

Patrick H. Quinn

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RECORDER OF DEEDS
ERIE COUNTY, PA.

QUITCLAIM DEED

STATEMENT OF VALUE FILED

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This Quitclaim Deed is made as of June 17, 2005 between KAISER ALUMINUM & CHEMICAL CORPORATION, a Delaware corporation ("Grantor") and GREATER ERIE INDUSTRIAL DEVELOPMENT CORPORATION, a Pennsylvania non-profit corporation ("Grantee").

WITNESSETH, that Grantor, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby release and quit claim to Grantee, its successors and assigns, all of that certain real property which is described on Annex A attached hereto and made a part hereof (the "Property"), together with all appurtenant rights, privileges and easements thereunto belonging.

RESERVING, HOWEVER, to and for the benefit of Grantor, its successors and assigns, a nonexclusive, perpetual easement of ingress and egress on, over, under, through and across the Property, or any portion thereof, upon reasonable advance notice to the owner and/or occupant of the Property, for the purpose of performing any activity required to comply with any directive to the Grantor by the Commonwealth of Pennsylvania Department of Environmental Protection ("DEP"), or any other governmental authority, relating to the investigation or remediation of environmental conditions emanating offsite from the Property; and an easement on, over, under, through and across the Property, or any portion thereof, in order to install, use, maintain, repair or replace any device, equipment or facility required to comply with any directive of DEP or any other governmental authority relating to the investigation or remediation of such environmental conditions. Grantor shall exercise its rights under this easement in a manner, which to the extent reasonably possible, minimizes any interference with any existing commercial or industrial use being conducted on the Property; provided however, in no event shall Grantor be obligated to spend additional funds in order to minimize such interference.

The following covenants and restrictions are hereby imposed upon the Property and each portion thereof:

1. The Property and each portion thereof shall be used solely as non-residential property, as defined under the Pennsylvania Land Recycling and Environmental Remediation Standards Act, the Act of May 19, 1995, P.L. 4, No. 2, 35 P.S. §6026.101 *et seq.* ("Act 2") unless Grantee or any transferee or other owner of the Property demonstrates to DEP that the Property or any portion thereof meets acceptable cleanup standards for residential use under Act 2 and DEP approves such residential use. Neither the Grantee nor any transferee or other owner of all or any portion of the Property shall seek or apply for a zoning or use change, variance, subdivision or other

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discretionary governmental act, approval or permit that would or may be contrary to the foregoing restriction.

2. Subject to Paragraph 4 below, each part or portion of any building, structure, paved surface or protective soil or fill cover, existing on the date hereof or constructed hereafter, which serves as an engineering control to eliminate pathways of exposure to "Pollutants," as defined herein, to meet an Act 2 remediation standard shall not be demolished, removed or modified in a manner that will allow exposure to Pollutants in concentrations or quantities that exceed the risk-based standards of Act 2, unless other measures, proposed to and accepted by DEP, are undertaken to replace the affected engineering control or to otherwise eliminate the unacceptable risk.

3. Groundwater beneath the Property shall not be used for any purpose.

4. Notwithstanding anything in this Deed to the contrary, Grantee agrees that neither it nor any transferee of all or any portion of the Property that encompasses the former wastewater pond on the Property (as more specifically described in Annex B attached hereto) and its associated delivery piping or trenching (the "Former Pond") shall excavate or otherwise disturb the subsurface of the Former Pond except as provided in this Paragraph 4. If Grantee or any transferee of any portion of the Property that encompasses the Former Pond desires to excavate, drill or otherwise disturb the subsurface of the Former Pond it shall notify Grantor in writing in advance, which notice shall include a description of the work proposed to be performed with respect to the Former Pond and evidence that all such work has been approved by DEP and will be undertaken to control or eliminate pathways of exposure to Pollutants. Neither Grantee nor any transferee of all or any portion of the Property that encompasses the Former Pond may commence any work that will disturb the subsurface of the Former Pond until (i) such work has been approved in writing by DEP and (ii) Grantee or such transferee has provided to Grantor financial assurance, in form and amount satisfactory to Grantor, to ensure the full and faithful performance and completion of all such approved work in compliance with all applicable laws, rules and regulations, including Environmental Laws, as defined herein, requirements of DEP, and worker health and safety rules and regulations. Such financial assurance may include, without limitation, a written grant commitment from the Commonwealth of Pennsylvania provided the amount and terms of such grant commitment are sufficient, in Grantor's judgment, to fund the full and faithful performance and completion of such work as provided herein.

