IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

In re:	)	
	)	Case No. 05-21207
ASARCO LLC, et al.	)	Chapter 11
	)	
Debtors.	)	

AMENDED SETTLEMENT AGREEMENT REGARDING MISCELLANEOUS FEDERAL AND STATE ENVIRONMENTAL SITES

WHEREAS, several sites that have been or will be the subject of environmental response, restoration activities, and/or other work are identified herein as the Miscellaneous Federal Sites and the Miscellaneous State Sites respectively;

WHEREAS, the United States and/or the States of Arizona, Colorado, New Jersey, Oklahoma, and Washington (the "States" and, with the United States, "the Governments") have alleged that ASARCO LLC, formerly known as ASARCO Incorporated ("ASARCO" or the "Debtor"), is a potentially responsible party with respect to the Miscellaneous Federal Sites and Miscellaneous State Sites (as defined in Paragraphs 1 and 2 below);

WHEREAS, the United States has alleged that it has incurred past response costs, and will incur additional future response costs, under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. §§ 9601 et seq, in connection with the Miscellaneous Federal Sites (except the Coy Mine Site as defined below), that ASARCO is liable for such costs, and that ASARCO is liable

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for the payment of a stipulated penalty pursuant to a previous consent decree in connection with the Coy Mine Site;

WHEREAS, each State has alleged that it has incurred past response costs and/or natural resource damages (including natural resource damage assessment costs), and will incur future response costs and/or natural resource damages (including natural resource damage assessment costs), under CERCLA or similar state laws in connection with one or more of the Miscellaneous State Sites and that ASARCO is allegedly liable for such costs and/or natural resource damages;

WHEREAS, on April 11, 2005, several of ASARCO's wholly-owned direct or indirect subsidiaries (the "Asbestos Subsidiary Debtors"[1]) filed their voluntary petitions in this Court; then ASARCO filed its voluntary petition for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") on August 9, 2005 (the "Bankruptcy Case"; later in 2005, several other of ASARCO's wholly-owned direct or indirect subsidiaries (the "2005 Subsidiary Debtors"[2]) filed similar petitions for relief in this Court; next, on December 12, 2006, three more ASARCO subsidiaries (the "2006 Subsidiary Debtors"[3])

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[1] The Asbestos Subsidiary Debtors consist of the following five entities: Lac d'Amiante du Québec Ltée (f/k/a Lake Asbestos of Quebec, Ltd.); Lake Asbestos of Quebec, Ltd.; LAQ Canada, Ltd.; CAPCO Pipe Company, Inc. (f/k/a/ Cement Asbestos Products Company); and Cement Asbestos Products Company.

[2] The 2005 Subsidiary Debtors are: ASARCO Consulting, Inc.; Encycle, Inc.; ALC, Inc.; American Smelting and Refining Company; AR Mexican Explorations Inc.; AR Sacaton, LLC, an Arizona limited liability company; Asarco Master, Inc.; Asarco Oil and Gas Company, Inc.; Bridgeview Management Company, Inc.; Covington Land Company; Government Gulch Mining Company, Limited; and Salero Ranch, Unit III, Community Association, Inc. Encycle/Texas, Inc. also filed a petition for relief; but its case, which was later converted to a chapter 7 case, is being administered separately.

[3] The 2006 Subsidiary Debtors are: Southern Peru Holdings, LLC; AR Sacaton, LLC, a Delaware limited liability company; and ASARCO Exploration Company, Inc.

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filed similar petitions for relief with this Court; finally, on April 21, 2008, six more direct or indirect ASARCO subsidiaries (the "2008 Subsidiary Debtors"[4]) filed similar petitions for relief with this Court (collectively with ASARCO, the Asbestos Subsidiary Debtors, the 2005 Subsidiary Debtors and the 2006 Subsidiary Debtors, the "Debtors"). The Debtors' cases are collectively referred to as the "Reorganization Cases;"

WHEREAS, the United States filed Proof of Claim Nos. 8375, 11008, 10746, 18267, and 18315 in the Bankruptcy Case setting forth, inter alia, claims against ASARCO under Section 107 of CERCLA for various past and future response costs as defined under CERCLA in connection with the Miscellaneous Federal Sites (except the Coy Mine Site);

WHEREAS, the United States filed Proof of Claim No. 10746 in the Bankruptcy Case setting forth, inter alia, a claim against ASARCO for payment of a stipulated penalty resulting from ASARCO's failure to perform the Supplemental Environmental Project for the Coy Mine Site, as required by the consent decree entered in United States of America and State of Texas v. Encycle/Texas, Inc. and ASARCO, Inc., Case No. H-99-1136 (S.D. Tex. Oct. 6, 1999) (the "1999 Encycle Consent Decree");

WHEREAS, the United States filed a Motion of the United States for Leave to File Late Supplemental Proof of Claim on Behalf of the United States Environmental Protection Agency Against ASARCO LLC for the Terrible Mine (Dkt. No. 6837) in the Bankruptcy Case setting forth claims against ASARCO under Section 107 of CERCLA

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[4] The 2008 Subsidiary Debtors are: Alta Mining and Development Company; Blackhawk Mining and Development Company, Limited; Green Hill Cleveland Mining Company; Peru Mining Exploration and Development Company; Tulipan Company, Inc.; and Wyoming Mining and Milling Company.

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for various past and future response costs as defined under CERCLA in connection with the Terrible Mine Site (as defined below);

WHEREAS, the Bankruptcy Court entered a Stipulation Abating Objection Deadline on [Docket # 6837]. *See* Motion of the United States for Leave to File Late Supplemental Proof of Claim on Behalf of the United States Environmental Protection Agency Against ASARCO LLC for the Terrible Mine Site (Dkt. No. 6900);

WHEREAS, the States filed Proofs of Claim numbered 10828, 10829 (Arizona), 10408 (Colorado), 8056, 18320 (New Jersey), 7989, 10543, 10544 (Oklahoma), and 10716-10733, 11098-11115 (Washington) setting forth, inter alia, claims against ASARCO under Section 107 of CERCLA, or similar state laws, for various past and future response costs and/or natural resource damages (including natural resource damage assessment costs) as defined under CERCLA, or similar state laws, in connection with the Miscellaneous State Sites corresponding to such State;

