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[Table of Contents](#)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price
3.500% Notes due 2022	\$300,000,
5.250% Notes due 2042	\$1,200,000

(1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.

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[Table of Contents](#)

Re

PROSPECTUS SUPPLEMENT

(To Prospectus dated April 5, 2010)

U.S.\$1,500,000,000



U.S.\$300,000,000 3.500% Notes due 2022

U.S.\$1,200,000,000 5.250% Notes due 2042

We are offering U.S.\$300,000,000 aggregate principal amount of 3.500% notes due 2022 (the “2022 notes”) and U.S.\$1,200,000,000 aggregate principal amount of 5.250% notes due 2042 (the “2042 notes”) and together with the 2022 notes, the “notes”). The 2022 notes will bear interest at a rate of 3.500% per year, and the 2042 notes will bear interest at a rate of 5.250% per year. We will pay interest on the notes semi-annually in arrears on May 8 and November 8 of each year, beginning on May 8, 2013. The 2022 notes will mature on November 8, 2022, and the 2042 notes will mature on November 8, 2042.

The notes will constitute our general unsecured obligations and the series of notes will rank *pari passu* with each other and with all of our other existing and future unsecured and unsubordinated indebtedness. The notes will not be guaranteed or secured by any assets of our company or our subsidiaries, and as a result will be structurally subordinated to all existing and future indebtedness and other obligations of our subsidiaries, including bank loans.

We may, at our option, at any time, redeem some or all of the notes by paying the greater of the principal amount of the notes and the applicable “make-whole” amount, plus in each case, accrued interest to the redemption date. See “Description of the Notes — Redemption” for more information.

Investing in the notes involves risks, including those described in the “[Risk Factors](#)” section on page S-7 of this prospectus supplement and the accompanying prospectus, beginning on page 16 of our annual report on Form 10-K for the fiscal year ended December 31, 2009, which is incorporated by reference into this prospectus supplement and the accompanying prospectus.

We have applied to list the notes on the Global Exchange Market of the Irish Stock Exchange Limited.

	<u>Per 2022 Note</u>	<u>Total</u>	<u>Per 2042 Note</u>
Initial public offering price	99.657%	U.S.\$298,971,000	98.207%

Underwriting discount	0.300%	U.S.\$	900,000	0.400%
Proceeds, before expenses	99.357%	U.S.\$	298,071,000	97.807%

Price: The initial public offering price plus accrued interest, if any, from November 8, 2012.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal

The underwriters expect to deliver the notes to purchasers in book-entry form only through The Depository Trust Company participants, including Clearstream and Euroclear, on or about November 8, 2012.

Joint Bookrunners and Joint Lead Managers

HSBC

Morgan Stanley

Credit Suisse

Bo

The date of this prospectus supplement is November 5, 2012.

TABLE OF CONTENTS

Prospectus Supplement	Page	Prospectus
SUMMARY	S-1	ABOUT THIS PROSPECTUS
THE OFFERING	S-3	SUMMARY
SUMMARY HISTORICAL CONSOLIDATED FINANCIAL DATA	S-5	RISK FACTORS
RISK FACTORS	S-7	USE OF PROCEEDS
FORWARD-LOOKING STATEMENTS	S-9	RATIO OF EARNINGS TO FIXED CHARGES
USE OF PROCEEDS	S-10	DESCRIPTION OF SECURITIES
CAPITALIZATION	S-11	DESCRIPTION OF CAPITAL STOCK
DESCRIPTION OF THE NOTES	S-12	DESCRIPTION OF DEBT SECURITIES
MATERIAL TAX CONSIDERATIONS	S-26	PLAN OF DISTRIBUTION
UNDERWRITING	S-29	LEGAL MATTERS
LEGAL MATTERS	S-32	INDEPENDENT PUBLIC ACCOUNTANTS
INDEPENDENT PUBLIC ACCOUNTANTS	S-32	CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION
ENFORCEMENT OF CIVIL LIABILITIES	S-32	WHERE YOU CAN FIND MORE INFORMATION

We are responsible for the information contained and incorporated by reference in this prospectus supplement and accompanying prospectuses we prepare. We have not authorized anyone to give you any other information, and we take no responsibility for any other information. Neither we nor the underwriters are making any recommendation that you purchase the notes, and no one has been authorized by us or the underwriters to make any recommendation. Neither we nor the underwriters are making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. The information contained in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference is accurate as of the date of the filing of this prospectus supplement with the SEC. Our business, financial condition, results of operations and prospects may have changed since those dates.

In connection with the issue of the notes, the underwriters (or persons acting on behalf of any underwriter) may over-allot notes or effect transactions supporting the market price of the notes at a level higher than that which might otherwise prevail. However, there is no assurance that the underwriters (or any underwriter) will undertake stabilizing action. Such stabilizing, if commenced, may be

Table of Contents

discontinued at any time and, if begun, must be brought to an end after a limited period. Any stabilization action or over-allotment must be conducted by the issuer (or persons acting on behalf of any underwriter) in accordance with all applicable laws and rules.

This communication is only being distributed to and is only directed at (i) persons who are outside the United Kingdom or (ii) investment professionals within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”) or (iii) high net worth companies, and it may not lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”), or any invitation, offer or agreement to subscribe, purchase or otherwise acquire such notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

In any EEA Member State that has implemented the Prospectus Directive, this communication is only addressed to and is only directed at persons in that State within the meaning of the Prospectus Directive.

This Prospectus Supplement has been prepared on the basis that any offer of notes in any Member State of the European Economic Area will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of notes. Accordingly, we do not intend to make any offer within the EEA of notes which are the subject of the offering contemplated in this Prospectus Supplement may only do so in reliance on the exemption. Neither we nor any of the underwriters arises for us or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. Neither we nor they are authorized, nor do they authorize, the making of any offer (other than Permitted Public Offers) of notes in circumstances in which an obligation to publish a prospectus for such offer.

For the purposes of this provision, the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.”

Purchasers’ representation

Each person in a Relevant Member State who receives any communication in respect of, or who acquires any notes under, the offers contemplated in this prospectus supplement will be deemed to have represented, warranted and agreed to and with each underwriter and us that:

- (a) it is a qualified investor within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive;
- (b) in the case of any notes acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, that the notes in the offer have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons who are not qualified investors, as that term is defined in the Prospectus Directive, or in circumstances in which the prohibition on offers to the public is given to the offer or resale; or (ii) where notes have been acquired by it on behalf of persons in any Relevant Member State, that the offer of those notes to it is not treated under the Prospectus Directive as having been made to such persons.

For the purposes of this representation, the expression an “offer to the public” in relation to any notes in any Relevant Member State means an offer of notes by any means of sufficient information on the terms of the offer and any notes to be offered so as to enable an investor to decide to purchase or subscribe for them. The expression may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and the relevant implementing measure in the Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

[Table of Contents](#)**SUMMARY**

This summary highlights selected information more fully described elsewhere in this prospectus supplement and the accompanying prospectus. It does not contain all of the information you should consider before investing in the notes. You should read this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein carefully, especially the risks of investing in the notes described below and in the incorporated documents.

Throughout the remainder of this prospectus supplement, except as otherwise indicated, references to “we,” “us,” “our,” “SCC” and “the Company” collectively to Southern Copper Corporation and its consolidated subsidiaries. Unless stated otherwise, references herein to “U.S. dollars” or “U.S.\$” are to United States dollars.

Southern Copper Corporation

SCC is one of the largest integrated copper producers in the world. We produce copper, molybdenum, zinc and silver. All of our mining operations are located in Peru and in Mexico and we conduct exploration activities in those countries and in Argentina, Chile and Ecuador. Our operating subsidiaries are mining companies in Peru and also in Mexico. Based on published reports, we believe our copper reserves are among the largest in the world. We were incorporated in Delaware in 1952 and have conducted copper mining operations since 1960. Since 1996, our common stock is listed on both the New York Stock Exchange and the London Stock Exchange.

Our Peruvian copper operations involve mining, milling and flotation of copper ore to produce copper concentrates and molybdenum concentrates; the smelting and refining of copper concentrates to produce anode copper; and the refining of anode copper to produce copper cathodes. As part of this production process, we also produce significant amounts of molybdenum concentrate and refined silver. We also produce refined copper using solvent extraction/electrowinning (“SX/EW”) at our Toquepala and Cuajone mines high in the Andes Mountains, approximately 860 kilometers southeast of the city of Lima, Peru. We also operate the Toquepala and Cuajone mines in the coastal city of Ilo, Peru.

Our Mexican operations are conducted through our subsidiary, Minera Mexico S.A. de C.V. (“Minera Mexico”), which we acquired in 2008. Minera Mexico is primarily in the mining and processing of copper, molybdenum, zinc, silver, gold and lead. Minera Mexico operates through subsidiaries and joint ventures. Mexicana de Cobre S.A. de C.V. (together with its subsidiaries, the “Mexcobre unit”) operates La Caridad, an open-pit copper mine, an SX/EW plant, a smelter, refinery and a rod plant. Operadora de Minas e Instalaciones Mineras S.A de C.V. (the “Buenavista unit”) operates Cananea, an open-pit copper mine, which is located at the site of one of the world’s largest copper ore deposits, a copper concentrator and a smelter. Minera Mexico, S.A. de C.V. (together with its subsidiaries, the “IMMSA unit”) operates five underground mines that produce zinc, lead, silver and a zinc refinery. Effective February 1, 2012, Minerales Metálicos del Norte S.A. was merged into Industrial Minera Mexico S.A. de C.V.

We utilize modern mining and processing methods, including global positioning systems and computerized mining operations. Our operations are vertically integrated that allows us to manage the entire production process, from the mining of the ore to the production of refined copper and the distribution, transport and logistics functions, using our own facilities, employees and equipment.

The sales prices for our products are largely determined by market forces outside of our control. Our management, therefore, focuses on operational efficiency and cost enhancement to remain profitable. We endeavor to achieve these goals through capital spending programs, exploration efforts and cost reduction programs. We are seeking to remain profitable during periods of low copper prices and maximizing results in periods of high copper prices.

[Table of Contents](#)

Our principal executive offices are located at 1440 East Missouri Avenue, Suite 160, Phoenix, Arizona, our telephone number is (602) 441-1000, and our website address is www.southerncoppercorp.com.

Recent Developments

As a result of a judgment issued by the Delaware Chancery Court in a shareholder derivative lawsuit arising out of our merger with Americas Mining Corporation (“AMC”) on October 9, 2012, we received a payment of U.S.\$2.1 billion from Americas Mining Corporation (“AMC”), our majority shareholder, and, as a result of the Chancery Court judgment, we paid legal fees of U.S.\$316.2 million to the law firms representing the plaintiffs in the litigation. See Note 2 of the Notes to the Financial Statements in our Quarterly Report on Form 10-Q for the quarter ended September 30, 2012 for further information.

On October 18, 2012, our Board of Directors declared a cash dividend of U.S.\$2.75 per share payable on November 21, 2012, to shareholders of record as of November 8, 2012. The aggregate dividend of U.S.\$2,325 million represents approximately 100% of our third quarter fiscal 2012 net income contribution received from AMC in satisfaction of the Delaware Chancery Court judgment.

[Table of Contents](#)

	THE OFFERING
Issuer	Southern Copper Corporation
Securities Offered	U.S.\$300,000,000 aggregate principal amount of 3.500% notes due 2022 U.S.\$1,200,000,000 aggregate principal amount of 5.250% notes due 2042
Maturity Date	The 2022 notes: November 8, 2022. The 2042 notes: November 8, 2042.
Interest Rate	The 2022 notes: 3.500% per annum, payable semi-annually in arrearages. The 2042 notes: 5.250% per annum, payable semi-annually in arrearages.
Interest Payment Dates	May 8 and November 8 of each year, commencing on May 8, 2022.
Optional Redemption	We may, at our option, at any time, redeem some or all of the notes for the principal amount of the notes to be redeemed and the applicable accrued interest to the redemption date, as described under “Optional Redemption.”
Ranking	The notes will constitute our general unsecured obligations and will rank equally with each other and with all of our other existing and future unsecured indebtedness. The notes will not be guaranteed by any of our subsidiaries, will be structurally subordinated to all existing and future indebtedness of our subsidiaries, including trade payables. See “Description of the Notes.”
Further Issues	We may from time to time, without notice to or consent of the holders, issue an unlimited principal amount of additional notes of the same series pursuant to this prospectus.
Certain Covenants	The indenture relating to the notes contains certain covenants, including limitations on sale and leaseback transactions, and limitations on asset sales and conveyances. All of these limitations and restrictions are subject to certain exceptions. See “Description of the Notes — Covenants.”
Change of Control	If we experience a Change of Control Triggering Event (as defined in the indenture), we must offer to repurchase the notes at a purchase price of 101% of the principal amount thereof, plus accrued and unpaid interest, if any. See “Description of the Notes — Repurchase at the Option of Holders Upon a Change of Control Triggering Event.”

