

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **1995-06-01**
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SUBJECT COMPANY

FREEMPORT MCMORAN COPPER & GOLD INC

CIK: **831259** | IRS No.: **742480931** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-41332** | Film No.: **95544249**
SIC: **1000** Metal mining

Business Address
*ONE E FIRST ST STE 1600
FIRST INTERSTATE BANK
BLDG
RENO NV 89509
7026883000*

FILED BY

RTZ INDONESIA LTD

CIK: **945534** | State of Incorporation: **X0** | Fiscal Year End: **1231**
Type: **SC 13D/A**

Mailing Address
*FRIED FRANK HARRIS
SHRIVER & JACOBSON
ONE NEW YORK PLAZA
NEW YORK NY 10004*

Business Address
*6 ST JAMES S SQUARE
LONDON X0 00000
011441719302399*

OMB APPROVAL

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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 1)*

FREEPORT-McMoRan COPPER & GOLD INC.

(Name of Issuer)

CLASS A COMMON STOCK, PAR VALUE \$0.10 PER SHARE

(Title of Class of Securities)

35671D 10 5

(CUSIP Number)

Fried, Frank, Harris, Shriver & Jacobson

One New York Plaza

New York, New York 10004

Attn: Allen I. Isaacson

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

MAY 31, 1995

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule

13G to report the acquisition which is the subject of this

Schedule 13D, and is filing this schedule because of Rule 13d-

1(b)(3) or (4), check the following box [].

Check the following box if a fee is being paid with the statement

[]. (A fee is not required only if the reporting person: (1)

has a previous statement on file reporting beneficial ownership of

more than five percent of the class of securities described in

Item 1; and (2) has filed no amendment subsequent thereto

reporting beneficial ownership of five percent or less of such

class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits,

should be filed with the Commission. See Rule 13d-1(a) for other

parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

This Amendment No. 1 amends the Schedule 13D filed on May 22, 1995 by each of The RTZ Corporation PLC and RTZ Indonesia Limited with respect to the Class A Common Stock of Freeport-McMoRan Copper & Gold, Inc. (the "Schedule 13D"), as follows. Terms used herein have the meaning set forth in the Schedule 13D.

(a) Item 4 is hereby amended by restating each of the discussions under the headings "Purchase Agreement" and "Registration Rights Agreement" in its entirety to read as follows:

Purchase Agreement. Pursuant to an Agreement dated as of May 2, 1995 (the "Purchase Agreement"), between RTZI, RTZ and RTZA, on the one hand, and FTX and FCX, on the other hand, on May 12, 1995, RTZI purchased 21,531,100 shares of FCX Class A Common Stock from FTX.

The Purchase Agreement also provides for certain transactions in connection with the planned restructuring of FTX and FCX described in FCX's Consent Solicitation Statement, dated February 7, 1995, pursuant to which shares of Class B Common Stock, par value \$.10 per share, of FCX (the "FCX Class B Common Stock") held by FTX at the time of distribution will be distributed (the "Spin-Off") pro rata to holders of Common Stock, par value \$.10 per share, of FTX (the "FTX Common Stock").

Pursuant to the terms of the Purchase Agreement, RTZI also received the Option (which, under certain circumstances, as set forth in the Purchase Agreement, must be exercised) to acquire from FTX prior to the Spin-Off up to 3,588,517 additional shares of FCX Class A Common Stock (the "Class A Common Stock"; together with the FCX Class B Common Stock, the "FCX Common Stock") at \$20.90 per share.

The Purchase Agreement also requires that FTX call its 6.55% Convertible Subordinated Notes, due 2001 (the "6.55% Notes"), for redemption. FTX has issued a notice of redemption to holders of the 6.55% Notes, dated May 31, 1995, which notice states that FTX has called for redemption on June 30, 1995 all 6.55% Notes outstanding on that date as provided therein.

Pursuant to the Purchase Agreement, FTX had the right to require RTZA to make an all-cash tender offer (the "Tender Offer") for the 6.55% Notes for a price and on such other terms mutually acceptable to FTX and RTZA and to convert any such 6.55% Notes acquired in the Tender Offer into FTX Common Stock. The period during which FTX was entitled to make such a request has expired and, accordingly, RTZA is no longer obligated to make the Tender Offer. Although not obligated to do so, RTZA may, from time to time prior to the redemption date for the 6.55% Notes, purchase 6.55% Notes in the open market for conversion. See "May 31 Amendment" below.

