a notice in the form attached hereto as Exhibit E (the “**Final Notice**”), to the Escrow Agent, and the Escrow Agent shall return the SCC Shares to the Plan Sponsor, as directed in writing by the Plan Sponsor. The Plan

Sponsor shall give at least 10 days written notice to the ASARCO Committee prior to the delivery of the Plan Sponsor's Final Notice under this Section 3(c).

(d) At any time prior to the termination of this Escrow Agreement, the Plan Sponsor may deliver to the Escrow Agent ~~\$1,600,000,000~~2,205,100,000 in cash. Upon delivery to the Escrow Agent of such ~~\$1,600,000,000~~2,205,100,000, the Escrow Agent shall return the SCC Shares to the Plan Sponsor, as directed in writing by the Plan Sponsor. The Escrow Agent shall invest the cash so deposited as directed in writing by the Plan Sponsor in: (i) a Bank of New York Mellon interest bearing deposit account; (ii) direct obligations of the United States of America; (iii) obligations for which the full faith and credit of the United States of America is pledged to provide for the payment of principal and interest; (iv) certificates of deposit issued by any bank or saving institution that are insured by the Federal Deposit Insurance Corporation; *provided* that such certificates of deposit, to the extent they exceed the amounts covered by such insurance, are fully secured by obligations described in clause (ii) above; (v) money market funds authorized to invest principally in short-term securities issued or guaranteed as to principal and interest by the U.S. Government; and/or (vi) repurchase agreements of short duration with respect to Government Securities; *provided* that such direction shall identify the specific investment instrument(s) to be purchased within the above categories. In no event will the maturity of any of the obligations described in the preceding sentence exceed 7 days. The Escrow Agent will distribute on a monthly basis to the Plan Sponsor all income received with respect to the amounts so invested. Upon receipt by the Escrow Agent of a Creditors' Pre-Recommendation Default Notice as provided in Section 3(a), the Escrow Agent shall deliver the \$125,000,000 in cash as separately directed in writing by the ASARCO Committee, for delivery to the estate of ASARCO LLC, and shall disburse all other assets held by the Escrow Agent under this Escrow Agreement to the Plan Sponsor as directed in writing by the Plan Sponsor. Upon receipt by the Escrow Agent of a Creditors' Post-Recommendation Default Notice as provided in Section 3(b), the Escrow Agent shall deliver the ~~\$1,600,000,000~~2,205,100,000 in cash as separately directed in writing by the ASARCO Committee, for delivery to the estate of ASARCO LLC, and shall disburse all other assets held by the Escrow Agent under this Escrow Agreement to the Plan Sponsor as directed in writing by the Plan Sponsor.

4. *Fees and Expenses.* For services rendered hereunder, the Plan Sponsor will pay or cause to be paid to the Escrow Agent fees as set forth in Exhibit FG attached hereto, which was executed on June 29, 2009, which shall be payable within 30 days upon receipt by the Plan Sponsor of the Escrow Agent's invoice. All reasonable out-of-pocket costs, including but not limited to reasonable attorney's fees and postage, will be reimbursed to the Escrow Agent by the Plan Sponsor.

5. *Authorized Representatives.* Each of the following officers of the Plan Sponsor (collectively, "**Authorized Plan Sponsor Representatives**") is authorized to give the Escrow Agent any further instructions in connection with the Escrow Agent acting as escrow agent: (i) President, (ii) the Chief Financial Officer, (iii) the General Counsel, (iv) the Secretary and (v) the Assistant Secretary.

To the extent the ASARCO Committee is authorized under this Escrow Agreement to give the Escrow Agent any notice hereunder, the authorized representative of the ASARCO Committee (the "**Authorized Creditor Representative**") is authorized to give the Escrow Agent

such further instructions; it being understood and acknowledged that the Escrow Agent need not make any inquiry or determination as to the authority of the individual signing such notice as the Authorized Creditor Representative.

6. *Special Provisions Related to the SCC Shares.* AMC shall (a) have the right to exercise all voting, consensual and other powers of ownership pertaining to the SCC Shares and any additional shares of SCC Stock deposited into the Escrow Account pursuant to the provisions of Sections 2(c) and 2(d) above for all purposes not inconsistent with the terms of this Escrow Agreement; and (b) be entitled to receive and retain any dividends, distributions or proceeds on the SCC Shares and such additional shares.

7. *Reliance upon certificates, etc.* The Escrow Agent shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever furnished to the Escrow Agent by the Plan Sponsor, any Authorized Plan Sponsor Representative, or any Authorized Creditor Representative, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Escrow Agent shall in good faith believe to be genuine or to have been signed or presented by a proper person or persons.

8. *Indemnification.* (a) The Plan Sponsor shall be liable for and shall reimburse and indemnify the Escrow Agent and hold the Escrow Agent harmless from and against any and all claims, losses, liabilities, costs, damages or expenses (including reasonable attorneys' fees and expenses) (collectively, "**Losses**") arising from or in connection with or related to this Escrow Agreement or being the Escrow Agent hereunder (including but not limited to Losses incurred or sustained by the Escrow Agent in connection with its successful defense, in whole or in part, of any claim of gross negligence or willful misconduct on its part); *provided, however*, that nothing contained herein shall require the Escrow Agent to be indemnified for Losses caused by its gross negligence or willful misconduct, bad faith or intentional wrongdoing.

(b) The Plan Sponsor shall indemnify and hold harmless the Escrow Agent against any and all claims, Losses incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by facsimile or email transmission; *provided, however*, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that the failure of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person does not constitute gross negligence or willful misconduct.

(c) In no event shall the Escrow Agent be liable (i) for any consequential, punitive or special damages, (ii) for the acts or omissions of its nominees, correspondents, designees, subagents or subcustodians, or (iii) for an amount in excess of the value of the Escrow Account, valued as of the date of deposit.

(d) If any fees, expenses or costs incurred by, or any obligations owed to, the Escrow Agent hereunder are not promptly paid when due, the Escrow Agent may reimburse itself therefor from the Escrow Account and may sell, convey or otherwise dispose of the Escrow Account for such purpose.

(e) As security for the due and punctual performance of any and all of the Plan Sponsor's obligations to the Escrow Agent hereunder, now or hereafter arising, the Plan Sponsor hereby pledges, assigns and grants to the Escrow Agent a continuing security interest in, and a lien on, the Escrow Account and all distributions thereon or additions thereto. The security interest of the Escrow Agent shall at all times be valid, perfected and enforceable by the Escrow Agent against the Plan Sponsor and all third parties in accordance with the terms of this Escrow Agreement.

(f) The Escrow Agent may consult with legal counsel at the expense of the Plan Sponsor as to any matter relating to this Escrow Agreement, and the Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(g) The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

(h) It is hereby acknowledged and understood that none of the ASARCO Committee, the Parent's Plan Administrator, or the Debtor's Plan Administrator (the latter two as defined in the Plan), shall have liability for any costs or fees in connection with the Escrow Account, or any obligation for the indemnification of the Escrow Agent.

(i) The Plan Sponsor shall be liable for and shall reimburse and indemnify the ASARCO Committee and hold the ASARCO Committee harmless from and against any and all Losses arising in any action in which the ASARCO Committee is a defendant from or in connection with or related to the delivery of any notice under this Escrow Agreement (including but not limited to Losses incurred or sustained by the ASARCO Committee in connection with its successful defense, in whole or in part, of any claim of gross negligence or willful misconduct on its part); *provided, however*, that nothing contained herein shall require the ASARCO Committee to be indemnified for Losses caused by its gross negligence or willful misconduct, bad faith or intentional wrongdoing.

9. *Resignation of Escrow Agent.*

The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving thirty (30) calendar days' prior written notice of such resignation to the Plan Sponsor and the ASARCO Committee. The Plan Sponsor may remove the Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to the Escrow Agent and the ASARCO Committee. Upon such notice, a successor escrow agent shall be appointed by the Plan Sponsor who shall provide written notice of such appointment to the resigning Escrow Agent and the ASARCO Committee. Such successor escrow agent shall be a nationally recognized commercial bank, and shall become the escrow agent hereunder or under a further escrow agreement (the "**New Escrow Agreement**"), that (i) is mutually satisfactory to the Plan Sponsor and such successor escrow agent upon the resignation or removal date specified in such notice and (ii) does not alter the terms of this Escrow Agreement in a manner that would effect a material

adverse change to the rights of the ASARCO Committee under this Escrow Agreement or the amount of the SCC Stock or the Segregated Shares deposited in the Escrow Agreement. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall deliver the Proceeds, together with all interest and gains thereon, then held hereunder to the successor Escrow Agent as promptly as practicable after the Plan Sponsor has paid in full all of the Escrow Agent's then unpaid fees, costs and expenses. Upon its resignation and delivery of the Proceeds, together with all interest and gains thereon, as set forth in this Section 9, the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Proceeds or this Escrow Agreement. If a successor Escrow Agent has not accepted such appointment by the end of such 30-day period, the Escrow Agent may, in its sole discretion and after reasonable advance notice to the ASARCO Committee, apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent, who shall be a nationally recognized commercial bank, or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by, and be deemed an obligation of, the Plan Sponsor.

10. *Termination.* This Escrow Agreement shall terminate upon the release of all the SCC Shares or cash in exchange for the SCC Shares held by the Escrow Agent from the Escrow Account in accordance with Section 3 hereof. Upon termination of this Escrow Agreement, the Plan Sponsor shall be discharged from all obligations under this Escrow Agreement except for its obligations to the Escrow Agent under Sections 4 and 8 hereof and except with respect to the obligation of the Plan Sponsor to provide instruction and direction to the Escrow Agent as may be provided in this Escrow Agreement.

11. *Notice.* Except as expressly set forth elsewhere in this Escrow Agreement all notices, instructions and communications under this Escrow Agreement shall be in writing, shall be effective upon receipt and shall be sent via facsimile, email, U.S. mail or overnight courier addressed to the parties at their respective addresses listed below or to such other person or addresses as the relevant party shall designate from time to time in writing delivered in like manner:

If to the Plan Sponsor:

ASARCO Incorporated
Americas Mining Corporation
c/o Grupo Mexico, S.A.B. de C.V.
Edificio Pargue Reforma
Campos Eliseos No. 400, Piso 18
Col. Lomas de Chapultepec
11560 Mexico, D.F.
Mexico
Attn: Alberto de la Parra
Facsimile: 011-52-55-1103-5578
E-Mail: alberto.delaparra@mm.gmexico.com

With a copy to:

Milbank, Tweed, Hadley & McCloy LLP

1 Chase Manhattan Plaza
New York, NY 10005
Attn: Robert Jay Moore
Facsimile: 213-892-4701
E-Mail: rmoore@milbank.com

If to the Escrow Agent:

The Bank of New York Mellon
Escrow Group
101 Barclay Street
New York, NY 10271
Attn: Wendy Morgan
Facsimile: 732-667-9547
E-Mail: wendy.morgan1@bnymellon.com

If to the ASARCO Committee:

ASARCO Committee
c/o Reed Smith LLP
435 Sixth Avenue
Pittsburg, PA 15219
Attn: Paul M. Singer
Facsimile: 412-288-3063
E-Mail: psinger@reedsmith.com

Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday, or banking holiday, such time shall be extended to the next day on which the Escrow Agent is open for business.

12. *Amendments.* No provision of this Escrow Agreement may be amended, waived, discharged or terminated except by an instrument in writing signed by the Plan Sponsor and the Escrow Agent. No amendment to the Escrow Agreement shall, without the consent of the ASARCO Committee, after consultation with the Asbestos Representatives, alter the terms of the Escrow Agreement in a manner that would effect a material adverse change to the rights of the ASARCO Committee under the Escrow Agreement, or the amount of the SCC Stock or the Segregated Shares deposited in the Escrow Agreement

13. *Counterparts.* This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one instrument.

14. *Governing Law; Successors and Assigns.* This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of New York and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; *provided* that this Escrow Agreement may not be assigned by any party without the prior written consent of the other party.

The Plan Sponsor hereby submits to the personal jurisdiction of and each agrees that all proceedings relating hereto shall be brought in courts located within the City and State of New York. The Plan Sponsor hereby waives the right to trial by jury and to assert counterclaims in any such proceedings. To the extent that in any jurisdiction the Plan Sponsor may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity. The Plan Sponsor waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to it at the address last specified for notices hereunder, and such service shall be deemed completed ten (10) calendar days after the same is so mailed. Notwithstanding the foregoing, the parties hereto acknowledge that the Bankruptcy Court shall have non-exclusive jurisdiction over this Escrow Agreement.

15. *Conflict with the Agreement.* In the case of any conflict between or ambiguity regarding any provision of this Escrow Agreement and the Plan, the Escrow Agreement shall govern.

16. *Miscellaneous.* (a) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than retain possession of the Escrow Account, unless the Escrow Agent receives written instructions, signed by the Plan Sponsor, and with notice to the ASARCO Committee, which eliminates such ambiguity or uncertainty.

(b) In the event of any dispute between or conflicting claims by or among the Plan Sponsor and any other person or entity with respect to the Escrow Account, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to the Escrow Account so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to the Plan Sponsor for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Escrow Agent or (ii) the Escrow Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all Losses which it may incur by reason of so acting. The Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by, and shall be deemed a joint and several obligation of, the Plan Sponsor.

(c) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(d) The Plan Sponsor hereby represents and warrants (a) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (b) that the execution, delivery and performance of this Escrow Agreement by the Plan Sponsor does not and will not violate any applicable law or regulation.

(e) The invalidity, illegality or unenforceability of any provision of this Escrow Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be enforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

(f) The headings contained in this Escrow Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof. Any payments of income from the Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. AMC will provide the Escrow Agent with appropriate W-9 forms for tax I.D., number certifications, or W-8 forms for non-resident alien certifications. It is understood that the Escrow Agent shall be responsible for such reporting as is required for U.S. federal, and any state or local income, franchise or similar tax purposes with respect to the Escrow Account and is not responsible for any other reporting.

(g) The Escrow Agent shall deliver to the ASARCO Committee a copy of all reports concerning the Escrow Agreement that are delivered by the Escrow Agent to the Plan Sponsor.

IN WITNESS WHEREOF, each of the parties hereto has caused this Escrow Agreement to be executed and delivered by its duly authorized officer(s) as of the date first written above.

ASARCO INCORPORATED

By: _____
Name:
Title:

AMERICAS MINING CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Escrow Agreement to be executed and delivered by its duly authorized officer(s) as of the date first written above.

THE BANK OF NEW YORK MELLON

By:_____

Name:

Title:

EXHIBIT A

Form of Creditors' Pre-Recommendation Default Notice

The Bank of New York Mellon
Escrow Group
101 Barclay Street
New York, NY 10271
Attn: Wendy Morgan
Facsimile: 732-667-9547

VIA FACSIMILE

Reference is made to that certain Escrow Agreement dated as of August ~~18~~, [21], 2009 (the “**Escrow Agreement**”) by and among ASARCO Incorporated, a Delaware corporation (the “**Parent**”), Americas Mining Corporation (“**AMC**”, and together with the Parent, the “**Plan Sponsor**”) and The Bank of New York Mellon (the “**Escrow Agent**”). Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Escrow Agreement. The undersigned hereby certifies that he or she is the Authorized Creditor Representative and is authorized to execute this Creditors' Pre-Recommendation Default Notice (the “**Notice**”) on behalf of the ASARCO Committee.

