

AGENT AGREEMENT

THIS AGREEMENT, made as of April 12, 2010, by and between the ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, with offices at 275 Oak Street, Suite 150, Buffalo, New York 14203 (the "Agency"), and GENERAL MOTORS LLC, a Delaware limited liability company, with an office at River Road, Tonawanda, New York 14150 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 293 of the Laws of 1970 of the State of New York pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has requested the Agency's assistance with a certain project consisting of: (i) the acquisition of or retention of title to or a leasehold interest in a parcel(s) of land located at 2995 - 2999 River Road (also known as 200 UAW-GM Boulevard), in the Town of Tonawanda, Erie County, New York (the "Land") together with the existing improvements thereon (the "Existing Improvements"), (ii) the construction and/or renovation, expansion, upgrading and equipping of the Existing Improvements of up to an approximately 909,000 square foot modification for the production of engines (collectively, the "Improvements"), and (iii) the acquisition and installation by the Company of certain items of machinery, equipment and other tangible personal property (the "Equipment") and collectively with the Land, the Existing Improvements and the Improvements, the "Project"); and

WHEREAS, the Project as described above shall be undertaken in two phases, with the first phase consisting of the acquisition, construction and/or renovation, expansion, upgrading, equipping and installation by the Company of improvements in the Plant 5 facility to accommodate new equipment and refurbishment of approximately 160,600 square feet of space for the production of engines (the "Phase I Project"); and

WHEREAS, the Company has requested a sales tax exemption package for the Phase I Project, also hereafter referred to as the "Facility"; and

WHEREAS, by Resolution dated April 12, 2010 (the "Resolution"), the Agency authorized the Company to act as its Agent for the purposes of acquiring, constructing and/or equipping the Facility subject to the Company entering into this Agent Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Scope of Agency. The Company hereby agrees to limit its activities as Agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition, construction and equipping of the Facility. The right of the Company to act as Agent of the Agency shall expire on **April 30, 2011**, unless extended as contemplated by the Resolution. The

aggregate amount of work performed as Agent for the Agency shall not exceed the amounts described in the Company's application to the Agency in this matter.

All contracts entered into as Agent for the Agency shall include the following language:

"Except to the extent of bond proceeds (to the extent bonds are issued by Agency with respect to the Phase I Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder."

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Facility:

(a) The Company is a Delaware limited liability company, has the authority to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.

(b) To the best of the Company's actual knowledge, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the actual knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way materially diminish or materially and adversely impact on the Company's ability to fulfill its obligations under this Agreement.

(e) The Company hereby agrees, at its sole cost and expense, to indemnify, protect, defend, and save harmless the Agency, its chief executive officer, directors, members, officers, employees, agents (excluding the Company), representative, successors and assigns (each an "Indemnitee") from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorneys' and experts' fees for attorneys and experts retained by the Indemnitee) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any Indemnitee relating to, resulting from or arising out of (a) the use of the Facility for the storage, treatment, generation,

transportation, processing, handling, production or disposal of any Hazardous Substance in violation of any applicable law or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage, in violation of any applicable law, of petroleum or petroleum based products, (b) the presence or alleged presence of any Hazardous Substance or a release or the threat of a release on, at or from the Facility, in violation of any applicable law (c) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally required investigative, containment, removal, clean-up and other remedial actions with respect to a release or the threat of a release on, at or from the Facility, (d) human exposure to any Hazardous Substance, in violation of any applicable law, to the extent the same arises from the condition of the Facility or the ownership, use, operation, sale, transfer or conveyance thereof, (e) a violation of any applicable environmental law, (f) material non-compliance with any environmental permit, and (g) the designation by the New York State Department of Environmental Conservation, the United States Environmental Protection Agency or any other governmental authority of the Agency as a party responsible or potentially responsible for the remediation of any condition on the Facility (collectively, the "Indemnified Matters"). The Indemnified Matters, with regard to any Indemnitee, shall not include any damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses resulting from any acts on the part of such Indemnitee with regard to the Facility (the "Excluded Matters").

"Hazardous Substance" as used herein means any substance (i) the presence of which requires remediation under any environmental law; or (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", "toxic substance", pollutant or contaminant under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.) as amended and/or the Hazardous Material Transportation Act, as amended (49 U.S.C. Section 1801 et seq.) and/or the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), and/or Articles 15 or 27 of the New York State Environmental Conservation Law, or any other applicable environmental law or any regulations promulgated under any of the foregoing; or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of New York or any political subdivision thereof; or (iv) the presence of which at the Facility causes or threatens to cause a nuisance upon the Facility or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Facility; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated bipheynols (PCBs), asbestos or urea formaldehyde foam insulation.

(f) Any personal property acquired by the Company in the name of the Agency shall be located in the Town of Tonawanda, except for temporary periods during ordinary use.

3. Hold Harmless Provision. Except for the Excluded Matters, the Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors and assigns harmless from and against,

any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Agreement or (ii) liability arising from or expense incurred by the Agency's financing, rehabilitating, renovation, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective executive director, directors, members, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence or breach of this Agreement by or on the part of the Agency or any other person or entity to be indemnified.

