

## **DISCLOSURE STATEMENT EXHIBIT A-1**

### **Glossary of Defined Terms for the Debtors' Plan Documents**

Unless the context otherwise requires or a Plan Document otherwise provides, the following terms, when used in initially capitalized form in the Disclosure Statement, related exhibits, and Plan Documents, 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). If the Glossary adopts the meaning assigned to a term in the New Plan Sponsor PSA, the New Plan Sponsor PSA's definition of that term shall control in the event of a conflict between that definition and the definition set forth in this Glossary for informational purposes. The rules of construction set forth herein and in section 102 of the Bankruptcy Code shall apply. All references to the "Plan" shall be construed, where applicable, to include references to the 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. "Acquisition Proposal" shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means any proposal or offer for a merger, recapitalization, share exchange, debt-for-equity exchange, distribution of securities for the benefit of the stakeholders of ASARCO, consolidation, or similar transaction involving a sale or purchase (directly or through a proposed investment in equity securities, debt securities, or claims of creditors) of all or substantially all of the Sold Assets, or all or substantially all of the equity securities of ASARCO or of the Non-Debtor Sellers, other than the transactions contemplated by the terms of the New Plan

Sponsor PSA. For the avoidance of doubt, an Acquisition Proposal does not include a proposal or offer for a Stand-Alone Plan.

- 5.** **“Actual Class 3 Ratio” means the ratio that is equal to (a) the Class 3 Claims, divided by (b) the Class 3 Claims plus \$750,000,000.**
- 6.** ~~5~~–“ADEQ” means the Arizona Department of Environmental Quality.
- 7.** ~~6~~–“Adjustment Amount” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means, as of the date that a binding determination of the Closing Accounts Amount (as such term is defined in Exhibit E to the New Plan Sponsor PSA) has been made in accordance with section 4.4 of the New Plan Sponsor PSA, the product of (a) 1.6 multiplied by (b) Agreed Working Capital minus Closing Accounts Amount. In all cases, the Adjustment Amount shall be expressed as a positive number.
- 8.** ~~7~~–“Administrative Claim” means any Claim for the payment of an Administrative Expense.
- 9.** ~~8~~–“Administrative Expense” means (a) any cost or expense of administration of the Reorganization Cases 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 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 a Debtor 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 sections 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 (as defined in the Asbestos Insurance Settlement Agreement), which shall constitute an Allowed Administrative Claim in accordance with the terms and conditions of such agreement.
- 10.** ~~9~~–“Affiliate” (and, with a correlative meaning, “affiliated”) shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means, with respect to any Person (as such term is defined in the New Plan Sponsor PSA), (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 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).

- 11.** ~~10.~~ “Agreed Working Capital” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means an amount equal to \$328 million.
- 12.** ~~11.~~ “AIG” means American International Group, Inc.
- 13.** ~~12.~~ “Allowed” means a Claim that is not a Disputed Claim and, with respect to any other Claim (other than an Unsecured Asbestos Personal Injury Claim) or Interest, (a) any Claim or Interest, proof of which was timely filed with the Bankruptcy Court or the Claims Agent, or, by order of the Bankruptcy Court, was not required to be filed, (b) any Claim or Interest that has been, or hereafter is, listed in the Schedules as liquidated in amount and not disputed or contingent, provided that any discrepancy between the Claim as listed in the Schedules and a Proof of Claim filed in connection with such Claim shall be resolved pursuant to the procedures set forth in Article XIV of the Plan, and, in (a) and (b) above, as to which (i) during the period prior to the deadline for filing objections to Proofs of Claim as set forth in Article 14.2 of the 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), or (ii) 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). “Allowed” means, with respect to any Demand or Unsecured Asbestos Personal Injury Claim, any Demand or Unsecured Asbestos Personal Injury Claim that is liquidated and allowed pursuant to the Asbestos TDP. “Allowed” also includes (a) all Claims allowed by the Bankruptcy Court by approval of: (i) the Miscellaneous Federal and State Environmental Settlement Agreement, (ii) the Residual Environmental Settlement Agreement, (iii) the Arizona NRD Settlement Agreement, (iv) the Hayden Past Cost Settlement Agreement, (v) the Mission Mine Settlement Agreement, and (vi) the Environmental Custodial Trust Settlement Agreements; and (b) all Previously Settled Environmental Claims.
- 14.** ~~13.~~ “Allowed Amount” of any Claim means the amount at which that Claim is Allowed (excluding any post-petition interest).
- 15.** ~~14.~~ “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.
- 16.** ~~15.~~ “AMC” means Americas Mining Corporation, a Delaware corporation.

- 17.** ~~16.~~ “AMC Consolidated Group” means the affiliated group of corporations having AMC as the common parent and including ASARCO NJ Subgroup and the ASARCO LLC Subgroup.
- 18.** ~~17.~~ “Amended Asbestos/AMC/Parent Agreement in Principle” means the Amended Agreement in Principle Regarding Summary Terms of Parent’s Fifth Amended Plan of Reorganization for ASARCO LLC and Subsidiaries Under Chapter 11 of the United States Bankruptcy Code among the Asbestos Claimants’ Committee, the FCR, AMC, and the Parent.
- 19.** ~~18.~~ “Ancillary Agreements” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the Assignment and Assumption Agreement, the Bill of Sale, the Transition Services Agreement, the Patent Assignment, the Trademark Assignment, the Deeds, the Leasehold Deeds, the Mortgages, the Security Agreement and the other documents to be delivered in connection therewith, Plan Sponsor Promissory Note, and the Assignment and Assumption of Ground Lease Agreement (as each such term is defined in the New Plan Sponsor PSA).
- 20.** ~~19.~~ “Applicable Law” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means, with respect to any Person (as such term is defined in the New Plan Sponsor PSA), any Law applicable to such Person or its business, properties, or assets.
- 21.** ~~20.~~ “AR Sacaton” means AR Sacaton, LLC, a Delaware limited liability company.
- 22.** ~~21.~~ “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].
- 23.** ~~22.~~ “ARSB” means AR Silver Bell, Inc., a Delaware corporation.
- 24.** ~~23.~~ “ASARCO” means ASARCO LLC, a Delaware limited liability company.
- 25.** ~~24.~~ “ASARCO Committee” means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in ASARCO’s bankruptcy case pursuant to section 1102 of the Bankruptcy Code.
- 26.** ~~25.~~ “ASARCO LLC Subgroup” means ASARCO LLC and its subsidiaries.
- 27.** ~~26.~~ “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 Corp.

- 28.** ~~27.~~ “ASARCO NJ” means the former ASARCO Incorporated, a New Jersey corporation, a predecessor of ASARCO LLC.
- 29.** ~~28.~~ “ASARCO NJ Consolidated Group” means the affiliated group of corporations consisting of ASARCO NJ and its subsidiaries for years before 1999.
- 30.** ~~29.~~ “ASARCO NJ Subgroup” means ASARCO NJ and its subsidiaries.
- 31.** ~~30.~~ “ASARCO Protected Non-Debtor Affiliate” means an entity listed in **Exhibit 1** to the Plan as such list may be amended or supplemented from time to time.
- 32.** ~~31.~~ “ASARCO Protected Parties” (each one, an “ASARCO Protected Party”) means (a) the Debtors and their predecessors; (b) the Reorganized Debtors; (c) the ASARCO Protected Non-Debtor Affiliates and their predecessors; (d) the Plan Sponsor and the Guarantor (and any of their respective Affiliates); (e) the Settling Asbestos Insurance Companies; (f) the Trusts (except to the extent that the Asbestos Trust Agreement, the Asbestos TDP, or both expressly permit litigation against the Asbestos Trust); (g) the Trustees; (h) the Asbestos TAC; (i) the FCR; (j) the Committees, including their members in their member capacities and counsel for such members solely in connection with such representation; (k) the Plan Administrator; (l) the Examiner; (m) employee benefit plan “fiduciaries” (within the meaning of section 3(21) of ERISA) who are directors or employees of a Debtor; (n) the Indenture Trustees; 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, including, without limitation, the Protected Officers and Directors; *provided, however*, that the term “ASARCO Protected Party” does not include (x) the non-Debtor named defendants in the Derivative D&O Litigation, the Burns Litigation, or the SCC Litigation or (y) Grupo México and its Affiliates other than ASARCO and ASARCO’s direct and indirect subsidiaries.
- 33.** ~~32.~~ “ASARCO Residual Assets” means all assets of ASARCO and the Other Subsidiary Debtors (including, without limitation, the Property of the Estate of such debtors) other than the Sold Assets, the Asbestos Trust Assets, the Liquidation Trust Assets, the SCC Litigation Trust Assets, the Environmental Custodial Trust Assets, and the Covington Residual Assets.
- 34.** ~~33.~~ “Asbestos/AMC/Parent Agreement in Principle” means the Agreement in Principle Regarding Summary Terms of Chapter 11 Plan for ASARCO LLC and Subsidiaries among the Asbestos Claimants’ Committee, the FCR, AMC, and the Parent.
- 35.** ~~34.~~ “Asbestos Books” means all of the books and records of each of the Debtors and Reorganized ASARCO, wherever located, to the extent that such books and records directly relate to (a) Asbestos Trust Assets; (b) Asbestos Insurance Policies including all

historical information relating to (i) such Asbestos Insurance Policies; (ii) the settlement of any such Asbestos Insurance Policies; or (iii) the coverage of Asbestos Personal Injury Claims or Demands under or pursuant to any such Asbestos Insurance Policies; or (c) any Unsecured Asbestos Personal Injury Claims or Demands, including all historical information relating to (i) Asbestos Personal Injury Claims or Demands, (ii) the settlement of any such Claims or Demands, or (iii) relevant sales, purchases, distributions, marketing, advertising, or shipping of asbestos or asbestos-containing products.

- 36.** ~~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.
- 37.** ~~36.~~—“Asbestos In-Place Insurance Coverage” means any insurance coverage, not reduced to Cash proceeds, that is or may be available as of the Effective Date to address asbestos-related Claims, remedies, liabilities, and Demands, including Asbestos 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.
- 38.** ~~37.~~—“Asbestos Insurance Action” means (a) any Avoidance Action against any Asbestos Insurance Company; (b) any claim, cause of action, or right of a Debtor or a Reorganized Debtor against any Asbestos Insurance Company concerning insurance coverage for asbestos-related Claims, remedies, liabilities, and Demands or enforcement of prepetition settlement agreements or extracontractual or statutory remedies and relief, including, without limitation, litigation, arbitration, mediation, and informal negotiations, whether past, pending, or not yet initiated; and (c) any claim, cause of action, or right of a Debtor or a Reorganized Debtor to pursue insurance recovery through available administrative or other means from any Asbestos Insurance Company that is insolvent, or has been liquidated, or is otherwise subject to statutory or legal protections against litigation.
- 39.** ~~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 a Debtor or a Reorganized Debtor for coverage under an Asbestos Insurance Policy arising from or related to asbestos-related Claims, remedies, liabilities, or Demands, including, without limitation, any such Entity that entered into a prepetition settlement agreement with a Debtor that is currently the subject of an Avoidance Action.
- 40.** ~~39.~~—“Asbestos Insurance Company Injunction” means the injunction set forth in Article 11.3(b) of the Plan in favor of the Settling Asbestos Insurance Companies.
- 41.** ~~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, or 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, including those policies listed in **Exhibit 8** to the Plan, as such exhibit may be amended or supplemented from time to time.

42. 41.—“Asbestos Insurance Recovery or Recoveries” means (a) the right to pursue and receive the benefits and proceeds of Asbestos In-Place Insurance Coverage, including, without limitation, the benefits and 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 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, without limitation, consequential, contractual, extracontractual, and statutory damages, or other proceeds, distributions, awards, or benefits; and (d) the right to pursue and receive any other recovery from an Asbestos Insurance Company, in its capacity as such.
43. 42.—“Asbestos Insurance Settlement Agreement” means any post-petition settlement agreement, set forth in **Exhibit 7** to the Plan, with a Settling Asbestos Insurance Company as such exhibit may be amended or supplemented from time to time as permitted under the Plan.
44. 43.—“Asbestos Personal Injury Claim(s)” means any unpaid Claim, remedy or liability, including all related claims, debts, obligations or liabilities, whenever and wherever arising or asserted, whether arising or accruing before or after the Petition Date, 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 therefore are known or unknown, whether or not known, unknown, or knowable before Confirmation of the 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 Debtor is alleged to be liable, whether direct or indirect and whether alleged or asserted against ASARCO or any other 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 any Claim by an employee that is not otherwise compensated by applicable law such as workers’ compensation laws, but excluding claims covered by applicable workers’ compensation laws.
45. 44.—“Asbestos Personal Injury Claimant” means the holder of an Asbestos Personal Injury Claim.

46. 45. “Asbestos Premises Liability Claim(s)” means any and all Unsecured Asbestos Personal Injury Claims against ASARCO that result from exposure to asbestos or asbestos-containing material at premises owned, leased, rented, occupied, or controlled by ASARCO (or any past or present ASARCO Protected Party or Affiliate, or any of the predecessors of ASARCO or any of their past or present Affiliates, or any other Entity for whose products and operations ASARCO allegedly has liability or is otherwise liable), including but not limited to claims that are covered under the terms and conditions of the Asbestos Insurance Policies, and specifically including, without limitation, such policies that are subject to prepetition settlement agreements for premises claims, to the extent of the coverage thereunder.
47. 46. “Asbestos Ratable Portion” means the ratio of \$750 million to the sum of (a) the aggregate Allowed Claims in Class 3 and Disputed Claims in Class 3 and (b) \$750 million.
48. 47. “Asbestos Settlement” means the compromise and settlement agreement among the Debtors, the Plan Sponsor, the Asbestos Subsidiary Committee, the Asbestos Claimants’ Committee, and the FCR regarding the Debtors’ asbestos-related liabilities, as set forth in the Sterlite Plan Agreement in Principle Term Sheet.
49. 48. “Asbestos Subsidiary Cases” means the bankruptcy cases of the Asbestos Subsidiary Debtors.
50. 49. “Asbestos Subsidiary Committee” means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Asbestos Subsidiary Cases, pursuant to section 1102 of the Bankruptcy Code.
51. 50. “Asbestos Subsidiary Debtors” means the Subsidiary Debtors that filed bankruptcy cases on April 11, 2005, including, without limitation, Lac d’Amiante du Québec Ltée; Lake Asbestos of Quebec, Ltd.; LAQ Canada, Ltd.; CAPCO Pipe Company, Inc.; and Cement Asbestos Products Company.
52. 51. “Asbestos TAC” means the Asbestos Trust Advisory Committee created pursuant to the Plan and the Asbestos Trust Agreement, as may be reconstituted from time to time in accordance with the terms thereof.
53. 52. “Asbestos TDP” means the trust distribution procedures, substantially in the form attached as Exhibit 1 to the Asbestos Trust Agreement, as such procedures may be modified from time to time in accordance with the terms thereof, the Asbestos Trust Agreement, or the Plan.
54. 53. “Asbestos Trust” means the tax-qualified settlement trust to be established pursuant to the Asbestos Trust Agreement.
55. 54. “Asbestos Trust Agreement” means the Asbestos Trust Agreement, effective as of the Effective Date, substantially in the form attached as **Exhibit 6** to the Plan, as it may be modified from time to time in accordance with the terms thereof.



- 56.** ~~55.~~ “Asbestos Trust Assets” means (a) directly or indirectly, the Asbestos Insurance Recoveries; (b) 100 percent of the interests in Reorganized Covington; (c) the Asbestos Ratable Portion of the Plan Consideration; ~~and (d) \$27.5 million Cash for purposes of Asbestos Trust Expenses;~~ **and (e) all of Reorganized ASARCO’s rights, title, and interests in and to the Plan Sponsor Promissory Note and the Security Documents.**
- 57.** ~~56.~~ “Asbestos Trust Beneficiaries” means the holders of Unsecured Asbestos Personal Injury Claims and Demands.
- 58.** ~~57.~~ “Asbestos Trust Bylaws” means the Asbestos Trust Bylaws, effective as of the Effective Date, as such bylaws may be modified from time to time in accordance with the terms of the Asbestos Trust Agreement.
- 59.** ~~58.~~ “Asbestos Trust Documents” means each of the Asbestos Trust Agreement, the Asbestos Trust Bylaws, the Asbestos TDP, and the other agreements, instruments, and documents governing the establishment, administration, and operation of the Asbestos Trust, as they may be amended or modified from time to time in accordance with the Plan or the terms of such documents.
- 60.** ~~59.~~ “Asbestos Trust Expenses” means any costs or expenses of, or imposed upon, assumed by, or in respect of, the Asbestos Trust, including loss expenses or legal expenses, except for payments to holders of Unsecured Asbestos Personal Injury Claims or Demands on account of such Unsecured Asbestos Personal Injury Claims or Demands.
- 61.** ~~60.~~ “Asbestos Trustees” means the individuals or Entities, which may include Reorganized ASARCO or a representative thereof, appointed as trustees of the Asbestos Trust under the Asbestos Trust Agreement and any successor thereto chosen in accordance with the Asbestos Trust Agreement.
- 62.** ~~61.~~ “Assumed Liabilities” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means those Liabilities described in section 3.3(a) through (g) of the New Plan Sponsor PSA that the Plan Sponsor shall assume, pay, perform, and discharge when due.
- 63.** ~~62.~~ “Augusta Defendants” means Augusta Resource (Arizona) Corporation and Augusta Resource Corporation.
- 64.** ~~63.~~ “Available Plan Funds” means the funds remaining from the Available Plan Sales Proceeds and the Distributable Cash after the Plan Administrator has (a) fully funded the Plan Administration Reserve, the Environmental Custodial Trust Administration Funding, the Environmental Custodial Trust Funding, the Liquidation Trust Expense Fund, the SCC Litigation Trust Expense Fund, and (b) paid \$27.5 million in Cash for purposes of Asbestos Trust Expenses.
- 65.** ~~64.~~ “Available Plan Sales Proceeds” means the Plan Sales Proceeds and any interest earned thereon.