This Notice is provided to you pursuant to section 3(a) of the Escrow Agreement. The undersigned hereby certifies to you that:

1. *(check any of the following, as appropriate):*

- ☐ Prior to the date upon which the Bankruptcy Court issues a Recommendation in favor of the Confirmation of the Plan or any plan other than the Plan, the Plan Sponsor withdrew or terminated the Plan without the written consent of the ASARCO Committee (*provided, however*, that this condition is not satisfied if either (i) at the time of such withdrawal, a plan other than the Plan is recommended for Confirmation by the Bankruptcy Court pursuant to a Recommendation or (ii) the Debtors and the Parent have entered into a settlement agreement with Debtor ASARCO LLC with respect to the Final Judgment entered against the Parent in the United States District Court for the Southern District of Texas (Brownsville Division) on April 15, 2009, and related litigation, and such settlement has been approved by an order entered in the Bankruptcy Case); or
- ☐ Prior to the date upon which the Bankruptcy Court issues a Recommendation in favor of the Confirmation of the Plan or any plan other than the Plan, the Plan Sponsor modified or amended the Plan in a manner that would effect a material adverse change to the treatment proposed to be given unsecured creditors under the Seventh Amended Plan as filed on August 17, 2009; *provided, however*, that such modification or amendment that provided for the cure and reinstatement of any obligation, including but not limited to any series of bond indebtedness, consistent with 11 U.S.C. Section 1124(2) (but excluding any Environmental

Trust Claims or Environmental Unsecured Claims which may not be reinstated) shall not be deemed to constitute a material adverse change to such Plan for purposes of this Notice or the Escrow Agreement, and

2. the ASARCO Committee has given at least 10 days notice to the Plan Sponsor prior to delivery of this Notice,

and the ASARCO Committee hereby directs you to:

- (upon deposit by the Plan Sponsor of an amount in cash equal to \$125,000,000 (in exchange for the Segregated Shares)) disburse to the Plan Sponsor the Segregated Shares and all other shares of the common stock of Southern Copper Corporation (“**SCC Common Stock**”) registered in the name of AMC on deposit and held by the Escrow Agent under the Escrow Agreement via stock transfer of the SCC Common Stock as follows:

[Add Plan Sponsor’s Stock Transfer Instructions]

and the ASARCO Committee hereby directs you to disburse such cash in the amount of \$125,000,000 on deposit and held by the Escrow Agent via wire transfer of immediately available funds as follows:

[Add ASARCO Committee’s wire transfer instructions]

for delivery to the estate of ASARCO LLC.

OR

- (if the Plan Sponsor fails to deposit an amount in cash equal to \$125,000,000 by the fifth business day after delivery of this Notice) disburse the Segregated Shares of SCC Common Stock on deposit and held by the Escrow Agent under the Escrow Agreement via stock transfer of the SCC Common Stock as follows:

[Add ASARCO Committee’s Stock Transfer Instructions]

for delivery to the estate of ASARCO LLC,

and disburse to the Plan Sponsor all other shares of SCC Common Stock registered in the name of AMC on deposit and held by the Escrow Agent under the Escrow Agreement via stock transfer of the SCC Common Stock as follows:

[Add Plan Sponsor’s Stock Transfer Instructions]

This Notice may be signed in multiple counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Creditors' Pre-Recommendation Default Notice as of the __ day of _____, 20__.

ASARCO COMMITTEE

By: _____

Name:

Title: Authorized representative of the ASARCO Committee

I, [Name], Counsel to the ASARCO Committee, do hereby certify that the person whose name appears above has been duly elected or appointed, has duly qualified, and on this day is the authorized representative of the ASARCO Committee, and that the signature above is his/her genuine signature.

Witness my hand this __ day of _____, 20__.

By: _____

Name:

Title: Counsel to the ASARCO Committee

EXHIBIT B

Form of Creditors' Post-Recommendation Default Notice

The Bank of New York Mellon
Escrow Group
101 Barclay Street
New York, NY 10271
Attn: Wendy Morgan
Facsimile: 732-667-9547

VIA FACSIMILE

Reference is made to that certain Escrow Agreement dated as of August ~~18~~, [\[21\]](#), 2009 (the “**Escrow Agreement**”) by and among ASARCO Incorporated, a Delaware corporation (the “**Parent**”), Americas Mining Corporation (“**AMC**”, and together with the Parent, the “**Plan Sponsor**”) and The Bank of New York Mellon (the “**Escrow Agent**”). Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Escrow Agreement. The undersigned hereby certifies that he or she is the Authorized Creditor Representative and is authorized to execute this Creditors' Post-Recommendation Default Notice (the “**Notice**”) on behalf of the ASARCO Committee.

This Notice is provided to you pursuant to Section 3(b) of the Escrow Agreement. The undersigned hereby certifies to you that:

1. *(check any of the following, as appropriate):*

- ☐ From and after the date upon which the Bankruptcy Court issues a Recommendation in favor of the Confirmation of the Plan, the Plan Sponsor withdrew or terminated the Plan absent an order entered by the Bankruptcy Court authorizing such withdrawal or termination (*provided, however*, such withdrawal or termination did not occur after the District Court denies Confirmation of the Plan notwithstanding the Recommendation by the Bankruptcy Court in favor of the Confirmation of the Plan);
- ☐ The Plan was not Consummated by the date that is thirty days after the Plan is Confirmed (as defined in the Plan) (*provided, however*, that (w) the failure to Consummate (as defined in the Plan) the Plan was not solely due to the failure to receive executed, delivered, or filed Parent's Plan Documents (as defined in the Plan) from third parties as required by Article 9.3(b) of the Plan because of circumstances beyond the control of the Plan Sponsor, (x) the Plan Sponsor has not terminated or withdrawn the Plan with the consent of the ASARCO Committee, [after consultation with the Asbestos Representatives](#), and in a manner consistent with an order entered by the Bankruptcy Court authorizing such withdrawal or termination, (y) a stay of the Confirmation Order is not in effect, or (z) on any date after December 31, 2009, a stay of the Confirmation Order was not in effect on December 31, 2009); or

☐ the Plan Sponsor modified or amended the Plan after the Confirmation Date of the Plan and before the Effective Date in a manner that would effect a material adverse change to the treatment proposed to be given unsecured creditors under the Plan, as Confirmed (*provided, however*, that such modification or amendment that provided for the cure and reinstatement of any obligation, including but not limited to any series of bond indebtedness, consistent with 11 U.S.C. Section 1124(2) (but excluding any Environmental Trust Claims or Environmental Unsecured Claims which may not be reinstated) shall not be deemed to constitute a material adverse change to such Plan for purposes of this Notice or the Escrow Agreement), and

2. the ASARCO Committee has given at least 10 days notice to the Plan Sponsor prior to delivery of this Notice,

and the ASARCO Committee hereby directs you to disburse _____ shares of the common stock of Southern Copper Corporation (“**SCC Common Stock**”), representing an aggregate value equal to \$~~1,600,000,000~~2,205,100,000 as of the date hereof, on deposit and held by the Escrow Agent under the Escrow Agreement via stock transfer of the SCC Common Stock as follows:

[Add ASARCO Committee’s Stock Transfer Instructions]

for delivery to the estate of ASARCO LLC.

[and disburse to the Plan Sponsor all other shares of SCC Common Stock registered in the name of AMC on deposit and held by the Escrow Agent under the Escrow Agreement via stock transfer of the SCC Common Stock as follows:

[Add Plan Sponsor’s Stock Transfer Instructions]¹

This Notice may be signed in multiple counterparts.

¹ Insert the bracketed language if the Escrow Agent is being directed to deliver only a portion of the SCC Shares to the ASARCO Committee.

IN WITNESS WHEREOF, the undersigned have executed this Creditors' Post-Recommendation Default Notice as of the __ day of _____, 20__.

ASARCO COMMITTEE

By: _____

Name:

Title: Authorized representative of the ASARCO Committee

I, [Name], Counsel to the ASARCO Committee, do hereby certify that the person whose name appears above has been duly elected or appointed, has duly qualified, and on this day is the authorized representative of the ASARCO Committee, and that the signature above is his/her genuine signature.

Witness my hand this __ day of _____, 20__.

By: _____

Name:

Title: Counsel to the ASARCO Committee

EXHIBIT C

Form of Plan Sponsor's Pre-Recommendation Termination Notice

The Bank of New York Mellon
Escrow Group
101 Barclay Street
New York, NY 10271
Attn: Wendy Morgan
Facsimile: 732-667-9547

VIA FACSIMILE

Reference is made to that certain Escrow Agreement dated as of August 18, [\[21\]](#), 2009 (the "**Escrow Agreement**") by and among ASARCO Incorporated, a Delaware corporation (the "**Parent**"), Americas Mining Corporation ("**AMC**", and together with the Parent, the "**Plan Sponsor**") and The Bank of New York Mellon (the "**Escrow Agent**"). Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Escrow Agreement. Each of the undersigned hereby certifies that he or she is an Authorized Plan Sponsor Representative and is authorized to execute this Plan Sponsor's Pre-Recommendation Termination Notice (the "**Notice**") on behalf of the Parent or AMC, as the case may be.

This Notice is provided to you pursuant to section 3(a) of the Escrow Agreement. We hereby certify to you that:

1. *(check any of the following, as appropriate):*

- ☐ The Plan Sponsor has terminated or withdrawn the Plan with the consent of the ASARCO Committee, [after consultation with the Asbestos Representatives](#); or
 - ☐ The Plan Sponsor has terminated or withdrawn the Plan after entry of an order in the Bankruptcy Case approving a settlement agreement with Debtor ASARCO LLC with respect to the Final Judgment entered against the Parent in the United States District Court for the Southern District of Texas (Brownsville Division) on April 15, 2009, and related litigation; or
 - ☐ A plan other than the Plan was recommended for Confirmation by the Bankruptcy Court pursuant to a Recommendation, and
2. The Plan Sponsor has given at least 10 days notice to the ASARCO Committee prior to the delivery of this notice,

and the Plan Sponsor directs you to return the SCC Shares to the Plan Sponsor via stock transfer of shares of the common stock of Southern Copper Corporation as follows:

[Add Plan Sponsor's Stock Transfer Instructions]

This Notice may be signed in multiple counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Plan Sponsor's Pre-Recommendation Termination Notice as of the __ day of _____, 20__.

ASARCO INCORPORATED

By: _____
Name:
Title:

AMERICAS MINING CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT D

Form of Plan Sponsor's Post-Recommendation Termination Notice

The Bank of New York Mellon
Escrow Group
101 Barclay Street
New York, NY 10271
Attn: Wendy Morgan
Facsimile: 732-667-9547

VIA FACSIMILE

Reference is made to that certain Escrow Agreement dated as of August 18, [21], 2009 (the "**Escrow Agreement**") by and among ASARCO Incorporated, a Delaware corporation (the "**Parent**"), Americas Mining Corporation ("**AMC**", and together with the Parent, the "**Plan Sponsor**") and The Bank of New York Mellon (the "**Escrow Agent**"). Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Escrow Agreement. Each of the undersigned hereby certifies that he or she is an Authorized Plan Sponsor Representative and is authorized to execute this Plan Sponsor's Post-Recommendation Termination Notice (the "**Notice**") on behalf of the Parent or AMC, as the case may be.

This Notice is provided to you pursuant to section 3(b) of the Escrow Agreement. We hereby certify to you that:

1. *(check any of the following, as appropriate):*

- ☐ ~~A plan other than the Plan was Confirmed pursuant to an entered Confirmation Order;~~
~~or~~ The District Court denied Confirmation of the Plan notwithstanding the Recommendation by the Bankruptcy Court in favor of the Confirmation of the Plan; or
 - ☐ From and after the Confirmation Date of the Plan, the Plan Sponsor has terminated or withdrawn the Plan with the consent of the ASARCO Committee, after consultation with the Asbestos Representatives, and in a manner consistent with an order entered by the Bankruptcy Court authorizing such withdrawal or termination; or
 - ☐ A stay of the Confirmation Order was in effect on December 31, 2009, or thereafter, and
2. The Plan Sponsor has given at least 10 days notice to the ASARCO Committee prior to the delivery of this notice,

and the Plan Sponsor directs you to return the SCC Shares to the Plan Sponsor via stock transfer of shares of the common stock of Southern Copper Corporation as follows:

[Add Plan Sponsor's Stock Transfer Instructions]

This Notice may be signed in multiple counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Plan Sponsor's Post-Recommendation Termination Notice as of the __ day of _____, 20__.

ASARCO INCORPORATED

By: _____
Name:
Title:

AMERICAS MINING CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT E

Form of Final Notice

The Bank of New York Mellon
Escrow Group
101 Barclay Street
New York, NY 10271
Attn: Wendy Morgan
Facsimile: 732-667-9547

VIA FACSIMILE

Reference is made to that certain Escrow Agreement dated as of August ~~18~~,[\[21\]](#), 2009 (the “**Escrow Agreement**”) by and among ASARCO Incorporated, a Delaware corporation (the “**Parent**”), Americas Mining Corporation (“**AMC**”, and together with the Parent, the “**Plan Sponsor**”) and The Bank of New York Mellon (the “**Escrow Agent**”). Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Escrow Agreement. Each of the undersigned hereby certifies that he or she is an Authorized Plan Sponsor Representative and is authorized to execute this Final Notice on behalf of the Parent or AMC, as the case may be.

This Final Notice is provided to you pursuant to Section 3(c) of the Escrow Agreement. We hereby certify to you that

1. the Effective Date has occurred, and
2. the Plan Sponsor has given at least 10 days notice to the ASARCO Committee prior to the delivery of this notice,

and the Plan Sponsor directs you to disburse the SCC Shares via stock transfer of shares of the common stock of Southern Copper Corporation as follows:

[Add Plan Sponsor’s Stock Transfer Instructions]

This Final Notice may be signed in multiple counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Final Notice as of the ____ day of _____, 20__.

ASARCO INCORPORATED

By: _____
Name:
Title:

AMERICAS MINING CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT F

Escrow Account Transfer Instructions for Plan Sponsor

August [21], 2009

VIA EMAIL

The Bank of New York Mellon
Escrow Group
101 Barclay Street
New York, NY 10271
Attn: Wendy Morgan
E-Mail: wendy.morgan1@bnymellon.com

Dear Ms. Morgan:

Reference is made to that certain Escrow Agreement dated as of August [21], 2009 (the “Escrow Agreement”) by and among ASARCO Incorporated, a Delaware corporation (the “Parent”), Americas Mining Corporation (“AMC”, and together with the Parent, the “Plan Sponsor”) and The Bank of New York Mellon (the “Escrow Agent”). Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Escrow Agreement.

The undersigned, each an authorized officer of Plan Sponsor, hereby authorize and instruct you to deposit in the ASARCO INC - AMC ESC ACCT# 2, Account No. 331329 (the “Escrow Account”) a stock certificate (Certificate No. []) representing 16,430,000 shares of the common stock of Southern Copper Corporation (“SCC shares”) registered under the name of AMC which stock certificates will be delivered to you by The Bank of New York Mellon, as transfer agent for SCC shares. The SCC shares so deposited shall be held in the Escrow Account in accordance with the terms of the Escrow Agreement.

