

REDACTED

NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS

**AGREEMENT IN PRINCIPLE REGARDING  
SUMMARY TERMS OF  
CHAPTER 11 PLAN FOR  
ASARCO LLC AND SUBSIDIARIES**

This AGREEMENT IN PRINCIPLE (as the same may be amended, modified or supplemented from time to time, the "**Agreement**") is made and entered into as of April 12, 2009 by and among ASARCO Incorporated, a Delaware corporation (the "**Parent**"), Americas Mining Corporation, a Delaware corporation ("**AMC**"), and collectively with the Parent, the "**Plan Sponsor**", Robert C. Pate, in his capacity as the Future Claims Representative (the "**FCR**"), and the Official Committee of Unsecured Creditors for the Subsidiary Debtors (the "**Subsidiary Committee**"). The Plan Sponsor, the FCR and the Subsidiary Committee hereinafter are referred to individually as a "**Party**" and collectively as the "**Parties**."

W I T N E S S E T H:

WHEREAS, ASARCO LLC, a Delaware limited liability company ("**ASARCO**"), and certain of its affiliates (ASARCO together with such affiliates, the "**Debtors**") are Debtors and Debtors in Possession in an administratively consolidated bankruptcy case captioned *In re ASARCO LLC, et al.*, Case No. 05-21207 (the "**Case**"), pending in the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division (the "**Court**");

WHEREAS, the Plan Sponsor, directly and indirectly, own all of the outstanding equity interests of ASARCO;

WHEREAS, the Plan Sponsor intends to sponsor a chapter 11 plan of reorganization for the Debtors substantially on the terms described herein (the "**Reorganization Plan**");

WHEREAS, the Subsidiary Committee and the FCR (collectively, the "**Asbestos Representatives**") have been appointed in the bankruptcy cases of the Subsidiary Debtors to represent individuals holding Asbestos Claims and/or Demands against ASARCO and/or the Subsidiary Debtors (collectively, "**Asbestos Claims**"); and

WHEREAS, the Parties have reached agreement in principle to support confirmation and consummation of the Reorganization Plan and the steps described in this Agreement to achieve that objective;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

---

<sup>1</sup> Capitalized terms used herein, and not otherwise defined, shall have the meanings ascribed to them in Schedule 1 hereto.

NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS

**I. Transaction.**

(a) **Mutual Support.** The Parties shall oppose the pending motion pursuant to Bankruptcy Rule 9019 with respect to the proposed compromise and settlement of all claims held by the Debtors and their estates against Sterlite (USA), Inc. and Sterlite Industries (India) Ltd. (collectively, "**Sterlite**"), the proposed sale of the Debtors' assets to Sterlite, the establishment of bid procedures with respect to such proposed sale, and a proposed plan of reorganization for the Debtors based upon such proposed settlement and sale (the "**Debtors' Plan**"). At any hearing in the Case with respect to the proposed Sterlite transactions, the Asbestos Representatives shall announce that they oppose the Debtors' current proposed compromise and settlement, sale, bid procedures or the Debtors' Plan, and will not deliver (as to the FCR) and will not recommend (as to the Subsidiary Committee) that their constituents deliver sufficient votes to support a Bankruptcy Code section 524(g) injunction under the terms of such Debtors' Plan.

(b) **Interim Steps.** At the April 13, 2009, hearing, the Parties shall make the following disclosures to the Court and other parties in interest:

