

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 28th day of Sept, 2011, between Owner GM Components Holdings, LLC, having an office at 200 Upper Mountain Road, Lockport, New York 14094 (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of environmental easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that environmental easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 200 Upper Mountain Road in the City and Town of Lockport, Niagara County, New York 14094, known and designated on the tax map of the County of Niagara Section 108.13, Block 1, Lot 1, being the same as that property conveyed to Grantor by deed dated October 6, 2009 and recorded in the Office of the Niagara County Clerk as Instrument # 2009-19256, within which there is a parcel comprised of approximately 22.683± acres, and hereinafter more fully described in the attached Schedule "A" and on the Survey Map attached as Schedule "B" that was made by McIntosh & McIntosh, P.C. dated May 8, 2008, revised on June 23, 2008, July 3, 2008, November 20, 2008, December 9, 2009, April 7, 2010, March 17, 2011 and March 31, 2011 (the "Controlled Property"), both attached hereto and made a part hereof and

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as

this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of Order On Consent Index Number B9-0553-99-06, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein (“Environmental Easement”).

1. Purposes. Grantor and Grantee acknowledge that the purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land are binding on the Grantor and the Grantor’s successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. The Controlled Property may be used for commercial or industrial use as long as the following engineering controls are employed and the land use restrictions specified below are adhered to :

1. Implement and comply with all elements of the Department-approved Site Management Plan prepared by GZA GeoEnvironmental of New York dated April 2011 and as that plan may be modified by written approval of the Department (“SMP”);
2. Restrict use of groundwater at the Controlled Property as a source of potable or process water without necessary water quality treatment as determined by the Niagara County Department of Health; and
3. Evaluate the potential for vapor intrusion for any buildings developed on the Controlled Property. Provision for mitigation (if determined to be needed by Grantee), such as installation of a vapor barrier and sub-slab vapor system or other engineering controls shall be implemented on all structures on the Controlled Property prior to occupancy; and

B. Grantor shall provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP.

The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor’s assumption of the obligations contained in the SMP which

may include sampling, monitoring, and/or operating a treatment system on the Controlled Property, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. Upon notice of not less than thirty (30) days, the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Regional Remediation Engineer:	or	Site Control Section
Region 9		Division of Environmental Remediation
NYS DEC		NYS DEC
270 Michigan Avenue		625 Broadway
Buffalo, NY 14203-2999		Albany, NY 12233

C. The Controlled Property may not be used for a higher level of use such as unrestricted or restricted residential use and the above-stated controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.

E. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

F. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with the NYSDEC-approved Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated controls and restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Controlled Property, all rights as fee owner of the Controlled Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by, the terms of this Environmental Easement; and

B. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement.

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Controlled Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 13 and 6 NYCRR Part 375 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site No. 9-32-113
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

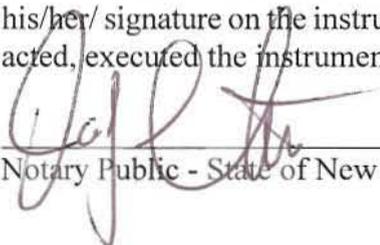
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner

by: 
Dale A. Desnoyers, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
COUNTY OF Albany) ss:

On the 28th day of September, in the year 2011, before me, the undersigned, personally appeared Dale Desnoyers, 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/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

Address: 200 Upper Mountain Road, City of Lockport, Niagara County, New York.
Tax Map No: 108.13 - 1 - 1
Acreage: 22.683 ± acres.

SCHEDULE "A"
ENVIRONMENTAL EASEMENT AREA DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Lockport, County of Niagara, State of New York, and being part of Lots 3 and 4, Township 14, Range 7 of the Holland Land Company Survey, bounded and described as follows:

BEGINNING AT A POINT on the southwest line of Parcel No. 4 as shown on Map No. 4 of lands appropriated by The People of the State of New York for Upper Mountain Road Arterial at a distance of 186.60 feet southeasterly measured along the southwest line of Parcel No. 4 from the northwest corner hereof;

THENCE: The following four (4) courses and distances and along the southwest line of said Parcel No. 4:

1. South 42° - 33' - 00" East 235.90 feet to an angle point;
2. South 34° - 35' - 00" East 266.60 feet to an angle point;
3. South 29° - 31' - 00" East 201.50 feet to an angle point;
4. South 22° - 23' - 00" East 289.88 feet to a point on a non-tangent curve;

THENCE: Southwesterly, along a non-tangent curve to the right having a radius of 380.0 feet, a distance of 55.54 feet to a point of tangency;

THENCE: South 59° - 50' - 59" West a distance of 85.46 feet to a point of curvature;

THENCE: Southwesterly, along a curve to the right having a radius of 1020.0 feet, a distance of 180.95 feet to a point of tangency;

THENCE: South 77° - 10' - 53" West a distance of 162.57 feet to a point;

THENCE: North 71° - 50' - 15" West a distance of 1118.22 feet to a point;

THENCE: North 08° - 42' - 07" West a distance of 257.63 feet to a point said point being also on a southerly wall of Building No. 8;

THENCE: North 81° - 27' - 09" East, along said southerly wall of Building No. 8, a distance of 102.26 feet to a corner thereof;

THENCE: North 35° - 13' - 09" East a distance of 211.30 feet to a point;

THENCE: North 73° - 47' - 46" East a distance of 833.02 feet to the POINT OR PLACE OF BEGINNING.

