



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Mitchell E. Daniels, Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

Mr. Robert W. Hare
Cleanup Manager
RACER Trust
2930 Ecorse Road
Ypsilanti, MI 48198

March 26, 2012

Dear Mr. Hare:

Re: Class 1 Permit Modification with Prior Approval
RACER Trust - Closed Surface Impoundment
Indianapolis, Indiana
INR 000 021 436

IDEM received your February 28, 2012 Class 1 Permit Modification request (VFC # 65192699), which requires prior approval. This modification is for the transfer of the permit from Motors Liquidation Company to RACER Trust and changes to the ground water monitoring schedule.

Your permit modification request is approved as submitted, and the revised pages of your modified hazardous waste permit are enclosed.

The following sections of the permit have been modified:

- Standard, General, Landfill, and Ground Water Monitoring Conditions;
- Attachment A, Facility Description;
- Attachment B, Post Closure Inspection Requirements;
- Attachment C, Post Closure Plan;
- Attachment D, Ground Water Monitoring;
- Table 5 and Table 5a (Intentionally Left Blank);
- Replace Appendix B with Property Funding Account Documentation;
- Replace Appendix E with revised Contingency Plan;
- Include Industrial Discharge Permit Termination Letter in Appendix G;
- Replace Appendix H, Sampling and Analysis Plan; and
- Add Appendix K, 2012 Budget Authorization Documentation.

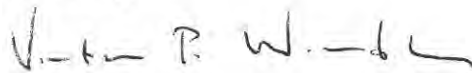
If you or any other aggrieved party wish to appeal the revised language, you must file a Petition for Administrative Review. Please see the enclosure for information regarding the appeal process.

Within 90 days after the change is put into effect, you must send a notice of the modification to all persons on your facility mailing list and to local government units (40 CFR 270.42(a)). Please also send a copy of the notification to Glynda Oakes at goakes@idem.IN.gov.

Your facility mailing list was recently updated. Many "interested parties" now accept e-mailed notices, allowing you to reduce postage costs. To receive your updated mailing list, please contact Glynda Oakes at goakes@idem.IN.gov or (317) 233-1052.

If you have questions, please contact Jennifer Reno at jreno@idem.in.gov or (317) 234-8243.

Sincerely,

A handwritten signature in black ink, appearing to read "Victor P. Windle".

Victor P. Windle, Chief
Hazardous Waste Permit Section
Permits Branch
Office of Land Quality

jar

Enclosure

cc: Jim Risch, Office of Land Quality (with enclosure)
Harold Templin, Office of Land Quality (with enclosure)
Shyamala Raman, Office of Land Quality (with enclosure)

What if you are not satisfied with this decision and you want to file an appeal?

Who may file an appeal?

The decision described in the accompanying Notice of Decision may be administratively appealed. Filing an appeal is formally known as filing a “Petition for Administrative Review” to request an “administrative hearing”.

If you object to this decision issued by the Indiana Department of Environmental Management (IDEM) and are: 1) the person to whom the decision was directed, 2) a party specified by law as being eligible to appeal, or 3) aggrieved or adversely affected by the decision, you are entitled to file an appeal. (An aggrieved or adversely affected person is one who would be considered by the court to be negatively impacted by the decision. If you file an appeal because you feel that you are aggrieved, it will be up to you to demonstrate in your appeal how you are directly impacted in a negative way by the decision.)

The Indiana Office of Environmental Adjudication (OEA) was established by state law - see Indiana Code (IC) 4-21.5-7 - and is a separate state agency independent of IDEM. The jurisdiction of the OEA is limited to the review of environmental pollution concerns or any alleged technical or legal deficiencies associated with the IDEM decision making process. Once your request has been received by OEA, your appeal may be considered by an Environmental Law Judge.

What is required of persons filing an appeal?

Filing an appeal is a legal proceeding, so it is suggested that you consult with an attorney. Your request for an appeal must include your name and address and identify your interest in the decision (Or, if you are representing someone else, his or her name and address and their interest in the decision). In addition, please include a photocopy of the accompanying Notice of Decision or list the permit number and name of the applicant, or responsible party, in your letter.

Before a hearing is granted, you must identify the reason for the appeal request and the issues proposed for consideration at the hearing. You also must identify the permit terms and conditions that, in your judgment, would appropriately satisfy the requirements of law with respect to the IDEM decision being appealed. That is, you must suggest an alternative to the language in the permit (or other order, or decision) being appealed, and your suggested changes must be consistent with all applicable laws (See Indiana Code 13-15-6-2) and rules (See Title 315 of the Indiana Administrative Code, or 315 IAC).

The effective date of this agency action is stated on the accompanying Notice of Decision (or other IDEM decision notice). If you file a “Petition for Administrative Review” (appeal), you may wish to specifically request that the action be “stayed” (temporarily halted) because most appeals do not allow for an automatic “stay”. If, after an evidentiary hearing, a “stay” is granted, the IDEM-approved action may be halted altogether, or only allowed to continue in part, until a final decision has been made regarding the appeal. However, if the action is not “stayed” the IDEM-approved activity will be allowed to continue during the appeal process.

(See reverse side)

Where can you file an appeal?

If you wish to file an appeal, you must do so in writing. There are no standard forms to fill out and submit, so you must state your case in a letter (called a petition for administrative review) to the Indiana Office of Environmental Adjudication (OEA). Do not send the original copy of your appeal request to IDEM. Instead, send or deliver your letter to:

**The Indiana Office of Environmental Adjudication
100 North Senate, Room N501E
Indianapolis, Indiana 46204**

If you file an appeal, also please send a copy of your appeal letter to the IDEM contact person identified in the Notice of Decision, and to the applicant (person receiving an IDEM permit, or other approval).

Your appeal (petition for administrative review) must be received by the Office of Environmental Adjudication in a timely manner. The due date for filing an appeal may be given, or the method for calculating it explained, on the accompanying Notice of Decision (NOD). Generally, appeals must be filed within 18 days of the mailing date of the NOD. To ensure that you meet this filing requirement, your appeal request must be:

- 1) Delivered in person to OEA by the close-of-business on the eighteenth day. (If the 18th day falls on a day when the Office of Environmental Adjudication (OEA) is closed for the weekend or for a state holiday, then your petition will be accepted on the next business day on which OEA is open.), or
- 2) Given to a private carrier who will deliver it to the OEA on your behalf (and from whom you must obtain a receipt dated on or before the 18th day), or
- 3) For those appeal requests sent by U.S. Mail, your letter must be postmarked by no later than midnight of the 18th day, or
- 4) Faxed to the OEA at 317/233-9372 before the close-of-business of the 18th day, provided that the original signed "Petition for Administrative Review" is also sent, or delivered, to the OEA in a timely manner.

What are the costs associated with filing an appeal?

The OEA does not charge a fee for filing documents for an administrative review or for the use of its hearing facilities. However, OEA does charge a fifteen cent (\$.15) per page fee for copies of any documents you may request. Another cost that could be associated with your appeal would be for attorney's fees. Although you have the option to act as your own attorney, the administrative review and associated hearing are complex legal proceedings; therefore, you should consider whether your interests would be better represented by an experienced attorney.

What can you expect from the Office of Environmental Adjudication (OEA) after you file for an appeal?

The OEA will provide you with notice of any prehearing conferences, preliminary hearings, hearings, "stays," or orders disposing of the review of this decision. In addition, you may contact the OEA by phone at 317/232-8591 with any scheduling questions. However, technical questions should be directed to the IDEM contact person listed on the Notice of Decision.

Do not expect to discuss details of your case with the OEA other than in a formal setting, such as a prehearing conference, a formal hearing, or a settlement conference. The OEA is not allowed to discuss a case without all sides being present. All parties to the proceeding are expected to appear at the initial prehearing conference.

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
HAZARDOUS WASTE POST-CLOSURE PERMIT

Name of Permittee: RACER Trust

Facility Location: 2701 West Raymond Street, Indianapolis, IN

EPA Identification Number: INR000021436

Issuance Date: January 26, 2007

Expiration Date: February 16, 2017

Date Modified	Modification Type	Description of Modification
March 2012	Class 1 Prior Approval	Transfer of Ownership
March 2012	Class 1 Prior Approval	Groundwater Monitoring Schedule

Authorized Activities

Pursuant to Indiana Environmental Statutes (IC 13) and the rules promulgated thereunder and codified in Title 329 of the Indiana Administrative Code, Article 3.1 (329 IAC 3.1), the State permit conditions (hereinafter called the permit) of the Resource Conservation and Recovery Act of 1976 (RCRA) permit are issued to RACER Trust (hereinafter called the Permittee) to maintain and monitor a closed hazardous waste landfill located at 2701 West Raymond Street, Indianapolis, Indiana, Section 21, Township 15N, Range 3E at latitude 39° 45' 55" N and longitude 086° 12' 50" W, Maywood, Indiana Quadrangle, on the U.S. Geological Survey topographic map.

The State RCRA program is authorized under 40 CFR Part 271 and Section 3006 of RCRA to administer the hazardous waste management program in lieu of the Federal program.

The Permittee operated a hazardous waste surface impoundment which through closure was converted to a landfill. The legal status of the unit thereafter is that of a landfill, however, the past status of the unit may still be referenced for clarity.

The Permittee is required to maintain and monitor the closed landfill for the duration of this permit.

Federal regulations 40 CFR Parts 260 through 270 have been incorporated by reference. Where exceptions to incorporated Federal regulations are necessary, these exceptions will be noted in the text of the State rule (329 IAC 3.1-1-7).

Applicable Regulations

The conditions of this post-closure permit were developed in accordance with the following applicable provisions of 329 IAC 3.1:

- ID & Listing of Hazardous Waste: 329 IAC 3.1-6, 40 CFR 261
- Standards for Owners and Operators of Treatment, Storage, and Disposal Facilities: 329 IAC 3.1-9, 40 CFR 264 Subpart A
- General Facility Standards: 329 IAC 3.1-9, 40 CFR 264 Subpart B
- Ground Water Protection: 329 IAC 3.1-9, 40 CFR 264 Subpart F
- Post-Closure: 329 IAC 3.1-9, 40 CFR 264 Subpart G
- Financial Requirements: 329 IAC 3.1-15
- Landfills: 329 IAC 3.1-9, 40 CFR 264 Subpart N
- Corrective Action for Solid Waste Management Units: 329 IAC 3.1-9, 40 CFR 264 Subpart S
- Hazardous Waste Permit Programs: 329 IAC 3.1-13, 40 CFR 270 Subparts A, B, C, and D
- Inspection and Investigation: 329 IAC 3.1-1-3 and 329 IAC 3.1-1-4
- Enforcement: 329 IAC 3.1-1-5

Permit Approval

The Permittee must comply with all terms and conditions of this permit. This permit consists of the conditions contained herein (including those in any attachments) and the applicable rules and requirements contained in 329 IAC 3.1 and 40 CFR 260 through 270 as specified in the permit. Applicable rules are those which are in effect on the date of issuance of this permit. (See 329 IAC 3.1-13; 40 CFR 270.32)

This permit is based on the assumption that the information submitted in the permit application attached to the Permittee's letter dated October 26, 2005, and any subsequent amendments (hereafter referred to as the application) is accurate and that the facility has been or will be constructed and/or operated as specified in the application. Any inaccuracies found in the application may be grounds for the modification, revocation and reissuance, or termination of this permit (329 IAC 3.1-13-7), and potential enforcement action. The Permittee must inform the Indiana Department of Environmental Management (IDEM) of any deviation from, or changes in, the information in the application which would affect the Permittee's ability to comply with the applicable rules or permit conditions.