4. Insurance Required. Effective as of the date hereof and until the expiration or termination of the right of the Company to act as Agent of the Agency hereunder, the Company shall maintain, or cause to be maintained by its subagent or subcontractors, certain insurance requirements, and paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company; provided such policy of insurance shall not contain a standard co-insurance clause and provided further, such policy shall contain an agreed amount endorsement, or as an alternative to the foregoing, the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well.

(b) Workers' compensation insurance, New York State disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility. Such policy of insurance shall have limits as prescribed by New York State Workers' Compensation Law for employer's liability, or in the alternative, limits of \$1,000,000 in employer's liability coverage.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 3 hereof) and arising from bodily injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident/occurrence on account of bodily injury, including death resulting therefrom, and on account of damage to the property of others, with a \$2,000,000 aggregate amount of coverage, excluding liability imposed upon the Company by any applicable workers' compensation law; \$1,000,000 in Automobile Liability Coverage, and a blanket excess liability policy in the amount not less than \$5,000,000, protecting the Company against any loss or liability or damage for bodily injury or property damage.

5. Additional Provisions Respecting Insurance. (a) The Company shall name the Agency as an additional insured on all General Liability and Automobile Liability policies. The Agency shall be named as a loss payee on the Company's Commercial Property policy. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interests may appear, and (ii) at least thirty (30) days' prior written notice of the cancellation, non-renewal, or expiration thereof to the Company and the Agency. Notwithstanding anything contained herein to the contrary, upon written approval from the Agency, which approval shall not be unreasonably withheld, conditioned or delayed, the Company shall be permitted to self-insure any or all of the coverages set forth above.

(b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Agency on the date hereof. At least ten (10) days prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

(c) All insurance required of the Company shall be primary insurance without any right of contribution from any other insurance carried by the Agency to the extent that such other insurance provides the Agency with contingent and/or excess liability insurance with respect to its respective interest as such in the Phase I Project, and shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) and liability for premiums (which shall be solely a liability of the Company) shall operate in the same manner as if there were a separate policy covering each insured.

(d) All insurance required of the Company shall waive any right of subrogation of the insurers thereunder against any person insured under such policy, and waive any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

6. This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

7. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

To the Agency: Erie County Industrial Development Agency
275 Oak Street, Suite 150
Buffalo, NY 14203
Attn: Al Culliton, CFO

With a copy to: Harris Beach PLLC
726 Exchange Street, Suite 1000
Buffalo, NY 14210
Attn: Robert G. Murray, Esq.

To the Company: General Motors LLC
Mail Code: 482-C16-B-16
P.O. Box 300
Detroit, MI 48265-3000

With a copy to: Phillips Lytle LLP
3400 HSBC Center
Buffalo, NY 14203
Attn: Katherine L. Hesch, Esq.

and a copy to: Phillips Lytle LLP
437 Madison Avenue, 34th Floor
New York, NY 10022
Attn: Milan K. Tyler, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal or state courts located in Erie County, New York.

9. The parties are contemplating that, after any applicable public hearings, the Agency will negotiate and enter into a lease agreement ("Lease Agreement"), leaseback agreement (the "Leaseback Agreement") and payment-in-lieu-of-tax agreement ("PILOT Agreement") with the Company. The Company agrees not to take title to any real property as agent for the Agency until the Lease Agreement, Leaseback Agreement and PILOT Agreement have been executed and delivered. At any time prior to the execution of the Lease Agreement, Leaseback Agreement and PILOT Agreement, the Agency can transfer title to the Company of all assets acquired by the Company as agent for the Agency. Additionally, at any time prior to execution of the Lease Agreement, Leaseback Agreement and PILOT Agreement, the Company can demand that the Agency transfer title to the Company with respect to all assets acquired by the Company as agent for the Agency, provided all amounts owed the Agency have been paid current.

10. By executing this Agent Agreement, the Company covenants and agrees to pay all reasonable fees, costs and expenses incurred by the Agency for (1) legal services, including but


not limited to those provided by the Agency's general counsel or bond/transaction counsel, and (2) other consultants retained by the Agency, if any, in connection with the Phase I Project; in accordance with the terms of the Administrative Fee Agreement between the Company and the Agency. The Agency counsel fees are currently scheduled at **\$18,000** based upon the Company's representations made in its application for Agency assistance and as established in accordance with the Agency counsel fee schedule. The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual and reasonable costs and expenses incurred by the Agency in undertaking the Phase I Project notwithstanding the occurrence of any of (1) the applicant's withdrawal, abandonment, cancellation or failure to pursue the Phase I Project; (2) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Phase I Project; or (3) the Company's failure, for whatever reason, to undertake and/or successfully complete the Phase I Project.

(Remainder of page intentionally left blank)

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

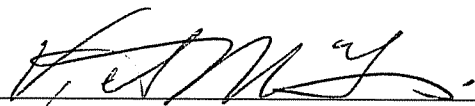
**ERIE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

Dated: 7-21-10

By: 
Name: ~~Karen M. Pata~~ David W. Kerchoff
Its: Assistant Treasurer

GENERAL MOTORS LLC

Dated: 7-16-10

By: 
Name: Victoria McInnis
Title: Chief Tax Officer