5. No activity which causes or is reasonably likely to cause Pollutants to migrate or be discharged or released off the Property shall be performed unless and until (i) prior written notice of the proposed activity is submitted to DEP or other appropriate regulatory authority, together with a plan describing the activity and setting forth worker health and safety requirements and access limitations during the performance of the activity; and (ii) DEP or other appropriate regulatory authority provides written approval of the proposed activity.

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6. Grantee and any transferee or other owner of all or any portion of the Property shall comply with all "Remedial Obligations" and other obligations of Grantee and reusers, respectively, set forth in any Act 2 Consent Order for the Property issued by DEP or other governmental authority, including, without limitation the Consent Order and Agreement entered into by DEP, Grantor, Grantee, Eric Land Holding, Inc. and Accuride-Erie L.P. dated June 17, 2005.

7. Any materials excavated or disturbed on the Property and/or removed from the Property shall be managed, transported and disposed of in compliance with all applicable federal, state, and local laws, regulations and ordinances including, without limitation, those pertaining to occupational safety and health and federal, state and local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives and common law) applicable to Pollution Conditions, including, without limitation, such laws governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, cleanup, removal, abatement or disposal of any actual, alleged or suspected Pollutants (collectively, "Environmental Laws").

8. Grantee, Grantor and any transferee or other owner of all or any portion of the Property (individually, a "Party" and collectively, the "Parties") shall communicate and reasonably cooperate with each other in the conduct of any investigation, assessment, monitoring, remediation, removal, restoration or cleanup of Pollution Conditions (collectively, "Clean-up") at, on, under or about the Property, including, without limitation, reasonably cooperating in good faith with each other in any formal or informal governmental authority proceedings, investigations, requests for information or other action under Environmental Laws. Without limiting the foregoing, the Parties shall reasonably coordinate and cooperate fully in the planning and execution of any Clean-up and shall minimize interference with each other's operations (subject to the understanding that a certain level of interference may be inherent in the performance of Clean-up). The Parties also agree to provide each other copies of any data or other documents relating to Pollution Conditions at the Property, written or electronic, submitted to or received from any governmental authority.

9. No Party shall engage in communications with any governmental authority with the intent to increase, or which such Party in good faith reasonably believes may increase, responsibility of another Party for Clean-up (a "Substantive Communication") without first giving the affected Party reasonable advanced notice of such proposed Substantive Communication, a reasonable opportunity to discuss such proposed Substantive Communication and a reasonable opportunity to participate in such Substantive Communication. Nothing herein shall prohibit any Party from, or require any Party to give advance notice of, communications with a governmental authority concerning routine matters associated with such Party's Clean-up obligations and which

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are not in good faith reasonably believed or intended to increase the responsibility of another Party for Clean-up. It shall not be deemed a violation of this provision or this Deed for any Party, once notice and opportunity to discuss a proposed Substantive Communication has been provided as set forth above, to advocate a position or interpretation of fact or law which it in good faith maintains in discussions or negotiations with any governmental authority.

10. Except to the extent expressly inconsistent with legally enforceable orders of a governmental authority or applicable Environmental Laws, and to the extent any Party must obtain approval from a governmental authority to conduct any Clean-up on or about the Property, the Parties agree that they will seek approval for such Clean-up to be, (a) in accordance with legally enforceable orders of governmental authorities and applicable Environmental Laws, (b) unless otherwise required by an order of a governmental authority or under applicable Environmental Laws, (i) consistent with and in respect of, and no more stringent than would be required in light of, the Property's classification as a Special Industrial Area under Act 2, (ii) technically feasible and practicable; (iii) both cost-effective and the least costly; (iv) based on customary and accepted engineering practices; (v) based on a risk-based assessment of harm to human health or the environment with a preference for remedies that (X) minimize disturbance of Pollution Conditions, (Y) manage any Pollution Conditions in place, and (Z) provide for the management of Pollutants or other materials of concern within the boundaries of the Property; (vi) in compliance with the restrictions and limitations on use set forth in this Deed; (vii) based upon the advocacy of and agreement to additional institutional controls to the maximum extent possible; and (viii) conducted to attain cleanup standards appropriate for industrial or non-residential-style commercial use of the Property and not to attain more stringent cleanup standards.