WHEREAS, Debtors on July 31, 2008, as amended on September 9, 2008 and September 25, 2008, filed a proposed plan of reorganization (the "2008 Plan") that incorporated a resolution of the claims for Miscellaneous Federal Sites and Miscellaneous State Sites, which was filed as part of the 2008 Plan Exhibit 12;

WHEREAS, on September 23, 2008, the United States published notice of the proposed Miscellaneous Federal Sites and Miscellaneous State Sites settlement agreement in the Federal Register at 73 Fed. Reg. 54855 (Sept. 23, 2008);

WHEREAS, the United States did not receive any public comments on the proposed Miscellaneous Federal Sites and Miscellaneous State Sites settlement agreement;

WHEREAS, on October 20, 2008, the Bankruptcy Court suspended all proceedings on the 2008 Plan;

WHEREAS, Debtors, the United States, and the States wish to enter into a settlement agreement for the Miscellaneous Federal and State Sites that is separate from and not dependent on confirmation of any particular plan of reorganization;

WHEREAS, the following are being resolved through separate settlements: (1) Murray Smelter Site in Murray, Utah; (2) East Helena Offsite Compensatory Natural Resources Damages Claim; (3) Miscellaneous New Mexico Sites; and (4) the Triumph Mine Tailings Pile Site in Blaine County, Idaho;

WHEREAS, claims for owned, non-operating properties, including portions of the Circle Smelting Site (known as the Beckemeyer Site) and Black Pine Site are being resolved through separate Custodial Trust Settlements;

WHEREAS, this Settlement Agreement is not conditioned upon confirmation of any particular plan of reorganization;

WHEREAS, the parties hereto desire to settle, compromise and resolve their disputes without conducting costly and time-consuming estimation hearings relating to the Miscellaneous Federal Sites and Miscellaneous State Sites;

WHEREAS, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims by the Governments against ASARCO with respect to all past costs and any potential future costs incurred by the Governments (including, but not limited to, response costs and, where indicated, natural resource damages), whether secured or unsecured, relating to or in connection with the Miscellaneous Federal Sites and Miscellaneous State Sites (except the Coy Mine Site, and claims for the owned, non-

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operating Beckemeyer and Black Pine properties being resolved through a separate Custodial Trust Settlement Agreement), and all claims by the United States for stipulated penalties in connection with the Coy Mine Site pursuant to the 1999 Encycle Consent Decree;

WHEREAS, in consideration of, and in exchange for, the promises and covenants herein, the parties hereby agree to the terms and provisions of this Settlement Agreement ("Settlement Agreement");

WHEREAS, the settlement amounts herein are in the nature of compromises and these amounts are lower than the Governments would claim in the absence of this settlement;

WHEREAS, this Settlement Agreement is in the public interest, is fair and reasonable, and is an appropriate means of resolving this matter.

NOW, THEREFORE, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties by their attorneys and authorized officials, it is hereby agreed as follows:

I. DEFINITIONS

1. For purposes of this Settlement Agreement, the Miscellaneous Federal Sites are:

a. the Tacoma site, which consists of Operable Units ("OU") 02, 04, and 06 of the Commencement Bay Nearshore Tideflats Superfund Site in and around Tacoma and Ruston, Washington, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Tacoma Site");

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b. the Circle Smelting site, a former zinc smelter facility located in the Village of Beckemeyer, Illinois, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Circle Smelting Site");

c. the Terrible Mine site, a 44-acre former lead mining and milling site located in the Old Isle Mining District on CR 271 approximately 12 miles east-northeast of Westcliffe, approximately 3 miles south of the Fremont County line, and approximately 0.5 mile north of the intersection of CR 271 and CR 274 in Custer County, Colorado, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Terrible Mine Site");

d. the Stephenson/Bennett Mine site, comprising an area of approximately 150 acres located on the south side of State Highway 70 approximately one mile southwest of Organ and approximately five miles northeast of Las Cruces in Doña Ana County, New Mexico, consisting of former mining and milling sites, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Stephenson/Bennett Site");

e. the Coy Mine site, a zinc mine in Jefferson County, Tennessee, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Coy Mine Site");

f. the Richardson Flat Tailings site, a former mine tailings impoundment that covers approximately 160 acres immediately southeast of the junction of U.S. Highway 40 and Utah Highway 248 approximately three and one half miles northeast of Park City

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Mining District, in Summit County, Utah, including the Lower Silver Creek area to which hazardous substances from the Richardson Flat Tailings Site and tailings from other parts of the Park Cities Mining District have migrated, as further described in the proofs of claim, and any other locations at which hazardous substances from this property have come to be located (the "Richardson Flat Site");

g. the Jack Waite Mine site, comprising several mine adits, a former mill site, four tailings ponds, and one or more waste rock piles located in the Coeur d'Alene National Forest east of Prichard, Idaho, at the Idaho-Montana border on land administered by the Forest Service, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Jack Waite Site");

h. the Black Pine Mine site, a portion of the larger Black Pine Mine Complex that is located in the Beaverhead-Deerlodge National Forest and comprises mill tailings, a large mine waste rock dump, a seep, and associated wastes on land administered by the Forest Service about 8 miles northwest of Philipsburg, Montana, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Black Pine Site");

i. the Combination Mine site, a portion of the larger Black Pine Mining Complex that is located in the Beaverhead-Deerlodge National Forest and consists of a tailings pond and associated wastes in Lower Willow Creek on land administered by the Forest Service about 10 miles northwest of Philipsburg, Montana, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Combination Mine Site");

j. the Flux Mine site, a former zinc and silver mine and associated mine adits and waste rock dumps located about 11 miles southeast of Patagonia, Arizona, in Santa Cruz County, Arizona, and in the Coronado National Forest on land administered by the Forest Service, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Flux Mine Site"); and

k. the International Boundary Water Commission ("IBWC") site, comprising the American Dam and Canal portion of the Rio Grande Canalization Project and the American Dam Field Office, situated on 5.56 acres immediately across from ASARCO's smelting operation in El Paso, Texas, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "IBWC Site").