Should you have any questions, please feel free to contact any of the undersigned.

ASARCO INCORPORATED

By: _____

Name:

Title:

AMERICAS MINING CORPORATION

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT G**Escrow Agent Fees****Fee Schedule**

Upon appointment of The Bank of New York Mellon ("BNY Mellon") as Escrow Agent, the Plan Sponsor, as defined in the escrow agreement, shall be responsible for the payment of the fees, expenses and charges as set forth in this Fee Schedule.

General Fees**Acceptance Fee****Waived**

This one time charge is payable at the time of the closing and includes the review and execution of the agreement and all documents submitted in support thereof and establishment of accounts.

Annual Administration Fee**\$ 7,500**

An annual fee of \$7,500 will cover the duties and responsibilities related to account administration and servicing, which may include maintenance of accounts on various systems, custody and securities servicing, reporting, etc. This fee is payable in advance for the year and shall not be prorated.

Investment Compensation

With respect to investments in money market mutual funds for which BNY Mellon provides shareholder services BNY Mellon (or its affiliates) may also receive and retain additional fees from the mutual funds (or their affiliates) for shareholder services as set forth in the Authorization and Direction to BNY Mellon to Invest Cash Balances in Money Market Mutual Funds.

BNY Mellon will charge a \$25.00 transaction fee for each purchase, sale, or redemption of securities other than the aforementioned Money Market Mutual Funds.

With respect to investments in Dreyfus Money Market Funds, BNY Mellon (or its affiliates) also will be compensated by the Fund for investment advisory and other services.

Disbursement Fee (Check or Wire)**\$ 25.00 per disbursement**

A fee of \$25.00 will be assessed for each disbursement.

Counsel Fees

If counsel is retained by BNY Mellon, a fee covering the fees and expenses of Counsel for its services, including review of governing documents, communication with members of the closing party (including representatives of the purchaser, investment banker(s), attorney(s) and BNY Mellon), attendance at meetings and the closing, and such other services as BNY Mellon may deem necessary. The Counsel fee will be the actual amount of the fees and expenses charged by Counsel and is payable at closing. Should closing not occur, you would still be responsible for payment of Counsel fees and expenses.

Miscellaneous Fees

The fees for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and will be charged in BNY Mellon's sole discretion. These extraordinary services may include, but are not limited to: proxy dissemination/tabulation, customized reporting and/or procedures, electronic account access, etc. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed.

Out-of-Pocket Expenses

Additional out-of-pocket expenses may include, but are not limited to, telephone; facsimile; courier; copying; postage; supplies; expenses of foreign depositaries; and expenses of BNY Mellon's representative(s) and Counsel for attending special meetings. Fees and expenses of BNY Mellon's representatives and Counsel will be charged at the actual amount of fees and expenses charged and all other expenses will be charged at cost or in an amount equal to 5% of all expenses billed for the year, in BNY Mellon's discretion, and BNY Mellon may charge certain expenses at cost and others on a percentage basis.

Terms and Disclosures

TERMS OF PROPOSAL

Final acceptance of the appointment as escrow agent under the escrow agreement is subject to approval of authorized officers of BNY Mellon and full review and execution of all documentation related hereto. Please note that if this transaction does not close, you will be responsible for paying any expenses incurred, including Counsel fees. We reserve the right to terminate this offer if we do not enter into final written documents within three months from the date this document is first transmitted to you. Fees may be subject to adjustment during the life of the engagement.

MISCELLANEOUS

The terms of this Fee Schedule shall govern the matters set forth herein and shall not be superseded or modified by the terms of the escrow agreement. This Fee Schedule shall be governed by the laws of the State of New York without reference to laws governing conflicts. BNY Mellon and the undersigned agree to jurisdiction of the federal and state courts located in the City of New York, State of New York.

CUSTOMER NOTICE REQUIRED BY THE USA PATRIOT ACT

To help the US government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with BNY Mellon, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

We thank you for your assistance.

Accepted By:	For The Bank of New York Mellon:
Signature: _____	_____
Date: _____	_____
Name: _____	_____
Title: _____	_____
Signature: _____	
Date: _____	
Name: _____	

Title: _____

Signature:	
Date:	
Name:	
Title:	

Who's helping you?

As a leader in securities services and the world's foremost corporate trust provider, we have in-depth knowledge of specialized products and services, a profound understanding of local markets around the world, and vast global capabilities. These attributes, combined with our ability to work collaboratively with clients, enable us to define and develop solutions that address your unique needs.

Who's helping you succeed in the world's financial markets? Turn to The Bank of New York Mellon.

Document comparison by Workshare Professional on Thursday, August 20, 2009
9:43:00 AM

Input:	
Document 1 ID	pdocs://ny3/7467265/1
Description	#7467265 v1 - ASARCO: Good faith escrow agreement (3rd A&R)
Document 2 ID	pdocs://ny3/7467265/4
Description	#7467265 v4 - ASARCO: Good faith escrow agreement (3rd A&R)
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	66
Deletions	27
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	95

EXHIBIT C

~~AMENDED SUPPORT AGREEMENT~~

AMONG

~~GRUPO MÉXICO, S.A.B. DE C.V.~~

~~AND~~

~~AMERICAS MINING CORPORATION~~ **GUARANTEE AGREEMENT**

~~AND~~

~~ASARCO INCORPORATED~~

This ~~Amended Support~~ Guarantee Agreement, dated as of ~~July 30,~~ August 19, 2009 (the “~~Support~~ Guarantee Agreement”), is among Grupo México, S.A.B. de C.V., a Mexican corporation (“GM”), ASARCO Incorporated, a Delaware Corporation (“ASARCO Inc.”) and Americas Mining Corporation, a Delaware corporation (“AMC”, and together with ASARCO Inc. the “Plan Sponsor”).

WHEREAS, GM directly owns 100% of the outstanding capital stock of AMC and indirectly owns 100% of the outstanding capital stock of ASARCO Inc.;

WHEREAS, the Plan Sponsor is the sponsor of a Chapter 11 plan of reorganization (the “Plan”) for ASARCO LLC, a Delaware limited liability company (“ASARCO”) and certain of its affiliates, in the bankruptcy case captioned *In re ASARCO LLC, et al.*, Case No. 05-21207 (the “Bankruptcy Case”);

WHEREAS, pursuant to the Plan, the Plan Sponsor is required to deliver the Parent Contribution (as defined in the Plan) to the Parent’s Plan Administrator (as defined in the Plan) on the Effective Date (as defined in the Plan) or as soon thereafter as practicable;

WHEREAS, pursuant to the Plan, on the Effective Date, the Plan Sponsor and ASARCO will enter into a revolving working capital facility (the “Working Capital Facility”), pursuant to which the Plan Sponsor will provide financing to ASARCO to fund its working capital needs;

WHEREAS, the terms of Working Capital Facility may require the Plan Sponsor to provide financing to ASARCO in the form of cash or cash equivalents (such cash requirements, the “Working Capital Cash Requirements”); and

WHEREAS, ~~GM and the Plan Sponsor entered into a Support Agreement dated as of July 24, 2009, and now wish to amend its terms.~~ the ASARCO Committee (as defined in the Plan, the “ASARCO Committee”) has rights as a third-party beneficiary under this Guarantee Agreement;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

~~1. — GM Undertaking. (a) If, during the term of this Support Agreement, the Plan Sponsor is unable to deliver the Parent Contribution in full to the Parent’s Plan Administrator in accordance with the terms of the Plan or satisfy the Working Capital Cash Requirements in full,~~

~~GM shall promptly provide the Plan Sponsor such funds in an amount equal to the amount required to permit the Plan Sponsor to deliver the Parent Contribution in full or satisfy the Working Capital Cash Requirements in full, as the case may be.—~~

~~(b) GM and the Plan Sponsor hereby acknowledge that any funds provided by GM pursuant to Section 1(a) shall be used solely for the purpose of allowing the Plan Sponsor to deliver the Parent Contribution or satisfy the Working Capital Cash Requirements, as the case may be, and not for any other purposes. Each of the parties hereto acknowledges that GM's obligations hereunder do not constitute a guarantee by GM of the Plan Sponsor's obligations to provide the Parent Contributions pursuant to the Plan, provide financing to ASARCO pursuant to the Working Capital Facility or perform any other agreement in connection with the Plan.— Notwithstanding the preceding sentence, this Support Agreement is enforceable in accordance with its terms, including in the Bankruptcy Court (as defined in the Plan).~~

~~2.— Waiver. GM hereby waives any failure or delay on the part of the Plan Sponsor or the Parent's Plan Administrator in asserting or enforcing any of its rights or in making any claims or demands hereunder.—~~

~~3.— Rights of the Parent's Plan Administrator. The Plan Sponsor hereby assigns and pledges to the Parent's Plan Administrator the Plan Sponsor's rights under Sections 1 and 2 of this Support Agreement, and, if the Plan Sponsor fails or refuses to take timely action to enforce its rights under Sections 1 and 2 of this Support Agreement, the Parent's Plan Administrator may enforce such rights on behalf of the Plan Sponsor directly against GM. GM hereby consents to such assignment and pledge and enforcement by the Parent's Plan Administrator.—~~

1. Guarantee.

(a) Working Capital Facility. GM hereby guarantees to ASARCO the prompt performance and payment in full when due of all obligations of the Plan Sponsor under and in respect of the Working Capital Facility (including without limitation the Working Capital Cash Requirements), whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, and however acquired by ASARCO (such obligations being herein collectively called the "WCF Obligations"). GM hereby further agrees that if the Plan Sponsor shall fail to perform or pay in full when due any of the WCF Obligations, GM will promptly perform and pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the WCF Obligations, the same will be promptly performed and paid in full when due in accordance with the terms of such extension or renewal.

(b) Parent Contribution. GM hereby guarantees to the ASARCO Committee (together with ASARCO, the "Guaranteed Parties") the prompt payment in full of the Parent Contribution when due in accordance with the terms of the Plan (such obligations being herein collectively called the "Parent Contribution Obligations" and, together with the WCF Obligations, the "Guaranteed Obligations"). GM hereby further agrees that if the Plan Sponsor shall fail to pay in full when due any of the Parent Contribution Obligations, GM will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Parent

Contribution Obligations, the same will be promptly performed and paid in full when due in accordance with the terms of such extension or renewal, provided that (i) in no event shall the ASARCO Committee receive, in connection with exercising its rights hereunder and under that certain escrow agreement entered into as of August [], 2009 by and among ASARCO Inc, AMC and The Bank of New York Mellon (the “Escrow Agreement”), an aggregate amount exceeding the Parent Contribution (computed, for purposes of determining the aggregate U.S. dollar amount of any SCC Stock (as defined in the Escrow Agreement) received by the ASARCO Committee pursuant to the Escrow Agreement, based on the “last reported sale price” of such SCC Stock in accordance with the Escrow Agreement) and (ii) prior to enforcing its rights hereunder, the ASARCO Committee (in consultation with the Asbestos Representatives (as defined in the Plan)) shall have first exercised its rights under Section 3 of the Escrow Agreement.

2. Obligations Unconditional. The obligations of GM hereunder are absolute and unconditional irrespective of the value, genuineness, validity, regularity or enforceability of any agreement or instrument under which any Guaranteed Obligations have been incurred (herein, the “Underlying Instruments”), or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 2 that the obligations of GM hereunder shall be absolute and unconditional under any and all circumstances whatsoever. GM hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and (except as provided in Section 1(b) above) any requirement that any Guaranteed Party exhaust any right, power or remedy or proceed against the Plan Sponsor or against any other person. This is a continuing guaranty and is a guaranty of payment and not merely of collection, and shall apply to all Guaranteed Obligations whenever arising.

3. Reinstatement. The obligations of GM hereunder shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Plan Sponsor in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

4. Subrogation. GM hereby agrees that until the payment and satisfaction in full of all Guaranteed Obligations, it shall not exercise any right or remedy arising by reason of any performance by it of the guarantee hereunder, whether by subrogation or otherwise, against the Plan Sponsor.

5. Remedies. GM hereby agrees that, as between GM and each Guaranteed Party, the obligations of the Plan Sponsor under the Underlying Instruments may be declared to be immediately due and payable (and, in the event of the commencement of any bankruptcy or insolvency proceeding, shall be deemed to have become automatically due and payable) for purposes of Section 1 above notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Plan Sponsor and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable

by the Plan Sponsor) shall forthwith become due and payable by GM for purposes of said Section 1.01.

~~4.~~ 6. Notices. Any notice, instruction, request, consent, demand or other communication required or contemplated by this ~~Support~~Guarantee Agreement shall be in writing, shall be given or made by United States first class mail, facsimile transmission, electronic mail or hand delivery addressed as follows (or any such address as any party hereto or the ASARCO Committee shall have provided to each other party hereto or the ASARCO Committee, as applicable):

If to GM:

GM Mexico, S.A.B. de C.V.
Edificio Pargue Reforma
Campos Eliseos No. 400, Piso 18
Col. Lomas de Chapultepec
11560 Mexico, D.F.
Mexico
Attn: Alberto de la Parra
Facsimile: 011-52-55-1103-5578
E-Mail: alberto.delaparra@mm.gmexico.com

If to the Plan Sponsor:

ASARCO Incorporated
Americas Mining Corporation
c/o GM Mexico, S.A.B. de C.V.
Edificio Pargue Reforma
Campos Eliseos No. 400, Piso 18
Col. Lomas de Chapultepec
11560 Mexico, D.F.
Mexico
Attn: Alberto de la Parra
Facsimile: 011-52-55-1103-5578
E-Mail: alberto.delaparra@mm.gmexico.com

With a copy to:

Milbank, Tweed, Hadley & McCloy LLP
601 S. Figueroa Street, 30th Floor
Los Angeles, CA 90017-5735
Attn: Robert Jay Moore
Facsimile: 213-892-4701
E-Mail: rmoore@milbank.com

~~5- 7.~~ Successors and Amendments. This ~~Support~~Guarantee Agreement shall be binding upon the parties hereto and their respective successors and assigns and is also intended for the benefit of the ~~Parent's Plan Administrator. This Support~~ASARCO Committee, provided that neither any party hereto nor the ASARCO Committee shall assign, transfer or terminate its rights or obligations hereunder without the prior written consent of each other party hereto and the ASARCO Committee after consultation with the Asbestos Representatives (as defined in the Plan), as applicable. This Guarantee Agreement is not intended for the benefit of any person other than the parties hereto and the ~~Parent's Plan Administrator,~~ASARCO Committee and shall not confer or be deemed to confer upon any such person any benefits, rights or remedies hereunder. This Guarantee Agreement may not be waived, amended or modified without the prior written consent of each of the parties hereto and the ASARCO Committee after consultation with the Asbestos Representatives (as defined in the Plan).

~~6- 8.~~ Governing Law. This ~~Support~~Guarantee Agreement shall be governed by the laws of the State of New York.