- i. The Plan Sponsor shall deposit the sum of \$1.3 billion in Cash or Cash equivalents (which may include shares of Southern Copper Corporation stock) (the "**Plan Sponsor Initial Contribution**") into an escrow account to be established in a U.S. domestic bank to backstop the Plan Sponsor's obligations under this Agreement. The Plan Sponsor shall deposit the Plan Sponsor Initial Contribution into such escrow account within 60 days of the date of this Agreement. To the extent the Plan Sponsor Initial Contribution is funded with Cash equivalents, the Plan Sponsor may replace such portion with Cash at any time.
- ii. The Reorganization Plan shall provide for the treatment of Asbestos Claims in the manner described herein, including a Bankruptcy Code section 524(g) injunction.
- iii. The Asbestos Representatives shall request and support the Debtors' withdrawal of the Debtors' pending motion with respect to the proposed Sterlite compromise and settlement, Sterlite sale, and proposed bid procedures and the Debtors' Plan and disclosure statement, and shall support confirmation and consummation of the Reorganization Plan.
- iv. The Asbestos Representatives shall support the Plan Sponsor in seeking the withdrawal or postponement of any motions presently pending or subsequently filed by the Debtors seeking approval of any matters outside the ordinary course of business of the Debtors, unless such motions are supported by the Plan Sponsor.
- v. The Asbestos Representatives shall support a stay pending appeal of any judgment, when entered, by Judge Andrew S. Hanen of the United States District Court for the Southern District of Texas, Brownsville Division, in Civil Action No. 07-00018 (the "**Brownsville Litigation**"), pending

**NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS**

confirmation and consummation of the Reorganization Plan; provided, however, that AMC shall continue to agree to the non-transferability of the shares of Southern Copper Corporation that are the subject of the Brownsville Litigation and AMC shall continue to abide by any other agreement it enters into in connection with, or any order entered in, the Brownsville Litigation.

**II. Premises of Plan**

**Overview:** The Plan Sponsor shall promptly propose, and the Asbestos Representatives shall support, the Reorganization Plan on the terms described herein, in form and substance reasonably acceptable to the Asbestos Representatives; provided that the Asbestos Representatives may, in the exercise of their fiduciary duties, support another transaction that is feasible and confirmable, will yield materially greater recovery to the holders of Asbestos Claims, and provides aggregate consideration to all creditors that is greater than that provided under the Reorganization Plan.

**Assets:** Reorganized ASARCO shall retain ownership of all assets except for those assets specifically designated as Excluded Assets in a supplemental filing to be made no later than ten (10) days prior to a confirmation hearing on the Reorganization Plan, which Excluded Assets will be liquidated or disposed of pursuant to the Reorganization Plan.

**No Breakup Fee:** The Plan Sponsor does not require a breakup fee to effectuate the Reorganization Plan.

**Timing:** The Effective Date of the Reorganization Plan is anticipated to be on or before August 31, 2009, or such later date as may be required by reason of the Court's calendar.

**Treatment and Classification of Claims:**

**Administrative and**

**Priority Claims:** Each allowed administrative claim (to the extent not previously paid) shall be paid in full, in Cash, on the later of (a) the Effective Date or (b) the date on which each such claim becomes an allowed claim; provided, however, that (i) claims representing ordinary course obligations shall be assumed by Reorganized ASARCO and paid or performed in the ordinary course, and (ii) claims of professional advisors (including any success fee) shall be paid after their respective final fee applications have been approved. Priority claims will be paid in accordance with the Bankruptcy Code.

**Secured Claims:** At the discretion of the Plan Sponsor, (a) allowed Secured Claims shall be reinstated in accordance with section 1124(2) of the

**NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS**

Bankruptcy Code, (b) holders of allowed Secured Claims shall be paid in Cash the full value of their respective collateral on the later of (i) the Effective Date or (ii) the date on which each such claim becomes an allowed claim; (c) Reorganized ASARCO shall surrender to the claimant collateral securing such allowed Secured Claims; or (d) allowed Secured Claims shall be treated in any other manner such as to render them unimpaired.

**Asbestos Claims  
Against ASARCO:**

The Reorganization Plan shall establish a trust pursuant to section 524(g) of the Bankruptcy Code (the “*Asbestos Trust*”). Asbestos Claims shall be treated as follows:

- (i) All liquidated, undisputed, non-contingent Asbestos Claims against ASARCO LLC (which are believed to be based on settlement agreements entered into by ASARCO LLC (or its predecessor ASARCO Inc.) prior to the Petition Date shall be treated pursuant to Asbestos Claim distribution procedures approved by the Court.
- (ii) All other unliquidated, disputed or contingent Asbestos Claims (including claims arising from those settlements entered into prepetition that were conditioned upon the effectiveness of a “prepackaged” plan of reorganization including a section 524(g) trust) shall be allowed in the aggregate amount of \$1.0 billion.
- (iii) The Asbestos Claims shall be channeled to the Asbestos Trust, and the holders of such Asbestos Claims shall look solely to the Asbestos Trust for payment on such Asbestos Claims. The Asbestos Trust shall be established and funded on the Effective Date with (a) Cash in the amount of \$500 million, (b) a promissory note made payable by Reorganized ASARCO in the original principal amount of \$250 million with the terms described below, (c) rights to all insurance proceeds with respect to Asbestos Claims, and (d) Cash in the amount of \$27.5 million to administer the Asbestos Trust, which shall be allowed as an Administrative Claim. Among other things, a cooperation agreement regarding treatment of and access to information in the possession of the Debtors relating to Asbestos Claims will be negotiated in good faith by the Parties. The promissory note shall be for a term of one year from the Effective Date, shall bear interest at the rate of 6.0% per annum, and shall be secured by (a) a first lien on the assets of Reorganized ASARCO, and (b) a pledge by the Plan Sponsor of 51% of the equity in Reorganized ASARCO.

**NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS**

The promissory note shall be prepayable at any time, without penalty.

**Bond Claims:**

**REDACTED**

**Other Unsecured Claims:**

**REDACTED**

**Remediation Obligations:** Environmental liabilities with respect to the Owned Strategic Properties will be reinstated and satisfied in the ordinary course of business.

**General Unsecured Equity Interests:** Upon confirmation of the Reorganization Plan, the equity of Reorganized ASARCO shall be retained by the Plan Sponsor.

**Other Features of the Reorganization Plan:**

**Collective Bargaining Agreement:** Pursuant to the Reorganization Plan, the Plan Sponsors intend to maintain the current Collective Bargaining Agreements with such modifications as are mutually agreed with the Unions; provided, however, that if the Unions withhold their consent to this Agreement and/or to the Reorganization Plan, the Plan Sponsor reserves all rights and remedies against the Unions. Discussions will be reconvened between the Plan Sponsor and the Unions to address labor matters.

**Retained Employees:** The Plan Sponsor intends to provide the Retained Employees with the same compensation and benefits (including salary) for one year following the Effective Date as was provided to such employees prior to the Effective Date, subject to management's authority to

**NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS**

make adjustments to wages and benefits in the ordinary course as necessary to address the needs of the business and market conditions.

**Conditions Precedent to Confirmation:**

Confirmation is contingent upon the form of all required documentation, including the confirmation order, trust agreements and protocols, being in form and substance satisfactory to the Plan Sponsor. Insofar as the Asbestos Claim-related trust agreements and protocols are concerned, such trusts and protocols shall be in a form and substance satisfactory to the Subsidiary Committee and the FCR and, in consultation with the Plan Sponsor, otherwise consistent with the Bankruptcy Code and applicable laws.

**Conditions Precedent to Plan Effective Date:**

The Effective Date is contingent upon satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered an order confirming the Reorganization Plan, in form and substance satisfactory to the Plan Sponsor, that has become a final order; and

(b) All required documentation, including trust agreements and protocols, shall be in form and substance satisfactory to the Plan Sponsor. Insofar as the Asbestos Claim-related trust agreements and protocols are concerned, such trusts and protocols shall be in a form and substance satisfactory to the Subsidiary Committee and the FCR and, in consultation with the Plan Sponsor, otherwise consistent with the Bankruptcy Code and applicable laws.

**Exculpation, Discharge and Releases:**

The Reorganization Plan shall contain customary exculpation provisions for chapter 11 and plan related activities, for all parties involved in the Reorganization Plan process (including the Plan Sponsor and its affiliates).

Upon the Effective Date of the Reorganization Plan, all claims or causes of action identified on Schedule 2 shall be dismissed with prejudice. Without limitation, the Plan Sponsor and any affiliate shall be relieved from judgment in the Brownsville Litigation and the Parties shall take all steps necessary to cause the judgment in the Brownsville Litigation to have no further force and effect.