[Table of Contents](#)

Book Entry; Form and Denominations	The notes will be issued in the form of one or more global notes in the name of a nominee of The Depository Trust company, or DTC, as participants, including Clearstream Banking, société anonyme (“Clearstream”) S.A./N.V. (“Euroclear”). Notes in definitive certificated form will be issued in the form of global notes except under limited circumstances. The notes will have denominations of U.S.\$2,000 and integral multiples of U.S.\$1,000. See “Description of the Notes — Form, Denomination and Title.”
Use of Proceeds	We intend to use the net proceeds from this offering for general corporate purposes and the financing of our capital expenditure program.
Material Tax Considerations	You should consult your tax advisor with respect to the U.S. federal income tax consequences of owning the notes in light of your own particular situation and with respect to the tax consequences arising under the laws of any state, local, foreign or other taxing jurisdiction. See “Material Tax Considerations.”
Governing Law	The notes and the indenture will be governed by the laws of the State of New York.
Trustee, Registrar and Paying Agent	Wells Fargo Bank, National Association
Listing and Trading	We have applied to list the notes on the Global Exchange Market for Financial Instruments Limited.
Irish Paying Agent and Transfer Agent	AIB International Financial Services Limited
Irish Listing Agent	Arthur Cox Listing Services Limited
Risk Factors	See “Risk Factors” beginning on page S-7 of this prospectus supplement and “Risk Factors” beginning on page 16 of our annual report on Form 10-K for the year ended December 31, 2011, for a discussion of certain relevant factors you should consider in deciding to invest in the notes.
Securities Codes	The notes will be assigned the following securities codes: The 2022 notes: CUSIP: 84265V AF2 ISIN: US84265VAF22 The 2042 notes: CUSIP: 84265V AGO ISIN: US84265VAG05

<http://www.oblible.com>[Table of Contents](#)**SUMMARY HISTORICAL CONSOLIDATED FINANCIAL DATA**

You should read the summary historical consolidated financial data set forth below in conjunction with “Management’s Discussion and Results of Operations” and the consolidated financial statements and the related notes included in each of our annual report on Form 10-K for the year ended December 31, 2011 and our quarterly report on Form 10-Q for the quarter ended September 30, 2012, which are incorporated by reference into the accompanying prospectus. We derived the following summary historical consolidated financial data as of and for the three years ended December 31, 2011, 2010 and 2009, and for the nine months ended September 30, 2012 from our consolidated financial statements.

(U.S.\$ in millions, except per share amounts and financial ratios)

	Years Ended December 31,		
	2011	2010	2009
Statement of Earnings Data			
Net sales	\$6,818.7	\$5,149.5	\$3,734.1
Operating income	3,625.4	2,604.2	1,485.1
Net income	2,344.3	1,562.7	934.1
Net income attributable to:			
Non-controlling interest	7.9	8.7	5.1
Southern Copper Corporation	\$2,336.4	\$1,554.0	\$ 929.0
Per share amounts:(2)			
Earnings basic and diluted	\$ 2.76	\$ 1.83	\$ 1.14
Dividends paid	\$ 2.46	\$ 1.68	\$ 0.90
	As of December 31,		
	2011	2010	2009
Balance Sheet Data			
Cash and cash equivalents	\$ 848.1	\$2,192.7	\$ 772.1
Total assets	8,062.7	8,128.0	6,058.1
Total long-term debt, including current portion	2,745.7	2,760.4	1,280.1
Total liabilities	4,026.4	4,217.6	2,164.1
Total equity	\$4,036.3	\$3,910.4	\$3,893.1
	Years Ended December 31,		
	2011	2010	2009
Statement of Cash Flows			
Cash provided from operating activities	\$ 2,070.2	\$ 1,920.7	\$ 960.1
Depreciation, amortization and depletion	288.1	281.7	271.1
Cash used for investing activities	(1,083.1)	(473.8)	(351.1)
Capital expenditures	(612.9)	(408.7)	(411.1)
Cash used for financing activities	(2,375.0)	36.6	(451.1)
Dividends paid	(2,080.4)	(1,428.0)	(371.1)

[Table of Contents](#)

	Years Ended December 31,		
	2011	2010	2009
Financial Ratios			
Gross margin(3)	55.30%	53.20%	42.70%
Operating income margin(4)	53.20%	50.60%	39.80%
Net margin(5)	34.30%	30.20%	24.90%
Current assets to current liabilities	3.12	3.28	3.04
Net debt(6)/total capitalization(7)	32.00%	12.70%	11.50%
Ratio of earnings to fixed charges(8)	18.8x	15.5x	15.1x

- (1) In the consolidated financial statements as of and for the nine months ended September 30, 2012, the U.S.\$2,108.2 million judgment in the Mexico shareholder derivative lawsuit was recorded as additional paid-in capital (with a corresponding asset recorded as a receivable) and \$1.1 million was recorded for legal fees related to the judgment (with a corresponding liability recorded for the obligation). Payments of \$1.1 million were made in October 2012. See “Summary — Recent Developments.”
- (2) Per share amounts reflect earnings and dividends of SCC.
- (3) Represents net sales less cost of sales (including depreciation, amortization and depletion), divided by net sales.
- (4) Represents operating income divided by sales.
- (5) Represents net earnings divided by sales.
- (6) Net debt is defined as total debt minus cash and cash equivalents balance.
- (7) Represents net debt divided by net debt plus stockholders’ equity.
- (8) Represents earnings divided by fixed charges. Earnings are defined as earnings before income taxes, non-controlling interest and the minority interest accounting principle, plus fixed charges and amortization of interest capitalized, less interest capitalized. Fixed charges are defined as interest capitalized, plus amortized premiums, discounts and capitalized expenses related to indebtedness.

[Table of Contents](#)

RISK FACTORS

Any investment in the notes involves a high degree of risk. You should carefully consider the risks described below and all of the information contained in this prospectus supplement and the accompanying prospectus before deciding whether to purchase the notes. In addition, you should carefully consider the risks and uncertainties discussed under “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2011, and in other documents filed with the Securities and Exchange Commission, all of which are incorporated by reference in the prospectus accompanying this prospectus supplement. The risks and uncertainties described below are not the only risks and uncertainties we face. Additional risks and uncertainties not presently known to us or that we deem immaterial may also impair our business operations. If any of the following risks actually occur, our business, financial condition and results of operations could be materially adversely affected.

Risks Related to this Offering

We partially depend upon our subsidiaries to service our debt, and the notes are structurally subordinated to the payment of the indebtedness of our subsidiaries.

We are the sole obligor on the notes. We derive a substantial portion of our revenue and cash flow from our subsidiaries and our ability to service the notes, is substantially dependent upon the earnings of our subsidiaries. None of our subsidiaries will guarantee these notes. Our subsidiaries are not obligated to make payments on the notes and have no obligation, contingent or otherwise, to pay any amounts due under the notes, or to make any funds available therefore, whether by direct payments, and the consequent rights of holders of notes to realize proceeds from the sale of any of those subsidiaries' assets will be structurally subordinated to the claims of the subsidiaries' creditors, including trade creditors or holders of debt of those subsidiaries. As a result, the notes are structurally subordinated to the claims of the subsidiaries' creditors (including trade payables) of our subsidiaries and effectively subordinated to all of our existing and future senior secured indebtedness to the extent of the assets securing such indebtedness. As of September 30, 2012, the indebtedness of our subsidiaries that is structurally senior to the notes was U.S.\$1.1 billion. Any debt or obligation, whether or not secured, will have priority over the notes.

Our substantial indebtedness could adversely affect our financial condition.

We have a significant amount of indebtedness, which could limit our ability to obtain additional financing for working capital, capital expenditures, acquisitions, debt service requirements or other purposes. It may also increase our vulnerability to adverse economic, market and industry conditions, and our ability to plan for, or reacting to, changes in our business operations or to our industry overall, and place us at a disadvantage in relation to our competitors. Any or all of the above events and/or factors could have an adverse effect on our results of operations and financial condition.

We may issue additional notes.

Under the terms of the indenture that governs each series of the notes, including the notes offered hereby, we may from time to time with the consent of the holders of the applicable series of notes, create and issue additional notes of a new or existing series, which notes, if of an existing series, will be added to the series in all material respects so that the notes may be consolidated and form a single series with such notes and have the same terms as to the payment of principal and interest as the notes.

There is no public market for the notes.

The notes are new securities for which there currently is no established trading market. We can give no assurances concerning the liquidity of the notes offered hereby, the ability of any investor to sell the notes, or the price at which investors would be able to sell them. If a market for the notes does develop, it may be unable to resell the notes for an extended period of time, if at all. If a market for the notes does develop, it may not continue or it may fluctuate, which could result in holders to resell any

[Table of Contents](#)

of the notes. Consequently, investors may not be able to liquidate their investment readily, and lenders may not readily accept the notes as collateral. We have made to list the notes on the Global Exchange Market of the Irish Stock Exchange Limited. However, such application may not be approved.

The notes may trade at a discount from their initial issue price or principal amount, depending upon many factors, including prevailing interest rates, market conditions, securities and other factors, including general economic conditions and our financial condition, performance and prospects. Any decline in trading volume may adversely affect the liquidity and trading markets for the notes.

[Table of Contents](#)

FORWARD-LOOKING STATEMENTS

This prospectus supplement and the documents incorporated by reference herein contain certain forward-looking statements within the meaning of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Statements that do not relate strictly to historical facts are forward-looking and usually identified by the use of words such as “anticipate,” “estimate,” “forecasts,” “approximate,” “expect,” “project,” “may” and other words of similar meaning in connection with any discussion of future operating or financial matters. Such statements are made pursuant to the provisions of the Private Securities Litigation Reform Act of 1995.

Without limiting the generality of the foregoing, forward-looking statements in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference include statements regarding expected commencement dates of mining or metal production operations, projected quantities of future production rates, operating efficiencies, costs and expenditures, including taxes, as well as projected demand or supply for the company’s products, all of which are materially dependent upon factors including the risks and uncertainties relating to general U.S. and international economic and political conditions, prices of copper, other commodities and supplies, including fuel and electricity, availability of materials, insurance coverage, equipment, required permits, occurrence of unusual weather or operating conditions, lower than expected ore grades, water and geological problems, the failure of equipment, non-compliance with applicable laws and regulations, non-compliance with specifications, failure to obtain financial assurance to meet closure and remediation obligations, labor relations, litigation and other legal, political and economic risk associated with foreign operations. Results of operations are directly affected by metals prices on commodity exchanges. Such forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from projected results. Accordingly, investors should not rely on forward-looking statements as a prediction of actual results. We have based these forward-looking statements on current expectations and assumptions. While we consider these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, operational and other risks and uncertainties, most of which are difficult to predict and many of which are beyond our control. The risks and uncertainties that may affect our operations and the forward-looking statements include, but are not limited to, those set forth under Item 1A, “Risk Factors” commencing on page 16 of our prospectus supplement for the fiscal year ended December 31, 2011.

[Table of Contents](#)

USE OF PROCEEDS

We estimate that the net proceeds from this offering, after deducting estimated offering expenses of approximately U.S.\$3,100,000 and u approximately U.S.\$1,468,655,000. We intend to use the net proceeds from this offering for general corporate purposes, including the financi

S-10

[Table of Contents](#)**CAPITALIZATION**

The following table sets forth our capitalization as of September 30, 2012 on a historical basis and as adjusted to give effect to this offering in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the consolidated financial statements included in our Quarterly Report on Form 10-Q for the quarter ended September 30, 2012, which is incorporated by reference in this prospectus supplement.

Debt:

- 1.9879% Mitsui credit agreement due 2013
- 6.375% Notes due 2015
- 5.375% Notes due 2020
- 9.25% Yankee bonds—Series B due 2028
- 7.500% Notes due 2035
- 6.750% Notes due 2040
- 3.500% Notes due 2022 offered hereby
- 5.250% Notes due 2042 offered hereby

Total debt

Total stockholders’ equity(1)

Total capitalization(1)

(1) Includes U.S.\$2,108.2 million of additional paid-in capital recorded in connection with the Minera Mexico shareholder derivative lawsuit and the “Minera Mexico Shareholder Derivative Litigation.”

[Table of Contents](#)

DESCRIPTION OF THE NOTES

Each of the 2022 notes and the 2042 notes will be issued under a supplemental indenture to the indenture (the “Base Indenture”) to be entered into by Wells Fargo Bank, National Association, as Trustee (the “Trustee,” which term includes any successor as Trustee). Each such supplemental indenture, is referred to herein as an “Indenture” and collectively as the “Indentures.” In this description, the term “Issuer” refers only to Southwestern Energy and any of its subsidiaries.

The following summaries of certain provisions of the notes and the Indentures are subject to, and are qualified in their entirety by reference to, the notes and the Indentures, including the definitions therein of certain terms. Copies of the Indentures are available at the Issuer’s principal offices of the Trustee. As used herein, the term “Holder” or “Noteholder” means the person in whose name a note of either series is registered with the series of notes by the registrar.

General

The notes will be general unsecured and unconditional obligations of the Issuer. The series of notes rank *pari passu* with each other and with all other payment with all other existing and future unsecured and unsubordinated obligations of the Issuer. The Issuer will initially issue 2022 notes in an aggregate principal amount of U.S.\$300,000,000 and 2042 notes in an aggregate principal amount of U.S.\$1,200,000,000. The Issuer is entitled, without the consent of the holders of either series under the applicable Indenture on the same terms and conditions other than the issue date, the issue price and, in some cases, the issue amount, to issue additional notes and the 2042 notes being offered hereby in an unlimited aggregate principal amount (the “Additional Notes”). The Issuer will be permitted to issue such Additional Notes only if the 2022 notes and any Additional Notes of such series will be treated as a single class for all purposes under the applicable Indenture and the 2042 notes and any Additional Notes of such series will be treated as a single class for all purposes under the applicable Indenture. Unless the context otherwise requires, for all purposes of the applicable Indenture and this “Description of the Notes,” references to the notes include any Additional Notes of such series actually issued. The notes are unsecured and are effectively subordinated to all of our existing and future indebtedness to the extent of the value of the collateral securing such indebtedness. In addition, the notes will not be guaranteed by any of our subsidiaries and will be subordinated to all existing and future indebtedness and other obligations of our subsidiaries, including trade payables.