Pursuant to IC 13-15-5-3 and IC 4-21.5-3-5(f), this permit takes effect fifteen (15) days from receipt of this notice. If you wish to challenge this decision, IC 13-15-6-1 and IC 4-21.5-3-7 require that you file a Petition for Administrative Review. If you seek to have the effectiveness of the permit stayed during administrative review, you must also file a Petition for Stay. The petition(s) must be submitted to the Office of Environmental Adjudication, Government Center North, Room 1049, 100 North Senate Avenue, Indianapolis, Indiana 46204, within fifteen (15) days after your receipt of this notice. The petition(s) must include facts demonstrating that you are either the applicant, a person aggrieved or adversely affected by the decision, or otherwise entitled to review by law. Identifying the permit, decision, or other order for which you seek review by permit number, name of the applicant, location, or date of this notice will expedite review of the petition. Additionally, IC 13-15-6-2 requires that a Petition for Administrative Review must include:

1. The name and address of the person making the request.
2. The interest of the person making the request.
3. Identification of any persons represented by the person making the request.
4. The reasons, with particularity, for the request.
5. The issues, with particularity, proposed for consideration at the hearing.
6. Identification of the terms of the permit which, in the judgment of the person

making the request, would be appropriate in the case in question to satisfy the requirements of the law governing licenses of the type granted or denied by the Commissioner.

Pursuant to IC 4-21.5-3-1(f), any document serving as a petition for review or review and stay must be filed with the Office of Environmental Adjudication. Filing of such a document is complete on the earliest of the following dates:

1. the date on which the petition is delivered to the Office of Environmental Adjudication, Government Center North, Room 1049, 100 North Senate Avenue, Indianapolis, Indiana 46204;
2. the date of the postmark on the envelope containing the petition, if the petition is mailed by United States mail; or
3. the date on which the petition is deposited with a private carrier, as shown by a receipt issued by the carrier, if the petition is sent by private carrier.

The portions of the permit for which a Petition for Stay has been filed will take effect at the expiration of the additional fifteen (15) day period unless or until an Environmental Law Judge stays the permit in whole or in part. This permit shall remain in effect until ten (10) years from the effective date unless revoked and reissued, modified, or terminated (329 IAC 3.1-13-7), or continued in accordance with IC 13-15-6-3.

This permit terminates and supersedes any other State hazardous waste management permit.

Issued this _____ day of February, 2010.

By: _____
Thomas E. Linson, Chief
Permits Branch
Office of Land Quality

RACER Trust
Indianapolis, Indiana

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I. STANDARD CONDITIONS

A. EFFECT OF PERMIT

The Permittee is authorized to maintain and monitor disposed hazardous waste in accordance with the conditions of this State hazardous waste management post-closure permit. Any management of hazardous waste not authorized in this permit or the regulations is prohibited.

Pursuant to 329 IAC 3.1 and 40 CFR 260 through 270 (for HSWA Provisions), compliance with the conditions of this RCRA Permit generally constitutes compliance for purposes of enforcement, with the Indiana Environmental Management Act and RCRA, as amended by HSWA, except for those requirements not included in the Permit which become effective by statute, or which are promulgated under 329 IAC 3.1 and 40 CFR Section 260 through 270, restricting the placement of hazardous wastes in or on the land. Issuance of this permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State, or local laws or regulations. Compliance with the terms of this permit does not constitute a defense to any Order issued or any action brought under Section 3013 or Section 7003 of RCRA; Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et. seq.), commonly known as CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. 9606(a)), commonly known as SARA, or any other law providing for protection of public health or the environment. 329 IAC 3.1-13; 40 CFR 270.4; IC 13

B. PERMIT ACTIONS

This permit may be modified, revoked and reissued, or terminated for cause as specified in 329 IAC 3.1-13-7. The filing of a request by the Permittee for a permit modification, revocation and reissuance, or termination, or the notification of planned changes or anticipated noncompliance on the part of the Permittee does not stay the applicability or enforceability of any permit condition.

C. SEVERABILITY

The provisions of the permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby. In the event that a condition of this permit is stayed for any reason,

all provisions of the permit severable from the stayed provisions shall take effect. With regard to stayed provisions of the permit, the Permittee shall continue to comply with the related applicable standards and relevant permitted standards in 329 IAC 3.1-9 and 329 IAC 3.1-15 from the previously issued permit until final resolution of the stayed condition, unless the Commissioner of the Indiana Department of Environmental Management (Commissioner) determines that compliance with the related applicable and relevant standards would be technologically incompatible with other conditions of this permit which have not been stayed. 329 IAC 3.1-13; 40 CFR 270.32

D. DUTIES AND REQUIREMENTS

1. Duty to Comply. The Permittee shall comply with all conditions of the RCRA permit, except to the extent and for the duration such noncompliance is authorized by an emergency permit. Any permit noncompliance, other than noncompliance authorized by an emergency permit, constitutes a violation of IC 13 and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. 329 IAC 3.1-13; 40 CFR 270.30(a); 270.61
2. Duty to Reapply. The Permittee shall submit a complete application for a new permit at least 180 days before this permit expires unless: a) the Permittee no longer wishes to operate a hazardous waste management facility or the Permittee is no longer required to have a RCRA permit, or b) permission for submittal on a later date has been granted by the Commissioner. 329 IAC 3.1-13; 329 IAC 3.1-13-3(h); 40 CFR 270.30(b)
3. Permit Expiration. The duration of this permit shall not exceed ten (10) years from the effective date of the permit, except as provided by 329 IAC 3.1-13-15. This permit and all conditions herein will remain in effect beyond the permit's expiration date if the Permittee has submitted a timely, complete application for a new permit and through no fault of the Permittee, the Commissioner has not issued a new permit with an effective date under 329 IAC 3.1-13-14 on or before the expiration date of the previous permit. 329 IAC 3.1-13-16
4. Need to Halt or Reduce Activity Not a Defense. It shall not be a defense for the Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. 329 IAC 3.1-13; 40 CFR 270.30(c)
5. Duty to Mitigate. In the event of non-compliance with this Permit, the Permittee shall take all reasonable steps to minimize releases to the environment, and shall carry out such measures as are reasonable to prevent significant adverse impacts on human health or the environment. 329 IAC 3.1-13; 40 CFR 270.30(d)

6. Proper Operation and Maintenance. The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facility or similar systems only when necessary to achieve compliance with the conditions of the permit. 329 IAC 3.1-13; 40 CFR 270.30(e)
7. Duty to Provide Information. The Permittee shall furnish to the Commissioner, within a reasonable time, any relevant information which the Commissioner may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The Permittee shall also furnish to the Commissioner, upon request, copies of records required to be kept by this permit. 329 IAC 3.1-13; 40 CFR 270.30(h); 264.74
8. Inspection and Entry. Pursuant to 329 IAC 3.1-1-3 and 40 CFR 270.30(i), the Permittee shall allow the Commissioner, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:
 - a. Enter at reasonable times upon the Permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit (329 IAC 3.1-13; 40 CFR 270.30(i)(1));
 - b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit (329 IAC 3.1-13; 40 CFR 270.30(i)(2));
 - c. Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit (329 IAC 3.1-13; 40 CFR 270.30(i)(3)); and
 - d. Sample or monitor, at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by IC 13, any substances or parameters at any location (329 IAC 3.1-13; 40 CFR 270.30(i)(4)).
9. Monitoring and Reporting.
 - a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. The method used to obtain a representative sample of the waste to be analyzed must be the appropriate method from 329 IAC 3.1-6; 40 CFR 261, Appendix I. Laboratory methods

must be those specified in Test Methods for Evaluating Solid Waste: Physical/Chemical Methods, SW-846, (as referenced in 40 CFR 260.11); Standard Methods for the Examination of Water and Wastewater, (20th Edition, 1998); or an equivalent method as specified in the attached Groundwater Monitoring Plan. 329 IAC 3.1-13-1; 40 CFR 270.30(j)(1)

- b. The Permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports and records required by this permit, and records of all data used to complete the application for this permit for a period of at least three (3) years from the date of the sample, measurement, report, or record or for a period of time greater than three (3) years as specified elsewhere in this permit. These periods may be extended by request of the Commissioner at any time and are automatically extended during the course of any unresolved enforcement action regarding this facility. 329 IAC 3.1-13-1; 40 CFR 270.30(j)(2) and 40 CFR 264.74(b)
 - c. Pursuant to 329 IAC 3.1-13; 40 CFR 270.30(j)(3), records of monitoring information shall include:
 - i. The date(s), exact place, and times of sampling or measurements;
 - ii. The individual(s) who performed the sampling or measurements;
 - iii. The date(s) analyses were performed;
 - iv. The individual(s) and laboratory who performed the analyses;
 - v. The analytical technique(s) or method(s) used. Analytical technique(s) or method(s) is defined as encompassing both the sampling technique (method) and method of chemical analysis used. This information must be provided in the Waste Analysis Plan; and
 - vi. The result(s) of such analyses, including QA/QC documentation.
 - d. Monitoring results shall be reported to the Commissioner at the intervals specified elsewhere in this permit. 329 IAC 3.1-13; 40 CFR 270.30(1)(4)
10. Reporting Planned Changes. The Permittee shall give notice to the Commissioner as soon as possible of any planned physical alterations or additions to the permitted facility. 329 IAC 3.1-13; 40 CFR 270.30(1)(1)