The Reorganization Plan shall provide for complete satisfaction, discharge, and release of all claims and demands of any nature whatsoever, including past, present and future environmental liability of ASARCO and Reorganized ASARCO (and to the

**NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS**

extent applicable, the Plan Sponsor and their affiliates), and each of their Representatives, against ASARCO LLC and any of the other Debtors, the Parent, Americas Mining Corporation, Grupo México, S.A.B. de C.V., Southern Copper Corporation and each of their affiliates, or any of their assets, properties, or interests in property. Upon the Effective Date, all claims, demands, and equity interests shall be satisfied, discharged and released in full except as specifically provided elsewhere in the Reorganization Plan or as required to render the Reorganization Plan confirmable.

The Reorganization Plan shall provide that all other entities are forever barred from asserting claims against the Reorganized Debtors, the Parent, Americas Mining Corporation, Grupo México, S.A.B. de C.V., Southern Copper Corporation and each of their affiliates, or any of their assets, properties, or interests in property, and shall include an injunction to the full extent contemplated by section 524(g) of the Bankruptcy Code to protect the Reorganized Debtors, the Parent, Americas Mining Corporation, Grupo México, S.A.B. de C.V., Southern Copper Corporation and each of their affiliates, or any of their assets, properties, or interests in property, from, claims, demands, causes of action, or rights of setoff or recoupment based upon any act or omission, transaction, or other activity, event, or occurrence of any kind or nature that occurred prior to the Effective Date of the Reorganization Plan, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date, that was or could have been asserted against the Debtors, or any of them, or against the Parent, Americas Mining Corporation, Grupo México, S.A.B. de C.V., Southern Copper Corporation and each of their affiliates that are derivative of claims, demands, causes of action, or rights of setoff or recoupment against the Debtors, or any of them, unless expressly provided for in the Reorganization Plan or otherwise prohibited by applicable law.

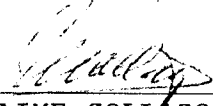
The Reorganization Plan shall provide that neither the Debtors, nor any other party, in any capacity, is discharged, released or relieved of Pension Benefit Guaranty Corporation liability with respect to the pension plans under any law, governmental policy, or regulatory provision.



NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS

PLAN SPONSOR:

ASARCO INCORPORATED, a Delaware corporation

By:   
Name: JAIME COLLAZO  
Title: CEO + PRESIDENT

By: \_\_\_\_\_  
Name:  
Title:

AMERICAS MINING CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

FCR:

ROBERT C. PATE, in his capacity as Future Claims Representative

By: \_\_\_\_\_  
Name:  
Title:

SUBSIDIARY COMMITTEE:

Official Committee of Unsecured Creditors for the Subsidiary Debtors

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



April \_\_, 2009

**NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS**

PLAN SPONSOR:

ASARCO INCORPORATED, a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: *Jorge Laguarda P.*

Title: *Vice President and General Counsel*

AMERICAS MINING CORPORATION, a Delaware corporation

By: \_\_\_\_\_

Name: *Roberto J. de la Torre E.*

Title: *General Counsel*

By: \_\_\_\_\_

Name: *Jorge Laguarda P.*

Title: *Assistant Secretary*

FCR:

ROBERT C. PATE, in his capacity as Future Claims Representative

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSIDIARY COMMITTEE:

Official Committee of Unsecured Creditors for the Subsidiary Debtors

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS

PLAN SPONSOR:

ASARCO INCORPORATED, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

AMERICAS MINING CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

FCR:

ROBERT C. PATE, in his capacity as Future Claims Representative

By: Robert C. Pate 2:58 pm CDT  
Name: Robert C. Pate  
Title: Future Claims Rep.

SUBSIDIARY COMMITTEE:

Official Committee of Unsecured Creditors for the Subsidiary Debtors

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

04/12/2009 00:40 15105473817  
04/12/2009 14:26 2449694933

STEVEN & JUDY KAZAN

PAGE 01

**NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS**

**PLAN SPONSOR:**

ASARCO INCORPORATED, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

AMERICAS MINING CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**FCR:**

ROBERT C. PATE, in his capacity as Future Claims Representative

By: \_\_\_\_\_  
Name:  
Title:

**SUBSIDIARY COMMITTEE:**

Official Committee of Unsecured Creditors for the Subsidiary Debtors

By: Steven Kazan  
Name: STEVEN KAZAN  
Title: CO-CHAIR OF COMMITTEE

By: APRIL 12, 2009  
Name:  
Title:

NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS

**SCHEDULE 1**

**DEFINITIONS**

2003 Consent Decree: shall mean the certain Consent Decree between and among the United States of America, ASARCO LLC, and SPHC, entered February 3, 2003.