11. If any Party plans to conduct activities at or downgradient of the Property (i) that disturb the soil more than two (2) feet below the surface or involve the removal of groundwater by pumping or other means and (ii) that will or could reasonably be expected to alter the existing groundwater hydraulic gradient conditions of the Property and the concentrations or flow of any Pollutants that are migrating or may have the potential to migrate beyond the Property boundary, then such Party shall provide to the other Parties reasonable advanced notice of its plan to conduct such activities and a reasonable opportunity to discuss and comment on such activities. Any Party that alters the concentrations or flow of Pollutants on, at, under or emanating to or from the Property, whether as a result of a change in the groundwater hydraulic gradient conditions of the Property or otherwise, shall be responsible for the incremental additional Clean-up cost, if any, caused by such alteration. The Party that is claiming that there has been an alteration in the concentrations or flow of any Pollutants has the burden of proving by a preponderance of the evidence that such alteration is due to the activities of another Party, and has the burden of proving by a preponderance of the evidence that the additional Clean-up is caused by such alteration.

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All notices, demands, deliveries and communications under this Deed shall be in writing and shall be sent by (i) first class, registered or certified U.S. mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight carrier, (iii) facsimile (provided the original notice is also sent via a nationally recognized overnight carrier on the next business day and received within three business days from deposit with the carrier); or (iv) personal delivery. All notices shall be deemed to have been given three (3) business days following deposit of first class, registered or certified U.S. mail, one (1) business day following deposit with a nationally recognized overnight carrier, or upon receipt by facsimile or personal delivery, whichever occurs first. All notices shall be addressed to Grantor and Grantee at the address below or to such other address as Grantor or Grantee may designate by notice pursuant to this Paragraph:

To Grantor:

Kaiser Aluminum & Chemical
Corporation
9141 Interline Avenue, Suite 1A
Baton Rouge, LA 70809
Phone: (225) 231-5116
Fax: (225) 231-5113
Attn: John W. (Bill) Vinzant

with a copy to:

Jones Day
One Mellon Center, 31st Floor
500 Grant Street
Pittsburgh, PA 15219
Phone: (412) 394-7908
Fax: (412) 394-7959
Attn: John W. Ubinger, Jr.

and to:

Kaiser Aluminum & Chemical
Corporation
27422 Portola Parkway, Suite 350
Foothill Ranch, CA 92610-2831
Phone: (949) 614-1740
Fax: (949) 614-1931
Attn: General Counsel

To Grantee:

Greater Erie Industrial Development
Corporation
5240 Knowledge Parkway
Erie, PA 16510
Phone: (814) 899-6022
Fax: (814) 899-0250
Attn: Monica T. Brower, President

with a copy to:

Quinn, Buseck, Leemhuis, Toohey &
Kroto, Inc.
2222 West Grandview Boulevard
Erie, PA 16506
Phone: (814) 833-2222
Fax: (814) 833-6753
Attn: Paul F. Burroughs, Esq.

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Grantee and all subsequent transferees of any right, title or interest in the Property, or any portion thereof, hereby release and forever discharge Grantor and its affiliates, directors, officers, shareholders, employees, trustees, beneficiaries, agents, attorneys, representatives, contractors, successors and assigns from any and all claims, losses, and/or damages relating to, arising from or associated with the Property, including, without limitation, relating to the ownership, occupancy, possession, or control of the Property or any act or omission at or relating to the Property; provided that the foregoing release and discharge shall not apply to any claims, losses, and/or damages which, in whole or in part, are caused by, arise out of, result from or are associated with any acts or omissions after the date of this Deed. As used herein, "claims, losses, and/or damages" is intended to include, but not be limited to matters arising under tort, contract, warranty, regulation, statute, and/or strict liability. Further, as used herein, "claims, losses, and/or damages" is intended to include, but not be limited to matters known or unknown, foreseen or unforeseen, apparent or latent, anticipated or un-anticipated. Finally, as used herein, "claims, losses, and/or damages" is intended to include, but not be limited to proceedings of any type and in any forum; amounts including expenses, costs, and attorneys fees; and, assertions of property damage, economic loss, bodily injury, and/or death.

