USE RESTRICTION AGREEMENT

This Use Restriction Agreement ("Agreement") is entered into by Alcoa Inc., having offices at 201 Isabella Street, Pittsburgh, PA 15212 and the Ohio Environmental Protection Agency ("Ohio EPA"). This Agreement concerns an approximately 62.5 acre tract of real property owned by Alcoa Inc. ("Owner") and located at 1089 Eastern Avenue, Chillicothe, Ross County, Ohio.

Background

The property owned by Alcoa Inc. located at 1089 Eastern Avenue in Chillicothe, Ohio was formerly the Wearever Aluminum manufacturing facility. From 1948 to 1990, the principal operation at the facility was the production of aluminum-coated cookware and small household appliances. These operations involved stamping, cleaning, coating, painting, and polishing sheet aluminum. As a result of the manufacturing processes, industrial wastes containing, but not limited to, volatile organic compounds (VOCs), metals, and polycyclic aromatic hydrocarbons (PAHs) were released to various areas of the facility. Areas heavily impacted with volatile organic compounds are described as VOC Areas, and areas impacted with metal and PAHs are described a Sludge Disposal Areas.

The Owner entered into Director's Final Findings and Orders with Ohio EPA on May 6, 1993 for the performance of a Remedial Investigation and Feasibility Study. Based on the Feasibility Study, a Decision Document, dated March 9, 1998, was developed which describes the remedy selected for the former Wearever facility. The Owner entered into Director's Final Findings and Orders for remedial design and remedial action in order to implement the final remedy on March 22, 1999. The final remedy includes the following activities for the VOC areas: treatment of soils and ground water with air sparging and soil vapor extraction; groundwater monitoring; and placement of use restrictions on ground water for potable purposes. The final remedy includes the following activities for the Sludge Disposal Areas: consolidation of metals and PAH containing wastes; capping of the consolidated metals containing wastes into the Sludge Consolidation Landfill; and placement of use restrictions on the Sludge Disposal Areas and the Sludge Consolidation Landfill.

For purposes of this Agreement, the Subject Property is the property defined by the "property line" found on the Deed Map dated March 2003, which is attached hereto and incorporated by reference herein. Within the Subject Property, there are three (3) areas with particular use restrictions. Those three areas are: the VOC Area; the Sludge Disposal Area; and the Sludge Consolidation Area. Each of these areas is delineated in Exhibit A.
Now therefore, Owner and Ohio EPA (the "Parties") agree to the following:

1. **Intention of the Parties.** This Agreement touches and concerns the Subject Property in that it is intended to limit the use of the Subject Property and restrict certain activities from occurring on the Subject Property. It is also the intent of the Parties that the covenants, terms, conditions and restrictions of this Agreement be binding upon, and inure to the benefit of, the Parties and continue as a servitude running in perpetuity with the Subject Property. It is the further intention of the Parties that the land use restrictions described herein be enforceable at law or in equity by Ohio EPA against Owner for as long as Owner shall own the Subject Property, and against any Transferee, as defined herein.

2. **Use Restrictions.** As part of the remedial action described in the Decision Document and in consideration for the Director of Ohio EPA's forbearance to require unrestricted land use for the Subject Property,Owner agrees to impose and comply with the following restrictions:
   
   a. **Industrial and Commercial Land Use.** The Sludge Disposal Areas within the Subject Property shall only be used for industrial or commercial land use, as that term is defined in Ohio Administrative Code 3745-300-08(B)(2)(c)(ii) and (iii) (effective October 21, 2002);

   b. **Prohibition Against Groundwater Extraction.** The groundwater underlying the Subject Property or any portion of the Subject Property shall not be extracted for any purpose, potable or otherwise, except for monitoring or remediation of the groundwater;

   c. **Prohibition Against Well Installation.** Wells shall not be installed or removed on the Subject Property without prior written authorization from the Owner and Ohio EPA; and

   d. **Prohibition Against Excavation and Other Activities.** Excavation, filling, grading, building, drilling or mining shall not be undertaken within the Sludge Consolidation Landfill enclosure without prior written authorization from Ohio EPA and the Owner.

3. **Running with the Land.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Owner and the State of Ohio and their successors in interest and assigns and any Transferee, and shall run with the land, subject to termination and modification as described below. The term "Transferee," as used in this Agreement, shall mean any future owner of
any interest in the Subject Property, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

4. **Modification and Termination of the Agreement.** The Owner or a Transferee may request modification or termination of this Agreement by submitting a written petition to the Director of Ohio EPA. Modification means any changes to the Agreement, including the use restrictions outlined in Section 2 above, or the elimination of one or more use restrictions when there is at least one use restriction remaining. Termination means the elimination of all use restrictions in Section 2 and all other obligations under this Agreement. The Director of Ohio EPA will evaluate a request for modification or termination of the Agreement based on a demonstration by the Owner or Transferee that the proposed modification or termination of this Agreement will not pose a risk to public health or safety or the environment.