9. Termination of Support Agreement. Each of the parties hereto and the Parent's Plan Administrator (as defined in the Plan) agree that the Amended Support Agreement, dated as of July 30, 2009, among GM, ASARCO Inc. and the Plan Sponsor shall be immediately terminated and no longer in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this ~~Support~~Guarantee Agreement to be executed and delivered as of the day and year first above written.

GRUPO MÉXICO, S.A.B. DE C.V.

By: _____
Name:
Title:

AMERICAS MINING CORPORATION

By: _____
Name:
Title:

ASARCO INCORPORATED

By: _____
Name:
Title:

Document comparison done by DeltaView on Wednesday, August 19, 2009 11:49:37 PM

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Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	30
Deletions	25
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	57

EXHIBIT B

ASARCO LLC

REVOLVING WORKING CAPITAL CREDIT AGREEMENT

Dated as of [●], 2009

AMERICAS MINING CORPORATION
as Lender

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This Table of Contents is not part of the Agreement to which it is attached but is inserted for convenience of reference only.

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EXHIBIT A	-	Form of Note
EXHIBIT B	-	Form of Master Security Agreement

REVOLVING WORKING CAPITAL CREDIT AGREEMENT, dated as of [●], 2009, between: ASARCO LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the “Borrower”); and AMERICAS MINING CORPORATION, a corporation duly organized and validly existing under the laws of the State of Delaware (the “Lender”).

The Borrower has requested that the Lender make loans to it in an aggregate principal amount not exceeding \$200,000,000 at any one time outstanding and the Lender is prepared to make such loans upon the terms and conditions hereof. Accordingly, the parties hereto agree as follows:

Section 1. Definitions and Accounting Matters.

1.01 Certain Defined Terms. As used herein, the following terms have the following meanings (all terms defined in this Section or in other provisions of this Agreement in the singular to have the same meanings when used in the plural and vice versa):

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person or is a director or officer of such Person.

“Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) the Lender, (b) an Affiliate of the Lender or (c) an entity or an Affiliate of an entity that administers or manages the Lender.

“ASARCO LLC” means Reorganized ASARCO LLC.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as in effect on the Petition Date, together with all amendments and modifications thereto subsequently made, to the extent applicable to the Reorganization Cases.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division.

“Business Day” means any day other than a day on which commercial banks are authorized or required to close in New York City.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” has the meaning assigned to such term in the Security Agreement.

“Commitment” means the obligation of the Lender to make Loans in an aggregate amount at any one time outstanding up to but not exceeding the amount set forth opposite the Lender’s name on the signature page hereof (or in any instrument or agreement entered into pursuant to Section 9.06(b)) (as the same may be modified from time to time pursuant to Section 2.03 or 9.04). The initial amount of the Lender’s Commitment is \$200,000,000.

“Commitment Termination Date” means [●], ~~20—~~2011, [to insert date ~~that is not less than 364 days~~ 2 years after the Effective Date], as such date may be extended pursuant to Section 2.08.

“Confirmation Order” means the order of the Bankruptcy Court and/or the District Court confirming the Parent’s Plan pursuant to section 1129 and other applicable sections of the Bankruptcy Code.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“Debt” of any Person means (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, (d) all obligations of such Person as lessee under leases which shall have been or should be, in accordance with generally accepted accounting principles, recorded as capital leases, (e) all amounts available to be drawn, and the amount of all unpaid drawings, under letters of credit issued for the account of such Person, and (f) all obligations of such Person under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (a) through (e) above.

“Debtors” means the debtors in the Reorganization Cases, including, without limitation, Lac d’Amiante du Québec Ltée; Lake Asbestos of Quebec, Ltd.; LAQ Canada, Ltd.; CAPCO Pipe Company, Inc.; Cement Asbestos Products Company; ASARCO LLC; ASARCO Consulting, Inc.; Encycle, Inc.; ALC, Inc.; American Smelting and Refining Company; AR Mexican Explorations, Inc.; Asarco Master, Inc.; Asarco Oil and Gas Company, Inc.; Bridgeview Management Company, Inc.; Covington Land Company; Government Gulch Mining Company, Limited; Southern Peru Holdings, LLC; AR Sacaton, LLC; ASARCO Exploration Company, Inc.; Green Hill Cleveland Mining Company; Alta Mining and Development Company; Blackhawk Mining and Development Company, Limited; Peru Mining Exploration and Development Company; Tulipan Company, Inc.; and Wyoming Mining and Milling Company.

“Default” means an Event of Default or an event that with notice or lapse of time or both would become an Event of Default.

“District Court” means the United States District Court for the Southern District of Texas.

“Dollars” and “\$” means lawful money of the United States of America.

“Effective Date” means the date upon which the conditions specified in Section 5.01 are satisfied (or waived in accordance with Section 9.04).

“Entity” shall have the meaning assigned to such term by section 101(15) of the Bankruptcy Code.

“Event of Default” has the meaning assigned to such term in Section 8.

“Existing Commitment Termination Date” has the meaning assigned to such term in Section 2.08(a).

“Fixed Rate” means [●]% per annum with respect to the Loans.

“GAAP” means U.S. generally accepted accounting principles as in effect from time to time.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any court or arbitrator having jurisdiction over the Borrower or any of its Subsidiaries or any of their respective properties.

“Indemnified Party” has the meaning assigned to such term in Section 9.03.

“Interest Period” means the period commencing on the last day of the preceding Interest Period (or in the case of the first Interest Period, the date on which the Loans are made) and ending on the numerically corresponding date three months thereafter. Notwithstanding the foregoing: (i) no Interest Period may end after the Commitment Termination Date; (ii) each Interest Period that would otherwise end on a day which is not a Business Day shall end on the next succeeding Business Day (or, if such next succeeding Business Day falls in the next succeeding calendar month, on the next preceding Business Day); and (iii) notwithstanding clause (i) above, no Interest Period shall have a duration of less than seven days and, if any Interest Period would otherwise be a shorter period, such Loan shall not be available hereunder for such period.

“Lien” means, with respect to any property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such property. For purposes of this Agreement and the other Loan Documents, a Person shall be deemed to own subject to a Lien any property that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease) relating to such property.

“Loan Documents” means, collectively, this Agreement, the Notes and the Security Documents.

“Loans” means the loans provided for in Section 2.01.

“Material Adverse Effect” means a material adverse effect on the consolidated financial condition or business of the Borrower and its Subsidiaries.

“Notes” means the promissory notes provided for by Section 2.05 and all promissory notes delivered in substitution or exchange therefor, in each case as the same shall be modified and supplemented and in effect from time to time.

“Parent’s Plan” means ASARCO Incorporated and Americas Mining Corporation’s ~~Third~~Seventh Amended ~~Parent’s~~ Plan of Reorganization for the Debtors Under Chapter 11 of the United States Bankruptcy Code, and all exhibits attached thereto or referenced therein, as the same may be amended, modified, or supplemented.

“Person” means any individual, corporation, company, voluntary association, partnership, joint venture, trust, unincorporated association or government (or any agency, instrumentality or political subdivision thereof).

“Petition Date” means, as to each of the Debtors, the date on which such entity’s bankruptcy case was commenced with the filing of a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

“Post-Default Rate” means, in respect of any principal of any Loan or any other amount under this Agreement, any Note or any other Loan Document that is not paid when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise), a rate per annum during the period from and including the due date to but excluding the date on which such amount is paid in full equal to 2% per annum plus the Fixed Rate.

“Principal Office” means the principal office of Americas Mining Corporation, located on the date hereof at 2575 East Camelback Rd., Phoenix, AZ 85106.

“Quarterly Date” means the last Business Day of March, June, September and December in each year, the first of which shall be the first such day after the date hereof.

“Reorganization Cases” means the proceedings before the Bankruptcy Court leading to the Confirmation of the Parent’s Plan under chapter 11 of the Bankruptcy Code.

“Reorganized ASARCO LLC” means: ASARCO LLC and/or any of its successors, successors-in-interest, and assigns (by merger, assignment of assets, consolidation, operation of law, or otherwise, including any Entity or Entities designated as successor or successor-in-interest in the Confirmation Order), on or after the Effective Date (as defined in ~~Parent’s DS-Exhibit A26 to Third Amended~~the Parent’s Plan ~~of Reorganization for the Debtors Under Chapter 11 of the United States Bankruptcy Code~~).

“Responsible Officer” means the chief executive officer, the chief accounting officer, the chief financial officer, the general counsel, the treasurer or an assistant treasurer of the Borrower.

“Secured Obligations” means the obligations described in the definition of “Secured Obligations” in the Security Agreement.

“Security Agreement” means a Master Security Agreement substantially in the form of Exhibit B hereto between the Borrower and the Lender, pursuant to which the Borrower pledges a 100% interest in the proceeds of any of the Debtors’ causes of action which shall vest in Reorganized ASARCO LLC on the Effective Date, as listed on Exhibit 9 to the Parent’s Plan.

“Security Documents” means, collectively, the Security Agreement and all Uniform Commercial Code financing statements required by the Security Agreement to be filed with respect to the security interests created pursuant to the Security Agreement.

“Subsidiary” means with respect to any Person, any Person that is accounted for as a consolidated subsidiary of such Person in accordance with generally accepted accounting principles.

1.02 Accounting Terms and Determinations. Except as otherwise expressly provided herein, all accounting terms used herein shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered to the Lender hereunder shall be prepared, in accordance with GAAP.

1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to

have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 2. Commitment, Loans, Evidence of Indebtedness and Prepayments.

2.01 Loans. The Lender agrees, on the terms and conditions of this Agreement, to make loans to the Borrower (the "Loans") in Dollars during the period from and including the Effective Date to but excluding the Commitment Termination Date in an aggregate principal amount at any one time outstanding up to but not exceeding the amount of the Commitment as in effect from time to time. Subject to the terms and conditions of this Agreement, during such period the Borrower may borrow, repay and reborrow the amount of the Commitment by means of Loans.

2.02 Borrowings. The Borrower shall give the Lender notice of each borrowing hereunder as provided in Section 4.04. Not later than 4:00 p.m. New York City time on the date specified for each borrowing hereunder, the Lender shall make available the amount of the Loan to be made by it on such date to the Borrower by remitting the same, in immediately available funds, to such account of the Borrower in accordance with the written instructions of the Borrower.

2.03 Changes of Commitment. The Commitment shall, subject to Section 2.08, be automatically reduced to zero on the Commitment Termination Date. The Borrower shall have the right at any time or from time to time (i) so long as no Loans are outstanding, to terminate the Commitment and (ii) to reduce the aggregate unused amount of the Commitment; provided that (x) the Borrower shall give notice of each such termination or reduction as provided in Section 4.04 and (y) each partial reduction shall be in an aggregate amount at least equal to \$[1,000,000] (or a larger multiple of \$[1,000,000]). Commitment once terminated or reduced may not be reinstated.

2.04 Facility Fees. The Borrower shall pay to the Lender a facility fee equal to [0.5]% per annum on the average daily amount of the Commitment (whether used or unused) during the period from and including the date hereof to but excluding the Commitment Termination Date (or any earlier date on which the Commitment is terminated). Accrued facility fees shall be payable on each Quarterly Date, on the Commitment Termination Date (or any earlier date on which the Commitment is terminated).

2.05 Evidence of Indebtedness.

(a) The Lender shall maintain records evidencing the indebtedness of the Borrower hereunder resulting from each Loan made by the Lender to the Borrower, including the amounts of principal and interest payable and paid by the Borrower to the Lender from time to time hereunder. The entries made in the records maintained pursuant to this paragraph (a) shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of the Lender to maintain such records or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(b) The Lender may request that the Loans shall be evidenced by a single promissory note of the Borrower substantially in the form of Exhibit A hereto, payable to the Lender in a principal amount equal to the Commitment as then in effect and otherwise duly completed. Following the issuance of any such Note, the Loans evidenced by such Note and interest thereon shall at all times (including after assignment pursuant to Section 9.06) be represented by one or more Notes in such form payable to the order of the payee named therein.

2.06 Optional Prepayments of Loans. Subject to ~~Sections 4.03 and 5,~~ Section 4.03, the Borrower shall have the right to prepay Loans at any time or from time to time, provided that the Borrower shall give the Lender notice of each such prepayment as provided in Section 4.04 (and, upon the date specified in any such notice of prepayment, the amount to be prepaid shall become due and payable hereunder).

2.07 Mandatory Prepayment of Loans. The Borrower shall be required to prepay the Loans in full if Americas Mining Corporation shall cease to own, beneficially and of record, directly or indirectly, 100% of the outstanding interests of the Borrower;

2.08 Extension of Commitment Termination Date.

(a) The Borrower may, by written notice to the Lender not less than 30 days and not more than 45 days prior to the Commitment Termination Date then in effect (the "Existing Commitment Termination Date"), request that the Lender extend the Commitment Termination Date for an additional 364 days from the Existing Commitment Termination Date. The Lender, acting in its sole discretion, shall, by written notice to the Borrower given on or before the date occurring 15 days after receipt of such notice (or, if such date is not a Business Day, the Business Day next succeeding such date) (such date or Business Day, as the case may be, the "Consent Date"), advise the Borrower whether or not the Lender agrees to such extension; provided that (i) if the Lender determines not to extend the Commitment Termination Date, the Lender shall notify the Borrower of such fact promptly after such determination (but in any event no later than the Consent Date) and if the Lender does not so advise the Borrower on or before the Consent Date it shall be deemed to not have consented to such extension; and (ii) any such consent given before the date 30 days prior to the Existing Commitment Termination Date shall be revocable until the opening of business of the Lender on such date and any such consent not revoked before the opening of such business on such date shall be irrevocable.

(b) If the Lender shall have agreed to extend the Commitment Termination Date, then, effective as of the Existing Commitment Termination Date, the Commitment Termination Date shall be extended to the date falling 364 days after the Existing Commitment Termination Date (provided that, if such date is not a Business Day, then the Commitment Termination Date shall be the next preceding Business Day). Notwithstanding the foregoing, the extension of the Commitment Termination Date shall not be effective with respect to the Lender unless:

(i) no Default shall have occurred and be continuing on each of the date of the notice requesting such extension and the Existing Commitment Termination Date; and

(ii) each of the representations and warranties of the Borrower in Section 6 and in the other Loan Documents shall be true and correct on and as of each of the date of the notice requesting such extension and the Existing Commitment Termination Date with the same force and effect as if made on and as of each such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date); and

(iii) the Lender shall have received a certificate of a Responsible Officer dated the Existing Commitment Termination Date to the effect of clauses (i) and (ii) above.

Section 3. Payments of Principal and Interest.

3.01 Repayment of Loans. The Borrower hereby agrees to repay the Loans in full on the Commitment Termination Date.

3.02 Interest. The Borrower hereby agrees to pay to the Lender interest on the unpaid principal amount of each Loan for the period from and including the date of such Loan to but excluding the date such Loan shall be paid in full, at the Fixed Rate, and

Notwithstanding the foregoing, the Borrower hereby agrees to pay to the Lender interest at the applicable Post-Default Rate on any principal of any Loan and on any other amount payable by the Borrower hereunder or under the Note that shall not be paid in full when due (whether at stated maturity, by

Credit Agreement

acceleration, by prepayment or otherwise), for the period from and including the due date thereof to but excluding the date the same is paid in full. Accrued interest on each Loan shall be payable (i) for each day such Loan shall be outstanding on the last day of each Interest Period with respect thereof and (ii) upon the payment or prepayment thereof, except that interest payable at the Post-Default Rate shall be payable from time to time on demand. Promptly after the determination of any interest rate provided for herein or any change therein, the Lender shall give notice thereof to the Borrower.