2. For purposes of this Settlement Agreement, the Miscellaneous State Sites are:

a. the Helvetia site, consisting of a historic mine and associated wastes in Pima County, Arizona, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Helvetia Site");

b. the Bonanza Mining District site, a historic mining district including the Rawley Mine and its associated adits, mill, and tailings areas in and around Squirrel and Kerber Creeks in Sagauche County, Colorado, as further described in the proofs of claim, and any location at which

hazardous substances from this property have come to be located (the "Bonanza Site");

c. the Summitville Mine Superfund site, a 1,400-acre historic mining site located in Rio Grande County, approximately 18 miles southwest of Del Norte, Colorado, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Summitville Site");

d. the South Plainfield site, located at 901 Oak Tree Road and Park Avenue (designated as Block 222, Lot 1, on the Tax Map of South Plainfield) in South Plainfield, New Jersey, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "South Plainfield Site");

e. the U.S. Zinc, Henryetta Plant site, a 17.9-acre historic zinc smelting facility located in Henryetta, Oklahoma, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Henryetta Site");

f. the U.S. Zinc, Kusa Plant site, a 100-acre historic zinc smelting facility located in Kusa, Okmulgee County, Oklahoma, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Kusa Site");

g. the Chollet Mine site, a mineral exploration site located approximately 20 miles north of Colville, Washington, five miles west of the Van Stone Mine, as further described in the proofs of claim, and any location at

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which hazardous substances from this property have come to be located (the "Chollet Mine Site");

h. the Golden King site, a former mine located approximately three miles south of the city of Wenatchee, in Chelan County, Washington, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Golden King Site");

i. the Van Stone site, a 138-acre lead/zinc mine and mill located about 21 miles northeast of the town of Colville, in Stevens County, Washington, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Van Stone Site");

j. the Northport Smelter site, a 32-acre historic lead/zinc smelting facility located on the Northport-Waneta Road in Northport, Washington, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Northport Smelter Site");

k. the Anderson Calhoun Mine site, a 200-acre (92 impacted acre) former lead/zinc mine and mill facility located about 1 mile north of Leadpoint, Washington, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Anderson Calhoun Site"); and

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1. the Azurite site, located in Whatcom County, Washington in the Mill Creek drainage, approximately 18.5 miles west-northwest of Mazama, Washington. The Site is located on public land administered by the U.S. Department of Agriculture, Forest Service (the "Forest Service" or "FS"). The Site consists of five underground mine openings, two main waste rock piles, a tailings pile, and the remains of the former mill building foundation. An abandoned office building is located down slope of the former mill foundation, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Azurite Site").

3. The Monte Cristo Mining District Site, a historic mining district including mines, mill facilities, adits, and waste piles located within the Mt. Baker-Snoqualmie National Forest approximately 40 miles east of the City of Everett, in Snohomish County, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Monte Cristo Site") is both a Miscellaneous Federal Site and a Miscellaneous State Site.

4. The Vasquez Boulevard/I-70 site, comprising the Vasquez Boulevard/Interstate-70 Superfund Site, an approximately 4.5 square mile area in north-central Denver, Colorado, consisting of a historic smelter and the residential areas surrounding it, including OU1, OU2, and OU3, as further described in the proofs of claim, and any location at which hazardous substances from this property have come to be located (the "Vasquez Boulevard/I-70 Site") is both a Miscellaneous Federal Site and a Miscellaneous State Site.

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5. Other definitions:

a. "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.

b. "Closing Date" shall mean the effective date of the Settlement Agreement, as provided in Paragraph 35 hereof.

c. "Effective Date" shall mean the effective date of the plan of reorganization that the Bankruptcy Court approves in the Reorganization Cases.

II. JURISDICTION

6. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.

III. PARTIES BOUND; SUCCESSION AND ASSIGNMENT

7. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the parties hereto, their legal successors and assigns, including any reorganized debtors under a confirmed plan of reorganization (the "Reorganized Debtors"), and any trustee, examiner or receiver appointed in the Bankruptcy Case.

IV. ALLOWANCE OF CLAIMS

8.

a. In settlement and full satisfaction of all claims and causes of action of the United States on behalf of the Environmental Protection Agency ("EPA") against Debtors with respect to any and all costs of response incurred, or to be incurred, in connection with the Tacoma Site, the Circle Smelting

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Site, the Terrible Mine Site, the Vasquez Boulevard/I-70 Site, the Stephenson/Bennett Site, the Richardson Flat Site, and the Jack Waite Mine Site, and with respect to any and all stipulated penalties in connection with the Coy Mine Site pursuant to the 1999 Encycle Consent Decree (including but not limited to the liabilities and other obligations asserted in the United States' Proofs of Claim and other pleadings filed by the United States in the Bankruptcy Court relating to response costs at the EPA Sites) (collectively, with the Coy Mine Site, the "EPA Sites"), the United States on behalf of the EPA shall have an allowed general unsecured claim in the total amount of $55,402,390, which shall be allocated as follows: (i) Tacoma Site - $27 million; (ii) Circle Smelting Site - $6,052,390; (iii) Terrible Mine Site - $1.4 million; (iv) Vasquez Boulevard/I-70 Site - $1.5 million; (v) Stephenson/Bennett Site - $550,000; (vi) Richardson Flat Site - $7.4 million; (vii) Jack Waite Site - $11.3 million; and (viii) Coy Site - $200,000. Distributions received by the United States on behalf of EPA shall be deposited in Site specific or Site operable-unit specific special accounts with respect to each of the EPA Sites (except the Coy Mine Site) within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with such site or to be transferred by EPA to the EPA Hazardous Substances Superfund. The allowed general unsecured claim for the Circle Smelting Site is in addition to the amounts provided for the Beckemeyer Site—the owned portions of the Circle Smelting Site—in the

separate Custodial Trust Settlement Agreement which includes the Beckemeyer Site;

b. In settlement and full satisfaction of all claims and causes of action of the Forest Service against Debtors, with respect to any and all costs of response incurred, or to be incurred, in connection with the Jack Waite Site, the Combination Mine Site, the Flux Mine Site, and the Black Pine Site (including but not limited to the liabilities and other obligations asserted in the United States' Proofs of Claim and other pleadings filed by the United States in the Bankruptcy Court relating to response costs at the Forest Service Sites) (collectively, the "FS Sites"), the United States on behalf of the Forest Service shall have an allowed general unsecured claim in the total amount of $1,219,000, which shall be allocated as follows: (i) Jack Waite Site - $0 (the joint claim for future costs is being allowed to EPA above); (ii) Combination Mine Site - $542,000; (iii) Flux Mine Site - $487,000; and (iv) Black Pine Site - $190,000. Distributions to the Forest Service shall be deposited in a special account to be retained and used to conduct or finance response actions at or in connection with the Sites. The allowed general unsecured claim for the Black Pine Site is in addition to the amounts provided for the Black Pine Site in the separate Custodial Trust Settlement Agreement which includes the Black Pine Site;

c. In settlement and full satisfaction of all claims and causes of action of the IBWC against Debtors with respect to any and all costs of response incurred, or to be incurred, in connection with the IBWC Site (including

but not limited to the liabilities and other obligations asserted in the United States' Proofs of Claim and other pleadings filed by the United States in the Bankruptcy Court relating to response costs at the IBWC Site), the United States on behalf of the IBWC shall have an allowed general unsecured claim of $19 million for the IBWC Site.