11. Transfer of Permits. This permit may be transferred to a new owner or operator only if it is modified or revoked and reissued pursuant to 329 IAC 3.1-13; 40 CFR 270.40(b) or 40 CFR 270.41(b)(2) to identify the new Permittee and incorporate such other requirements as may be necessary under IC 13. Before transferring ownership or operation of the facility during its operating life, the Permittee shall notify the new owner or operator, in writing, of the requirements of 329 IAC 3.1 and IC 13, including all applicable corrective action requirements. 329 IAC 3.1-13; 40 CFR 270.40
12. Reporting Anticipated Noncompliance. The Permittee shall give advance notice to the Commissioner of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. Such notification does not excuse the Permittee's duty to comply with permit requirements. 329 IAC 3.1-13; 40 CFR 270.30(1)(2)
13. Compliance Schedules. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than fourteen (14) days following each schedule date. 329 IAC 3.1-13; 40 CFR 270.30(1)(5)
14. Twenty-four Hour Reporting. The Permittee shall report to the Commissioner any noncompliance with the permit which may endanger health or the environment. Any such information shall be reported orally to the IDEM 24 hour emergency telephone number 317/233-7745, within twenty-four (24) hours from the time the Permittee becomes aware of the circumstances. Pursuant to 329 IAC 3.1-13; 40 CFR 270.30(1)(6), this report shall include the following:
 - a. Information concerning the release of any hazardous waste which may endanger public drinking water supplies.
 - b. Information concerning the release or discharge of any hazardous waste, or of a fire or explosion at the facility, which could threaten the environment or human health outside the facility. The description of the occurrence and its cause shall include:
 - i. Name, address, and telephone number of the owner or operator;
 - ii. Name, address, and telephone number of the facility;
 - iii. Date, time, and type of incident;
 - iv. Name and quantity of material(s) involved;

- v. The extent of injuries, if any;
- vi. An assessment of actual or potential hazards to the environment and human health outside the facility, where this is applicable; and
- vii. Estimated quantity and disposition of recovered material that resulted from the incident.

A written submission shall also be provided within five (5) days of the time the Permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance (including exact dates and times); whether the noncompliance has been corrected; and if not, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The Permittee need not comply with the five (5)-day written notice requirement if the Commissioner waives the requirement and the Permittee submits a written report within fifteen (15) days of the time the Permittee becomes aware of the circumstances.

15. Other Noncompliance. The Permittee shall report all instances of noncompliance not otherwise required to be reported under Condition I.D.12-14, at the time monitoring reports, as required by this permit, are submitted. The reports shall contain the information listed in Condition I.D. 14. 329 IAC 3.1-13-1; 40 CFR 270.30(1)(10)
16. Other Information. When the Permittee becomes aware that the facility failed to submit any relevant facts in the permit application, or submitted incorrect information in a permit application or in any report to the Commissioner, the Permittee shall promptly submit such facts or information. 329 IAC 3.1-13; 40 CFR 270.30(1)(11)
17. Submittal of Reports or Other Information. All reports or other information required to be submitted by the terms of this permit shall be sent to:

Commissioner
Indiana Department of Environmental Management
100 North Senate Avenue
Indianapolis, IN 46204-2241
Attention: Chief, Permits Branch

18. All other requirements contained in RCRA, as amended, and in 40 CFR 270.30 not set forth herein are hereby fully incorporated in this permit.

E. SIGNATORY REQUIREMENT

All reports or other information requested by the Commissioner shall be signed and certified as required by 329 IAC 3.1-13; 40 CFR 270.11.

F. CONFIDENTIAL INFORMATION

The Permittee may claim confidential any information required to be submitted by this permit in accordance with 329 IAC 3.1-13-4, 329 IAC 6.1, and IC 13-14-11-1.

G. DOCUMENTS TO BE MAINTAINED AT FACILITY SITE

Except as noted in the regulations, the Permittee shall maintain at the facility, until closure is completed and certified by the owner/operator and an independent registered professional engineer, the following documents and amendments, revisions and modifications to these documents:

1. Groundwater Monitoring Plan as required by 329 IAC 3.1-9, 40 CFR 264.97 and this permit and any document(s) referenced therein to describe on-site procedures.
2. Groundwater monitoring data as required by 329 3.1-9, 40 CFR 264.97 and this Permit.
3. Post-Closure Plan as required by 329 IAC 3.1-9, 40 CFR 264.118(c), and this permit.
4. Inspection schedules as required by 329 IAC 3.1-9, 40 CFR 264.15(b)(2), and this permit.
5. Record of facility inspections, as required by 329 IAC 3.1-9, 40 CFR 264.15(b)(2), and this permit. These records must be kept for at least three years from the date of the inspection per 40 CFR 264.15(d).

II. GENERAL FACILITY CONDITIONS

A. MAINTENANCE OF FACILITY

The permittee shall maintain the facility to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, ground water or surface water which could threaten human health or the environment.

B. SECURITY

The Permittee shall comply with the security provisions of 329 IAC 3.1-9 and 40 CFR 264.14(b) and (c) as described in the Post-Closure Plan, Attachment C, which is incorporated herein by reference.

C. GENERAL INSPECTION REQUIREMENTS

The Permittee shall follow the inspection schedule in the Post-Closure Inspection Requirements, Attachment B and Figure 5 which is incorporated herein by reference. The Permittee shall remedy any deterioration or malfunction discovered by an inspection as required by 329 IAC 3.1-9 and 40 CFR 264.15(d).

D. RECORDKEEPING AND REPORTING

If the Permittee is a generator of hazardous waste, they shall comply with the biennial report requirements of 329 IAC 3.1-9 and 40 CFR 264.75.

E. POST-CLOSURE

1. Performance Standard The Permittee shall maintain post-closure of the facility as required by 329 IAC 3.1-9 and 40 CFR 264.117 and in accordance with the Post-Closure Plan, Attachment C, which is incorporated herein by reference.
2. Certification of Post-Closure Care No later than sixty (60) days after completion of the established post-closure period for each hazardous waste disposal unit, the Permittee shall submit to the Commissioner, by registered mail, a certification that the post-closure care for the hazardous waste disposal unit was performed in accordance with the specifications of the approved Post-Closure Plan. The certification must be signed by the Permittee and an independent registered professional engineer. Documentation supporting the independent registered professional engineer's certification must be furnished to the Commissioner upon

request until the Commissioner releases the Permittee from the financial assurance requirements for post-closure care under 329 IAC 3.1-15-6.

F. COST ESTIMATE FOR FACILITY POST-CLOSURE

The Permittee's post-closure cost estimate is specified in Appendix K, Attachment 1 (Original Cost Estimate).

1. Each year, the post-closure cost estimate (also known as the annual budget review) will be updated. The revised cost estimate will be documented in the annual report to IDEM.
2. The Permittee must keep at the facility the latest post-closure cost estimate (also known as the annual budget review) as required by 329 IAC 3.1-15-5(d).

G. FINANCIAL ASSURANCE FOR POST-CLOSURE CARE

The Permittee shall fund post-closure care using a Property Funding Account identified in the Settlement Agreement (Appendix B). The funds included in the Settlement Agreement totaled \$1,668,108 which includes reductions for expenses incurred from July 2010 through the effective date of the Trust (March 31, 2011). The costs are divided into three management categories (Minimum Estimated Property, Reserve Property Funding, and Operation, Monitoring and Maintenance Property) as presented in Attachment A of the Settlement Agreement.

III. LANDFILL CONDITIONS

A. WASTE IDENTIFICATION

The surface impoundment previously received water from several sources prior to discharge to Eagle Creek under NPDES Permit No. IN0001813. The surface impoundment is classified as a hazardous waste impoundment due to its use for treatment of the following waste codes.

<u>Waste Code</u>	<u>Description</u>
F007	Spent cyanide plating bath solutions
F009	Spent stripping and cleaning bath solution

Following closure of the surface impoundment the regulatory status of the unit is changed to that of a landfill for permitting purposes.

B. LOCATION INFORMATION

The landfill is located in the area as shown in Figures 1 and 2 incorporated herein by reference.

C. POST-CLOSURE 329 IAC 3.1-9, 40 CFR 264.310

After final closure, the owner or operator must comply with all post-closure requirements contained in 329 IAC 3.1-9 and 40 CFR 264.117 through 40 CFR 264.120, including maintenance and monitoring throughout the post-closure care period. The owner or operator must:

1. Maintain the integrity and effectiveness of the final cover, including making repairs to the cover as necessary to correct the effects of settling, subsidence, erosion, or other events;
2. Maintain and monitor the groundwater monitoring system and comply with all other applicable requirements of 329 IAC 3.1-9 and 40 CFR 264 Subpart F; and
3. Prevent run-on and run-off from eroding or otherwise damaging the final cover.

IV. GROUND WATER MONITORING CONDITIONS

The monitoring system is based on data gathered during the Comprehensive Hydrogeologic Evaluation of Motors Liquidation Company Landfill presented in Appendix D of this permit. As indicated in this permit, these wells and piezometers are constructed in water bearing aquifer units included in the uppermost aquifer. Since the effective date of the June 29, 2001 Post-Closure Permit, a detection monitoring program has been conducted. Based on the data submitted in Appendix J, Table 1 of this permit, no statistically significant increases in the indicator parameters were observed to trigger a compliance monitoring program.

A. DETERMINATION OF THE TYPE OF MONITORING PROGRAM

1. Pursuant to 40 CFR 270.14(c)(6), the Permittee shall follow the detection monitoring requirements of 40 CFR 264.98 and comply with Attachment D.
2. Pursuant to 40 CFR 270.14(c)(7), the Permittee is not required at this time to establish a compliance monitoring program. Should a compliance monitoring program become necessary, the Permittee will propose a modification of the permit and perform the compliance monitoring program in accordance with 40 CFR 264.99.
3. Pursuant to 40 CFR 270.14(c)(8), the Permittee is not required at this time to establish a corrective action program. Should a corrective action program become necessary, the program will be performed in accordance with 40 CFR 264.100.

B. POINT OF COMPLIANCE

Per the requirements of 40 CFR 264.95, the point of compliance is shown in Figure 17 of this permit. The point of compliance is physically the intragradient cutoff wall described above.

C. DESCRIPTION OF THE WELL LOCATION

As required by 40 CFR 270.14(c)(5) and 264.97(a) and 264.98(b), the Permittee shall include monitoring wells MW-201B, MW-202B, MW-203B, and MW-206B to determine the ground water quality in the detection monitoring program. Additionally, each monitoring well listed in Appendix H, Table 2 of this permit shall be included in the detection monitoring program for the purpose of determining the hydraulic head difference across the slurry wall, direction, and rate of flow in the two unconsolidated aquifer units beneath the landfill. The locations of wells are shown in Figure 17 of this permit.

