ESCROW AGREEMENT

ST. LAWRENCE-MASSENA NATURAL RESOURCE DAMAGE COOPERATIVE ASSESSMENT ESCROW

BETWEEN

ALCOA, INC.,
GENERAL MOTORS CORPORATION,
REYNOLDS METALS COMPANY

AND

MANUFACTURERS AND TRADERS TRUST COMPANY

I. INTRODUCTION

This Agreement by and between ALCOA, Inc., General Motors Corporation, and Reynolds Metals Company (hereinafter "Funding Companies") and the Manufacturers and Traders Trust Company (hereinafter "Escrow Agent") is entered into to establish an escrow account for the payment of costs and expenses submitted to the Escrow Agent by the Natural Resource Damage Trustees (State of New York, St. Regis Mohawk Tribe, National Oceanic and Atmospheric Administration (NOAA), and the United States Department of Interior (DOI) (hereinafter "Trustees").) for reimbursement of reasonable direct costs and expenses incurred by the Trustees in negotiating with the Funding Companies to reach an expedited cooperative assessment of natural resource damages and identification of necessary and appropriate restoration activities, relating to releases of hazardous substances from facilities of the Funding Companies located in or near Massena, New York.

II. ESTABLISHMENT OF ACCOUNT

There is hereby established the St. Lawrence-Massena Natural Resource Damage Cooperative Assessment Escrow (hereinafter "Account") which shall be set up in the amount of $100,000 by the Funding Companies. Manufacturers and Traders Trust Company will be the Escrow Agent and the Account is established for the purpose of reimbursing the reasonable direct and indirect costs and expenses of the Trustees incurred from June 12, 2000 in pursuing an
expedited Natural Resource Damage Cooperative Assessment with the Funding Companies and for the payment of annual fees to the Escrow Agent, which shall be drawn from the Escrow Funds.

III. INVESTMENT OF FUNDS

The Escrow Agent shall invest in sound non-taxable money market funds or other non-taxable investment (Grade A or better), including but not limited to Vision Fund, 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 and such funds shall be received by the Escrow Agent and treated as originally deposited funds.

V. TERM OF AGREEMENT

This Agreement shall be effective on the date of execution by the authorized representative of the Escrow Agent and shall cover expenses incurred from June 12, 2000 forward and shall continue in full force until

(A) sixty (60) days after notification by the Funding Companies that the Natural Resource Damage Cooperative Agreement has been completed or that no further invoices are contemplated; or

(B) the exhaustion of the Account.

VI. FEES AND CHARGES

The Escrow Agent 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:

Acceptance fee -- $250.00

Annual fee -- .05% on the Total Market Value with a minimum annual fee -- $750.00

$10.00 per check
$15.00 per Wire Transfer

$15.00 per Security Transaction

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

VII. FEES AND EXPENSES AND CUSTODIAN

The compensation to which the Escrow Agent is entitled shall be evidenced by the fee schedules set forth above. The Escrow Agent shall provide written notification to the Funding Companies of any change in the fee schedule and the effective date of said change. The schedule, as amended, shall become effective unless the Escrow Agent receives the written objection of the parties in interest within 30 days of the notification. The Escrow Agent 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 Escrow Agent 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:

ALCOA

Kirk J. Gribben
Alcoa, Inc.
100 Technical Drive
Alcoa Center, PA 15069

General Motors Corporation

Don A. Schiemann, Esq.
General Motors Corporation
Legal Staff
Mail Code 482-C24-D24
300 Renaissance Center
P. O. Box 300
Detroit, MI 48265-3000
R. William Stephens, Esq.
Raichle, Banning, Weiss & Stephens
410 Main Street
Buffalo, NY 14202-3702

Reynolds Metals Company
James McKinnon, Esq.
Reynolds Metals
6601 West Broad Street
Richmond, VA 23230

New York State Department of Environmental Protection
Frank Bifera, Esq.
General Counsel
New York State Department of Environmental Protection
Division of Environmental Enforcement
Room 627
50 Wolf Road
Albany, NY 12233-5000

St. Regis Mohawk Tribe
John Privitera, Esq.
McNamee, Lochner, Titus & Williams, P.C.
75 State Street
P. O. Box 459
Albany, New York 12201-0459

U.S. Department of the Interior
Mark Barash, Esq.
Office of the Solicitor
U.S. Department of the Interior
Suite 612
One Gateway Center
Newton Corner, MA 02130
IX. NOTICES

Notwithstanding any other provision of this Agreement, no notice, demand, request or other communication to the Escrow Agent in connection herewith shall be binding on the Escrow Agent unless it is in writing, is addressed to Manufacturers and Traders Trust Company, One M & T Plaza, Buffalo, New York 14203, Attention: John Phillips, and is actually received by the Escrow Agent at that address.

X. PAYMENTS

The Escrow Agent shall pay invoices drawn on the Account for reasonable direct costs and expenses incurred or approved by the Trustees in the development of an expedited Cooperative Assessment with the Funding Companies of natural resource damages allegedly resulting from releases of hazardous substances from facilities of the Funding Companies located in or near Massena, New York. The Trustees will provide appropriate documentation of their costs and expenses when submitting an invoice. The Trustees shall submit to the Escrow Agent 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. Consultants’ fees shall be separately categorized. Indirect (overhead) costs and the legal fees and mail costs of attorneys are not included in the scope of reimbursable Trustee expenses under this escrow agreement. 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 Escrow Agent 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 Escrow Agent, 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 Escrow Agent 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 Escrow Agent 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 Escrow Agent.

XIII. RETENTION OF ADVISORS; ESCROW AGENT NOT REQUIRED TO INSTITUTE OR DEFEND LAWSUITS

The Escrow Agent 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 Escrow Agent 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 Escrow Agent to appear in any court, then, and in that event only, reasonable attorneys fees of the Escrow Agent will be paid by the Funding Companies.

XIV. EXCESS FUNDS

Within sixty (60) days of receipt by the Escrow Agent of notification by the Trustees or the Funding Companies that the Natural Resource Damage Cooperative Assessment has been completed or that no further invoices are contemplated, 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 Escrow Agent with respect to the Account shall be determined in accordance with this Agreement. The Escrow Agent 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 Escrow Agent. Nothing herein contained shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Escrow Agent pursuant to this Agreement. The Escrow Agent 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 Escrow Agent harmless from any and all losses or damages that may be incurred by the Escrow Agent arising out of or in connection with its entering into this Agreement and carrying out its duties under this Agreement and the Escrow Agent shall only be liable for an intentional wrongful act or gross negligence with respect to its duties under this Agreement.

XVII. RESIGNATION

The Escrow Agent 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 Escrow Agent hereunder shall cease and terminate. If no successor escrow agent is appointed, the Escrow Agent'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 Escrow Agent 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.
Escrow Agent

Manufacturers and Traders Trust Company

[Signature]

Authorized Representative

[Date] 1918 2009