The Director of Ohio EPA may request modification or termination of this Agreement in the event that the Director determines that risks posed by the Subject Property have substantially changed subsequent to the execution of this Agreement. Nothing in this Agreement shall restrict the Director from exercising any authority under applicable law in order to protect public health or safety or the environment.

This Agreement may only be modified or terminated by a written instrument duly executed by the Director of Ohio EPA and the Owner or the Transferee of the Subject Property or portion of the Subject Property, as applicable. Within thirty (30) days of executing a modification or termination of this Agreement, the Owner or Transferee shall record such modification or termination with the Ross County Recorder’s Office, and shall provide a true copy of the recorded modification or termination to Ohio EPA.

5. **Enforcement.** Compliance with this Agreement may be enforced by a legal or equitable action brought in a court of competent jurisdiction by either Party to this Agreement. The use restrictions contained in Section 2 of this Agreement may be enforced by the Owner, the Director of Ohio EPA or his representative and any other party with legal standing by bringing a legal or equitable action in a court of competent jurisdiction. Failure to timely enforce compliance with this Agreement or the use restrictions contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party’s right to take action to enforce any non-compliance.

6. **Restatement of Use Restriction upon Conveyance.** Each instrument hereafter conveying any interest in the Subject Property or any portion of the Subject Property shall contain a restatement of the use restrictions contained in Section 2 of this Agreement, and provide the recorded location of this Agreement. The restatement shall be substantially in the following form:
THE INTEREST CONVEYED HEREBY IS SUBJECT TO A USE
RESTRICTION AGREEMENT, DATED__________, 200__, RECORDED IN
THE DEED OR OFFICIAL RECORDS OF THE ________ COUNTY
RECORDER ON__________, 200__, IN [DOCUMENT ___, or BOOK ___,
PAGE ___,] IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF
OHIO. THE AGREEMENT CONTAINS THE FOLLOWING USE
RESTRICTIONS: [Insert the language of the use restrictions exactly as it
appears in Section 2 of the Agreement.]

7. Authority. Owner hereby covenants and warrants to and with the State of Ohio the
following: that the Owner is lawfully seized in fee simple of the Subject Property;
that the Owner has a good and lawful right and power to sell and convey it or any
interest therein; that the Owner has identified and notified all other parties that hold
any interest (e.g., encumbrance) in the Subject Property; that the use restrictions
contained herein are compatible with such interests held by all other parties; and
that the Owner will forever defend the title and quiet possession of the Subject
Property.

8. Severability. If any provision of this Agreement is found to be unenforceable in any
respect, the validity, legality, and enforceability of the remaining provisions shall not
in any way be affected or impaired.

9. Governing Law. This Agreement shall be governed by and interpreted in
accordance with the laws of the State of Ohio.

10. Effective Date. The effective date of this Agreement shall be the date upon which
both the Owner and Ohio EPA have signed the Agreement.

The undersigned representative of Owner represents and certifies that he/she is authorized
to execute this Agreement.

IT IS SO AGREED:

ALCOA INC.

[Signature]
Robert S. Bear
Director, Remediation Operations

04-15-04
Date
Former Wearever Facility, Chillicothe, Ross County, OH
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Commonwealth of Pennsylvania : ss
County of Allegheny : 

Before me, a notary public, in and for said county and commonwealth, personally appeared Robert S. Bear, Director of Remediation Operations and a duly authorized representative of Alcoa Inc., who acknowledged to me that he did execute the foregoing instrument on behalf of Alcoa Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15th day of April, 2003.

[Signature]
Notary Public

[Notarial Seal]

Ohio Environmental Protection Agency

[Signature]
Christopher Jones, Director

[Signature]
Joseph Koncelik

[Signature]
Date
10/24/04
May 24, 2004

Pete Swallow
Alcoa Inc.
201 Isabella Street
Pittsburgh, PA 15212-5858

Re: Use Restriction Agreement for Wearever Site, Chillicothe, Ross County, OH

Dear Pete:

Enclosed is the original Use Restriction Agreement executed by Joseph Koncelik, the Assistant Director of the Ohio Environmental Protection Agency (Ohio EPA). The Director of Ohio EPA has a conflict of interest, and therefore, did not sign it. Please provide us with a copy of the Agreement once you have had it recorded with the Ross County Recorder so we can include that in our official records for the site.

Thank you for your cooperation in completing this part of the remedy. Call me at (614) 644-3037 if you have any questions.

Sincerely,

Catherine A. Stroup
Senior Staff Attorney

Enclosure

cc: Kris Vanecko (w/o enc.)