D. MONITORING WELL INSTALLATION AND CONSTRUCTION

1. As required by 40 CFR 270.14(c)(2), 40 CFR 270.14(c)(6)(B), 40 CFR 264.95(b), 40 CFR 264.97 and 264.98, the Permittee shall install and maintain ground water monitoring wells at the approximate locations shown in Figure 17. Additionally, the approximate screen elevations are listed in Appendix F of this permit.
2. The Permittee shall construct new wells as needed in accordance with Appendix H of this permit. Detailed construction logs for existing wells are shown in Appendix F of this permit.
3. The Permittee shall submit to the department within sixty (60) days of completion of a report of the work for any development or construction on existing wells or replacement wells, including as built well logs and well development data.

E. INDICATOR PARAMETERS

Based on the nature of the waste and the required analytical results under 40 CFR 270.14(c)(5) and 264.98(a) in Tables 1-4 of this permit, selected metals and cyanide have been chosen as indicator chemical parameters.

1. The post-closure monitoring program will include the monitoring of 4 exterior wells for arsenic, barium, cadmium, chromium, lead, mercury, silver, selenium, and cyanide which are considered to be indicative of possible release from the regulated unit.
2. In addition, the post-closure program will obtain hydraulic head measurements at 8-paired wells and 3 wells in the lower sand unit to ensure an inward hydraulic gradient in accordance with Appendix H.
3. The Permittee shall annually collect samples from all monitoring wells listed in Permit Condition IV.C, and analyze for the parameters as described in Appendix H.
4. Results of these analyses and any verification analyses or 40 CFR 264 Appendix IX analyses (including deliverable requirements of Appendix H, Table 1) shall be submitted to the Commissioner within sixty (60) days of receipt of the final laboratory technical report unless delays beyond the Permittee's control occur. In which case, the Commissioner shall be notified with the reason for the delay within the sixty (60) day period.

5. Ground water data for laboratory results and field parameters must be submitted as follows:
 - a. Two (2) paper copies of a final laboratory report.
 - b. An electronic report in a format prescribed in Appendix H, Table 3 and Table 4.

F. SAMPLING AND ANALYSIS PROCEDURES

Ground water elevations and total well depths in the nineteen (19) hydraulic head monitoring wells will be measured semi-annually. Four exterior wells (MW-201B, -202B, -203B, and -206B) will be sampled during each of the semi-annual episodes as described below.

1. Per the requirement of 40 CFR 270.14(c)(5) and 40 CFR 264.97(d), the Permittee shall comply with Appendix H and the modifications therein. This attachment contains the plan for the collection, preservation and shipment of samples. Procedures for analytical methods that are appropriate for ground water sampling and chain-of-custody are described in the sampling and analysis plan in Appendix H.
2. The Permittee shall use the equipment listed in Appendix H, Section 4.2 to collect the samples.
3. The Permittee shall use the preservatives listed in Appendix H, Section 4.2 immediately upon collection of the samples.
4. The Permittee shall use the appropriate analytical methods listed in Appendix H, Section 4.2 or the latest approved edition of SW-846 for all other parameters that may be required by the permit.

G. STATISTICAL PROCEDURES AND DATA EVALUATION PROCEDURES

1. The ground water surface elevations taken at the hydraulic head monitoring wells will be evaluated as described in Appendix H. A report will be submitted by March 1 annually listing the head within the slurry wall, outside the slurry wall, in the lower aquifer unit, and the gallons of water removed by the extraction well system since the last report.

2. The Permittee shall semiannually collect ground water surface elevations at the hydraulic head monitoring wells to verify the inward gradient as described in Attachment C-4b(2).
3. If the Permittee cannot verify the inward gradient, the Permittee shall notify the Commissioner within 60 days of the collection of the ground water surface elevations, collect samples from all monitoring wells listed in Permit Condition IV.C during the next semiannual event, and analyze for the parameters described in Appendix H. The semiannual frequency of sampling will continue until the Permittee verifies an inward hydraulic gradient in at least two consecutive semiannual sampling events.
4. As required by 40 CFR 270.14(c)(6), 264.97(g) and 264.98(g), the Permittee shall comply with Attachment D, Section D-4c, of this permit in establishing background by collection of ground water samples from monitoring well MW-206B until the necessary number of background samples are collected for each parameter.
5. The Permittee shall, within sixty (60) days of receiving the final laboratory report of the last background sampling event, submit to the Commissioner a written report that includes the method to be used, the limits, and the data used to establish the limits for each parameter.
6. Based on the percent of non-detect values and distribution of the sample population, the statistical plan for the regulated unit will use a procedure described in Appendix H, Section 4.3. This statistical approach is in accordance with 40 CFR 264.97(h)(3), and meets the latest requirements as specified in RCRA ground water monitoring regulations, IDEM's regulations and the most recent statistical guidance document published by the US EPA in July 1992. The procedure accounts for site-wide false positive and negative rates by considering the total number of statistical comparisons. The tolerance limit procedures account for the total number of monitoring wells in the network. A summary of this procedure is included in Appendix H, Section 4.3.
7. After collecting the necessary independent samples from each well, background statistical tolerance limits for each constituent will be calculated using the initial "background" data collected during the first year. After this period, each analyte for each down gradient well will be individually compared to the statistics calculated for background. Statistical comparisons shall be submitted to the Commissioner within sixty (60) days of the receipt of the final laboratory technical report.

8. The most recent up gradient data shall be incorporated into the initial “background” data for recalculations.
9. If any constituent in any monitoring well exceeds the statistical criteria, the Commissioner will be notified within 7 days that there is a statistically significant increase. The Permittee will immediately (within 14 days of providing notification) resample the well to verify the original analysis of the specified parameter.
10. If upon receipt of the final laboratory technical report from the verification sampling, the analytical result for any particular compliance point monitoring well(s) exceeds the statistical criteria, the Permittee will:
 - a. Notify the Commissioner within 7 days that there is a confirmed statistically significant increase;
 - b. Immediately (within 30 days), sample all monitoring wells listed in General Facility Permit Condition IV.C for all hazardous constituents listed in Appendix IX except those identified with suggested method 8080 and 8150 (pesticides); and
 - c. Within 90 days of receipt of the final laboratory technical report for the sampling required in b. above, submit a permit modification for a compliance monitoring program meeting requirements of 264.99.
11. As required by 40 CFR 98(h), if the Permittee or the Commissioner determines that the detection monitoring program required by this permit no longer satisfies the requirements of the regulations, the Permittee must submit an application for a permit modification to the Commissioner within ninety (90) days to make the appropriate changes to the program which will satisfy the regulations. The Permittee must assure that monitoring and corrective measures necessary to achieve compliance under 40 CFR 264.92 are taken during the term of the permit.

Attachment A

Facility Description

A-1 General Description

This application is being submitted as a renewal for the post-closure permit which identifies the procedures and methods to be used to monitor and maintain the RACER Trust surface impoundment (Site). The Post-Closure Permit was issued by the Indiana Department of Environmental Management (IDEM) on January 26, 2007, to the permittee (RACER Trust).

The GM Former AGT Division (Site) is located in the southwestern portion of Indianapolis, Indiana in the NW ¼ of Section 21, T15N, R3E, Marion County (Figure 1). The Site is located within the boundaries of the Rolls-Royce Corporation Plant 5. The Rolls Royce Plant 5 is located in a heavily industrialized area is primarily engaged in the manufacture and testing of gas turbine engines and diesel engine components.

The former surface impoundment covers approximately 8 acres, as depicted in Figure 2. The surface impoundment previously received water from several sources prior to discharging to Eagle Creek under NPDES Permit Number IN000I813. Influent to the surface impoundment during its over 40 years of operation included precipitation run-off, boiler blowdown water, water softener rinsewater, ash quenching water, non-contact cooling water, and effluent from the WWTP. IDEM determined that the surface impoundment was used to treat F007 and F009 waste resulting in the impoundment being classified as a hazardous waste impoundment. Tables 1 through 4 provide sediment samples characterizing the waste at the Site. Additionally, Table 1 attached in Appendix J provides groundwater analytical results from 2002 to 2005 characterizing groundwater quality.

A Closure Plan, dated August 23, 1991, was prepared for the surface impoundment and approved by IDEM in 1992. The Closure Plan included: a soil-bentonite cutoff wall located around the perimeter of the impoundment and keyed into an underlying fine-grained layer; solidified sediment by mixing with a cement-fly ash grout; a composite cap system including a soil barrier and PVC liner; a groundwater control system to ensure an inward hydraulic gradient; and routine monitoring and inspection during both closure and post closure periods. The Closure Plan was later modified and approved by IDEM to include solidified sediment by consolidation surcharge instead of the cement-fly ash grout mixture.

Construction commenced in September 1992 with the soil-bentonite cutoff wall installation. The cutoff wall installation was completed in November 1992. The consolidation surcharge was constructed between April 1993 and November 1993. The composite cap and groundwater control network were completed between May 1994 and November 1994.

A Certification of Closure Report, dated September 15, 1995, was prepared and submitted to IDEM. The Certification of Closure Report included the Certification of Closure, and summaries of the results of quality control/quality assurance (QA/QC) testing and observations made during construction of the soil benonite cutoff wall, consolidation surcharge, composite cap and groundwater control system at the Site. IDEM reviewed the Certification of Closure

Report and sent GM a Notice of Deficiency in a letter dated April 18, 1996. An amendment to the Certification of Closure report responding to the noted deficiencies was submitted to the IDEM on May 30, 1996. The Certification of Closure was accepted by the IDEM and the total closure was considered complete as described in IDEM's March 4, 1997 letter. Based on a September 16, 1997, letter from Mr. Victor P. Windle, Chief, Hazardous Waste Permit Section, the 30-year post-closure care period began on June 4, 1996.

On or about December 1, 1993, General Motors Corporation sold Plant #5 (i.e., the Rolls-Royce Plant), including the surface impoundment, to AEC Acquisitions Corporation. Pursuant to terms of the sales agreement, GM was to maintain responsibility for post-closure care of the surface impoundment.

AEC Acquisitions Corporation has since sold Plant #5 (including the former surface impoundment) to Rolls-Royce Corporation. To more effectively fulfill its obligation for post-closure care of the closed surface impoundment, GM purchased the property encompassing the former surface impoundment area from Rolls-Royce. As a result of the General Motors Corporation (GM) Chapter 11 bankruptcy filing in 2009, the Trust and Settlement Agreements of 2010, and approval by the Bankruptcy Court in March 2011, on March 31, 2011 the former AGT Surface Impoundment property, and remedial funding were transferred to RACER Trust. RACER Trust now has responsibility for performing the activities identified in the Post Closure Permit for the former AGT Surface Impoundment.

