NATURAL RESOURCE DAMAGE ASSESSMENT FUNDING AGREEMENT

BETWEEN

ALUMINUM COMPANY OF AMERICA,
GENERAL MOTORS CORPORATION,
REYNOLDS METALS COMPANY,

AND

THE STATE OF NEW YORK, THE SAINT REGIS MOHAWK TRIBE,
AND THE UNITED STATES ACTING BY AND THROUGH
THE DEPARTMENT OF THE INTERIOR AND THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION OF THE DEPARTMENT OF COMMERCE

I

INTRODUCTION

This Agreement by and between Aluminum Company of America, General Motors Corporation, Reynolds Metals Company (hereinafter the "Companies"), and the State of New York, the Saint Regis Mohawk Tribe, the United States Department of the Interior, and the National Oceanic and Atmospheric Administration (NOAA) of the United States Department of Commerce (hereinafter the "Trustees"), is entered into in recognition of the common interests of the Trustees, and the interests of the Companies, to develop a Natural Resource Damage Assessment Plan in accordance with Section VI of this Agreement.

II

AUTHORITY

This Agreement is entered into pursuant to the natural resource trustee provisions of Section 107(f) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. § 9607(f); the National Oil
and Hazardous Substances Pollution Contingency Plan (NCP),
Subpart G, 40 CFR §§ 300.600-300.615 (55 Federal Register 8666,
8813, 8857, March 8, 1990); and other applicable Federal, State 
and Tribal laws. The following officials or their designees act
on behalf of the public as State, Federal and Tribal Trustees for
natural resources under this Agreement:

. Commissioner of Environmental Conservation, New York
  State Department of Environmental Conservation, for the
  State of New York,

. The Tribal Council, or its designee, for the St. Regis
  Mohawk Tribe,

. The Secretary of the Interior, and

. The Under Secretary for Oceans and Atmosphere,
  Administrator of the National Oceanic and Atmospheric
  Administration, acting on behalf of the Secretary of
  Commerce.

III

TERM

This Agreement shall be effective on the _____ of ________,
1990 and shall continue in full force and effect until sixty (60)
days after the earlier of (a) the Companies' receipt of the
Trustees' approved Natural Resource Damages Assessment Plan
described in Section VI herein or (b) the exhaustion of the St.
Lawrence Environment Natural Resource Escrow Account described in
Section VII herein.
IV

SCOPE

This Agreement is intended to cover natural resources (as defined under Section 101(16) of CERCLA, as amended, 42 U.S.C. 9601(16)) belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the Trustees under CERCLA, the NCP, and other applicable Federal, State and Tribal law in the St. Lawrence, Raquette and Grasse River environment in and around the State of New York and the St. Regis Mohawk Reservation (hereinafter the "St. Lawrence Environment," as further defined in this paragraph). For purposes of this agreement, the St. Lawrence Environment includes the area of the St. Lawrence/Grasse/Raquette River System which has been affected by releases of hazardous substances from the General Motors Massena Plant NPL Site, the Aluminum Company of America Massena Facility, the Reynolds Massena Facility and all associated natural resources within the trusteeship of the Trustees which may have been quantifiably injured, destroyed or lost as a result of releases of hazardous substances from these facilities. The scope of the St. Lawrence Environment will be preliminarily defined in the Assessment Plan described in Section VI and delimited in the course of the Natural Resources Damage Assessment described herein.
V

PURPOSE

This Agreement provides the terms by which the Companies agree to provide $600,000.00 to fund the activities which the Trustees will undertake to develop a plan of study in accordance with Section VI of this Agreement.

VI

NATURAL RESOURCE DAMAGE ASSESSMENT PLAN

A. The Trustees, acting as a coordinated group, shall prepare, through the efforts of their own personnel or other qualified persons or qualified contractors selected by the Trustees in accordance with Section VI.F. who shall act under the direction and/or control of the Trustees, a plan of study (hereinafter the "Assessment Plan") (i) to identify and to the extent practicable quantify any injury to, destruction of, or loss of natural resources which has resulted from the release of hazardous substances from the Companies' facilities in the St. Lawrence Environment; (ii) to estimate the costs and expenses for restoration of, replacement of, or acquisition of the equivalent of such natural resources; (iii) to estimate the value of any loss of use or other value of such natural resources injured, destroyed or lost and (iv) to assess the extent to which releases of hazardous substances from the Companies' facilities and other sources or activities contributed to, or continue to contribute
to, any injury, destruction or loss for which damages are
recoverable by the Trustees under § 107(f) of CERCLA.

B. The Assessment Plan shall include a preliminary
estimate of the cost of the assessment.

C. The Assessment Plan shall identify and document the
scientific and economic methodologies that are intended to be
used during the assessment. The Assessment Plan shall provide
for full incorporation and integration, without duplication, of
all available quality-assured and quality controlled data.