66. ~~65.~~—“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, without limitation, fraudulent transfer and fraudulent conveyance laws, whether or not litigation has commenced to prosecute such causes of actions.
67. ~~66.~~—“Back-Up Bid Agreement” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means a definitive purchase and sale agreement executed by the Plan Sponsor and the Guarantor in the form of the New Plan Sponsor PSA (including Article II thereof) with only such modifications as are described in section 8.10(f) of the New Plan Sponsor PSA.
68. ~~67.~~—“Back-Up Bid Option” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the Plan Sponsor’s right, under certain circumstances, to consummate the purchase and sale of the Sold Assets and the assumption of the Assumed Liabilities in a transaction on substantially the same terms and conditions as the New Plan Sponsor PSA, pursuant to section 8.10(f) thereof.
69. ~~68.~~—“Ballot” means the form or forms distributed to holders of impaired Claims on which is to be indicated the acceptance or rejection of the Plan.
70. ~~69.~~—“Balloting Agent” means AlixPartners, LLP.
71. ~~70.~~—“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.
72. ~~71.~~—“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division.
73. ~~72.~~—“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.
74. ~~73.~~—“Bar Date” means the date(s) by which all Entities asserting certain Claims against the Debtors must have filed a Proof of Claim or be forever barred from asserting such Claims against the Debtors or their Estates, as established by any order(s) of the Bankruptcy Court or the Plan.
75. ~~74.~~—“Bar Date Order” means the order(s) entered by the Bankruptcy Court authorizing the respective Bar Date(s), including the Confirmation Order.
76. ~~75.~~—“Barclays Capital” means Barclays Capital Inc.
77. ~~76.~~—“Bid Procedures Order” means the interim order approving the Plan Sponsor procedures, entered by the Bankruptcy Court on March 25, 2008.

**78.** ~~77.~~ “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.

**79.** ~~78.~~ “Bondholder” means an Entity that holds one or more of the Bonds or the Indentures, other than any Indenture Trustee Fee Claim.

**80.** ~~79.~~ “Bondholders’ Claim” means any Claim arising under one or more of the Bonds.

**81.** ~~80.~~ “Bonds” means ASARCO’s unsecured long-term bond debt, consisting 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

**82.** ~~81.~~ “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 No. 07-00203 as the Grupo Litigation.

**83.** ~~82.~~ “Business” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the business of mining, smelting, and refining of copper and other metals as conducted by the Sellers on the date of the New Plan Sponsor PSA.

**84.** ~~83.~~ “Business Day” means any day other than a Saturday, Sunday, or legal holiday (as such term is defined in Bankruptcy Rule 9006(a)).

**85.** ~~84.~~ “CAPCO” means CAPCO Pipe Company, Inc. and Cement Asbestos Products Company.

**86.** ~~85.~~ “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.

87. ~~86.~~ “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.
88. ~~87.~~ “CBRI” means Copper Basin Railway, Inc., a Delaware corporation.
89. ~~88.~~ “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.
90. ~~89.~~ “CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*
91. ~~90.~~ “Certificate” means an instrument evidencing an Allowed Bondholders’ Claim.
92. ~~91.~~ “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.
93. ~~92.~~ “Chase” means JPMorgan Chase Bank, N.A., the issuer of the Credit Facility described in Section 2.15(b) of the Disclosure Statement.
94. ~~93.~~ “Claim” shall have the meaning assigned to such term by section 101(5) of the Bankruptcy Code.
95. ~~94.~~ “Claim Objection Deadline” shall have the meaning assigned to such term in Article 14.2(a) of the Plan.
96. ~~95.~~ “Claimant” means the holder of a Claim.
97. ~~96.~~ “Claims Agent” means AlixPartners, LLP.
98. ~~97.~~ “Class” means a category of Claims or Interests as defined in Article III of the Plan.
99. ~~98.~~ “Class 3 Claimant’s Ratable Portion” means the ratio of the amount of a particular Class 3 Claim to the sum of (a) the aggregate Allowed Claims in Class 3 and Disputed Claims in Class 3 and (b) \$750 million.
100. **“Class 3 Claims” means the aggregate amount of (a) all Allowed Claims in Class 3 plus (b) all Disputed Claims in Class 3.**
101. **“Class 3 Monetization Payment” means \$224,840,000 (which is the amount that is equal to the product of \$770,000,000, multiplied by the Preliminary Class 3 Ratio, divided by 2.5).**

- 102.** ~~99.~~ “Class A Liquidation Trust Interests” means the Liquidation Trust Interests issued to holders of Class 3 General Unsecured Claims other than Governmental Authorities with environmental claims.
- 103.** ~~100.~~ “Class A SCC Litigation Trust Beneficiaries” means the holders of Class A-1 SCC Litigation Trust Interests **and Class A-2 SCC Litigation Trust Interests.**
- 104.** **“Class A-1 SCC Litigation Trust Beneficiaries” means the holders of Class A-1 SCC Litigation Trust Interests.**
- 105.** **“Class A SCC Litigation Trust Interests” means the SCC Litigation Trust Interests issued to Other Unsecured Claimants and Sterlite.**
- 106.** ~~101.~~ “Class A-1 SCC Litigation Trust Interests” means the SCC Litigation Trust Interests issued to holders of Class 3 General Unsecured Claims other than Governmental Authorities with environmental claims.
- 107.** **“Class A-2 SCC Litigation Trust Interests” means the SCC Litigation Trust Interests allocated to Other Unsecured Claimants and issued to Sterlite.**
- 108.** ~~102.~~ “Class B Liquidation Trust Interests” means the Liquidation Trust Interests issued to holders of Class 3 General Unsecured Claims that are Governmental Authorities with environmental Claims.
- 109.** ~~103.~~ “Class B SCC Litigation Trust Beneficiaries” means the holders of Class B-1 SCC Litigation Trust Interests **and Class B-2 SCC Litigation Trust Interests.**
- 110.** **“Class B-1 SCC Litigation Trust Beneficiaries” means the holders of Class B-1 SCC Litigation Trust Interests.**
- 111.** **“Class B SCC Litigation Trust Interests” means the SCC Litigation Trust Interests issued to Governmental Environmental Claimants and Sterlite.**
- 112.** ~~104.~~ “Class B-1 SCC Litigation Trust Interests” means the SCC Litigation Trust Interests issued to holders of Class 3 General Unsecured Claims that are Governmental Authorities with environmental Claims.
- 113.** **“Class B-2 SCC Litigation Trust Interests” means the SCC Litigation Trust Interests allocated to Governmental Environmental Claimants and issued to Sterlite.**
- 114.** ~~105.~~ “Class C Liquidation Trust Interests” means the Liquidation Trust Interests issued to the Asbestos Trust.
- 115.** ~~106.~~ “Class C SCC Litigation Trust Beneficiaries” means the holders of Class C SCC Litigation Trust Interests.

- 116.** ~~407.~~ “Class C SCC Litigation Trust Interests” means the SCC Litigation Trust Interests issued to the Asbestos Trust.
- 117.** ~~408.~~ “Class D SCC Litigation Trust Interests” means the SCC Litigation Trust Interests issued to the SCC Purchasers, if any.
- 118.** **“Class E SCC Litigation Trust Interests” means the SCC Litigation Trust Interests issued to holders of Claims in Classes 6 and 7 and Interests in Class 8, if any.**
- 119.** ~~409.~~ “Closing” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the closing of the sale and purchase of the Sold Assets and the assumption of the Assumed Liabilities pursuant to the New Plan Sponsor PSA.
- 120.** ~~410.~~ “Closing Date” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the date on which the Closing occurs.
- 121.** ~~411.~~ “Coal Act” means the Coal Industry Retiree Health Benefit Act of 1992, as amended.
- 122.** ~~412.~~ “COBRA” means the Consolidated Omnibus Budget Reconciliation Act, as amended.
- 123.** ~~413.~~ “COD Income” means cancellation of indebtedness income.
- 124.** ~~414.~~ “Committees” means the ASARCO Committee, the Asbestos Subsidiary Committee, and the Asbestos Claimants’ Committee.
- 125.** ~~415.~~ “Confidentiality Agreement” means the confidentiality agreement dated July 6, 2007, between the Guarantor and ASARCO.
- 126.** ~~416.~~ “Confirmation,” “Confirmation of the Debtors’ Plan,” or “Confirmation of this Plan” means the entry of the Confirmation Order.
- 127.** ~~417.~~ “Confirmation Date” means the date on which the Confirmation Order is entered on the docket of the Bankruptcy Court or the District Court.
- 128.** ~~418.~~ “Confirmation Hearing” means the hearing(s) that will be held before the Bankruptcy Court or the District Court in which the Debtors will seek Confirmation of the Plan.
- 129.** ~~419.~~ “Confirmation Order” means the order of the Bankruptcy Court or the District Court confirming the Plan pursuant to section 1129 and other applicable sections of the Bankruptcy Code.
- 130.** ~~420.~~ “Consummation” means the occurrence of the Effective Date.



- 131.** ~~121.~~ “Contract” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means any written contract, indenture, note, bond, loan, instrument, lease, commitment, or other agreement.
- 132.** ~~122.~~ “Convenience Claim” means any Allowed Unsecured Claim, excluding Asbestos Personal Injury Claims and Bondholders’ 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.
- 133.** ~~123.~~ “Corporate Governance Stipulation” means the Stipulation and Order Regarding Corporate Governance, entered by the Bankruptcy Court on December 15, 2005.
- 134.** ~~124.~~ “Covington” means Covington Land Company, a Delaware corporation.
- 135.** ~~125.~~ “Covington Residual Assets” means assets of Covington including, without limitation, the Property of the Estate of Covington.
- 136.** ~~126.~~ “Credit Facility” means the \$5 million senior secured twelve-month credit facility issued by Chase, as discussed in Section 2.15(b) of the Disclosure Statement.
- 137.** ~~127.~~ “Creditor Constituents” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the ASARCO Committee, the Asbestos Subsidiary Committee, the FCR, the DOJ, the United Steel Workers Union, and the States of Washington, Montana, Missouri, Arizona, and Texas.
- 138.** ~~128.~~ “Cure Amount Claim” means the amount due to the non-Debtor contracting party based upon a Debtor’s defaults under an executory contract or unexpired lease at the time such contract or lease is assumed pursuant to section 365 of the Bankruptcy Code.
- 139.** ~~129.~~ “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.
- 140.** ~~130.~~ “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.
- 141.** ~~131.~~ “Debtor” means one of the Debtors.
- 142.** ~~132.~~ “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.

- 143.** ~~133.~~ “Debtors’ Glossary” as such term is used in the Disclosure Statement means this Glossary of Defined Terms for the Debtors’ Plan Documents, as such document may be further amended, supplemented, or modified from time to time.
- 144.** ~~134.~~ “Debtors’ Plan” as such term is used in the Disclosure Statement means the Sixth Amended Joint Plan of Reorganization for the Debtors Under Chapter 11 of the United States Bankruptcy Code, As Modified, filed by the Debtors, and all exhibits attached thereto or referenced therein, as the same may be amended, modified, or supplemented.
- 145.** ~~135.~~ “Debtors’ Plan Documents” as such term is used in the Disclosure Statement 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.
- 146.** ~~136.~~ “Deemed Value” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means, in respect of the Purchase Price or a Superior Proposal, the aggregate dollar value to the Sellers of all cash and non-cash (as applicable) consideration comprising the Purchase Price or Superior Proposal, as applicable, as determined by the board of directors of ASARCO after consultation with its financial and legal advisors, the Creditor Constituents, and such other advisors as the board of directors of ASARCO chooses, in its sole discretion, to consult.
- 147.** ~~137.~~ “Definitive Agreement” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means a binding definitive written agreement, enforceable against the parties thereto, that effects the consummation of a Superior Proposal. A Definitive Agreement does not include an executed letter of intent or any other preliminary written agreement, nor does it include any oral or written agreement in principle or acceptance of an offer or bid by any Person.
- 148.** ~~138.~~ “Delaware Trustee” means the Entity or Entities appointed under the Asbestos Trust Agreement, the Liquidation Trust Agreement, and the SCC Litigation Trust Agreement to fulfill the requirement of section 3807 of the Delaware Statutory Trust Act, 12 DEL. CODE ANN. § 3807.
- 149.** ~~139.~~ “Demand” means a demand, 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 the Plan in the Reorganization Cases; (b) arises out of the same or similar conduct or events that gave rise to an Asbestos Personal Injury Claim; and (c) pursuant to the Plan is to be paid by the Asbestos Trust.

- 150.** ~~140.~~ “Deposit” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the funds in the aggregate amount of \$125 million that the Plan Sponsor shall make available to ASARCO pursuant to section 4.2 of the New Plan Sponsor PSA.
- 151.** ~~141.~~ “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.
- 152.** ~~142.~~ “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.
- 153.** ~~143.~~ “Designated Properties” means each parcel of real property generally identified in **Exhibit 10** to the Plan under the heading Designated Properties.
- 154.** ~~144.~~ “DIP Agent” means The CIT Group/Business Credit, Inc., the Entity that provided the DIP Facility to ASARCO.
- 155.** ~~145.~~ “DIP Facility” means the debtor-in-possession credit facility provided by the DIP Agent to ASARCO.
- 156.** ~~146.~~ “Discharge Injunction” means the permanent injunction set forth in Article 11.2 of the Plan.
- 157.** ~~147.~~ “Disclosure Order” means the order entered by the Bankruptcy Court on July 2, 2009, approving the Disclosure Statement, a copy of which is attached to the Disclosure Statement as **Exhibit C**.
- 158.** ~~148.~~ “Disclosure Schedule” shall have the meaning assigned to the term “Seller Disclosure Schedule” in the New Plan Sponsor PSA, which for reference purposes only means the disclosure schedule delivered to the Plan Sponsor pursuant to the New Plan Sponsor PSA.
- 159.** ~~149.~~ “Disclosure Statement” means the Joint Disclosure Statement in Support of the Respective Plans of Reorganization Proposed by (1) the Debtors; (2) ASARCO Incorporated and Americas Mining Corporation; and (3) Harbinger Capital Partners Master Fund I, Ltd., including all exhibits attached thereto, pursuant to section 1125 of the Bankruptcy Code and approved by the Bankruptcy Court, as such Disclosure Statement may be further amended, supplemented, or modified from time to time.
- 160.** ~~150.~~ “Disclosure Statement Approval Date” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the date on which the Disclosure Statement (as such term is defined in the New Plan Sponsor PSA) shall have been approved by the Bankruptcy Court.
- 161.** ~~151.~~ “Disputed Claim” means a Claim (other than an Asbestos Personal Injury Claim) that is not an Allowed Claim, including a Claim, in whole or in part: (a) that is 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 a Debtor, Reorganized ASARCO, the Plan Administrator, the Asbestos 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) that is otherwise disputed by a Debtor, Reorganized ASARCO, the Plan Administrator, the Asbestos 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.

- 162.** ~~152.~~ “Disputed Claims Reserve” means a reserve for any distributions to be set aside by the Plan Administrator pursuant to Article 13.8 of the Plan on account of Disputed Claims.
- 163.** ~~153.~~ “Disputed Secured Claims Reserve” means the escrow account(s) established by the Plan Administrator pursuant to Article 13.8 of the Plan on account of allegedly Secured Claims that are Disputed Claims.
- 164.** ~~154.~~ “Distributable Cash” means unrestricted Cash on hand with the Debtors on the Effective Date, plus interest earned thereon, if any.
- 165.** ~~155.~~ “Distribution Record Date” means the close of business on the Confirmation Date.
- 166.** ~~156.~~ “District Court” means the United States District Court for the Southern District of Texas.
- 167.** ~~157.~~ “DOJ” means the United States Department of Justice, Environment & Natural Resources Division.
- 168.** ~~158.~~ “DTC” means the Depository Trust Company.
- 169.** ~~159.~~ “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].
- 170.** ~~160.~~ “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 Plan have been satisfied, or waived pursuant to Article 9.2 of the Plan.
- 171.** ~~161.~~ “Effective Order” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means a Plan Confirmation Order entered by the Bankruptcy Court or the United States District Court that has jurisdiction over the Bankruptcy Cases (as such term is defined in the New Plan Sponsor PSA): (a) which the time to appeal or seek certiorari, review, reargument, stay, or rehearing has expired or has been waived; or (b) as to which an appeal, petition for certiorari, review, reargument, stay, or rehearing has been filed, but no stay of the Plan Confirmation Order has been granted or is in effect (and no request for such stay is pending); provided, that

no order or judgment shall fail to be an “Effective Order” solely because of the possibility that a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code, Rule 59 or 60 of the Federal Rules of Civil Procedure, or Rule 9024 of the Bankruptcy Rules may be filed with respect to such order or judgment.

- 172.** ~~162.~~ “El Paso Paving SEP Claim” means the City of El Paso’s claim related to the paving supplemental environmental project.
- 173.** ~~163.~~ “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].
- 174.** ~~164.~~ “ELT/ES” means ELT Houston, LLC and EnergySolutions, LLC.
- 175.** ~~165.~~ “Employee Benefit Plan” shall have the meaning assigned to the term “Seller Employee Benefit Plan” in the New Plan Sponsor PSA, which for reference purposes only 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 the Sellers or with respect to which any of the Sellers or their Affiliates have any obligation or liability.
- 176.** ~~166.~~ “Entity” shall have the meaning assigned to such term by section 101(15) of the Bankruptcy Code.
- 177.** ~~167.~~ “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].
- 178.** ~~168.~~ “Environmental Agencies” means Governmental Units whose responsibilities include enforcement and oversight of Environmental Law.
- 179.** ~~169.~~ “Environmental Custodial Trust(s)” means the custodial trusts to be established pursuant to the various Environmental Custodial Trust Agreements.
- 180.** ~~170.~~ “Environmental Custodial Trust Accounts” means the Custodial Trust Environmental Cost Accounts and the Custodial Trust Administrative Accounts.
- 181.** ~~171.~~ “Environmental Custodial Trust Administration Funding” means the Cash that ASARCO shall allocate and disburse to the various Environmental Custodial Trusts for administration of the Designated Properties, as set forth in **Exhibit F-1** to the Disclosure Statement.