d. In settlement and full satisfaction of all claims and causes of action of the State of Arizona against Debtors with respect to any and all costs of response incurred, or to be incurred, in connection with the Helvetia Site (including but not limited to the liabilities and other obligations asserted in Arizona's Proofs of Claim and other pleadings filed by Arizona in the Bankruptcy Court relating to response costs at the Helvetia Site), the State of Arizona shall have an allowed general unsecured claim in the amount of $880,000 for the Helvetia Site;

e. In settlement and full satisfaction of all claims and causes of action of the State of Colorado against Debtors with respect to any and all costs of response incurred, or to be incurred, in connection with the Bonanza Site, the Summitville Site, and the Vasquez Boulevard/I-70 Site (including but not limited to related claims for insurance proceeds and the liabilities and other obligations asserted in Colorado's Proofs of Claim and other pleadings filed by Colorado in the Bankruptcy Court relating to response costs at such Sites), the State of Colorado shall have an allowed general unsecured claim in the total amount of $488,800, which shall be allocated as follows: (i) Bonanza Site- $400,000; (ii) Summitville Site - $86,000;

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(iii) Permit and emissions fees - $2,800; (iv) Vasquez Boulevard/I-70 Site - $0.

f. In settlement and full satisfaction of all claims and causes of action of the State of New Jersey against Debtors with respect to any and all costs of response incurred, or to be incurred, and to any and all natural resource damages incurred, or to be incurred, in connection with the South Plainfield Site (including but not limited to the liabilities and obligations in New Jersey's Proof of Claim and other pleadings filed by New Jersey relating to natural resource damages and response costs with respect to the South Plainfield Site), the State of New Jersey shall have an allowed general unsecured claim in the amount of $1 million for the South Plainfield Site;

g. In settlement and full satisfaction of all claims and causes of action of the State of Oklahoma against Debtors with respect to any and all costs of response incurred, or to be incurred, in connection with the Kusa Site and the Henryetta Site (including but not limited to the liabilities and other obligations asserted in Oklahoma's Proof of Claim and other pleadings filed by Oklahoma in the Bankruptcy Court relating to response costs at such Sites), the State of Oklahoma shall have an allowed general unsecured claim in the total amount of $1.889 million, which shall be allocated as follows: (i) Kusa Site - $1.78 million; (ii) Henryetta Site - $109,000;

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h. In settlement and full satisfaction of all claims and causes of action of the State of Washington against Debtors with respect to any and all costs of response incurred, or to be incurred, in connection with the Chollet Mine Site, the Golden King Site, the Van Stone Site, the Northport Smelter Site, the Anderson Calhoun Site, and the Azurite Site (including but not limited to the liabilities and other obligations asserted in Washington's Proofs of Claim and other pleadings filed by Washington in the Bankruptcy Court relating to response costs at such Sites), the State of Washington shall have an allowed general unsecured claim in the total amount of $3.7 million, which shall be allocated as follows: (i) Chollet Mine - $300,000; (ii) Golden King Site - $400,000; (iii) Van Stone Site - $3 million; (iv) Northport Smelter Site - $0; (v) Anderson Calhoun Site - $0; (vi) Azurite Site - $0.

i. In settlement and full satisfaction of all claims and causes of action of the United States and the State of Washington against Debtors with respect to any and all costs of response incurred, or to be incurred, in connection with the Monte Cristo Site (including but not limited to the liabilities and other obligations asserted in the United States' and Washington's respective Proofs of Claim and other pleadings filed by the United States and Washington in the Bankruptcy Court relating to response costs at the Monte Cristo Site): The United States on behalf of the Forest Service shall have an allowed general unsecured claim in the amount of $5.5 million and the State of Washington shall have an allowed general

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unsecured claim in the amount of $5.5 million. The United States on behalf of the Forest Service's total allowed general unsecured claim under subparagraph 7(b) and 7(i) of this Settlement Agreement is thus $6,719,000.

j. The above allowed claim amounts assume that the Prepetition ASARCO Environmental Trust, 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 of Arizona, shall remain in existence and be unaffected by these Reorganization Cases or any related settlements and assume that some of the environmental claims asserted in these Reorganization Cases shall be partially provided for by performance by Debtors and the United States of certain previously identified environmental response actions which would be reimbursed from the Prepetition ASARCO Environmental Trust in lieu of providing for additional allowed claims or other consideration. Debtors' obligations under this Subparagraph are specified in Paragraph 31.

9. All allowed claims under this Settlement Agreement shall not be subordinated to other general unsecured claims pursuant to any provisions of the Bankruptcy Code or other applicable law that may be contended to authorize or provide for subordination of allowed claims, including without limitation sections 105 and 510 of the Bankruptcy Code.

10. Although the claims granted to the United States herein are described as general unsecured claims, this description is without prejudice to the United States' alleged

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secured right of set-off against ASARCO's claim for tax refunds and nothing in this Settlement Agreement shall modify or waive such alleged secured claim of set-off.

11. Nothing in this Settlement Agreement shall be construed to preclude, impair, reduce, or adversely affect any recovery of post-petition interest on allowed claims under any plan of reorganization.

12. With respect to the allowed unsecured claims set forth in Paragraph 8 for the United States on behalf of EPA, Forest Service, and IBWC, and for the States, only the amount of cash received respectively by each such agency or each such State for such allowed claims (and net cash received by each such agency or each such State on account of any non-cash distributions) in the Bankruptcy Case, and not the total amount of the allowed claims, shall be credited by each such agency or each such State to its account for a particular site, which credit shall reduce the liability to such agency or such State of non-settling potentially responsible parties (or responsible parties that have only partially settled their liability) for the particular site by the amount of the credit.

