

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 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-enterprise, corporate trust funds, breach of fiduciary duty or conspiracy, theories that a

Debtor was the mere instrumentality, agent, or alter ego of another Debtor, or that the corporate veil should be pierced, or that as a result of domination and control over any of the Debtors, directly or indirectly, another Debtor should be liable for Asbestos Personal Injury Claims and Demands or any other Claims and Demands that have origins in acts or omissions of any of the other Debtors, or any other theories of direct or indirect liability for the conduct of, Claims against, or Demands on, any of the other Debtors to the extent that such alleged liability arises by reason of any of the other circumstances enumerated in section 524(g)(4)(A)(ii) of the Bankruptcy Code.

13. “AMC” means Americas Mining Corporation, ASARCO’s indirect parent company.
14. “APA” 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.
15. “Applicable Law” means, with respect to any Person, any Law applicable to such Person or its business, properties or assets.
16. “AR Sacaton” means AR Sacaton, LLC, a Delaware limited liability company.
17. “Arizona NRD Settlement Agreement” means the Settlement Agreement Regarding Natural Resource Damage Claims for Mineral Creek, the Gila River, and the San Pedro River, Arizona, by and among the United States, the State of Arizona, and ASARCO, which resolves all Claims against ASARCO related to natural resource damages for the sites addressed therein, referenced in the motion for approval thereof filed on March 30, 2009 [Docket No. 10657] and approved by order entered on April 23, 2009 [Docket No. 10949].
18. “ARSB” means AR Silver Bell, Inc., a Delaware corporation.
19. “ASARCO” means ASARCO LLC.
20. “ASARCO Committee” means the Official Committee of Unsecured Creditors appointed by the United States Trustee in ASARCO’s bankruptcy case pursuant to section 1102 of the Bankruptcy Code.
21. “ASARCO Deed of Trust” means, with respect to the Parent’s Plan, collectively, the deeds of trust, substantially in the form attached as **Parent’s Plan Exhibit 13** to the Parent’s Plan, delivered to the Section 524(g) Trust to secure Reorganized ASARCO’s performance under the ASARCO Note.
22. “ASARCO Incorporated” or “ASARCO Inc.” means the Delaware corporation that owns 100% of the equity interests in ASARCO USA Incorporated.
23. “ASARCO LLC” means a Delaware limited liability company and one of the Debtors herein.
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, 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 through available administrative or other means from Asbestos Insurance Companies that

are insolvent, or have been liquidated, or are otherwise subject to statutory or legal protections against litigation.

38. “Asbestos Insurance Company” means any insurance company, reinsurance company, syndicate, insurance broker, syndicate insurance broker, guaranty association, or any other Entity with demonstrated or potential liability to the Debtors or Reorganized ASARCO for coverage under an Asbestos Insurance Policy arising from or related to asbestos-related Claims, remedies, Liabilities and Demands, including but not limited to any such Entity that entered into a prepetition settlement agreement with the Debtors that is currently the subject of an Avoidance Action.
39. “Asbestos Insurance Company Injunction” means the injunction set forth in Article 11.3(b) of the Parent’s Plan in favor of the Settling Asbestos Insurance Companies.
40. “Asbestos Insurance Policy” means any insurance policy that provides or may provide coverage for claims arising from or related to asbestos-related Claims, remedies, Liabilities and Demands, whether products or premises, and that are or may become available to provide such coverage as a result of the resolution of any Avoidance Actions against any Asbestos Insurance Company.
41. “Asbestos Insurance Recovery” means (a) the right to pursue and receive the benefits and/or proceeds of Asbestos In-Place Insurance Coverage, including but not limited to the benefits and/or proceeds from certain Asbestos Insurance Policies that are subject to prepetition settlement agreements regarding Asbestos Premises Liability Claims; (b) the right to pursue and receive the benefits and/or proceeds of any Asbestos Insurance Policy or Asbestos Insurance Settlement Agreement; (c) the right to pursue and receive recovery from or as a result of any Asbestos Insurance Action, including but not limited to consequential, contractual, extracontractual and/or statutory damages, or other proceeds, distributions, awards or benefits; and (d) the right to pursue and receive any other recovery.
42. “Asbestos Insurance Settlement Agreement” means ~~that certain Settlement Agreement approved by the Bankruptcy Court’s Order Granting Debtor’s Motion To Approve Settlement Agreement and Related Relief, entered September 14, 2006.~~ any post-petition settlement agreement, set forth in Parent’s Plan Exhibit 27, with a Settling Asbestos Insurance Company as such exhibit may be amended or supplemented from time to time as permitted under the Plan
43. “Asbestos Personal Injury Claim” means any Claim, remedy or Liability against any of the Debtors, including all related claims, debts, obligations or Liabilities, whenever and wherever arising or asserted, whether under a direct or indirect theory of liability, whether domestic or foreign, whether now existing or hereafter arising, whether or not such Claim, remedy or Liability is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, bonded, secured or unsecured, whether or not the facts or legal bases therefor are known or unknown, whether or not known, unknown or knowable before Confirmation of the Parent’s Plan or the close of the Reorganization Cases, whether based on premises or products liability, alleging,

arising out of, or in any way relating to physical, emotional, economic, or any other damage or injury for which any of the Debtors is alleged to be liable, whether direct or indirect and whether alleged or asserted against such Debtor directly or on account of any Alter Ego Theory, arising out of or in any way relating to asbestos or any products or materials containing asbestos. Asbestos Personal Injury Claims include all such Claims, remedies, and Liabilities whether in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation, joint and several liability, reimbursement, or any other theory of law, equity, admiralty or otherwise, whether seeking compensatory, special, economic and non-economic, punitive, exemplary, administrative, proximate, or any other costs or damages; or whether seeking any legal, equitable, or other relief of any kind whatsoever, whether under common law or by statute including workers' compensation Claims brought directly or indirectly by a past or present employee of any of the Debtors under an applicable workers' compensation statute against such Debtor.

44. "Asbestos Personal Injury Claimant" means the holder of an Asbestos Personal Injury Claim.
45. "Asbestos Premises Liability Claims and Demands" means any and all Asbestos Personal Injury Claims and Demands against any of the Debtors that are identified as premises claims under the terms and conditions of the Asbestos Insurance Policies, specifically including such policies that are subject to prepetition settlement agreements for premises claims.
46. "Asbestos Representatives" means the Asbestos Claimants' Committee and the FCR.
47. "Asbestos Subsidiary Cases" means the bankruptcy cases of the Asbestos Subsidiary Debtors.
48. "Asbestos Subsidiary Committee" means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Asbestos Subsidiary Debtors' bankruptcy cases, pursuant to section 1102 of the Bankruptcy Code. This committee has been reconstituted and renamed the Asbestos Claimants' Committee.
49. "Asbestos Subsidiary Debtors" means Lac d'Amiante du Québec Ltée; Lake Asbestos of Quebec, Ltd.; LAQ Canada, Ltd.; CAPCO Pipe Company, Inc.; and Cement Asbestos Products Company.
50. "Asbestos TAC" means the Asbestos Trust Advisory Committee created pursuant to the Debtors' Plan and the Asbestos Trust Agreement, as may be reconstituted from time to time in accordance with the terms thereof.
51. "Asbestos TDP" has the same meaning as the Section 524(g) Trust Distribution Procedures.
52. "Asbestos Trust" has the same meaning as the Section 524(g) Trust.

