St. Lawrence Environment Natural Resource Escrow Account Agreement

Between

Aluminum Company of America, General Motors Corporation Reynolds Metals Company

and

Marine Midland Bank, N.A.

I.

Introduction

This Agreement by and between Aluminum Company of America, General Motors Corporation, Reynolds Metals Company (hereinafter "Funding Companies"), and the Marine Midland Bank, N.A. hereinafter "Bank") is entered into to establish an escrow account for the payment of costs and expenses submitted to the Bank on behalf of the Natural Resource Damage Trustees (State of New York, St. Regis Mohawk Indian Tribe, National Oceanic and Atmospheric Administration (NOAA), and the United States Department of the Interior (USDOI) (hereinafter "Trustees") for expenses in developing a Natural Resource Damage Assessment Plan.

II.

Establishment of Account

There is hereby established the "St. Lawrence Environment Natural Resource Escrow Account" (hereinafter the "Account") which shall be funded in the total amount of $600,000 by $200,000 contribution by each of the Funding Companies.

The Bank will be the escrow agent and the Account is established for the purpose of paying costs and expenses of the Trustees to develop a Natural Resource Damage Assessment Plan for the St. Lawrence Environment and for payment of annual fees which shall be drawn from the Escrow Funds.

III.

Investment of Funds

The Bank shall invest funds deposited into the Account in a Federal non-taxable money market fund or other investment (Grade A or better), including but not limited to Mariner Funds at its absolute discretion. All interest or dividend income or gains
("Income") upon any such investment shall be made a part of the Escrow Funds. Any loss realized upon any such investment shall be charged to the Escrow Funds. The Escrow Agent shall maintain accounts of all contributions, income and loss, as provided herein.

IV.

Additional Payments Into the Fund

The Funding Companies will have the option of paying additional funds into the Account at the request of the Trustees and such funds shall be received by the Bank and treated as originally deposited funds.

V.

Term of Agreement

This Agreement shall be effective on the first day of March, 1991 and shall continue in full force until,

(A) sixty (60) days after notification by the Trustees that the Natural Resource Damage Assessment Plan has been completed and that no further invoices are contemplated or;

(B) the exhaustion of the Account.

VI.

Fees and Charges

The Bank shall charge the account with the following fees and charges from income if available for the performance of its duties as Escrow Agent under this Agreement:

$4,000.00 per year

$10.00 per check in excess of 30 per year

Such fees shall be in effect for one year from the effective date of this agreement.

VII.

Fees and Expenses of Custodian

The compensation to which the Bank is entitled shall be evidenced by the above fee schedule, dated and signed, which
becomes a part of this Agreement. The Bank shall provide written notification to the parties in interest of any change in the fee schedule and the effective date of said change. The schedule, as amended, shall become effective unless the Bank receives the written objection of the parties in interest within 30 days of the notification. The Bank shall have a lien against the Account for the unpaid amount of any compensation due it and, in its discretion, may withdraw the same from the Account.

VIII.

Reports and Notices

The Bank shall report on or before the 15th of each month to the Funding Companies and the Trustees the transactions on the Account for the previous month and the balance of funds remaining in the Account. Reports will be provided to:

Aluminum Company of America

Ralph Waechter, Esq.
Legal Department
Aluminum Company of America
1501 Alcoa Building
Pittsburgh, PA 15219

General Motors Corporation

R. William Stephens
Raichle, Banning, Weiss & Stephens
410 Main Street, 2nd Floor
Buffalo, NY 14202-3207

and

Don A. Schiemann, Esq.
General Motors Legal Staff
General Motors Corporation
New Center One Building
3031 West Grand Boulevard
Detroit, MI 48202-3014

Reynolds Metals Company

James McKinnon, Esq.
Law Department
Reynolds Metals Company
Overnight Mail:
6601 West Broad Street
Richmond, VA 23230-1701
IX.

Notwithstanding any other provision of this Agreement, no notice, demand, request or other communication to the Bank in connection herewith shall be binding on the Bank unless it is in writing, is addressed to Marine Midland Bank, N.A., P.O. Box 803, Buffalo, New York 14240, Attention: Bruce J. Glor, and is actually received by the bank at that address.
X.

Payments

The Bank shall pay invoices drawn on the Account for costs (including oversight) and expenses incurred or approved by the Trustees in the development of a Natural Resource Damage Assessment Plan. The Trustees shall submit to the Bank invoices in a form approved by authorized representatives of all four (4) Trustees in sufficient detail to identify the nature of the expenses or the charges. Oversight expenses shall be separately categorized and no payment shall be made for oversight expenses to exceed $150,000 of the original $600,000 funding or more than 25% of overall funding. The Funding Companies shall have no control over the payment or non-payment of invoices.

