

FIRST AMENDMENT TO AGENT AGREEMENT
(Phase I Project)

THIS FIRST AMENDMENT TO AGENT AGREEMENT, dated as of the ^{30th} day of April, 2011, is by and between GENERAL MOTORS, LLC, a Delaware limited liability company, with an office at River Road, Tonawanda, New York 14150 (the "Company") and the ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 143 Genesee Street, Buffalo, New York 14203 (the "Agency").

WITNESSETH:

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 the Agent Agreement (as hereinafter defined); and

WHEREAS, the Agency and the Company entered into that certain Agent Agreement, dated as of April 12, 2010 (the "Agent Agreement"); and

WHEREAS, the Agent Agreement shall expire on April 30, 2011 unless extended as contemplated by the Resolution; and

WHEREAS, the Company and the Agency desire to amend the Agent Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The Agent Agreement is amended as follows:

1. Any references to the sales tax exemption expiration in the Agent Agreement shall be changed from **April 30, 2011** to **April 30, 2012**.

2. Section 9 of the Agent Agreement is hereby deleted in its entirety and replaced with the following:

“The Company agrees not to take title to any real property as agent for the Agency. Upon completion of the acquisition and installation of the Equipment acquired by the Company as agent for the Agency, the Agency shall transfer title to the Equipment to the Company by a bill of sale (the "Bill of Sale") in the form attached hereto as Exhibit A. In addition, at any time prior to completion of the acquisition and installation of the Equipment, the Company can demand that the Agency transfer title to the Company with respect to the Equipment.”

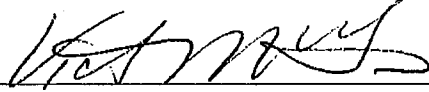
3. A new Exhibit A is attached hereto, and shall be made part of, and incorporated into, the Agent Agreement.

4. Unless otherwise amended pursuant to the terms contained herein, the terms of the Agent Agreement shall remain unchanged.

[The Balance of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company and the Agency have caused this First Amendment to Agent Agreement to be executed in their respective names, all as of the date first above written.

GENERAL MOTORS, LLC

By: 
Name: Victoria McInnis
Title: Chief Tax Officer

ERIE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

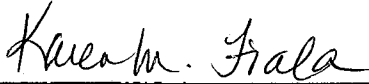
By: 
Name: Karen M. Fiala
Title: Assistant Treasurer

Exhibit A

FORM OF BILL OF SALE

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York with offices at 143 Genesee Street, Buffalo, New York 14203 (the "Grantor"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from GENERAL MOTORS LLC, a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware with offices at River Road, Tonawanda, New York, (the "Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee and its successors and assigns, all those materials, machinery, equipment, fixtures or furnishings (collectively, the "Equipment"), which were acquired by the Grantee as agent for the Grantor pursuant to the Agent Agreement dated as of April 12, 2010 (the "Phase I Project Agent Agreement"), as amended from time to time, whether now owned or hereafter acquired, which Equipment is located or intended to be located at the Grantee's Facility located at 2995-2999 River Road, Tonawanda, New York.

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE'S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT "AS IS," WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. IN THE EVENT OF ANY DEFECT OF DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below on the date indicated beneath the signature of such officer and dated as of the ____ day of _____, 20__.

**ERIE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

Form Only - Do Not Sign

By: _____

Name: Karen M. Fiala

Title: Assistant Treasurer