V. OUTSTANDING OBLIGATIONS

13. All obligations of Debtors to perform work pursuant to any outstanding Consent Decree, Unilateral Administrative Order, or Administrative Order on Consent regarding any of the EPA Sites, FS Sites, Monte Cristo Site, IBWC Site, and the Miscellaneous State Sites, and any statutory, stipulated, or other penalties allegedly due from the Debtors as of the Closing Date related to such orders or decrees, are fully resolved and satisfied, and Debtors shall be removed as a party to such orders or decrees pursuant to the terms hereof on the Closing Date; provided, however, (a) that all requirements to retain records shall remain in full force and effect until the Closing Date, and EPA, the

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Forest Service, or any State may request that Debtors provide or make available for production in the state and condition in which such records are found, any such records retained with respect to a Site as to which the EPA, the Forest Service, or such State is a party to any order or consent decree, in accordance with the terms of Paragraph 14, and (b) with respect to the Consent Decree for the Tacoma Site, United States v ASARCO, Inc., Civil Action No. 91-5528 B (W.D. Wash.), the United States and ASARCO will file papers with the District Court for the Western District of Washington to modify the Consent Decree to conform to this Settlement Agreement and remove ASARCO as a party to the Consent Decree after the Closing Date. Nothing in this Paragraph applies to the Beckemeyer Site—the owned portion of the Circle Smelting Site.

14. Between the date this Settlement Agreement is lodged with the Court and the date a plan of reorganization is confirmed by the Bankruptcy Court, EPA, the Forest Service, or any State may request Debtors provide or make available in the state and condition in which such records are found any records that are retained pursuant to any Order or Decree to which such agency or State is a party. Debtors shall produce such records, or make such records available for production, in the state and condition in which such records are found, to the requesting party within thirty (30) days of any such request and in any event prior to the confirmation of a plan of reorganization.

VI. COVENANTS NOT TO SUE

15. With respect to the EPA Sites (including releases of hazardous substances from any portion of such Sites, and all areas affected by natural migration of such substances from such Sites) and except as specifically provided in Section VII (Reservation of Rights), the United States, on behalf of EPA, covenants not to sue or assert any civil

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claims or causes of action against Debtors and Reorganized Debtors pursuant to Sections 106, 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607; the Resource Conservation and Recovery Act ("RCRA") § 7003, 42 U.S.C. § 6973; any similar state law; or any liabilities or obligations asserted in the United States' Proofs of Claim.

16. With respect to the FS Sites and the Monte Cristo Site (including releases of hazardous substances from any portion of such Sites, and all areas affected by natural migration of such substances from such Sites) and except as specifically provided in Section VII (Reservation of Rights), the United States, on behalf of the Forest Service, covenants not to sue or assert any civil claims or causes of action against Debtors and Reorganized Debtors pursuant to Sections 106, 107(a) or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, and 9613; any similar state law; or any liabilities or obligations asserted in the United States' Proofs of Claim.

17. With respect to the IBWC Site (including releases of hazardous substances from any portion of the Site, and all areas affected by natural migration of such substances from the Site) and except as specifically provided in Section VII (Reservation of Rights), the United States, on behalf of the IBWC, covenants not to sue or assert any civil claims or causes of action against Debtors and Reorganized Debtors pursuant to Sections 106, 107(a) or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, and 9613; any similar state law; or any liabilities or obligations asserted in the United States' Proofs of Claim.

18. Except as provided in Section VII, the United States, on behalf of EPA, agrees that upon the Closing Date, any and all obligations or liabilities of Debtors to EPA under Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606, 9607, or Section 7003 of RCRA, 42 U.S.C. § 6973, related to the FS Sites, the Monte Cristo Site, and the IBWC Site will

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be discharged. Moreover, the United States, on behalf of EPA, agrees not to assert a claim in the Bankruptcy Case for such obligations or liabilities, except as provided in Section VII.

19. With respect to the Miscellaneous State Sites, the Monte Cristo Site, and the Vasquez Boulevard/I-70 Site (including releases of hazardous substances from any portion of such Sites, and all areas affected by natural migration of such substances from any such Sites) indicated below, and except as specifically provided in Section VII (Reservation of Rights), each State covenants not to sue or assert any civil claims or causes of action against Debtors and Reorganized Debtors pursuant to Sections 107(a) or 113 of CERCLA, 42 U.S.C. §§ 9607, and 9613; RCRA § 7002 and 7003, 42 U.S.C. § 6972 and 6973; any similar state law; or any liabilities or obligations asserted in its respective Proof(s) of Claim as follows:

a. Arizona with respect to the Helvetia Site;

b. Colorado with respect to the Bonanza Site, Summitville Site, and Vasquez Boulevard/I-70 Site;

c. New Jersey with respect to the South Plainfield Site;

d. Oklahoma with respect to the Henryetta Plant Site and Kusa Site;

e. Washington with respect to the Chollet Mine Site, Golden King Site, Monte Cristo Site, Van Stone Site, Northport Smelter Site, Anderson Calhoun Site, and Azurite Site.

20. This Settlement Agreement in no way impairs the scope and effect of Debtors' discharge under Section 1141 of the Bankruptcy Code as to any third parties or as to any claims that are not addressed by this Settlement Agreement.

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21. Without in any way limiting the covenants not to sue (and the reservations thereto) set forth in Paragraphs 15-19 and notwithstanding any other provision of this Settlement Agreement, such covenants not to sue shall also apply to Debtors' and Reorganized Debtors' successors, assigns, officers, directors, employees, and trustees, but only to the extent that the alleged liability of the successor, assign, officer, director, employee, or trustee of Debtors and Reorganized Debtors is based solely on its status as and in its capacity as a successor, assign, officer, director, employee, or trustee of Debtors and Reorganized Debtors.

22. The covenants not to sue contained in Paragraphs 15-19 of this Settlement Agreement extend only to Debtors and Reorganized Debtors and the persons described in Paragraph 21 above and do not extend to any other person. Nothing in this Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than Debtors, Reorganized Debtors, the Governments, and the persons described in Paragraph 21. The Governments, Debtors, and Reorganized Debtors expressly reserve all claims, demands, and causes of action, either judicial or administrative, past, present or future, in law or equity, which the Governments, Debtors, or Reorganized Debtors may have against all other persons, firms, corporations, entities, or predecessors of Debtors and Reorganized Debtors for any matter arising at or relating in any manner to the Miscellaneous Federal Sites and Miscellaneous State Sites and/or claims addressed herein.

23. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States or any State to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or similar state laws, or any other applicable law or regulation, or to alter

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the applicable legal principles governing judicial review of any action taken by the United States pursuant to that authority. Nothing in this Settlement Agreement shall be deemed to limit the information-gathering authority of the United States or any State under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal law or regulation, or similar state laws, or to excuse Debtors from any disclosure or notification requirements imposed by CERCLA, RCRA, or any other applicable federal law or regulation.

24. Debtors and Reorganized Debtors covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to any of the EPA Sites, FS Sites, the Monte Cristo Site, and the IBWC Site, and against each State with respect to the corresponding Site listed in Paragraph 19(a) through (e), including but not limited to: any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b), 9607, 9611, 9612, 9613, or any other provision of law; any claims against the United States or the States including any of their departments, agencies or instrumentalities, under Section 107 or 113 of CERCLA, 42 U.S.C. §§ 9607, 9613; and any claims arising out of the response activities at any of the Miscellaneous Federal Sites and Miscellaneous State Sites. Nothing in this Settlement Agreement shall be construed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611 or 40 C.F.R. § 300.700(d).

VII. RESERVATION OF RIGHTS

25. The covenants not to sue set forth in Section VI do not pertain to any matters other than those expressly specified therein. The Governments reserve, and this

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Settlement Agreement is without prejudice to, all rights against Debtors, Reorganized Debtors, or other persons with respect to all other matters, including but not limited to: (i) any action to enforce the terms of this Settlement Agreement; and (ii) liability for response costs, natural resource damages (including natural resource damage assessment costs), and injunctive relief under RCRA, CERCLA Sections 106 and 107, or similar state laws, for Debtors' and Reorganized Debtors' future acts creating liability under RCRA, CERCLA, or similar state laws, that occur after the Closing Date. Debtors' and Reorganized Debtors' future acts creating liability under CERCLA, RCRA, or similar state laws do not include continuing releases related to Debtors' conduct prior to the Closing Date. Nothing in this Settlement Agreement shall affect the State of Washington's rights with respect to the Tacoma Site, which are being handled in separate settlement agreements, and nothing in this Settlement Agreement shall affect or waive any covenant not to sue or contribution protection Debtors have regarding the Tacoma Site. Nothing in this Settlement Agreement is intended to abrogate, impair or interfere with the payment rights or the liens held by the U.S. EPA with respect to the Development Payout Agreement that was entered into as part of the sale dated as of January 9, 2006 between MC Construction Consultants, Inc., a Washington corporation, and ASARCO (the "Payout Agreement"), and all such rights are hereby reserved. The payments under the Payout Agreement are separate and in addition to any amount paid under the allowed general unsecured claim for the Tacoma Site set forth in this Settlement Agreement. Nothing in this Settlement Agreement shall impair or adversely affect any claims of the Governments for owned, non-operating properties including such

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portions of the Circle Smelting Site (known as the Beckemeyer Site) and the Black Pine Site.

26. Regarding the City and County of Denver's claim for $84,543.52 in past costs, carved out of the contribution protection for the Vasquez Boulevard/I-70 Site as specified in Paragraph 29 below, Debtors and Reorganized Debtors reserve the right to object to the City and County of Denver's claim on all grounds, including but not limited to allocation and divisibility.

27. Debtors and Reorganized Debtors reserve, and this Settlement Agreement is without prejudice to all rights against the United States and the States with respect to (a) all matters other than those set forth in Paragraph 24 and (b) any action to enforce their rights under the terms of this Settlement Agreement. In addition, Debtors' and the Reorganized Debtors' covenant not to sue under Paragraph 24 shall not apply in the event that the United States or a State brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 25, but only to the extent that Debtors' or the Reorganized Debtors' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservations.

28. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement.

VIII. CONTRIBUTION PROTECTION

29. The parties hereto agree that, as of the Closing Date, Debtors and Reorganized Debtors are entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2) or similar state law for matters

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addressed in this Settlement Agreement. The matters addressed in this Settlement Agreement include all costs of response incurred or to be incurred by the United States or any other person relating to or in connection with the EPA Sites, the FS Sites, the Monte Cristo Site, and the IBWC Site; all natural resource damages (including natural resource damage assessment costs) relating to the South Plainfield Site; and all costs of response incurred or to be incurred by the following States or any other person relating to each corresponding Site as follows:

a. Arizona relating to the Helvetia Site;

b. Colorado relating to the Bonanza Site, Summitville Site, and Vasquez Boulevard/I-70 Site (with the exception of the City and County of Denver's claims for $84,543.52 for past costs related to the Vasquez Boulevard/I-70 Site);

c. New Jersey with respect to the South Plainfield Site;

d. Oklahoma relating to Henryetta Plant Site and Kusa Site;

e. Washington relating to Chollet Mine Site, Golden King Site, Monte Cristo Site, Van Stone Site, Northport Smelter Site, Anderson Calhoun Site, and Azurite Site.

IX. PLAN OF REORGANIZATION

30. The Governments agree that they will not oppose the below provisions in any plan of reorganization in the Reorganization Cases that provides for an entity to administer the plan of reorganization for the benefit of the creditors, assets or funds held by the entity administering the plan of reorganization for the benefit of the creditors, or

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provides for a Reorganized Debtor and which is consistent with this Consent Decree and Settlement Agreement and contains provisions A and B below (a "Qualifying Plan"):

A. The releases, discharges, satisfactions, exonerations, exculpations and injunctions provided under this Plan and the Confirmation Order shall not apply to any liability to a governmental agency arising after the Effective Date; provided, however, that, no governmental agency shall assert any claim or other cause of action under Environmental Laws against the entities administering the plan of reorganization for the benefit of the creditors, the assets or funds being held by the entities administering the plan of reorganization for the benefit of the creditors, or Reorganized Debtors based on or arising from acts, omissions or conduct of the Debtors prior to February 1, 2009 (including but not limited to continuing releases related to acts, omissions or conduct prior to February 1, 2009) except provided, further, however, nothing in the Plan or the Confirmation Order: (i) precludes the enforcement of the Hayden Settlement Agreement, the Mission Mine Settlement Agreement, or the Arizona NRD Settlement Agreement as provided therein; (ii) shall prevent the Governments or Custodial Trusts from recovering under any confirmed Plan on any allowed claim or payment due with respect to any Site listed on Attachment A, or for any allowed claim for a permit fee or similar assessment or charge owed to the Governments under Environmental Laws; (iii) releases, discharges, precludes, or enjoins the enforcement of any liability to a governmental agency under Environmental Law that any

