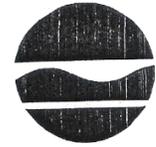


New York State Department of Environmental Conservation
Division of Environmental Remediation
Office of the Director, 12th Floor
625 Broadway, Albany, New York 12233-7011
Phone: (518) 402-9706 • Fax: (518) 402-9020
Website: www.dec.ny.gov



Peter M. Iwanowicz
Acting Commissioner

DEC 31 2010

William J. McFarland
General Motors LLC
30200 Mound Road
Mail Code 480-111-W60
Warren, MI 48090-9010

RE: Site Name: Former General Motors North Tarrytown *East*
Site No.: C360070
Location of Site: 199 Beekman Avenue, Sleepy Hollow, NY

Dear Applicant:

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the Former General Motors North Tarrytown Site.

If you have any further questions relating to this matter, please contact Ben Conlon, Esq., NYSDEC Office of General Counsel, 625 Broadway, Albany, NY 12233-1500 or by email at bxconlon@gw.dec.state.ny.us

Sincerely,

Dale A. Desnoyers
Director
Division of Environmental Remediation

cc w/out att: J. Moras

cc w/att: B. Conlon (E. Armater)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C360070-12-10**

Former General Motors North Tarrytown

DEC Site No.: C360070

Located at: 199 BEEKMAN AVENUE
Westchester County
SLEEPY HOLLOW, NY 10591

Hereinafter referred to as "Site"

by:

General Motors LLC
30200 Mound Road, Warren, MI 48090-9010

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation (the "Department") is authorized to administer the Brownfield Cleanup Program set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Applicant submitted an application to amend the existing Brownfield Cleanup Agreements (Index # A3-0514-0305 and A3-0513-0305) for this site to change the Applicant; which application was received by the Department on December 13, 2010;

WHEREAS, the Department has determined that the Applicant is eligible to participate in the BCP as a participant under this Brownfield Cleanup Agreement and that the amendment should be granted. This determination and agreement shall not be used as a precedent in any other proceeding; and

WHEREAS, this Agreement will supercede the BCA dated May 12, 2005 for the East Parcel, (Index # A3-05 13-0305) designated by the Village of Sleepy Hollow as Tax Section 15, Block 15, Lot 1 and Section 15, Block 7, Lot 11 (the "Site"). Attached as Exhibit "A" is a map of the West and East Parcels.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Applicant Status

The Applicant, General Motors LLC, is participating in the BCP as a Participant as defined in ECL 27-1405(1)(a).

II. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") is the "East Parcel" of the property, designated by the Village of Sleepy Hollow as Tax Section 15, Block 15, Lot 1 and Section 15, Block 7, Lot 11 (the "Site") Attached as Exhibit "A" is a map of the West and East Parcels.

III. Payment of State Costs

Invoices shall be sent to Applicant at the following address:

General Motors LLC
Attn: William J. McFarland
30200 Mound Road
Mail Code 480-111-W60
Warren, MI 48090-9010
william.j.mcfarland@gm.com

In addition to the requirement to pay future state costs as set forth in Appendix "A", within forty-five (45) Days after of receiving an invoice, Applicant shall pay to the Department the sum set forth on such invoice, which sum shall represent reimbursement for past State Costs incurred prior to the effective date of this Agreement. Applicant acknowledges that all past State Costs are not itemized on the cost summary and that additional charges may be billed at a later date for State Costs incurred prior to the effective date of this Agreement.

IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

I. Communication from Applicant shall be sent to:

James Moras
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233
jamoras@gw.dec.state.ny.us

Note: two hard copies (one unbound) of work plans and reports are required, as well as one electronic copy.

Steven Bates (electronic copy only)
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square

547 River Street
Troy, NY 12180-2216
smb02@health.state.ny.us

Note: one bound copy of work plans and reports is required, as well as one electronic copy.

2. Communication from the Department to Applicant shall be sent to:

General Motors LLC
Attn: William J. McFarland
30200 Mound Road
Mail Code 480-111-W60
Warren, MI 48090-9010
william.j.mcfarland@gm.com

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph III.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

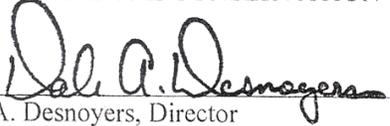
C. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED:

DEC 31 2010

PETER M. IWANOWICZ
ACTING COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:


Dale A. Desnoyers, Director
Division of Environmental Remediation

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, waives Applicant's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

General Motors LLC

By: William J. McFarland

Title: Director

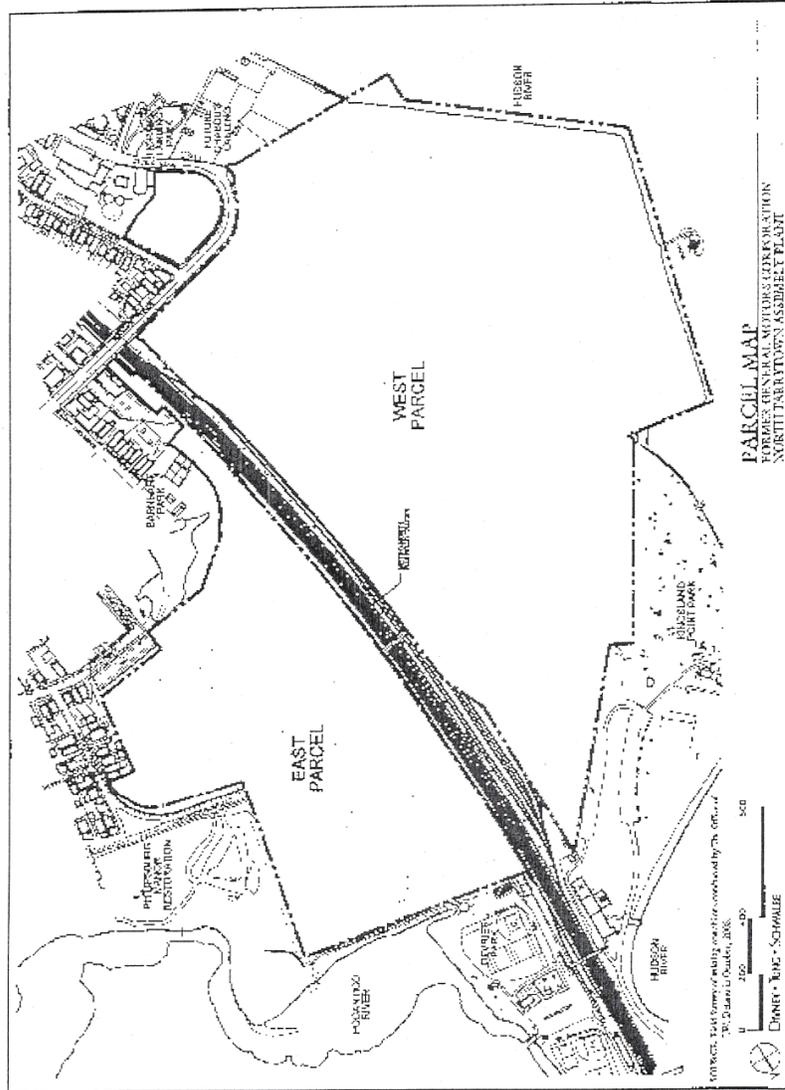
Date: December 29, 2010

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 29th day of December in the year 2010, before me, the undersigned, personally appeared William J. McFarland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Allicia Najor
Signature and Office of individual
taking acknowledgment

ALLICIA NAJOR
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission expires April 3, 2015
Acting in the County of Macomb



APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE