

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. “ADEQ” means the Arizona Department of Environmental Quality.
7. “Administrative Claim” means any Claim for the payment of an Administrative Expense.
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) director and officer fees and other compensation, bonuses, enhancements or payments; (c) professional fees and professional awards, success fees, fee enhancements and claims for making a substantial contribution in the Reorganization Cases, in each case as allowed by the Bankruptcy Court after notice and a hearing; (d) any fee or charge assessed against the Estates under 28 U.S.C. § 1930; and (e) 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.
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).
10. “AIG” means American International Group, Inc.
11. “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.

12. “Allowed Amount” of any Claim means the amount at which that Claim is Allowed (excluding any post-petition interest).
13. “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.
14. “AMC” means Americas Mining Corporation, a Delaware corporation.
15. “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.
16. “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.

17. “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).
18. “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.
19. “AR Sacaton” means AR Sacaton, LLC, a Delaware limited liability company.
20. “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].
21. “ARSB” means AR Silver Bell, Inc., a Delaware corporation.
22. “ASARCO” means ASARCO LLC, a Delaware limited liability company.
23. “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.
24. “ASARCO LLC Subgroup” means ASARCO LLC and its subsidiaries.
25. “ASARCO Master” means ASARCO Master, Inc. (f/k/a Asarco (Delaware), Inc.), a Delaware corporation and one of the Debtors herein. A number of entities were merged into ASARCO Master prior to the Petition Date, including, without limitation, AR Montana Corporation; Asarco Arizona, Inc.; Asarco Exploration Holdings Company, Inc.; Asarco Aginskoe, Inc.; Asarco de Mexico (Delaware) Inc.; Asarco Mexicana (Delaware) Inc.; Asarco Peruvian Exploration Company; GH Holdings Inc.; GHH, LLC; Northern Peru Mining Corporation; NPMC, Incorporated; Domestic Realty Company, Inc.; Midland Coal Company Incorporated; Biotrace Laboratories, Incorporated; Federated Metals Corporation; and LSLC Corp.
26. “ASARCO NJ” means the former ASARCO Incorporated, a New Jersey corporation, a predecessor of ASARCO LLC.
27. “ASARCO NJ Consolidated Group” means the affiliated group of corporations consisting of ASARCO NJ and its subsidiaries for years before 1999.

28. “ASARCO NJ Subgroup” means ASARCO NJ and its subsidiaries.
29. “ASARCO 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.
30. “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.
31. “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.
32. “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.
33. “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.

34. “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.
35. “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.
36. “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.
37. “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.
38. “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.
39. “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.
40. “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.

41. “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.
42. “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.
43. “Asbestos Personal Injury Claimant” means the holder of an Asbestos Personal Injury Claim.
44. “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.

- 45. “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.
- 46. “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.
- 47. “Asbestos Subsidiary Cases” means the bankruptcy cases of the Asbestos Subsidiary Debtors.
- 48. “Asbestos Subsidiary Committee” means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Asbestos Subsidiary Cases, pursuant to section 1102 of the Bankruptcy Code.
- 49. “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.
- 50. “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.
- 51. “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.
- 52. “Asbestos Trust” means the tax-qualified settlement trust to be established pursuant to the Asbestos Trust Agreement.
- 53. “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.
- 54. “Asbestos Trust Assets” means (a) directly or indirectly, the Asbestos Insurance Recoveries; (b) 100 percent of the interests in Reorganized Covington; (c) the Class 4 Payment; (d) the Asbestos Ratable Portion of the SCC Litigation Trust Interests and the Liquidation Trust Interests; and (e) \$27.5 million in Cash for purposes of Asbestos Trust Expenses.
- 55. “Asbestos Trust Beneficiaries” means the holders of Unsecured Asbestos Personal Injury Claims and Demands.

- 56. “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.
- 57. “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.
- 58. “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.
- 59. “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.
- 60. “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.
- 61. “Augusta Defendants” means Augusta Resource (Arizona) Corporation and Augusta Resource Corporation.
- 62. “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; (b) paid \$27.5 million in Cash for purposes of Asbestos Trust Expenses; and (c) made the Class 4 Payment.
- 63. “Available Plan Sales Proceeds” means the Plan Sales Proceeds and any interest earned thereon.
- 64. “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.
- 65. “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.

- 66. “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.
- 67. “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.
- 68. “Balloting Agent” means AlixPartners, LLP.
- 69. “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.
- 70. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division.
- 71. “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.
- 72. “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.
- 73. “Bar Date Order” means the order(s) entered by the Bankruptcy Court authorizing the respective Bar Date(s), including the Confirmation Order.
- 74. “Barclays Capital” means Barclays Capital Inc.
- 75. “Bid Procedures Order” means the interim order approving the Plan Sponsor procedures, entered by the Bankruptcy Court on March 25, 2008.
- 76. “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.
- 77. “Bondholder” means an Entity that holds one or more of the Bonds or the Indentures, other than any Indenture Trustee Fee Claim.
- 78. “Bondholders’ Claim” means any Claim arising under one or more of the Bonds.
- 79. “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

80. “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.
81. “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.
82. “Business Day” means any day other than a Saturday, Sunday, or legal holiday (as such term is defined in Bankruptcy Rule 9006(a)).
83. “CAPCO” means CAPCO Pipe Company, Inc. and Cement Asbestos Products Company.
84. “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.
85. “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.
86. “CBRI” means Copper Basin Railway, Inc., a Delaware corporation.
87. “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.
88. “CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*
89. “Certificate” means an instrument evidencing an Allowed Bondholders’ Claim.
90. “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.

91. “Chase” means JPMorgan Chase Bank, N.A., the issuer of the Credit Facility described in Section 2.15(b) of the Disclosure Statement.
92. “Claim” shall have the meaning assigned to such term by section 101(5) of the Bankruptcy Code.
93. “Claim Objection Deadline” shall have the meaning assigned to such term in Article 14.2(a) of the Plan.
94. “Claimant” means the holder of a Claim.
95. “Claims Agent” means AlixPartners, LLP.
96. “Class” means a category of Claims or Interests as defined in Article III of the Plan.
97. “Class 3 Aggregate Ratable Portion” means the ratio of the aggregate Allowed Claims in Class 3 and Disputed Claims in Class 3 to the sum of (a) the aggregate Allowed Claims in Class 3 and Disputed Claims in Class 3 and (b) \$750 million.
98. “Class 3 and Class 4 Non-SCC Related Consideration” means the Total Class 3 and Class 4 Consideration except for the SCC Litigation Trust Interests or the Sterlite Class 3 SCC Trust Payment.
99. “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 in Cash.
102. “Class 4 Copper Note Payment” means \$88,660,000 in Cash, which is comprised of the \$83.3 million present value originally attributable to the copper-linked promissory note that has now been monetized under the New Plan Sponsor PSA plus an additional amount.
103. “Class 4 Payment” means \$700 million in Cash.
104. “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 and assigned, immediately after the Effective Date, to Sterlite.

105. "Class A Liquidation Trust Beneficiaries" means the holders of Class A Liquidation Trust Interests.
106. "Class A SCC Litigation Trust Beneficiaries" means the holders of Class A SCC Litigation Trust Interests.
107. "Class A SCC Litigation Trust Interests" means the portion of the Class 3 Aggregate Ratable Portion of the SCC Litigation Trust Interests issued to Other Unsecured Claimants and assigned, immediately after the Effective Date, to Sterlite.
108. "Class B Liquidation Trust Beneficiaries" means the holders of Class B Liquidation Trust Interests.
109. "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 and assigned, immediately after the Effective Date, to Sterlite.
110. "Class B SCC Litigation Trust Beneficiaries" means the holders of Class B SCC Litigation Trust Interests.
111. "Class B SCC Litigation Trust Interests" means the portion of the Class 3 Aggregate Ratable Portion of the SCC Litigation Trust Interests issued to Governmental Environmental Claimants and assigned, immediately after the Effective Date, to Sterlite.
112. "Class C Liquidation Trust Interests" means the Liquidation Trust Interests issued to the Asbestos Trust.
113. "Class C SCC Litigation Trust Beneficiaries" means the holders of Class C SCC Litigation Trust Interests.
114. "Class C SCC Litigation Trust Interests" means the SCC Litigation Trust Interests issued to the Asbestos Trust, which shall be calculated by multiplying the Asbestos Ratable Portion by the aggregate SCC Litigation Trust Interests allocated to Class 3 and Class 4.
115. "Class D SCC Litigation Trust Interests" means the SCC Litigation Trust Interests issued to the SCC Purchasers, if any.
116. "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.
117. "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.
118. "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.

- 119. “Coal Act” means the Coal Industry Retiree Health Benefit Act of 1992, as amended.
- 120. “COBRA” means the Consolidated Omnibus Budget Reconciliation Act, as amended.
- 121. “COD Income” means cancellation of indebtedness income.
- 122. “Committees” means the ASARCO Committee, the Asbestos Subsidiary Committee, and the Asbestos Claimants’ Committee.
- 123. “Confidentiality Agreement” means the confidentiality agreement dated July 6, 2007, between the Guarantor and ASARCO.
- 124. “Confirmation,” “Confirmation of the Debtors’ Plan,” or “Confirmation of this Plan” means the entry of the Confirmation Order.
- 125. “Confirmation Date” means the date on which the Confirmation Order is entered on the docket of the Bankruptcy Court or the District Court.
- 126. “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.
- 127. “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.
- 128. “Consummation” means the occurrence of the Effective Date.
- 129. “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.
- 130. “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.
- 131. “Corporate Governance Stipulation” means the Stipulation and Order Regarding Corporate Governance, entered by the Bankruptcy Court on December 15, 2005.
- 132. “Covington” means Covington Land Company, a Delaware corporation.
- 133. “Covington Residual Assets” means assets of Covington including, without limitation, the Property of the Estate of Covington.
- 134. “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.

135. "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.
136. "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.
137. "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.
138. "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.
139. "Debtor" means one of the Debtors.
140. "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.
141. "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.
142. "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.
143. "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.
144. "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.

145. “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.
146. “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.
147. “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.
148. “Deposit” means the funds that the Plan Sponsor shall make available to ASARCO pursuant to section 4.2 of the New Plan Sponsor PSA, which shall total (a) \$125 million prior to the Plan Recommendation Date and (b) \$625 million within 10 Business Days after the Plan Recommendation Date.
149. “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.
150. “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.
151. “Designated Properties” means each parcel of real property generally identified in **Exhibit 10** to the Plan under the heading Designated Properties.
152. “DIP Agent” means The CIT Group/Business Credit, Inc., the Entity that provided the DIP Facility to ASARCO.
153. “DIP Facility” means the debtor-in-possession credit facility provided by the DIP Agent to ASARCO.

154. “Discharge Injunction” means the permanent injunction set forth in Article 11.2 of the Plan.
155. “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.
156. “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.
157. “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.
158. “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.
159. “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.
160. “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.
161. “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.
162. “Distributable Cash” means unrestricted Cash on hand with the Debtors on the Effective Date, plus interest earned thereon, if any.
163. “Distribution Record Date” means the close of business on the Confirmation Date.

164. “District Court” means the United States District Court for the Southern District of Texas.
165. “DOJ” means the United States Department of Justice, Environment & Natural Resources Division.
166. “DTC” means the Depository Trust Company.
167. “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].
168. “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.
169. “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.
170. “El Paso Paving SEP Claim” means the City of El Paso’s claim related to the paving supplemental environmental project.
171. “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].
172. “ELT/ES” means ELT Houston, LLC and EnergySolutions, LLC.
173. “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.

174. "Entity" shall have the meaning assigned to such term by section 101(15) of the Bankruptcy Code.
175. "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].
176. "Environmental Agencies" means Governmental Units whose responsibilities include enforcement and oversight of Environmental Law.
177. "Environmental Custodial Trust(s)" means the custodial trusts to be established pursuant to the various Environmental Custodial Trust Agreements.
178. "Environmental Custodial Trust Accounts" means the Custodial Trust Environmental Cost Accounts and the Custodial Trust Administrative Accounts.
179. "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.
180. "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.
181. "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.
182. "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.
183. "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.

184. “Environmental Custodial Trust Settlement Agreements” means the settlement agreements with EPA or other Environmental Agencies relating to the Designated Properties.
185. “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.
186. “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.
187. “EPA” means the United States Environmental Protection Agency.
188. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
189. “Estate” means a Debtor’s bankruptcy estate created pursuant to section 541 of the Bankruptcy Code on its Petition Date.
190. “Examiner” means Michael Denis Warner in his capacity as examiner of the Debtors.
191. “Exchange Act” means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.
192. “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.
193. “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.

194. "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.
195. "FFIC" means Fireman's Fund Insurance Company.
196. "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.
197. "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.
198. "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.
199. "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.
200. "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.
201. "Forfeited Distributions" means funds in the Undeliverable and Unclaimed Distribution Reserve that remain unclaimed or otherwise undeliverable to the Claimant entitled thereto.

- 202. “Fourth 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 \$500 million, pursuant to section 4.2(c) of the New Plan Sponsor PSA.
- 203. “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.
- 204. “Glencore” means Glencore Ltd. and its partners.
- 205. “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.
- 206. “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.
- 207. “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.
- 208. “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.
- 209. “Governmental Unit” shall have the meaning assigned to such term by section 101(27) of the Bankruptcy Code.
- 210. “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.
- 211. “Grupo México” means Grupo México S.A.B. de C.V., ASARCO’s ultimate parent company.
- 212. “Guarantor” means Sterlite Industries (India) Ltd., an Indian limited liability company.
- 213. “Harbinger” means Harbinger Capital Partners Master Fund I, Ltd.
- 214. “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.

- 215. “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.
- 216. “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.
- 217. “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.
- 218. “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.
- 219. “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.
- 220. “Hourly Plan” means the Retirement Income Plan for Hourly-Rated Employees of ASARCO LLC.
- 221. “Hourly and Salaried Plans” means the Hourly Plan and the Salaried Plan.
- 222. “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.
- 223. “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.
- 224. “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.

225. “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.
226. “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 7½% Debentures due 2013.
227. “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.
228. “Initial Distribution Date” means the date on which ASARCO makes the Initial Distributions under the Plan, which shall be the Effective Date.

229. “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.
230. “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.
231. “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 [Docket No. 7965], including the Stipulation and Order Extending Insurance Neutrality to Mt. McKinley Insurance Company and Everest Reinsurance Company and Addressing Proofs of Claims [Docket No. 11231].
232. “Intercompany Claims” means any Claims held by one Debtor, CBRI, or Silver Bell against another Debtor, CBRI, or Silver Bell.
233. “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.
234. “Interior” means the United States Department of the Interior.
235. “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.
236. “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).
237. “Investment Company Act” means the Investment Company Act of 1940, as amended, together with the rules and regulations promulgated thereunder.
238. “IRS” means the Internal Revenue Service.
239. “LAQ” means Lac d’Amiante du Québec Ltée., Lake Asbestos of Quebec, Ltd., and LAQ Canada, Ltd.
240. “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.

- 241. “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.
- 242. “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.
- 243. “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.
- 244. “Lehman Brothers” means Lehman Brothers Inc.
- 245. “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, the Third L/C, and the Fourth Letter of Credit.
- 246. “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).
- 247. “LIBOR” means London interbank offered rate of interest.
- 248. “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.

- 249. “Liquidation Analysis” means the liquidation analysis attached as **Exhibit E** to the Disclosure Statement.
- 250. “Liquidation Trust” means that certain liquidation trust to be formed on the Effective Date pursuant to the Liquidation Trust Agreement.
- 251. “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.
- 252. “Liquidation Trust Beneficiaries” means the holders of Liquidation Trust Interests.
- 253. “Liquidation Trust Board” means the group of three Persons selected in accordance with the provisions of the Liquidation Trust Agreement.
- 254. “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.
- 255. “Liquidation Trust Expense Fund” means the Cash in the amount of \$1 million to be transferred to the Liquidation Trustee by the Debtors on the Effective Date in order to fund the operations of the Liquidation Trust.
- 256. “Liquidation Trust Interests” means the beneficial interests in the Liquidation Trust.
- 257. “Liquidation Trust Proceeds” means all proceeds recovered by the Liquidation Trustee from the assets of the Liquidation Trust, including, without limitation, 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.
- 258. “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.
- 259. “Liquidation Trust Registrar” means the Entity appointed by the Liquidation Trustee for the purpose of recording ownership of the Liquidation Trust Interests.
- 260. “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).
- 261. “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.
- 262. “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.

- 263. “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.
- 264. “LMI Agreement” means the Confidential Settlement Agreement and Release dated July 13, 2006, by and between ASARCO and certain Participating LMI.
- 265. “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.
- 266. “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.
- 267. “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.
- 268. “MDEQ” means the State of Montana *ex rel.* the Montana Department of Environmental Quality.
- 269. “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.
- 270. “Miscellaneous Federal and State Environmental Settlement Agreement” means the settlement agreement between ASARCO and holders of Miscellaneous Federal and State Environmental Claims.
- 271. “Miscellaneous Plan Administration Accounts” means the Disputed 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, and the SCC Litigation Trust Reserve.
- 272. “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.

- 273. “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**.
- 274. “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.
- 275. “Missouri Guaranty Corporation” means the Missouri Private Sector Individual Self-Insurers Guaranty Corporation.
- 276. “Mitsui” means Mitsui & Co. (U.S.A.), Inc., a New York corporation.
- 277. “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.
- 278. “Montana DLI” means the Montana Department of Labor and Industry’s Division of Employee Relations.
- 279. “Montana Guaranty Fund” means the Montana Self-Insurers Guaranty Fund.
- 280. “MRI” means Montana Resources, Inc.
- 281. “MRI Litigation” means the claims and causes of action of the Debtors asserted in Adversary No. 07-02024, pending in the Bankruptcy Court.
- 282. “MR Partnership” means Montana Resources general partnership, a Montana-based, mining-operations partnership in which ASARCO and MRI were partners.
- 283. “Nation” means the Tohono O’odham Nation.
- 284. “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 Plan as Plan **Exhibit 18** and to the Disclosure Statement as **Exhibit M**.
- 285. “NJDEP” means the New Jersey Department of Environmental Protection.
- 286. “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.
- 287. “Non-Debtor Sellers” means ARSB, CBRI, and Santa Cruz.
- 288. “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.

289. “Nonmonetary Award” means the 260,093,694 shares of SCC Stock that forms part of the SCC Final Judgment.
290. “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.
291. “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.
292. “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.
293. “Other Asbestos Assets” means (a) directly or indirectly, the Asbestos Insurance Recoveries; (b) 100 percent of the interests in Reorganized Covington; and (c) \$27.5 million in Cash for purposes of Asbestos Trust Expenses.
294. “Other Subsidiary Debtors” means the Subsidiary Debtors other than the Asbestos Subsidiary Debtors.
295. “Other Unsecured Claimants” means all holders of Claims in Class 3 other than Governmental Environmental Claimants.
296. “Paid in Full” means (a), with respect to Class 3, paid in Cash (1) the Allowed Amount of the holder’s Claim; (2) 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 (3) attorneys’ fees and other costs and expenses as permitted under applicable law with respect to a particular Claim; and (b) with respect to Class 4, paid in Cash (excluding any recoveries from the Other Asbestos Assets) (1) the Allowed Amount of \$750 million and (2) 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).
297. “Parent” means ASARCO Incorporated, a Delaware corporation.
298. “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.

299. “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.
300. “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.
301. “Participating LMI” means the Participating London Market Companies that are parties to the LMI Agreement.
302. “PBGC” means the Pension Benefit Guaranty Corporation.
303. “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.
304. “Permanent Channeling Injunction” means the injunction set forth in Article 11.3(a) of the Plan.
305. “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.
306. “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.]

307. "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.
308. "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.
309. "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.
310. "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.
311. "Plan Administration Committee" means the three-member committee appointed pursuant to the Plan Administration Agreement to consult with and advise the Plan Administrator.
312. "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.
313. "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.
314. "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.

315. "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.
316. "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.
317. "Plan Recommendation 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 Bankruptcy Court issues proposed findings of fact and conclusions of law for the consideration of the United States District Court for the Southern District of Texas, Brownsville Division, that propose or recommend confirmation of the Plan (and do not propose or recommend confirmation of any other plan of reorganization).
318. "Plan Sales Proceeds" means the \$1.1 billion in Cash and the Class 3 Monetization Payment to be paid by the Plan Sponsor in connection with its purchase of the Sold Assets.

- 319. "Plan Sponsor" means Sterlite (USA), Inc., a Delaware corporation.
- 320. "Plans" means the Debtors' Plan, the Parent's Plan, and Harbinger's Plan.
- 321. "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.
- 322. "Preliminary Class 3 Ratio" means 73 percent
- 323. "Preliminary Class 4 Ratio" means 27 percent.
- 324. "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.
- 325. "Prepetition ASARCO Environmental Trust Escrow" means the escrow account established pursuant to Article 10.8(c) of the Plan.
- 326. "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.
- 327. "Previously Settled Environmental Sites" means the sites relating to the Previously Settled Environmental Claims.
- 328. "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.
- 329. "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.
- 330. "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).
- 331. "Professional Persons" means Persons retained or to be compensated under sections 327, 328, 330, 503(b), or 1102 of the Bankruptcy Code.
- 332. "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.
- 333. "Pro Rata" means the ratio of the amount of a particular Claim to the aggregate amount of Claims in that Claim's Class.