The 2022 notes will bear interest at the rate of 3.500% per annum and will be payable semiannually, in arrears, on each May 8 and November 8 to the holders of record of the notes at the close of business on the immediately preceding April 20 or October 20, as the case may be. Interest will be calculated on the basis of a 360-day year of twelve 30-day months. The 2022 notes will mature on November 8, 2022.

The 2042 notes will bear interest at the rate of 5.250% per annum and will be payable semiannually, in arrears, on each May 8 and November 8 to the holders of record of the notes at the close of business on the immediately preceding April 20 or October 20, as the case may be. Interest will be calculated on the basis of a 360-day year of twelve 30-day months. The 2042 notes will mature on November 8, 2042.

Notwithstanding the foregoing, any interest which is payable, but which is not punctually paid or duly provided for, on any interest payment date shall cease to be payable to the Holder registered on such date, and shall be payable, at the election of the Issuer, either (i) to the person in whose name the notes are registered at the close of business on a special record date to be fixed by the Trustee not more than 15 nor less than 10 days prior to the date fixed by the Issuer, or (ii) in any other lawful manner not inconsistent with the rules of any applicable securities exchange if deemed practicable by the Trustee.

Methods of Receiving Payments on the Notes

All payments on the notes will be made at the office or agency of the paying agent and registrar within Minneapolis, Minnesota in the United States. The Issuer may make interest payments by check mailed to the Holders at their address set forth in the register.

[Table of Contents](#)

If any payment in respect of a note is due on a day that is not a business day then such payment need not be made on such day but may be made on the next business day, with the same force and effect as if made on the date for such payment, and no interest will accrue for the period from and after such date.

Paying Agent and Registrar for the Notes

The Trustee will initially act as paying agent and registrar. Application has been made to list the notes on the Global Exchange Market. As long as the rules of the Irish Stock Exchange require, the Issuer will maintain a paying agent having its specified office in a member state of the European Union. The Issuer may change the paying agent or registrar without prior notice to the Holders, and the Issuer or any of its Subsidiaries may act as paying agent or registrar.

Optional Redemption

Except as described below, neither the 2022 notes nor the 2042 notes are redeemable at the Issuer's option. The Issuer is not, however, prohibited from redeeming the notes by means other than a redemption, whether pursuant to a tender offer, open market purchase or otherwise, so long as the acquisition does not otherwise violate the applicable Indenture.

The 2022 notes and the 2042 notes will be redeemable, at any time and from time to time, in whole or in part, at the Issuer's option at a price of (i) 100% of the principal amount of the notes to be redeemed plus accrued and unpaid interest thereon to, but not including, the date of redemption, plus the value of the Remaining Scheduled Payments of principal and interest on the notes to be redeemed (exclusive of interest accrued to the applicable redemption date) calculated as of that redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 27.5 basis points in the case of the 2022 notes and plus 37.5 basis points in the case of the 2042 notes. Notwithstanding the foregoing, payments of interest on the notes will be payable to the Holders on the dates such at the close of business on the relevant record dates according to the terms and provisions of the Indenture. In connection with such optional redemption, the terms of the Indenture shall apply:

"Comparable Treasury Issue" means, with respect to the 2022 notes or the 2042 notes, the United States Treasury security selected by the Issuer that has a maturity comparable to the remaining term ("remaining life") of the notes that would be utilized, at the time of selection and in accordance with customary market practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such series of notes.

"Comparable Treasury Price" means, with respect to any redemption date, (i) the average of five Reference Treasury Dealer Quotations for the Comparable Treasury Issue, excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Independent Investment Banker is unable to obtain at least five such quotations, the average of all Reference Treasury Dealer Quotations obtained by the Independent Investment Banker.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Issuer from time to time to act as the "Independent Investment Banker."

"Reference Treasury Dealer" means any one of Credit Suisse Securities (USA) LLC, HSBC Securities (USA) Inc., Merrill Lynch, Pierce, Fenner & Smith Inc., Morgan Stanley & Co. LLC and their respective successors and two other nationally recognized investment banking firm that is a Primary Treasury Dealer selected from time to time by the Issuer; *provided, however*, that if any of the foregoing shall cease to be a primary US Government securities dealer, the Issuer shall substitute therefor another nationally recognized investment banking firm that is a Primary Treasury Dealer.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) obtained by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding the date of redemption.

“Remaining Scheduled Payments” means, with respect to each note to be redeemed, the remaining scheduled payments of the principal be due after the related redemption date but for such redemption; *provided, however*, that, if that redemption date is not an interest payment date, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to that redemption date.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder of the notes. On the redemption date, interest will cease to accrue on the notes or any portion thereof called for redemption unless the Issuer defaults in the payment of interest on the notes.

Covenants

Limitation on Liens

(1) any Lien on (a) any Specified Property acquired, constructed, developed, extended or improved by the Issuer or any Subsidiary Person after the date of the Indenture or any property reasonably incidental to the use or operation of such Specified Property (including Specified Property is located), or (b) any shares or other ownership interest in, or any Indebtedness of, any Person which holds, owns or controls, directly or indirectly, the production, sale or distribution of, or the rights to, any products, revenue or profits, provided that in the case of both clause (a) and (b) above, such Lien is created, incurred or assumed (x) during the period in which the Specified Property was being constructed, developed, extended or improved, or (y) contemporaneously with, or within 360 days after, such acquisition, construction, development, extension or improvement in order to secure or provide for the payment of all or any part of the purchase price of such Specified Property or the other costs of such acquisition, construction, development, extension or improvement (including costs such as interest on construction and financing and refinancing costs);

(2) any Lien on any Specified Property existing at the time of acquisition thereof and which (a) is not created as a result of or in connection with such acquisition and (b) does not attach to any other Specified Property other than the Specified Property so acquired;

[Table of Contents](#)

(3) any Lien on any Specified Property acquired from a Person that is merged with or into the Issuer or any Subsidiary or any Li any Person at the time such Person becomes a Subsidiary, in either such case which (a) is not created as a result of or in connection with transaction and (b) does not attach to any other Specified Property other than the Specified Property so acquired;

(4) any Lien which secures Indebtedness or a Guarantee owing by a Subsidiary to the Issuer or any other Subsidiary;

(5) any Liens on any Specified Property in favor of the government of the United States, Mexico or Peru or of any other country or secure payments pursuant to any contract with such government or to any statute to which the Issuer or any of its Subsidiaries is subject;

(6) any Lien existing on the date of the applicable Indenture; or

(7) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part, of any Lien clauses (1) through (6) inclusive; *provided* that the principal amount of Indebtedness or Guarantee secured thereby shall not exceed the Guarantee so secured at the time of such extension, renewal or replacement plus an amount necessary to pay any fees and expenses, including related to such transaction, and that such extension, renewal or replacement shall be limited to all or a part of the property which secured replaced (plus improvements on such property).

Notwithstanding the foregoing, the Issuer or any Subsidiary may issue or assume Indebtedness or a Guarantee secured by a Lien which the provisions of the Indenture described in this section or enter into Sale and Leaseback Transactions that would otherwise be prohibited by described below under “— Limitation on Sale and Leaseback Transactions”, *provided* that the amount of such Indebtedness or Guarantee or Leaseback Transaction, as the case may be, together with the aggregate amount (without duplication) of (i) Indebtedness or Guarantees outstanding previously incurred pursuant to this paragraph by the Issuer and its Subsidiaries, plus (ii) the Attributable Value of all such Sale and Leaseback Subsidiaries outstanding at such time that were previously incurred pursuant to the provisions of the Indenture described below under “— Li Transactions” shall not exceed 20% of Consolidated Net Tangible Assets at the time any such Indebtedness or Guarantee is issued or assumed the time any such Sale and Leaseback Transaction is entered into.

For the avoidance of doubt, the sale or other transfer of (i) any minerals in place for a period of time until, or in an amount such that the specified amount of money (however determined) or a specified amount of such minerals or (ii) any other interest in property of the character “production payment,” shall not constitute the incurrence of Indebtedness or a Guarantee secured by a Lien.

Limitation on Sale and Leaseback Transactions

Neither the Issuer nor any Subsidiary may enter into any Sale and Leaseback Transaction with respect to any Specified Property, unless would be entitled pursuant to the provisions of the Indenture described above under “— Limitation on Liens” to issue or assume Indebtedness the Attributable Value with respect to such Sale and Leaseback Transactions) secured by a Lien on such Specified Property without equally a series; (ii) within 360 days of such Sale and Leaseback Transaction, the Issuer or such Subsidiary applies or causes to be applied, in the case amount equal to 85% of the net proceeds thereof and, in the case of a sale or transfer otherwise than for cash, an amount equal to the fair market by the board of directors of the Issuer) of the Specified Property so leased to: (A) to the retirement, within 360 days after the effective date of Transaction, of (x) Indebtedness of the Issuer ranking at least *pari passu* in right of payment with the notes of such series or (y) Indebtedness case owing to a Person other than the Issuer or any Affiliate of the Issuer, or (B) to the acquisition, purchase, construction, development, extension or assets of the Issuer or any

[Table of Contents](#)

Subsidiary used or to be used by or for the benefit of the Issuer or any Subsidiary in the ordinary course of business; or (iii) the Issuer or such Subsidiary secures the notes of such series as described above under “— Limitation on Liens.”

The foregoing restrictions shall not apply to any transactions providing for a lease for a term of less than three years.

Repurchase at the Option of Holders Upon a Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event, each Holder of notes will have the right to require the Issuer to repurchase the notes pursuant to the offer described below (the “Change of Control Offer”) at a purchase price (the “Change of Control Purchase Price”) equal to the principal amount thereof, plus accrued and unpaid interest, if any, to the purchase date (subject to the right of holders of record on the relevant record date to receive interest payment date).

Within 30 days following any Change of Control Triggering Event, the Issuer shall send, by first-class mail, with a copy to the Trustee, to each Holder’s address appearing in the register, a notice stating:

- (1) that a Change of Control Triggering Event has occurred and a Change of Control Offer is being made pursuant to the covenants in the Indenture under the heading “Repurchase at the Option of Holders Upon a Change of Control Triggering Event” and that all notes validly tendered will be accepted for payment;
- (2) the Change of Control Purchase Price and the purchase date, which shall be, subject to any contrary requirements of applicable law, not later than 30 days nor later than 60 days from the date such notice is mailed;
- (3) the circumstances and relevant facts regarding the Change of Control Triggering Event; and
- (4) the procedures that Holders of notes must follow in order to validly tender their notes (or portions thereof) for payment and the procedures that Holders of notes must follow in order to withdraw an election to tender notes (or portions thereof) for payment.

The Issuer will not be required to make a Change of Control Offer following a Change of Control Triggering Event if a third party makes an offer to purchase the notes in a similar manner, at the times and otherwise in compliance with the requirements set forth in the applicable Indenture applicable to a Change of Control Triggering Event. The Issuer will purchase all notes validly tendered and not withdrawn under such Change of Control Offer.

The Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws and regulations relating to the repurchase of notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions described above, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Indenture of such compliance.

The Issuer’s obligation to make an offer to repurchase the notes as a result of a Change of Control Triggering Event may be waived or modified by the occurrence of such Change of Control Triggering Event with the written consent of the holders of a majority in principal amount of the notes of such series. See “— Amendments and Waivers.”

Consolidation, Merger, Sale or Conveyance

For so long as the 2022 notes or the 2042 notes are outstanding, the Issuer may not consolidate with or merge into any other corporation or partnership and assets substantially as an entirety to any Person, unless (i) the successor Person shall be a corporation organized and existing under the laws of the United States (or the District of Columbia) and shall expressly assume, by a supplemental indenture, the due and punctual payment of the principal of the notes of such series and the performance of every covenant in the applicable Indenture on the part of the Issuer to be performed or observed, and (ii) in such transaction, no Event of Default, and no event which, after notice or

[Table of Contents](#)

lapse of time or both, would become an Event of Default, shall have occurred and be continuing; and (iii) the Issuer shall have delivered to the opinion of counsel stating that all conditions precedent set forth in the indenture relating to the consummation of such consolidation, merger, or into of such supplemental indenture have been met. In case of any such consolidation, merger, conveyance or transfer (other than a lease), such to and be substituted for the Issuer as obligor on the notes of the applicable series, with the same effect as if it had been named in the applicable

For purposes of this covenant, the conveyance or transfer of all the property of one or more Subsidiaries of the Issuer which property, in Subsidiaries, would constitute all or substantially all the property of the Issuer on a consolidated basis, shall be deemed to be the transfer of the Issuer.

Certain Definitions

The following terms have the following definitions in the Indentures:

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under the control of such specified Person. For purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct or cause the management or policies of the Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

“Attributable Value” in respect of a Sale and Leaseback Transaction means, as to any particular lease under which the Issuer or any Subsidiary is a lessee, and any date as of which the amount thereof is to be determined, the total net obligations of the lessee for rental payments (excluding, however, such lessee, whether or not designated as rent or additional rent, on account of maintenance and repairs, services, insurance, taxes, assessments, and any amounts required to be paid by such lessee thereunder contingent upon monetary inflation or the amount of sales, maintenance and repairs, rates or similar charges) during the remaining term of the lease (including any period for which such lease has been extended or may, at the option of the Issuer, be extended) discounted from the respective due dates thereof to such date at a rate per annum equivalent to the interest rate inherent in such lease (as determined in accordance with generally accepted financial practice).