RACER Trust is therefore, the current land owner of the Site. The Site is limited to the approximately 10 acre parcel as illustrated and described in Figure 3 and Appendix C. The Site address is 2701 West Raymond Street, and the ID number is INR000021436.

A-2 Topographic Maps

Topographic maps containing the information specified in 40 CFR 270.14 are included as Figures 3 and 3a. Due to the size of the Site, Figure 3c was prepared to show Site features and surrounding land use.

A-3 Floodplain Standard

The Site is not within the 100-year floodplain, as defined by the Federal Emergency Management Agency. Refer to Figure 4 for the Site location with respect to the 100-year floodplain.

A-4 Post-Closure Notices

GM submitted to the City of Indianapolis, Development of Metropolitan Development, and the Commissioner (via Mr. Victor P. Windle, Chief, Hazardous Waste Permit Section), a survey plat, prepared and certified by a registered land surveyor, indicating the location and dimensions of the closed surface impoundment unit with respect to permanently surveyed benchmarks. A note, which was prominently displayed on the survey plat, states GM's obligation to restrict disturbance of the closed unit. A record of the type, location and quantity of hazardous wastes remaining in the closed surface impoundment unit was also included in the same submittal. A copy of the notice to the local authorities is attached in Appendix A.

GM recorded an environmental disclosure with the Marion County Recorder's Office on May 7, 1997. The disclosure includes the following notations:

1. The land has been used to manage hazardous wastes and the legal description of the surface impoundment;
2. Its use is restricted under 40 CFR 264 Subpart G regulations; and,
3. The survey plat, and characterization, location and quantity of the hazardous wastes remaining in the closed surface impoundment unit have been filed with the Division of Permits, Department of Metropolitan Development, City of Indianapolis and with the Commissioner.

A copy of the environmental disclosure is also attached in Appendix A. GM also submitted a certification to the Commissioner on May 19, 1997 that the notation specified above had been recorded (Appendix A). A copy of the document in which the notation has been placed was submitted with the certification. GM certified the environmental disclosure in the original post-closure permit application submitted for this Site.

Attachment B

Post Closure Inspection Requirements

B-1 Written Inspection Plan

To ensure adequate performance of the final cover, security control, run-on/run-off control, the groundwater control system and the groundwater hydraulic monitoring system, RACER Trust will conduct periodic inspections throughout the remainder of the post-closure period. The inspection procedures are presented on the inspection checklists (Figure 5) and are described in the following sections. Inspections were performed monthly from December 1994 to September 1998. Inspections after September 1998 have been performed approximately at least every 90 days; therefore, future inspections will be performed approximately at least every 90 days. This inspection frequency is adequate given the nature of the wastes in the impoundment, closure methods, Site features, and experience. Inspections will be performed by a RACER Trust representative, or designee, familiar with the inspection procedure. Individual performing post-closure inspections will be properly trained according to applicable RCRA and OSHA training requirements. Copies of this post-closure permit and inspection checklists will be maintained at the Discharge Building at the Site. The documents will be maintained throughout the post-closure period. The following items will be checked at each inspection.

B-1a Security Control Devices

The impoundment is located adjacent to industrial property and is surrounded by a six foot high chainlink security fence (no barbed wire will be on top of the fencing) (Figure 3c). The post-closure inspections will be conducted quarterly and will only pertain to that fencing that directly encloses the closed unit. Additional fencing will be installed, if required, to ensure that unauthorized personnel cannot gain access to the Site. Periodic inspections will consist of checking for storm damage, vandalism and deterioration. In addition, warning signs will be inspected to verify they are still hanging properly on the fence and are readable from a distance of at least 25 feet from the sign. Repairs to the fence or warning signs will be performed within 3 months of discovery. Any damage or deterioration that would allow unauthorized access will be corrected immediately.

B-1b Erosion Damage

The area with final cover and extending to the center line of the perimeter drainage ditch will be visually inspected quarterly. Erosion gullies exceeding 3 inches in depth will be marked and repaired when appropriate weather conditions occur (generally the spring or fall of the year).

B-1c Cover Settlement, Subsidence and Displacement

A series of 8 settlement monuments have been installed in the final cover system. The monuments were surveyed semi-annually for the first 3 plus years of post-closure (through November 1999) and annually until 2011, thereafter, the monuments will be surveyed one time every three years. If settlement is noted during the visual inspection (quarterly) the markers will be surveyed as soon as possible following the inspection to measure the amount of settlement. If

the benchmarks are damaged, the benchmark will be replaced and resurveyed within 3 months and as weather permits. Any subsidence/settlement observed will be corrected during appropriate weather conditions in the spring or fall of the year.

B-1d Vegetative Cover Condition

The cover system will be inspected quarterly for bare areas and quality of vegetation. Problem areas will be noted on the inspection checklist and accompanying figure. If overall growth of vegetation is poor, soil samples may be obtained and analyzed to assess appropriate applications of lime and fertilizer. If fertilizer is needed, the composition will be adjusted according to the sample results. Reseeding and/or fertilizing of bare areas will be performed during appropriate weather conditions either in the spring or fall of the year.

B-1e Integrity of the Run-on and Run-off Control Measures

The two culverts that drain run-off from the perimeter ditch will be visually inspected quarterly to look for obstructions. In addition, the perimeter ditch will be visually inspected quarterly to look for areas where water could potentially pond. Any hindrances to flow in the drainage culverts or perimeter ditch will be removed during appropriate weather conditions.

B-1f Cover Drainage System Function

Discharge points of the cover drainage system will be inspected quarterly for obstructions. Obstructions will be removed during the inspection if possible, or within 3 months of discovery.

B-1g Gas Venting Systems

The gas venting system will be inspected quarterly for obstructions. Obstructions will be removed during the inspection if possible, or within 3 months of discovery.

B-1h Integrity of the Cutoff Wall

The integrity of the cut-off wall is observed through evaluation of the groundwater level measurements that are collected semi-annually (See Attachment C-4b(2) and Appendix H). The water level data is evaluated semi-annually to determine the elevation of the groundwater level inside the cut-off wall relative to the elevation of the groundwater in monitoring wells outside of the cut-off wall and the rate at which the water levels inside the cut-off wall are increasing. The rise rate is calculated (feet/day) by taking the change in groundwater elevation from any individual well from two different sampling periods divided by time (days). Any trend in the rates over time can be observed by comparing rates from different time periods. Attachment C-4b(2) of the Permit Application has been revised to include this process. If groundwater level rates increase over a short time period the integrity of cut-off wall may be compromised. Therefore, necessary corrective actions will be evaluated. The Post-Closure Care cost estimate (Attachment 1 of Appendix K) provides the cost estimate to repair approximately 220 feet of the cut-off wall in the original cost estimate. This potential corrective action is being consolidated in Task 2 for Property Operations and Maintenance. The cost estimate for this line item will not be included in the annual budget authorization submitted to the State unless this corrective action is found necessary to implement.

B-li Well Condition

Protective casings, locks, and concrete surface pads will be inspected quarterly for integrity, tampering and erosion of soil from around the pad. Well numbers must be visible on the protective casings. Repairs to the casings, pads, or well number will be performed within 3 months of discovery. Additionally, the monitoring wells will be gauged during the semi-annual groundwater sampling events to evaluate the degree of siltation in the monitoring wells. The monitoring wells will be redeveloped within 3 months of discovery if greater than one foot of siltation is noted in the well (i.e. the total depth of the well is measured to be less than the total depth indicated on the revised monitoring well construction diagrams by one foot or more) (Appendix H). The monitoring wells from which samples are collected will be abandoned and replaced within 3 months of discovery if over 50% of the screened interval is filled with silt during the first monitoring event following redevelopment. Redevelopment procedures are described in Appendix H. Monitoring wells only used for hydraulic monitoring purposes will be evaluated to determine if replacement is necessary.

B-lj Extraction Well System

The extraction well system control box will be visually inspected on a quarterly frequency to determine if the control panel is properly functioning. In addition, each extraction well will be turned on at a frequency of at least yearly to verify that each well is functioning properly and inspected to ensure the integrity is adequate of covers of the concrete vaults housing the extraction wells (checked every 90 days). Any repairs to the extraction well system will be performed within 3 months of discovery that a repair is needed.

B-2 Inspection Remedial Actions

Remedial actions that may be required as a result of inspections are identified in Attachment B-1. In the event that post-closure care remedial actions are necessary on the cover of the impoundment, a culvert and earthen drive to provide for access over the perimeter ditch to the top of the impoundment may be constructed in the northeast portion of the impoundment (Figure 3c). The culvert will allow for continued drainage of runoff through the perimeter ditch. The drive will provide access for maintenance vehicles to the cap area and minimize damage to the drainage ditch and vegetative cover.

B-3 Inspection Log

Notes will be made of all observations and measurements on inspection checklists and approximately located on a figure of the surface impoundment (Figure 5). Inspection checklists will be maintained by RACER Trust at the Discharge Building of the Site for review during the post-closure care period. These records will include the date and time of inspection, name of the inspector, a notation of the observations made. Where repair is needed, a brief description of the work required will be included on the inspection form. As work is completed, a memorandum will be placed in a maintenance file and maintained with the post-closure care records.

Attachment C

Post Closure Plan

The following is the post-closure plan for the former surface impoundment area. The post-closure plan is based on the post closure permit previously approved by IDEM. Based on a September 16, 1997, letter from Mr. Victor P. Windle, Chief, Hazardous Waste Permit Section, the 30-year post-closure care period began on June 4, 1996.

C-1 Post Closure Contact

RACER Trust (or its' designated representative) should be contacted if there are any questions concerning this project. The Chief Operating Officer and Clean-up Manager for this project are:

Michael Hill, Chief Operating Officer
RACER Trust
2930 Ecrose Road
Ypsilanti, MI 48198
Telephone: 815-RACER-411
mhill@racertrust.org

Robert W. Hare, P.E., CHMM, Cleanup Manager (IL, IN, KS, MO, NJ, WI)
2930 Ecorse Road
Ypsilanti, MI 48198
Telephone: (313) 486-2908; (419) 277-0815
rhare@racertrust.org

C-2 Post-Closure Security

A 6 foot tall chain-linked fence will surround the entire cap area. There are access gates in the northeast, northwest, and southwest corners of the fence which are kept locked at all times except during maintenance and monitoring activities. The fence location is shown in Figure 3c. Warning signs marked "DANGER UNAUTHROIZED PERSONNEL KEEP OUT", "DO NOT ENTER AUTHORIZED PERSONNEL ONLY" or similar language to indicate only authorized personnel are allowed to enter the area are posted on each of the gates and around the perimeter of the fence. The gates are each padlocked such that only RACER Trust, the Security Personnel at Rolls-Royce, and certain firms retained by RACER Trust to perform post-closure care, have keys with which to enter the area. The potential for human contact with the sediment is also minimized due to the composite cap construction.