D. When the Trustees have completed a proposed final
Assessment Plan, the Plan shall be made available for public
review and comment, and a public meeting shall be held in the
vicinity of the St. Lawrence Environment. The Trustees and the
Companies understand that public comment may affect the final
Assessment Plan.

E. The Trustees agree in good faith to provide reasonable
opportunities for the Companies to participate in the development
of the Assessment Plan.

These opportunities shall be fostered through Trustee
disclosure to the Companies of the following Trustee-approved
documents during development of the Assessment Plan:

1. The Request for Proposal that the Trustees will
make available to the consultants interested in
assisting the Trustees in the development of the
Assessment Plan;

2. A proposed outline of the Assessment Plan;
3. A detailed status report concerning development of the Assessment Plan, including but not limited to a final outline of the Assessment Plan, the reasons for any significant changes from the proposed outline, any potential needs for further data gathering, how the draft Assessment Plan and the Assessment will address such needs, and a proposed schedule for preparation of the draft Assessment Plan;

4. A preliminary draft of the Assessment Plan; and

5. The final draft of the Assessment Plan.

These Assessment Plan development documents shall be disclosed in the order listed. Within thirty days (30) of the Companies' receipt of each of the five Assessment Plan development documents listed above, and (except for the Request for Proposal) before any public release of the documents, the parties to this agreement will meet to discuss each respective Plan development document, unless the parties agree that a meeting is unnecessary. Each party may appear at meetings through or with technical representatives and the Trustees agree that the personnel chosen to prepare the Assessment Plan shall be in attendance at each meeting. The Companies may request additional meetings and the Trustees agree to give such requests prompt and fair consideration. If the Companies and the Trustees agree, further meetings may be conducted by conference call. The data compilation report prepared in connection with the
Assessment Plan shall be disclosed to the Companies after the proposed outline and before the status report concerning the Assessment Plan, but no meeting on the data compilation report is required unless specifically requested by the Companies.

The Companies may submit written comments on any of the Plan development documents, but the Companies and their representatives may not confer directly with the personnel chosen to prepare the Assessment Plan except during meetings held pursuant to this subsection.

The Companies' technical representatives shall have the opportunity to correspond with the technical representatives of the Trustees and the personnel chosen to prepare the Assessment Plan, by submitting such correspondence to the Administrative Trustee for review and transmission.

The Companies shall be provided copies of non-privileged written communications between the Trustees, acting as a coordinated group, and the personnel chosen to prepare the Assessment Plan.

F. The Trustees agree to provide to the Companies the names of the persons or contractors that request the Request for Proposal. The Companies shall be provided a reasonable opportunity to comment on the persons or contractors requesting the Request for Proposals, and the Trustees agree to select a qualified contractor.

G. Within thirty (30) days of the Companies' receipt of the Trustees' approved Assessment Plan, the Parties to this
Agreement will meet to discuss the cost, timing, and funding by the Companies of the implementation of the Assessment Plan. The Trustees and the Companies commit to attempt to agree on the terms under which the Trustees and the Companies may implement the Assessment Plan consistent with the provisions of Section VIII of this Agreement.

VII

ST. LAWRENCE ENVIRONMENT NATURAL RESOURCE ESCROW ACCOUNT

A. The Companies jointly covenant to establish the "St. Lawrence Environment Natural Resources Escrow Account" (hereinafter the "NRE Account"). The companies shall within twenty (20) working days of the execution of this Agreement deposit $600,000.00 in immediately available funds to the NRE Account for the Trustees' use to fund Assessment Plan development activities in accordance with Section VI of this Agreement and to reimburse the Trustees' costs for oversight of Assessment Plan development.

B. All disbursements and expenditures from the NRE Account shall be authorized by the Trustees and shall not be subject to advance approval by the Companies.

C. The Trustees agree that the total amount of their withdrawals from the NRE Account for oversight expenditures incurred in connection with the development of the Assessment Plan hereunder, including but not limited to direct and indirect oversight expenses, any travel for purposes of oversight, and any oversight contractors' fees and expenses (collectively "oversight
costs") shall not exceed $150,000.00 plus twenty-five percent (25%) of any additional amounts placed in the NRE Account pursuant to Section VIII.

D. The Trustees agree to implement the procedures specified in Exhibit A along with all relevant procedures described in the "EPA Guidance for Federal Agencies on Superfund Financial Management and Recordkeeping" (EPA/220/M-89-001, January 1989) to govern and support expenditures from the NRE Account. On behalf of the Trustees, the Administrative Trustees will send status reports to the Companies in accordance with Exhibit A.

VIII

ADDITIONAL CONTRIBUTIONS TO THE NRE ACCOUNT

A. The Parties recognize that additional funds may be necessary to complete the Assessment Plan and the Damage Assessment and to pay the costs of the Trustees' oversight of these activities.