“Change of Control,” at any date, means the failure of Mr. German Larrea Mota-Velasco and his immediate family members, including his children, descendants, estates and heirs, or any trust or other investment vehicle for the primary benefit of any of the foregoing, to possess, directly or indirectly, of Voting Stock, contract or otherwise, the power to elect or designate for election the majority of the board of directors of the Issuer or to direct the management or policies of the Issuer.

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Rating Decline.

“Commission” means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1933, and at any time after the execution of this Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act of 1939, at such time.

“Consolidated Net Tangible Assets” means the total of all assets appearing on a consolidated balance sheet of the Issuer and its Subsidiaries, after allowances and deductions, but excluding goodwill, trade names, trademarks, patents, unamortized debt discount and all other like intangible assets, less the total of all liabilities of the Issuer and its Subsidiaries appearing on such balance sheet as determined in accordance with U.S. GAAP.

“Fitch” means Fitch Ratings, Ltd. or any successor to the rating agency business thereof.

Table of Contents

“Guarantee” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, contingent or otherwise, or entered into for the purpose of assuring in any other manner the obligee of such Indebtedness of the payment thereof or loss in respect thereof (in whole or in part); *provided, however*, that the term “Guarantee” shall not include endorsements for collection or discounting in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning. The term “Guarantee” shall not apply to a guarantee of intercompany indebtedness and the Subsidiaries or among the Subsidiaries.

“Indebtedness” means, with respect to any Person (without duplication):

(1) any obligation of such Person (a) for borrowed money, under any reimbursement obligation relating to a letter of credit (other than a letter of credit issued in the ordinary course of business), under any reimbursement obligation relating to a financial bond or under any reimbursement obligation relating to an instrument or agreement, (b) for the payment of money relating to any obligations under any capital lease of real or personal property, or (c) in respect of an interest rate or currency swap, exchange or hedging transaction or other financial derivatives transaction (other than (x) a transaction directly related to Indebtedness otherwise incurred in compliance with the Indenture and (y) any such agreements as are entered into in connection with a transaction not for speculative purposes or the obtaining of credit); and

(2) any amendment, supplement, modification, deferral, renewal, extension or refunding of any liability of the types referred to in (1), in determining any particular amount of Indebtedness under this definition, Guarantees of (or obligations with respect to letters of credit) in connection with the determination of such amount shall not be included.

“Lien” means any mortgage, pledge, lien or security interest.

“Moody’s” means Moody’s Investors Service, Inc. or any successor to the rating agency business thereof.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, partnership, government or other entity.

“Rating Agencies” means Moody’s, S&P and Fitch.

“Rating Decline” means if on, or within 90 days after, the earlier of the date of public notice of the occurrence of a Change of Control or the date on which the Issuer effect a Change of Control (which period shall be extended so long as the rating of the notes is under publicly announced consideration for public sale by the Rating Agencies), the rating of the notes of the applicable series by at least one of the Rating Agencies shall be decreased by one or more gradations or categories as well as between rating categories).

“S&P” means Standard & Poor’s Ratings Services or any successor to the rating agency business thereof.

“Sale and Leaseback Transaction” means any transaction or series of related transactions pursuant to which the Issuer or any Subsidiary of the Issuer sells or conveys to a Person with the intention of taking back a lease of such property pursuant to which the rental payments are calculated to amortize the purchase price over the useful life thereof and such property is in fact so leased.

“Significant Subsidiary” means a Subsidiary of the Issuer which would be a “significant subsidiary” within the meaning of Rule 1-02 under the Securities Act of 1933, as amended, as in effect on the date of the Indenture, assuming the Issuer is the registrant referred to in such definition.

“Specified Property” means any mineral property (other than inventory or receivables), concentrator, smelter, refinery or rod plant of the Issuer or any Subsidiary directly owning any such property, concentrator, smelter, refinery or rod plant. This term excludes any other property, concentrator, smelter or refinery or rod plant of the Issuer or any Subsidiary that in the good faith opinion of the Issuer’s board of directors is not material to the business conducted by the Issuer and its Subsidiaries, taken as a whole.

Table of Contents

“Subsidiary” means any corporation or other business entity of which the Issuer owns or controls (either directly or through one or more of the issued share capital or other ownership interests, in each case having ordinary voting power to elect or appoint directors, managers or business entity (whether or not capital stock or other ownership interests or any other class or classes shall or might have voting power upon For the avoidance of doubt, SPCC Peru Branch shall not be considered a Subsidiary of the Issuer.

“U.S. GAAP” with respect to any computations required or permitted hereunder, means generally accepted accounting principles in effect from time to time; provided, however if the Issuer is required by the Commission to adopt (or is permitted to adopt and so adopts) a different accounting framework limited to the International Financial Reporting Standards, “GAAP” shall mean such new accounting framework as in effect from time to time. In any case, those accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, the Financial Accounting Standards Board or in such other statements by such other entity as approved by the accounting profession.

“Voting Stock” means capital stock issued by a corporation, or equivalent interests in any other Person, the holders of which are ordinarily entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right to vote has been suspended in whole or in part by a contingency.

Highly Leveraged Transactions

The Indentures do not include any debt covenants or other provisions which afford holders of the notes protection in the event of a highly leveraged transaction.

Reporting Requirements

The Issuer shall provide the Trustee and the Commission, and transmit to Holders, such information, documents and other reports, and such other information as may be required pursuant to the Trust Indenture Act of 1939 (the “Trust Indenture Act”) at the times and in the manner provided in the Trust Indenture.

(i) within 30 days after the Issuer is required to file the same with the Commission, copies of the annual reports and of the information required to be filed with the Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”), as amended; or, if the Issuer is required to file such information, documents or reports pursuant to either of such sections, then the Issuer shall file with the Trustee and the Commission, in accordance with the rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents and reports which may be required to be filed with the Securities Exchange Act of 1934, as amended, in respect of a security listed and registered on a national securities exchange as may be required by such rules and regulations; provided, that the filing of the reports specified in Section 13 or 15(d) of the Exchange Act by an entity that is the direct or indirect parent of the Issuer will satisfy these requirements so long as such entity is an obligor or guarantor on the notes; and

(ii) in accordance with the rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports as may be required to be filed with the Commission, such compliance by the Issuer with the conditions and covenants provided for in the Indenture, as may be required from time to time by such rules and regulations.

The filing of the reports specified in Section 13 or 15(d) of the Exchange Act by an entity that is the direct or indirect parent of the Issuer will satisfy these requirements so long as such entity is an obligor or guarantor on the notes; and provided further that the reports of such entity will not be required to include information for the Issuer in a footnote to the financial statements of such entity.

Table of Contents

Any document referred to above that is filed with the Commission via the Commission's Electronic Data Gathering, Analysis and Retrieval system available without charge will be deemed to have been provided to the Trustee at the time of such filing; provided, however, that the trustee will not be responsible for whether or not the Issuer has made such filings.

Other Covenants

The Indentures contain certain other covenants relating to, among other things, the maintenance of corporate existence and maintenance of assets. The Indentures are available at the offices of the Issuer and at the offices of the Trustee.

Listing

Application has been made for the notes to be admitted to listing on the Global Exchange Market of the Irish Stock Exchange. Any such listing is subject to the Issuer's sole discretion.

Events of Default

Each Indenture will provide that each of the following events constitutes an Event of Default with respect to the 2022 notes or the 2042 notes:

(1) default in the payment of the principal of any note issued pursuant to such Indenture after any such principal becomes due in whole or in part upon redemption or otherwise; or default in the payment of any interest in respect of such notes if such default continues for 30 days after the date of its due in accordance with the terms thereof;

(2) failure to observe or perform any other covenant or agreement contained in the notes issued pursuant to such Indenture, and such failure is not cured, notice, by registered or certified mail, to the Issuer by the Trustee or to the Issuer and the Trustee by the Holders of at least 25% in aggregate principal amount of outstanding notes of a series issued pursuant to such Indenture, specifying such failure and requiring it to be remedied and stating that such failure constitutes an event of default under such Indenture;

(3) the Issuer or any of its Significant Subsidiaries shall fail to pay when due (whether at maturity, upon redemption or acceleration) any principal or interest on any indebtedness in excess, individually or in the aggregate of U.S.\$50 million (or the equivalent thereof in other currencies), if such failure continues for a period of grace, if any, applicable thereto and the period for payment has not been expressly extended;

(4) a decree or order by a court having jurisdiction shall have been entered adjudging the Issuer or any of its Significant Subsidiaries to be reorganized, approving as properly filed a petition seeking reorganization, *concurso mercantil* or *quiebra* of or by the Issuer or any of its Significant Subsidiaries, or such order shall have continued undischarged or unstayed for a period of 120 days; or a decree or order of a court having jurisdiction for the liquidation or dissolution of the Issuer or any of its Significant Subsidiaries, shall have been entered and shall have continued undischarged and unstayed for a period of 120 days; *provided, however*, that any Significant Subsidiary may be liquidated or dissolved in such liquidation or dissolution, all or substantially all of its assets are transferred to the Issuer or another Significant Subsidiary of the Issuer;

(5) the Issuer or any of its Significant Subsidiaries shall institute any proceeding to be adjudicated as voluntary bankrupt, or shall file a petition or answer or consent seeking reorganization, *concurso mercantil* or *quiebra*, or shall consent to the appointment of a receiver or liquidator or *sindico* or *conciliador* or trustee or assignee in bankruptcy or insolvency proceedings;

Table of Contents

If an Event of Default specified in clause (4) or (5) above shall occur, the maturity of all outstanding notes shall automatically be accelerated, together with accrued interest thereon, shall be immediately due and payable. If any other Event of Default shall occur and be continuing for more than 25% of the aggregate principal amount of the 2022 notes or the 2042 notes, as applicable, then outstanding may, by written notice to the Trustee (or by Holders), declare the principal amount of the applicable notes, together with accrued interest thereon, immediately due and payable. The acceleration notice shall terminate if the event giving rise to such right shall have been cured before such right is exercised. Any such declaration shall be subject to the written notice from the Trustee or the Holders of a majority of the aggregate principal amount of the 2022 notes or the 2042 notes, as applicable, that the amounts then due with respect to the applicable notes are paid (other than amount due solely because of such declaration) and all other defaults are cured.

Subject to the provisions of the applicable Indenture relating to the duties of the Trustee, in case the Issuer shall fail to comply with its obligations on the 2022 notes or the 2042 notes and such failure shall be continuing, the Trustee will be under no obligation to exercise any of its rights or powers in the direction of any of the Holders, unless such Holders shall have offered to the Trustee indemnity reasonably satisfactory to it. The Holders of at least 25% of the amount of the outstanding 2022 notes or the 2042 notes, as applicable, will have the right to direct the time, method and place of conducting any action available to the Trustee or exercising any trust or power conferred on the Trustee, to the extent such action does not conflict with the provisions of applicable law.

No Holder of any note will have any right to institute any proceeding with respect to the applicable Indenture or the notes or for any remedy has previously given to the Trustee written notice of a continuing Event of Default and unless also the Holders of at least 25% in aggregate principal amount of the 2022 notes or the 2042 notes, as the case may be, shall have made a written request to the Trustee to institute proceedings in respect of such Event of Default, such Holder or Holders have offered to the Trustee indemnity reasonably satisfactory to it, the Trustee for 60 days after receipt of such notice of such proceeding and no direction inconsistent with such request shall have been given to the Trustee during such 60-day period by the Holders of at least 25% of the outstanding 2022 notes or the 2042 notes, as the case may be. However, such limitations do not apply to a suit individually instituted by a Holder for payment of the principal of, or interest on, such note on or after respective due dates expressed in such note.

Defeasance

The Issuer may at any time terminate all of its obligations with respect to the 2022 notes or the 2042 notes (“defeasance”), except for covenants regarding any trust established for a defeasance, to replace mutilated, destroyed, lost or stolen notes and to maintain agencies in respect of notes. The Issuer may terminate its obligations under the applicable Indenture under the covenants described above under “— Covenants” (other than the covenant regarding Consolidation, Merger, Sale or Conveyance”), and any omission to comply with such obligations shall not constitute a Default with respect to the Indenture (“covenant defeasance”). In order to exercise either defeasance or covenant defeasance, the Issuer must irrevocably deposit in trust for the 2022 notes or the 2042 notes, as the case may be, with the Trustee money or United States government obligations, or a combination thereof (as certified by an independent financial professional) to pay the principal of, and interest on such notes to the redemption date specified by the terms of the applicable Indenture and comply with certain other conditions, including the delivery of an opinion as to certain tax matters.

Amendments and Waivers

Each Indenture may be amended by the Trustee and the Issuer for the purpose of curing any ambiguity, or of curing, correcting or supplementing contained therein, or in any manner which may be

[Table of Contents](#)

deemed necessary or desirable and which shall not adversely affect the interests of any of the Holders of the 2022 notes or the 2042 notes, as the case may be, in respect, to all of which each Holder of the 2022 notes or the 2042 notes, as the case may be, shall, by acceptance thereof, consent.