C-3 Request for Waiver of Preparedness and Prevention Requirements

The Site is an unmanned grass-covered field in which no hazardous wastes are stored; therefore, an alarm system is not necessary. Therefore, a partial waiver is requested to eliminate the need for an alarm system at the Site. The inspector or anyone completing work at the Site will carry a cell phone for communication purposes. Additionally, a fire extinguisher is housed inside the two buildings located on Site.

The Contingency Plan for the Site is attached in Appendix E.

C-4 Landfill Maintenance Plan

C-4a List of Wastes

A list of the various influent liquids that the surface impoundment formerly received while it was in operation is included in Section A1 General Description. The EP toxicity and total constituent analyses from the sediment sampling are included as Tables 1 through 4. IDEM determined that the unit was used to treat F007 and F009 waste, therefore IDEM classified the Site as a hazardous waste impoundment.

C-4b Liner and Cap System Description

C-4b(1) Liner System Foundation Description

The impoundment does not have a synthetic liner on the bottom or sides of the impoundment. However, the former surface impoundment is considered to be contained by the following: a soil bentonite cut-off wall around its perimeter; natural clay underlying the former surface impoundment area; and, a composite cap system.

A soil-bentonite cutoff wall was constructed around the perimeter of the surface impoundment and keyed into the underlying clay layer. Based on the geotechnical studies during the development of the Closure Plan, the clay layer is reported (Geraghty and Miller, 1991; refer to Appendix D) to have hydraulic conductivity of 6.1×10^{-7} centimeters per second (cm/s). Based on the construction quality control/quality assurance (QC/QA) testing, the soil-bentonite cutoff wall is estimated to have an average hydraulic conductivity of approximately 2×10^{-8} cm/s. Bentonite powder used in the construction of the cutoff wall consisted of Federal Jel 90, manufactured by M-I Drilling Fluids Company of Houston, Texas. The cutoff wall is a linear distance of 2,219 feet, a total of 3 feet wide and is keyed into the underlying clay at approximately 55 feet below ground surface. The perimeter of the cutoff wall is shown on Figure 3. A cross-section reference sheet and a cross-section of the cutoff wall are provided as Figures 5a and 5b, respectively.

The cap system, from top to bottom, is as follows: 3.5 feet of vegetative cover and topsoil; geotextile filter; geonet; 40-mil PVC liner; and either 2 foot soil barrier with hydraulic conductivity less than 1×10^{-6} cm/s (United Soil Classification System (USCS) cod of 'CL' representing a sandy silty clay) or geosynthetic clay liner (GCL). The geotextile filter and geonet were manufactured by the National Seal Company. The geotextile filter is 0.24 inches thick. The geonet is a 'poly-net 2000/3000' and is 0.16/0.2 inches thick. The 40-mil PVC liner was manufactured by Nan Ya Plastics Corporation of America and is 1.238 millimeters thick.

The final contours of the cap are shown in Figure 6. Figure 7 displays the area of the cap in which the GCL was installed. A cross-section of the final cover system is included in Figure 8. The GCL was used over approximately 10% of the Site, which may not have contained an adequate 2 foot barrier soil.

C-4b(2) Leachate Collection/Detection System Operation and Design

Nine groundwater extraction wells are located inside the perimeter of the cap area, and 16 hydraulic head monitoring wells are located in pairs on the inside and outside of the cutoff wall (Figures 17 and 18). Construction details for monitoring and extraction wells located inside the cutoff wall are found in Appendix F. Figure 2 shows the transmission piping from the extraction wells to the discharge building. In addition, 3 monitoring wells were installed outside of the containment area into the lower aquifer. The groundwater extraction system, hydraulic monitoring systems, and cut-off wall substitute for the leachate collection system. Refer to Figure 2 and Figure 3c for locations of the extraction wells and hydraulic head monitoring wells.

A temporary groundwater extraction system of 6 extraction wells was installed in June 1993, during the consolidation surcharge construction. This temporary system was operated until the end of June 1994, when it was taken out of service to begin construction of the permanent system of 9 extraction wells within the cutoff wall. Once the temporary system was taken out of service, the groundwater elevations in the perimeter paired monitoring wells were measured approximately weekly to monitor the performance of the cutoff wall and soil barrier. Figures 9 through 16 plot the groundwater levels for each pair or pairs of monitoring wells with respect to time. In the figures, "A" represents the interior monitoring well, "B" represents exterior monitoring wells and "C" represents the lower aquifer monitoring wells. As can be seen in the attached figures, the recovery in the interior monitoring wells was slow, and inward hydraulic head differences of 8 to 12 feet were maintained across the cutoff wall without any groundwater being removed from the containment area, and without the PVC liner installed over the soil barrier.

In November 1994, the permanent groundwater extraction system was placed into service. Historical groundwater elevation data from 1985 to 1990 from within the cap area was reviewed to estimate the range of local groundwater fluctuations. Groundwater levels in the upper aquifer in this area during that period were measured between elevations 659 and 670. During the 1980's, groundwater withdrawal at the Site for operational use was higher than its current rate, thus causing the water table to be lower than its current levels. Because of the ranges of groundwater elevations observed between 1985 to 1990, a groundwater elevation of 663 feet was originally established as the elevation at which extraction well pumps would be started. However, more recent groundwater monitoring data suggests that the groundwater potentiometric level in the lower sand and gravel unit is approximately at an elevation of 666 to 670 feet and that the rate of rise in the containment area is very slow (0.003 feet per day). Table 3 attached in Appendix J provides the historical and current groundwater elevation data and the calculated rise rate for November 2005. Based on the very slow water level rise rate observed in the interior of the containment area, semi-annual monitoring of the hydraulic head will provide ample time to commence pumping if necessary to maintain the prescribed head differential. Therefore, extraction wells will be manually turned on when groundwater elevations in one or more of the "A" series interior wells reach an elevation within 1 foot of the groundwater elevation observed in either aquifer (B and C series monitoring wells).

The nine extraction pumps are normally in the 'off' position and may be manually turned on when the control button is moved to the 'hand' position. Generally, one or more extraction wells area turned on so that the pumping rate does not exceed the current discharge limit of 200

gallons per minute (all 9 wells are generally not activated at one time). Each extraction well pumps groundwater at approximately 25 gallons per minute (gpm). Pumping approximately 800,000 gallons of groundwater from the interior of the slurry wall lowers the water level in the interior of the slurry wall by 1 foot. Therefore, in order to lower the water level in the interior of the slurry wall by 1 foot using one extraction well, it is estimated to take 22 days. The extraction wells are operated until they lower the groundwater level within the slurry wall to approximately 2 to 3 feet below the initial level. Because the recovery rates are low (0.003 feet per day), the extraction wells have been pumped every 2 or 3 years. The total amount of liquid pumped from the extraction wells is measured by a flow meter/totalizer located in the discharge building. The extracted groundwater is transmitted from the discharge building to the sanitary sewer line along Raymond Street. Upon completion of pumping, the extraction wells are manually returned to the 'off' position. The amount of liquid pumped and the total time (in days) pumped is recorded and provided in annual report to IDEM submitted by March 1 of every year. The total flow is submitted to the City on the monthly 'Statement of Industrial Waste' form. The Facility is no longer regulated by an Industrial Waste Discharge Permit. Termination of the Permit was effective on April 15, 2011 (Appendix G).

The inward hydraulic gradient is demonstrated by measuring groundwater elevations in monitoring wells installed within and outside the cutoff wall perimeter, and the upward hydraulic gradient is demonstrated by measuring groundwater elevations in monitoring well installed in the lower aquifer. This will ensure that groundwater flow direction will be into the waste material, and prevent any release of waste constituents into the groundwater outside the cutoff wall. The groundwater elevations in the hydraulic head monitoring wells will be measured semi-annually to verify the inward hydraulic gradient and to allow for calculation of the rise rate of the groundwater inside the cutoff wall. The conceptual groundwater control and hydraulic monitoring system showing groundwater elevations in the two sand and gravel units, as well as inside the surface impoundment from November 2005 is attached as Appendix J.

For the post-closure care period, the groundwater monitoring will include the hydraulic head monitoring at 8-paired wells and 3 wells in the lower sand unit.

C-4c&d Run-on/Run-off Control

A storm sewer is located around the perimeter of the cap area. A drainage ditch is located around the perimeter of the cap to collect storm water from both the cap area and outside the perimeter that drains to the ditch. Any storm water which percolates through the vegetative cover and topsoil to the PVC liner will drain toward the edge of the cap to be collected by drainage piping which rests on top of the geonet and below the geotextile. The drainage piping connects to the perimeter drainage ditch on the northern, southern, eastern and western edges of the cap. The drainage ditch connects to the storm sewer in the northeast and southwest corners of the cap. Refer to Figure 8 for the layout of the perimeter drainage ditch and drainage piping.

C-4e Cap Maintenance

The area with final cover and extending to the center line of the perimeter drainage ditch will be visually inspected. Erosion gullies exceeding 3 inches in depth will be marked and repaired when appropriate weather conditions occur (generally the spring or fall of the year).

C-4e(2) Cover Settlement, Subsidence and Displacement

A series of 8 settlement monuments have been installed in the final cover system. The monuments were surveyed semi-annually for the first 3 plus years of post-closure (through November 1999) and annually until 2011, thereafter, the monuments will be surveyed one time every three years. If settlement is noted during a visual inspection, however, the markers will be surveyed as soon as possible following the inspection to measure the amount of settlement. If the benchmarks are damaged, the benchmark will be replaced and resurveyed within 3 months and as weather permits. Any subsidence/settlement observed will be corrected during appropriate weather conditions in the spring and fall of the year.

C-4e(3) Vegetative Cover Condition

The cover system will be inspected for bare areas and quality of vegetation. Problem areas will be noted on the inspection checklist and accompanying figure. If overall growth of vegetation is poor, soil samples may be obtained and analyzed to assess appropriate applications of lime and fertilizer. If fertilizer is needed, the composition will be adjusted according to the sample results. Reseeding and/or fertilizing the bare areas will be performed during appropriate weather conditions either in the spring or fall of the year.

C-4e(4) Integrity of the Run-on and Run-off Control Measures

The two culverts that drain run-off from the perimeter ditch will be visually inspected to look for obstructions. In addition, the perimeter ditch will be visually inspected to look for areas where water could potentially pond. Any hindrances to flow in the drainage culverts or perimeter ditch will be removed during appropriate weather conditions.