- 53. “Asbestos Trust Agreement” has the same meaning as the Section 524(g) Trust Agreement.
- 54. “Assumed Environmental Liabilities” means, with respect to the Parent’s Plan, all Liabilities of the Debtors relating to any Environmental Laws regarding any of the Real Property (including all Liabilities relating to releases of Hazardous Materials at such properties or that have migrated or in the future migrate off-site from such properties) irrespective of whether such Liabilities relate to actions, omissions or events that occur or exist prior to or after the Effective Date.
- 55. “Augusta Defendants” means Augusta Resource (Arizona) Corporation and Augusta Resource Corporation.
- 56. “Available Cash” means, with respect to any Entity, its cash on hand.
- 57. “Available Parent’s Plan Funds” means, with respect to the Parent’s Plan, the funds remaining from the Parent’s Contribution, the Distributable Cash and the Tax Refund after the Parent’s Plan Administrator has (i) made all distributions required under the Parent’s Plan on account of Administrative Claims, Priority Claims, Class 1 Claims, and Class 2 Claims and (ii) fully funded the Section 524(g) Trust, the Environmental Custodial Trusts ~~or Environmental Liquidation Trust, as applicable~~, the Disputed Claims Reserve, and the Working Capital Reserve.
- 58. “Available Plan Sales Proceeds” means the Debtors’ Plan Sales Proceeds and any interest earned thereon.
- 59. “Avoidance Action” means causes of action arising under chapter 5 of the Bankruptcy Code, or under related state or federal statutes and common law, including fraudulent transfer and fraudulent conveyance laws, whether or not litigation has commenced to prosecute such causes of actions.
- 60. “Ballot” means the form or forms distributed to holders of impaired Claims on which is to be indicated the acceptance or rejection of the Debtors’ Plan and/or the Parent’s Plan, as applicable.
- 61. “Balloting Agent” means AlixPartners, LLP.
- 62. “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.
- 63. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division.
- 64. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as in effect on the Petition Date, together with all amendments and modifications thereto subsequently made applicable to the Reorganization Cases.

65. “Bar Date Orders” means the respective orders entered by the Bankruptcy Court establishing the respective Bar Dates, including the Confirmation Order.
66. “Bar Dates” means the respective dates by which all Entities asserting certain Claims against a Debtor must have filed a Proof of Claim or be forever barred from asserting such Claims against such Debtor or its Estate, as established by any orders of the Bankruptcy Court or the Parent’s Plan.
67. “Barclays Capital” means Barclays Capital Inc.
68. “Bid Procedures Order” means the interim order approving the Debtors’ Plan Sponsor procedures, entered by the Bankruptcy Court on March 25, 2008.
69. “Bid Protections Order” means the Final Order Granting Motion of ASARCO LLC for an Order Approving (1) Bid Procedures in Connection with Selecting a Chapter 11 Plan Sponsor and Exit Transaction under a Chapter 11 Plan and (2) Bid Protections to Sterlite (USA), Inc. in Connection Therewith, entered by the Bankruptcy Court on July 1, 2008.
70. “Bondholder” means an Entity that holds one or more of the Bonds.
71. “Bondholder Claim” means any Claim arising under one or more of the Bonds.
72. “Bonds” means ASARCO’s unsecured long-term bond debt.
73. “Bonds Issuance” means each of the following:

<u>Bond</u>	<u>Maturity</u>	<u>Face Value</u>
CSFB JP Morgan Sec Debentures at 7.875%	April 2013	\$100.00m
Nueces River Env Bond (IRB) Series 1998 A 5.60%	April 2018	\$22.20m
CSFB Corporate Debentures at 8.50%	May 2025	\$150.00m
Gila County – Installment Bond 5.55%	January 2027	\$71.90m
Lewis & Clark County Env Bond (IRB) 5.60%	January 2027	\$33.16m
Nueces River Env Bond (IRB) 5.60%	January 2027	\$27.74m
Lewis & Clark County Env Bond (IRB) 5.85%	October 2033	\$34.80m

74. “Burns Litigation” means the claims and causes of action of the Debtors in the action pending in the Supreme Court of the State of New York, County of New York, styled *Phillip Nelson Burns, et al., v. Grupo México, S.A. de C.V., et al.*, Index No. 0114728/2004 against various defendants, including Grupo México, but not including the Debtors’ claims and causes of action that have been removed and transferred to the District Court and are now pending as Civil Action Nos. 07-00018 and 07-00203 as part of the SCC Litigation.
75. “Business” means the business of mining, smelting and refining of copper and other metals as conducted by the Debtors.
76. “Business Day” means any day other than a Saturday, Sunday, or legal holiday (as such term is defined in Bankruptcy Rule 9006(a)).

- 77. “CAPCO” means CAPCO Pipe Company, Inc. (f/k/a Cement Asbestos Products Company), an Alabama corporation, and one of the Asbestos Subsidiary Debtors.
- 78. “Cash” means cash, cash equivalents, and other readily marketable securities or instruments, including, without limitation, direct obligations of the United States and certificates of deposit issued by federally insured banks.
- 79. “CBA” means the collective bargaining agreement between ASARCO and the USW on behalf of itself and the other labor organizations representing the bargaining unit employees of ASARCO.
- 80. “CBRI” means Copper Basin Railway, Inc., a Delaware corporation.
- 81. “CDA Trust” means the trust created pursuant to the Residual Environmental Settlement Agreement for the Coeur d’Alene, Idaho site and properties owned by the Debtors in Shoshone County and Kootenai County, Idaho.
- 82. “CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601, *et seq.*
- 83. “Certificate” means an instrument evidencing an Allowed Bondholder Claim.
- 84. “Challenged Environmental Settlements” means (i) the Residual Environmental Settlement Agreement, (ii) the Arizona NRD Settlement Agreement, (iii) the Hayden Past Cost Settlement Agreement, and (iv) the Mission Mine Settlement Agreement.
- 85. “Charging Lien” means any lien that an Indenture Trustee is entitled to exercise under the terms of its Indenture against, or any other priority in payment to which such Indenture Trustee is entitled under the terms of its Indenture with respect to, any distribution to be made under such Indenture or on account of any debts of the Debtors owed to holders of obligations under such Indenture.
- 86. “Chase” means JPMorgan Chase Bank, N.A., the issuer under the Credit Facility.
- 87. “Claim” has the meaning assigned to such term by section 101(5) of the Bankruptcy Code.
- 88. “Claim Objection Deadline” has the meaning assigned to such term in Article 14.2(a) of the Debtors’ Plan.
- 89. “Claimant” means the holder of a Claim.
- 90. “Claims Agent” means AlixPartners, LLP. The Trumbull Group, L.L.C. had previously served as claims agent, prior to its withdrawal from the bankruptcy claims administration market.
- 91. “Class” means a category of Claims or Interests.