Entity is subject to as the current owner or current operator of property after the Effective Date; (iv) releases, discharges, precludes, or enjoins any allowed claim or liability of Debtor's estate as the current owner or current operator of property between February 1, 2009 and the Effective Date; (v) for sites covered by an approved Custodial Trust Settlement Agreement, permits the Governments or Custodial Trusts to recover more than permitted under the approved Custodial Trust Settlement Agreement, nor does it effect the covenants not to sue in the Custodial Trust Settlement Agreements or the reservation of rights; (vi) releases, discharges, precludes, or enjoins any on-site liability of Debtors' estate as the owner, operator or lessee of the Ray Mine, the Mission Mine, the Hayden Smelter, the Amarillo Copper Refinery, the Tucson Office, or the Ventura Warehouse; (vii) precludes enforcement by the United States or a State of any requirements under an Environmental Custodial Trust Agreement against an Environmental Custodial Trustee; or (viii) releases, discharges, precludes, or enjoins the enforcement of liability to a Governmental Unit under Environmental Law for criminal liability (except to the extent that such liabilities are dischargeable).

B. Prepetition ASARCO Environmental Trust:

The Prepetition ASARCO Environmental Trust shall remain in existence, and shall be unaffected by the Reorganization Cases or any related settlements. The entity administering the plan of reorganization for the benefit of the creditors or Reorganized Debtors shall succeed to

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ASARCO's administrative role, and shall, in its/their sole discretion, act as Performing Entity (as defined in the trust) from time to time, but shall assume no affirmative liabilities or obligations associated with that role.

The funds remaining in the Prepetition ASARCO Environmental Trust are separate from and without prejudice to the distributions to be made to holders of environmental claims under this Plan.

To allow for the possibility that AMC fails to make a required payment due under the note that funds the Prepetition ASARCO Environmental Trust, the plan will provide distributions shall be held back in an amount equal to the amount that the Prepetition ASARCO Environmental Trust would receive if AMC were to have made the required payment, $25 million plus accrued interest in accordance with the note, and place such amount in the Prepetition ASARCO Environmental Trust Escrow. In the event that AMC fails to make any of the payments remaining due under the note, the Plan Administrator and the United States shall reasonably cooperate in determining the most efficient mechanism to recover the amounts owed by AMC. Upon AMC's payment of amounts due under the note, the Plan Administrator may release a corresponding amount from the Prepetition ASARCO Environmental Trust Escrow and distribute such funds in accordance with the terms and conditions of this Plan and the Confirmation Order.

For the avoidance of doubt, if a plan is confirmed that contains the provisions above, and if there is a site at which acts, omissions or conduct by the Debtors

created liability under Environmental Laws prior to February 1, 2009 (other than those sites listed on Attachment A and sites owned by the Debtors as of February 1, 2009), no government agency may bring a cause of action or recover under Environmental Laws from the Debtors' estate, the entity administering the plan of reorganization for the benefit of the creditors, assets or funds held by the entity administering the plan of reorganization for the benefit of the creditors, , or Reorganized Debtors, even if the government agencies are not currently aware of such liability. This shall not prevent any governmental agency from filing a claim or otherwise taking action to enforce or perfect rights in the event a Qualifying Plan is not confirmed. Debtors agree that any plan of reorganization that they file or support will be consistent with this Consent Decree and Settlement Agreement. The United States also agrees that it will not object to a provision in a Qualified Plan that provides that the United States' claims for the Kelly Mine Site and the Blue Ledge Site will be general unsecured, subordinated claims.

All of the provisions of this Paragraph and this Settlement Agreement shall apply solely to civil liability under Environmental Laws. The Governments and Debtors reserve all rights with respect to criminal liability or Plan provisions as they may relate to criminal liability.

The Governments have agreed to the language of this Paragraph based on the highly unique facts and circumstances present in this case and nothing in the Paragraph shall be treated as precedential in any other bankruptcy case.

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31. Debtors agree to continue to perform as the Performing Entity at the Tacoma Site and Circle Smelting Site until the Effective Date to the extent funds are made available from the 2009 Annual Budget of the Prepetition ASARCO Environmental Trust for such performance.

X. PUBLIC COMMENT

32. This Settlement Agreement will be subject to a supplemental public comment period following notice published in the Federal Register and notice under any applicable state law providing for public comment, which may take place concurrent with the judicial approval process under Paragraph 33 hereof. The United States and any State taking public comment reserve the right to withdraw or withhold their consent if the public comments regarding the Settlement Agreement disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate. At the conclusion of the supplemental public comment period, the United States and any State taking public comment will provide the Bankruptcy Court with copies of any public comments and their response thereto.

XI. JUDICIAL APPROVAL

33. The settlement reflected in this Settlement Agreement shall be subject to approval by the Bankruptcy Court pursuant to Bankruptcy Rule 9019. Debtor shall move promptly for court approval of this Settlement Agreement and shall exercise commercially reasonable efforts to obtain such approval.

XII. RETENTION OF JURISDICTION

34. This Court shall retain jurisdiction over both the subject matter of this Settlement Agreement and the parties hereto, for the duration of the performance of the terms and

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provisions of this Settlement Agreement for the purpose of enabling any of the parties to apply to the Court at any time for such further order, direction and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement, or to effectuate or enforce compliance with its terms.

XIII. CLOSING DATE

35. This Settlement Agreement shall be effective after the close of the supplemental public comment period in Paragraph 32 hereof, and upon approval by the Bankruptcy Court pursuant to Paragraphs 32 and 33 of this Settlement Agreement.

XIV. SIGNATORIES/SERVICE

36. The signatories for the parties each certify that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally such Party to this document.