C-5 Post-Closure Cost Estimate

The costs for annual post-closure care of the closed surface impoundment unit will be submitted to IDEM each year with the annual report. Estimated cost ranges are itemized in Attachment 5 of Appendix K. The total estimated cost for annual post-closure care (monitoring and maintenance) are in accordance with the applicable post-closure requirements, and based on recent experience at the Site. Based on the September 16, 1997 letter from Mr. Victor P. Windle, Chief, Hazardous Waste Permit Section, post-closure care began on June 4, 1996 and was approved at 30 years; however, as requested by IDEM, approved by the Bankruptcy Court and as included in the Settlement Agreement, the estimated funding for this Site was established to assume funds for the post-closure care would be sufficient through 2109. The annual post-closure cost was estimated based on the costs of RACER Trust to hire a third party to conduct post-closure care activities. The anticipated post-closure monitoring and maintenance activities are detailed in Attachment 5 of Appendix K and summarized as follows:

Groundwater System O&M

Annual groundwater sampling; annual report documenting the inward hydraulic gradient and groundwater quality (1 event/year);

Pump and discharge to sanitary sewer of 1.6 million gallons of interior groundwater (1 event/2years);

Groundwater monitoring well maintenance (1 event/year);
Replace groundwater monitoring wells (1 event/30 years);
Cut-off Wall Inspection (groundwater level measurements and data evaluation) (2 events/year);
Redevelop groundwater extraction wells (1 event/30 years); and,
Replace groundwater extraction pump (1 event/10 years).

Property O&M

Replace (3,000 ft) security fence (1 event/15 years);
Replace soil, seed and fertilize soil (10,000 sqft);
Vegetative maintenance (mowing) (6 events/year);
Routine inspections (4 events/year);
Surveying of settlement monuments (1 event/3 years);
Install access culvert (1 event/30 years); and,
Soil bentonite cut-off wall [replace approximately 220 linear feet (10% of 2,219 linear feet), 3 feet wide and 55 feet deep (1 event/30 years)].

Project Management

Administrative (40 hours/year); and
Agency Oversight (if required).

It should be noted that each year all of the above mentioned tasks may not be required and therefore, the annual budget submitted to IDEM for approval with the Annual Report may fluctuate (Attachment 5 of Appendix K).

RACER Trust will keep the updated post-closure care cost estimate (also known as the annual budget review submitted in the annual report) on file at the Discharge Building at the Site.

The former AGT Site is funded using a Property Funding Account as established in the Settlement Agreement and the State was to release the financial assurance instruments listed in Attachment D to the Settlement Agreement, including for the former AGT Site (Appendix B). The budgetary forecast included with each year's budget approval package will take into account the previous year's activities, and consistent with the terms of the Settlement Agreement will maintain a completion date of 2109. The revised cost estimate will be documented in the annual report. During the post-closure care period of the Site, RACER Trust will revise the post-closure cost estimate on an annual basis (via the annual budget authorization request). RACER Trust will keep the revised post-closure cost estimate in the storage cabinet at the Discharge Building of the Site.

C-6 Property Funding Account for Post-Closure Care

C-6b Property Funding Account

C-6b(1) Property Funding Account

The RACER Trust is funded using a Property Funding Account identified in the Settlement Agreement (Appendix B). According to the Agreement, the State is to release the financial assurance instruments listed in Attachment D to MLC/RACER based on the site funding in the Settlement Agreement. The funds included in the Settlement Agreement totaled \$1,668,108 and was reduced by expenses incurred from July 2010 through the effective date of the Trust. This cost is divided into three management categories as presented in Attachment A of the Settlement Agreement: “Minimum Estimated Property Funding” and “Reserve Property Funding” which is available in years 1 through 10 (and beyond) and “Operation, Monitoring and Maintenance Property Funding”, which is available in years 11 through 100.

Attachment D

Groundwater Monitoring

D-1 Interim Status Period Groundwater Monitoring Data

This section is not applicable at this time.

D-2 Aquifer Identification

The surface impoundment was constructed in a glacial-outwash deposit within the White River Valley. The White River is located one mile southeast of the surface impoundment unit. Eagle Creek, a tributary of the White River, is located one-half mile east of the impoundment. Eagle Creek flows in a southerly direction. Numerous ponds are located north and south of the surface impoundment. These ponds are remnants of sand and gravel quarries within the glacial-outwash deposit. The land surface immediately surrounding the impoundment gently rises from east to west with elevations ranging from 685 to 690 feet, MSL.

A soil boring program was implemented in 1985 to obtain data for use in the design of the groundwater monitoring network and the design and construction of the cutoff wall around the surface impoundment unit. Appendix D contains the Geraghty & Miller's *Hydrogeological, Geophysical, and Geotechnical Investigation of the Area Around Retention Basins #1 and #2*, dated August 1991. Geraghty & Miller reported that an upper sand and gravel unit extends from a few feet below ground surface to a depth of approximately 50 to 55 feet below ground surface (bgs). Geraghty & Miller performed a falling head slug test on March 22, 1993. The data collected was analyzed using the Bower and Rice method. Based on the analysis, the average hydraulic conductivity of the upper aquifer was 160 ft/day. Slug tests, however, tend to under predict the hydraulic conductivity because of well inefficiency. Based on the available data, ARCADIS Geraghty & Miller estimates the hydraulic conductivity of the upper aquifer beneath the Site is approximately 300 ft/day. Meyer et al., 1975 estimates the hydraulic conductivity values to range from 100-200 ft/day within the vicinity of the impoundment. The effective porosity of the upper sand and gravel aquifer was assumed to be 0.375.

The principal clay layer was encountered from approximately 50 to 55 feet bgs to approximately 70 feet bgs. The hydraulic conductivity values range from 5.5×10^{-7} cm/sec to 1.8×10^{-8} cm/sec (Appendix D). A clay lens was also encountered from approximately 31 to 40 feet bgs southeast of the surface impoundment, and south of the concrete retention basin #2 (Appendix D).

A lower sand and gravel unit (including silty-clayey sand and gravel with shale fragments) was encountered from approximately 65 to 70 feet bgs to approximately 105 feet bgs. Reported hydraulic conductivities for the lower sand and gravel aquifer from 200 to 390 feet/day (Meyer et al., 1975). The effective porosity of the lower sand and gravel aquifer was assumed to be 0.35. Competent bedrock was encountered at approximately 115 bgs. A geologic cross-section is included as Figure 5a of Appendix D.

Based on static water-level measurements recorded outside the surface impoundment in November 2005, groundwater flow in the upper aquifer outside of the slurry wall flows from the west to the east with an estimated hydraulic gradient of 0.0054 (MW-208B and MW-201B) directly north of the surface impoundment. The piezometric surface in the lower aquifer generally is to the north to northeast (Appendix J). The piezometric surface in the lower aquifer is likely influenced by the pumping rates of two nearby production wells used to supply water for Rolls-Royce's operations. The hydraulic gradient of the lower aquifer, based on data collected from the monitoring wells installed in the lower aquifer is estimated to be 0.004 (MW-202C and MW-203C). The historical and current groundwater elevation data is included as Table 2 in Appendix J.

D-3 Containment Plume Description

Background groundwater monitoring was completed for the surface impoundment in 1986. As described in the Closure Plan, no statistically significant increases in the indicator parameters were observed to trigger a compliance monitoring program. For the five year period before the construction of the cutoff wall, GM conducted groundwater quality monitoring around the surface impoundment unit. This monitoring system consisted of five well nests that were screened at depths that permitted monitoring of the top and base of the upper sand and gravel aquifer. The well nests were positioned around the surface impoundment such that two nests were hydraulically upgradient, two next were downgradient, and one nest was cross-gradient to the regulated unit. These five well nests were abandoned prior to construction of the cutoff wall.

As stated in Section C-4b, the sediment within the surface impoundment is encapsulated/contained from the environment via the soil barrier and composite cap, the soil bentonite cutoff wall, and the clay layer separating the upper sand unite and lower sand unit. The surface impoundment was closed in a manner resulting in a low potential for the migration of hazardous waste constituents via the uppermost aquifer to water supply wells or surface water bodies. The integrated engineering control system installed makes use of traditional groundwater monitoring system components for monitoring groundwater hydraulic heads.

D-4 Detection Monitoring Program

Four of the exterior monitoring wells (one upgradient and three downgradient) will be sampled during the annual monitoring events. These samples will be analyzed for the constituents identified below in accordance with the Sampling and Analysis Plan provided in Appendix H.

D-4a Indicator Parameters

Based on the nature of the waste and the historic groundwater monitoring results, selected metals and cyanide have been chosen as indicator chemical parameters. Therefore, the post-closure monitoring program will include monitoring of four exterior wells for arsenic, barium, cadmium, chromium, lead, mercury, silver, selenium and cyanide.

D-4a(1) Hazardous Waste Characterization

Summaries of the analytical results from the 1984 EP toxicity; May, 1985 EP toxicity; May, 1985 total constituents; and the 1987 total constituents analyses on the surface impoundment sediments are shown in Table 1 through Table 4. IDEM determined that the impoundment was used to treat F007 and F009 waste and IDEM classified it as a hazardous waste impoundment.

D-4a(2) Behavior of Constituents

Due to the inward hydraulic gradient that will be maintained throughout post-closure, the constituents are not expected to be mobilized and leave the area capped and surrounded by a slurry wall. Also, the sediments were significantly dewatered during the surcharge construction. The waste types, metals and cyanide, are persistent but are generally not very mobile in groundwater. These constituents are not expected to be of concern since the waste has been deposited in its location for numerous years and there were no statistically significant increases in constituent concentrations in groundwater detected during the interim status detection monitoring period. Further, the waste will remain encapsulated in that location with a very low probability of migration out of the contained impoundment area.

D-4a(3) Detectability

The chemical constituents listed above are easily detected in groundwater at levels below concentrations of concern using standard analytical methods. The estimated quantitation limits (EQLs) for each of the chemical constituents listed are found in Appendix H.

D-4b Groundwater Monitoring Program

The groundwater elevations and total well depths in the hydraulic head monitoring wells will be measured semi-annually. Four exterior wells (MW-201B, -202B, -203B, and -206B) will be sampled during the annual event as described in the Sampling and Analysis Plan (Appendix H). A report documenting the inward hydraulic gradient will be sent annually to IDEM. A report documenting the annual groundwater quality will be sent annually to IDEM within the specified timeframe.