Modification and amendments to either Indenture or to the terms and conditions of the 2022 notes or the 2042 notes, as the case may be, in compliance therewith or past default by the Issuer (other than a default in the payment of any amount, including in connection with a redemption of covenant or provision which cannot be modified and amended without the consent of the Holders of all notes so affected) may be effected (including consents obtained in connection with a tender offer or exchange offer for the notes) of the Holders of at least a majority in aggregate principal amount of the outstanding 2022 notes or the 2042 notes, as the case may be, or by the adoption of resolutions at a meeting of Holders of the applicable notes by the Holders of a majority in aggregate principal amount of the outstanding 2022 notes or the 2042 notes, as the case may be; *provided, however*, that no such modification or amendment to either Indenture or to the terms and conditions of the 2022 notes or the 2042 notes, as the case may be, may, without the consent or the affirmative vote of the Holder of each 2022 note or 2042 note, change any installment of interest with respect to any 2022 note or 2042 note, as the case may be, or reduce the principal amount of or interest on any 2022 note or 2042 note, as the case may be; change the prices at which the 2022 notes or 2042 notes, as the case may be, may be redeemed by the Issuer; in the event of a Change of Control Triggering Event or, at any time after a Change of Control Triggering Event has occurred, change the time at which the Change of Control Triggering Event must be made or at which the 2022 notes or the 2042 notes, as the case may be, must be repurchased pursuant to such Change of Control Offering; change the required place at which, payment with respect to principal of or interest with respect to the 2022 notes or the 2042 notes, as the case may be, at which any 2022 note or 2042 note, as the case may be, may be redeemed; or reduce the above-stated percentage of principal amount outstanding at the time of redemption, as the case may be, required to modify or amend the applicable Indenture or the terms or conditions of the 2022 notes or 2042 notes, as the case may be, in compliance or past default.

Governing Law

The notes and the Indentures will be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of laws principles.

Form, Denomination and Title

The Issuer will issue both the 2022 notes and the 2042 notes in global form, without interest coupons. Both series of notes issued in global form will be issued initially, by one or more global notes. Upon issuance, global notes representing each series of notes will be deposited with the Trustee as custodian for the Trust Company (“DTC”), and registered in the name of Cede & Co., as DTC’s partnership nominee. Ownership of beneficial interests in each global note will be shown on, and transfer of ownership of those interests will be effected on, the books and records of DTC, ownership of beneficial interests in each global note will be shown on, and transfer of ownership of those interests will be effected on, the books and records of DTC (with respect to interests of DTC participants) and the records of DTC participants (with respect to other owners of beneficial interests in the global notes).

Beneficial interests in each series of the global notes may be credited within DTC to Euroclear Bank S.A./N.V. (“Euroclear”) and Clearstream, Luxembourg, on behalf of the owners of such interests.

Investors may hold their interests in the global notes directly through DTC, Euroclear or Clearstream, if they are participants in those systems or through organizations that are participants in those systems.

Beneficial interests in the global notes may not be exchanged for notes in physical, certificated form except in the limited circumstances set forth in the Indenture.

Table of Contents

Book-Entry Procedures for Global Notes

Interests in each series of the global notes will be subject to the operations and procedures of DTC, Euroclear and Clearstream. The following information regarding the operations and procedures of each settlement system is provided solely for the convenience of investors. The operations and procedures of each settlement system are controlled and may be changed at any time. The Issuer is not responsible for those operations or procedures.

DTC has advised that it is:

1. a limited purpose trust company organized under the New York Banking Law;
2. a “banking organization” within the meaning of the New York Banking Law;
3. a member of the United States Federal Reserve System;
4. a “clearing corporation” within the meaning of the New York Uniform Commercial Code; and
5. a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between its participants. DTC’s system of computerized book-entry changes to the accounts of its participants. DTC’s participants include securities brokers and dealers; banks and trust companies; and certain other organizations. Indirect access to DTC’s system is also available to others such as securities brokers and dealers; banks and trust companies; and certain other organizations. Participants clear through or maintain a custodial relationship with a DTC participant, either directly or indirectly. Investors who are not DTC participants may hold securities held by or on behalf of DTC only through DTC participants or indirect participants in DTC.

So long as DTC or its nominee is the registered owner of a global note, DTC or its nominee will be considered the sole owner or Holder of the global note for all purposes under the applicable Indenture. Except as provided below, owners of beneficial interests in a global note:

1. will not be entitled to have notes represented by the global note registered in their names;
2. will not receive or be entitled to receive physical, certificated notes; and
3. will not be considered the registered owners or Holders of the notes under the applicable Indenture for any purpose, including voting, without the direction, instruction or approval to the Trustee under the Indenture.

As a result, each investor who owns a beneficial interest in a global note must rely on the procedures of DTC to exercise any rights of a Holder of the global note under the Indenture (and, if the investor is not a participant or an indirect participant in DTC, on the procedures of the DTC participant through which the investor holds its interest).

Payments of principal, premium, if any, and interest with respect to the 2022 notes and the 2042 notes, as the case may be, represented by the global notes will be made by the Trustee to DTC’s nominee as the registered Holder of the applicable global note. Neither the Issuer nor the Trustee will have any responsibility for determining the amounts to owners of beneficial interests in a global note, for any aspect of the records relating to or payments made on account of those interests, or for supervising or reviewing any records of DTC relating to those interests.

Payments by participants and indirect participants in DTC to the owners of beneficial interests in a global note will be governed by standard market practices and will be the responsibility of those participants or indirect participants and not of DTC, its nominee or the Issuer.

Transfers between participants in DTC will be effected under DTC’s procedures and will be settled in same-day funds. Transfers between participants in Euroclear and Clearstream will be effected in the ordinary way under the rules and operating procedures of those systems.

Table of Contents

Cross-market transfers between DTC participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be made through the DTC participants that are acting as depositaries for Euroclear and Clearstream. To deliver or receive an interest in a global note held in a Euroclear or Clearstream system, an investor must send transfer instructions to Euroclear or Clearstream, as the case may be, under the rules and procedures of that system and within the time limits of that system. If the transaction meets its settlement requirements, Euroclear or Clearstream, as the case may be, will send instructions to its DTC depository for settlement by delivering or receiving interests in the relevant global notes in DTC, and making or receiving payment under normal procedures applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the DTC depositaries that are acting for Euroclear or Clearstream.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant that purchases an interest in a global note will be credited on the business day for Euroclear or Clearstream immediately following the DTC settlement date. Cash received in Euroclear or Clearstream for an interest in a global note to a DTC participant will be received with value on the DTC settlement date but will be available in the relevant Euroclear or Clearstream system on the business day following the DTC settlement date.

Although DTC, Euroclear and Clearstream have agreed to the above procedures to facilitate transfers of interests in the global notes among the clearing systems, they are not obligated to perform these procedures and may discontinue or change these procedures at any time. Neither the Issuer nor the Trustee is responsible for the performance by DTC, Euroclear or Clearstream or their participants or indirect participants of their obligations under the rules and procedures of these systems.

Certificated Notes

Beneficial interests in the global notes may not be exchanged for notes in physical, certificated form unless:

1. DTC notifies the Issuer at any time that it is unwilling or unable to continue as depository for the global notes and a successor depository is not appointed within 90 days;
2. DTC ceases to be registered as a clearing agency under the Securities Exchange Act of 1934 and a successor depository is not appointed within 90 days;
3. the Issuer, at its option, notifies the Trustee that it elects to cause the issuance of certificated notes; or
4. certain other events provided in the applicable Indenture should occur, including the occurrence and continuance of an Event of Default.

In all cases, certificated notes delivered in exchange for any global note will be registered in the names, and issued in any approved depository system, of the depository.

Replacement of Notes

In the event that any note shall become mutilated, defaced, destroyed, lost or stolen, the Issuer will execute and, upon the Issuer's request, deliver a new note, of like tenor (including the same date of issuance) and equal principal amount, registered in the same manner, and bearing the same interest as the original note, in exchange and substitution for such note (upon surrender and cancellation thereof) or in lieu of and substitution for such note if such note is destroyed, lost or stolen, the applicant for a substitute note shall furnish to the Issuer and the Trustee such security or indemnity as to the Issuer and the Trustee shall deem each of them harmless, and, in every case of destruction, loss or theft of such note, the applicant shall also furnish to the Issuer and the Trustee a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other fees and expenses (including the fees of the Trustee) connected therewith.

[Table of Contents](#)

Trustee

Wells Fargo Bank, National Association is to be appointed as Trustee, registrar, paying agent and transfer agent under each Indenture. The relationships with Wells Fargo Bank, National Association and its affiliates in the ordinary course of business. The address of the Trustee is Angeles, CA 90017.

Each Indenture contains provisions for the indemnification of the Trustee and for its relief from responsibility. The obligations of the Trustee are subject to such immunities and rights as are set forth in the applicable Indenture.

The Trustee and any of its affiliates may hold notes in their own respective names.

S-25

[Table of Contents](#)

MATERIAL TAX CONSIDERATIONS

Certain United States Federal Income Tax Considerations

The following discussion is a summary of certain material U.S. federal income tax consequences of an investment in the notes to Non-U.S. Holders. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to particular taxpayers in light of their special circumstances, including special treatment under U.S. federal income tax laws (including controlled foreign corporations and passive foreign investment companies), or any aspect of U.S. federal taxation other than U.S. federal income taxation or any aspect of state, local or foreign taxation. In addition, this discussion does not address U.S. federal income tax consequences to a holder that acquires the notes in the initial offering at their issue price and holds the notes as capital assets.

This summary is based on current U.S. federal income tax law, which is subject to change, possibly with retroactive effect.

EACH PROSPECTIVE PURCHASER OF THE NOTES SHOULD CONSULT ITS TAX ADVISOR CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES.

A “U.S. Holder” is a beneficial owner of a note that is, for U.S. federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States or any State thereof (including the District of Columbia);
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, (i) the administration of which is subject to the primary supervision of a court within the United States and for which one or more persons exercise or control all substantial decisions, or (ii) that has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

A “Non-U.S. Holder” is a beneficial owner of a note that is not a U.S. Holder or a partnership. If a partnership holds a note, the U.S. federal income tax consequences generally will depend upon the status of the partner and the activities of the partnership. A partner of a partnership holding a note should consult its tax advisor regarding U.S. federal income and other tax consequences.

Tax Consequences to Non-U.S. Holders

Interest. Subject to the discussion below concerning back-up withholding, no U.S. federal income or withholding tax generally will apply to the interest paid to a Non-U.S. Holder, provided that

- such interest is not effectively connected with the conduct of a trade or business in the United States by the Non-U.S. Holder;
- such Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our common stock;
- such Non-U.S. Holder is not a controlled foreign corporation directly or indirectly related to us through stock ownership;
- either (A) such Non-U.S. Holder provides its name and address, and certifies on IRS Form W-8BEN (or a substantially similar form) that it is not a U.S. person or (B) a securities clearing organization or certain other financial institutions holding the note on behalf of the Non-U.S. Holder provides IRS Form W-8IMY, under penalties of perjury, that such certification has been received by it and furnishes us or our paying agent with a copy of the Form W-8IMY.

[Table of Contents](#)

- we or our paying agent do not have actual knowledge or reason to know that the beneficial owner of the note is a U.S. person.

If all of the foregoing requirements are not met, payments of interest on a note generally will be subject to U.S. federal withholding tax at the treaty rate, provided certain certification requirements are met), subject to the discussion below concerning interest that is effectively connected with a trade or business in the United States.

Sale, Exchange, Retirement or Other Disposition of a note. Subject to the discussion below concerning back-up withholding, a Non-U.S. Holder will not be subject to U.S. federal income or withholding tax on the receipt of payments of principal on a note, or on any gain recognized upon the sale, exchange or disposition of a note, unless in the case of gain (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States if a treaty applies (and the holder complies with applicable certification and other requirements to claim treaty benefits), is attributable to a permanent establishment of the Non-U.S. Holder within the United States or (ii) such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition, and certain other conditions are met.

United States Trade or Business. If a Non-U.S. Holder is engaged in a trade or business in the United States, and if interest or gain on a note is derived from the conduct of such trade or business and, if a treaty applies (and the holder complies with applicable certification and other requirements to claim treaty benefits), to a permanent establishment maintained by the Non-U.S. Holder within the United States, the Non-U.S. Holder generally will be subject to U.S. federal income or accrual of such interest or the recognition of gain on the sale or other taxable disposition of the note in the same manner as if such holder were a U.S. person. In addition, any such gain will not be subject to withholding tax and any such interest will not be subject to withholding tax if the Non-U.S. Holder files an IRS Form W-8ECI in order to claim an exemption from withholding tax. Non-U.S. Holders should consult their tax advisors with respect to their ownership and disposition of notes.

Back-up Withholding and Information Reporting

A Non-U.S. Holder may be required to comply with certain certification procedures to establish that the holder is not a U.S. person in order to avoid back-up withholding tax with respect to our payment of principal and interest on, or the proceeds of the sale or other disposition of, a note. If the back-up withholding rules will be allowed as a refund or a credit against that Non-U.S. Holder's U.S. federal income tax liability provided to the IRS. In certain circumstances, the name and address of the beneficial owner and the amount of interest paid on a note, as well as the amount of gain reported to the IRS. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to which the Non-U.S. Holder resides.