334. "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.
335. "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.
336. "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.
337. "Purchase Price" shall have the meaning assigned to such term in the New Plan Sponsor PSA, which for reference purposes only means an amount equal to (a) \$1.1 billion, plus (b) the Class 3 Monetization Payment, plus (c) the Class 4 Copper Note Payment.
338. "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.
339. "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.
340. "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.
341. "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.

- 342. "RCRA" means the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*
- 343. "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.
- 344. "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.
- 345. "Reinstated" or "Reinstatement" means a Claim or an Interest unimpaired within the meaning of section 1124 of the Bankruptcy Code.
- 346. "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.
- 347. "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.
- 348. "Reorganization Cases" means the proceedings before the Bankruptcy Court leading to the Confirmation of the Plan under chapter 11 of the Bankruptcy Code.
- 349. "Reorganized ASARCO" means ASARCO, on or after the Effective Date, which shall be known as ASARCO Administration Company, LLC.
- 350. "Reorganized Covington" means Covington, on or after the Effective Date, which shall be known as The Covington Company, LLC.
- 351. "Reorganized Debtors" means Reorganized ASARCO and Reorganized Covington.
- 352. "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.
- 353. "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.

- 354. “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.
- 355. “Residual Environmental Settlement Agreement” means the settlement agreement between ASARCO and holders of Residual Environmental Claims.
- 356. “Residual Environmental Settlement Sites” means the state and federal sites relating to the Residual Environmental Claims.
- 357. “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.
- 358. “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.
- 359. “RLF” means RLF Perth Amboy Properties, LLC.
- 360. “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.
- 361. “Salaried Plan” means the Retirement Benefit Plan for Salaried Employees of ASARCO LLC.
- 362. “Santa Cruz” means ASARCO Santa Cruz, Inc., a Delaware corporation.
- 363. “SCC” means Southern Copper Corporation (f/k/a Southern Peru Copper Company).
- 364. “SCC Final Judgment” means the final judgment entered in the SCC Litigation on April 15, 2009.
- 365. “SCC Litigation” means the claims and causes of action of the Debtors asserted in Civil Action No. 07-00018, pending in the District Court.

- 366. “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.
- 367. “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.
- 368. “SCC Litigation Trust” means that certain litigation trust to be formed on the Effective Date pursuant to the SCC Litigation Trust Agreement.
- 369. “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.
- 370. “SCC Litigation Trust Beneficiaries” means the holders of SCC Litigation Trust Interests.
- 371. “SCC Litigation Trust Board” means the group of three Persons selected in accordance with the provisions of the SCC Litigation Trust Agreement.
- 372. “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.
- 373. “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.
- 374. “SCC Litigation Trust Interests” means the beneficial interests in the SCC Litigation Trust.
- 375. “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.
- 376. “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.
- 377. “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.
- 378. “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).

- 379. “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.
- 380. “SCC Purchaser Percentage” means the aggregate percentage of SCC Litigation Trust Interests sold to the SCC Purchasers at the auction.
- 381. “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.
- 382. “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.
- 383. “SCF” means the Arizona State Compensation Fund.
- 384. “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.
- 385. “Seaboard” means Seaboard Surety Company.
- 386. “SEC” means the Securities and Exchange Commission.
- 387. “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.
- 388. “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.
- 389. “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.
- 390. “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.
- 391. “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.

- 392. "Sellers" means ASARCO and the Non-Debtor Sellers, each of which is, individually, a "Seller."
- 393. "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.
- 394. "Silver Bell" means Silver Bell Mining, L.L.C., a Delaware limited liability company.
- 395. "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.