- 182.** ~~172.~~ “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.
- 183.** ~~173.~~ “Environmental Custodial Trust Assets” means the Designated Properties and related contracts, fixtures, and personalty to be transferred to the Environmental Custodial Trusts in accordance with the Environmental Custodial Trust Settlement Agreements, the Environmental Custodial Trust Administration Funding, and the Environmental Custodial Trust Funding.
- 184.** ~~174.~~ “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.
- 185.** ~~175.~~ “Environmental Custodial Trust Funding” means Cash in the total aggregate amount of approximately \$261.3 million that ASARCO shall allocate and disburse to the various Environmental Custodial Trusts for remediation and restoration of, and other environmental costs related to, the Designated Properties, as further described in the Environmental Custodial Trust Settlement Agreements.
- 186.** ~~176.~~ “Environmental Custodial Trust Settlement Agreements” means the settlement agreements with EPA or other Environmental Agencies relating to the Designated Properties.
- 187.** ~~177.~~ “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.
- 188.** ~~178.~~ “Environmental Law” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only 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.



- 189.** ~~179.~~ “EPA” means the United States Environmental Protection Agency.
- 190.** ~~180.~~ “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- 191.** ~~181.~~ “Estate” means a Debtor’s bankruptcy estate created pursuant to section 541 of the Bankruptcy Code on its Petition Date.
- 192.** ~~182.~~ “Examiner” means Michael Denis Warner in his capacity as examiner of the Debtors.
- 193.** ~~183.~~ “Exchange Act” means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.
- 194.** ~~184.~~ “Excluded Assets” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the properties, assets, and rights of any Seller described in section 3.2 of the New Plan Sponsor PSA that are expressly excluded from the transactions contemplated by the New Plan Sponsor PSA and are not included in the Sold Assets.
- 195.** ~~185.~~ “FCR” means Judge Robert C. Pate, who was appointed by the Bankruptcy Court pursuant to section 524(g) of the Bankruptcy Code to represent future asbestos-related claimants and 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 in order to exercise the functions, rights, duties, powers, and privileges set forth in the Asbestos Trust Documents.
- 196.** ~~186.~~ “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.
- 197.** ~~187.~~ “FFIC” means Fireman’s Fund Insurance Company.
- 198.** ~~188.~~ “Fifth Amended Disclosure Statement” means the Disclosure Statement in Support of the Debtors’ Fifth Amended Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code, filed by the Debtors on May 11, 2009.
- 199.** ~~189.~~ “Fifth Amended Plan” means the Debtors’ Fifth Amended Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code, filed by the Debtors on May 11, 2009.
- 200.** ~~190.~~ “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; (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.

2. ~~191.~~ “First L/C” shall have 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.
3. ~~192.~~ “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.
4. ~~193.~~ “Forfeited Distributions” means funds in the Undeliverable and Unclaimed Distribution Reserve that remain unclaimed or otherwise undeliverable to the Claimant entitled thereto.
5. ~~194.~~ “General Unsecured Claim” means an Unsecured Claim that is not an Unsecured Asbestos Personal Injury Claim, a Convenience Claim, a Late-Filed Claim, or a Subordinated Claim.
6. ~~195.~~ “Glencore” means Glencore Ltd. and its partners.
7. ~~196.~~ “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.
8. ~~197.~~ “Glossary” as such term is used in the Plan Documents other than the Disclosure Statement means this Glossary of Defined Terms for the Debtors’ Plan Documents, as such Glossary may be further amended, supplemented, or modified from time to time.
9. ~~198.~~ “Governmental Authority” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only 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.

10. ~~199.~~ “Governmental Environmental Claimants” means the Governmental Authorities that hold (a) environmental Claims relating to the sites listed in **Exhibit 12** to the Plan or (b) the Residual Environmental Claims.
11. ~~200.~~ “Governmental Unit” shall have the meaning assigned to such term by section 101(27) of the Bankruptcy Code.
12. ~~201.~~ “Grupo Litigation” means the claims and causes of action of the Debtors against Grupo México that are pending in the District Court as Civil Action No. 07-00203.
13. ~~202.~~ “Grupo México” means Grupo México S.A.B. de C.V., ASARCO’s ultimate parent company.
14. ~~203.~~ “Guarantor” means Sterlite Industries (India) Ltd., an Indian limited liability company.
15. ~~204.~~ “Harbinger” means Harbinger Capital Partners Master Fund I, Ltd.
16. ~~205.~~ “Harbinger’s Glossary” means the Glossary of Defined Terms for Harbinger’s Plan Documents prepared by Harbinger and attached to the Disclosure Statement as **Exhibit A-3**, as such document may be amended, supplemented, or modified from time to time.
17. ~~206.~~ “Harbinger’s Plan” means the Second Amended Chapter 11 Plan Filed by Harbinger Capital Partners Master Fund I, Ltd., and all exhibits attached thereto or referenced therein, as the same may be amended, modified, or supplemented.
18. ~~207.~~ “Harbinger’s Plan Documents” means Harbinger’s Plan, the Disclosure Statement, and all documents, attachments, and exhibits attached to Harbinger’s Plan or the Disclosure Statement that aid in effectuating Harbinger’s Plan, as the same may be amended, modified, or supplemented.
19. ~~208.~~ “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.
20. ~~209.~~ “Hayden Settlement Agreement” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only 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.
21. ~~210.~~ “Hazardous Materials” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only 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

asbestos or asbestos-containing material, petroleum or petroleum additive substances, polychlorinated biphenyls, or sewage.

22. ~~211.~~ “Hourly Plan” means the Retirement Income Plan for Hourly-Rated Employees of ASARCO LLC.
23. ~~212.~~ “Hourly and Salaried Plans” means the Hourly Plan and the Salaried Plan.
24. ~~213.~~ “HSR Act” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.
25. ~~214.~~ “Indemnification Escrow” means the escrow account in the amount of \$20 million to address Reorganized ASARCO’s anticipated indemnification obligations arising under the Plan or separate order of the Bankruptcy Court, to be established pursuant to Article 11.8(b) of the Plan.
26. ~~215.~~ “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.
27. ~~216.~~ “Indenture Trustees” means 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.
28. ~~217.~~ “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 $\frac{7}{8}$ % Debentures due 2013.

- 29.** ~~218.~~—“Initial Administrative Claims Bar Date” means September 19, 2008, the date established by the Bankruptcy Court for filing Administrative Claims that arose after the Petition Date but prior to the Initial Administrative Claims Bar Date.
- 30.** ~~219.~~—“Initial Distribution Date” means the date on which ASARCO makes the Initial Distributions under the Plan, which shall be the Effective Date.
- 31.** ~~220.~~—“Initial Distributions” means the distributions to be made by Reorganized ASARCO, including those to holders of Allowed Claims and to the Trusts, on the Initial Distribution Date.
- 32.** ~~221.~~—“Injunctions” means the Discharge Injunction, the Permanent Channeling Injunction, and the Asbestos Insurance Company Injunction issued by the Bankruptcy Court, the District Court, or both in the Reorganization Cases.
- 33.** ~~222.~~—“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.
- 34.** ~~223.~~—“Intercompany Claims” means any Claims held by one Debtor, CBRI, or Silver Bell against another Debtor, CBRI, or Silver Bell.
- 35.** ~~224.~~—“Interest” means the rights of the holders of the equity securities of a Debtor 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.
- 36.** ~~225.~~—“Interior” means the United States Department of the Interior.
- 37.** ~~226.~~—“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.
- 38.** ~~227.~~—“Inventory” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the inventories of raw materials, in-

process and finished products of the Business, including, supplies, materials, and spare parts but excluding, to the extent owned by a Seller, materials provided to a Seller pursuant to Tolling Arrangements or Exchange Arrangements (as such term is defined in Exhibit E to the New Plan Sponsor PSA).

- 39.** ~~228.~~ “Investment Company Act” means the Investment Company Act of 1940, as amended, together with the rules and regulations promulgated thereunder.
- 40.** ~~229.~~ “IRS” means the Internal Revenue Service.
- 41.** ~~230.~~ “LAQ” means Lac d’Amiante du Québec Ltée., Lake Asbestos of Quebec, Ltd., and LAQ Canada, Ltd.
- 42.** ~~231.~~ “Late-Filed Claims” means those Class 6 Unsecured Claims (a) evidenced by Proofs of Claim filed after the applicable Bar Date but on or prior to the Voting Record Date and (b) that have not been determined as of the Confirmation Date to satisfy the excusable neglect standard under Bankruptcy Rule 9006. “Late-Filed Claims” does not include (a) Unsecured Asbestos Personal Injury Claims (or Demands) that are filed after the applicable Bar Date, which shall be dealt with exclusively pursuant to the Asbestos TDP and (b) the Allowed Claim for the Terrible Mine Site under the Miscellaneous Federal and State Environmental Settlement Agreement.
- 43.** ~~232.~~ “Law” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means any federal, tribal, state, or local or provincial law (including common law), statute, code, ordinance, rule, regulation, executive order, Order, administrative or judicial decision, judgment, or decree, or other requirement enacted, promulgated, issued, or entered by a Governmental Authority.
- 44.** ~~233.~~ “Leasehold Property” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means all leases, subleases, licenses, or other agreements relating to the occupancy of real property identified in section 3.1(e)(i) of the Disclosure Schedule, together with all of the Sellers’ right, title, and interest in and to all fixtures and improvements located thereon and all appurtenances, rights, easements, rights-of-way, and other interests incidental thereto, leased, subleased, licensed, or occupied by the Sellers and used or held for use in the Business.
- 45.** ~~234.~~ “Legal Proceeding” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only 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.
- 46.** ~~235.~~ “Lehman Brothers” means Lehman Brothers Inc.
- 47.** ~~236.~~ “Letters of Credit” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means, collectively, the First L/C, the Second L/C, and the Third L/C.



48. ~~237.~~ “Liabilities” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means any and all debts, losses, liabilities, claims (including claims as defined in the Bankruptcy Code), damages, demands under section 524(g) of the Bankruptcy Code, 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 under the New Plan Sponsor PSA).
49. ~~238.~~ “LIBOR” means London interbank offered rate of interest.
50. ~~239.~~ “Lien” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means any lien, pledge, mortgage, deed of trust, security interest, attachment, levy, or other encumbrance affecting title.
51. ~~240.~~ “Liquidation Analysis” means the liquidation analysis attached as **Exhibit E** to the Disclosure Statement.
52. ~~241.~~ “Liquidation Trust” means that certain liquidation trust to be formed on the Effective Date pursuant to the Liquidation Trust Agreement.
53. ~~242.~~ “Liquidation Trust Agreement” means the form of trust agreement, effective as of the Effective Date, substantially in the form attached as **Exhibit 4** to the Plan, as it may be modified from time to time in accordance with the terms thereof or Article 6.1 of the Plan.
54. ~~243.~~ “Liquidation Trust Beneficiaries” means the holders of Liquidation Trust Interests.
55. ~~244.~~ “Liquidation Trust Board” means the group of three Persons selected in accordance with the provisions of the Liquidation Trust Agreement.
56. ~~245.~~ “Liquidation Trust Claims” means those certain Litigation Claims that are transferred to the Liquidation Trust pursuant to the Plan, as listed in **Exhibit 14-B** to the Plan.
57. ~~246.~~ “Liquidation Trust Expense Fund” means the Cash in the amount of \$5 million to be transferred to the Liquidation Trustee by the Debtors on the Effective Date, together with all additions thereto in accordance with the Liquidation Trust Agreement, in order to fund the operations of the Liquidation Trust.
58. ~~247.~~ “Liquidation Trust Interests” means the beneficial interests in the Liquidation Trust.
59. ~~248.~~ “Liquidation Trust Proceeds” means all proceeds recovered by the Liquidation Trustee from the assets of the Liquidation Trust, including, without limitation, ~~proceeds~~

~~from the Plan Sponsor Promissory Note and all proceeds from the prosecution, compromise, and settlement of the Liquidation Trust Claims, all of which shall be assets of the Liquidation Trust and held as a part thereof.~~

60. ~~249.~~ “Liquidation Trust Register” means the register maintained by the Liquidation Trustee with the names, addresses, and number of Liquidation Trust Interests of the Liquidation Trust Beneficiaries.
61. ~~250.~~ “Liquidation Trust Registrar” means the Entity appointed by the Liquidation Trustee for the purpose of recording ownership of the Liquidation Trust Interests.
62. ~~251.~~ “Liquidation Trust Reserve” means the reserve established and administered by the Plan Administrator to provide additional funding, as needed from time to time, to the Liquidation Trust Expense Fund.
63. ~~252.~~ “Liquidation Trust Tax Owners” means the Liquidation Trust Beneficiaries and Reorganized ASARCO (to the extent of its retained interest in the Liquidation Trust for federal income tax purposes).
64. ~~253.~~ “Liquidation Trustee” means the Person appointed as trustee of the Liquidation Trust under the Liquidation Trust Agreement and any successor thereto chosen in accordance with such agreement.
65. ~~254.~~ “Litigation Claims” means any of the Debtors’ causes of action, including, without limitation, the Burns Litigation, the Derivative D&O Litigation, the MRI Litigation, the SCC Litigation, and any other Avoidance Actions.
66. ~~255.~~ “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.
67. ~~256.~~ “LMI Agreement” means the Confidential Settlement Agreement and Release dated July 13, 2006, by and between ASARCO and certain Participating LMI.
68. ~~257.~~ “Madera Property” means the real property owned by ASARCO in Madera Canyon, Santa Cruz County, Arizona, which shall vest in Reorganized Covington pursuant to the Plan.
69. ~~258.~~ “Manipulative Breach” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means an intentional and willful material breach by ASARCO of its obligations under sections 8.2(d) (but only as it relates to Sold Assets other than Inventory or Included Receivables (as such term is defined in Exhibit E to the New Plan Sponsor PSA)), 8.7(a), (b), and (d), or 8.10(b) and (d) of the New Plan Sponsor PSA that gives rise to a termination right pursuant to section 13.1(j) thereof and such act or omission giving rise to such breach was performed with the intent to materially breach the New Plan Sponsor PSA and to prevent the Closing thereunder, as determined by the Bankruptcy Court, after notice and opportunity to be heard, which may be on an expedited basis.

70. ~~259.~~ “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 Bondholders.
71. ~~260.~~ “MDEQ” means the State of Montana *ex rel.* the Montana Department of Environmental Quality.
72. ~~261.~~ “Miscellaneous Federal and State Environmental Claims” means those Claims filed by a federal or state government in the Reorganization Cases and addressed by the Miscellaneous Federal and State Environmental Settlement Agreement.
73. ~~262.~~ “Miscellaneous Federal and State Environmental Settlement Agreement” means the settlement agreement between ASARCO and holders of Miscellaneous Federal and State Environmental Claims.
74. ~~263.~~ “Miscellaneous Plan Administration Accounts” means the Disputed Claims Reserve, the Unpaid Cure Claims Reserve, the Disputed Secured Claims Reserves (if any), the Prepetition ASARCO Environmental Trust Escrow, the Indemnification Escrow, the Undeliverable and Unclaimed Distribution Reserve, the Vested Causes of Action Escrow, the Liquidation Trust Reserve, and the SCC Litigation Trust Reserve.
75. ~~264.~~ “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.
76. ~~265.~~ “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 Plan as **Exhibit 15**.
77. ~~266.~~ “Mission Mine Unexpired Agreements” means the agreements that ASARCO assumed in the Mission Mine Settlement Agreement and which are to be assigned to the Plan Sponsor pursuant to the Plan.
78. ~~267.~~ “Missouri Guaranty Corporation” means the Missouri Private Sector Individual Self-Insurers Guaranty Corporation.
79. ~~268.~~ “Mitsui” means Mitsui & Co. (U.S.A.), Inc., a New York corporation.
80. ~~269.~~ “Monetary Award” means the additional shares of SCC Stock in an amount equaling twice the value of \$1,382,307,216.75, that forms part of the SCC Final Judgment.
81. ~~270.~~ “Montana DLI” means the Montana Department of Labor and Industry’s Division of Employee Relations.
82. ~~271.~~ “Montana Guaranty Fund” means the Montana Self-Insurers Guaranty Fund.
83. ~~272.~~ “MRI” means Montana Resources, Inc.

- 84.** ~~273.~~ “MRI Litigation” means the claims and causes of action of the Debtors asserted in Adversary No. 07-02024, pending in the Bankruptcy Court.
- 85.** ~~274.~~ “MR Partnership” means Montana Resources general partnership, a Montana-based, mining-operations partnership in which ASARCO and MRI were partners.
- 86.** ~~275.~~ “Nation” means the Tohono O’odham Nation.
- 87.** ~~276.~~ “New Plan Sponsor PSA” means the Settlement and Purchase and Sale Agreement dated as of March 6, 2009, among ASARCO, ARSB, CBRI, Santa Cruz, the Plan Sponsor, and the Guarantor, and the amendments thereto, attached to the Disclosure Statement as **Exhibit M.**
- 88.** ~~277.~~ “NJDEP” means the New Jersey Department of Environmental Protection.
- 89.** ~~278.~~ “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.
- 90.** ~~279.~~ “Non-Debtor Sellers” means ARSB, CBRI, and Santa Cruz.
- 91.** ~~280.~~ “Non-Target Properties” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means all real property that is not (a) a Real Property or (b) a Silver Bell Property.
- 92.** ~~281.~~ “Nonmonetary Award” means the 260,093,694 shares of SCC Stock that forms part of the SCC Final Judgment.
- 93.** ~~282.~~ “Order” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means any final and non-appealable order, injunction, judgment, stipulation, decree, ruling, writ, assessment, or arbitration award issued by a Governmental Authority or any legally binding and enforceable conciliation or settlement agreement with any Governmental Authority.
- 94.** ~~283.~~ “Ordinary Course of Business” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the ordinary conduct of business of the Sellers, taken as a whole, relating to the Business, either (a) consistent with past practice during the pendency of and, as applicable, taking into account the Bankruptcy Cases (as such term is defined in the New Plan Sponsor PSA), or (b) consistent with reasonably prudent management of the Business (as determined by the board of directors in its business judgment) in response to economic and industry conditions.
- 95.** ~~284.~~ “Original Plan Sponsor PSA” means the Purchase and Sale Agreement dated as of May 30, 2008, among ASARCO, ARSB, CBRI, Santa Cruz, the Plan Sponsor, and the Guarantor.

