

**SECOND AMENDMENT TO THE ASARCO LLC ASBESTOS
PERSONAL INJURY SETTLEMENT TRUST DISTRIBUTION PROCEDURES**

THE ASARCO LLC ASBESTOS PERSONAL INJURY SETTLEMENT TRUST DISTRIBUTION PROCEDURES (the "TDP"), as amended pursuant to that certain Order Approving Stipulation entered on September 2, 2009, by the U.S. Bankruptcy Court for the Southern District of Texas [Case No. 05-21207, Docket No. 12775], is hereby amended by the Trustees of the ASARCO Asbestos Personal Injury Settlement Trust (the "Asbestos Trust") as set forth herein by this Second Amendment to the TDP, effective March 24, 2014.

Capitalized terms used but not defined herein shall have the respective meanings assigned such terms in the TDP.

RECITALS:

1. The TDP became effective on December 9, 2009, pursuant to the ASARCO Incorporated and Americas Mining Corporation's Seventh Amended Plan of Reorganization for the Debtors under Chapter 11 of the United States Bankruptcy Code as Modified on August 20, 2009, August 23, 2009, and August 27, 2009.

2. Pursuant to Section 8.1 of the TDP, the Trustees of the Asbestos Trust may amend, modify, delete, or add to any provisions of the TDP provided the Trustees first obtain the consent of the TAC and the FCR. The TAC or the FCR may propose to the Trustees, in writing, amendments to the TDP.

3. By email dated November 25, 2013, the TAC proposed an amendment to the TDP to provide that any claim for Mesothelioma (Disease Level VIII) determined to be an Extraordinary Claim under Section 5.4(a) of the TDP, shall be entitled to an award of up to a maximum extraordinary value of six (6) times the Scheduled Value, multiplied by the applicable Payment Percentage.

4. By emails dated December 2, 2013, and February 18, 2014, the Trustees and the FCR, respectively, consented to the amendment proposed by the TAC.

5. Pursuant to Section 8.1 of the TDP, the Trustees wish to amend the TDP as set forth herein.

ADOPTION OF AMENDMENT:

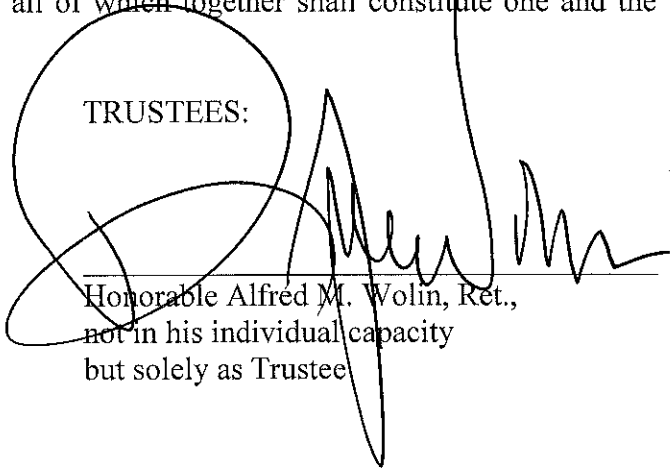
NOW, THEREFORE, the Trustees hereby adopt the following amendment to the TDP:

The second sentence of Section 5.4(a) of the TDP is hereby amended and restated as follows:

All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of five (5) times the Scheduled Value set forth in Section 5.3(b)(3) for claims qualifying for Disease Levels II-V and VII, five (5) times the Average Value for claims qualifying for Disease Level VI, and six (6) times the Scheduled Value for claims qualifying for Disease Level VIII, multiplied by the applicable Payment Percentage.

IN WITNESS WHEREOF, the Trustees, with the consent of the TAC and FCR as provided in the Asbestos Trust Agreement, have executed this Second Amendment to the TDP this 24th day of March, 2014, effective as of the date first above written. This Second Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

TRUSTEES:



Honorable Alfred M. Wolin, Ret.,
not in his individual capacity
but solely as Trustee

Charles A. Koppelman,
not in his individual capacity
but solely as Trustee

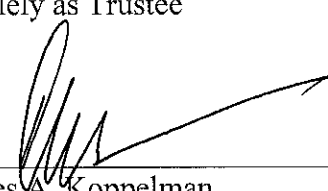
David F. Levi,
not in his individual capacity
but solely as Trustee

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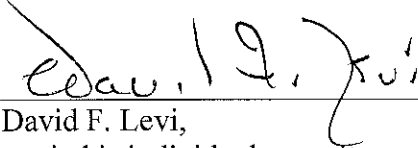
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