AMC: shall mean Americas Mining Corporation.

ASARCO Bonds: shall mean the (i) Nueces River Authority Environmental Revenue Refunding Bonds (ASARCO Incorporated Project) Series 1998 in the aggregate principal amount of \$27.74 million (5.60% due January 2027); (ii) ASARCO Incorporated 7 7/8% Debentures due 2013 in the aggregate principal amount of \$100 million; (iii) Nueces River Authority Environmental Revenue Refunding Bonds (ASARCO Incorporated Project) Series 1998A in the aggregate principal amount of \$22.2 million (5.60% due April 2018); (iv) Lewis and Clark County, Montana Environmental Revenue Refunding Bonds (ASARCO Incorporated Project) Series 1998 in the aggregate principal amount of \$33.16 million (5.60% due January 2027); (v) Industrial Development Authority of the County of Gila, Arizona Environmental Revenue Refunding Bonds (ASARCO Incorporated Project) Series 1998 in the aggregate principal amount of \$71.9 million (5.55% due January 2027); (vi) ASARCO Incorporated 8 1/2% Debentures due 2025 in the aggregate principal amount of \$150 million; and (vii) Lewis and Clark County, Montana Environmental Revenue Refunding Bonds (ASARCO Incorporated Project) Series 1998 in the aggregate principal amount of \$34.8 million (5.85% due October 2033).

Asbestos Claims: shall mean all asbestos claims asserted or that may be asserted against the Subsidiary Debtors and ASARCO LLC.

Bankruptcy Code: shall mean title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

CBA: shall mean the Collective Bargaining Agreement between ASARCO LLC and the Unions dated January 1, 2007.

Consent Decree Promissory Note: shall mean the certain Promissory Note in the amount of \$100 million executed by Americas Mining Corporation and delivered to SPHC pursuant to the terms of the 2003 Consent Decree.

Court: shall mean the United States Bankruptcy Court for the Southern District of Texas.

Demands: shall have the meaning set forth in Section 524(g)(5) of the Bankruptcy Code.

Effective Date: shall mean the Reorganization Plan's effective date, which is anticipated to be on or before [*\*August 31, 2009\**].

Environmental Claims: shall mean all environmental claims and remediation obligations (past and future response costs and natural resource damages) identified for the Non-Owned Sites and the Owned Sites.

**NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS**

Excluded Assets: shall mean such assets as are designated by the Plan Sponsor in a plan supplement to be filed no later than ten (10) days prior to the confirmation hearing; provided, however, that such supplement shall not include the primary operating assets of the Debtors.

General Unsecured Claims: shall mean unsecured claims other than Environmental Claims, Asbestos Claims, Bond Claims and Other Insured Claims.

LAQ: shall mean Lac d'Amiante du Quebec L'tée.

Other Insured Claims: shall mean unsecured claims for which insurance proceeds are available, other than Asbestos Claims, Environmental Claims and Toxic Tort Claims.

Owned Strategic Sites: shall mean the owned sites identified in the attached Schedule 3.

Parent: shall mean ASARCO Incorporated.

Reorganization Plan: shall mean a plan of reorganization for ASARCO LLC on substantially the terms described in this Term Sheet and otherwise in form and substance satisfactory to the Parent.

Reorganized ASARCO: shall mean ASARCO LLC on and after the Effective Date.

Retained Employees: shall mean all employees of ASARCO LLC who are employed on the Effective Date, including those actively at work or on vacation, leave of absence or other approved absence from work and individuals who have received offers of employment but have not reported to work. Retained Employees shall not include employees of ASARCO LLC and the Subsidiary Debtors whose principal services relate to litigation and/or bankruptcy administration.

Plan Sponsor: shall mean, collectively, AMC and the Parent.