European Union Savings Directive

Under Council Directive 2003/48/EC on the taxation of savings income (the "Savings Directive"), each Member State of the EU is required to provide to another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to or secured by such a person or owner resident in, or certain limited types of entity established in, that other Member State. However, for a transitional period, Austria and Ireland (and other Member States elect otherwise) instead operate a withholding system in relation to such payments. Under such a withholding system, a payment must be allowed to elect that certain provision of information procedures should be applied instead of withholding. The current transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to exchange of information and other similar income.

[Table of Contents](#)

A number of non-EU countries and certain dependent or associated territories of certain Member States have adopted similar measures (transitional withholding) in relation to payments made by a person within their respective jurisdictions to or secured by such a person for an interest in, or certain limited types of entity established in, a Member State. In addition, the Member States have entered into provision of information arrangements with certain of those countries and territories in relation to payments made by a person in a Member State to or secured by such a person who is an owner resident in, or certain limited types of entity established in, one of those countries or territories.

A proposal for amendments to the Savings Directive has been published, including a number of suggested changes which, if implemented, would change the rules described above. Investors who are in any doubt as to their position should consult their professional advisors.

[Table of Contents](#)**UNDERWRITING**

We and the underwriters for the offering named below have entered into an underwriting agreement with respect to the notes. Subject to the underwriting agreement, we have severally agreed to purchase the principal amount of notes indicated in the following table.

<u>Underwriters</u>	<u>Principal Amount of 2022 Notes</u>
HSBC Securities (USA) Inc.	U.S.\$ 99,000,000
Morgan Stanley & Co. LLC	99,000,000
Credit Suisse Securities (USA) LLC	51,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	51,000,000
Total	<u>U.S.\$300,000,000</u>

The underwriters are committed to take and pay for all of the notes being offered, if any are taken.

Notes sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. The underwriters to securities dealers may be sold at a discount from the initial public offering price of up to 0.20% and 0.25% of the principal amount of the 2022 notes and the 2042 notes, respectively. Any such securities dealers may resell any notes purchased from the underwriters to certain other brokers or dealers at a discount from the offering price of up to 0.10% and 0.15% of the principal amount of the 2022 notes and the 2042 notes, respectively. If all the notes are not sold by the underwriters, the underwriters may change the offering price and the other selling terms. The offering of the notes by the underwriters is subject to receipt and payment in full by the underwriters' right to reject any order in whole or in part.

The notes are a new issue of securities with no established trading market. We have been advised by the underwriters that the underwriters are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the notes but are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the notes.

In connection with the offering, the underwriters may purchase and sell notes in the open market. These transactions may include short sales to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of notes than they are long. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the notes.

The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the net proceeds because the representatives have repurchased notes sold by or for the account of such underwriter in stabilizing or short covering transactions.

These activities by the underwriters, as well as other purchases by the underwriters for their own accounts, may stabilize, maintain or support the price of the notes. As a result, the price of the notes may be higher than the price that otherwise might exist in the open market. If these activities are commenced, the underwriters at any time. These transactions may be effected in the over-the-counter market or otherwise.

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), we have represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) it has not made and will not make an offer to the public of any notes which are the subject of the offering contemplated by this Prospectus Supplement in that Relevant Member State, except that with effect from and including the Relevant Implementation Date, it is permitted to have made and may make an offer in that Relevant Member State of any Securities under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- (a) any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) by the underwriters to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 EU Prospectus Directive, to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to the prior approval of the relevant underwriter nominated by us for any such offer; or

Provided that no such offer of Securities shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus

Each underwriter has represented and agreed that:

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the business of the company involving the United Kingdom.

The securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Instruments and Exchange Act) and the underwriter has agreed that it will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale in Japan to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other applicable laws, regulations and ministerial guidelines of Japan.

S-30

Table of Contents

Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with any other applicable provision of the SFA.

Where the notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and other securities of the corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the securities except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with any other applicable provision of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately 1.0%.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities underwriting, investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the underwriters' affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us and may receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of securities, including debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the account of clients. At any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and financial instruments of the underwriters or their respective affiliates that have a lending relationship with us routinely hedge their credit exposure to us, consistent with our risk management policies. Typically, such underwriters and their respective affiliates would hedge such exposure by entering into transactions which consist of swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such short positions could adversely affect the value of the notes offered hereby. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express views on the value of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities.

[Table of Contents](#)

LEGAL MATTERS

Certain legal matters with respect to the notes will be passed upon for SCC by Chadbourne & Parke LLP. Certain legal matters will be passed upon for SCC by Cleary Gottlieb Steen & Hamilton LLP, New York, New York.

INDEPENDENT PUBLIC ACCOUNTANTS

SCC's consolidated financial statements as of December 31, 2011 and 2010 and for each of the three years ended December 31, 2011, and the schedules, incorporated in this prospectus supplement by reference to SCC's Annual Report on Form 10-K for the year ended December 31, 2011, internal control over financial reporting as of December 31, 2011, have been audited by Galaz, Yamazaki, Ruiz Urquiza, S.C. member firm of an independent registered public accounting firm, as stated in their reports which are incorporated herein by reference. Such consolidated financial statements and schedules have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

With respect to the unaudited interim financial information for the periods ended March 31, 2012 and 2011, June 30, 2012 and 2011, and September 30, 2012, is incorporated herein by reference, Galaz, Yamazaki, Ruiz Urquiza, S.C. an independent registered public accounting firm, have applied limited review standards of the Public Company Accounting Oversight Board (United States) for a review of such information. However, as stated in their reports, Galaz, Yamazaki, Ruiz Urquiza, S.C. do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their reports on such information should be based on the nature of the review procedures applied. Galaz, Yamazaki, Ruiz Urquiza, S.C. are not subject to the liability provisions of Section 11 of the Securities Act of 1933 on the unaudited interim financial information because those reports are not "reports" or a "part" of the Registration Statement prepared or certified by the issuer in reliance on the meaning of Sections 7 and 11 of the Act.

ENFORCEMENT OF CIVIL LIABILITIES

Although we are a corporation organized under the laws of Delaware, substantially all of our assets and operations are located, and a substantial portion of our revenues derive from sources, outside the United States, such as Mexico and Peru. Almost all of our directors and officers and certain of the experts named in this prospectus supplement are residents of the United States and all or a significant portion of the assets of these persons are located outside the United States. As a result, it may not be possible to effect service of process within the United States upon such persons or to enforce judgments against them obtained in United States courts predicated on the United States federal securities laws or otherwise. We have been advised by Mexican counsel that no treaty exists between the United States and Mexico for the enforcement of judgments and we have been advised by our special Peruvian counsel that no such treaty exists between the United States and Peru. We have enforced judgments rendered in the United States by virtue of the legal principles of reciprocity and comity, which include the review in each case of a judgment to ascertain whether certain basic principles of due process, public policy and other specific matters have been complied with, with respect to the subject matter of the case. Nevertheless, we have been advised that there is doubt as to the enforceability, in original actions in Mexican or Peruvian courts, of judgments predicated in whole or in part on United States federal securities laws and as to the enforceability in Mexican and Peruvian courts of judgments predicated upon the civil liability provisions of United States federal securities laws.

[Table of Contents](#)

PROSPECTUS



COMMON STOCK DEBT SECURITIES

We may from time to time offer to sell together or separately in one or more offerings:

- common stock; and
- debt securities, which may be senior, subordinated or junior subordinated and convertible or non-convertible.

This prospectus describes some of the general terms that may apply to these securities. We will provide the specific price and one or more supplements to this prospectus at the time of the offering. You should read this prospectus and the accompanying prospectus supplement before you make your investment decision.

We may offer and sell these securities through underwriters, dealers or agents or directly to purchasers, on a continuous basis. Each prospectus supplement for each offering will describe in detail the plan of distribution for that offering and will set forth the names of any underwriters, dealers or agents involved in the offering and any applicable fees, commissions or discount arrangements.

This prospectus may not be used to sell securities unless accompanied by a prospectus supplement or a free writing prospectus.

Our common stock is listed on the New York Stock Exchange and the Lima Stock Exchange under the trading symbol "SC". We will indicate if the securities offered thereby will be listed on any securities exchange.

Investing in our securities involves a high degree of risk. See "[Risk Factors](#)" on page 2 before you make your investment decision.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved this prospectus or the accompanying prospectus supplement, nor has it determined if this prospectus or the accompanying prospectus supplement is truthful or complete. Any representation to the contrary is a criminal offense.

Final Prospectus Supplement

<http://www.sec.gov/Archives/edgar/data/100>

The date of this prospectus is April 5, 2010.

[Table of Contents](#)

TABLE OF CONTENTS

<u>ABOUT THIS PROSPECTUS</u>	<u>Page</u>	<u>DESCRIPTION OF DEBT SECURITIES</u>
<u>SUMMARY</u>	ii	<u>PLAN OF DISTRIBUTION</u>
<u>RISK FACTORS</u>	1	<u>LEGAL MATTERS</u>
<u>USE OF PROCEEDS</u>	2	<u>INDEPENDENT PUBLIC ACCOUNTANTS</u>
<u>RATIO OF EARNINGS TO FIXED CHARGES</u>	2	<u>CAUTIONARY STATEMENT REGARDING FORWARD-L</u>
<u>DESCRIPTION OF SECURITIES</u>	2	<u>WHERE YOU CAN FIND MORE</u>
<u>DESCRIPTION OF CAPITAL STOCK</u>	3	<u>INFORMATION</u>

[Table of Contents](#)

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission (the “SEC”) using a “shelf” process, we may sell any combination of the securities described in this prospectus in one or more offerings.

This prospectus only provides you with a general description of the securities we may offer. Each time we sell securities we will provide a prospectus that will contain specific information about the terms of that offering, including the specific amounts, prices and terms of the securities offered. This prospectus may be amended, added, updated or change information contained in this prospectus. You should carefully read both this prospectus and any accompanying prospectus materials, together with the additional information described under the headings “Where You Can Find More Information” and “Incorporation of Documents by Reference.”

You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized anyone to provide you with information that differs from the information in this prospectus. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any state where the sale is not permitted.

This prospectus and any accompanying prospectus supplement or other offering materials do not contain all of the information included in the registration statement permitted by the rules and regulations of the SEC. We are subject to the informational requirements of the Securities Exchange Act of 1934, and we therefore, file reports and other information with the SEC. Statements contained in this prospectus and any accompanying prospectus supplement are summaries of the provisions or contents of any agreement or other document are only summaries. If SEC rules require that any agreement or document be filed with the SEC, you should refer to that agreement or document for its complete contents.

You should not assume that the information in this prospectus, any prospectus supplement or any other offering materials is accurate as of the date of each document. Our business, financial condition, results of operations and prospects may have changed since then.

In this prospectus, unless otherwise specified or the context requires otherwise, we use the terms “Southern Copper Corporation,” the “Company,” “we,” “us” and “our” to refer to Southern Copper Corporation.

[Table of Contents](#)**SUMMARY**

This is only a summary and may not contain all the information that is important to you. You should carefully read both this prospectus supplement and any other offering materials, together with the additional information described under the heading “Where Y

SOUTHERN COPPER CORPORATION

SCC is one of the largest integrated copper producers in the world. We produce copper, molybdenum, zinc and silver. All of our mining operations are located in Peru and in Mexico and we conduct exploration activities in those countries and Chile. Our operations make us one of the largest mining companies in Mexico. Based on published reports, we believe our copper reserves are among the largest in the world. We were incorporated in Delaware in 1960 and have been conducting mining operations since 1960. Since 1996, our common stock is listed on both the New York and Lima Stock Exchanges.

Our Peruvian copper operations involve mining, milling and flotation of copper ore to produce copper concentrates and molybdenum concentrates to produce anode copper; and the refining of anode copper to produce copper cathodes. As part of this production process, we also produce molybdenum concentrate and refined silver. We also produce refined copper using solvent extraction/electrowinning (“SX/EW”) technology. Our Cuajone mines are high in the Andes Mountains, approximately 860 kilometers southeast of the city of Lima, Peru. We also operate a smelter and refinery at Cuajone mines in the coastal city of Ilo, Peru.

Our Mexican operations are conducted through our subsidiary, Minera Mexico S.A. de C.V. (“Minera Mexico”), which we acquired in 1996. Minera Mexico is primarily in the mining and processing of copper, molybdenum, zinc, silver, gold and lead. Minera Mexico operates through subsidiaries that include Mexicana de Cobre S.A. de C.V. operates La Caridad, an open-pit copper mine, a copper ore concentrator, a SX/EW plant, a smelter, a refinery and a copper cathode plant. Cananea S.A. de C.V. operates Cananea, an open-pit copper mine located at the site of one of the world’s largest copper ore deposits, a copper ore concentrator and a SX/EW plant. Industrial Minera Mexico, S.A. de C.V. and Minerales Metalicos del Norte, S.A. operate five underground mines that produce zinc, lead and silver. We also operate a mine and several industrial processing facilities for zinc and copper.

We utilize modern mining and processing methods, including global positioning systems and computerized mining operations. Our operations are integrated with logistics functions that allows us to manage the entire production process, from the mining of the ore to the production of refined copper and other products. We utilize logistics functions, using our own facilities, employees and equipment.

The sales prices for our products are largely determined by market forces outside of our control. Our management, therefore, focuses on cost reduction and enhancement to remain profitable. We endeavor to achieve these goals through capital spending programs, exploration efforts and cost reduction programs. We aim to remain profitable during periods of low copper prices and maximizing results in periods of high copper prices.