396. “Silver Bell LLC Agreement” means that certain membership interest agreement, dated February 5, 1996, among Ginrei, Inc., MSB Copper Corp., and ARSB, as amended.
397. “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.
398. “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.
399. “SPHC” means Southern Peru Holdings, LLC.
400. “SPT” means Seaboard and St. Paul Fire.
401. “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.
402. “SPT Settlement Agreement” means the settlement agreement between ASARCO, Seaboard Surety Company, and St. Paul Travelers and Marine Insurance Company.
403. “St. Paul Fire” means St. Paul Fire and Marine Insurance Company.
404. “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.
405. “Sterlite” means Sterlite (USA), Inc., a Delaware corporation, which is the Plan Sponsor.
406. “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.
407. “Sterlite Class 3 SCC Trust Payment” means \$722 million in Cash or such higher or lower amount as is necessary for all Class 3 Claimants to be Paid in Full and to pay such other amounts that the Plan Sponsor is obligated to pay under Article 10.1(d) of the Plan.
408. “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].

409. “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.
410. “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**.
411. “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.
412. “Subordination Termination Event” means when (a) the distributions on account of the Class A SCC Litigation Trust Interests and the Class B SCC Litigation Trust Interests aggregate an amount equal to the Sterlite Class 3 SCC Trust Payment and (b) the distributions on account of the Class C SCC Litigation Trust Interests (which shall be deemed to include the counterparties to the Put Option if the Put Option is exercised) equal \$50 million, plus Post-Petition Interest on \$750 million (less any amounts paid to the Asbestos Trust as a distribution from the Liquidation Trust).
413. “Subsequent Administrative Claims” means any Administrative Claims that arise after the Initial Administrative Claims Bar Date.
414. “Subsequent Administrative Claims Bar Date” means the date established in Article 15.13 of the Plan for the filing of Subsequent Administrative Claims.
415. “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.
416. “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.

417. “Superfund” means the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507.
418. “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.
419. “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.
420. “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.
421. “TCEQ” means the Texas Commission on Environmental Quality.
422. “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.
423. “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.

- 424. “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.
- 425. “Total Class 3 and Class 4 Claims Calculation” means the calculation made by the Bankruptcy Court pursuant to Article 4.3 of the Plan, which calculation includes (a) a determination of the aggregate amount of Class 3 Claims; (b) an assumed Allowed Claim for Class 4 of \$750 million; and (c) the calculation of Post-Petition Interest payable under the Plan to Class 3 and Class 4.
- 426. “Total Class 3 and Class 4 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 Class 4 Payment; (c) directly or indirectly, the Asbestos Insurance Recoveries; (d) 100 percent of the interests in Reorganized Covington; (e) the SCC Litigation Trust Interests; and (f) the Liquidation Trust Interests.
- 427. “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.
- 428. “Trade Creditor Preference Claim” means the Litigation Claims listed in **Exhibit 14-E** of the Plan.
- 429. “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.
- 430. “TRC” means TRC Companies, Inc.
- 431. “Trust Documents” means the Asbestos Trust Documents, the Liquidation Trust Agreement, the SCC Trust Agreement, and the Environmental Custodial Trust Documents.
- 432. “Trust Indenture Act” means the Trust Indenture Act of 1939, as amended, together with all the rules and regulations promulgated thereunder.

- 433. “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.
- 434. “Trusts” means the Asbestos Trust, the Liquidation Trust, the SCC Litigation Trust, and the Environmental Custodial Trusts.
- 435. “Undeliverable and Unclaimed Distribution Reserve” means the escrow account established pursuant to Article 13.4(b) of the Plan.
- 436. “Unions” means the labor organizations representing the current employees of ASARCO.
- 437. “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.
- 438. “Unsecured Asbestos Personal Injury Claim” means any Asbestos Personal Injury Claim that is an Unsecured Claim.
- 439. “Unsecured Asbestos Personal Injury Claimant” means the holder of an Unsecured Asbestos Personal Injury Claim.
- 440. “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.
- 441. “USDA” means the United States Department of Agriculture.
- 442. “U.S. Trustee” means the United States Trustee for the Southern District of Texas.
- 443. “USW” means the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC.
- 444. “Ventura Warehouse” means ASARCO’s warehouse located at 25 E. Ventura in Tucson, Arizona.
- 445. “Vested Causes of Action” means the Litigation Claims that shall vest in Reorganized ASARCO, as listed in **Exhibit 14-A** to the Plan.

- 446. “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.
- 447. “Vested Causes of Action Proceeds” means the proceeds from the prosecution, compromise, and settlement of the Vested Causes of Action.
- 448. “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.
- 449. “WHM Copper Mountain” means WHM Copper Mountain Investments, LLC.
- 450. “Winterthur Swiss” means Winterthur Swiss Insurance Company.