- 92. “Coal Act” means the Coal Industry Retiree Health Benefit Act of 1992, as amended.
- 93. “COBRA” means the Consolidated Omnibus Budget Reconciliation Act.
- 94. “COD Income” means cancellation of indebtedness income.
- 95. “Collateral” means any property or interest in property of any of the Debtors’ Estates which is subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or other applicable law.
- 96. “Committees” means the ASARCO Committee, the Asbestos Subsidiary Committee, and the Asbestos Claimants’ Committee.
- 97. “Confidentiality Agreement” means the confidentiality agreement dated July 6, 2007, between the Guarantor and ASARCO.
- 98. “Confirmation” or “Confirmed” means the entry of the Confirmation Order.
- 99. “Confirmation Date” means the date on which the Confirmation Order is entered on the docket of the Bankruptcy Court and/or the District Court.
- 100. “Confirmation Hearing” means the hearing(s) that will be held before the Bankruptcy Court and/or the District Court, in which the Parent will seek Confirmation of the Parent’s Plan.
- 101. “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.
- 102. “Consummation” means the occurrence of the Effective Date.
- 103. “Convenience Claim” means any Allowed Unsecured Claim, excluding Asbestos Personal Injury Claims and Bondholder Claims, otherwise entitled to treatment as a General Unsecured Claim, which is \$1,000 or less when aggregated with the other Unsecured Claims of such holder, or, in the alternative, is reduced by election of such holder on such holder’s Ballot, together with all other Unsecured Claims of such holder, to an aggregate Unsecured Claim of \$1,000.
- 104. “Corporate Governance Stipulation” means the Stipulation and Order Regarding Corporate Governance, entered by the Bankruptcy Court on December 15, 2005.
- 105. “Covington” means Covington Land Company, a Delaware corporation.
- 106. “Covington Residual Assets” means assets of Covington and the Asbestos Subsidiary Debtors, including, without limitation, the Property of the Estate of such debtors.

107. "Credit Facility" means the \$5 million senior secured twelve-month credit facility issued by Chase.
108. "Cure Amount Claim" means a Claim based upon a Debtor's defaults under an executory contract or unexpired lease at the time such contract or lease is assumed and assigned to Reorganized ASARCO pursuant to section 365 of the Bankruptcy Code.
109. "Custodial Trust Administrative Accounts" means the trust accounts established pursuant to the various Environmental Custodial Trust Agreements into which Environmental Custodial Trust Administration Funding shall be deposited.
110. "Custodial Trust Environmental Cost Accounts" means the trust accounts established pursuant to the various Environmental Custodial Trust Agreements into which the Environmental Custodial Trust Funding shall be deposited.
111. "Custodial Trust Settlement Agreements" means the settlement agreements with EPA or other Environmental Agencies relating to the Designated Properties
112. "Custodial Trust Settlement Agreement" has the same meaning as Environmental Custodial Trust Settlement Agreement.
113. "Custodial Trust Site" means one of the Designated Properties.
114. "Debtor" means one of the Debtors.
115. "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.
116. "Debtors' Plan" means the Debtors' Fifth Amended Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code, as filed with the Bankruptcy Court on April 27, 2009.
117. "Debtors' Plan Administration Agreement" means the form of agreement with the Debtors' Plan Administrator, effective as of the Effective Date, as it may be modified from time to time in accordance with the terms thereof.
118. "Debtors' Plan Administration Committee" means the three-member committee appointed pursuant to the Debtors' Plan Administration Agreement to consult with and advise the Debtors' Plan Administrator.

119. “Debtors’ Plan Administration Reserve” means the funds placed in the Debtors’ Plan Administration Account (and any subaccounts), the Miscellaneous Plan Administration Accounts, and any general accounts established by the Debtors’ Plan Administrator.
120. “Debtors’ Plan Administrator” means the Entity that shall make distributions under the Debtors’ 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 Debtors’ Plan, the Debtors’ Plan Administration Agreement, or the Confirmation Order.
121. “Debtors’ Plan Documents” means the Debtors’ Plan, the Disclosure Statement, and all documents, attachments, and exhibits attached to the Debtors’ Plan or the Disclosure Statement that aid in effectuating the Debtors’ Plan, including, without limitation, the Asbestos Trust Documents, as the same may be amended, modified, or supplemented, in accordance with their terms.
122. “Debtors’ Plan Sponsor” means Sterlite (USA), Inc., a Delaware corporation.
123. “Delaware Trustee” means the Entity or Entities appointed under the Section 524(g) Trust Agreement to fulfill the requirement of section 3807 of the Delaware Statutory Trust Act, 12 DEL. CODE ANN. § 3807.
124. “Demand” means a demand against any of the Debtors, to the fullest extent such term is used or defined in section 524(g)(5) of the Bankruptcy Code, for payment, present or future, that (a) was not a Claim during the proceedings before the Bankruptcy Court leading to Confirmation of a plan of reorganization in the Reorganization Cases; and (b) arises out of the same or similar conduct or events that gave rise to (i) an Asbestos Personal Injury Claim and/or out of property damage allegedly caused by or arising out of asbestos or asbestos-containing products, or (ii) an Asbestos Premises Liability Claim.
125. “Deposit” means the funds in the aggregate amount of \$125 million that the Parent ~~shall deposit with the Court no more than three (3) business days after the Confirmation Date~~ has placed at risk pursuant to the Escrow Agreement to demonstrate and support its intention to timely consummate the Parent’s Plan as set forth in Article 10.2 of the Parent’s Plan, which deposit increases to \$1.6 billion upon entry of a report and recommendation by the Bankruptcy Court in favor of confirming the Parent’s Plan.
126. “Depository Trust Company” means that limited-purpose trust company organized under New York State banking law that functions as a registered clearing agency with the Securities and Exchange Commission.
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. “Distributed Litigation Trust Interests” means 100% of the Litigation Trust Interests to be distributed on the Effective Date, Pro Rata, to holders of Claims in Classes 3.~~
138. ~~139.~~ “Distribution Record Date” means the close of business on the Confirmation Date.
139. ~~140.~~ “District Court” means the United States District Court for the Southern District of Texas.

