

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

THE ASARCO LLC ASBESTOS PERSONAL INJURY SETTLEMENT TRUST DISTRIBUTION PROCEDURES (the "TDP") is hereby amended by the Trustees of the ASARCO Asbestos Personal Injury Settlement Trust (the "Asbestos Trust") as set forth herein by this Fourth Amendment to the TDP, effective December 9, 2009.

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. The TDP was subsequently amended as provided in 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]. Additionally, the Trustees, with the consent of the TAC and the FCR, adopted that certain Second Amendment to the TDP, which became effective March 24, 2014, and that certain Third Amendment to the TDP, which became effective July 2, 2014.

3. 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.

4. The Trustees requested that the TAC and the FCR consent to an amendment to Section 6.3 of the TDP to provide that a claimant can withdraw a claim and subsequently file another claim without affecting the status of the claim for statute of limitations purposes.

5. By emails dated August 14, 2015, the TAC and the FCR consented to amend the TDP as set forth herein.

6. Pursuant to Section 8.1 of the TDP, the Trustees, having obtained the consent of the TAC and the FCR, resolve to amend the TDP as set forth herein.

ADOPTION OF AMENDMENT:

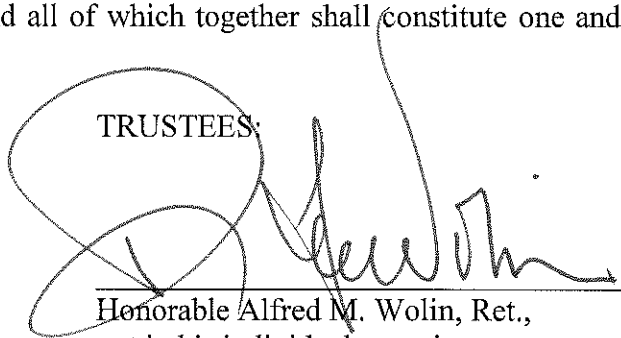
NOW, THEREFORE, the Trustees hereby adopt the following amendment to the TDP:

The first two sentences of Section 6.3 of the TDP are hereby deleted and replaced with the following sentence:

6.3 Withdrawal or Deferral of Claims. A claimant can withdraw an Asbestos Personal Injury Claim at any time upon written notice to the Asbestos Trust and subsequently file another claim without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of the subsequent filing.

IN WITNESS WHEREOF, the Trustees, with the consent of the TAC and FCR as provided in the Asbestos Trust Agreement, have executed this Fourth Amendment to the TDP this 31st day of August, 2015, effective as of the date first above written. This Fourth 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

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

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

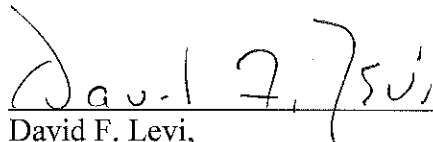
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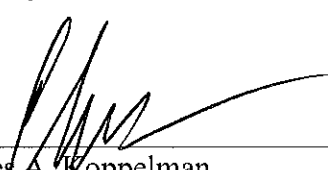
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