- 96.** ~~285.~~ “Other Subsidiary Debtors” means the Subsidiary Debtors other than the Asbestos Subsidiary Debtors.
- 97.** ~~286.~~ “Other Unsecured Claimants” means all holders of Claims in Class 3 other than Governmental Environmental Claimants.
- 98.** ~~287.~~ “Paid in Full” means paid in Cash (a) the Allowed Amount of the holder’s Claim and (b) to the extent that the Bankruptcy Court determines in connection with Confirmation that there is sufficient Plan Consideration, (1) Post-Petition Interest calculated at the Plan Rate (unless the Bankruptcy Court determines as to any particular Claim or any group of Claims that another rate shall apply, in which case interest at such other rate) ~~and~~; (2) attorneys’ fees and other costs and expenses as permitted under applicable law with respect to a particular Claim; and (3) the Bondholders’ subordinated Claims pursuant to the agreement between ASARCO and the Bondholders.
- 99.** ~~288.~~ “Parent” means ASARCO Incorporated, a Delaware corporation.
- 100.** ~~289.~~ “Parent’s Glossary” means the Glossary of Defined Terms for the Parent’s Plan Documents prepared by the Parent and AMC and attached to the Disclosure Statement as Exhibit A-2, as such document may be amended, supplemented, or modified from time to time.
- 101.** ~~290.~~ “Parent’s Plan” means ASARCO Incorporated and Americas Mining Corporation’s Modified Fifth 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.
- 102.** ~~291.~~ “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, as the same may be amended, modified, or supplemented.
- 103.** ~~292.~~ “Participating LMI” means the Participating London Market Companies that are parties to the LMI Agreement.
- 104.** ~~293.~~ “PBGC” means the Pension Benefit Guaranty Corporation.
- 105.** ~~294.~~ “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.
- 106.** ~~295.~~ “Permanent Channeling Injunction” means the injunction set forth in Article 11.3(a) of the Plan.
- 107.** ~~296.~~ “Permitted Liens” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means (a) all Liens set forth in section 1.1A of the Disclosure Schedule; (b) statutory Liens for current taxes, assessments, or

other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings, to the extent that a reserve has been established therefore or such amount has been deposited with the appropriate Governmental Authority or other adjudicating Person (as such term is defined in the New Plan Sponsor PSA); (c) mechanic's, materialman's, warehouseman's, carrier's, and similar liens for labor, materials, or supplies, as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect; (d) purchase money security interests arising in the Ordinary Course of Business; (e) any Lien arising out of a Tolling Arrangement or Exchange Arrangement (as such term is defined in Exhibit E to the New Plan Sponsor PSA), to the extent not arising out of a breach of such Tolling Arrangement or Exchange Arrangement; (f) rights of landlords in respect of any Leasehold Property where the applicable lease is not in default; (g) any Lien that, pursuant to section 363(f) of the Bankruptcy Code, will be released upon entry of the Plan Confirmation Order; and (h) such other Liens as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

- 108.** ~~297.~~ "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 by section 101(41) of the Bankruptcy Code, but excluding any Governmental Unit. [Note that this definition diverges from the definition set forth in the New Plan Sponsor PSA in that the Glossary, similar to the Bankruptcy Code, excludes Governmental Units.]
- 109.** ~~298.~~ "Petition Date" means, as to each Debtor, the date on which the Debtor's bankruptcy case was commenced by the filing of a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
- 110.** ~~299.~~ "Plan" as used in the Plan Documents other than the Disclosure Statement means the Sixth Amended Joint Plan of Reorganization for the Debtors Under Chapter 11 of the United States Bankruptcy Code, As Modified, filed by the Debtors, and all exhibits attached thereto or referenced therein, as the same may be amended, modified, or supplemented.
- 111.** ~~300.~~ "Plan Administration Account" means the bank account(s) that the Plan Administrator shall establish, other than any general accounts established by the Plan Administrator and the Miscellaneous Plan Administration Accounts.
- 112.** ~~301.~~ "Plan Administration Agreement" means the form of agreement with the Plan Administrator, effective as of the Effective Date, substantially in the form attached as **Exhibit 3** to the Plan, as it may be modified from time to time in accordance with the terms thereof.
- 113.** ~~302.~~ "Plan Administration Committee" means the three-member committee appointed pursuant to the Plan Administration Agreement to consult with and advise the Plan Administrator.



- 114.** ~~303.~~ “Plan Administration Reserve” means the funds placed in the Plan Administration Account (and any subaccounts), the Miscellaneous Plan Administration Accounts, and any general accounts established by the Plan Administrator.
- 115.** ~~304.~~ “Plan Administrator” means the Entity that shall (a) make distributions under the Plan to Claimants (other than the Unsecured Asbestos Personal Injury Claimants) and the Asbestos Trust after the Initial Distribution Date; (b) prosecute, settle, or otherwise resolve (1) any objections to Claims and (2) the Vested Causes of Action; (c) serve as Reorganized ASARCO’s sole officer and director; (d) operate the business of Reorganized ASARCO; and (e) perform the other duties assigned to such Entity by the Plan, the Plan Administration Agreement, or the Confirmation Order.
- 116.** ~~305.~~ “Plan Confirmation Order” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means an order of the Bankruptcy Court or the United States District Court that has jurisdiction over the Bankruptcy Cases (as such term is defined in the New Plan Sponsor PSA), that, to the extent the order relates to the New Plan Sponsor PSA, the Plan Sponsor (and the Guarantor), or the transactions contemplated thereunder is reasonably satisfactory to the Plan Sponsor, and in a form acceptable to the Sellers in all respects, approving the New Plan Sponsor PSA and all of the terms and conditions thereof, and approving and authorizing the Sellers to consummate the transactions contemplated thereby, including the transfer of the Sold Assets to the Plan Sponsor. The Plan Confirmation Order shall find and provide, among other things, that (a) the transfer of the Sold Assets by the Sellers to the Plan Sponsor pursuant to the New Plan Sponsor PSA (1) will be legal, valid, and effective transfers of the Sold Assets; (2) will vest the Plan Sponsor with all right, title, and interest of the Sellers in and to the Sold Assets, free and clear of any Liens, claims, interests, and encumbrances, other than Permitted Liens and the Assumed Liabilities, pursuant to section 363(f) of the Bankruptcy Code (including any right of setoff, recoupment, netting, or deduction); (3) constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and under Applicable Law; and (4) qualifies for exemption under section 1146(c) of the Bankruptcy Code such that Transaction Taxes (as such term is defined in the New Plan Sponsor PSA) will be exempted pursuant to, and to the fullest extent allowed by, section 1146(c) of the Bankruptcy Code; (b) the transactions contemplated by the New Plan Sponsor PSA are undertaken by the Plan Sponsor and ASARCO at arm’s length, without collusion, and in good faith within the meaning of section 363(m) of the Bankruptcy Code; (c) ASARCO has complied with the notice requirements of Rules 2002, 6004, 6006, and 9014 of the Bankruptcy Rules and any applicable rules of the Bankruptcy Court with respect to the transactions contemplated by the New Plan Sponsor PSA, the Ancillary Agreements, and by all other agreements, documents, and instruments contemplated in connection with the New Plan Sponsor PSA; (d) ASARCO has satisfied all of the requirements of, and are authorized pursuant to, section 363(b) and (f) of the Bankruptcy Code to enter into the New Plan Sponsor PSA and to consummate the transactions contemplated thereby; and (e) present and future asbestos claims and demands are enjoined from being asserted against ASARCO; ASARCO’s officers, directors, and Subsidiaries; the Plan Sponsor, the Guarantor, and the Sold Assets (and against any officer, director, Affiliate, or assets of

the Plan Sponsor or Guarantor) pursuant to a channeling injunction issued in compliance with section 524(g) of the Bankruptcy Code.

- 117.** ~~306.~~ “Plan Consideration” means (a) the Available Plan Funds remaining after Allowed Administrative Claims, Priority Tax Claims, and Claims in Classes 1, 2, and 5 have been paid pursuant to the Plan; (b) the Liquidation Trust Interests; and (c) the SCC Litigation Trust Interests.
- 118.** ~~307.~~ “Plan Documents” means the Plan, the Disclosure Statement, and all documents, attachments, and exhibits attached to the Plan or the Disclosure Statement that aid in effectuating the Plan, including, without limitation, the Asbestos Trust Documents, as the same may be amended, modified, or supplemented, in accordance with their terms.
- 119.** ~~308.~~ “Plan Rate” means the rate at which Post-Petition Interest is calculated on the Allowed Amount of a Claim, which under the Plan is the federal judgment rate in accordance with section 1961 of title 28 of the United States Code.
- 120.** ~~309.~~ “Plan Sales Proceeds” means the \$1.1 billion in Cash to be paid by the Plan Sponsor in connection with its purchase of the Sold Assets.
- 121.** ~~310.~~ “Plan Sponsor” means Sterlite (USA), Inc., a Delaware corporation.
- 122.** ~~311.~~ “Plan Sponsor Promissory Note” shall have the meaning assigned to the term “Purchaser Promissory Note” in the New Plan Sponsor PSA, which for reference purposes only means a promissory note in the principal amount of \$770 million ~~(as may be~~ **207,900,000 (which is the amount equal to the product of \$770,000,000 multiplied by the Preliminary Class 4 Ratio) (as adjusted pursuant to section** ~~Section~~ **4.3(c), (d) and (e) of the New Plan Sponsor PSA and section 2.7 of the Plan Sponsor Promissory Note)** ~~Section 2.7 therein) which shall be~~ issued at Closing by the Plan Sponsor to Reorganized ASARCO **Sterlite to the Asbestos Trust** (or such other person **Person** as ASARCO may designate in accordance with the Plan) **and** in the form of Exhibit D to the New Plan Sponsor PSA.
- 123.** ~~312.~~ “Plans” means the Debtors’ Plan, the Parent’s Plan, and Harbinger’s Plan.
- 124.** ~~313.~~ “Post-Petition Interest” means interest on an Allowed Claim or any unpaid portion thereof, from August 10, 2005 to and including five Business Days immediately prior to the date a distribution is made, until such amounts are fully satisfied. After the Effective Date, interest shall accrue on any unpaid portion of an Allowed Claim and on any unpaid post-petition interest at the Plan Rate and to the same extent.
- 125.** **“Preliminary Class 3 Ratio” means 73 percent**
- 126.** **“Preliminary Class 4 Ratio” means 27 percent.**
- 127.** ~~314.~~ “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.

- 128.** ~~315.~~ “Prepetition ASARCO Environmental Trust Escrow” means the escrow account established pursuant to Article 10.8(c) of the Plan.
- 129.** ~~316.~~ “Previously Settled Environmental Claims” means those Claims filed by a federal or state government, an Indian tribe, or a PRP in the Reorganization Cases that are listed on a site-by-site basis in **Exhibit 11-A** to the Plan.
- 130.** ~~317.~~ “Previously Settled Environmental Sites” means the sites relating to the Previously Settled Environmental Claims.
- 131.** ~~318.~~ “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.
- 132.** ~~319.~~ “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.
- 133.** ~~320.~~ “Privileges” means any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether electronic, written, or oral).
- 134.** ~~321.~~ “Professional Persons” means Persons retained or to be compensated under sections 327, 328, 330, 503(b), or 1102 of the Bankruptcy Code.
- 135.** ~~322.~~ “Proof of Claim” means any proof of claim filed with the Bankruptcy Court or the Claims Agent with respect to a Debtor pursuant to section 501 of the Bankruptcy Code and Bankruptcy Rule 3001 or 3002.
- 136.** ~~323.~~ “Pro Rata” means the ratio of the amount of a particular Claim to the aggregate amount of Claims in that Claim’s Class.
- 137.** ~~324.~~ “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.
- 138.** ~~325.~~ “Protected Officers and Directors” means Edward R. Caine, H. Malcolm Lovett, Jr., Carlos Ruiz Sacristán, Joseph F. Lapinsky, Donald B. Mills, Douglas E. McAllister, John B. George, Gary A. Miller, Manuel E. Ramos Rada, Thomas L. Aldrich, John D. Low, Jr., Oscar Gonzalez Barron, Russell A. Smith, William Perrell, Joseph Hitter, and any officers and directors appointed to replace one or more of them (or such replacement officer or director) prior to the Effective Date; *provided, however*, that the term “Protected Officers and Directors” does not include the named defendants in the Derivative D&O Litigation, the Burns Litigation, or the SCC Litigation.
- 139.** ~~326.~~ “PRP” means a non-governmental Entity that has asserted a Claim against a Debtor for one or more environmental clean-up sites, including any non-governmental Entity that is co-liable with one or more of the Debtors for such a claim.

140. ~~327.~~ “Purchase Price” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means (a) an amount equal to: ~~(a)~~ \$1.1 billion, plus (ii) the Class 3 Monetization Payment, plus (b) the Plan Sponsor Promissory Note.
141. ~~328.~~ “Purchased Real Property” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the real property identified in section 3.1(c) of the Disclosure Schedule, including all mines, dumps, impoundments, leach pads, tailings, buildings, plants, warehouses, railroad tracks, rights of way, easements, facilities, and other improvements and fixtures thereon and appurtenances thereto and all mining rights, mineral rights, mineral claims, riparian rights, water rights, water claims, water allocations, and water delivery contracts associated therewith.
142. ~~329.~~ “Purchaser Breach” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means a material breach by the Plan Sponsor or the Guarantor of any of their respective representations, warranties, or covenants or other agreements under the New Plan Sponsor PSA.
143. ~~330.~~ “Put Option” means a definitive agreement to be entered into by Sterlite upon the occurrence of the Effective Date pursuant to which the Asbestos Trust shall be entitled to sell, and the Plan Sponsor shall be obligated to purchase, the Class C SCC Litigation Trust Interests distributed to the Asbestos Trust pursuant to the Plan. The Put Option shall be substantially in the form attached as Exhibit P to the Disclosure Statement.
144. ~~331.~~ “Qualified Bank” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means ABN AMRO Bank N.V., Chicago or any commercial bank with a rating of at least A+ (S&P) and Aa2 (Moody’s) (except that if a bank is only rated by either S&P or Moody’s and not both, such bank must have the minimum rating by either S&P or Moody’s, as applicable) that is organized or domiciled in the United States of America and that is reasonably satisfactory to the Sellers.
145. ~~332.~~ “RCRA” means the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*
146. ~~333.~~ “Real Property” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means, collectively, the Leasehold Property and the Purchased Real Property.
147. ~~334.~~ “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.
148. ~~335.~~ “Reinstated” or “Reinstatement” means a Claim or an Interest unimpaired within the meaning of section 1124 of the Bankruptcy Code.

- 149.** ~~336.~~ “Release” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only 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.
- 150.** ~~337.~~ “Remedial Action” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only 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.
- 151.** ~~338.~~ “Reorganization Cases” means the proceedings before the Bankruptcy Court leading to the Confirmation of the Plan under chapter 11 of the Bankruptcy Code.
- 152.** ~~339.~~ “Reorganized ASARCO” means ASARCO, on or after the Effective Date, which shall be known as ASARCO Administration Company, LLC.
- 153.** ~~340.~~ “Reorganized Covington” means Covington, on or after the Effective Date, which shall be known as The Covington Company, LLC.
- 154.** ~~341.~~ “Reorganized Debtors” means Reorganized ASARCO and Reorganized Covington.
- 155.** ~~342.~~ “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.
- 156.** ~~343.~~ “Representatives” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means any director, officer, employee, investment banker, financial advisor, attorney, accountant, or other advisor, agent, or representative.
- 157.** ~~344.~~ “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.
- 158.** ~~345.~~ “Residual Environmental Settlement Agreement” means the settlement agreement between ASARCO and holders of Residual Environmental Claims.
- 159.** ~~346.~~ “Residual Environmental Settlement Sites” means the state and federal sites relating to the Residual Environmental Claims.
- 160.** ~~347.~~ “Retained Books and Records” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means (a) any Books and Records (as such term is defined in the New Plan Sponsor PSA) to the extent relating to any Excluded Assets or Retained Liabilities; (b) any Books and Records to the extent related or pertaining to asbestos or asbestos-containing materials or products or to

asbestos personal injury claims or demands against the Sellers, including claims which have been litigated, settled, or otherwise dealt with by the Sellers or any one of the Sellers; and (c) bids, letters of intent, expressions of interest, or other proposals received in connection with the transactions contemplated by the Original Plan Sponsor PSA, the New Plan Sponsor PSA, or any of the Ancillary Agreements or otherwise and information and analyses relating to such communications.