140. ~~141.~~ “DOJ” means the United States Department of Justice, Environment & Natural Resources Division.
141. ~~142.~~ “DTC” means the Depository Trust Company.
142. ~~143.~~ “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].
143. ~~144.~~ “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.
144. ~~145.~~ “El Paso Paving SEP Claim” means the City of El Paso’s claim related to the paving supplemental environmental project.
145. ~~146.~~ “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].
146. ~~147.~~ “ELT/ES” means ELT Houston, LLC and EnergySolutions, LLC.
147. ~~148.~~ “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.
148. ~~149.~~ “Entity” has the meaning assigned to such term by section 101(15) of the Bankruptcy Code.
149. ~~150.~~ “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].
150. ~~151.~~ “Environmental Agencies” means Governmental Units whose responsibilities include enforcement and oversight of Environmental Law.
151. ~~152.~~ “Environmental Custodial Trusts” means the custodial trusts to be established pursuant to the various Environmental Custodial Trust Agreements with respect to the Designated Properties.

152. ~~153.~~—“Environmental Custodial Trust Accounts” means the Custodial Trust Environmental Cost Accounts and the Custodial Trust Administrative Accounts.
153. ~~154.~~—“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.**
154. ~~155.~~—“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.
155. ~~156.~~—“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.
156. ~~157.~~—“Environmental Custodial Trust Claims” means Claims asserting civil liabilities arising under Environmental Law with respect to the Designated Properties and/or Designated Elected Properties.
157. ~~158.~~—“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.
158. ~~159.~~—“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.**
159. ~~160.~~—“Environmental Custodial Trust Settlement Agreements” means the settlement agreements with the EPA or other Environmental Agencies relating to the Designated Properties.
160. ~~161.~~—“Environmental Custodial Trust Sites” means the Designated Properties.
161. ~~162.~~—“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.
162. ~~163.~~—“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.

163. ~~164.~~ “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.
164. ~~165.~~ “Environmental Trust Claims” has the same meaning as Environmental Custodial Trust Claims.
165. ~~166.~~ “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.
166. ~~167.~~ “EPA” means the United States Environmental Protection Agency.
167. ~~168.~~ “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
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.
169. “Estate” means a bankruptcy estate created for each of the Debtors pursuant to section 541 of the Bankruptcy Code on its Petition Date.
170. “Examiner” means Michael Denis Warner in his capacity as examiner of the Debtors.
171. “Exchange Act” means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.
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.
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.

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.
175. "FFIC" means Fireman's Fund Insurance Company.
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.
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.
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.
179. "Forfeited Distributions" means funds in the Undeliverable and Unclaimed Distribution Reserve that remain unclaimed or otherwise undeliverable to the Claimant entitled thereto.
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.

181. “Glencore” means Glencore Ltd. and its partners.
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.
183. “Glossary” means this Uniform Glossary of Defined Terms, as such Glossary may be further amended, supplemented, or modified from time to time.
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.
185. “Governmental Environmental Claimants” means the Governmental Authorities that hold environmental Claims relating to the sites listed in **Parent’s Plan Exhibit 19**.
186. “Governmental Unit” has the meaning assigned to such term by section 101(27) of the Bankruptcy Code.
187. “Grupo México” means Grupo México S.A.B. de C.V., ASARCO’s ultimate parent company.
188. “Harbinger Plan” means the Chapter 11 Plan Filed by Harbinger Capital Partners Master Fund I, Ltd.
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.
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.
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.
192. “Hourly Plan” means the Retirement Income Plan for Hourly-Rated Employees of ASARCO LLC.
 193. “Hourly and Salaried Plans” means the Hourly Plan and the Salaried Plan.
 194. “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.
 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.
 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.
 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.
 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.

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.
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.
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.
202. ~~200.~~ “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.
203. ~~201.~~ “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.
204. ~~202.~~ “Intercompany Claims” means any Claims held by one Debtor, CBRI, or Silver Bell against another Debtor, CBRI, or Silver Bell.
205. ~~203.~~ “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.
206. ~~204.~~ “Interior” means the United States Department of the Interior.
207. ~~205.~~ “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.
208. ~~206.~~ “Investment Company Act” means the Investment Company Act of 1940, as amended, together with the rules and regulations promulgated thereunder.
209. ~~207.~~ “IRS” means the Internal Revenue Service.

210. ~~208.~~ “LAQ” means Lac d’Amiante du Québec Ltée., a Delaware corporation and one of the Asbestos Subsidiary Debtors.
211. ~~209.~~ “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.
212. ~~210.~~ “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.
213. ~~211.~~ “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.
214. ~~212.~~ “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).
215. ~~213.~~ “LIBOR” means London interbank offered rate of interest.
216. ~~214.~~ “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.
217. ~~215.~~ “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.
218. ~~216.~~ “Liquidation Analysis” means the Debtors’ liquidation analysis attached as **DS Exhibit E**.
- ~~217. “Litigation Trust” means that certain litigation trust to be formed on the Effective Date pursuant to the Litigation Trust Agreement.~~
- ~~218. “Litigation Trust Agreement” means the form of trust agreement, effective as of the Effective Date, substantially in the form of **Parent’s Plan Exhibit 16**.~~
- ~~219. “Litigation Trust Assets” means the Litigation Trust Claims.~~

- ~~220. “Litigation Trust Beneficiaries” means the holders of Litigation Trust Interests.~~
- ~~221. “Litigation Trust Board” means the group of Persons selected in accordance with the provisions of the Litigation Trust Agreement.~~
- ~~222. “Litigation Trust Claims” means the claims listed on Parent’s Plan Exhibit 9, as the same may be amended by the Parent at any time prior to the Effective Date of the Parent’s Plan, to be transferred to the Litigation Trust, including, without limitation, all rights and interests in actions and/or claims against third parties (“potentially responsible parties” or “PRP”) and the Debtors’ potential claims against Sterlite. For the avoidance of doubt, the Debtors’ claims against Montana Resources, Inc., including those asserted in Adv. No. 07-02024, pending in the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division, are not Litigation Trust Claims under the Parent’s Plan, and are expressly reserved for Reorganized ASARCO to pursue in the ordinary course.~~
- ~~223. “Litigation Trust Interests” means beneficial interests in the Litigation Trust.~~
- ~~224. “Litigation Trust Register” means the register maintained by the Litigation Trustee with the names, addresses, and number of Litigation Trust Interests of the Litigation Trust Beneficiaries.~~
- ~~225. “Litigation Trust Registrar” means the Entity appointed by the Litigation Trustee for the purpose of recording ownership of the Litigation Trust Interests.~~
- ~~226. “Litigation Trust Tax Owners” means the Litigation Trust Beneficiaries and Reorganized ASARCO (to the extent of its retained interest in the Litigation Trust for federal income tax purposes).~~
- ~~227. “Litigation Trustee” means the Person appointed as trustee of the Litigation Trust under the Litigation Trust Agreement and any successor thereto chosen in accordance with such agreement.~~
219. ~~228.~~ “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.
220. ~~229.~~ “LMI Agreement” means the Confidential Settlement Agreement and Release dated July 13, 2006, by and between ASARCO and certain Participating LMI.
221. ~~230.~~ “Madera Property” means the real property owned by ASARCO in Madera Canyon, Santa Cruz County, Arizona.
222. ~~231.~~ “Majority Bondholders” means Harbinger Capital Partners Master Fund I, Ltd. and Citigroup Global Markets, Inc.