Section 4. Payments; Computations; Etc.

4.01 Payments.

(a) Except to the extent otherwise provided herein, all payments of principal, interest and other amounts to be made by the Borrower under this Agreement and the Notes, and, except to the extent otherwise provided therein, all payments to be made by the Borrower under any other Loan Document, shall be made in Dollars, in immediately available funds, without deduction, set-off or counterclaim, to the Lender at an account at the Principal Office, not later than 1:00 p.m. New York City time on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day).

(b) Without limiting the foregoing, all payments to be made by the Borrower under this Agreement and any other Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, in the case of the Lender, taxes imposed on or measured by its net income, and franchise taxes imposed on it, by the jurisdiction under the laws of which the Lender is organized or any political subdivision thereof and taxes imposed on or measured by its net income, and franchise taxes imposed on it, by the jurisdiction of the Lender or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to the Lender, (i) the sum payable shall be increased as may be necessary so that after making all required deductions the Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. In addition, the Borrower agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery, enforcement or registration of, or otherwise with respect to, this Agreement (hereinafter referred to as "Other Taxes"). Without duplication with respect to any amounts paid pursuant to this paragraph (b), the Borrower will indemnify the Lender for the full amount of Taxes or Other Taxes paid by the Lender and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted.

(c) The Borrower shall, at the time of making each payment under this Agreement or any Note, specify to the Lender the Loans or other amounts payable by the Lender hereunder to which such payment is to be applied (and in the event that the Lender fails to so specify, or if an Event of Default has occurred and is continuing, the Lender may apply such payment in such manner as it may determine to be appropriate).

(d) Except to the extent otherwise expressly provided herein, if the due date of any payment under this Agreement or any Note would otherwise fall on a day that is not a Business Day, such date shall be extended to the next succeeding Business Day, and interest shall be payable for any principal so extended for the period of such extension.

4.02 Computations. Interest on Loans and the facility fees shall be computed on the basis of a year of 360 days and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable. Each determination by the Lender of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

4.03 Minimum Amounts. Each borrowing and partial prepayment of principal of Loans shall be in an aggregate amount at least equal to \$[●] or a larger multiple of \$[●].

4.04 Certain Notices. Notices by the Borrower to the Lender of terminations or reductions of the Commitment and of borrowings and optional prepayments of Loans shall be irrevocable and shall be effective only if received by the Lender not later than the New York City time and number of Business Days prior to the date of the relevant termination, reduction, borrowing or prepayment or the first day of such Interest Period specified below:

<u>Notice</u>	<u>Number of Business Days Prior</u>	<u>Time</u>
Termination or reduction of Commitment	3	1:00 p.m.
Borrowing of Loans	same day	At least one hour prior to the rate setting time
Prepayments of Loans	1	1:00 p.m.

Each such notice of termination or reduction shall specify the amount of the Commitment to be terminated or reduced. Each such notice of borrowing or optional prepayment shall specify the Borrower, the Loans to be borrowed, the amount (subject to Section 4.03) of each Loan to be borrowed or prepaid and the date of borrowing or optional prepayment (which shall be a Business Day).

4.05 Set-Off. Upon the occurrence and during the continuance of any Event of Default, the Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and indebtedness at any time owing by the Lender to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement and the other Loan Documents and any Loans held by the Lender, whether or not the Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The Lender agrees promptly to notify the Borrower after any such set-off and application made by the Lender; provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of set-off) which the Lender may have.

Section 5 Conditions Precedent

5.01 Effective Date. The obligation of the Lender to make its initial Loan hereunder shall not become effective until the date on which the Lender shall have received the following documents, each of which shall be satisfactory to the Lender in form and substance:

(a) Organizational Documents. A good standing certificate and certified copies of the organizational documents of the Borrower and of limited liability company authority for the Borrower (including board of managers' resolutions and evidence of the incumbency of officers) with respect to the execution, delivery and performance of the Loan Documents and each other

Credit Agreement

document to be delivered by the Borrower from time to time in connection herewith and the Loans hereunder (and the Lender may conclusively rely on such certificate until it receives notice in writing from the Borrower to the contrary).

(b) Opinion(s) of Counsel to the Borrower. Opinion(s), each dated the Effective Date, of [●], and/or a General Counsel of the Borrower, in each case in form and substance satisfactory to the Lender and covering such matters as the Lender may reasonably request (and the Borrower hereby instructs each such counsel to deliver such opinion to the Lender).

(c) Security Agreement. The Security Agreement, duly executed and delivered by the Borrower.

(d) Fees and Expenses. Evidence satisfactory to the Lender that the Borrower shall have paid on or before the Effective Date all fees, costs, expenses in connection with the negotiation, preparation, execution and delivery of this Agreement and the other Loan Documents (to the extent invoiced to the Borrower at least one Business Day prior to the Effective Date).

(e) Other Documents. Such other documents as the Lender or its counsel may reasonably request.

Notwithstanding the foregoing, the obligations of the Lender to make Loans hereunder shall not become effective unless (i) each of the foregoing conditions is satisfied (or waived pursuant to Section 10.04) on or prior to 5:00 p.m., New York City time, on [●], 2009 [insert date 30 days after the date of this Agreement] (and, in the event such conditions are not satisfied or waived, the Commitment shall terminate at such time), and (ii) the Parent's Plan shall have become ~~effectiveness~~effective and is not subject to any stay ~~or appeal~~.

5.02 Initial and Subsequent Loans. The obligation of the Lender to make any Loan upon the occasion of each borrowing hereunder (including the initial borrowing) is subject to the further conditions precedent that, both immediately prior to the making of such Loan and also after giving effect thereto and to the intended use thereof:

(a) no Default shall have occurred and be continuing;

(b) the representations and warranties made by the Borrower in Section 6 and in each of the other Loan Documents, shall be true and correct on and as of the date of the making of such Loan with the same force and effect as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date);

(c) the Borrower shall have taken all action required or contemplated by the Security Agreement;

(d) the Parent's Plan shall have become effective and is not subject to any stay ~~or appeal~~.

Each notice of borrowing by the Borrower hereunder shall constitute a certification by the Borrower to the effect set forth in the preceding sentence (both as of the date of such notice and, unless the Borrower otherwise notifies the Lender prior to the date of such borrowing, as of the date of such borrowing).

Section 6. Representations and Warranties. The Borrower represents and warrants to the Lender that:

Credit Agreement

6.01 Existence. The Borrower (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation (or, if not a corporation, the jurisdiction of its organization), (b) has all corporate power to own its property and carry on its business as now being conducted and (c) is duly qualified to do business and is in good standing in each jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed except to the extent that failure to so qualify (or be so licensed or registered) does not and is not reasonably likely to have a Material Adverse Effect.

6.02 No Breach. The execution, delivery and performance by the Borrower of this Agreement are within the Borrower's powers, have been duly authorized by all necessary corporate action, and do not and will not (a) contravene the Borrower's bylaws or certificate of incorporation, (b) violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award, (c) conflict with or result in the breach of, or constitute a default under, any agreement to which the Borrower is a party or which is binding on the Borrower's properties or (d) (except for the Liens created pursuant to the Security Documents) result in or require the creation or imposition of any Lien upon or with respect to any of the properties of the Borrower.

6.03 Validity. This Agreement has been duly and validly executed and delivered by the Borrower and constitutes, and each of the Notes and the other Loan Documents when executed and delivered (in the case of the Notes, for value) will constitute, its legal, valid and binding obligation, enforceable against the Borrower in accordance with its terms.

6.04 Approvals. Except for any authorization or approval, consent, filing or registration in connection with the bankruptcy proceedings of the Borrower and certain related debtors under Chapter 11 of the United States Bankruptcy Code in cases jointly administered under Case No. 05-21207 in the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division, no authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority or agency are necessary for the execution, delivery or performance by the Borrower for the legality, validity or enforceability thereof, except for filings and recordings (if any) in respect of perfecting the Liens created pursuant to the Security Documents.

6.05 Investment Company Act. The Borrower is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 7. Covenants. The Borrower covenants and agrees with the Lender that, so long as any Commitment or Loan is outstanding and until payment in full of all amounts payable by the Borrower hereunder:

7.01 Financial Statements Etc. The Borrower will deliver to the Lender:

(a) as soon as available and in any event within 90 days after the end of each fiscal year of the Borrower a certificate of the chief financial officer or the comptroller or other appropriate officer of the Borrower stating that no Default has occurred and is continuing or, if such a Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto;

(b) not later than 30 days after the commencement thereof or change in the status thereof, notice of all actions, suits, investigations, litigation and proceedings before any Governmental Authority affecting the Borrower or any of its Subsidiaries the likely effect of which would be to have a Material Adverse Effect; and

(c) such other information respecting the condition or operations, financial (including financial statements and reports) or otherwise, of the Borrower or any of its Subsidiaries as the Lender may from time to time reasonably request.

7.02 Existence, Etc. The Borrower will:

(a) preserve and maintain its legal existence and all of its material rights, privileges, licenses and franchises, except to the extent failure to preserve or maintain such rights, privileges, licenses or franchises is not reasonably likely to have a Material Adverse Effect;

(b) comply with the requirements of all applicable laws, rules, regulations and orders of Governmental Authorities if failure to comply with such requirements could (either individually or in the aggregate) have a Material Adverse Effect; and

(c) pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its properties prior to the date on which penalties attach thereto, except for any such tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained in accordance with GAAP.

7.03 Insurance. The Borrower will maintain insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as is usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which the Borrower operates.

Section 8. Events of Default. If one or more of the following events (herein called “Events of Default”) shall occur and be continuing:

(a) The Borrower shall fail to pay any principal of any Loan within one Business Day after such principal becomes due and payable, or shall fail to pay any interest on any Loan or any fees or other amount payable hereunder or under any other Loan Document within ten days after such interest, fees or other amount become due and payable; or

(b) Any representation or warranty made by the Borrower (or any of its officers) in connection with this Agreement or the other Loan Documents shall prove to have been incorrect in any material respect when made or deemed made; or

(c) The Borrower shall fail to perform or observe any term, covenant or agreement contained in this Agreement or any other Loan Document on its part to be performed or observed if the failure to perform or observe such other term, covenant or agreement shall remain unremedied for 21 days after written notice thereof shall have been given to the Borrower by the Lender; or

(d) One or more judgments for the payment of money in an aggregate amount in excess of \$[10,000,000] shall be rendered against the Borrower and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower to enforce any such judgment; or

(e) Any of the Security Documents shall for whatever reason be terminated or cease to be in full force and effect, or the enforceability thereof shall be contested by the Borrower; or (ii) any of the Liens purportedly created by the Security Documents shall fail at any time to constitute

a valid and perfected Lien on the collateral intended to be covered thereby (to the extent perfection by filing, registration, recordation or possession is required herein or therein), free and clear of all other Liens (other than Liens permitted by the Security Agreement);

THEREUPON: In the case of an Event of Default, the Lender may, by notice to the Borrower, terminate the Commitment and/or declare the principal amount then outstanding of, and the accrued interest on, the Loans and all other amounts payable by the Borrower hereunder and under the Notes to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Borrower.

Section 9. Miscellaneous.

9.01 Waiver. No failure on the part of the Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement or any Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement or any Note preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

9.02 Notices. All notices and other communications provided for hereunder shall be in writing (including facsimile communication) and mailed, sent via facsimile or delivered to the Borrower at its address at [●], Attention: [●]; or if to the Lender at its address specified below its signature line hereof; or, as to each of the aforementioned parties, at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and communications shall, when mailed or sent via facsimile be effective when deposited in the mails or sent via facsimile respectively, except that notices and communications to the Lender pursuant to Section 2 shall not be effective until received by the Lender.

9.03 Expenses, Etc. The Borrower agrees to pay on demand all costs and expenses of the Lender in connection with the preparation, execution, delivery, administration, modification and amendment of this Agreement and the other documents to be delivered hereunder, including the reasonable and documented fees and out-of-pocket expenses of counsel for the Lender and with respect to advising the Lender as to their respective rights and responsibilities under the Loan Documents. The Borrower further agrees to pay on demand all costs and expenses of the Lender, if any (including reasonable and documented fees and expenses of counsel for the Lender), in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement and the other documents to be delivered hereunder, including reasonable fees and expenses of counsel for the Lenders and hereunder in connection with the enforcement of rights under this Section.

The Borrower agrees to indemnify and hold harmless the Lender and its officers, directors, employees, agents and advisors (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including reasonable and documented fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of, or in connection with an Event of Default or with the preparation for a defense of, any investigation, litigation or proceeding arising out of, related to or in connection with this Agreement or any other Loan Document, including any transaction in which the proceeds of any borrowing hereunder are or are to be applied, whether or not an Indemnified Party is a party thereto and whether or not the transactions contemplated hereby are consummated, except to the extent any such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct.

9.04 Amendments, Etc. Except as otherwise expressly provided in this Agreement, any provision of this Agreement may be modified or supplemented only by an instrument in writing signed by the Borrower and the Lender.

9.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.06 Assignments.

(a) The Borrower may not assign any of its rights or obligations hereunder or under the Notes without the prior consent of the Lender.

(b) The Lender may assign any of its Loans, its Notes, and its Commitment in a minimum amount of \$[10,000,000], provided that (i) unless an Event of Default shall have occurred and be continuing, any such assignment shall require the prior written consent of the Borrower (which consent shall not be unreasonably withheld); (ii) no such consent of the Borrower shall be required with respect to any such assignment to any Approved Fund and (iii) each such assignment by the Lender of its Loans, Notes or Commitment shall be made in such manner so that the same portion of its Loan, Note and Commitment is assigned to the respective assignee. Upon (x) execution and delivery by the assignee of a written instrument (in form and substance reasonably satisfactory to the Lender) pursuant to which such assignee agrees to become a "Lender" hereunder having the Commitment and Loans specified in such instrument and (y) consent to such assignee's assignment by the Borrower, to the extent required above, the assignee shall have, to the extent of such assignment (unless otherwise provided in such assignment with the consent of the Borrower), the obligations, rights and benefits of the Lender hereunder holding the Commitment and Loans (or portions thereof) assigned to it (in addition to the Commitment and Loans, if any, theretofore held by such assignee) and the assigning Lender shall, to the extent of such assignment, be released from the Commitment (or portion thereof) so assigned.

(c) The Lender may furnish any information concerning the Borrower or any of its Subsidiaries in the possession of the Lender from time to time to assignees (including prospective assignees), subject, however, to the provisions of Section 9.12.