- 161.** ~~348.~~ “Retained Liabilities” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means any Liabilities of the Sellers, other than those that are expressly assumed by the Plan Sponsor under the New Plan Sponsor PSA as Assumed Liabilities, including, without limitation, those Liabilities of the Sellers set forth in section 3.4(a) through (h) of the New Plan Sponsor PSA.
- 162.** ~~349.~~ “RLF” means RLF Perth Amboy Properties, LLC.
- 163.** ~~350.~~ “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.
- 164.** ~~351.~~ “Salaried Plan” means the Retirement Benefit Plan for Salaried Employees of ASARCO LLC.
- 165.** ~~352.~~ “Santa Cruz” means ASARCO Santa Cruz, Inc., a Delaware corporation.
- 166.** ~~353.~~ “SCC” means Southern Copper Corporation (f/k/a Southern Peru Copper Company).
- 167.** ~~354.~~ “SCC Final Judgment” means the final judgment entered in the SCC Litigation on April 15, 2009.
- 168.** ~~355.~~ “SCC Litigation” means the claims and causes of action of the Debtors asserted in Civil Action No. 07-00018, pending in the District Court.
- 169.** ~~356.~~ “SCC Litigation Proceeds” means the proceeds from the prosecution, compromise, and settlement of the SCC Litigation Trust Claims, which shall be an asset of the SCC Litigation Trust and held as part thereof.
- 170.** ~~357.~~ “SCC Litigation Purchase Price” means the dollar value (as determined by ASARCO) of the consideration paid by an SCC Purchaser for Class D SCC Litigation Trust Interests.
- 171.** ~~358.~~ “SCC Litigation Trust” means that certain litigation trust to be formed on the Effective Date pursuant to the SCC Litigation Trust Agreement.
- 172.** ~~359.~~ “SCC Litigation Trust Agreement” means the form of trust agreement, effective as of the Effective Date, substantially in the form attached as **Exhibit 5** to the Plan, as it may be modified from time to time in accordance with the terms thereof or Article 6.2 of the Plan.



- 173.** ~~360.~~ “SCC Litigation Trust Beneficiaries” means the holders of SCC Litigation Trust Interests.
- 174.** ~~361.~~ “SCC Litigation Trust Board” means the group of three Persons selected in accordance with the provisions of the SCC Litigation Trust Agreement.
- 175.** ~~362.~~ “SCC Litigation Trust Claims” means those certain Litigation Claims that are transferred to the SCC Litigation Trust pursuant to the Plan as listed in **Exhibit 14-C** to the Plan.
- 176.** ~~363.~~ “SCC Litigation Trust Expense Fund” means the Cash in the amount of \$5 million to be transferred to the SCC Litigation Trustee by the Debtors on the Effective Date, together with all additions thereto in accordance with the SCC Litigation Trust Agreement, in order to fund the operations of the SCC Litigation Trust.
- 177.** ~~364.~~ “SCC Litigation Trust Interests” means the beneficial interests in the SCC Litigation Trust.
- 178.** ~~365.~~ “SCC Litigation Trust Register” means the register maintained by the SCC Litigation Trustee with the names, addresses, and number of SCC Litigation Trust Interests of the SCC Litigation Trust Beneficiaries.
- 179.** ~~366.~~ “SCC Litigation Trust Registrar” means the Entity appointed by the SCC Litigation Trustee for the purpose of recording ownership of the SCC Litigation Trust Interests.
- 180.** ~~367.~~ “SCC Litigation Trust Reserve” means the reserve established and administered by the Plan Administrator to provide additional funding, as needed from time to time, to the SCC Litigation Trust Expense Fund.
- 181.** ~~368.~~ “SCC Litigation Trust Tax Owners” means the SCC Litigation Trust Beneficiaries and Reorganized ASARCO (to the extent of its retained interest in the SCC Litigation Trust for federal income tax purposes).
- 182.** ~~369.~~ “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.
- 183.** ~~370.~~ “SCC Purchaser Percentage” means the aggregate percentage of SCC Litigation Trust Interests sold to the SCC Purchasers at the auction.
- 184.** ~~371.~~ “SCC Purchasers” means the purchasers of SCC Litigation Trust Interests pursuant to the auction of such interests which may be held by the Debtors in their sole discretion.
- 185.** ~~372.~~ “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.
- 186.** ~~373.~~ “SCF” means the Arizona State Compensation Fund.

- 187.** ~~374.~~ “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.
- 188.** ~~375.~~ “Seaboard” means Seaboard Surety Company.
- 189.** ~~376.~~ “SEC” means the Securities and Exchange Commission.
- 190.** ~~377.~~ “Second L/C” shall have 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(b) of the New Plan Sponsor PSA.
- 191.** ~~378.~~ “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.
- 192.** ~~379.~~ “Secured Claim” means any Claim that is (a) secured in whole or part, as of the Petition Date, by a Lien against property of a Debtor 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 Lien senior to the applicable 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.
- 193.** ~~380.~~ “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.
- 194.** ~~381.~~ “Security Document” shall have the meaning assigned to such term in the Plan Sponsor Promissory Note, which for reference purposes only means that certain Pledge and Security Agreement to be entered into between Reorganized ASARCO, the Plan Sponsor, and certain of the Plan Sponsor’s subsidiaries as of the Closing Date and all other instruments and agreements to be executed by the Plan Sponsor that purport to create a lien or security interest to secure the Plan Sponsor Promissory Note.
- 195.** ~~382.~~ “Seller Material Adverse Effect” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means (a) a material adverse effect on the financial condition of the Business (to the extent related to the Sold Assets and Assumed Liabilities) or the condition of the Sold Assets, taken as a whole, or (b) any change, circumstance, or event that, individually or in the aggregate, would materially hinder or materially and adversely affect the Sellers’ ability to consummate the transactions contemplated by the New Plan Sponsor PSA, excluding, in each case, any such effect, change, circumstance, or event attributable to or resulting from (i) the announcement, pendency, or consummation of the New Plan Sponsor PSA, the sale of the Sold Assets, or any other action by the Sellers or their Affiliates required or expressly contemplated by the New Plan Sponsor PSA, (ii) the conversion or dismissal of any

Bankruptcy Case (as such term is defined in the New Plan Sponsor PSA) or the filing of additional petitions under chapter 11 of the Bankruptcy Code by or involving any of the Sellers' Affiliates, (iii) any outbreak of hostility, terrorist activities, or war, (iv) any changes in general economic (including changes in the securities markets, commodity prices, or foreign exchange rates), political, or regulatory conditions generally, (v) any changes in economic, political, or regulatory conditions in the mining or smelting industries or other industries in which the Sellers operate, (vi) any change in Applicable Law or accounting regulations or interpretations thereof by any court, accounting regulatory authority, or other Governmental Authority, (vii) any action or omission of any Seller taken in accordance with the terms of the New Plan Sponsor PSA or with the prior written consent of the Plan Sponsor, (viii) any failure by any Seller to meet any projections, budgets, plans, or forecasts (but not excluding the underlying cause of such failure to meet projections, budgets, plans, or forecasts), or (ix) any expenses incurred by any Seller in the Ordinary Course of Business or in connection with the New Plan Sponsor PSA, the Ancillary Agreements, or the transactions contemplated thereby; *provided, however*, that in the case of clauses (iv), (v) and (vi), such changes do not affect the Sellers in a materially disproportionate manner compared to other businesses conducting a business substantially similar to the Business of the Sellers. Any determination as to whether any condition or other matter has a Seller Material Adverse Effect shall be made only after taking into account all proceeds or amounts that are expected to be received by the Plan Sponsor with respect to such condition or matter from insurance policies.

- 196.** ~~383.~~—"Sellers" means ASARCO and the Non-Debtor Sellers, each of which is, individually, a "Seller."
- 197.** ~~384.~~—"Settling Asbestos Insurance Company" 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 in **Exhibit 7** to the Plan, as amended or supplemented.
- 198.** ~~385.~~—"Silver Bell" means Silver Bell Mining, L.L.C., a Delaware limited liability company.
- 199.** ~~386.~~—"Silver Bell Interests" shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the limited liability company interests of Silver Bell owned by any Seller.
- 200.** ~~387.~~—"Silver Bell LLC Agreement" means that certain membership interest agreement, dated February 5, 1996, among Ginrei, Inc., MSB Copper Corp., and ARSB, as amended.
- 201.** ~~388.~~—"Silver Bell Property" shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means all real property owned or leased by Silver Bell.

- 202.** ~~389.~~ “Sold Assets” means the “Purchased Assets” as defined in the New Plan Sponsor PSA and identified in section 3.1 thereof, and are substantially all of the tangible and intangible operating assets of ASARCO and the Non-Debtor Sellers.
- 203.** ~~390.~~ “SPHC” means Southern Peru Holdings, LLC.
- 204.** ~~391.~~ “SPT” means Seaboard and St. Paul Fire.
- 205.** ~~392.~~ “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.
- 206.** ~~393.~~ “SPT Settlement Agreement” means the settlement agreement between ASARCO, Seaboard Surety Company, and St. Paul Travelers and Marine Insurance Company.
- 207.** ~~394.~~ “St. Paul Fire” means St. Paul Fire and Marine Insurance Company.
- 208.** ~~395.~~ “Stand-Alone Plan” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means a plan of reorganization sponsored by a Person (as such term is defined in the New Plan Sponsor PSA) other than the Plan Sponsor or the Guarantor which the board of directors of ASARCO determines (after consultation with its legal and financial advisors and the Creditor Constituents) in good faith would, if consummated and taking into account all factors deemed relevant by the board of directors of ASARCO, be more favorable to ASARCO and its stakeholders than the transactions contemplated by the New Plan Sponsor PSA; *provided, however*, that, for the purposes of the stand-alone plan proposal only, any costs or benefits of any claims which may be made against the Plan Sponsor or the Guarantor under the Original Plan Sponsor PSA shall be excluded from the analysis of such stand-alone plan.
- 209.** ~~396.~~ “Sterlite” means Sterlite (USA), Inc., a Delaware corporation, which is the Plan Sponsor.
- 210.** ~~397.~~ “Sterlite Agreed Order” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the Sterlite 9019 Order.
- 211.** ~~398.~~ “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].
- 212.** ~~399.~~ “Sterlite 9019 Order” means the 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 [Docket No. 10935], entered by the Bankruptcy Court on April 22, 2009.

- 213.** 400. “Sterlite Plan Agreement in Principle Term Sheet” means the term sheet regarding the agreement among the Debtors, the Plan Sponsor, the Asbestos Subsidiary Committee, the Asbestos Claimants’ Committee, and the FCR which is attached to the Plan as **Exhibit 9.**
- 214.** **“Sterlite Purchased SCC Trust Interests” means the Class A-2 SCC Litigation Trust Interests and the Class B-2 SCC Litigation Trust Interests.**
- 215.** **“Sterlite Purchased SCC Trust Interests Payment” means an amount equal to \$262,460,000, minus the product of (a) the Actual Class 3 Ratio multiplied by (b) the amount of any proceeds payable to Class 3 and Class 4, if any, from the auction and sale of the interests in the SCC Litigation Trust contemplated by Article 6.2(a) of the Plan.**
- 216.** **“Sterlite Side Subordination Amount” means (a) with respect to Class A-1 SCC Litigation Trust Interests, the amount the SCC Litigation Trustee pays to Class A-1 SCC Litigation Trust Beneficiaries on account of the Sterlite Side Subordination Arrangement and (b) with respect to Class B-1 SCC Litigation Trust, the amount the SCC Litigation Trustee pays to Class B-1 SCC Litigation Trust Beneficiaries on account of the Sterlite Side Subordination Arrangement.**
- 217.** **“Sterlite Side Subordination Arrangement” means the arrangement between Sterlite and the Class 3 Claimants pursuant to which (a) Sterlite has agreed that its distributions under the SCC Litigation Trust will be distributed to the Class A-1 and Class B-1 SCC Litigation Trust Beneficiaries as provided in Article 6.2(i)(3) of the Plan, until the Sterlite Side Subordination Conversion Event with respect to each such class occurs and (b) the Class A-1 and B-1 SCC Litigation Trust Beneficiaries have agreed that, after the occurrence of the Sterlite Side Subordination Conversion Event, their respective distributions under the SCC Litigation Trust will be distributed to Sterlite until the Sterlite Side Subordination Amount has been paid with respect to Class A-1 SCC Litigation Trust Interests and the Class –B-1 SCC Litigation Trust Interests.**
- 218.** **“Sterlite Side Subordination Conversion Event” means (a) with respect to Class A-1 SCC Litigation Trust Beneficiaries, when the Class A-1 SCC Litigation Trust Beneficiaries have received consideration under the Plan sufficient for all Class A-1 SCC Litigation Trust Beneficiaries to be Paid in Full (assuming the value attributable to the Liquidation Trust Interests and the SCC Litigation Trust Interests distributed to the Class A-1 SCC Litigation Trust Beneficiaries and any other non-Cash consideration distributed on account of such interests were converted to Cash) and (b) with respect to Class B-1 SCC Litigation Trust Beneficiaries, when the Class B-1 SCC Litigation Trust Beneficiaries have received consideration under the Plan sufficient for all Class B-1 SCC Litigation Trust Beneficiaries to be Paid in Full (assuming the value attributable to the Liquidation Trust Interests and the SCC Litigation Trust Interests distributed to the Class B-1 SCC Litigation Trust Beneficiaries and any other non-Cash consideration distributed on account of such interests were converted to Cash). For the avoidance**

**of doubt, it is understood that the occurrence of the Sterlite Side Subordination Conversion Event may be different for Class A-1 SCC Litigation Trust Beneficiaries than it is for Class B-1 SCC Litigation Trust Beneficiaries. Moreover, the Sterlite Side Subordination Conversion Event may be deemed to happen as to each individual Claimant, rather than necessarily as to the entire Class of Class 3 Claimants. Both Cash and non-Cash distributions (excluding distributions of the Liquidation Trust Interests and the SCC Litigation Trust Interests themselves) shall be considered for the purposes of this section in determining whether a beneficiary has been Paid in Full.**

**219.** ~~401.~~ “Subordinated Claims” means those Class 7 Unsecured Claims that are subordinated to all other Unsecured Claims, pursuant to an order or by agreement of the Claimant.

**220.** **“Subordination Termination Event” means the date on which Claimants in Class 3 and Class 4 (or their assignees or other successors in interest, which shall be deemed to include the counterparties to the Put Option if the Put Option is exercised) are Paid in Full (assuming the value attributable to the Liquidation Trust Interests and the SCC Litigation Trust Interests distributed to such Claimants and any other non-Cash consideration distributed on account of such interests were converted to Cash). Both Cash and non-Cash distributions (excluding distributions of the Liquidation Trust Interests and the SCC Litigation Trust Interests themselves) shall be considered for the purposes of this section in determining whether a Claimant has been Paid in Full.**

**221.** ~~402.~~ “Subsequent Administrative Claims” means any Administrative Claims that arise after the Initial Administrative Claims Bar Date.

**222.** ~~403.~~ “Subsequent Administrative Claims Bar Date” means the date established in Article 15.13 of the Plan for the filing of Subsequent Administrative Claims.

**223.** ~~404.~~ “Subsidiary” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means, with respect to any Person (as such term is defined in the New Plan Sponsor PSA), any corporation, limited liability company, joint venture, or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than 50 percent 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.

**224.** ~~405.~~ “Subsidiary Debtors” means ASARCO’s subsidiaries with pending chapter 11 bankruptcy 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; Encycle, Inc.; ASARCO Consulting, Inc.; ASARCO Master, Inc.; ASARCO Oil and Gas Company, Inc.; Bridgeview Management Company, Inc.; ALC, Inc.; American Smelting and Refining Company; AR Mexican Explorations, Inc.; Government Gulch Mining Company, Limited; Covington Land Company;



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.

225. ~~406.~~ “Superfund” means the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507.

226. ~~407.~~ “Superior Proposal” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means a bona fide written Acquisition Proposal that the board of directors of ASARCO determines (after consultation with its legal and financial advisors) in good faith (a) is reasonably likely to be consummated in a timely manner, taking into account all factors deemed relevant by the board of directors of ASARCO (including all legal, financial, and regulatory aspects of the proposal and the Person (as such term is defined in the New Plan Sponsor PSA) making the proposal); (b) if consummated would, taking into account all factors deemed relevant by the board of directors of ASARCO (including the amounts that would be owed to the Plan Sponsor under section 13.2(b)(v) of the New Plan Sponsor PSA (if any) and if, and only to the extent, the New Plan Sponsor PSA has not been terminated prior to the execution of a Definitive Agreement in respect of such Acquisition Proposal, the costs reasonably likely to be incurred in connection with the negotiation of an Acquisition Proposal), result in a transaction more favorable to ASARCO and its stakeholders than the transactions contemplated by the New Plan Sponsor PSA; and (c) provides a Deemed Value to ASARCO and its Estate that exceeds, by the Superior Proposal Threshold, the Deemed Value of the New Plan Sponsor PSA and the transactions contemplated thereby; *provided, however,* that, in the case of each of the foregoing clauses, for purposes of the Acquisition Proposal only, any costs or benefits of any claims which may be made against the Plan Sponsor or the Guarantor under the Original Plan Sponsor PSA shall be excluded from the analysis of such Acquisition Proposal.

227. ~~408.~~ “Superior Proposal Threshold” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means \$25 million plus the amount that would be owed to the Plan Sponsor under section 13.2(b)(v) (if anything) following termination of the New Plan Sponsor PSA.

228. ~~409.~~ “Tax Refund” means the tax refund that ASARCO contends (in Adversary Proceeding No. 07-02011 pending before the Bankruptcy Court) is owed to its Estate as a result of the overpayment of federal income taxes.

229. ~~410.~~ “TCEQ” means the Texas Commission on Environmental Quality.

230. ~~411.~~ “Third Amended Disclosure Statement” means the Disclosure Statement in Support of the Debtors’ Third Amended Joint Plan of Reorganization under Chapter 11 of the United States Bankruptcy Code, filed on March 16, 2009.