XI.

Express Powers of Custodian

In the event that the Bank shall be uncertain as to its duties or rights hereunder or shall receive instructions with respect to the Account which in its opinion are in conflict with any provisions of this Agreement, it shall be entitled to hold the assets in the Account pending the settlement of any such controversy by final judgment of a court or courts of competent jurisdiction; or the Bank at its option, may deposit the assets held in the Account in the registry of a court of competent jurisdiction in a proceeding to which all parties in interest are joined.

XII.

Assumption of Custodian

The Bank may assume, and shall be fully protected in assuming, that any certificate, document, instrument or communication received by it under this Agreement is from the party purporting to send it and is genuine in all respects, is consistent with the terms of this Agreement or any related document established hereunder, and does not violate any law or administrative rule or regulation and that any person giving such communication has been duly authorized to do so. If multiple parties in interest are party to this Agreement, written communications to the Bank from the parties in interest shall be signed by all of the parties in interest unless the parties in interest have authorized an agent to act on their behalf in a written instrument delivered to the Bank.
XIII.

Retention of Advisors; Bank Not Required to Institute or Defend Lawsuits

The Bank may consult with and obtain advice from legal counsel in the event of any dispute or question as to its duties under this Agreement, and it shall incur no liability in acting pursuant to or relying upon the instructions of such counsel. The Bank shall not be required to institute legal proceedings of any kind under this Agreement and shall not be required to defend any legal proceedings which may be instituted against it (except for claims of intentional wrongful acts or gross negligence) in respect to the subject matter of this Agreement, but shall be indemnified and held harmless by the Funding Companies for all costs and expenses of any such defense (except any such defense of a claim of intentional wrongful act or gross negligence), if undertaken. In the event that a dispute should arise between the Funding Companies and the Trustees concerning the Account which requires the Bank to appear in any court, then, and in that event only, reasonable attorneys fees of the Bank will be paid by the Funding Companies.

XIV.

Excess Funds

Within sixty (60) days of receipt by the Bank of notification by the Trustees that the Natural Resource Damage Assessment Plan has been completed any and all funds remaining in the Account will be returned to the Funding Companies on a pro rata basis.

XV.

Responsibility of Custodian

The obligations of the Bank with respect to the Account shall be determined in accordance with this Agreement. The Bank shall not be responsible in any manner for the validity or sufficiency of any property delivered hereunder, or for the value or collectability of any note, check or other instrument so delivered, or for any representations made or obligations assumed by any party other than the Bank. Nothing herein contained shall be deemed to obligate the Bank to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Bank pursuant to this Agreement. The Bank shall not be liable for any action taken or omitted hereunder except in the case of its gross negligence or intentional wrongful act.
XVI.

Indemnification

The Funding Companies shall indemnify and hold the Bank harmless from any and all losses or damages that may be incurred by the Bank arising out of or in connection with its entering into this Agreement and carrying out its duties under this Agreement and the Bank shall only be liable for an intentional wrongful act or gross negligence with respect to its duties under this Agreement.

XVII.

Resignation

The Bank may at any time resign hereunder by giving written notice of its resignation to the other parties hereto at least 15 calendar days prior to the date specified for such resignation to take effect, and upon the effective date of such resignation, all property in the Account shall be delivered by it to a successor escrow agent appointed by the other parties hereto, whereupon all obligations of the Bank hereunder shall cease and terminate. If no successor escrow agent is appointed, the Bank's sole responsibility shall be to keep safely the Account then held by it and to deliver the same to a person designated by the other parties hereto or in accordance with the direction of a final order or judgment of a court of competent jurisdiction, provided, however, that the Bank shall be under no duty to give the property then held by it any greater degree of care than it gives to its own similar property.

XVIII.

Entire Agreement

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understanding (written or oral) of the parties in connection herewith.

XIX.

Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, cannot be changed or terminated orally and shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.
Funding Companies

Authorized Representative
Aluminum Company of America

Authorized Representative
General Motors Corporation

Authorized Representative
Reynolds Metals Company

Screww Agent

Authorized Representative
Marine Midland, N.A.

Date

Date

3/8/91

Date

Date
Funding Companies

Joseph D. Quattrone
Authorized Representative
Aluminum Company of America

Brian C. Stephenson
Authorized Representative
General Motors Corporation

Authorized Representative
Reynolds Metals Company

Escrow Agent

Authorized Representative
Marine Midland, N.A.

March 8, 1991

March 11, 1991

March 12, 1991