223. ~~232.~~ “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.
- ~~233.~~ ~~“Maximum Recovery” means the amount necessary to provide, as of any date of determination, Payment in Full to all holders of Allowed Claims in Classes 2, 3, 6, and 7 plus the SCC Litigation Trust’s aggregate administrative expenses minus the SCC Litigation Trust Expense Fund.~~
224. ~~234.~~ “MDEQ” means the State of Montana ex rel. the Montana Department of Environmental Quality.
225. ~~235.~~ “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.
226. ~~236.~~ “Miscellaneous Sites Settlement Agreements” has the meaning ascribed to it in the Environmental 9019 Motion.
227. ~~237.~~ “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.
228. ~~238.~~ “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.**
229. ~~239.~~ “Missouri Guaranty Corporation” means the Missouri Private Sector Individual Self-Insurers Guaranty Corporation.
230. ~~240.~~ “Mitsui” means Mitsui & Co. (U.S.A.), Inc., a New York corporation.
231. ~~241.~~ “Montana DLI” means the Montana Department of Labor and Industry’s Division of Employee Relations.
232. ~~242.~~ “Montana Guaranty Fund” means the Montana Self-Insurers Guaranty Fund.
233. ~~243.~~ “MR Partnership” means Montana Resources general partnership, a Montana-based, mining-operations partnership in which ASARCO and MRI were partners.
234. ~~244.~~ “MRI” means Montana Resources, Inc.
235. ~~245.~~ “MRI Litigation” means the claims and causes of action of the Debtors asserted in Adversary No. 07-02024, pending in the Bankruptcy Court.
236. ~~246.~~ “Nation” means the Tohono O’odham Nation.

237. ~~247.~~ “New CBA” means the CBA entered into in January of 2007.
- ~~248.~~ ~~“New Equity Interests” means, with respect to the Parent’s Plan, 100% of the equity interests in Reorganized ASARCO, to be delivered to ASARCO USA Incorporated or its designee on the Effective Date in exchange for the Parent Contribution.~~
238. ~~249.~~ “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.**
239. ~~250.~~ “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.
240. ~~251.~~ “Non-Debtor Sellers” means ARSB, CBRI, and Santa Cruz.
241. ~~252.~~ “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.
242. ~~253.~~ “Other Subsidiary Debtors” means the Subsidiary Debtors other than the Asbestos Subsidiary Debtors.
243. ~~254.~~ “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.
244. ~~255.~~ “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.
245. ~~256.~~ “Parent” means ASARCO Incorporated and AMC.
246. ~~257.~~ “Parent Contribution” means Cash and/or an Acceptable Letter of Credit provided by the Parent in the aggregate amount of \$~~1.720~~2.2051 billion.
247. ~~258.~~ “Parent’s Glossary” means this glossary.
248. ~~259.~~ “Parent’s Plan” means ASARCO Incorporated and Americas Mining Corporation’s Fourth 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. ~~260.~~ “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

~~Arredministrator~~Administrator and the Miscellaneous Parent's Plan Administration Accounts.

250. ~~261.~~ "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 **Parent's Plan Exhibit 4** to the Parent's Plan, as it may be modified from time to time in accordance with the terms thereof.
251. ~~262.~~ "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. ~~263.~~ "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. ~~264.~~ "Parent Pledge Agreement" means a pledge and security agreement, substantially in the form attached as **Parent's Plan Exhibit 14** to the Parent's Plan, delivered to the Section 524(g) Trust by ASARCO USA Incorporated to secure Reorganized ASARCO's performance under the ASARCO Note.
254. ~~265.~~ "Participating LMI" means the Participating London Market Companies that are parties to the LMI Agreement.
255. ~~266.~~ "PBGC" means the Pension Benefit Guaranty Corporation.
256. ~~267.~~ "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.
257. ~~268.~~ "Permanent Channeling Injunction" means the injunction set forth in Article 11.3(a) of the Parent's Plan.
258. ~~269.~~ "Person" means any person, individual, partnership, corporation, limited liability company, joint venture company, association or other entity or being of whatever kind, whether or not operating or existing for profit, including, without limitation, any "person" as such term is defined in section 101(41) of the Bankruptcy Code, but excluding any Governmental Authority.
259. ~~270.~~ "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.

260. ~~271.~~ “Plan Confirmation Order” means an order of the Court confirming the Parent’s Plan.
261. ~~272.~~ “Plan Sponsor Promissory Note” means, with respect to the Debtors’ Plan, that certain promissory note in the principal amount of \$600 million, in the form of Exhibit D to the New Plan Sponsor PSA.
262. ~~273.~~ “Plan Sponsors” means, with respect to the Parent’ Plan, ASARCO Incorporated and AMC.
263. ~~274.~~ “Plans” means the plans of reorganization proposed by the Debtors, the Parent, and Harbinger.
264. ~~275.~~ “Post-524(g) Indemnity” means the Post-524(g) Indemnity provided for in paragraphs III.B and III.C of the Asbestos Insurance Settlement Agreement.
265. ~~276.~~ “Pre-524(g) Indemnity” means the Pre-524(g) Indemnity provide for in paragraph III.A of the Asbestos Insurance Settlement Agreement
266. “Preserved Litigation Claims” means those causes of action identified on **Parent’s Plan Exhibit 9**, as such Schedule may be amended through the Effective Date.
267. ~~277.~~ “Prepetition ASARCO Environmental Trust” means the trust created pursuant to the Consent Decree entered in *United States v. ASARCO Inc., et al.*, Civil Action No. 02-2079, filed in the United States District Court for the District of Arizona. The trust is primarily funded by a promissory note due May 31, 2010 in the original principal sum of \$100,000,000 from AMC and guaranteed by Grupo México. The current principal balance of the note is approximately \$25 million.
268. ~~278.~~ “Previously Settled Environmental Claims” means those Claims filed by a federal or state government, an Indian tribe, or a PRP in the Reorganization Cases and listed on a site-by-site basis in **Parent’s Plan Exhibit 20**.
269. ~~279.~~ “Previously Settled Environmental Sites” means the sites relating to the Previously Settled Environmental Claims.
270. ~~280.~~ “Priority Claim” means any Claim (other than an Administrative Claim or a Priority Tax Claim) to the extent such Claim is entitled to a priority in payment under section 507(a) of the Bankruptcy Code.
271. ~~281.~~ “Priority Tax Claim” means any Claim to the extent that such Claim is entitled to a priority in payment under section 507(a)(8) of the Bankruptcy Code.
272. ~~282.~~ “Privileges” means any attorney-client privilege, work-product privilege or other privilege or immunity attaching to any documents or communications (whether written or oral).