As used in this Deed, the term "Pollutants" means any solid, liquid, gaseous or thermal, irritant, waste or contaminant, or hazardous or toxic substance, material or waste, including soot, acids, alkalis, or toxic chemicals, solid waste, medical waste and waste material, and/or by-products or progeny thereof. Pollutants include, but are not limited to, all of the following: hazardous wastes or constituents (as defined in Section 1004 of RCRA); hazardous substances (as defined in CERCLA); substances, materials and wastes that are now or become listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency (40 CFR Part 302), and amendments thereto, as hazardous substances; substances, materials and wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); oil or petroleum products; chemical liquids or solid, liquid, or gaseous products; polychlorinated biphenyls ("PCBs"); asbestos or asbestos-containing material; any substances, materials and wastes that are or become defined as a solid waste or toxic or hazardous substance, material, pollutant or contaminant under any existing or future federal, state or local laws, ordinances or regulations, or under any existing or future reported decision of a state, local or federal court; and any substances, materials and wastes, the presence of which requires or may require investigation or remediation under any existing or future statutory or common law theory, all as amended replaced or succeeded.

As used in this Deed, the term "Pollution Conditions" means the presence, disposal, discharge, dispersal, release, escape or migration of any Pollutants (defined above) at, on, above, under, within, or migrating to or from the Property or any portion

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thereof, whether past, present or future, including without limitation the presence or release of any Pollutants in or into the air, soil, groundwater, or surface water at, on, about, above, under, or within the Property, or any portion thereof, any natural resource damages, and any Pollutants that are transported or migrate to or from the Property to or from other property, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

Notwithstanding anything in this Deed or any other document to the contrary, no warranties or representations are made with respect to, and this Deed shall be deemed to be a quitclaim conveyance with respect to, the Property.

The provisions of this instrument touch and concern the Property and shall run with the land. The provisions of this instrument shall be binding upon, and shall inure to the benefit of, the Grantor and Grantee and their respective successors and assigns.

NOTICE--THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVAL ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1959, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

Grantor

Grantee

By: *John M. Donnan*
Name: JOHN M. DONNAN
Title: Vice President & General Counsel

By: *Monica T. Brower*
Name: Monica T. Brower
Title: President & CEO

Attest: *Elizabeth Foster*
Witness Name: ELIZABETH FOSTER
Title:

Attest: *Barry Bossett*
Name: Barry Bossett
Title: Vice President

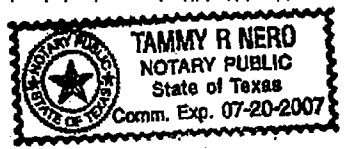
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STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

On this, the 17th day of JUNE, 2005, before me, TAMMY R. NERO, the undersigned officer, personally appeared JERALD H. DONNAN, who acknowledged himself to be the VICE PRESIDENT and GENERAL COUNSEL of Kaiser Aluminum & Chemical Corporation, a Delaware corporation, and that he as such VICE PRESIDENT + GENERAL COUNSEL being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as VICE PRESIDENT + GENERAL COUNSEL.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(SEAL)

TAMMY R. NERO
Print Name
Tammy R. Nero
NOTARY PUBLIC in and for the State
of TEXAS, residing in
HARRIS COUNTY
My commission expires: 7-20-2007

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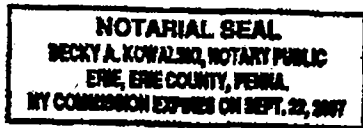
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ERIE)

ss.

On this, the 22nd day of June, 2005, before me, Becky A. Kowalski
_____, the undersigned officer, personally appeared Monica T. Brewer
_____, who acknowledged ~~himself~~ to be the President + CEO
of Greater Erie Industrial Development Corporation, a Pennsylvania non-profit
corporation, and that ~~he~~ as such President + CEO, being authorized to do so,
executed the foregoing instrument for the purposes therein contained by signing the name
of the corporation by ~~himself~~ as President + CEO.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Erie, Pennsylvania, this 22nd day of June, 2005.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Becky A. Kowalski
Print Name
Becky A. Kowalski
NOTARY PUBLIC in and for the State
of Pennsylvania, residing in
Erie County
My commission expires: 9-22-07

(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence address of the Grantee herein is
[Erie Co., Pennsylvania].

5240 Knowledge Parkway
Erie, Pa. 16510

By [Signature]