Under certain circumstances, as set forth in the Purchase Agreement, RTZI may be required to purchase additional shares of FCX Class A Common Stock from FTX, at \$20.90 per share. The maximum amount that RTZI may be required to spend with respect to such purchases is the amount equal to the aggregate redemption price (including accrued and unpaid interest) for all 6.55% Notes, reduced by the aggregate redemption price (including accrued and unpaid interest) of any 6.55% Notes previously converted into FTX

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Common Stock, and by other potential deductions referred to in the Purchase Agreement.

May 31 Amendment. FTX and FCX, on the one hand, and RTZ, RTZI and RTZA, on the other hand, have entered into a letter agreement dated May 31, 1995 (the "May 31 Amendment") regarding, among other things, the terms of the Purchase Agreement. Pursuant to the May 31 Amendment, the parties agreed that Section 9.5.1 of the Purchase Agreement (which, among other things, prohibits acquisitions of shares of FTX Common Stock prior to the Spin-Off except as a result of the transactions described in the Purchase Agreement) is not intended to, and does not, restrict RTZ or its affiliates from acquiring shares of FTX Common Stock upon conversion of any 6.55% Notes, however such 6.55% Notes are acquired.

In addition, the Purchase Agreement provides that during the five-year period following the Spin-Off, RTZ and RTZA may not sell, exchange, transfer or otherwise dispose of ("Dispose of") any shares of FTX Common Stock received upon conversion of the 6.55% Notes or any shares of FCX Class B Common Stock received in the Spin-Off with respect thereto, subject to certain exceptions set forth in the Purchase Agreement. Pursuant to the May 31 Amendment, the foregoing restriction will not apply to the sale, exchange, transfer or other disposition (a "Disposition") by RTZA, RTZ and their affiliates following the Spin-Off of (i) shares of FTX Common Stock that, when combined with any other shares of FTX

Common Stock Disposed of by RTZA, RTZ and their affiliates following the Spin-Off (other than in the manner described in (iii) below), aggregate less than 1% of the number of shares of FTX Common Stock outstanding immediately following the Spin-Off, (ii) shares of FCX Class B Common Stock that, when combined with any other shares of FCX Class B Common Stock Disposed of by RTZA, RTZ and their affiliates following the Spin-Off (other than in the manner described in (iii) below), aggregate less than 1% of the number of shares of FCX Common Stock outstanding immediately following the Spin-Off, or (iii) shares of both FTX Common Stock and FCX Class B Common Stock where (x) such shares are Disposed of in accordance with a single plan of disposition that has been communicated by RTZA, RTZ or their affiliates to a sales agent, (y) the Disposition is completed within 60 business days from the date of the first sale of FTX Common Stock or FCX Class B Common Stock pursuant to such plan, and (z) the shares of FTX Common Stock and FCX Class B Common Stock Disposed of represent equal percentages of the respective numbers of shares of the FTX Common Stock and the FCX Class B Common Stock that RTZA, RTZ and their affiliates, in the aggregate, held immediately following the Spin-Off.

In connection with the Purchase Agreement, FTX, RTZ and RTZA entered into a Registration Rights Agreement, dated May 12, 1995 (the "FTX Registration Rights Agreement"), a copy of which is filed as part of Exhibit (2) to this Schedule 13D. Pursuant to the FTX Registration Rights Agreement, RTZ has the right to, among other things, request that FTX effect a registered public offering of shares of FTX Common Stock acquired by RTZA in connection with the transactions contemplated by the Purchase Agreement. RTZA also has the right to participate in a registered public offering

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by FTX or another stockholder by selling such shares in such offering. Such rights are exercisable at any time and expire on December 31, 2021. The May 31 Amendment provides that the shares of FTX Common Stock subject to the FTX Registration Rights Agreement include shares of FTX Common Stock acquired by RTZ or its affiliates upon conversion of any 6.55% Notes, however such 6.55% Notes are acquired, to the extent that such shares of FTX Common Stock are not freely transferable by RTZ or its affiliates without registration under the Securities Act of 1933, as amended.