273. ~~283.~~ “Pro Rata” means (i) with respect to any Claim in Class 3, the ratio of the amount of such Claim to the aggregate amount of all Claims in Classes 3; and (ii) with respect to any Claim in Class 6 or 7, the ratio of the amount of such Claim to the aggregate amount of all Claims in such Claim’s Class.
274. ~~284.~~ “Professional Persons” means Persons retained by any of the Debtors to be compensated under sections 327, 328, 330, 503(b), and 1102 of the Bankruptcy Code.
275. ~~285.~~ “Proof of Claim” means any proof of claim filed with the Bankruptcy Court or the Claims Agent with respect to any of the Debtors pursuant to section 501 of the Bankruptcy Code and Bankruptcy Rule 3001 or 3002.
276. ~~286.~~ “Property of the Estate” means all property in which any of the Debtors holds a legal or equitable interest, including all property described in section 541 of the Bankruptcy Code.
277. ~~287.~~ “PRP” means a non-governmental Entity that has asserted a Claim against any of the Debtors for one or more environmental clean-up sites, including any non-governmental Entity that is co-liaible with such Debtor for such a claim.
278. ~~288.~~ “PRP-Only Environmental Claims” means Claims filed by PRPs in the Reorganization Cases that assert Liabilities arising under Environmental Law and that are not included within Previously Settled Environmental Claims. These Claims are classified as Class 3 General Unsecured Claims under the Parent’s Plan.
279. ~~289.~~ “RCRA” means the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901, *et seq.*
280. ~~290.~~ “Real Property” means the real property retained by Reorganized ASARCO under the Parent’s Plan, including, without limitation, the Owned Strategic Properties listed in **Parent’s Plan Exhibit 15** to the Parent’s Plan.
281. ~~291.~~ “Reference Order” means the District Court’s General Order 2005-6, whereby, with certain exceptions, bankruptcy cases and proceedings arising under the Bankruptcy Code or arising in or related to a bankruptcy case are automatically referred to the bankruptcy judges of the Southern District of Texas.
282. ~~292.~~ “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. ~~293.~~ “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. ~~294.~~ “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, which shall be released as settled on the Effective Date.

285. ~~295.~~ “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. ~~296.~~ “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. ~~297.~~ “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. ~~298.~~ “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. ~~299.~~ “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. ~~300.~~ “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. ~~301.~~ “Residual Environmental Settlement Agreement” means the settlement agreement between ASARCO and holders of Residual Environmental Claims.
292. ~~302.~~ “Residual Environmental Settlement Sites” means the state and federal sites relating to the Residual Environmental Claims.
293. ~~303.~~ “Residual Superfund” has the meaning ascribed to it in the Environmental 9019 Motion.
294. ~~304.~~ “Residual Superfund Settlement Agreement” has the meaning ascribed to it in the Environmental 9019 Motion.
295. ~~305.~~ “Residual Surety Bond” has the meaning ascribed to it in the Environmental 9019 Motion.
296. ~~306.~~ “Retirement Income Plan for Hourly-Rated Employees of ASARCO, Inc.” means the employee benefits plan for hourly-rated employees, sponsored by ASARCO, which is covered by Title IV of ERISA.
297. ~~307.~~ “Retirement Income Plan for Salaried Employees of ASARCO, Inc.” means the employee benefits plan for salaried employees, sponsored by ASARCO, which is covered by Title IV of ERISA.

298. ~~308.~~ “Rosemont Ranch Defendants” means Rosemont Ranch, LLC; TWW Investments, LLC; DAS Holdings, LLC; Habibi, LLC; West Santa Rita Land, LLC; and Lazy Y I Ranch, LLC.
299. ~~309.~~ “Salaried Plan” means the Retirement Benefit Plan for Salaried Employees of ASARCO LLC.
300. ~~310.~~ “Santa Cruz” means ASARCO Santa Cruz, Inc., a Delaware corporation.
301. ~~311.~~ “SCC” means Southern Copper Corporation (f/k/a Southern Peru Copper Company).
302. ~~312.~~ “SCC Final Judgment” means the final judgment entered in the SCC Litigation on April 15, 2009.
303. ~~313.~~ “SCC Litigation” means the claims and causes of action of the Debtors asserted in Civil Action Nos. 07-00018 and 07-00203, both pending in the District Court.
- ~~314. “SCC Litigation Trust” means that certain litigation trust to be established on the Effective Date pursuant to the SCC Litigation Trust Agreement.~~
- ~~315. “SCC Litigation Trust Agreement” means the SCC Litigation Trust Agreement, the form of which is attached to the Parent’s Plan as Parent’s Plan Exhibit 24, as the same may be modified from time to time in accordance with Article V of the Parent’s Plan.~~
- ~~316. “SCC Litigation Trust Beneficiaries” means the holders of the SCC Litigation Trust Interests.~~
- ~~317. “SCC Litigation Trust Board” means the group of three Person selected in accordance with the SCC Litigation Trust Agreement.~~
- ~~318. “SCC Litigation Trust Claims” means the SCC Litigation claims and causes of action which shall be transferred to the SCC Litigation Trust in accordance with the SCC Litigation Trust Agreement.~~
- ~~319. “SCC Litigation Trustee” means the person appointed as trustee of the SCC Litigation Trust under the SCC Litigation Trust Agreement and any successor thereto chosen in accordance with such agreement.~~
- ~~320. “SCC Litigation Trust Expense Fund” means cash in the amount of \$20 million to be transferred to the SCC Litigation Trustee by the Reorganized Debtors or the Parent’s Plan Administrator on the Effective Date in order to fund the operations of the SCC Litigation Trust.~~
- ~~321. “SCC Litigation Trust Initial Beneficiaries” means the holders of Claims in Classes 2 and 3.~~
- ~~322. “SCC Litigation Trust Interests” means the beneficial interests in the SCC Litigation Trust.~~

