

From: <Carl.J.Mathis@wellsfargo.com>
To: <sjc7@nrc.gov>
Date: 12/21/05 2:00PM
Subject: Replacement Page for Kennecott Standby Trust Agreement.doc

Stephen:

I don't know what happened to the email I tried to send you last week, but per our phone call I'm resending the replacement page to you. Please reply back to this email (reply to all) to confirm your receipt.

Thanks.....

Carl Mathis
Vice President
Wells Fargo Bank, N.A.
Corporate Trust Services
Telephone: (801) 246-5299

CC: <jack.welch@riotinto.com>

Mail Envelope Properties (43A9A64B.A6F : 0 : 47727)

Subject: Replacement Page for Kennecott Standby Trust Agreement.doc
Creation Date: 12/21/05 1:59PM
From: <Carl.J.Mathis@wellsfargo.com>

Created By: Carl.J.Mathis@wellsfargo.com

Recipients

nrc.gov

OWGWPO01.HQGWDO01
 SJC7 (Stephen Cohen)

riotinto.com

jack.welch CC

Post Office

OWGWPO01.HQGWDO01

Route

nrc.gov
 riotinto.com

Files	Size	Date & Time
MESSAGE	339	12/21/05 01:59PM
TEXT.htm	1568	
Replacement Page for Kennecott Standby Trust Agreement.doc		84480
Mime.822	120528	

Options

Expiration Date: None
Priority: Standard
Reply Requested: No
Return Notification: None

Concealed Subject: No
Security: Standard

becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instruction to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instruction by the NRC to the Trustee shall be in writing, signed by the NRC, or its designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or NRC hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and the instructions from the Grantor or NRC, except as provided for herein.

Section 15. Notice Address for Trustee. The notice address and contact information for the Trustee shall be as follows, or as the Trustee may otherwise notify the Grantor and the NRC in writing:

Wells Fargo Bank, N.A.
ATTN: Corporate Trust Services
299 South Main Street, Twelfth Floor
Salt Lake City, Utah 84111

Phone: (801)246-5299
Fax: (801)246-5996

Section 16. Amendment by Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the NRC, or by the Trustee and the NRC, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the NRC, or by the Trustee and the NRC, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property less final trust administration expenses shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the NRC, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its