Although not obligated to do so, RTZA may, from time to time prior to the redemption date for the 6.55% Notes, purchase 6.55% Notes in the market for conversion. If any 6.55% Notes are so acquired, RTZA may, from time to time prior to the Spin-Off, subject to certain restrictions contained in the Purchase Agreement, sell shares of FTX Common Stock acquired upon conversion of the 6.55% Notes in open market transactions or otherwise. If any 6.55% Notes

are so acquired and RTZA holds shares of FTX Common Stock at the time of the Spin-Off, RTZA may, from time to time after the Spin-Off, subject to the limitations set forth in the second preceding paragraph, sell shares of FTX Common Stock and/or shares of FCX Class B Common Stock received in the Spin-Off in open market transactions, public distributions pursuant to a registration statement, privately negotiated transactions, or otherwise. RTZA's decision whether or not to purchase any 6.55% Notes and/or to sell shares of FTX Common Stock received upon any conversions of such 6.55% Notes and/or shares of FCX Class B Common Stock, and the timing, manner and other terms and conditions of any such purchases or sales, will be made in light of all the circumstances applicable at the time, including, but not limited to, general economic and market conditions, the market price of 6.55% Notes, FTX Common Stock and FCX Class B Common Stock, and whether the price and other terms of purchase or sale are satisfactory to RTZA.

Representations and Warranties and Conduct of Business Prior to and Following the Spin-Off. The Purchase Agreement provides for customary covenants of each of RTZ, RTZI, RTZA, FTX and FCX in respect of the period prior to the Spin-Off and for customary representations and warranties. In addition, FTX agreed not to sell or otherwise dispose of shares of FCX Class A Common Stock or FCX Class B Common Stock prior to the Spin-Off without the consent of RTZ for a purchase price per share of less than \$20.90.

Acquisition and Disposition of Shares of FCX Common Stock. Pursuant to the Purchase Agreement, RTZ, RTZA, RTZI, and their affiliates may not without the consent of FCX or FTX, as the case may be, acquire any shares of FTX's \$4.375 Convertible Exchangeable Preferred Stock, par value \$1.00 per share, FTX Common Stock or shares of any capital stock of FCX entitled to vote for the election of directors ("FCX Voting Stock"), during the period from the date of the Purchase Agreement to the date the FCX Class B Common Stock is distributed in the Spin-Off, except as a result of the transactions described in the Purchase Agreement and as provided in the May 31 Amendment described above.

In addition to the restriction on Dispositions during the five-year period following the Spin-Off of shares of FTX Common Stock
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and shares of FCX Class B Common Stock described above under "May 31 Amendment," the Purchase Agreement provides that, subject to certain exceptions set forth in the Purchase Agreement, during the five-year period following the Spin-Off, RTZ, RTZA and their affiliates may not acquire shares of FCX Class B Common Stock.

Pursuant to the Purchase Agreement, RTZI has been granted certain

pre-emptive rights, subject to certain exceptions, in the event FCX issues, sells or grants shares of FCX Common Stock or securities convertible into or exchangeable for, or warrants, options or other rights to purchase, shares of FCX Common Stock, whether by public offering or otherwise.

In the event that any such issuance, sale or grant does not involve a public offering and the consideration is not securities or assets of another company, RTZI will have the right to purchase (i) a proportionate number of such securities or (ii) all of such securities subject to the approval of the board of directors of FCX under certain circumstances.

In the event of any such proposed issuance, sale or grant of such securities (i) in connection with any acquisition of securities or assets of another company or otherwise, or (ii) in a public offering, RTZI will have the right to purchase up to a proportionate number of such securities. Any issuance, sale or grant by FCX to RTZI pursuant to such provisions will be on terms no less favorable than that of the proposed issuance, sale or grant and, with respect to securities offered in a public offering, for a price equal to the public offering price per share. In the event of any transaction for consideration other than cash, the purchase price will be based on the public market price or, if the security is not publicly traded, will be agreed between the parties or determined by an independent appraiser.

In the event RTZ and its affiliates fail to beneficially own, in the aggregate, at least 5% of the then outstanding shares of FCX Common Stock, the pre-emptive rights provisions described in the three foregoing paragraphs terminate.