- 231.** ~~412.~~ “Third L/C” shall have 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 a Qualified Bank in the amount of \$25 million, pursuant to section 4.2(c) of the New Plan Sponsor PSA.
- 232.** ~~413.~~ “Tolling Arrangements” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means those commercial arrangements between ASARCO and certain third parties pursuant to which ASARCO agrees to receive raw materials from such third parties for toll conversion and return certain finished products to such third parties.
- 233.** ~~414.~~ “Toxic Tort Claims” means the toxic tort, personal injury, environmental property damage, and related breach-of-settlement Claims asserted against the Debtors, including, without limitation, 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 Units or Asbestos Personal Injury Claims.
- 234.** ~~415.~~ “Trade Creditor Preference Claim” means the Litigation Claims listed in **Exhibit 14-E** of the Plan.
- 235.** ~~416.~~ “Transition Services Agreement” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means the Transition Services Agreement, dated as of the Closing Date, between the Plan Sponsor and ASARCO, to be negotiated in accordance with section 8.14 of the New Plan Sponsor PSA, which will include, among other things, the services and terms described in Exhibit K to the New Plan Sponsor PSA.
- 236.** ~~417.~~ “TRC” means TRC Companies, Inc.
- 237.** ~~418.~~ “Trust Documents” means the Asbestos Trust Documents, the Liquidation Trust Agreement, the SCC Trust Agreement, and the Environmental Custodial Trust Documents.
- 238.** ~~419.~~ “Trust Indenture Act” means the Trust Indenture Act of 1939, as amended, together with all the rules and regulations promulgated thereunder.
- 239.** ~~420.~~ “Trustees” means the Persons appointed pursuant to the Plan for the purpose of acting as initial trustees of the Asbestos Trust, the Liquidation Trust, the SCC Litigation Trust, and the Environmental Custodial Trusts.
- 240.** ~~421.~~ “Trusts” means the Asbestos Trust, the Liquidation Trust, the SCC Litigation Trust, and the Environmental Custodial Trusts.
- 241.** ~~422.~~ “Undeliverable and Unclaimed Distribution Reserve” means the escrow account established pursuant to Article 13.4(b) of the Plan.

242. ~~423.~~ “Unions” means the labor organizations representing the current employees of ASARCO.
243. ~~424.~~ “Unpaid Cure Claims Amount” shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means, with respect to any Assumption-Pending Pre-Petition Contract (as such term is defined in section 3.5(a) of the New Plan Sponsor PSA), the aggregate amount of any Cure Claims (as such term is defined in the New Plan Sponsor PSA) that remains unpaid as of the Closing Date for any reason, provided that if such amount remains disputed as of such date, the “Unpaid Cure Claims Amount” shall be such amount as is asserted by the non-debtor counterparty to such Contract.
244. ~~425.~~ “Unpaid Cure Claims Reserve” means the reserve for any Unpaid Cure Claim Amount that ASARCO may be required to reimburse the Plan Sponsor, in accordance with section 3.5(d) of the New Plan Sponsor PSA.
245. ~~426.~~ “Unsecured Asbestos Personal Injury Claim” means any Asbestos Personal Injury Claim that is an Unsecured Claim.
246. ~~427.~~ “Unsecured Asbestos Personal Injury Claimant” means the holder of an Unsecured Asbestos Personal Injury Claim.
247. ~~428.~~ “Unsecured Claim” means any Claim that is not an Administrative Claim, a Secured Claim, a Priority Claim, or a 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.
248. ~~429.~~ “USDA” means the United States Department of Agriculture.
249. ~~430.~~ “U.S. Trustee” means the United States Trustee for the Southern District of Texas.
250. ~~431.~~ “USW” means the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC.
251. ~~432.~~ “Ventura Warehouse” means ASARCO’s warehouse located at 25 E. Ventura in Tucson, Arizona.
252. ~~433.~~ “Vested Causes of Action” means the Litigation Claims that shall vest in Reorganized ASARCO, as listed in **Exhibit 14-A** to the Plan.
253. ~~434.~~ “Vested Causes of Action Escrow” means the escrow account established by the Plan Administrator in which the Vested Causes of Action Proceeds shall be placed.

- 254.** ~~435.~~ “Vested Causes of Action Proceeds” means the proceeds from the prosecution, compromise, and settlement of the Vested Causes of Action.
- 255.** ~~436.~~ “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 Plan.
- 256.** ~~437.~~ “WHM Copper Mountain” means WHM Copper Mountain Investments, LLC.
- 257.** ~~438.~~ “Winterthur Swiss” means Winterthur Swiss Insurance Company.

Document comparison done by Workshare DeltaView on Monday, August 10, 2009  
8:19:57 PM

Input:	
Document 1	PowerDocs://HOU01/1118125/9
Document 2	PowerDocs://HOU01/1118125/16
Rendering set	1-Bold Double Underline-Strikethrough

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

Redline Summary:		
No.	Change	Text
1-2	Change	"HOU01:1118125.9 -" changed to "HOU01:1118125.16 -"
3-4	Insertion	5. "Actual Class 3 Ratio"...plus \$750,000,000.
5	Change	"ADEQ" means the Arizona Department changed to "5. ADEQ" means the Arizona Department"
6	Change	"Adjustment Amount" shall have the" changed to "6. Adjustment Amount" shall have the"
7	Change	"Administrative Claim" means any" changed to "7. Administrative Claim" means any"
8	Change	"Administrative Expense" means (a)" changed to "8. Administrative Expense" means (a)"
9	Change	"Affiliate" (and, with a correlative" changed to "9. Affiliate" (and, with a correlative"
10	Change	"Agreed Working Capital" shall have" changed to "10. Agreed Working Capital" shall have"

11	Change	"“AIG” means American International" changed to "11. “AIG” means American International"
12	Change	"“Allowed” means a Claim that is" changed to "12. “Allowed” means a Claim that is"
13	Change	"“Allowed Amount” of any Claim means" changed to "13. “Allowed Amount” of any Claim means"
14	Change	"“Alter Ego Theories” means theories" changed to "14. “Alter Ego Theories” means theories"
15	Change	"“AMC” means Americas Mining Corporation," changed to "15. “AMC” means Americas Mining Corporation,"
16	Change	"“AMC Consolidated Group” means the" changed to "16. “AMC Consolidated Group” means the"
17	Change	"“Amended Asbestos/AMC/Parent Agreement” changed to "17. “Amended Asbestos/AMC/Parent Agreement"
18	Change	"“Ancillary Agreements” shall have" changed to "18. “Ancillary Agreements” shall have"
19	Change	"“Applicable Law” shall have the" changed to "19. “Applicable Law” shall have the"
20	Change	"“AR Sacaton” means AR Sacaton, LLC," changed to "20. “AR Sacaton” means AR Sacaton, LLC,"
21	Change	"“Arizona NRD Settlement Agreement”" changed to "21. “Arizona NRD Settlement Agreement”"
22	Change	"“ARSB” means AR Silver Bell, Inc.," changed to "22. “ARSB” means AR Silver Bell, Inc.,"
23	Change	"“ASARCO” means ASARCO LLC, a Delaware" changed to "23. “ASARCO” means ASARCO LLC, a Delaware"
24	Change	"“ASARCO Committee” means the Official" changed to "24. “ASARCO Committee” means the Official"
25	Change	"“ASARCO LLC Subgroup” means ASARCO" changed to "25. “ASARCO LLC Subgroup” means ASARCO"
26	Change	"“ASARCO Master” means ASARCO Master," changed to "26. “ASARCO Master” means



		ASARCO Master,"
27	Change	"“ASARCO NJ” means the former ASARCO" changed to "27. “ASARCO NJ” means the former ASARCO"
28	Change	"“ASARCO NJ Consolidated Group” means" changed to "28. “ASARCO NJ Consolidated Group” means"
29	Change	"“ASARCO NJ Subgroup” means ASARCO" changed to "29. “ASARCO NJ Subgroup” means ASARCO"
30	Change	"“ASARCO Protected Non-Debtor Affiliate”" changed to "30. “ASARCO Protected Non-Debtor Affiliate”"
31	Change	"“ASARCO Protected Parties” (each" changed to "31. “ASARCO Protected Parties” (each"
32	Change	"“ASARCO Residual Assets” means all" changed to "32. “ASARCO Residual Assets” means all"
33	Change	"“Asbestos/AMC/Parent Agreement in" changed to "33. “Asbestos/AMC/Parent Agreement in"
34	Change	"“Asbestos Books” means all of the" changed to "34. “Asbestos Books” means all of the"
35	Change	"“Asbestos Claimants" changed to "35. “Asbestos Claimants"
36	Change	"“Asbestos In-Place Insurance Coverage”" changed to "36. “Asbestos In-Place Insurance Coverage”"
37	Change	"“Asbestos Insurance Action” means" changed to "37. “Asbestos Insurance Action” means"
38	Change	"“Asbestos Insurance Company” means" changed to "38. “Asbestos Insurance Company” means"
39	Change	"“Asbestos Insurance Company Injunction”" changed to "39. “Asbestos Insurance Company Injunction”"
40	Change	"“Asbestos Insurance Policy” means" changed to "40. “Asbestos Insurance Policy” means"
41	Change	"“Asbestos Insurance Recovery or" changed to "41. “Asbestos Insurance Recovery or"
42	Change	"“Asbestos Insurance Settlement Agreement”"

		changed to "42. "Asbestos Insurance Settlement Agreement""
43	Change	"Asbestos Personal Injury Claim(s)"" changed to "43. "Asbestos Personal Injury Claim(s)""
44	Change	"Asbestos Personal Injury Claimant"" changed to "44. "Asbestos Personal Injury Claimant""
45	Change	"Asbestos Premises Liability Claim(s)"" changed to "45. "Asbestos Premises Liability Claim(s)""
46	Change	"Asbestos Ratable Portion" means" changed to "46. "Asbestos Ratable Portion" means"
47	Change	"Asbestos Settlement" means the" changed to "47. "Asbestos Settlement" means the"
48	Change	"Asbestos Subsidiary Cases" means" changed to "48. "Asbestos Subsidiary Cases" means"
49	Change	"Asbestos Subsidiary Committee"" changed to "49. "Asbestos Subsidiary Committee""
50	Change	"Asbestos Subsidiary Debtors" means" changed to "50. "Asbestos Subsidiary Debtors" means"
51	Change	"Asbestos TAC" means the Asbestos" changed to "51. "Asbestos TAC" means the Asbestos"
52	Change	"Asbestos TDP" means the trust distribution" changed to "52. "Asbestos TDP" means the trust distribution"
53	Change	"Asbestos Trust" means the tax-qualified" changed to "53. "Asbestos Trust" means the tax-qualified"
54	Change	"Asbestos Trust Agreement" means" changed to "54. "Asbestos Trust Agreement" means"
55	Change	"Asbestos Trust Assets" means (a)" changed to "55. "Asbestos Trust Assets" means (a)"
56	Change	"Portion of the Plan...Cash for purposes" changed to "Portion of the Plan...Cash for purposes"
57	Change	"purposes of Asbestos Trust Expenses." changed to "purposes of Asbestos...the Security Documents."
58	Change	"Asbestos Trust Beneficiaries" means" changed to "56. "Asbestos Trust Beneficiaries" means"
59	Change	"Asbestos Trust Bylaws" means the" changed to "57. "Asbestos Trust Bylaws" means the"
60	Change	"Asbestos Trust Documents" means" changed to "58. "Asbestos Trust Documents" means"

61	Change	"“Asbestos Trust Expenses” means" changed to "59. “Asbestos Trust Expenses” means"
62	Change	"“Asbestos Trustees” means the individuals" changed to "60. “Asbestos Trustees” means the individuals"
63	Change	"“Assumed Liabilities” shall have" changed to "61. “Assumed Liabilities” shall have"
64	Change	"“Augusta Defendants” means Augusta" changed to "62. “Augusta Defendants” means Augusta"
65	Change	"“Available Plan Funds” means the" changed to "63. “Available Plan Funds” means the"
66	Change	"“Available Plan Sales Proceeds”" changed to "64. “Available Plan Sales Proceeds”"
67	Change	"“Avoidance Action” means causes" changed to "65. “Avoidance Action” means causes"
68	Change	"“Back-Up Bid Agreement” shall have" changed to "66. “Back-Up Bid Agreement” shall have"
69	Change	"“Back-Up Bid Option” shall have" changed to "67. “Back-Up Bid Option” shall have"
70	Change	"“Ballot” means the form or forms" changed to "68. “Ballot” means the form or forms"
71	Change	"“Balloting Agent” means AlixPartners," changed to "69. “Balloting Agent” means AlixPartners,"
72	Change	"“Bankruptcy Code” means title 11" changed to "70. “Bankruptcy Code” means title 11"
73	Change	"“Bankruptcy Court” means the United" changed to "71. “Bankruptcy Court” means the United"
74	Change	"“Bankruptcy Rules” means the Federal" changed to "72. “Bankruptcy Rules” means the Federal"
75	Change	"“Bar Date” means the date(s) by" changed to "73. “Bar Date” means the date(s) by"
76	Change	"“Bar Date Order” means the order(s)" changed to "74. “Bar Date Order” means the order(s)"
77	Change	"“Barclays Capital” means Barclays" changed to "75. “Barclays Capital” means Barclays"
78	Change	"“Bid Procedures Order” means the" changed to "76. “Bid Procedures Order” means the"
79	Change	"“Bid Protections Order” means the" changed to "77. “Bid Protections Order” means the"
80	Change	"“Bondholder” means an Entity that" changed to "78. “Bondholder” means an Entity that"
81	Change	"“Bondholders" changed to "79. “Bondholders"
82	Change	"“Bonds” means ASARCO" changed to "80. “Bonds” means ASARCO"
83	Change	"“Burns Litigation” means the claims" changed to

		"81. "Burns Litigation" means the claims"
84	Change	"Business" shall have the meaning" changed to "82. "Business" shall have the meaning"
85	Change	"Business Day" means any day other" changed to "83. "Business Day" means any day other"
86	Change	"CAPCO" means CAPCO Pipe Company," changed to "84. "CAPCO" means CAPCO Pipe Company,"
87	Change	"Cash" means cash, cash equivalents," changed to "85. "Cash" means cash, cash equivalents,"
88	Change	"CBA" means the collective bargaining" changed to "86. "CBA" means the collective bargaining"
89	Change	"CBRI" means Copper Basin Railway," changed to "87. "CBRI" means Copper Basin Railway,"
90	Change	"CDA Trust" means the trust created" changed to "88. "CDA Trust" means the trust created"
91	Change	"CERCLA" means the Comprehensive" changed to "89. "CERCLA" means the Comprehensive"
92	Change	"Certificate" means an instrument" changed to "90. "Certificate" means an instrument"
93	Change	"Charging Lien" means any lien that" changed to "91. "Charging Lien" means any lien that"
94	Change	"Chase" means JPMorgan Chase Bank," changed to "92. "Chase" means JPMorgan Chase Bank,"
95	Change	"Claim" shall have the meaning assigned" changed to "93. "Claim" shall have the meaning assigned"
96	Change	"Claim Objection Deadline" shall" changed to "94. "Claim Objection Deadline" shall"
97	Change	"Claimant" means the holder of a" changed to "95. "Claimant" means the holder of a"
98	Change	"Claims Agent" means AlixPartners," changed to "96. "Claims Agent" means AlixPartners,"
99	Change	"Class" means a category of Claims" changed to "97. "Class" means a category of Claims"
100	Change	"Class 3 Claimant" changed to "98. "Class 3 Claimant"
101-102	Insertion	100. "Class 3 Claims"...Claims in Class 3.
103-104	Insertion	101. "Class 3...Ratio, divided by 2.5).
105	Change	"Class A Liquidation Trust Interests"" changed to "99. "Class A Liquidation Trust Interests""
106	Change	"Class A SCC Litigation Trust Beneficiaries"" changed to "100. "Class A SCC Litigation Trust Beneficiaries""
107	Change	"Beneficiaries" means the...Trust Interests"

		changed to "Beneficiaries" means the...Trust Interests"
108	Change	"SCC Litigation Trust Interests." changed to "SCC Litigation Trust...Trust Interests."
109-110	Insertion	104. "Class A-1 SCC...Trust Interests.
111-112	Insertion	105. "Class A SCC...Claimants and Sterlite.
113	Change	"Class A" changed to "101. "Class A"
114	Change	"Class A SCC Litigation Trust Interests" changed to "Class A-1 SCC Litigation Trust Interests"
115-116	Insertion	107. "Class A-2 SCC...and issued to Sterlite.
117	Change	"Class B Liquidation Trust Interests" changed to "102. "Class B Liquidation Trust Interests"
118	Change	"Class B SCC Litigation Trust Beneficiaries" changed to "103. "Class B SCC Litigation Trust Beneficiaries"
119	Change	"Beneficiaries" means the...Trust Interests" changed to "Beneficiaries" means the...Trust Interests"
120	Change	"SCC Litigation Trust Interests." changed to "SCC Litigation Trust...Trust Interests."
121-122	Insertion	110. "Class B-1 SCC...Trust Interests.
123-124	Insertion	111. "Class B SCC...Claimants and Sterlite.
125	Change	"Class B" changed to "104. "Class B"
126	Change	"Class B SCC Litigation Trust Interests" changed to "Class B-1 SCC Litigation Trust Interests"
127-128	Insertion	113. "Class B-2 SCC...and issued to Sterlite.
129	Change	"Class C Liquidation Trust Interests" changed to "105. "Class C Liquidation Trust Interests"
130	Change	"Class C SCC Litigation Trust Beneficiaries" changed to "106. "Class C SCC Litigation Trust Beneficiaries"
131	Change	"Class C SCC Litigation Trust Interests" changed to "107. "Class C SCC Litigation Trust Interests"
132	Change	"Class D SCC Litigation Trust Interests" changed to "108. "Class D SCC Litigation Trust Interests"
133-134	Insertion	118. "Class E SCC...in Class 8, if any.
135	Change	"Closing" shall have the meaning" changed to "109. "Closing" shall have the meaning"
136	Change	"Closing Date" shall have the meaning" changed to "110. "Closing Date" shall have the meaning"
137	Change	"Coal Act" means the Coal Industry" changed to

		"111. "Coal Act" means the Coal Industry"
138	Change	"COBRA" means the Consolidated Omnibus" changed to "112. "COBRA" means the Consolidated Omnibus"
139	Change	"COD Income" means cancellation" changed to "113. "COD Income" means cancellation"
140	Change	"Committees" means the ASARCO Committee," changed to "114. "Committees" means the ASARCO Committee,"
141	Change	"Confidentiality Agreement" means" changed to "115. "Confidentiality Agreement" means"
142	Change	"Confirmation," "Confirmation of" changed to "116. "Confirmation," "Confirmation of"
143	Change	"Confirmation Date" means the date" changed to "117. "Confirmation Date" means the date"
144	Change	"Confirmation Hearing" means the" changed to "118. "Confirmation Hearing" means the"
145	Change	"Confirmation Order" means the order" changed to "119. "Confirmation Order" means the order"
146	Change	"Consummation" means the occurrence" changed to "120. "Consummation" means the occurrence"
147	Change	"Contract" shall have the meaning" changed to "121. "Contract" shall have the meaning"
148	Change	"Convenience Claim" means any Allowed" changed to "122. "Convenience Claim" means any Allowed"
149	Change	"Corporate Governance Stipulation" changed to "123. "Corporate Governance Stipulation"
150	Change	"Covington" means Covington Land" changed to "124. "Covington" means Covington Land"
151	Change	"Covington Residual Assets" means" changed to "125. "Covington Residual Assets" means"
152	Change	"Credit Facility" means the \$5 million" changed to "126. "Credit Facility" means the \$5 million"
153	Change	"Creditor Constituents" shall have" changed to "127. "Creditor Constituents" shall have"
154	Change	"Cure Amount Claim" means the amount" changed to "128. "Cure Amount Claim" means the amount"
155	Change	"Custodial Trust Administrative" changed to "129. "Custodial Trust Administrative"
156	Change	"Custodial Trust Environmental Cost" changed to "130. "Custodial Trust Environmental Cost"
157	Change	"Debtor" means one of the Debtors." changed to "131. "Debtor" means one of the Debtors."