9.07 Survival. The obligations of the Borrower under Sections 4.01(b) and 9.03 shall survive the repayment of the Loans and the termination of the Commitment. In addition, each representation and warranty made, or deemed to be made by a notice of any Loan, herein or pursuant hereto shall survive the making of such representation and warranty, and no Lender shall be deemed to have waived, by reason of making any Loan, any Default that may arise by reason of such representation or warranty proving to have been false or misleading, notwithstanding that the Lender may have had notice or knowledge or reason to believe that such representation or warranty was false or misleading at the time such Loan was made.

9.08 Captions. The table of contents and captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

9.09 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Except as provided in Section 5.01, this Agreement shall become effective when it has been executed by the parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

9.10 Governing Law; Submission to Jurisdiction. This Agreement and the Notes shall be governed by, and construed in accordance with, the law of the State of New York. The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan, The City of New York, and any appellate court from any thereof, in any suit, action or proceeding arising out of or relating to this Agreement or any other document delivered hereunder, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other document delivered hereunder against the Borrower or any of its property in the courts of any jurisdiction.

9.11 Waiver of Jury Trial. **THE BORROWER AND THE LENDER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

BORROWER

ASARCO LLC

By _____
Name:
Title:

LENDER

AMERICAS MINING CORPORATION

By _____

Name:

Title:

Address for Notices:

Americas Mining Corporation
c/o Grupo Mexico, S.A.B. de C.V.
Edificio Pargue Reforma
Campos Eliseos No. 400, Piso 18
Col. Lomas de Chapultepec
11560 Mexico, D.F.
Mexico
Attention: General Counsel
Telephone No.: 011-52-55-1103-5327
Facsimile No.: 011-52-55-1103-5578

with a copy to:

[●]

Attention: [●]

Telephone No.: [●]

Facsimile No.: [●]

EXHIBIT A

Form of Note

[To be provided]

EXHIBIT B

Form of Master Security Agreement

[To be provided]

Credit Agreement

Document comparison done by DeltaView on Wednesday, August 19, 2009 11:50:39 PM

Input:	
Document 1	pcdocs://ny3/7462741/8
Document 2	pcdocs://ny3/7462741/10
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	13
Deletions	17
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	30

EXHIBIT E

~~Uniform~~ Glossary of Defined Terms for Plan Documents

Unless the context otherwise requires, the following terms, when used in initially capitalized form in the Disclosure Statement, the Parent's Plan, the Parent's Plan Documents and related exhibits, shall have the following meanings. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in capitalized form that is not defined herein but that is defined in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term by the Bankruptcy Code or the Bankruptcy Rules (with the Bankruptcy Code controlling in the event of a conflict or ambiguity). The rules of construction set forth herein and in section 102 of the Bankruptcy Code shall apply. All references to the "Parent's Plan" shall be construed, where applicable, to include references to the Parent's Plan and all its exhibits, appendices, schedules, and annexes (and any amendments made in accordance with their terms or applicable law).

Glossary of Terms

1. "2005 Subsidiary Debtors" means the Subsidiary Debtors (other than the Asbestos Subsidiary Debtors) that filed bankruptcy cases in 2005, including, without limitation, ASARCO Consulting, Inc.; Encycle, Inc.; ALC, Inc.; American Smelting and Refining Company; AR Mexican Explorations Inc.; Asarco Master, Inc.; Asarco Oil and Gas Company, Inc.; Bridgeview Management Company, Inc.; Covington Land Company; and Government Gulch Mining Company, Limited.
2. "2006 Subsidiary Debtors" means the Subsidiary Debtors that filed bankruptcy cases in 2006, including, without limitation, Southern Peru Holdings, LLC; AR Sacaton, LLC; and ASARCO Exploration Company, Inc.
3. "2008 Subsidiary Debtors" means the Subsidiary Debtors that filed bankruptcy cases in 2008, including, without limitation, Green Hill Cleveland Mining Company; Alta Mining and Development Company; Blackhawk Mining and Development Company, Limited; Peru Mining Exploration and Development Company; Tulipan Company, Inc.; and Wyoming Mining and Milling Company.
4. "ADEQ" means the Arizona Department of Environmental Quality.
5. "Administrative Claim" means any Claim against any of the Debtors for the payment of an Administrative Expense.
6. "Administrative Expense" means (a) any cost or expense of administration of the Reorganization Cases of any of the Debtors incurred before the Effective Date and allowable under section 503(b) of the Bankruptcy Code and entitled to priority under section 507(a)(1) of the Bankruptcy Code including, without limitation, (i) any actual and necessary postpetition cost or expense of preserving the Estates or operating the businesses of any of the Debtors, (ii) any payment required to cure a default on an assumed executory contract or unexpired lease, (iii) any postpetition cost, indebtedness, or contractual obligation duly and validly incurred or assumed by any of the Debtors in the ordinary course of its business, and (iv) compensation or reimbursement of expenses

of professionals to the extent allowed by the Bankruptcy Court under section 330(a) or 331 of the Bankruptcy Code; (b) any fee or charge assessed against the Estates under 28 U.S.C. § 1930; and (c) the Pre-524(g) Indemnity, which shall constitute an Allowed Administrative Claim in accordance with the terms and conditions of such agreement.

7. “ADR” means alternative dispute resolution.
8. “Affiliate” means, with respect to any Person, (a) any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such Person or (b) any Subsidiary of such Person. As used in this definition, “control” (including with correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).
9. “Agreement in Principle” means the Amended Agreement in Principle Regarding Summary Terms of Chapter 11 Plan for ASARCO LLC and Subsidiaries among the Asbestos Subsidiary Committee, the FCR, AMC and the Parent, attached as Parent’s Plan Exhibit 17.
10. “Allowed” means with respect to any Claim or Demand (other than a Disputed Claim or an Asbestos Personal Injury Claim or Demand) or Interest, (a) any Claim or Interest, with respect to which a Proof of Claim was timely filed with the Bankruptcy Court or the Claims Agent, or, by order of the Bankruptcy Court, was not required to be filed, and (b) any Claim or Interest that has been, or hereafter is, listed in the Schedules as liquidated in amount and not disputed or contingent, and, in (a) and (b) above, as to which (A) during the period prior to the deadline for filing objections to Proofs of Claim as set forth in Article 14.2 of the Parent’s Plan, the Claim or Interest has been allowed by a Final Order or in a settlement approved by the Confirmation Order (but only to the extent so allowed), (B) after the deadline for filing objections to Proofs of Claim, either no objection to the allowance thereof was filed prior to the Claims objection deadline or the Claim or Interest has been allowed by a Final Order or in a settlement approved by the Confirmation Order (but only to the extent so allowed), or (C) following the Effective Date, the Claim or Interest has, at the option of Reorganized ASARCO in its sole discretion, been deemed allowed in a writing signed by Reorganized ASARCO. With respect to any Asbestos Personal Injury Claim or Demand, “Allowed” means any Asbestos Personal Injury Claim or Demand that is liquidated and allowed pursuant to the Section 524(g) Trust Distribution Procedures. In no event shall the Allowed amount of a Claim exceed 100% of the principal amount of such Claim, or include any amount for interest accruing after the Petition Date.
11. “Allowed Amount” of any Claim means the principal amount at which that Claim is Allowed (excluding any postpetition interest).
12. “Alter Ego Theories” means theories asserting that a Debtor should be held liable for the Claims and Demands against one or more other Debtors on the ground that it was their alter ego, including, without limitation, denuding-the-corporation, single-business-

24. “ASARCO LLC Subgroup” means ASARCO LLC and its subsidiaries.
25. “ASARCO Master” means ASARCO Master, Inc. (f/k/a Asarco (Delaware), Inc.), a Delaware corporation and one of the Debtors herein. A number of entities were merged into ASARCO Master prior to the Petition Date, including, without limitation, AR Montana Corporation; Asarco Arizona, Inc.; Asarco Exploration Holdings Company, Inc.; Asarco Aginskoe, Inc.; Asarco de Mexico (Delaware) Inc.; Asarco Mexicana (Delaware) Inc.; Asarco Peruvian Exploration Company; GH Holdings Inc.; GHH, LLC; Northern Peru Mining Corporation; NPMC, Incorporated; Domestic Realty Company, Inc.; Midland Coal Company Incorporated; Biotrace Laboratories, Incorporated; Federated Metals Corporation; and LSLC Corporation.
26. “ASARCO NJ” means the former ASARCO Incorporated, a New Jersey corporation, a predecessor of ASARCO LLC.
27. “ASARCO NJ Consolidated Group” means the affiliated group of corporations consisting of ASARCO NJ and its subsidiaries for years before 1999.
28. “ASARCO NJ Subgroup” means ASARCO NJ and its subsidiaries.
29. “ASARCO Note” means, with respect to the Parent’s Plan, a promissory note made payable by Reorganized ASARCO to the Section 524(g) Trust in the original principal amount of \$280 million, subject to an upward adjustment if the Bankruptcy Court determines, upon a challenge brought by a party other than any of the Parties hereto, that the aggregate increase in consideration provided hereunder does not satisfy the “Fiduciary Out” set forth in the Sterlite Term Sheet; provided, however, that any upward adjustment in original principal amount of the Note (any principle amount in excess of \$280 million) shall be an Allowed Administrative Claim and shall reduce the Available Parent’s Plan Funds available for distribution to holders of Allowed Unsecured Claims. The promissory note shall be for a term of one year from the Effective Date, shall bear interest at the rate of 6.0% per annum, shall be guaranteed by AMC and shall be secured by (a) a first lien on the assets of Reorganized ASARCO, and (b) a pledge by the Parent of 51% of the equity in Reorganized ASARCO. The promissory note shall be prepayable at any time, without penalty.
30. “ASARCO Protected Non-Debtor Affiliate” means an entity listed on **Parent’s Plan Exhibit 1** ~~to the Parent’s Plan~~ as such list may be amended or supplemented from time to time.
31. “ASARCO Protected Parties” (each one, an “ASARCO Protected Party”) means (a) the Debtors and their respective predecessors; (b) Reorganized ASARCO; (c) the ASARCO Protected Non-Debtor Affiliates and their respective predecessors; (d) the Parent and its Affiliates and predecessors; (e) Grupo México and its Affiliates and predecessors; (f) the Trusts; (g) the Trustees; (h) the Section 524(g) Trust Advisory Committee; (i) the FCR; (j) the Asbestos Claimants’ Committee, including its members in their member capacities; (k) the Parent’s Plan Administrator; (l) the Examiner; (m) the ASARCO Committee, including its members in their member capacities; (n) the Settling Asbestos

Insurance Companies; and (o) the present and former directors, officers, agents, attorneys, accountants, consultants, financial advisors, investment bankers, professionals, experts, and employees of any of the foregoing, in their respective capacities as such—~~provided, however, that, notwithstanding anything to the contrary in the Parent’s Plan or this Glossary, the ASARCO Protected Parties shall not include (i) Baker Botts L.L.P.; (ii) Jordan, Hyden, Womble, Culbreth & Holzer, P.C.; (iii) Barclays Capital, Inc.; (iv) H. Malcolm Lovett, Jr.; (v) Edward Caine; (v) Joseph F. Lapinsky; (vi) Douglas E. McAllister; or in the case of parties identified in clauses (i) through (vi), any of their present and former partners, associates, directors, officers, agents, attorneys, accountants, consultants, financial advisors, investment bankers, professionals, experts, and employees.~~

32. “ASARCO Security Agreement” means, with respect to the Parent’s Plan, a security agreement, substantially in the form attached as **Parent’s Plan Exhibit 12** ~~to the Parent’s Plan, 12~~, delivered to the Section 524(g) Trust to secure Reorganized ASARCO’s performance under the ASARCO Note.
33. “ASARCO USA Incorporated” means the Delaware Corporation that owns 100% of the equity interests in ASARCO LLC.
34. “Asbestos Books” means all of the books and records of ASARCO and Reorganized ASARCO, wherever located, to the extent that such books and records relate to the Section 524(g) Trust Assets, Asbestos Insurance Policies including all historical information relating to such Asbestos Insurance Policies or the settlement of any such Asbestos Insurance Policies, or any Asbestos Personal Injury Claims, including all historical information relating to Asbestos Personal Injury Claims or the settlement of any such claims.
35. “Asbestos Claimants’ Committee” means the Official Committee of Asbestos Claimants appointed by the U.S. Trustee in the Reorganization Cases pursuant to section 1102 of the Bankruptcy Code and the August 26, 2008 order entered by the Bankruptcy Court.
36. “Asbestos In-Place Insurance Coverage” means any insurance coverage, not reduced to Cash proceeds, that is available as of the Effective Date in connection with asbestos-related Claims, remedies, Liabilities and Demands, including Section 524(g) Trust Expenses, under any Asbestos Insurance Policy as a result of or in accordance with an Asbestos Insurance Settlement Agreement or a prepetition settlement agreement with an Asbestos Insurance Company.
37. “Asbestos Insurance Action” means (a) any Avoidance Action against any Asbestos Insurance Company; (b) any claim, cause of action, or right of the Debtors or Reorganized ASARCO against any Asbestos Insurance Company concerning insurance coverage for asbestos-related Claims, remedies, Liabilities and Demands and/or enforcement of prepetition settlement agreements and/or extracontractual or statutory remedies and relief, including but not limited to litigation, arbitration, mediation and informal negotiations, whether past, pending or not yet initiated; and (c) any claim, cause of action, or right of the Debtors or Reorganized ASARCO to pursue insurance recovery

127. “Derivative Asbestos Claims” means Asbestos Personal Injury Claims against the Asbestos Subsidiary Debtors for which ASARCO is alleged to be liable under any of the various Alter Ego Theories.
128. “Derivative D&O Litigation” means the claims and causes of action of the Debtors asserted derivatively by the ASARCO Committee in Adversary No. 07-02077, pending in the Bankruptcy Court.
129. “Designated Properties” or “Designated Sites” means each parcel of real property generally identified on **Parent’s Plan Exhibit 18**, under the heading Designated Site.
130. “DIP Agent” means The CIT Group/Business Credit, Inc., the Entity that provided the DIP Facility to ASARCO.
131. “DIP Facility” means the debtor-in-possession credit facility provided by the DIP Agent to ASARCO.
132. “Discharge Injunction” means the permanent injunction set forth in Article 11.2 of the Debtors’ Plan or Article 12.2 of the Parent’s Plan, as applicable.
133. “Disclosure Order” means the order entered by the Bankruptcy Court on July 2, 2009, approving the Disclosure Statement, a copy of which is attached as **DS Exhibit C**.
134. “Disclosure Statement” means the Joint Disclosure Statement in support of the Debtors’ Plan, the Parent’s Plan and the Harbinger Plan approved by the Bankruptcy Court, as such Disclosure Statement may be further amended, supplemented, or modified from time to time.
135. “Disputed Claim” means a Claim that is not an Allowed Claim, including a Claim that is, in whole or in part: (a) listed on the Schedules as, or proof of which is filed as, unliquidated, disputed or contingent; (b) as to which a Proof of Claim designating such Claim as liquidated in amount and not contingent was not timely and properly filed; (c) as to which the Debtors, Reorganized ASARCO, the Parent’s Plan Administrator, the Section 524(g) Trustees, or other party in interest has filed a timely objection or request for estimation in accordance with the Bankruptcy Code and Bankruptcy Rules; or (d) otherwise disputed by the Debtors, Reorganized ASARCO, the Parent’s Plan Administrator, the Section 524(g) Trustees, or other party in interest in accordance with Applicable Law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order.
136. “Disputed Claims Reserve” means a reserve for any distributions to be set aside by the Parent’s Plan Administrator pursuant to Article 13.8 of the Debtors’ Plan or Article 14.9 of the Parent’s Plan, as applicable, on account of Disputed Claims.
137. “Distributable Cash” means unrestricted Cash on hand with ASARCO on the Effective Date, plus interest earned thereon, if any, minus the Working Capital Reserve.