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THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES

Date: 3/13/09

John C. Cruden
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

Date: 3/10/09

Alan S. Tenenbaum
David L. Dain
Eric D. Albert
Environment and Natural Resources
Division
Environmental Enforcement Section
U.S. Department of Justice

Date: _____

Catherine R. McCabe
Acting Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

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THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES

Date: _____

_____
John C. Cruden
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

Date: _____

_____
Alan S. Tenenbaum
David L. Dain
Eric D. Albert
Environment and Natural Resources
Division
Environmental Enforcement Section
U.S. Department of Justice

Date: 3/2/09

Randolph L. Ott
for Catherine R. McCabe
Acting Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

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FOR ASARCO LLC; SALERO RANCH, UNIT III, COMMUNITY ASSOCIATION, INC.; GOVERNMENT GULCH MINING COMPANY, LIMITED; ENCYCLE, INC.; COVINGTON LAND COMPANY; BRIDGEVIEW MANAGEMENT COMPANY, INC; ASARCO OIL AND GAS COMPANY, INC.; ASARCO MASTER, INC.; ASARCO CONSULTING, INC.; AR SACATON, LLC; AR MEXICAN EXPLORATIONS INC.; AMERICAN SMELTING AND REFINING COMPANY; AND ALC, INC.

Date: March 13, 2009

Thomas L. Aldrich
Vice President, Environmental Affairs

Date: March 13, 2009

Douglas E. McAllister
Executive Vice President, General Counsel

FOR LAQ CANADA, LTD.; LAKE ASBESTOS OF QUEBEC, LTD.; LAC D'AMIANTE DU QUEBEC, LTEE.; CEMENT ASBESTOS PRODUCTS COMPANY; AND CAPCO PIPE COMPANY, INC.

Date: _____

William Perrell
President

FOR ASARCO LLC; SALERO RANCH, UNIT III, COMMUNITY ASSOCIATION, INC.; GOVERNMENT GULCH MINING COMPANY, LIMITED; ENCYCLE, INC.; COVINGTON LAND COMPANY; BRIDGEVIEW MANAGEMENT COMPANY, INC; ASARCO OIL AND GAS COMPANY, INC.; ASARCO MASTER, INC.; ASARCO CONSULTING, INC.; AR SACATON, LLC; AR MEXICAN EXPLORATIONS INC.; AMERICAN SMELTING AND REFINING COMPANY; AND ALC, INC.

Date: _____

_____
Thomas L. Aldrich
Vice President, Environmental Affairs

Date: _____

_____
Douglas E. McAllister
Executive Vice President, General Counsel

FOR LAQ CANADA, LTD.; LAKE ASBESTOS OF QUEBEC, LTD.; LAC D'AMIANTE DU QUEBEC, LTEE.; CEMENT ASBESTOS PRODUCTS COMPANY; AND CAPCO PIPE COMPANY, INC.

Date: 3-13-09

William Perrell
William Perrell
President

FOR THE STATE OF ARIZONA

Date: 3/3/09

Amanda E. Stone
Director of Waste Programs Divisions
Arizona Department of Environmental Quality

FOR THE STATE OF COLORADO

Date: Feb 22, 2009

James B. Martin, Executive
Director of Colorado Department
Of Public Health and Environment
For Colorado Hazardous Waste
And Materials Management
Division

FOR THE STATE OF NEW JERSEY

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

Date: March 11, 2009 By: Franklin L. Widmann

Franklin L. Widmann
Deputy Attorney General
Department of Law and Public Safety
Division of Law
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, New Jersey 08625-0093

FOR THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date:_____ By:_____

Amy Cradic, Assistant Commissioner
Natural & Historic Resources
New Jersey Department of Environmental Protection
501 East State Street
P.O. Box 400
Trenton, New Jersey 08625

Date:_____ By:_____

Ronald T. Corcory
Assistant Director
Site Remediation Program
Enforcement and Assignment Element
401 East State Street
Trenton, New Jersey 08625

FOR THE NEW JERSEY SPILL COMPENSATION FUND

Date: 3/4/09 By:_____

Anthony Farro
Administrator
New Jersey Spill Compensation Fund
401 East State Street
P.O. Box 413
Trenton, New Jersey 08625

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FOR THE STATE OF NEW JERSEY

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

Date: _____

_____
Franklin L. Widmann
Deputy Attorney General
Department of Law and Public Safety
Division of Law
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, New Jersey 08625-0093

FOR THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: 3/11/09

By: _____
Amy Cradle, Assistant Commissioner
Natural & Historic Resources
New Jersey Department of Environmental Protection
501 East State Street
P.O. Box 400
Trenton, New Jersey 08625

Date: _____

By: _____
Ronald T. Corcory
Assistant Director
Site Remediation Program
Enforcement and Assignment Element
401 East State Street
Trenton, New Jersey 08625

FOR THE NEW JERSEY SPILL COMPENSATION FUND

Date: _____

By: _____
Anthony Farro
Administrator
New Jersey Spill Compensation Fund
401 East State Street
P.O. Box 413
Trenton, New Jersey 08625

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FOR THE STATE OF NEW JERSEY

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

Date: _____

_____
Franklin L. Widmann
Deputy Attorney General
Department of Law and Public Safety
Division of Law
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, New Jersey 08625-0093

FOR THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: _____

By: _____
Amy Cradic, Assistant Commissioner
Natural & Historic Resources
New Jersey Department of Environmental Protection
501 East State Street
P.O. Box 400
Trenton, New Jersey 08625

Date: 03-04-09

By: _____
Ronald T. Corcory
Assistant Director
Site Remediation Program
Enforcement and Assignment Element
401 East State Street
Trenton, New Jersey 08625

FOR THE NEW JERSEY SPILL COMPENSATION FUND

Date: _____

By: _____
Anthony Farro
Administrator
New Jersey Spill Compensation Fund
401 East State Street
P.O. Box 413
Trenton, New Jersey 08625

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FOR THE STATE OF OKLAHOMA

Date: 02/27/09

Trevor Hammons
Assistant Attorney General
Oklahoma Office of the Attorney General
Environmental Protection Unit
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Office: (405) 522-4448
Fax: (405) 522-0608

Date: 02/27/09

Steven A. Thompson,
Executive Director, Oklahoma Department
of Environmental Quality,
707 N. Robinson,
Oklahoma City, Oklahoma 73101.

FOR THE STATE OF WASHINGTON

Date: 2-23-09

Robert M. McKenna
Attorney General

Elliott Furst
Senior Counsel
Attorney General of Washington
Ecology Division