158	Change	"“Debtors” means the debtors in the" changed to "132. “Debtors” means the debtors in the"
159	Change	"“Debtors" changed to "133. “Debtors"
160	Change	"“Debtors" changed to "134. “Debtors"
161	Change	"“Debtors" changed to "135. “Debtors"
162	Change	"“Deemed Value” shall have the meaning" changed to "136. “Deemed Value” shall have the meaning"
163	Change	"“Definitive Agreement” shall have" changed to "137. “Definitive Agreement” shall have"
164	Change	"“Delaware Trustee” means the Entity" changed to "138. “Delaware Trustee” means the Entity"
165	Change	"“Demand” means a demand, to the" changed to "139. “Demand” means a demand, to the"
166	Change	"“Deposit” shall have the meaning" changed to "140. “Deposit” shall have the meaning"
167	Change	"“Derivative Asbestos Claims” means" changed to "141. “Derivative Asbestos Claims” means"
168	Change	"“Derivative D&O Litigation” means" changed to "142. “Derivative D&O Litigation” means"
169	Change	"“Designated Properties” means each" changed to "143. “Designated Properties” means each"
170	Change	"“DIP Agent” means The CIT Group/Business" changed to "144. “DIP Agent” means The CIT Group/Business"
171	Change	"“DIP Facility” means the debtor-in-possession" changed to "145. “DIP Facility” means...the debtor-in-possession"
172	Change	"“Discharge Injunction” means the" changed to "146. “Discharge Injunction” means the"
173	Change	"“Disclosure Order” means the order" changed to "147. “Disclosure Order” means the order"
174	Change	"“Disclosure Schedule” shall have" changed to "148. “Disclosure Schedule” shall have"
175	Change	"“Disclosure Statement” means the" changed to "149. “Disclosure Statement” means the"
176	Change	"“Disclosure Statement Approval Date”" changed to "150. “Disclosure Statement Approval Date”"
177	Change	"“Disputed Claim” means a Claim (other" changed to "151. “Disputed Claim” means a Claim (other"
178	Change	"“Disputed Claims Reserve” means" changed to "152. “Disputed Claims Reserve” means"
179	Change	"“Disputed Secured Claims Reserve”" changed to "153. “Disputed Secured Claims Reserve”"

180	Change	"“Distributable Cash” means unrestricted" changed to "154. “Distributable Cash” means unrestricted"
181	Change	"“Distribution Record Date” means" changed to "155. “Distribution Record Date” means"
182	Change	"“District Court” means the United" changed to "156. “District Court” means the United"
183	Change	"“DOJ” means the United States Department" changed to "157. “DOJ” means the United States Department"
184	Change	"“DTC” means the Depository Trust" changed to "158. “DTC” means the Depository Trust"
185	Change	"“East Helena Soils Settlement Agreement”" changed to "159. “East Helena Soils Settlement Agreement”"
186	Change	"“Effective Date” means, and shall" changed to "160. “Effective Date” means, and shall"
187	Change	"“Effective Order” shall have the" changed to "161. “Effective Order” shall have the"
188	Change	"“El Paso Paving SEP Claim” means" changed to "162. “El Paso Paving SEP Claim” means"
189	Change	"“El Paso Stipulation” means the" changed to "163. “El Paso Stipulation” means the"
190	Change	"“ELT/ES” means ELT Houston, LLC" changed to "164. “ELT/ES” means ELT Houston, LLC"
191	Change	"“Employee Benefit Plan” shall have" changed to "165. “Employee Benefit Plan” shall have"
192	Change	"“Entity” shall have the meaning" changed to "166. “Entity” shall have the meaning"
193	Change	"“Environmental 9019 Motion” means" changed to "167. “Environmental 9019 Motion” means"
194	Change	"“Environmental Agencies” means Governmental" changed to "168. “Environmental Agencies” means Governmental"
195	Change	"“Environmental Custodial Trust(s)”" changed to "169. “Environmental Custodial Trust(s)”"
196	Change	"“Environmental Custodial Trust Accounts”" changed to "170. “Environmental Custodial Trust Accounts”"
197	Change	"“Environmental Custodial Trust Administration" changed to "171. “Environmental...Trust Administration"
198	Change	"“Environmental Custodial Trust Agreements”" changed to "172. “Environmental Custodial Trust Agreements”"

199	Change	"“Environmental Custodial Trust Assets”” changed to "173. “Environmental Custodial Trust Assets””"
200	Change	"“Environmental Custodial Trust Documents”” changed to "174. “Environmental Custodial Trust Documents””"
201	Change	"“Environmental Custodial Trust Funding”” changed to "175. “Environmental Custodial Trust Funding””"
202	Change	"“Environmental Custodial Trust Settlement” changed to "176. “Environmental Custodial Trust Settlement”"
203	Change	"“Environmental Custodial Trustees”” changed to "177. “Environmental Custodial Trustees””"
204	Change	"“Environmental Law” shall have the" changed to "178. “Environmental Law” shall have the"
205	Change	"“EPA” means the United States Environmental" changed to "179. “EPA” means the United States Environmental"
206	Change	"“ERISA” means the Employee Retirement" changed to "180. “ERISA” means the Employee Retirement"
207	Change	"“Estate” means a Debtor" changed to "181. “Estate” means a Debtor"
208	Change	"“Examiner” means Michael Denis Warner" changed to "182. “Examiner” means Michael Denis Warner"
209	Change	"“Exchange Act” means the Securities" changed to "183. “Exchange Act” means the Securities"
210	Change	"“Excluded Assets” shall have the" changed to "184. “Excluded Assets” shall have the"
211	Change	"“FCR” means Judge Robert C. Pate," changed to "185. “FCR” means Judge Robert C. Pate,"
212	Change	"“Federal Rules” means the Federal" changed to "186. “Federal Rules” means the Federal"
213	Change	"“FFIC” means Fireman" changed to "187. “FFIC” means Fireman"
214	Change	"“Fifth Amended Disclosure Statement”” changed to "188. “Fifth Amended Disclosure Statement””"
215	Change	"“Fifth Amended Plan” means the Debtors" changed to "189. “Fifth Amended Plan” means the Debtors"
216	Change	"“Final Order” means an order of" changed to "190. “Final Order” means an order of"
217	Change	"“First L/C” shall have the meaning" changed to

		"191. "First L/C" shall have the meaning"
218	Change	"Flow Through Bonds" means the surety" changed to "192. "Flow Through Bonds" means the surety"
219	Change	"Forfeited Distributions" means" changed to "193. "Forfeited Distributions" means"
220	Change	"General Unsecured Claim" means" changed to "194. "General Unsecured Claim" means"
221	Change	"Glencore" means Glencore Ltd. and" changed to "195. "Glencore" means Glencore Ltd. and"
222	Change	"Glencore Acquisition Co." means" changed to "196. "Glencore Acquisition Co." means"
223	Change	"Glossary" as such term is used" changed to "197. "Glossary" as such term is used"
224	Change	"Governmental Authority" shall have" changed to "198. "Governmental Authority" shall have"
225	Change	"Governmental Environmental Claimants"" changed to "199. "Governmental Environmental Claimants""
226	Change	"Governmental Unit" shall have the" changed to "200. "Governmental Unit" shall have the"
227	Change	"Grupo Litigation" means the claims" changed to "201. "Grupo Litigation" means the claims"
228	Change	"Grupo México" means Grupo México" changed to "202. "Grupo México" means Grupo México"
229	Change	"Guarantor" means Sterlite Industries" changed to "203. "Guarantor" means Sterlite Industries"
230	Change	"Harbinger" means Harbinger Capital" changed to "204. "Harbinger" means Harbinger Capital"
231	Change	"Harbinger" changed to "205. "Harbinger"
232	Change	"Harbinger" changed to "206. "Harbinger"
233	Change	"Harbinger" changed to "207. "Harbinger"
234	Change	"Hayden Past Cost Settlement Agreement"" changed to "208. "Hayden Past Cost Settlement Agreement""
235	Change	"Hayden Settlement Agreement" shall" changed to "209. "Hayden Settlement Agreement" shall"
236	Change	"Hazardous Materials" shall have" changed to "210. "Hazardous Materials" shall have"
237	Change	"Hourly Plan" means the Retirement" changed to "211. "Hourly Plan" means the Retirement"
238	Change	"Hourly and Salaried Plans" means" changed to "212. "Hourly and Salaried Plans" means"
239	Change	"HSR Act" shall have the meaning" changed to "213. "HSR Act" shall have the meaning"

240	Change	"“Indemnification Escrow” means the" changed to "214. “Indemnification Escrow” means the"
241	Change	"“Indenture Trustee Fee Claim” means," changed to "215. “Indenture Trustee Fee Claim” means,"
242	Change	"“Indenture Trustees” means Wilmington" changed to "216. “Indenture Trustees” means Wilmington"
243	Change	"“Indentures” means, collectively," changed to "217. “Indentures” means, collectively,"
244	Change	"“Initial Administrative Claims Bar" changed to "218. “Initial Administrative Claims Bar"
245	Change	"“Initial Distribution Date” means" changed to "219. “Initial Distribution Date” means"
246	Change	"“Initial Distributions” means the" changed to "220. “Initial Distributions” means the"
247	Change	"“Injunctions” means the Discharge" changed to "221. “Injunctions” means the Discharge"
248	Change	"“Insurance Neutrality Order” means" changed to "222. “Insurance Neutrality Order” means"
249	Change	"“Intercompany Claims” means any" changed to "223. “Intercompany Claims” means any"
250	Change	"“Interest” means the rights of the" changed to "224. “Interest” means the rights of the"
251	Change	"“Interior” means the United States" changed to "225. “Interior” means the United States"
252	Change	"“Internal Revenue Code” means the" changed to "226. “Internal Revenue Code” means the"
253	Change	"“Inventory” shall have the meaning" changed to "227. “Inventory” shall have the meaning"
254	Change	"“Investment Company Act” means the" changed to "228. “Investment Company Act” means the"
255	Change	"“IRS” means the Internal Revenue" changed to "229. “IRS” means the Internal Revenue"
256	Change	"“LAQ” means Lac d" changed to "230. “LAQ” means Lac d"
257	Change	"“Late-Filed Claims” means those" changed to "231. “Late-Filed Claims” means those"
258	Change	"“Law” shall have the meaning assigned" changed to "232. “Law” shall have the meaning assigned"
259	Change	"“Leasehold Property” shall have" changed to "233. “Leasehold Property” shall have"
260	Change	"“Legal Proceeding” shall have the" changed to "234. “Legal Proceeding” shall have the"
261	Change	"“Lehman Brothers” means Lehman Brothers" changed to "235. “Lehman Brothers” means

		Lehman Brothers"
262	Change	"“Letters of Credit” shall have the" changed to "236. “Letters of Credit” shall have the"
263	Change	"“Liabilities” shall have the meaning" changed to "237. “Liabilities” shall have the meaning"
264	Change	"“LIBOR” means London interbank offered" changed to "238. “LIBOR” means London interbank offered"
265	Change	"“Lien” shall have the meaning assigned" changed to "239. “Lien” shall have the meaning assigned"
266	Change	"“Liquidation Analysis” means the" changed to "240. “Liquidation Analysis” means the"
267	Change	"“Liquidation Trust” means that certain" changed to "241. “Liquidation Trust” means that certain"
268	Change	"“Liquidation Trust Agreement” means" changed to "242. “Liquidation Trust Agreement” means"
269	Change	"“Liquidation Trust Beneficiaries”" changed to "243. “Liquidation Trust Beneficiaries”"
270	Change	"“Liquidation Trust Board” means" changed to "244. “Liquidation Trust Board” means"
271	Change	"“Liquidation Trust Claims” means" changed to "245. “Liquidation Trust Claims” means"
272	Change	"“Liquidation Trust Expense Fund”" changed to "246. “Liquidation Trust Expense Fund”"
273	Change	"“Liquidation Trust Interests” means" changed to "247. “Liquidation Trust Interests” means"
274	Change	"“Liquidation Trust Proceeds” means" changed to "248. “Liquidation Trust Proceeds” means"
275	Change	"including, without...from the prosecution," changed to "including, without...from the prosecution,"
276	Change	"“Liquidation Trust Register” means" changed to "249. “Liquidation Trust Register” means"
277	Change	"“Liquidation Trust Registrar” means" changed to "250. “Liquidation Trust Registrar” means"
278	Change	"“Liquidation Trust Reserve” means" changed to "251. “Liquidation Trust Reserve” means"
279	Change	"“Liquidation Trust Tax Owners” means" changed to "252. “Liquidation Trust Tax Owners” means"
280	Change	"“Liquidation Trustee” means the" changed to "253. “Liquidation Trustee” means the"
281	Change	"“Litigation Claims” means any of" changed to "254. “Litigation Claims” means any of"
282	Change	"“LLC Agreement” means the Amended" changed to "255. “LLC Agreement” means the Amended"



283	Change	"“LMI Agreement” means the Confidential" changed to "256. “LMI Agreement” means the Confidential"
284	Change	"“Madera Property” means the real" changed to "257. “Madera Property” means the real"
285	Change	"“Manipulative Breach” shall have" changed to "258. “Manipulative Breach” shall have"
286	Change	"“Master Ballot” means the Ballot" changed to "259. “Master Ballot” means the Ballot"
287	Change	"“MDEQ” means the State of Montana" changed to "260. “MDEQ” means the State of Montana"
288	Change	"“Miscellaneous Federal and State" changed to "261. “Miscellaneous Federal and State"
289	Change	"“Miscellaneous Federal and State" changed to "262. “Miscellaneous Federal and State"
290	Change	"“Miscellaneous Plan Administration" changed to "263. “Miscellaneous Plan Administration"
291	Change	"“Mission Mine Leases” means the" changed to "264. “Mission Mine Leases” means the"
292	Change	"“Mission Mine Settlement Agreement”" changed to "265. “Mission Mine Settlement Agreement”"
293	Change	"“Mission Mine Unexpired Agreements”" changed to "266. “Mission Mine Unexpired Agreements”"
294	Change	"“Missouri Guaranty Corporation”" changed to "267. “Missouri Guaranty Corporation”"
295	Change	"“Mitsui” means Mitsui & Co. (U.S.A.)," changed to "268. “Mitsui” means Mitsui & Co. (U.S.A.),"
296	Change	"“Monetary Award” means the additional" changed to "269. “Monetary Award” means the additional"
297	Change	"“Montana DLI” means the Montana" changed to "270. “Montana DLI” means the Montana"
298	Change	"“Montana Guaranty Fund” means the" changed to "271. “Montana Guaranty Fund” means the"
299	Change	"“MRI” means Montana Resources, Inc." changed to "272. “MRI” means Montana Resources, Inc."
300	Change	"“MRI Litigation” means the claims" changed to "273. “MRI Litigation” means the claims"
301	Change	"“MR Partnership” means Montana Resources" changed to "274. “MR Partnership” means Montana Resources"
302	Change	"“Nation” means the Tohono O" changed to "275. “Nation” means the Tohono O"
303	Change	"“New Plan Sponsor PSA” means the" changed to

		"276. "New Plan Sponsor PSA" means the"
304	Change	"NJDEP" means the New Jersey Department" changed to "277. "NJDEP" means the New Jersey Department"
305	Change	"Nominee" means any broker, dealer," changed to "278. "Nominee" means any broker, dealer,"
306	Change	"Non-Debtor Sellers" means ARSB," changed to "279. "Non-Debtor Sellers" means ARSB,"
307	Change	"Non-Target Properties" shall have" changed to "280. "Non-Target Properties" shall have"
308	Change	"Nonmonetary Award" means the 260,093,694" changed to "281. "Nonmonetary Award" means the 260,093,694"
309	Change	"Order" shall have the meaning assigned" changed to "282. "Order" shall have the meaning assigned"
310	Change	"Ordinary Course of Business" shall" changed to "283. "Ordinary Course of Business" shall"
311	Change	"Original Plan Sponsor PSA" means" changed to "284. "Original Plan Sponsor PSA" means"
312	Change	"Other Subsidiary Debtors" means" changed to "285. "Other Subsidiary Debtors" means"
313	Change	"Other Unsecured Claimants" means" changed to "286. "Other Unsecured Claimants" means"
314	Change	"Paid in Full" means paid in Cash" changed to "287. "Paid in Full" means paid in Cash"
315-316	Change	"case interest at such...rate) and (2) attorneys" changed to "case interest at such other rate); (2) attorneys"
317	Change	"with respect to a particular Claim." changed to "with respect to a...and the Bondholders."
318	Change	"Parent" means ASARCO Incorporated," changed to "288. "Parent" means ASARCO Incorporated,"
319	Change	"Parent" changed to "289. "Parent"
320	Change	"Parent" changed to "290. "Parent"
321	Change	"Parent" changed to "291. "Parent"
322	Change	"Participating LMI" means the Participating" changed to "292. "Participating LMI" means the Participating"
323	Change	"PBG" means the Pension Benefit" changed to "293. "PBG" means the Pension Benefit"
324	Change	"Pension Plan" means each Employee" changed to "294. "Pension Plan" means each Employee"
325	Change	"Permanent Channeling Injunction"" changed to