Our principal executive offices are located at 11811 North Tatum Blvd. Suite 2500, Phoenix, Arizona and our telephone number at that address is (602) 998-1000. Our website address is www.southerncoppercorp.com. The information on, or accessible through, our website is not part of this prospectus and should not be relied upon in making any investment decision with respect to the securities offered by this prospectus.

[Table of Contents](#)

RISK FACTORS

You should consider the specific risks described in our Annual Report on Form 10-K for the year ended December 31, 2009, the risk factors described in our prospectus supplement, the “Risk Factors” in any applicable prospectus supplement and any risk factors set forth in our other filings with the SEC, pursuant to Sections 17(b) and 19 of the Securities Exchange Act, before making an investment decision. Each of the risks described in these documents could materially and adversely affect our business, financial condition, results of operations and prospects, and could result in a partial or complete loss of your investment. See “Where You Can Find More Information” for more information.

USE OF PROCEEDS

We intend to use the net proceeds from the sale of the securities as set forth in the applicable prospectus supplement.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for the periods indicated:

	2009	2008
Ratio of Earnings to Fixed Charges(1)	15.1x	2.1x

- (1) For purposes of calculating the ratio of earnings to fixed charges: (a) earnings are defined as earnings before income taxes, non-controlled interest, non-recurring items, and change in accounting principle, plus fixed charges and amortization of interest capitalized, less interest capitalized; and (b) fixed charges are defined as interest expense and interest capitalized, plus amortized premiums, discounts and capitalized expenses related to indebtedness.

As of the date of this prospectus, we had no preferred stock outstanding.

DESCRIPTION OF SECURITIES

This prospectus contains summary descriptions of the common stock, preferred stock and debt securities that we may offer and sell from time to time. These descriptions are not meant to be complete descriptions of each security. The particular terms of any security will be described in the applicable prospectus supplement.

[Table of Contents](#)

DESCRIPTION OF CAPITAL STOCK

Our authorized capital stock consists of 2,000,000,000 shares of common stock, par value \$0.01 per share, of which 884,596,086 shares are outstanding as of December 31, 2009.

The following is a description of our capital stock and certain provisions of our certificate of incorporation, bylaws and certain provisions of our charter. This description is only a summary and is qualified by applicable law and by the provisions of our certificate of incorporation and bylaws, copies of which are filed as exhibits to the registration statement of which this prospectus forms a part.

Common Stock

We have one class of common stock. All holders of our common stock are entitled to the same rights and privileges, as described below.

Voting Rights. Each share of our common stock is entitled to one vote. Except with respect to the election and removal of directors and certain matters relating to stockholder action will be decided by a majority of the votes cast in person or by proxy by the stockholders entitled to vote in person or by proxy of stockholders holding of record in the aggregate a majority of the outstanding shares of our common stock constitute a quorum.

Our certificate of incorporation provides the holders of our common stock with the right to elect a number of directors as fixed from time to time on our board of directors. In all elections of directors, each share of our common stock is entitled to one vote and directors will be elected by a majority vote in an election by the holders of our common stock who are entitled to vote.

Under our by-laws, holders of 10% of our common stock have the right to call special meetings of our stockholders.

Special Independent Directors and Our Special Nominating Committee. Our certificate of incorporation requires that the board of directors consist of a minimum number of “special independent directors” and provides for the creation of a Special Nominating Committee.

The Special Nominating Committee has the exclusive power and authority to nominate a number of persons to stand for election as special independent directors at stockholder meetings. A special independent director is any director who satisfies the independence requirements of the New York Stock Exchange listing standards, is not a director of the board of directors by the Special Nominating Committee; or has been otherwise nominated pursuant to our certificate of incorporation.

The number of special independent directors nominated by the Special Nominating Committee is determined as follows. The Special Nominating Committee will nominate a number of special independent directors that equals (a) the number of directors constituting our entire board of directors multiplied by the percentage of common stock owned by all holders of our common stock (other than Grupo México, S.A.B. de C.V. and its affiliates) as of the last day of the fiscal quarter on which the Special Nominating Committee acts, rounded up to the nearest whole number. At no time can the aggregate number of special independent directors, those nominated by the Special Nominating Committee and stockholder designees, be less than two or greater than six. A special independent director may be removed from the board of directors for cause.

The Special Nominating Committee is authorized to fill any vacancies created by the removal, resignation, retirement or death of a special independent director or stockholder designees. The unanimous vote of all members of the Special Nominating Committee will be necessary for the adoption of any resolution.

As of the date of this prospectus, we have three special independent directors who were nominated by the Special Nominating Committee: Mr. Emilio Carrillo Gamboa, Mr. Bonilla, Gilberto Perezalonso Cifuentes, and Carlos Ruiz Sacristán. In addition, Mr. Emilio Carrillo Gamboa is our fourth independent director.

Table of Contents

Notwithstanding the foregoing, the power and authority of the Special Nominating Committee to nominate special independent directors stockholders to make nominations in accordance with our by-laws. The provisions of our certificate of incorporation pertaining to the Special amended by the affirmative vote of a majority of the holders of our common stock, other than Grupo México, S.A.B. de C.V. and its affiliates.

Dividends. Holders of our common stock are entitled to receive proportionately any dividends as may be declared by our board of directors. Dividend rights of outstanding preferred stock.

Liquidation and Dissolution. Upon our liquidation, dissolution or winding up, the holders of our common stock will be entitled to share in the assets available for distribution after the payment of all of our debts and other liabilities, subject to the preferential rights of holders of any outstanding common stock as to the distribution of assets upon liquidation, dissolution or winding up.

Other Rights. Holders of our common stock have no preemptive, subscription, redemption or conversion rights. The rights, preferences and privileges of our common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of preferred stock that we may issue.

Listing. Our common stock is listed on the New York Stock Exchange and the Lima Stock Exchange under the symbol “SCCO.”

Transfer Agent and Registrar. The transfer agent and registrar for our common stock is The Bank of New York Mellon Shareowner Services, 60 Boulevard, Jersey City, New Jersey 07310, Phone: (800) 524-4458.

Anti-takeover Effects of Delaware Law and our Certificate of Incorporation and By-laws

Our certificate of incorporation and by-laws and Delaware law contain provisions that could have the effect of delaying, deferring or discouraging the acquisition of control of us. These provisions, which are summarized below, are expected to discourage coercive takeover practices and inadequate bids. They are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors.

Special Meetings Only Callable By Holders of 10% of our Common Stock. Our by-laws provide that special meetings of the stockholders may be called by the chairman of the board, the president, the board pursuant to a resolution adopted by eight directors or the holders of 10% or more of our common stock.

Board Vacancies to Be Filled by Remaining Directors and Not Stockholders. Our certificate of incorporation and our by-laws provide that any vacancies on the board of directors will be filled by the affirmative vote of the majority of the remaining directors, even if such directors constitute less than a quorum. No vacancies may be filled by stockholders.

Delaware law. We are a Delaware corporation and consequently are also subject to certain anti-takeover provisions of the Delaware General Corporation Law. In certain exceptions, Section 203 of the General Corporation Law prevents a publicly held Delaware corporation from engaging in a “business combination” with an “interested stockholder” for three years following the date that the person became an interested stockholder, unless the interested stockholder attained such status by becoming a director or unless the business combination is approved in a prescribed manner. A “business combination” includes, among other things, a merger, consolidation or sale of assets involving us and the “interested stockholder” and the sale of more than 10% of our assets. In general, an “interested stockholder” is any entity owning or more of our outstanding voting stock and any entity or person affiliated with or controlling or controlled by such entity or person. Section 203 prohibits an interested stockholder to effect various business combinations with a corporation for a three-year period. This statute could prohibit or delay in control attempts not approved in advance by our board of directors, and as a result could discourage attempts to acquire us, which could depress the price of our stock.

[Table of Contents](#)

DESCRIPTION OF DEBT SECURITIES

We may offer secured or unsecured debt securities which may be senior, subordinated or junior subordinated, and which may be convertible into one or more series.

The following description briefly sets forth certain general terms and provisions of the debt securities. The particular terms of the debt securities, the amount, interest rate, maturity and the extent, if any, to which these general provisions may apply to the debt securities, will be described in the applicable prospectus supplement. As specified in the applicable prospectus supplement, our debt securities will be issued in one or more series under an indenture to be entered into with the Trust or the National Association. A form of the indenture is attached as an exhibit to the registration statement of which this prospectus forms a part. The terms of the debt securities include those set forth in the applicable indenture, any related securities documents and those made a part of the global indenture by the Trust. You should read the summary below, the applicable prospectus supplement and the provisions of the applicable indenture and any related securities documents before investing in our debt securities. Capitalized terms used in the summary have the meanings specified in the indentures.

The aggregate principal amount of debt securities that may be issued under the indenture is unlimited. The prospectus supplement relating to the debt securities we may offer will contain the specific terms of the debt securities. These terms may include the following:

- the title and aggregate principal amount of the debt securities;
- whether the debt securities will be senior, subordinated or junior subordinated;
- whether the debt securities will be secured or unsecured;
- any applicable subordination provisions for any subordinated debt securities;
- applicable subordination provisions, if any;
- whether the debt securities are convertible or exchangeable into other securities;
- the percentage or percentages of principal amount at which such debt securities will be issued;
- the interest rate(s) or the method for determining the interest rate(s);
- the dates on which interest will accrue or the method for determining dates on which interest will accrue and dates on which interest is payable;
- the maturity date;
- redemption or early repayment provisions;
- authorized denominations;
- form;
- amount of discount or premium, if any, with which such debt securities will be issued;
- whether such debt securities will be issued in whole or in part in the form of one or more global securities;
- the identity of the depositary for global securities;
- whether a temporary security is to be issued with respect to such series and whether any interest payable prior to the issuance of definitive securities is to be credited to the account of the persons entitled thereto;
- the terms upon which beneficial interests in a temporary global security may be exchanged in whole or in part for beneficial interests in individual definitive securities;

- any covenants applicable to the particular debt securities being issued;
- any defaults and events of default applicable to the particular debt securities being issued;

Table of Contents

- the guarantors of each series, if any, and the extent of the guarantees (including provisions relating to seniority, subordination, security, and any other terms of the debt securities);
- any restriction or condition on the transferability of the debt securities;
- the currency, currencies or currency units in which the purchase price for, the principal of and any premium and any interest on, such securities will be payable;
- the time period within which, the manner in which and the terms and conditions upon which the purchaser of the debt securities can be repaid;
- the securities exchange(s) on which the securities will be listed, if any;
- whether any underwriter(s) will act as market maker(s) for the securities;
- the extent to which a secondary market for the securities is expected to develop;
- our obligation or right to redeem, purchase or repay debt securities under a sinking fund, amortization or analogous provision;
- provisions relating to covenant defeasance and legal defeasance;
- provisions relating to satisfaction and discharge of the indenture;
- provisions relating to the modification of the indenture both with and without the consent of holders of debt securities issued under the indenture;
- any other terms of the debt securities (which terms shall not be inconsistent with the provisions of the TIA, but may modify, amend, supplement or otherwise vary the provisions of the indenture with respect to such series debt securities).

General

We may sell the debt securities, including original issue discount securities, at par or at a substantial discount below their stated principal amount. If we sell debt securities otherwise in a prospectus supplement, we may issue additional debt securities of a particular series without the consent of the holders of the other series outstanding at the time of issuance. Any such additional debt securities, together with all other outstanding debt securities of that series, will constitute a single series of securities under the indenture. In addition, we will describe in the applicable prospectus supplement, material U.S. federal income tax considerations for any debt securities we sell which are denominated in a currency or currency unit other than U.S. dollars. Unless we inform you otherwise in the applicable prospectus supplement, the debt securities will not be listed on any securities exchange.

We expect most debt securities to be issued in fully registered form without coupons and in denominations of U.S.\$2,000 and integral multiples thereof. Subject to the limitations provided in the indenture and in the prospectus supplement, debt securities that are issued in registered form will be delivered to the designated corporate trust office of the trustee, without the payment of any service charge, other than any tax or other governmental charges.

Global Securities

Unless we inform you otherwise in the applicable prospectus supplement, the debt securities of a series may be issued in whole or in part as global securities that will be deposited with, or on behalf of, a depositary identified in the applicable prospectus supplement. Global securities will be issued in either temporary or definitive form. Unless and until it is exchanged in whole or in part for the individual debt securities, a global security may be transferred by the depositary for such global security to a nominee of such depositary or by a nominee of such depositary to such depositary or another nominee of such depositary or any such nominee to a successor of such depositary or a nominee of such successor. The specific terms of the depositary arrangement will be set forth in the applicable prospectus supplement.

[Table of Contents](#)

of a series and the rights of and limitations upon owners of beneficial interests in a global security will be described in the applicable prospectus.

Governing Law

The indenture and the debt securities shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws principles thereof.

[Table of Contents](#)**PLAN OF DISTRIBUTION**

We may sell the securities offered by this prospectus from time to time in one or more transactions, including without limitation:

- directly to one or more purchasers;
- through agents;
- to or through underwriters, brokers or dealers;
- through a combination of any of these methods.

A distribution of the securities offered by this prospectus may also be effected through the issuance of derivative securities, including warrants, subscriptions, exchangeable securities, forward delivery contracts and the writing of options.