138. ~~“Distribution Deficiency” means, with respect to the Parent’s Plan, an amount, if any, by which the ultimately determined aggregate Allowed Amount of all Claims plus Post-Petition Interest and any other amounts payable under the Parent’s Plan exceeds the aggregate amount of funds available to the Plan Administrator under the Parent’s Plan for distribution to the holders of Allowed Claims.~~
139. ~~138.~~ “Distribution Record Date” means the close of business on the Confirmation Date.
140. ~~139.~~ “District Court” means the United States District Court for the Southern District of Texas.
141. ~~140.~~ “DOJ” means the United States Department of Justice, Environment & Natural Resources Division.
142. ~~141.~~ “DTC” means the Depository Trust Company.
143. ~~142.~~ “East Helena Soils Settlement Agreement” means the Settlement Agreement Regarding Response Costs at the East Helena Superfund Site referenced in the motion for approval thereof filed on September 19, 2008 [Docket No. 9231] and approved by order entered on February 6, 2009 [Docket No. 10392].
144. ~~143.~~ “Effective Date” means, and shall occur on, the first Business Day upon which all of the conditions to occurrence of the Effective Date contained in Article 9.1 of the Parent’s Plan have been satisfied, or waived pursuant to Article 9.2 of the Parent’s Plan.
145. ~~144.~~ “El Paso Paving SEP Claim” means the City of El Paso’s claim related to the paving supplemental environmental project.
146. ~~145.~~ “El Paso Stipulation” means the Stipulation Relating to Proofs of Claim for El Paso County Metals Survey Site and Dona Ana Metal Site and Modification of Case Management Order referenced in the motion for approval thereof filed on September 12, 2007 [Docket No. 5775], and approved by the Bankruptcy Court by orders entered on October 5, 2007 [Docket No. 6019] and on December 4, 2007 [Docket No. 6434].
147. ~~146.~~ “ELT/ES” means ELT Houston, LLC and EnergySolutions, LLC.
148. ~~147.~~ “Employee Benefit Plan” means each “employee pension benefit plan” (as defined in section 3(2) of ERISA), “employee welfare benefit plan” (as defined in section 3(1) of ERISA), stock option, stock purchase, stock appreciation right, incentive, deferred compensation plan or arrangement, and other employee fringe benefit plan or arrangement maintained, contributed to or required to be maintained or contributed to by any of the Debtors or with respect to which any of the Debtors has any obligation or liability.
149. ~~148.~~ “Entity” has the meaning assigned to such term by section 101(15) of the Bankruptcy Code.

150. ~~149.~~ “Environmental 9019 Motion” means the Debtors’ Motion under Bankruptcy Rule 9019 for Order Approving Settlement of Environmental Claims, filed on March 12, 2009 [Docket No. 10534].
151. ~~150.~~ “Environmental Agencies” means Governmental Units whose responsibilities include enforcement and oversight of Environmental Law.
152. ~~151.~~ “Environmental Custodial Trusts” means the custodial trusts to be established pursuant to the various Environmental Custodial Trust Agreements with respect to the Designated Properties.
153. ~~152.~~ “Environmental Custodial Trust Accounts” means the Custodial Trust Environmental Cost Accounts and the Custodial Trust Administrative Accounts.
154. ~~153.~~ “Environmental Custodial Trust Administration Funding” means, with respect to each Environmental Custodial Trust, Cash that shall be disbursed to each such trust to fund administration costs and expenses of such trust, as listed on **Parent’s Plan Exhibit 18.**
155. ~~154.~~ “Environmental Custodial Trust Agreements” means the agreements governing the operation of the Environmental Custodial Trusts, as well as any other ancillary agreements or related documents.
156. ~~155.~~ “Environmental Custodial Trust Assets” means, with respect to each Environmental Custodial Trust (a) the Designated Elected Properties and related contracts, fixtures, and personalty transferred to such Environmental Custodial Trust, (b) the Environmental Custodial Trust Administration Funding, and (c) the Environmental Custodial Trust Funding.
157. ~~156.~~ “Environmental Custodial Trust Claims” means Claims asserting civil liabilities arising under Environmental Law with respect to the Designated Properties and/or Designated Elected Properties.
158. ~~157.~~ “Environmental Custodial Trust Documents” means the Environmental Custodial Trust Agreements and the other agreements, instruments, and documents governing the establishment, administration, and operation of the Environmental Custodial Trusts, as they may be amended or modified from time to time in accordance with the terms of such documents.
159. ~~158.~~ “Environmental Custodial Trust Funding” means, with respect to each Environmental Custodial Trust, Cash that shall be disbursed to each such Trust to fund remediation and restoration of, and other environmental costs related to, the Designated Properties, as listed on **Parent’s Plan Exhibit 18.**
160. ~~159.~~ “Environmental Custodial Trust Settlement Agreements” means the settlement agreements with the EPA or other Environmental Agencies relating to the Designated Properties.

- 161. ~~160.~~ “Environmental Custodial Trust Sites” means the Designated Properties.
- 162. ~~161.~~ “Environmental Custodial Trustees” means the Entities appointed as Environmental Custodial Trustees under the various Environmental Custodial Trust Agreements and any successors thereto chosen in accordance with such Environmental Custodial Trust Agreements.
- 163. ~~162.~~ “Environmental Law” means any Law pertaining to health, industrial hygiene, public safety, occupational safety, mining, mine reclamation, natural or cultural resources, fish, wildlife or other protected species or the environment, including without limitation, CERCLA; RCRA; the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*); the Clean Water Act (33 U.S.C. § 1251, *et seq.*); the Oil Pollution Act of 1990 (33 U.S.C. § 2701, *et seq.*); the Clean Air Act (42 U.S.C. § 7401, *et seq.*); the Atomic Energy Act (42 U.S.C. § 2011, *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. § 5101, *et seq.*); the Emergency Planning and Community Right-To-Know Act (42 U.S.C. 11001, *et seq.*); the Endangered Species Act of 1973 (16 U.S.C. §1531, *et seq.*); the Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701, *et seq.*); the Lead-Based Paint Exposure Reduction Act (15 U.S.C. § 2681, *et seq.*); the Safe Water Drinking Act Amendments of 1996 (42 U.S.C. § 300); the National Historic Preservation Act of 1966; the Mine Safety and Health Act (30 U.S.C. 801, *et seq.*); the Surface Mining Control and Reclamation Act (30 U.S.C. 1201, *et seq.*) and state and local counterparts of each of the foregoing.
- 164. ~~163.~~ “Environmental Reinstated Claims” means, with respect to the Parent’s Plan, Claims asserting civil liabilities arising under Environmental Law with respect to the Real Property.
- 165. ~~164.~~ “Environmental Trust Claims” has the same meaning as Environmental Custodial Trust Claims.
- 166. ~~165.~~ “Environmental Unsecured Claims” means, with respect to the Parent’s Plan, all Claims asserting civil liabilities arising under Environmental Law other than Environmental Trust Claims or Environmental Reinstated Claims.
- 167. ~~166.~~ “EPA” means the United States Environmental Protection Agency.
- 168. ~~167.~~ “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- 169. ~~168.~~ “Escrow Agreement” means that certain Amended and Restated Escrow Agreement attached to the Disclosure Statement Supplement as **DS Exhibit S**, as the same is amended pursuant to **Parent’s Plan Exhibit ~~26-25~~**.
- 170. ~~169.~~ “Estate” means a bankruptcy estate created for each of the Debtors pursuant to section 541 of the Bankruptcy Code on its Petition Date.

171. ~~170.~~ “Examiner” means Michael Denis Warner in his capacity as examiner of the Debtors.
172. ~~171.~~ “Exchange Act” means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.
173. ~~172.~~ “Excluded Assets” means those assets which are not required for Reorganized ASARCO’s ongoing business and which are designated as such on an exhibit filed with the Bankruptcy Court no later than 10 days prior to the commencement of the Confirmation Hearing.
174. ~~173.~~ “FCR” or “Future Claims Representative” means Judge Robert C. Pate, whom the Bankruptcy Court appointed as the legal representative for future asbestos-related claimants in the Asbestos Subsidiary Cases to represent pursuant to section 524(g) of the Bankruptcy Code any and all Persons that may assert Demands against any of the Debtors but have not presently done so, and who shall continue to serve after the Effective Date on behalf of holders of Demands and, if the Parent’s Plan is accepted by at least 75% in number of the Holders of Class 4 Claims actually voting and the Section 524(g) Treatment is accepted by the FCR, shall exercise the rights, duties and responsibilities set forth in the Section 524(g) Trust Documents.
175. ~~174.~~ “Federal Rules” means the Federal Rules of Civil Procedure, as in effect on the Petition Date, together with all amendments and modifications thereto subsequently made applicable to the Reorganization Cases.
176. ~~175.~~ “FFIC” means Fireman’s Fund Insurance Company.
177. ~~176.~~ “Final Order” means an order of a court: (a) as to which the time to appeal, petition for writ of certiorari, or otherwise seek appellate review or to move for reargument, rehearing, or reconsideration has expired and as to which no appeal, petition for writ of certiorari, or other appellate review, or proceedings for reargument, rehearing, or reconsideration shall then be pending; or (b) as to which any right to appeal, petition for certiorari, or move for reargument, rehearing, or reconsideration shall have been waived in writing by the party with such right; or (c) in the event that an appeal, writ of certiorari, or other appellate review or reargument, rehearing, or reconsideration thereof has been sought, which shall have been affirmed by the highest court to which such order was appealed, from which writ of certiorari or other appellate review or reargument, rehearing, or reconsideration was sought, and as to which the time to take any further appeal, to petition for writ of certiorari, to otherwise seek appellate review, and to move for reargument, rehearing, or reconsideration shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or under section 1144 of the Bankruptcy Code, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.
178. ~~177.~~ “First L/C” has the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the letter of credit issued in favor of ASARCO

by ABN AMRO Bank N.V., Chicago in the amount of \$50 million, pursuant to section 4.2(a) of the New Plan Sponsor PSA.

- 179. ~~178.~~ “Flow Through Bonds” means the surety bonds numbered 403998, 394729, 133771, 142706, and 403855 issued by Seaboard on behalf of ASARCO, as principal, to bond ASARCO’s obligations to various Entities.
- 180. ~~179.~~ “Forfeited Distributions” means funds in the Undeliverable and Unclaimed Distribution Reserve that remain unclaimed or otherwise undeliverable to the Claimant entitled thereto.
- 181. ~~180.~~ “General Unsecured Claim” means an Unsecured Claim that is not an Asbestos Personal Injury Claim, an Environmental Trust Claim, an Environmental Reinstated Claim, a Late-Filed Claim, or a Subordinated Claim. For the avoidance of doubt, under the Parent’s Plan, General Unsecured Claims include, without limitation, Bondholder Claims, Environmental Unsecured Claims, Toxic Tort Claims, and PRP-Only Environmental Claims.
- 182. ~~181.~~ “Glencore” means Glencore Ltd. and its partners.
- 183. ~~182.~~ “Glencore Acquisition Co.” means the newly created acquisition entity that Glencore proposed to create to acquire ASARCO’s operating assets under the revised Non-Binding Indicative Offer Termsheet for ASARCO’s Operating Assets.
- 184. ~~183.~~ “Glossary” means this ~~Uniform Glossary of Defined Terms~~, as such Glossary may be further amended, supplemented, or modified from time to time.
- 185. ~~184.~~ “Governmental Authority” means any Entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, foreign or domestic, including any governmental authority, agency, department, board, commission or instrumentality of the United States or other country, any state, province, tribal authority or any political subdivision of any of the foregoing, and any tribunal, court, arbitrator(s) or other private adjudicator whose decisions are binding of competent jurisdiction, and shall include the Bankruptcy Court.
- 186. ~~185.~~ “Governmental Environmental Claimants” means the Governmental Authorities that hold environmental Claims relating to the sites listed in **Parent’s Plan Exhibit 19**.
- 187. ~~186.~~ “Governmental Unit” has the meaning assigned to such term by section 101(27) of the Bankruptcy Code.
- 188. ~~187.~~ “Grupo México” means Grupo México S.A.B. de C.V., ASARCO’s ultimate parent company.
- 189. ~~188.~~ “Harbinger Plan” means the Chapter 11 Plan Filed by Harbinger Capital Partners Master Fund I, Ltd.

190. ~~189.~~ “Hayden Past Cost Settlement Agreement” means the Settlement Agreement Regarding the ASARCO Hayden Plant Site by and among the EPA and ASARCO, which resolves the United States’ Claims for past response costs incurred at the Hayden smelter and associated facilities on or before May 27, 2008.
191. ~~190.~~ “Hayden Settlement Agreement” means the Administrative Settlement Agreement and Order on Consent for Removal Action, U.S. EPA Region IX, CERCLA Docket No. 2008-09, and the Administrative Settlement Agreement and Order on Consent for Removal Action, U.S. EPA Region IX, CERCLA Docket No. 2008-13, by and among the EPA, the ADEQ, and ASARCO.
192. ~~191.~~ “Hazardous Materials” means any substance, material, pollutant, contaminant, waste, or special waste, whether solid, liquid or gaseous, that is infectious, toxic, hazardous, explosive, corrosive, flammable or radioactive or which is defined, designated, listed, regulated or included in any Environmental Law, including, but not limited to, asbestos or asbestos-containing material, petroleum or petroleum additive substances, polychlorinated biphenyls or sewage.
193. ~~192.~~ “Hourly Plan” means the Retirement Income Plan for Hourly-Rated Employees of ASARCO LLC.
194. ~~193.~~ “Hourly and Salaried Plans” means the Hourly Plan and the Salaried Plan.
195. ~~194.~~ “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.
196. ~~195.~~ “Impaired” means, when used with reference to a Claim or Interest (or Class of Claims or Interests), a Claim or Interest (or Class of Claims or Interests) that is impaired within the meaning of section 1124 of the Bankruptcy Code.
197. ~~196.~~ “Indenture Trustee” means each of Wilmington Trust Company, Deutsche Bank Trust Company Americas, and Wells Fargo Bank, National Association, each in their respective capacity as a trustee under the Indentures.
198. ~~197.~~ “Indenture Trustee Fee Claim” means, individually and collectively, any claim against the Debtors for any compensation, disbursements, fees, expenses, and indemnification pursuant to an Indenture, including any claim under such Indenture for the reasonable fees and expenses of an Indenture Trustee, its counsel, and any other professionals of the Indenture Trustee payable thereunder, any unpaid prepetition fees and costs of the Indenture Trustee (including its counsel and other professionals) payable thereunder, and any claim for unpaid fees and expenses of any predecessor Indenture Trustee payable thereunder.
199. ~~198.~~ “Indentures” means, collectively, the (a) Indenture, dated as of October 1, 1994, as supplemented by the First Supplemental Indenture, dated as of February 16, 2005, by and between ASARCO LLC, successor to ASARCO Incorporated, as issuer, JPMorgan Chase Bank (formerly known as Chemical Bank), as Indenture Trustee, pursuant to which ASARCO LLC issued its 8.5% Corporate Debentures Due 2025; (b) Indenture

dated as of October 1, 1998 between Lewis and Clark County, Montana and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company) pursuant to which Lewis and Clark County, Montana issued the Lewis and Clark County, Montana Environmental Facilities Revenue Bonds (ASARCO Incorporated Project) Series 1998 due 2033; (c) Indenture dated as of January 1, 1998 between Lewis and Clark County, Montana and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company) pursuant to which Lewis and Clark County, Montana issued the Lewis and Clark County, Montana Environmental Revenue Refunding Bonds (ASARCO Incorporated Project) Series 1998 due 2027; (d) Indenture dated as of October 1, 1998 between Nueces River Authority and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company) pursuant to which Nueces River Authority issued the Nueces River Authority Environmental Revenue Refunding Bonds (ASARCO Incorporated Project) Series 1998A due 2018; (e) Indenture dated as of January 1, 1998 between Nueces River Authority and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company) pursuant to which Nueces River Authority issued the Nueces River Authority Environmental Revenue Refunding Bonds (ASARCO Incorporated Project) Series 1998 due 2027; (f) Indenture dated as of January 1, 1998 between The Industrial Development Authority of the County of Gila, Arizona and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company) pursuant to which The Industrial Development Authority of the County of Gila, Arizona issued The Industrial Development Authority of the County of Gila, Arizona Environmental Revenue Refunding Bonds (ASARCO Incorporated Project) Series 1998 due 2027; and (g) Indenture dated as of February 1, 1993 by and between ASARCO LLC, successor to ASARCO Incorporated, as Issuer and Bankers Trust Company, as Trustee, pursuant to which ASARCO LLC issued its 7.5% Debentures due 2013.