		"295. "Permanent Channeling Injunction""
326	Change	"Permitted Liens" shall have the" changed to "296. "Permitted Liens" shall have the"
327	Change	"Person" means any person, individual," changed to "297. "Person" means any person, individual,"
328	Change	"Petition Date" means, as to each" changed to "298. "Petition Date" means, as to each"
329	Change	"Plan" as used in the Plan Documents" changed to "299. "Plan" as used in the Plan Documents"
330	Change	"Plan Administration Account" means" changed to "300. "Plan Administration Account" means"
331	Change	"Plan Administration Agreement"" changed to "301. "Plan Administration Agreement""
332	Change	"Plan Administration Committee"" changed to "302. "Plan Administration Committee""
333	Change	"Plan Administration Reserve" means" changed to "303. "Plan Administration Reserve" means"
334	Change	"Plan Administrator" means the Entity" changed to "304. "Plan Administrator" means the Entity"
335	Change	"Plan Confirmation Order" shall" changed to "305. "Plan Confirmation Order" shall"
336	Change	"Plan Consideration" means (a) the" changed to "306. "Plan Consideration" means (a) the"
337	Change	"Plan Documents" means the Plan," changed to "307. "Plan Documents" means the Plan,"
338	Change	"Plan Rate" means the rate at which" changed to "308. "Plan Rate" means the rate at which"
339	Change	"Plan Sales Proceeds" means the" changed to "309. "Plan Sales Proceeds" means the"
340	Change	"Plan Sponsor" means Sterlite (USA)," changed to "310. "Plan Sponsor" means Sterlite (USA),"
341	Change	"Plan Sponsor Promissory Note" shall" changed to "311. "Plan Sponsor Promissory Note" shall"
342-343	Change	"note in the principal...be adjusted pursuant to" changed to "note in the principal...(as adjusted pursuant to"
344-345	Change	"adjusted pursuant to section 4.3(c)" changed to "adjusted pursuant to Section 4.3(c)"
346	Change	"4.3(c) of the New Plan Sponsor PSA and" changed to "4.3(c), (d) and (e) of...New Plan Sponsor PSA and"
347-348	Change	"of the New Plan Sponsor...issued at Closing by" changed to "of the New Plan Sponsor...be issued at Closing by"
349-350	Change	"issued at Closing by the...ASARCO (or such

		other" changed to "issued at Closing by...Trust (or such other"
351-352	Change	"(or such other person as...designate in accordance" changed to "(or such other Person as...designate in accordance"
353	Change	"designate in accordance...form of Exhibit D to the" changed to "designate in accordance...form of Exhibit D to the"
354	Change	"“Plans” means the Debtors" changed to "312. “Plans” means the Debtors"
355	Change	"“Post-Petition Interest” means interest" changed to "313. “Post-Petition Interest” means interest"
356-357	Insertion	324. “Preliminary Class 3 Ratio” means 73 percent
358-359	Insertion	325. “Preliminary Class 4...Ratio” means 27 percent.
360	Change	"“Prepetition ASARCO Environmental" changed to "314. “Prepetition ASARCO Environmental"
361	Change	"“Prepetition ASARCO Environmental" changed to "315. “Prepetition ASARCO Environmental"
362	Change	"“Previously Settled Environmental" changed to "316. “Previously Settled Environmental"
363	Change	"“Previously Settled Environmental" changed to "317. “Previously Settled Environmental"
364	Change	"“Priority Claim” means any Claim" changed to "318. “Priority Claim” means any Claim"
365	Change	"“Priority Tax Claim” means any Claim" changed to "319. “Priority Tax Claim” means any Claim"
366	Change	"“Privileges” means any attorney-client" changed to "320. “Privileges” means any attorney-client"
367	Change	"“Professional Persons” means Persons" changed to "321. “Professional Persons” means Persons"
368	Change	"“Proof of Claim” means any proof" changed to "322. “Proof of Claim” means any proof"
369	Change	"“Pro Rata” means the ratio of the" changed to "323. “Pro Rata” means the ratio of the"
370	Change	"“Property of the Estate” means all" changed to "324. “Property of the Estate” means all"
371	Change	"“Protected Officers and Directors”" changed to "325. “Protected Officers and Directors”"
372	Change	"“PRP” means a non-governmental Entity" changed to "326. “PRP” means a non-governmental Entity"
373	Change	"“Purchase Price” shall have the" changed to "327. “Purchase Price” shall have the"

374	Change	"for reference purposes...means an amount equal to" changed to "for reference purposes...(a) an amount equal to"
375	Change	"an amount equal to: (" changed to "an amount equal to ("
376-377	Change	"(a) \$1.1 billion" changed to "(i) \$1.1 billion"
378	Change	") \$1.1 billion, plus (b)...Plan Sponsor Promissory" changed to ") \$1.1 billion, plus (ii)...Plan Sponsor Promissory"
379	Change	"“Purchased Real Property” shall" changed to "328. “Purchased Real Property” shall"
380	Change	"“Purchaser Breach” shall have the" changed to "329. “Purchaser Breach” shall have the"
381	Change	"“Put Option” means a definitive" changed to "330. “Put Option” means a definitive"
382	Change	"“Qualified Bank” shall have the" changed to "331. “Qualified Bank” shall have the"
383	Change	"“RCRA” means the Resource Conservation" changed to "332. “RCRA” means the Resource Conservation"
384	Change	"“Real Property” shall have the meaning" changed to "333. “Real Property” shall have the meaning"
385	Change	"“Reference Order” means the District" changed to "334. “Reference Order” means the District"
386	Change	"“Reinstated” or “Reinstatement”" changed to "335. “Reinstated” or “Reinstatement”"
387	Change	"“Release” shall have the meaning" changed to "336. “Release” shall have the meaning"
388	Change	"“Remedial Action” shall have the" changed to "337. “Remedial Action” shall have the"
389	Change	"“Reorganization Cases” means the" changed to "338. “Reorganization Cases” means the"
390	Change	"“Reorganized ASARCO” means ASARCO," changed to "339. “Reorganized ASARCO” means ASARCO,"
391	Change	"“Reorganized Covington” means Covington," changed to "340. “Reorganized Covington” means Covington,"
392	Change	"“Reorganized Debtors” means Reorganized" changed to "341. “Reorganized Debtors” means Reorganized"
393	Change	"“Reports” means the detailed reports" changed to "342. “Reports” means the detailed reports"
394	Change	"“Representatives” shall have the" changed to "343. “Representatives” shall have the"

395	Change	"“Residual Environmental Claims”" changed to "344. “Residual Environmental Claims”"
396	Change	"“Residual Environmental Settlement" changed to "345. “Residual Environmental Settlement"
397	Change	"“Residual Environmental Settlement" changed to "346. “Residual Environmental Settlement"
398	Change	"“Retained Books and Records” shall" changed to "347. “Retained Books and Records” shall"
399	Change	"“Retained Liabilities” shall have" changed to "348. “Retained Liabilities” shall have"
400	Change	"“RLF” means RLF Perth Amboy Properties," changed to "349. “RLF” means RLF Perth Amboy Properties,"
401	Change	"“Rosemont Ranch Defendants” means" changed to "350. “Rosemont Ranch Defendants” means"
402	Change	"“Salaried Plan” means the Retirement" changed to "351. “Salaried Plan” means the Retirement"
403	Change	"“Santa Cruz” means ASARCO Santa" changed to "352. “Santa Cruz” means ASARCO Santa"
404	Change	"“SCC” means Southern Copper Corporation" changed to "353. “SCC” means Southern Copper Corporation"
405	Change	"“SCC Final Judgment” means the final" changed to "354. “SCC Final Judgment” means the final"
406	Change	"“SCC Litigation” means the claims" changed to "355. “SCC Litigation” means the claims"
407	Change	"“SCC Litigation Proceeds” means" changed to "356. “SCC Litigation Proceeds” means"
408	Change	"“SCC Litigation Purchase Price”" changed to "357. “SCC Litigation Purchase Price”"
409	Change	"“SCC Litigation Trust” means that" changed to "358. “SCC Litigation Trust” means that"
410	Change	"“SCC Litigation Trust Agreement”" changed to "359. “SCC Litigation Trust Agreement”"
411	Change	"“SCC Litigation Trust Beneficiaries”" changed to "360. “SCC Litigation Trust Beneficiaries”"
412	Change	"“SCC Litigation Trust Board” means" changed to "361. “SCC Litigation Trust Board” means"
413	Change	"“SCC Litigation Trust Claims” means" changed to "362. “SCC Litigation Trust Claims” means"
414	Change	"“SCC Litigation Trust Expense Fund”" changed to "363. “SCC Litigation Trust Expense Fund”"
415	Change	"“SCC Litigation Trust Interests”" changed to "364. “SCC Litigation Trust Interests”"
416	Change	"“SCC Litigation Trust Register”" changed to



		"365. "SCC Litigation Trust Register""
417	Change	"SCC Litigation Trust Registrar"" changed to "366. "SCC Litigation Trust Registrar""
418	Change	"SCC Litigation Trust Reserve" means" changed to "367. "SCC Litigation Trust Reserve" means"
419	Change	"SCC Litigation Trust Tax Owners"" changed to "368. "SCC Litigation Trust Tax Owners""
420	Change	"SCC Litigation Trustee" means the" changed to "369. "SCC Litigation Trustee" means the"
421	Change	"SCC Purchaser Percentage" means" changed to "370. "SCC Purchaser Percentage" means"
422	Change	"SCC Purchasers" means the purchasers" changed to "371. "SCC Purchasers" means the purchasers"
423	Change	"SCC Stock" means all of the stock" changed to "372. "SCC Stock" means all of the stock"
424	Change	"SCF" means the Arizona State Compensation" changed to "373. "SCF" means the Arizona State Compensation"
425	Change	"Schedules" means the schedules," changed to "374. "Schedules" means the schedules,"
426	Change	"Seaboard" means Seaboard Surety" changed to "375. "Seaboard" means Seaboard Surety"
427	Change	"SEC" means the Securities and Exchange" changed to "376. "SEC" means the Securities and Exchange"
428	Change	"Second L/C" shall have the meaning" changed to "377. "Second L/C" shall have the meaning"
429	Change	"Secured Asbestos Personal Injury" changed to "378. "Secured Asbestos Personal Injury"
430	Change	"Secured Claim" means any Claim" changed to "379. "Secured Claim" means any Claim"
431	Change	"Secured Intercompany DIP Credit" changed to "380. "Secured Intercompany DIP Credit"
432	Change	"Security Document" shall have the" changed to "381. "Security Document" shall have the"
433	Change	"Seller Material Adverse Effect"" changed to "382. "Seller Material Adverse Effect""
434	Change	"Sellers" means ASARCO and the Non-Debtor" changed to "383. "Sellers" means ASARCO and the Non-Debtor"
435	Change	"Settling Asbestos Insurance Company"" changed to "384. "Settling Asbestos Insurance Company""
436	Change	"Silver Bell" means Silver Bell" changed to

		"385. "Silver Bell" means Silver Bell"
437	Change	"Silver Bell Interests" shall have" changed to "386. "Silver Bell Interests" shall have"
438	Change	"Silver Bell LLC Agreement" means" changed to "387. "Silver Bell LLC Agreement" means"
439	Change	"Silver Bell Property" shall have" changed to "388. "Silver Bell Property" shall have"
440	Change	"Sold Assets" means the "Purchased" changed to "389. "Sold Assets" means the "Purchased"
441	Change	"SPHC" means Southern Peru Holdings," changed to "390. "SPHC" means Southern Peru Holdings,"
442	Change	"SPT" means Seaboard and St. Paul" changed to "391. "SPT" means Seaboard and St. Paul"
443	Change	"SPT Indemnity Agreement" means" changed to "392. "SPT Indemnity Agreement" means"
444	Change	"SPT Settlement Agreement" means" changed to "393. "SPT Settlement Agreement" means"
445	Change	"St. Paul Fire" means St. Paul Fire" changed to "394. "St. Paul Fire" means St. Paul Fire"
446	Change	"Stand-Alone Plan" shall have the" changed to "395. "Stand-Alone Plan" shall have the"
447	Change	"Sterlite" means Sterlite (USA)," changed to "396. "Sterlite" means Sterlite (USA),"
448	Change	"Sterlite Agreed Order" shall have" changed to "397. "Sterlite Agreed Order" shall have"
449	Change	"Sterlite 9019 Motion" means the" changed to "398. "Sterlite 9019 Motion" means the"
450	Change	"Sterlite 9019 Order" means the" changed to "399. "Sterlite 9019 Order" means the"
451	Change	"Sterlite Plan Agreement in Principle" changed to "400. "Sterlite Plan Agreement in Principle"
452-453	Insertion	413. "Sterlite Purchased...Trust Interests.
454-455	Insertion	414. "Sterlite Purchased...6.2(a) of the Plan.
456-457	Insertion	415. "Sterlite Side...Arrangement.
458-459	Insertion	416. "Sterlite Side...Trust Interests.
460-461	Insertion	417. "Sterlite Side...has been Paid in Full.
462	Change	"Subordinated Claims" means those" changed to "401. "Subordinated Claims" means those"
463-464	Insertion	419. "Subordination...has been Paid in Full.
465	Change	"Subsequent Administrative Claims"" changed to "402. "Subsequent Administrative Claims""
466	Change	"Subsequent Administrative Claims" changed to "403. "Subsequent Administrative Claims"
467	Change	"Subsidiary" shall have the meaning" changed to

		"404. "Subsidiary" shall have the meaning"
468	Change	"Subsidiary Debtors" means ASARCO" changed to "405. "Subsidiary Debtors" means ASARCO"
469	Change	"Superfund" means the Hazardous" changed to "406. "Superfund" means the Hazardous"
470	Change	"Superior Proposal" shall have the" changed to "407. "Superior Proposal" shall have the"
471	Change	"Superior Proposal Threshold" shall" changed to "408. "Superior Proposal Threshold" shall"
472	Change	"Tax Refund" means the tax refund" changed to "409. "Tax Refund" means the tax refund"
473	Change	"TCEQ" means the Texas Commission" changed to "410. "TCEQ" means the Texas Commission"
474	Change	"Third Amended Disclosure Statement" changed to "411. "Third Amended Disclosure Statement"
475	Change	"Third L/C" shall have the meaning" changed to "412. "Third L/C" shall have the meaning"
476	Change	"Tolling Arrangements" shall have" changed to "413. "Tolling Arrangements" shall have"
477	Change	"Toxic Tort Claims" means the toxic" changed to "414. "Toxic Tort Claims" means the toxic"
478	Change	"Trade Creditor Preference Claim" changed to "415. "Trade Creditor Preference Claim"
479	Change	"Transition Services Agreement" changed to "416. "Transition Services Agreement"
480	Change	"TRC" means TRC Companies, Inc." changed to "417. "TRC" means TRC Companies, Inc."
481	Change	"Trust Documents" means the Asbestos" changed to "418. "Trust Documents" means the Asbestos"
482	Change	"Trust Indenture Act" means the" changed to "419. "Trust Indenture Act" means the"
483	Change	"Trustees" means the Persons appointed" changed to "420. "Trustees" means the Persons appointed"
484	Change	"Trusts" means the Asbestos Trust," changed to "421. "Trusts" means the Asbestos Trust,"
485	Change	"Undeliverable and Unclaimed Distribution" changed to "422. "Undeliverable and Unclaimed Distribution"
486	Change	"Unions" means the labor organizations" changed to "423. "Unions" means the labor organizations"
487	Change	"Unpaid Cure Claims Amount" shall" changed to

		"424. "Unpaid Cure Claims Amount" shall"
488	Change	"“Unpaid Cure Claims Reserve” means" changed to "425. "Unpaid Cure Claims Reserve” means"
489	Change	"“Unsecured Asbestos Personal Injury" changed to "426. "Unsecured Asbestos Personal Injury"
490	Change	"“Unsecured Asbestos Personal Injury" changed to "427. "Unsecured Asbestos Personal Injury"
491	Change	"“Unsecured Claim” means any Claim" changed to "428. "Unsecured Claim” means any Claim"
492	Change	"“USDA” means the United States Department" changed to "429. "USDA” means the United States Department"
493	Change	"“U.S. Trustee” means the United" changed to "430. "U.S. Trustee” means the United"
494	Change	"“USW” means the United Steel, Paper" changed to "431. "USW” means the United Steel, Paper"
495	Change	"“Ventura Warehouse” means ASARCO" changed to "432. "Ventura Warehouse” means ASARCO"
496	Change	"“Vested Causes of Action” means" changed to "433. "Vested Causes of Action” means"
497	Change	"“Vested Causes of Action Escrow”" changed to "434. "Vested Causes of Action Escrow”"
498	Change	"“Vested Causes of Action Proceeds”" changed to "435. "Vested Causes of Action Proceeds”"
499	Change	"“Voting Record Date” means July" changed to "436. "Voting Record Date” means July"
500	Change	"“WHM Copper Mountain” means WHM" changed to "437. "WHM Copper Mountain” means WHM"
501	Change	"“Winterthur Swiss” means Winterthur" changed to "438. "Winterthur Swiss” means Winterthur"

<b>Statistics:</b>	
	Count
Insertions	56
Deletions	445
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	501