The Purchase Agreement provides that to the extent the transactions contemplated thereby result in RTZ or any of its affiliates becoming an "interested stockholder" as defined in the Delaware General Corporation Law 203 ("DGCL 203") of FTX or FCX, the boards of directors of FTX and FCX have approved such transactions for the purposes of DGCL 203.

The Purchase Agreement also provides that, except as described above, RTZ and its affiliates will not be directly or indirectly restricted from future acquisitions of shares of FCX Voting Stock, except that approval of FCX's board of directors will be required for RTZ or its affiliates, alone or acting in concert with others, to acquire beneficial ownership of shares of FCX Voting Stock as will elect a majority of the directors of FCX. The board of directors of each of FTX and FCX has agreed pursuant to the Purchase Agreement that if FCX adopts a "rights plan," "poison pill" or other plan or arrangement which provides for the distribution to its shareholders, by way of dividend or otherwise, of shares of capital stock of FCX, warrants, options or other

rights to purchase shares of capital stock of FCX, or securities convertible into or exchangeable for shares of capital stock of FCX, upon the occurrence of specified events, then any transactions between FCX and any of its affiliates, on the one hand, and RTZ and any of its affiliates, on the other hand, and any transactions by RTZ or its affiliates relating to shares of

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the capital stock of FCX, or warrants, options or other rights to purchase shares of capital stock of FCX, or securities convertible into or exchangeable for shares of capital stock of FCX, shall be excluded from such specified events, unless such transactions result in the acquisition by RTZ and its affiliates of beneficial ownership of shares of FCX Voting Stock as will elect a majority of the directors of FCX. The board of directors of FCX has also approved any future acquisitions by RTZ and its affiliates of FCX Voting Stock for the purposes of DGCL 203 to the extent such acquisitions do not result in the acquisition by RTZ and its affiliates of beneficial ownership of shares of FCX Voting Stock as will elect a majority of the directors of FCX.

Voting and Board of Directors. The Purchase Agreement provides that following the completion of RTZI's purchase of 21,531,100 shares of FCX Class A Common Stock pursuant to the Purchase Agreement, RTZI and RTZA will have the right to nominate for submission to FCX's stockholders the number of directors which is proportionately equal to the aggregate percentage ownership of RTZI and RTZA of all outstanding shares of FCX Class A Common Stock and FCX Class B Common Stock, subject to certain limitations. FCX has agreed to include such individuals nominated by RTZA and RTZI with the directors recommended by the management of FCX and to not take any actions which may be inconsistent with, conflict with, or otherwise hinder, the election of such individuals. Pursuant to the Purchase Agreement, no later than the earlier of 60 days after the Spin-Off Date or January 2, 1996, FCX will appoint the persons nominated by RTZA and RTZI as interim directors to take office until the following stockholders' meeting or consent solicitation for the election of directors. If the number of directors of FCX is reduced to less than 10, RTZA and RTZI will have the right to nominate no less than one director to be elected by holders of FCX Class A Common Stock for submission to FCX's stockholders, provided that RTZI continues to hold substantially all of the shares of FCX Class A Common Stock purchased pursuant to the Purchase Agreement.

In the event RTZ and its affiliates fail to beneficially own, in the aggregate, at least 5% of the then outstanding shares of FCX Common Stock, the rights and obligations described in the foregoing paragraph shall terminate.

Pursuant to the Purchase Agreement, RTZ, RTZA and RTZI have agreed that for as long as they and their affiliates beneficially own, in the aggregate, more than 5% of the outstanding shares of FCX Voting Stock, and directors nominated by RTZA and RTZI as described in the second preceding paragraph continue to serve as directors of FCX, then RTZ, RTZA and RTZI will cause such FCX Voting Stock to (i) be represented in person or proxy at each stockholder meeting or consent solicitation, and (ii) vote its shares for the election of the slate of directors recommended by a majority of the board of directors of FCX, which will include the nominees of RTZA and RTZI.