B. In the event that expenses for preparing the Assessment Plan exceed the $500,000.00 provided pursuant to Section VII, and consistent with the Trustees' need to have the Assessment Plan implemented, the Trustees will request that the Companies provide additional funds to the NRE Account.

C. The Companies agree to give any such requests under this section prompt consideration, but are not bound to act favorably upon such requests by the terms of this Agreement. For purposes of this Agreement, prompt consideration shall mean
within thirty (30) days of the Companies' receipt of a written request from the Trustees.

IX

SURPLUS FUNDS IN THE NRE ACCOUNT

Unless otherwise agreed to between the Companies and the Trustees, within sixty (60) days of the Companies' receipt of the Trustees' approved Assessment Plan, any unobligated funds in the NRE Account will be returned to the Companies. If the Trustees and the Companies agree to jointly implement the Assessment Plan pursuant to subsection G of Section VI within this sixty (60) day period, such remaining funds will be applied to the cost of implementing the Assessment Plan. Any excess funds remaining in the NRE Account after the completion of the Assessment shall be returned to the Companies within thirty (30) days of the completion of the Assessment.

X

STAY OF LITIGATION

Subject to the Companies' compliance with the terms of this Agreement, the Trustees covenant not to assert any claims for natural resource damages under CERCLA or under any other applicable Federal, State or Tribal law, against the Companies as long as this Agreement remains in full force and effect.
XI

TOLLING OF TIME LIMITATIONS

Any time limitations set forth in Section 113(g) of CERCLA, as amended, 42 U.S.C. 9613(g), with respect to claims for natural resource damages against the Companies or any other time limitations for the filing of natural resource damage claims against the Companies under any other applicable Federal, State or Tribal law, are tolled in their entirety until ninety (90) days after the expiration of this Agreement.

XII

GENERAL COMMUNICATIONS

A. All notices required under this Agreement and other written communications between the Trustees and the Parties to this Agreement shall be addressed to their representatives identified in Exhibit B and shall be sent either Express Mail or any other overnight delivery, or Certified Mail Return Receipt Requested.

B. In order to ensure the coordination of requests for information or materials relating to the assessment activities that the Companies do not receive directly pursuant to this Agreement, any future requests for such additional information or materials that the Companies are entitled to receive under Federal, State or Tribal law shall be addressed to the Administrative Trustee and shall be submitted by a single representative of the Companies.
XIII

RESERVATION OF RIGHTS

A. This Agreement does not release the Companies from any potential liability, except for any liability for costs that are reimbursed by the Companies under this Agreement. The Trustees reserve all claims against the Companies relating to the release of hazardous substances into the St. Lawrence Environment, including but not limited to claims for restoration, replacement, acquisition of equivalent, or loss of use of natural resources; claims for costs for assessments for restoration, replacement, acquisition of equivalent, or loss of use of natural resources; or any other causes of action or requests for relief, either administratively or judicially, as well as any penalties, criminal liability, or any claims, causes of action, or requests for relief arising from the release of hazardous substances from the Companies' facilities into the St. Lawrence Environment.

B. Nothing in this Agreement is intended or shall be construed to be an admission by the Companies or by the Trustees in any dispute or action between the parties to this Agreement or between the Companies or the Trustees and a third party. Nothing in this Agreement, except Sections X and XI, and the first sentence of paragraph A of Section XIII is intended or shall be construed as a waiver by the Companies or the Trustees of any claims or defenses in any subsequent legal action, or of any other rights or remedies.
XIV
GENERAL
A. This Agreement in no way affects or relieves the Companies from their responsibility to comply with nor does it impair the Trustees' ability to enforce any applicable Federal, State or Tribal law, administrative order, regulation, or permit.
B. It is the intent of the parties that the clauses of this Agreement are severable, and should any part of this agreement be declared by a court of competent jurisdiction to be invalid, the other parts of this Agreement shall remain in full force and effect.
C. All exhibits to this Agreement are incorporated herein and made a part hereof by reference.

XV
MODIFICATION
A. Any modification of this Agreement shall be in writing, executed by all parties.
B. This Agreement can be executed in one or more counterparts, all of which will be considered the original document.

