

APR 15 2009

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION

Michael N. Kirby, Clerk of Court
By Deputy Clerk 

ASARCO LLC AND SOUTHERN PERU
HOLDINGS, LLC,

Plaintiffs,

v.

AMERICAS MINING CORPORATION,

Defendant.

Civil Action No. 1:07-CV-00018

(prior Adversary No. 07-2009)

AMERICAS MINING CORPORATION,

Counterclaim Plaintiff,

v.

ASARCO LLC,

Counterclaim Defendant.

FINAL JUDGMENT

On May 12, 2008, the Court called this case for trial. Plaintiffs ASARCO LLC (“ASARCO”) and Southern Peru Holdings, LLC (“SPH”) appeared through their attorneys and announced ready for trial. Defendant Americas Mining Corporation (“AMC”) appeared through its attorneys and announced ready for trial. The Court determined that it had jurisdiction over the subject matter and the parties to this proceeding, and tried this proceeding without a jury.

On August 30, 2008, the Court issued a Memorandum Opinion and Order setting forth its findings of fact and conclusions of law on the issue of liability. Dkt. No. 465 (published at *ASARCO LLC v. Americas Mining Corp.*, 396 B.R. 278 (S.D. Tex. 2008)). On April 1, 2009, the Court issued a Memorandum Opinion and Order addressing the issue of damages. Dkt. No. 493 (published at *ASARCO LLC v. Americas Mining Corp.*, No. 1:07-CV-00018, 2009 WL 890551,

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[With the agreement of the parties, an amended order was entered on April 14, 2009.]
(S.D. Tex. April 1, 2009)). ^ This Final Judgment is based on and reflects the liability and
damages findings in those two memorandum opinions and orders.

The Court now enters judgment in this case in favor of ASARCO. It is hereby
ORDERED, ADJUDGED, and DECREED that:

1. The transfer of 43,348,949 shares of Class A Common Stock of Southern Peru Copper Corporation, now known as Southern Copper Corporation ("SCC"), from ASARCO/SPH to AMC on March 31, 2003, is set aside and avoided.
2. That certain Stock Purchase Agreement, dated as of March 31, 2003, among ASARCO, SPH, AMC, and SPHC II Incorporated, is set aside and avoided.
3. That certain Agreement Regarding Cancellation of Indebtedness, dated as of March 31, 2003, among ASARCO, SPH, and AMC, is set aside and avoided.
4. That certain Promissory Note Due October 31, 2009, dated March 31, 2003, in the original principal amount of \$123,250,000.00, made by AMC in favor of SPH (the "\$123.25 Million Note"), is set aside and avoided.
5. AMC is relieved of any duty to pay the last payment on the \$123.25 Million Note as well as any unpaid interest on that note, whether disputed or not.
6. That certain Promissory Note Due May 31, 2010, dated March 31, 2003, in the original principal amount of \$100,000,000.00, made by AMC in favor of SPH (the "\$100 Million Note"), is preserved in its entirety.
7. ASARCO, SPH, and AMC shall comply with their contractual obligations on the \$100 Million Note, including making all future payments of principal and accrued interest.

8. AMC shall convey, assign, transfer, and deliver to ASARCO, free and clear of all encumbrances and restrictions on voting, 260,093,694 shares of Common Stock of SCC, adjusted to account for any subsequent recapitalizations, stock combinations, stock dividends, or stock splits between April 15, 2009, and the date AMC complies with the provisions of this Paragraph (the “SCC Shares”).
9. AMC shall execute all documents necessary to effectuate the conveyance, assignment, transfer, and delivery ordered in Paragraph 8 above.
10. ASARCO shall recover from AMC \$1,382,307,216.75 in money damages and prejudgment interest. This amount represents:
 - (i) the amount of dividends that AMC has received by virtue of its possession of the SCC Shares from March 31, 2003, to April 15, 2009 (\$1,967,548,106.58);
plus
 - (ii) prejudgment interest on those dividends, accruing from February 2, 2007, or when the dividends were paid if paid subsequent to that date, to April 15, 2009, at the rate of 10% per annum (\$326,465,851.95);
minus
 - (iii) \$911,706,741.78, representing the sum of the amount of consideration AMC ultimately paid for the SCC Shares, as determined by the Court in its Memorandum Opinion and Order dated April 1, 2009 (\$747,392,857.00), and prejudgment interest on that amount, accruing from February 2, 2007, to April 15, 2009, at the rate of 10% per annum (\$164,313,884.78).

11. ASARCO shall recover from AMC post-judgment interest on the sum of \$1,382,307,216.75, accruing at the statutory rate of .60 % from April 15, 2009, through the date of payment of the amount specified in Paragraph 10 above.
12. ASARCO shall recover from AMC an amount equal to each dividend paid on the SCC Shares from April 15, 2009, through the date AMC effectuates the conveyance, assignment, transfer, and delivery ordered in Paragraph 8 above.
13. With respect to dividend payments recoverable as specified in Paragraph 12 above, ASARCO shall recover from AMC post-judgment interest on the amount of each dividend payment, accruing at the statutory rate of .60 % from the date each dividend is paid by SCC to the date AMC complies with the provisions of Paragraph 12 above.
14. ASARCO, SPH, and AMC shall comply with their respective obligations under the Consent Decree in *United States v. ASARCO, Inc. and Southern Peru Holdings Corporation*, No. CV 02-2079-PHX-RCB, in the United States District Court for the District of Arizona, dated February 2, 2003.
15. AMC shall take nothing on its counterclaims.
16. Each party shall pay its own attorneys' fees, costs, and expenses.
17. Execution shall issue for this Final Judgment.
18. Without in any way affecting the finality of this Final Judgment, this Court expressly retains jurisdiction as may be necessary or appropriate to protect or effectuate this Final Judgment.
19. This Final Judgment finally disposes of all parties and claims, including all counterclaims.

IT IS SO ORDERED.

SIGNED this 15th day of April, 2009.

A handwritten signature in black ink, appearing to read 'A. S. Hanen', written over a horizontal line.

ANDREW S. HANEN
UNITED STATES DISTRICT JUDGE

Agreed as to form only on this 14th day of April, 2009, by:

BAKER BOTTS L.L.P.

/s/ G. Irvin Terrell

G. Irvin Terrell
Attorney-in-Charge
State Bar No. 19794500
Southern District of Texas Bar No. 10004
910 Louisiana Street
One Shell Plaza
Houston, Texas 77002-4995
Telephone: 713.229.1231
Facsimile: 713.229.2831

COUNSEL FOR PLAINTIFFS

and

HAYNES AND BOONE, LLP

/s/ Brian F. Antweil

Brian F. Antweil
Attorney-in-Charge
Texas State Bar No. 01275750
Southern District of Texas Bar No. 12482
One Houston Center
1221 McKinney, Suite 2100
Houston, Texas 77010
Telephone: 713.547.2000
Facsimile: 713.547.2600

COUNSEL FOR DEFENDANT