Registration Rights Agreement. Pursuant to the Purchase Agreement, FCX has entered into a Registration Rights Agreement

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with RTZ, RTZA and RTZI (the "FCX Registration Rights Agreement"), pursuant to which RTZ has the right to request five times that FCX effect a registered public offering of, and RTZI and RTZA have the right to participate in a registered public offering by FCX or by another stockholder by selling in such offering, shares of FCX Common Stock acquired by RTZI and RTZA pursuant to the Purchase Agreement. The rights are exercisable at any time after the earlier of the Spin-Off and December 31, 1995, and expire on December 31, 2021. Pursuant to the May 31 Amendment, the shares of FCX Common Stock subject to the FCX Registration Rights Agreement include shares of FCX Class B Common Stock acquired by RTZ and/or its affiliates in the Spin-Off as a result of ownership of FTX Common Stock acquired by RTZ or its affiliates upon conversion of any 6.55% Notes, however such 6.55% Notes are acquired.

(b) Item 4 is hereby further amended by restating the last paragraph of Item 4 in its entirety to read as follows:

The foregoing descriptions of the Purchase Agreement and FTX Registration Rights Agreement, the May 31 Amendment, the FCX Registration Rights Agreement and the Implementation Agreement are not intended to be complete and are qualified in their entirety by the complete text of each of such documents, all of which are incorporated herein by reference. Copies of such documents are filed as Exhibits (2), (5), (3) and (4), respectively, to this Schedule 13D.

(c) Item 7 is hereby amended and restated in its entirety to read as follows:

ITEM 7. Material to be Filed as Exhibits

(1) Joint Filing Agreement, dated May 22, 1995, between The RTZ Corporation PLC and RTZ Indonesia Limited.

(2) Agreement, dated as of May 2, 1995, by and between Freeport-McMoRan Inc. and Freeport-McMoRan Copper & Gold Inc., on the one hand, and The RTZ Corporation PLC, RTZ Indonesia Limited and RTZ America, Inc., on the other hand, including Exhibits C, D and 8.1.15 thereto, the Schedules thereto and Registration Rights Agreement entered into pursuant thereto between Freeport-McMoRan Inc., The RTZ Corporation PLC and RTZ America, Inc., dated May 12, 1995, and letter agreement, dated May 12, 1995, between Freeport-McMoRan Inc., The RTZ Corporation PLC and RTZ America, Inc.

(3) Registration Rights Agreement, dated as of May 12, 1995, between Freeport-McMoRan Copper & Gold Inc., on the one hand, and The RTZ Corporation PLC, RTZ Indonesia Limited and RTZ America, Inc., on the other hand, entered into pursuant to the Agreement referred to in (2) above.

(4) Implementation Agreement, dated as of May 2, 1995, between Freeport-McMoRan Copper & Gold Inc. and The RTZ Corporation PLC, including form of Participation Agreement to be entered into between P.T. Freeport Indonesia Company and an affiliate of The RTZ Corporation PLC to be organized under the laws of Indonesia, and form of Loan Agreement to be entered into between P.T.

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Freeport Indonesia, Company and an affiliate of The RTZ Corporation PLC organized under the laws of England.

(5) Letter agreement, dated May 31, 1995, between Freeport-McMoRan Inc. and Freeport-McMoRan Copper & Gold Inc., on the one hand, and The RTZ Corporation PLC, RTZ Indonesia Limited and RTZ America, Inc., on the other hand.