- ~~323. “SCC Litigation Trust Proceeds” means any proceeds from the prosecution, compromise, and/or settlement of the SCC Litigation Trust Claims, not to exceed the Maximum Recovery, which shall be an asset of the SCC Litigation Trust and held as part thereof.~~
- ~~324. “SCC Litigation Trust Register” means the Entity appointed by the SCC Litigation Trustee for the purpose of recording ownership of the SCC Litigation Trust Interests.~~
304. ~~325.~~ “SCC Stock” means all of the stock in any form (including any stock splits or other reformulations) that is traceable to the 54.2 percent of SCC shares owned by ASARCO or SPHC on March 30, 2003.
305. ~~326.~~ “SCF” means the Arizona State Compensation Fund.
306. ~~327.~~ “Schedules” means the schedules, statements, and lists filed by the Debtors with the Bankruptcy Court pursuant to Bankruptcy Rule 1007, as may be amended or supplemented from time to time.
307. ~~328.~~ “Section 524(g) Treatment” means, with respect to any Claim or Demand, the liquidation and payment of such Claim or Demand in accordance with, and pursuant to, section 4.2(d) of the Parent’s Plan and Section 524(g) Trust Distribution Procedures.
308. ~~329.~~ “Section 524(g) Trust” means, with respect to the Parent’s Plan, a trust established in accordance with section 524(g) of the Bankruptcy Code, as set forth in Article VI of the Parent’s Plan.
309. ~~330.~~ “Section 524(g) Trust Advisory Committee” means, with respect to the Parent’s Plan, the Section 524(g) Trust Advisory Committee created pursuant to the Parent’s Plan and the Section 524(g) Trust Agreement, as may be reconstituted from time to time in accordance with the terms thereof.
310. ~~331.~~ “Section 524(g) Trust Agreement” means, with respect to the Parent’s Plan, the Trust Agreement for the Section 524(g) Trust, effective, as of the Effective Date, substantially in the form attached as **Parent’s Plan Exhibit 11** to the Parent’s Plan, as it may be modified from time to time in accordance with the terms thereof.
311. ~~332.~~ “Section 524(g) Trust Assets” means, with respect to the Parent’s Plan, (a) Cash in the amount of \$500 million; (b) the ASARCO Note; (c) the ASARCO Security Agreement; (d) the ASARCO Deed of Trust; (e) the Parent Pledge Agreement; (f) directly or indirectly, the Asbestos Insurance Recoveries; and (g) Cash in the amount of \$27.5 million to administer the Section 524(g) Trust (which shall be allowed and treated as an Administrative Claim).
312. ~~333.~~ “Section 524(g) Trust Beneficiaries” means, with respect to the Parent’s Plan, the holders of Asbestos Personal Injury Claims and Demands.
313. ~~334.~~ “Section 524(g) Trust Cooperation Agreement” means, with respect to the Parent’s Plan, a cooperation agreement between the Parent and the Asbestos Trust, in the form attached to the Section 524(g) Trust Agreement.

314. ~~335.~~ “Section 524(g) Trust Distribution Procedures” means, with respect to the Parent’s Plan, the Section 524(g) Trust distribution procedures, substantially in the form attached to the Section 524(g) Trust Agreement, as such procedures may be modified from time to time in accordance with the terms thereof, the Section 524(g) Trust Agreement, and the Parent’s Plan.
315. ~~336.~~ “Section 524(g) Trust Documents” means, with respect to the Parent’s Plan, the Section 524(g) Trust Agreement, the Section 524(g) Trust Distribution Procedures, and the other agreements, instruments, and documents governing the establishment, administration, and operation of the Section 524(g) Trust, as they may be amended or modified from time to time in accordance with the Parent’s Plan and the terms of such documents.
316. ~~337.~~ “Section 524(g) Trust Expenses” means, with respect to the Parent’s Plan, any Liabilities, costs or expenses of, or imposed upon, assumed by, or in respect of, the Section 524(g) Trust, except for payments to holders of Asbestos Personal Injury Claims and Demands on account of such Asbestos Personal Injury Claims and Demands.
317. ~~338.~~ “Section 524(g) Trustees” means, with respect to the Parent’s Plan, the individuals appointed as trustees of the Section 524(g) Trust under the Section 524(g) Trust Agreement and any successor thereto chosen in accordance with the Section 524(g) Trust Agreement.
318. ~~339.~~ “Seaboard” means Seaboard Surety Company.
319. ~~340.~~ “SEC” means the Securities and Exchange Commission.
320. ~~341.~~ “Secured Asbestos Personal Injury Claim” means an Asbestos Personal Injury Claim that is secured by a valid, perfected, and enforceable Lien against proceeds of an Asbestos Insurance Policy.
321. ~~342.~~ “Secured Claim” means any Claim that is (a) secured in whole or part, as of the Petition Date, by a Lien against property of any of the Debtors that is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law or (b) subject to setoff under section 553 of the Bankruptcy Code; provided, however, with respect to both (a) and (b) above, a Claim is a Secured Claim only to the extent of the value, net of any senior Lien, of the Estate’s interest in the assets or property securing any such Claim or the amount subject to setoff, as the case may be.
322. ~~343.~~ “Secured Intercompany DIP Credit Facility” means the secured debtor-in-possession term loan credit facility of up to \$10 million from ASARCO to the Asbestos Subsidiary Debtors.
323. ~~344.~~ “Settling Asbestos Insurance Company” or “Settled Asbestos Insurance Companies” means any Asbestos Insurance Company that has entered into an Asbestos Insurance Settlement Agreement approved by the Bankruptcy Court as of the Effective Date. The

Asbestos Insurance Settlement Agreements are listed on **Parent's Plan Exhibit 21**, as amended or supplemented.

- 324. ~~345.~~ "Subclass" means a subclass within a Class of Claims or Interests.
- 325. ~~346.~~ "Silver Bell" means Silver Bell Mining, L.L.C., a Delaware limited liability company.
- 326. ~~347.~~ "Silver Bell Interests" means the limited liability company interests of Silver Bell owned by any Seller.
- 327. ~~348.~~ "Silver Bell LLC Agreement" means that certain membership interest agreement, dated February 5, 1996, among Ginrei, Inc., MSB Copper Corp., and ARSB, as amended.
- 328. ~~349.~~ "Silver Bell Property" means all real property owned or leased by Silver Bell.
- 329. ~~350.~~ "SPHC" means Southern Peru Holdings, LLC.
- 330. ~~351.~~ "SPT" means Seaboard and St. Paul Fire.
- 331. ~~352.~~ "SPT Indemnity Agreement" means the General Agreement of Indemnity dated October 19, 1993, which was executed by ASARCO and delivered to Seaboard and St. Paul Fire.
- 332. ~~353.~~ "SPT Settlement Agreement" means the settlement agreement between ASARCO, Seaboard Surety Company, and St. Paul Travelers and Marine Insurance Company.
- 333. ~~354.~~ "St. Paul Fire" means St. Paul Fire and Marine Insurance Company.
- 334. ~~355.~~ "State" means a state of the United States of America.
- 335. ~~356.~~ "Sterlite" means Sterlite (USA), Inc., a Delaware corporation, which is the Debtors' Plan Sponsor.
- 336. ~~357.~~ "Sterlite 9019 Motion" means the Debtors' Motion for Order, Pursuant to §§ 363, 105 and Fed. R. Bankr. P. 9019, Approving Settlement and Release and Revised Bid Protections Contained in the New Purchase and Sale Agreement Between ASARCO LLC and Certain of its Subsidiaries and Sterlite (USA), Inc., and for Related Relief, filed on March 11, 2009 [Docket No. 10526].
- 337. ~~358.~~ "Sterlite 9019 Order" means the order approving the Sterlite 9019 Motion entered by the Bankruptcy Court on April 22, 2009 [Docket No. 10935].
- 338. ~~359.~~ "Subclass" means any subdivision of a Class.
- 339. ~~360.~~ "Subordinated Claims" means those Unsecured Claims that are subordinated to all other Unsecured Claims against any of the Debtors, pursuant to an order or by agreement of the Claimant.