- 200. ~~199.~~ “Initial Administrative Claims Bar Date” means September 19, 2008, the date established by the Bankruptcy Court for filing Administrative Claims that arise after the Petition Date but prior to the Subsequent Administrative Claims Bar Date.
- 201. ~~200.~~ “Initial Distribution Date” means the date on which the Parent’s Plan Administrator makes the Initial Distributions under the Plan, which shall be the Effective Date.
- 202. ~~201.~~ “Initial Distributions” means the distributions to be made by the Parent’s Plan Administrator, including those to holders of Allowed Claims and to the Trusts, on the Initial Distribution Date.
- 203. ~~202.~~ “Injunctions” means any Discharge Injunction, Permanent Channeling Injunction, and/or Asbestos Insurance Company Injunction issued by the Bankruptcy Court and/or the District Court in the Reorganization Cases.
- 204. ~~203.~~ “Insurance Neutrality Order” means the Bankruptcy Court’s May 29, 2008 Order Extending Scope of Insurance Neutrality Addendum Attached to Order Approving Compromise and Settlement Regarding Resolution of Derivative Asbestos Claims.

- 205. ~~204.~~ “Intercompany Claims” means any Claims held by one Debtor, CBRI, or Silver Bell against another Debtor, CBRI, or Silver Bell.
- 206. ~~205.~~ “Interest” means the rights of the holders of the equity securities of any of the Debtors and the rights of any Entity to purchase or demand the issuance of any equity security of such Debtor, including (a) redemption, conversion, exchange, voting, participation, and dividend rights, (b) liquidation preferences, and (c) stock options and warrants.
- 207. ~~206.~~ “Interior” means the United States Department of the Interior.
- 208. ~~207.~~ “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.
- 209. ~~208.~~ “Investment Company Act” means the Investment Company Act of 1940, as amended, together with the rules and regulations promulgated thereunder.
- 210. ~~209.~~ “IRS” means the Internal Revenue Service.
- 211. ~~210.~~ “LAQ” means Lac d’Amiante du Québec Ltée., a Delaware corporation and one of the Asbestos Subsidiary Debtors.
- 212. ~~211.~~ “Late-Filed Claims” means those Unsecured Claims evidenced by Proofs of Claim filed after the applicable Bar Date but on or prior to the Voting Record Date. “Late-Filed Claims” do not include Asbestos Personal Injury Claims (or Demands) that are filed after the applicable Bar Date.
- 213. ~~212.~~ “Law” means any federal, tribal, state or local or provincial law (including common law), statute, code, ordinance, rule, regulation, executive order, Final Order, administrative or judicial decision, judgment or decree or other requirement enacted, promulgated, issued or entered by a Governmental Authority.
- 214. ~~213.~~ “Legal Proceeding” means any action, claim, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority of any nature, civil, criminal, regulatory or otherwise, in law or in equity.
- 215. ~~214.~~ “Liabilities” means any and all debts, losses, liabilities, claims (including Claims), damages, Demands, expenses, fines, costs, royalties, proceedings, deficiencies or obligations (including those arising out of any Legal Proceeding, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due, and whether or not resulting from third-party claims, and any reasonable out-of-pocket costs and expenses (including reasonable legal counsels’, accountants’, or other fees and expenses incurred in defending any Legal Proceeding or in investigating any of the same or in asserting any rights hereunder).
- 216. ~~215.~~ “LIBOR” means London interbank offered rate of interest.

- 217. ~~216.~~ “Lien” means, with respect to any asset or property, any mortgage, lien, deed of trust, pledge, charge, security interest, encumbrance, attachment, levy or other security device of any kind pertaining to, or affecting such asset or property.
- 218. ~~217.~~ “Limited Liability Company Agreement” means the Amended and Restated Limited Liability Company Agreement of ASARCO LLC, approved by the Bankruptcy Court on December 15, 2005, as may be subsequently amended, modified, or supplemented.
- 219. ~~218.~~ “Liquidation Analysis” means the Debtors’ liquidation analysis attached as **DS Exhibit E.**
- 220. ~~219.~~ “LLC Agreement” means the Amended and Restated Limited Liability Company Agreement of ASARCO LLC, approved by the Bankruptcy Court on December 15, 2005, as may be subsequently amended, modified, or supplemented.
- 221. ~~220.~~ “LMI Agreement” means the Confidential Settlement Agreement and Release dated July 13, 2006, by and between ASARCO and certain Participating LMI.
- 222. ~~221.~~ “Madera Property” means the real property owned by ASARCO in Madera Canyon, Santa Cruz County, Arizona.
- 223. ~~222.~~ “Majority Bondholders” means Harbinger Capital Partners Master Fund I, Ltd. and Citigroup Global Markets, Inc.
- 224. ~~223.~~ “Master Ballot” means the Ballot prepared for submission by an attorney on behalf of Unsecured Asbestos Personal Injury Claimants, or by a Nominee on behalf of Bondholder.
- 225. ~~224.~~ “MDEQ” means the State of Montana ex rel. the Montana Department of Environmental Quality.
- 226. ~~225.~~ “Miscellaneous Parent’s Plan Administration Accounts” means, with respect to the Parent’s Plan, the Disputed Claims Reserve and the Undeliverable and Unclaimed Distribution Reserve, and such other general accounts as the Parent’s Plan Administrator deems necessary and appropriate.
- 227. ~~226.~~ “Miscellaneous Sites Settlement Agreements” has the meaning ascribed to it in the Environmental 9019 Motion.
- 228. ~~227.~~ “Mission Mine Leases” means the two mining leases and 21 business leases between ASARCO’s predecessor in interest and the Secretary of the Interior, relating to the Mission Mine.
- 229. ~~228.~~ “Mission Mine Settlement Agreement” means the settlement agreement among ASARCO, the Nation, the San Xavier District, the San Xavier Allottees Association, and the United States, as amended, attached to the Debtors’ Plan as **Parent’s Plan Exhibit 22.**

230. ~~229.~~ “Missouri Guaranty Corporation” means the Missouri Private Sector Individual Self-Insurers Guaranty Corporation.
231. ~~230.~~ “Mitsui” means Mitsui & Co. (U.S.A.), Inc., a New York corporation.
232. ~~231.~~ “Montana DLI” means the Montana Department of Labor and Industry’s Division of Employee Relations.
233. ~~232.~~ “Montana Guaranty Fund” means the Montana Self-Insurers Guaranty Fund.
234. ~~233.~~ “MR Partnership” means Montana Resources general partnership, a Montana-based, mining-operations partnership in which ASARCO and MRI were partners.
235. ~~234.~~ “MRI” means Montana Resources, Inc.
236. ~~235.~~ “MRI Litigation” means the claims and causes of action of the Debtors asserted in Adversary No. 07-02024, pending in the Bankruptcy Court.
237. ~~236.~~ “Nation” means the Tohono O’odham Nation.
238. ~~237.~~ “New CBA” means the CBA entered into in January of 2007.
239. ~~238.~~ “New Plan Sponsor PSA” means, with respect to the Debtor’s Plan, the Settlement and Purchase and Sale Agreement dated as of March 6, 2009, among ASARCO, ARSB, CBRI, Santa Cruz, the Debtors’ Plan Sponsor, and the Guarantor, attached as **DS Exhibit M**.
240. ~~239.~~ “Nominee” means any broker, dealer, commercial bank, trust company, savings and loan, financial institution, or other party in whose names the Bonds are registered or held of record on behalf of the holder of the beneficial interest therein.
241. ~~240.~~ “Non-Debtor Sellers” means ARSB, CBRI, and Santa Cruz.
242. ~~241.~~ “Original Plan Sponsor PSA” means the Purchase and Sale Agreement dated as of May 30, 2008, among ASARCO, ARSB, CBRI, Santa Cruz, the Debtors’ Plan Sponsor, and the Guarantor.
243. ~~242.~~ “Other Subsidiary Debtors” means the Subsidiary Debtors other than the Asbestos Subsidiary Debtors.
244. ~~243.~~ “Owned Strategic Properties” means, with respect to the Parent’s Plan, the real property listed in **Parent’s Plan Exhibit 15** ~~to the Parent’s Plan.~~ 15.
245. ~~244.~~ “Paid in Full” or “Payment in Full” means, with respect to the Parent’s Plan, paid in Cash the Allowed Amount of the ~~holder’s~~ Claim and Post-Petition Interest.
246. ~~245.~~ “Parent” means ASARCO Incorporated and AMC.

247. ~~246.~~ “Parent Contribution” means Cash and/or an Acceptable Letter of Credit provided by the Parent in the aggregate amount of \$2.2051 billion.
- ~~247. “Parent’s Glossary” means this glossary.~~
248. “Parent’s Plan” means ASARCO Incorporated and Americas Mining Corporation’s Seventh Amended Plan of Reorganization for the Debtors Under Chapter 11 of the United States Bankruptcy Code, and all exhibits attached thereto or referenced therein, as the same may be amended, modified, or supplemented.
249. “Parent’s Plan Administration Account” means the bank account(s) that the Parent’s Plan Administrator shall establish and which shall contain funds sufficient to pay the Parent’s Plan Administrator’s estimated compensation and expenses and the costs of administration of the Parent’s Plan. The Parent’s Plan Administration Account is in addition to any general accounts established by the Parent’s Plan Administrator and the Miscellaneous Parent’s Plan Administration Accounts.
250. “Parent’s Plan Administration Agreement” means the form of agreement with the Parent’s Plan Administrator, effective as of the Effective Date, substantially in the form ~~attached as of~~ **Parent’s Plan Exhibit 4 to the Parent’s Plan, 4**, as it may be modified from time to time in accordance with the terms thereof.
251. “Parent’s Plan Administrator” or “Plan Administrator” means the Entity that shall make distributions under the Parent’s Plan to Claimants (other than the Asbestos Personal Injury Claimants), handle any objections to such Claimants’ Claims, and perform the other work assigned to such Entity by the Parent’s Plan, the Parent’s Plan Administration Agreement, or the Confirmation Order.
252. “Parent’s Plan Documents” means the Parent’s Plan, the Disclosure Statement, and all documents, attachments, and exhibits attached to the Parent’s Plan or the Disclosure Statement that aid in effectuating the Parent’s Plan, including, without limitation, the Section 524(g) Trust Documents, as the same may be amended, modified, or supplemented, in accordance with their terms.
253. “Parent Pledge Agreement” means a pledge and security agreement, substantially in the form ~~attached as of~~ **Parent’s Plan Exhibit 14 to the Parent’s Plan, 14**, delivered to the Section 524(g) Trust by ASARCO USA Incorporated to secure Reorganized ASARCO’s performance under the ASARCO Note.
254. “Participating LMI” means the Participating London Market Companies that are parties to the LMI Agreement.
255. “PBGC” means the Pension Benefit Guaranty Corporation.
256. “Pension Plan” means each Employee Benefit Plan that is an “employee pension benefit plan” within the meaning of section 3(2) of ERISA, and is a “defined benefit plan” as defined in section 3(35) of ERISA.

282. “Reinstated” or “Reinstatement” means leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder thereof so as to leave the Claim unimpaired in accordance with section 1124 of the Bankruptcy Code.
283. “Release” means disposing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping, placing and the like into or upon any land or water or air or otherwise entering into the environment.
284. “Released Litigation” means, with respect to the Parent’s Plan, all causes of actions or suits identified on Parent’s Plan Exhibit 2 ~~to the Parent’s Plan, 2~~, which shall be released as settled on the Effective Date.
285. “Remedial Action” means all action to (a) investigate, clean up, remove, treat or handle in any other way Hazardous Materials in the environment; (b) restore or reclaim the environment or natural resources; (c) prevent the Release of Hazardous Materials so that they do not migrate, endanger or threaten to endanger public health or the environment; or (d) perform remedial investigations, feasibility studies, corrective actions, closures and post-remedial or post-closure studies, investigations, operations, maintenance and monitoring on, about or in any Real Property.
286. “Reorganization Cases” means the proceedings before the Bankruptcy Court leading to the Confirmation of the Parent’s Plan under chapter 11 of the Bankruptcy Code.
287. “Reorganized ASARCO” means ASARCO and/or any of its successors, successors-in-interest, and assigns (by merger, assignment of assets, consolidation, operation of law, or otherwise, including any Entity or Entities designated as successor or successor-in-interest in the Confirmation Order), on or after the Effective Date.
288. “Reports” means the detailed reports concerning Asbestos Claims (as such term is defined in the LMI Agreement) in the form and manner required by the LMI Agreement.
289. “Request For Election” means the form or forms to be distributed to the FCR on which to indicate its election with respect to the Section 524(g) Treatment.
290. “Residual Environmental Claims” means those Claims of the United States and the States of Washington and Nebraska asserting civil liabilities addressed by the Residual Environmental Settlement Agreement.
291. “Residual Environmental Settlement Agreement” means the settlement agreement between ASARCO and holders of Residual Environmental Claims.
292. “Residual Environmental Settlement Sites” means the state and federal sites relating to the Residual Environmental Claims.
293. “Residual Superfund” has the meaning ascribed to it in the Environmental 9019 Motion.