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 1, 1995

RTZ INDONESIA LIMITED

By:/s/ John S. Bradley

Name: John S. Bradley

Title: Director

RTZ CORPORATION PLC

By:/s/ John S. Bradley

Name: John S. Bradley

INDEX OF EXHIBITS

- (1) Joint Filing Agreement, dated May 22, 1995, between The RTZ Corporation PLC and RTZ Indonesia Limited.*
- (2) Agreement, dated as of May 2, 1995, by and between Freeport-McMoRan Inc. and Freeport-McMoRan Copper & Gold Inc., on the one hand, and The RTZ Corporation PLC, RTZ Indonesia Limited and RTZ America, Inc., on the other hand, including Exhibits C, D and 8.1.15 thereto, the Schedules thereto and Registration Rights Agreement entered into pursuant thereto between Freeport-McMoRan Inc., The RTZ Corporation PLC and RTZ America, Inc., dated May 12, 1995,* and letter agreement, dated May 12, 1995, between Freeport-McMoRan Inc., The RTZ Corporation PLC and RTZ America, Inc.**
- (3) Registration Rights Agreement, dated as of May 12, 1995, between Freeport-McMoRan Copper & Gold Inc., on the one hand, and The RTZ Corporation PLC, RTZ Indonesia Limited and RTZ America, Inc., on the other hand, entered into pursuant to the Agreement referred to in (2) above.*
- (4) Implementation Agreement, dated as of May 2, 1995, between Freeport-McMoRan Copper & Gold Inc. and The RTZ Corporation PLC, including form of Participation Agreement to be entered into between P.T. Freeport Indonesia Company and an affiliate of The RTZ Corporation PLC to be organized under the laws of Indonesia, and form of Loan Agreement to be entered into between P.T. Freeport Indonesia Company and an affiliate of The RTZ Corporation PLC organized under the laws of England.*
- (5) Letter agreement, dated May 31, 1995, Freeport-McMoRan Inc. and Freeport-McMoRan Copper & Gold Inc., on the one hand, and The RTZ Corporation PLC, RTZ Indonesia Limited and RTZ America, Inc., on the other hand.**

* Filed with original Schedule 13D on May 22, 1995.

** Filed herewith

The RTZ Corporation PLC
6 St. James's Square
London SW1Y 4LD England

RTZ America, Inc.
100 Quentin Roosevelt Boulevard
Suite 503
Garden City, NY 11530

May 12, 1995

Freeport-McMoRan Inc.
1615 Poydras Street
New Orleans, LA 70112

Dear Sirs:

We refer to the Agreement dated as of May 2, 1995 by and between Freeport-McMoRan Inc., a Delaware corporation, and Freeport-McMoRan Copper & Gold Inc., a Delaware corporation, on the one hand, and The RTZ Corporation PLC, a company organized under the laws of England ("RTZ"), RTZ Indonesia Limited, a company organized under the laws of England and a subsidiary of RTZ, and RTZ America, Inc., a Delaware corporation ("RTZA") and a subsidiary of RTZ, on the other hand (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined are used as defined in the Purchase Agreement.

The purpose of this letter is to confirm our mutual understanding that if RTZ requests registration under the Securities Act of the shares of Parent Common Stock acquired by RTZA upon conversion of the 6.55% Notes acquired in the Tender Offer, a reasonable period of time for purposes of Section 7(a)(i) of the Purchase Agreement will include the time necessary to prepare and file a registration statement relating to such shares of Parent Common Stock and 60 business days following the effectiveness thereof. If all such shares of Parent Common Stock are sold prior to the end of such 60 business day period, the period of delay required by Section 7(a)(i) of the Purchase Agreement will end upon the completion of such sales.

Please confirm in the space provided below that the foregoing sets forth our mutual understanding.

Sincerely,

THE RTZ CORPORATION PLC

By: /s/ Allen Isaacson
Name: Allen Isaacson
Title: Attorney-in-Fact

RTZ AMERICA, INC.

By: /s/ William M. Higgins
Name: William M. Higgins
Title: Vice President

Confirmed:

FREEPORT-McMoRan INC.

By: /s/ John G. Amato
Name: John G. Amato
Title: General Counsel

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Privileged and Confidential
May 31, 1995

The RTZ Corporation PLC &
RTZ Indonesia Limited
6 St. James's Square
London SW1Y 4LD
England
Attention: The Company Secretary

RTZ America, Inc.
100 Quentin Roosevelt Blvd.
Suite 503
Garden City, New York 11530
Attention: The Company Secretary

Ladies and Gentlemen:

Reference is made to the Agreement, dated as of May 2, 1995, by and between Freeport-McMoRan Inc. ("Parent") and Freeport-McMoRan Copper & Gold Inc. (the "Company"), on the one hand, and The RTZ Corporation PLC ("RTZ"), RTZ Indonesia Limited (the "Purchaser") and RTZ America, Inc. ("RTZA"), on the other hand (the "Agreement"). Capitalized terms used herein have the meanings specified in the Agreement, unless otherwise defined herein.

1. The parties agree that Section 9.5.1 of the Agreement is not intended to, and does not, restrict RTZ or its Affiliates from acquiring Parent Common Stock upon conversion of any 6.55% Notes, however such 6.55% Notes are acquired.

2. The parties agree that (a) the term "Registrable Securities" in the Registration Rights Agreement, dated as of May 12, 1995, by and among Parent, on the one hand, and RTZ and RTZA, on the other hand (the "Parent Registration Rights Agreement"), includes any shares of Parent Common Stock acquired by RTZ or its Affiliates upon conversion of any 6.55% Notes, however such 6.55% Notes are acquired, to the extent that such shares of Parent Common Stock are not freely transferable by RTZ or its Affiliates without registration under the Securities Act and (b) the term "Registrable Securities" in the Registration Rights Agreement, dated as of May 12, 1995, between the Company, on the one hand, and RTZ, RTZA and the Purchaser, on the other hand (the "Company Registration Rights Agreement"), includes any shares of Class B Common Stock acquired by RTZ and/or its Affiliates in the Spin-Off as a result of ownership of Parent Common Stock acquired by RTZ or its Affiliates upon conversion of any 6.55% Notes, however such 6.55% Notes are acquired.

3. The first sentence of Schedule 9.5.2 to the Agreement is hereby amended and restated to read in its entirety as follows:

"RTZA, RTZ and their Affiliates will not during the five-year period following the Spin-Off sell, exchange, transfer or otherwise dispose of ("Dispose of") any shares of Parent Common Stock received upon the conversion of the 6.55% Notes or any shares of the Class B Common Stock received in the Spin-Off with respect thereto unless they first obtain either a supplemental private letter ruling from the IRS or an opinion of nationally recognized tax counsel, reasonably satisfactory to Parent, that such sale, exchange, transfer or other disposition (a "Disposition") will not adversely affect the tax-free nature of the Spin-Off or the ability of Parent to rely on the Spin-Off Private Letter Ruling, in each case other than with respect to Section 367(e); provided that this restriction will not apply to the Disposition by RTZA, RTZ and their Affiliates following the Spin-Off of (i) shares of Parent Common Stock that, when combined with any other shares of Parent Common Stock Disposed of by RTZA, RTZ and their Affiliates following the Spin-Off (other than in the manner described in (iii) below), aggregate less than 1% of the number of shares of Parent Common Stock outstanding immediately following the Spin-Off, (ii) shares of Class B Common Stock that, when combined with any other shares of Class B Common Stock Disposed of by RTZA, RTZ and their Affiliates following the Spin-Off (other than in the manner described in (iii) below), aggregate less than 1% of the number of shares of Company Common Stock outstanding immediately following the Spin-Off, or (iii) shares of both Parent Common Stock and Class B Common Stock where (x) such shares are Disposed of in accordance with a single plan of disposition that has been communicated by RTZA, RTZ or their Affiliates to a sales agent, (y) the Disposition is completed within 60 business days from the date of the first sale of Parent Common Stock or Class B Common Stock pursuant to such plan and (z) the shares of Parent Common Stock and Class B Common Stock Disposed of represent equal percentages of the respective numbers of shares of the Parent Common Stock and the Class B Common Stock that RTZA, RTZ and their Affiliates, in the aggregate, held immediately following the Spin-Off."

4. Except to the extent amended by this letter, all of the provisions of the Agreement, the Parent Registration Rights

Agreement and the Company Registration Rights Agreement shall continue in full force and effect and shall inure to the benefit of and shall be binding upon the parties thereto and their successors and permitted assigns.

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If the foregoing accurately sets forth our agreement, please so indicate by signing and returning to the undersigned a copy of this letter, whereupon this letter agreement shall become a binding agreement among us.

Very truly yours,

FREEPORT-McMoRan INC.

By/s/ James R. Moffett
Name: James R. Moffett
Title: Chairman of the Board
and Chief Executive Officer

FREEPORT-McMoRan COPPER & GOLD, INC.

By /s/ Charles W. Goodyear
Name: Charles W. Goodyear
Title: Senior Vice President
and Chief Investment Officer

ACCEPTED AND AGREED TO AS OF THE
DATE FIRST ABOVE WRITTEN:

THE RTZ CORPORATION PLC

By /s/ R. Adams
Name: Robert Adams
Title: Director

RTZ INDONESIA LIMITED

By /s/ M.M. Freeman
Name: Michael Freeman
Title: Director

RTZ AMERICA, INC.

By /s/ William M. Higgins
Name: William M. Higgins
Title: Vice President

Footnote continued from previous page

Footnote continued