340. ~~361.~~ “Subsequent Administrative Claims” means any Administrative Claims that arise after the Initial Administrative Claims Bar Date.
341. ~~362.~~ “Subsequent Administrative Claims Bar Date” means the date established in Article 15.13 of the Parent’s Plan for the filing of Subsequent Administrative Claims.
342. ~~363.~~ “Subsequent Distribution(s)” means, with respect to the Parent’s Plan, any excess funds, including interest, that the Parent’s Plan Administrator determines is available for distribution to Reorganized ASARCO.
343. ~~364.~~ “Subsidiary” means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than 50% of (i) the total combined voting power of all classes of voting securities of such Entity, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (b) otherwise has the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body.
344. ~~365.~~ “Subsidiary Debtors” means all of the Debtors other than ASARCO.
345. ~~366.~~ “Subsidiary Debtor Assets” means, with respect to the Parent’s Plan, the assets of the Subsidiary Debtors, listed on Parent’s Plan Exhibit 5, to be transferred to Reorganized ASARCO on the Effective Date.
346. ~~367.~~ “Surety Bonds” means all surety bonds, reclamation bonds, performance permit bonds, financial assurance obligations, guaranty obligations, and similar obligations to which any of the Debtors or Reorganized ASARCO are party on the Effective Date.
347. ~~368.~~ “Superfund” means the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507.
348. ~~369.~~ “Tax Refund” means the overpayment of \$40,479,421 allowed by the Notice of Partial Allowance and Partial Disallowance of the Refund Claim issued by the IRS, together with statutory interest accrued thereon.
349. ~~370.~~ “Tax Refund Adversary Proceeding” means adversary proceeding no. 07-02011 pending before the Bankruptcy Court.
350. ~~371.~~ “Tax Sharing Agreement” means that certain tax sharing agreement between ASARCO NJ and AMC, entered into on or about January 14, 2004, as amended on or about February 17, 2005, to provide that the Tax Sharing Agreement applies to the ASARCO LLC Subgroup in the same manner as it did with respect to the ASARCO NJ Subgroup, except as modified by the amendment.
351. ~~372.~~ “TCEQ” means the Texas Commission on Environmental Quality.
352. ~~373.~~ “Toxic Tort Claims” means the toxic tort, personal injury, environmental property damage and related breach-of-settlement Claims asserted against any of the Debtors,

including, but not limited to, those resulting from the Debtors' operations of a site in Tar Creek, Oklahoma, the Ray Mine and Hayden Smelter in Ray Complex, Arizona and the El Paso smelter located in El Paso, Texas. The Toxic Tort Claims do not include any Claims by Governmental Authorities. Under the Parent's Plan, Toxic Tort Claims are classified as General Unsecured Claims in Class 3.

353. ~~374.~~ "Treasury Regulations" means tax regulations issued by the United States Internal Revenue Service.

354. ~~375.~~ "Trust Documents" means, with respect to the Parent's Plan, the Section 524(g) Trust Documents, and the Environmental Custodial Trust Documents, ~~and the Environmental Liquidation Trust Documents, as applicable.~~

355. ~~376.~~ "Trust Indenture Act" means the Trust Indenture Act of 1939, as amended, together with all the rules and regulations promulgated thereunder.

~~377. "Trust Register" means a register of the names, addresses, and number of Litigation Trust Interests of the Litigation Trust Beneficiaries.~~

356. ~~378.~~ "Trustees" means the Persons appointed pursuant to the Parent's Plan for the purpose of acting as initial trustees of the Section 524(g) Trust, ~~the Environmental Liquidation Trust, and/or~~ and the Environmental Custodial Trusts.

357. ~~379.~~ "Undeliverable and Unclaimed Distribution Reserve" means, with respect to the Parent's Plan, the escrow account established pursuant to Article 13.5(b) of the Parent's Plan.

358. ~~380.~~ "Unimpaired" means a Claim or an Interest that is not Impaired.

359. ~~381.~~ "Unions" means the labor organizations representing the current employees of ASARCO.

360. ~~382.~~ "Unsecured Asbestos Personal Injury Claim" means any Asbestos Personal Injury Claim that is an Unsecured Claim.

361. ~~383.~~ "Unsecured Asbestos Personal Injury Claimant" means the holder of an Unsecured Asbestos Personal Injury Claim.

362. ~~384.~~ "Unsecured Claim" means any Claim against any of the Debtors that is not a Secured Claim, Administrative Claim, Priority Claim, or Priority Tax Claim, including, without limitation, (a) any claim arising from the rejection of an executory contract or unexpired lease under section 365 of the Bankruptcy Code and (b) any portion of a Claim to the extent the value of the holder's interest in the Estate's interest in the property securing such Claim is less than the amount of the Claim or, to the extent that the amount of the Claim subject to setoff is less than the amount of the Claim, as determined pursuant to section 506(a) of the Bankruptcy Code.

363. ~~385.~~ "U.S. Trustee" means the United States Trustee for the Southern District of Texas.

364. ~~386.~~ “USDA” means the United States Department of Agriculture.
365. ~~387.~~ “USW” means the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC.
366. ~~388.~~ “Ventura Warehouse” means ASARCO’s warehouse located at 25 E. Ventura in Tucson, Arizona.
367. ~~389.~~ “Voting Record Date” means _____, July 2, 2009, the record date established by the Bankruptcy Court for purposes of deciding which Claimants are entitled to vote on the Debtors’ Plan and the Parent’s Plan.
368. ~~390.~~ “WHM Copper Mountain” means WHM Copper Mountain Investments, LLC.
369. ~~391.~~ “Winterthur Swiss” means Winterthur Swiss Insurance Company.
370. ~~392.~~ “Working Capital Facility” means, with respect to the Parent’s Plan, a revolving working capital facility in the amount of \$200 million, established by the Parent, as lender, and Reorganized ASARCO, as borrower, on terms to be agreed upon by the Parent and Reorganized ASARCO, to be secured by an interest in the proceeds of the Preserved Litigation Claims ~~represented by the Retained Litigation Trust Interests~~.
371. ~~393.~~ “Working Capital Reserve” means funds in the initial amount of \$50 million dedicated to provide working capital for the ongoing operations of Reorganized ASARCO. The Working Capital Reserve may be used by Reorganized ASARCO in its sole discretion after the Effective Date.

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