XVI
PARTIES BOUND
The provisions of this Agreement shall apply to and be binding upon the Parties to this Agreement, their successors, and
assigns. The undersigned representative of each Party certifies that he or she is fully authorised by the party or parties whom he or she represents to enter into this Agreement and to bind that party or those parties to it.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Agreement on the day and year appearing opposite their signatures.
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BETWEEN

ALUMINUM COMPANY OF AMERICA,
GENERAL MOTORS CORPORATION,
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AND

THE STATE OF NEW YORK, THE SAINT REGIS MOHAWK TRIBE,
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THE DEPARTMENT OF THE INTERIOR AND THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION OF THE DEPARTMENT OF COMMERCE

TRUSTEE

[Signature]
Commissioner, New York State
Department of Environmental Conservation

Dated 1/2/1994
NATURAL RESOURCE DAMAGE ASSESSMENT FUNDING AGREEMENT

BETWEEN

ALUMINUM COMPANY OF AMERICA,
GENERAL MOTORS CORPORATION,
REYNOLDS METALS COMPANY,

AND

THE STATE OF NEW YORK, THE SAINT REGIS MOHAWK TRIBE,
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THE DEPARTMENT OF THE INTERIOR AND THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION OF THE DEPARTMENT OF COMMERCE

TRUSTEE

[Signatures]

St. Regis Mohawk Indian Tribe

[Signature]

Lincoln C. White

Dated Jan 12, 1990
NATURAL RESOURCE DAMAGE ASSESSMENT FUNDING AGREEMENT
BETWEEN
ALUMINUM COMPANY OF AMERICA,
GENERAL MOTORS CORPORATION,
REYNOLDS METALS COMPANY,
AND
THE STATE OF NEW YORK, THE SAINT REGIS MOHAWK TRIBE,
AND THE UNITED STATES ACTING BY AND THROUGH
THE DEPARTMENT OF THE INTERIOR AND THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION OF THE DEPARTMENT OF COMMERCE

TRUSTEE

[Signature]
U. S. Department of the Interior

[Signature]
Dated

1/18/1994
NATURAL RESOURCE DAMAGE ASSESSMENT FUNDING AGREEMENT

BETWEEN

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GENERAL MOTORS CORPORATION,
REYNOLDS METALS COMPANY,

AND

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THE DEPARTMENT OF THE INTERIOR AND THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION OF THE DEPARTMENT OF COMMERCE

TRUSTEE

National Oceanic and Atmospheric Administration
Natural Resource Trustee
Authorized Official

[Signature]
Dated [Date]

Charles M. Ehler
Director of Oceanography and Marine Assessment
TRUSTEES

Commissioner, New York State
Department of Environmental Conservation

/ /1990
Dated

St. Regis Mohawk Indian Tribe

/ /1990
Dated

U. S. Department of the Interior

/ /1990
Dated

National Oceanic and Atmospheric Administration

/ /1990
Dated

COMPANIES

DiCicco

Aluminum Company of America

Jan. 23 /1990
Dated

General Motors Corporation

/ /1990
Dated

Reynolds Metal Company

/ /1990
Dated
TRUSTEES

Commissioner, New York State
Department of Environmental Conservation

Dated / 1990

St. Regis Mohawk Indian Tribe

Dated / 1990

U. S. Department of the Interior

Dated / 1990

National Oceanic and Atmospheric Administration

Dated / 1990

COMPANIES

Aluminum Company of America

Dated / 1990

General Motors Corporation

Dated 1/25/1990

Reynolds Metal Company

Dated / 1990
NATURAL RESOURCE DAMAGE ASSESSMENT FUNDING AGREEMENT

BETWEEN

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THE DEPARTMENT OF THE INTERIOR AND THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION OF THE DEPARTMENT OF COMMERCE

COMPANY

[Signature]

Raymonds Metals Company
Harry V. Helton
Executive Vice President
Metals and Raw Materials

Dated 1/3/1991
EXHIBIT A

A. Upon approval by all Trustees, the Project Request for Proposals shall be made available to interested contractors to obtain proposals. Proposals must include a proposed schedule for performance, a description of the major elements of the project and an estimated cost for the performance of each element.

B. After the award of the contract, a budget will be prepared for the project that will include the estimated monthly expenditures through the course of the project.

C. The contractor will prepare bimonthly reports on the progress of each major element of the project, the status of the budget (including any expected cost overruns) and the status of the project schedule.

D. Any changes to the budget that require a total budget increase in excess of ten (10) percent shall require the approval of all Trustees.

E. After authorization from the Trustees for payment of contractor invoices or reimbursement of Trustee Oversight Costs, appropriate disbursements and expenditures from the Escrow Account shall be authorized from the depository institution by the Administrative Trustee.

F. All contractor invoices and requests for reimbursement of Trustee Oversight Costs shall be fully supported by accompanying documentation, including, but not limited to;

(1) bi-monthly summaries that list, according to the day services are performed, all personnel, their hourly rates and a description of their activities,

(2) receipts for reimbursable expenses,

(3) a list of any supplies purchased and their costs, and

(4) a description of any additional charges.

G. The Administrative Trustee shall provide all Trustees and the Companies with a bi-monthly compilation of all documents related to items A through F. The Escrow Agent shall be instructed to provide all Trustees and the Companies a monthly statement of the balance of the MRE Account.
EXHIBIT P

TRUSTEE/TECHNICAL REPRESENTATIVES

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