In addition, the manner in which we may sell some or all of the securities covered by this prospectus includes, without limitation, through:

- a block trade in which a broker-dealer will attempt to sell as agent, but may position or resell a portion of the block, as principal, in the market;
- purchases by a broker-dealer, as principal, and resale by the broker-dealer for its account;
- ordinary brokerage transactions and transactions in which a broker solicits purchasers; or
- privately negotiated transactions.

We may also enter into hedging transactions. For example, we may:

- enter into transactions with a broker-dealer or affiliate thereof in connection with which such broker-dealer or affiliate will engage in a securities transaction pursuant to this prospectus, in which case such broker-dealer or affiliate may use shares of common stock received from us to close out our position;
- sell securities short and redeliver such shares to close out our short positions;
- enter into option or other types of transactions that require us to deliver common stock to a broker-dealer or an affiliate thereof, who may use common stock under this prospectus; or
- loan or pledge the common stock to a broker-dealer or an affiliate thereof, who may sell the loaned shares or, in an event of default, sell the pledged shares pursuant to this prospectus.

In addition, we may enter into derivative or hedging transactions with third parties, or sell securities not covered by this prospectus to third parties in such transactions. In connection with such a transaction, the third parties may sell securities covered by and pursuant to this prospectus and an applicable prospectus supplement, as the case may be. If so, the third party may use securities borrowed from us or others to settle such sales and may use such securities to close out any related short positions. We may also loan or pledge securities covered by this prospectus and an applicable prospectus supplement to third parties or, in an event of default in the case of a pledge, sell the pledged securities pursuant to this prospectus and the applicable prospectus supplement, as the case may be.

A prospectus supplement with respect to each offering of securities will state the terms of the offering of the securities, including:

- the name or names of any underwriters or agents and the amounts of securities underwritten or purchased by each of them, if any;

Table of Contents

- the public offering price or purchase price of the securities and the net proceeds to be received by us from the sale;
- any delayed delivery arrangements;
- any underwriting discounts or agency fees and other items constituting underwriters' or agents' compensation;
- any discounts or concessions allowed or reallocated or paid to dealers; and
- any securities exchange or markets on which the securities may be listed.

The offer and sale of the securities described in this prospectus by us, the underwriters or the third parties described above may be effected in one or more transactions, including privately negotiated transactions, either:

- at a fixed price or prices, which may be changed;
- at market prices prevailing at the time of sale;
- at prices related to the prevailing market prices; or
- at negotiated prices.

General

Any public offering price and any discounts, commissions, concessions or other items constituting compensation allowed or reallocated to underwriters, agents or remarketing firms may be changed from time to time. Underwriters, dealers, agents and remarketing firms that participate in the distribution of the securities will be "underwriters" as defined in the Securities Act. Any discounts or commissions they receive from us and any profits they receive on the resale of the securities will be treated as underwriting discounts and commissions under the Securities Act. We will identify any underwriters, agents or dealers and describe their compensation in the applicable prospectus supplement or pricing supplement, as the case may be.

Underwriters and Agents

If underwriters are used in a sale, they will acquire the offered securities for their own account. The underwriters may resell the offered securities in one or more transactions, including negotiated transactions. These sales may be made at a fixed public offering price or prices, which may be changed, at the time of sale, at prices related to such prevailing market price or at negotiated prices. We may offer the securities to the public through an underwriter. The underwriters in any particular offering will be mentioned in the applicable prospectus supplement or pricing supplement, as the case may be.

Unless otherwise specified in connection with any particular offering of securities, the obligations of the underwriters to purchase the securities are subject to certain conditions contained in an underwriting agreement that we will enter into with the underwriters at the time of the sale to them. The underwriters will purchase all of the securities of the series offered if any of the securities are purchased, unless otherwise specified in connection with any particular offering. The initial offering price and any discounts or concessions allowed, reallocated or paid to dealers may be changed from time to time.

We may designate agents to sell the offered securities. Unless otherwise specified in connection with any particular offering of securities, the agents will use their best efforts to solicit purchases for the period of their appointment. We may also sell the offered securities to one or more remarketing firms, as agents or as agents for us. These firms will remarket the offered securities upon purchasing them in accordance with a redemption or repayment agreement with us. A prospectus supplement or pricing supplement, as the case may be, will identify any remarketing firm and will describe its compensation to us and its compensation.

[Table of Contents](#)

In connection with offerings made through underwriters or agents, we may enter into agreements with such underwriters or agents pursuant to which they will purchase or sell outstanding securities in consideration for the securities being offered to the public for cash. In connection with these arrangements, the underwriters or agents may be authorized to purchase or sell the securities covered by this prospectus to hedge their positions in these outstanding securities, including in short sale transactions. If so, the underwriters or agents may be authorized to use the securities received from us under these arrangements to close out any related open borrowings of securities.

Dealers

We may sell the offered securities to dealers as principals. We may negotiate and pay dealers' commissions, discounts or concessions for the sale of such securities. We may also allow dealers to resell such securities to the public either at varying prices to be determined by the dealer or at a fixed offering price agreed to with us at the time of the offering. We may allow other dealers to participate in resales.

Direct Sales

We may choose to sell the offered securities directly. In this case, no underwriters or agents would be involved.

Institutional Purchasers

We may authorize agents, dealers or underwriters to solicit certain institutional investors to purchase offered securities on a delayed delivery basis. We may enter into delayed delivery contracts providing for payment and delivery on a specified future date. The applicable prospectus supplement or pricing supplement will contain details of any such arrangement, including the offering price and commissions payable on the solicitations.

We will enter into such delayed contracts only with institutional purchasers that we approve. These institutions may include commercial banks, insurance companies, pension funds, investment companies and educational and charitable institutions.

Indemnification; Other Relationships

We may have agreements with agents, underwriters, dealers and remarketing firms to indemnify them against certain civil liabilities, including under the Securities Act. Agents, underwriters, dealers and remarketing firms, and their affiliates, may engage in transactions with, or perform services for, us in connection with the offering, which may include commercial banking and investment banking transactions.

Market-Making, Stabilization and Other Transactions

There is currently no market for any of the offered securities, other than the common stock which is listed on the New York Stock Exchange. If the offered securities are traded after their initial issuance, they may trade at a discount from their initial offering price, depending upon prevailing market conditions, similar securities and other factors. While it is possible that an underwriter could inform us that it intends to make a market in the offered securities, we are not obligated to do so, and any such market-making could be discontinued at any time without notice. Therefore, no assurance can be given as to whether a market will develop for the offered securities. We have no current plans for listing of the debt securities on any securities exchange; any such listing with respect to the debt securities will be described in the applicable prospectus supplement or pricing supplement, as the case may be.

In connection with any offering of common stock, the underwriters may purchase and sell shares of common stock in the open market. This may include short sales, syndicate covering transactions and stabilizing transactions. Short sales involve syndicate sales of common stock in excess of the number of shares sold by the underwriters in the offering, which creates a syndicate short position. "Covered" short sales are sales of shares made in an amount up to the number of shares the underwriters' over-allotment.

[Table of Contents](#)

option. In determining the source of shares to close out the covered syndicate short position, the underwriters will consider, among other things, the price at which they may purchase shares in the open market as compared to the price at which they may purchase shares through the over-allotment option. Transactions to close out the covered syndicate short position may involve either purchases of the common stock in the open market after the distribution has been completed or the exercise of the over-allotment option. The underwriters will not make “naked” short sales of shares in excess of the over-allotment option. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the securities in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of bids for or purchases of the securities in the offering is in progress for the purpose of pegging, fixing or maintaining the price of the securities.

In connection with any offering, the underwriters may also engage in penalty bids. Penalty bids permit the underwriters to reclaim a selling concession from a syndicate member when the securities originally sold by the syndicate member are purchased in a syndicate covering transaction to cover syndicate short positions. Such transactions may cause the price of the securities to be higher than it would be in the absence of the transactions. The underwriters may, at their discretion, commence these transactions, discontinue them at any time.

Fees and Commissions

In compliance with the guidelines of the Financial Industry Regulatory Authority (the “FINRA”), the aggregate maximum discount, commission and underwriting compensation to be received by any FINRA member or independent broker-dealer will not exceed 8% of any offering of securities, including any applicable prospectus supplement or pricing supplement, as the case may be; however, it is anticipated that the maximum commission or discount on the offering of securities will be significantly less than this amount.

LEGAL MATTERS

Unless otherwise indicated in the applicable prospectus supplement, Skadden, Arps, Slate, Meagher & Flom LLP, New York, New York, is the legal counsel to the issuer with respect to the authorization and validity of the securities. Skadden, Arps, Slate, Meagher & Flom LLP may also provide opinions regarding certain other matters. Investors are advised about legal matters by their own counsel, which will be named in the prospectus supplement.

INDEPENDENT PUBLIC ACCOUNTANTS

The 2009 consolidated financial statements and the related financial statement schedules, incorporated in this prospectus by reference to the issuer's Report on Form 10-K for the year ended December 31, 2009 and the effectiveness of our internal control over financial reporting as of December 31, 2009, were audited by Yamazaki, Ruiz Urquiza, S.C. member firm of Deloitte Touche Tohmatsu, independent registered public accounting firm, as stated in their report incorporated by reference. Such consolidated financial statements and financial statement schedules have been so incorporated in reliance upon the reports of the independent registered public accounting firm, as stated in their report, and experts in accounting and auditing.

The financial statements as of December 31, 2008 and for each of the two years in the period ended December 31, 2008 incorporated by reference to the issuer's Report on Form 10-K for the year ended December 31, 2009 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

Table of Contents**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

This prospectus, any accompanying prospectus supplements and the documents incorporated by reference herein contain certain forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such historical or current facts are forward-looking and usually identified by the use of words such as “anticipate,” “estimate,” “forecasts,” “approximate,” “intend,” “plan,” “believe,” “will,” “may” and other words of similar meaning in connection with any discussion of future operating or financial performance in reliance upon the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

Without limiting the generality of the foregoing, forward-looking statements in this prospectus, any prospectus supplement and the documents incorporated by reference herein include statements regarding expected commencement dates of mining or metal production operations, projected quantities of future metal production, projected operating efficiencies, costs and expenditures, including taxes, as well as projected demand or supply for the company’s products. Actual results may differ from these forward-looking statements upon factors including the risks and uncertainties relating to general U.S. and international economic and political conditions, the cyclical nature of the mining industry, commodities and supplies, including fuel and electricity, availability of materials, insurance coverage, equipment, required permits or approvals, unusual weather or operating conditions, lower than expected ore grades, water and geological problems, the failure of equipment or processing facilities, specifications, failure to obtain financial assurance to meet closure and remediation obligations, labor relations, litigation and environmental concerns, and economic risk associated with foreign operations. Results of operations are directly affected by metals prices on commodity exchanges, which are volatile and involve risks and uncertainties that could cause actual results to differ materially from projected results. Accordingly, investors should not place undue reliance on these forward-looking statements as a prediction of actual results. We have based these forward-looking statements on current expectations and assumptions about future performance. If these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks and uncertainties, which are difficult to predict and many of which are beyond our control. The risks and uncertainties that may affect our operations, performance and financial results in future forward-looking statements include, but are not limited to, those set forth under Item 1A, “Risk Factors” commencing on page 19 of our Annual Report on Form 10-K for the year ended December 31, 2009.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Exchange Act. You may inspect and copy these filings at the SEC’s Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the filings of this company at the SEC’s Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site, www.sec.gov, that contains reports, proxy and information statements regarding issuers that file electronically with the SEC, including Southern Copper Corporation.

The SEC allows us to “incorporate by reference” information into this prospectus and any accompanying prospectus, which means that we can provide you with information by referring you to other documents filed separately with the SEC. The information incorporated by reference is considered part of this prospectus and will be deemed to be incorporated into this prospectus subsequent to this prospectus and prior to the termination of the particular offering referred to in such prospectus supplement and will not be deemed to supersede this information. We incorporate by reference into this prospectus and any accompanying prospectus supplement the documents listed below, including all documents that have been “furnished” but not “filed” for purposes of the Exchange Act):

- Annual Report on Form 10-K for the fiscal year ended December 31, 2009, filed on February 26, 2010;

Table of Contents

- Portion of the Definitive Proxy Statement on Schedule 14A filed on March 30, 2010, that is incorporated by reference into Part III of the prospectus for the fiscal year ended December 31, 2009;
- Current Reports on Form 8-K filed on January 29, 2010, February 1, 2010, February 16, 2010, February 22, 2010 and March 19, 2010.

We also incorporate by reference any future filings made with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act and the date all of the securities offered hereby are sold or the offering is otherwise terminated, with the exception of any information furnished on Form 8-K, which is not deemed filed and which is not incorporated by reference herein. Any such filings shall be deemed to be incorporated into the prospectus from the respective dates of filing of those documents.

We will provide without charge upon written or oral request to each person, including any beneficial owner, to whom a prospectus is delivered, copies of the documents which are incorporated by reference into this prospectus but not delivered with this prospectus (other than exhibits unless such exhibits are specifically incorporated by reference in such documents).

You may request a copy of these documents by writing or telephoning us at our Investor Relations Department at:

11811 North Tatum Blvd. Suite 2500, Phoenix, Arizona 85028, USA
Telephone: (602)494-5328

[Table of Contents](#)



U.S.\$300,000,000 3.500% Notes due 2022
U.S.\$1,200,000,000 5.250% Notes due 2042

Prospectus Supplement

HSBC

Morgan Stanley

Credit Suisse

November 5, 2012