Subsidiary Debtors: shall mean the subsidiaries of ASARCO LLC that are debtors in chapter 11 and that have exposure to asbestos liability.

Toxic Tort Claims: shall mean all alleged damages related to toxic tort, personal injury, environmental property damage and related breach-of-settlement claims resulting from alleged exposure to lead or toxic substances at ASARCO LLC's sites in Hayden, Arizona, Tar Creek, Oklahoma, and El Paso, Texas.

Unions: shall mean the USW, acting on behalf of itself and the other labor organizations as collective bargaining representatives of ASARCO employees.

USW: shall mean the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO.

NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS

SCHEDULE 2

RELEASED LITIGATION

DOCKET NO.	PLAINTIFFS	DEFENDANTS	NATURE OF ACTION
<b>District Court, Southern District of Texas</b>			
07-00018	ASARCO LLC, Southern Peru Holdings, LLC	Americas Mining Corporation ("AMC")	Fraudulent Transfer
07-00203 (Removed 0 5/02/07)	Phillip Nelson Burns, ASARCO LLC, Southern Peru Holdings, LLC, Mirjana Pavkovich, Warren Elmer Halpap,	Grupo Mexico S.A. de C.V.	Constructive and actual fraud, fraudulent conveyance
<b>Bankruptcy Court, Southern District of Texas</b>			
07-02009	ASARCO LLC	Americas Mining Corporation	Fraudulent transfer
07-02011	ASARCO LLC	AMC, ASARCO Incorporated, Enthone Inc. f/k/a Enthone-OMI, Inc., EI Liquidation, Inc. f/k/a Enthone, Incorporated, OMI International Corporation, <b>Counter-Claimant</b> - CAPCO Pipe Company, Inc., <b>Counter-Defendant</b> - AMC, ASARCO Incorporated, Rinker Materials South Central, Inc. f/k/a American Limestone Company, Enthone Inc. f/k/a Enthone-OMI, Inc., EI Liquidation, Inc. f/k/a Enthone, Incorporated, OMI International Corporation	Tax Refund Complaint: seeking declaration that the refund is property of ASARCO LLC.
07-02062	ASARCO LLC	Servicios de Apoyo Administrativo, S.A. de C.V	Recovery of money/property

NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS

DOCKET NO.	PLAINTIFFS	DEFENDANTS	NATURE OF ACTION
07-02063	ASARCO LLC	Mexicana de Cobre, S.A. de C.V.	Preferential or fraudulent transfer
07-02064	ASARCO LLC	Minera Mexico Internacional, Inc.	Preferential or fraudulent transfer; and objection to Claim No. 11067
07-02071	ASARCO LLC, AR Sacaton, LLC	Americas Mining Corporation, Tri-Point Development, LLC, CMR/Casa Grande, LLC, Vanguard Properties, Inc., First American Title Insurance Company	Fraudulent transfer
07-02072	ASARCO LLC	Grupo Mexico, S.A. de C.V.	Preferential or fraudulent transfer
07-02073	ASARCO LLC	Minera Mexico S.A. de C.V.	Preferential or fraudulent transfer
07-02075	ASARCO LLC	Americas Mining Corporation, ASARCO Incorporated	Preferential or fraudulent transfer
07-02077	Official Committee of Unsecured Creditors of ASARCO, LLC, <i>on Behalf of the ASARCO, LLC Bankruptcy Estate</i>	Genaro Larrea Mota-Velasco, German Larrea Mota-Velasco, Xavier Garcia de Quevedo Topete, Oscar Gonzalez Rocha, Alfredo Casar Perez, Daniel Tellechea Salido, Manuel Calderon Cardenas, Alberto de la Parra Zavala, Armando Fausto Ortega Gomez	Breach of Fiduciary Duties



NOT A SOLICITATION  
SUBJECT TO BANKRUPTCY PROCESS

**SCHEDULE 3**

**OWNED STRATEGIC SITES**

<b>SITE</b>
Ray Mine, AZ
Mission Mine, AZ
Hayden, AZ
Silver Bell, AZ
KCC Smelter, AZ
Amarillo Site, TX