In the event that the semi-annual groundwater gauging event shows that the inward hydraulic gradient is not verified as described in Attachment C-4b(2); notification of the failure of maintaining the inward gradient will be submitted to IDEM within 60 days of the gauging event, and the four exterior wells (MW-201B, -202B, -203B, and -206B) will be sampled during the semi-annual event immediately following the failed hydraulic monitoring event. The statistical evaluation will be completed on the analytical data within 90 days of collecting the samples and in accordance with Section 4.3 of this document. A report will be submitted to the Commissioner summarizing the statistical results. If subsequent semi-annual groundwater gauging events show that the inward hydraulic gradient continues to not be maintained, semi-annual sampling of the four exterior wells (MW-201B, -202B, -203B, and -206B) will be completed until the inward hydraulic gradient is verified in two consecutive semi-annual sampling events.

D-4b(1) Description of Wells

A monitoring well construction report, including the monitoring well number, coordinate location, total depth, screened interval, and well construction materials is included in Appendix F.

D-4b(2) Representative Samples

The sampling and analytical methods selected for this monitoring program have been chosen to ensure that representative samples are collected of the exterior groundwater. The Sampling and Analysis Plan is included as Appendix H.

D-4c Background Values

Background groundwater quality values for the indicator parameters are included in Appendix I and J. However, additional independent background samples will be collected from MW-206B and background water quality will be calculated as described below.

D-4c(1) Data Currently Available

Monitoring well MW-206B (background location) was sampled monthly for four consecutive months in accordance with procedures described in the Sampling and Analysis Plan approved in 2001. Additionally, monitoring well MW-206B has been monitored semi-annually since the start of the post-closure care groundwater monitoring program (2002 through 2011) in accordance with procedures described in the approved Sampling and Analysis Plan. The data obtained from this monitoring will be used to calculate the upgradient/background values for the indicator parameters.

D-4c(1)(a) Background Groundwater Quality Data

Background groundwater samples were collected from the background monitoring well, MW-206B, between August and November 2001. Based on the analysis of these samples, background concentrations and the statistical analysis for the monitored constituents were calculated and are summarized in a letter to IDEM dated March 12, 2002 (Appendix I). Additionally, Appendix I includes a letter from the laboratory summarizing the reevaluation of the EQLs (included as Attachment A to Appendix I) and a table summarizing the revised reporting limits (included as Table 2 in Appendix I). However, the background groundwater quality will be recalculated after sixteen independent samples are collected and analyzed from the background well. One background sample was collected from the designated background monitoring well annually and summarized in the Annual Monitoring Report (Table 1 in Appendix J). A summary of the historical Site groundwater elevation data is included in Table 7. Sample locations are shown on Figure 17.

D-4c(1)(b) Sampling Frequency

One groundwater sample will be collected annually from the background monitoring well and will be analyzed for the specified analytes for use in the background calculations. A summary of the background quality data is included in Appendix I and J.

D-4c(1)(c) Sampling Quantity

One sample will be collected semi-annually from the background monitoring well. Sample quantities needed for analysis of each indicator parameter is specified in Appendix H.

D-4c(1)(d) Background Values

Upon completion of obtaining the required sixteen independent background samples from MW-206B, a report will be submitted to IDEM to show that that background values for each monitoring parameter or constituent are expressed in the form necessary to determine statistically significant increases. The statistical approach to establishing background values is included in Attachment D-4d(7)(a) and Appendix H. Background values will be updated annually after each sampling event, if appropriate, as specified in the approved statistical procedures.

D-4c(2) Plan for Establishing Groundwater Quality Data

The following procedures will be used to establish water quality at the Site.

D-4d Sampling, Analysis and Statistical Procedures

Groundwater quality exterior to the containment area will be monitored annually. Four of the exterior monitoring wells will be sampled during the annual monitoring event.

D-4d(1) Sample Collection

The groundwater elevations in the hydraulic head monitoring wells will be measured using an electronic water level indicator. The water level indicator will be graduated with 0.01- foot markings and calibrated according to manufacturer's specifications. The probe will be rinsed with distilled water after each measurement. After obtaining groundwater elevation measurements, four wells will be sampled via low-flow/low-stress sampling procedures specified in the Sampling and Analysis Plan provided in Appendix H.

D-4d(2) Sample Preservation and Shipment

Samples will be preserved in accordance with the procedures specified in the Sampling and Analysis Plan (Appendix H).

D-4d(3) Analytical Procedures

Chemical analysis will be performed in accordance with the procedures specified in EPA Document SW-846 (e.g., Method 6010B for Ag, As, Ba, Cd, Cr, Pb, and Se; Method 7470A for Hg; and Method 9010B for cyanide) as detailed in the Sampling and Analysis Plan (Appendix H). The chemical constituents listed above are easily detected in groundwater at levels below concentrations of concern using standard analytical methods. The EQLs for the chemical constituents listed above are provided in Appendix H. Additionally, Appendix I includes a letter from the laboratory summarizing the reevaluation of the EQLs (included as Attachment A to Appendix I) and a table summarizing the revised reporting limits (included as Table 2 in Appendix I).

D-4d(4) Chain-of-Custody

All samples will be handled under strict Chain-of-Custody controls and documentation, utilizing labels provided by the analytical laboratory and RACER Trust-specific chains-of-custody, as described in Appendix H.

D-4d(5) Additional Requirements for Compliance Point Monitoring

D-4d(5)(a) Sampling Frequency

The compliance point groundwater monitoring wells will be sampled annually for chemical analysis (Appendix H).

D-4d(5)(b) Compliance Point Groundwater Quality Values

Three wells have been selected for monitoring downgradient groundwater quality (MW-201B, MW-202B and MW-203B). Historical and current groundwater elevations and data collected during the post-closure monitoring program are provided in Table 6 and Appendix J, respectively.

D-4d(6) Annual Determination

Preparation of groundwater flow maps will allow confirmation that the upgradient well (MW-206B) continues to be upgradient and the downgradient wells (MW-201B, -202B and -203B) continue to be downgradient. Groundwater flow rate is calculated by taking the change in hydraulic head between two separate monitoring wells divided by the total distance between the monitoring wells, multiplying the result by the hydraulic conductivity, and dividing the product by the effective porosity. Groundwater flow direction is identified as being perpendicular to the groundwater elevation contours. The determination of the flow rate and direction will be included in the annual evaluation report that will be submitted to IDEM.

D-4d(7) Statistical Determination

RACER Trust will compare groundwater quality in the downgradient wells to background groundwater quality observed in MW-206B to determine if there is a statistically significant increase in the concentration of the indicator parameters between MW-206B and the downgradient wells.

D-4d(7)(a) Statistical Procedure

The initial statistical comparison was conducted in 2001 and 2002 and summarized in a letter to IDEM dated March 12, 2002 (Appendix I of the permit application). The background quality will be established in accordance with the procedures described in Attachment D-4c(2). Data analysis of both the background and compliance well datasets will be conducted following the procedures detailed in the Sampling and Analysis Plan provided in Section 4.3 (Data Analysis) of Appendix H. Statistical methods are proposed that are consistent with USEPA guidance, including the Statistical Analysis of Ground Water Monitoring Data at RCRA Facilities, Interim Final Guidance (EPA/530-SW-89-026, April 1989), Addendum to Interim Final Guidance (July 1992), Data Quality Assessment: Statistical Methods for Practitioners, EPA QA/G-9S (EPA/240/B-06/003, February 2006), and ProUCL Version 4.0 Technical Guide (EPA/600/R-07/041, April 2007). An upper bound background concentration will be defined by an upper

tolerance interval that provides 99% coverage with 95% confidence (i.e., 95/99 UTL). The UTL calculation method that is recommended by USEPA (1992) will be selected based on the statistical properties of the dataset, including sample size, frequency of detects, goodness-of-fit tests, and probability plots. Specifically, for datasets with many nondetects, USEPA recommends calculating a Poisson UTL (USEPA, 1992; Section 2.2.5) based on a method originally described by Gibbons (1987, Statistical Models for the Analysis of Volatile Organic Compounds in Waste Disposal Sites. Ground Water, 25: 572-580; and 1994 [pp. 38-40], Statistical Methods for Groundwater Monitoring. John Wiley & Sons, New York). Compliance well data will be compared to the UTL on a point-by-point basis to determine if one or more site observations exceed an upper bound background concentration. Constituents for which one or more exceedances are noted in the compliance well dataset will be subsequently evaluated using hypothesis tests appropriate for evaluating differences in both central tendency (e.g., Wilcoxon Rank Sum and Gehan tests) and upper tails (e.g., quantile test) at an $\alpha=0.05$ significance level.

If statistically significant increases above background are observed, RACER Trust will notify the Commissioner in writing within 60 days of the sampling date (document provided according to the Commissioner's requirements), and sample and analyze groundwater from the well (or wells) indicating an increase to verify the observed result (within 75 days of the original sample date).

D-4d(7)(b) Results

The groundwater sampling results and statistical analysis report which documents the annual monitoring program will be provided to IDEM within sixty (60) days of the final laboratory technical report. If groundwater quality results indicate a statistically significant change for any sampled parameters in the sampled wells, within 60 days of the sampling event, IDEM will be notified of which parameters and monitoring wells the statistically significant increase(s) occurred. After notifying IDEM of the statistically significant change, a verification sample from the non-statistically compliant monitoring well will be collected within 15 days (or 75 days from the original date) and analyzed for the parameters that indicated a statistical significant change. IDEM will be provided the groundwater sampling results and statistical analysis report which documents the verification sampling event within sixty (60) days of the verification sample date. The groundwater quality report will be submitted to IDEM as 2 bound hard copies and one electronic copy (document provided according to the Commissioner's requirements). The hydraulic evaluation report will be submitted to IDEM annually by March 1 each year.

If RACER Trust cannot verify the inward gradient in accordance with Attachment C-4b(2), they will notify the Commissioner in writing within 60 days of the gauging event, and commence semi-annual groundwater quality sampling at the next regularly scheduled event.

D-5 Compliance Monitoring Program

This section is not applicable at this time.

D-6 Corrective Action Program

This section is not applicable at this time.

Table 5: Intentionally left blank.

Table 5a: Intentionally left blank.

Appendix B

Financial Assurance

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	Case No. 09-50026 (REG)
f/k/a/ GENERAL MOTORS CORP., <i>et</i>	:	
<i>al.</i> ,	:	
	:	Jointly Administered
Debtors.	:	
	:	
-----	X	

**NOTICE OF LODGING OF
PROPOSED SETTLEMENT AGREEMENT**

The United States of America hereby lodges with the Court the proposed Settlement Agreement attached hereto as Exhibit 1.

In accordance with Paragraphs 107 and 108 of the proposed Settlement Agreement, the United States requests that the Court not approve the proposed Settlement Agreement at this time. This Settlement Agreement has been executed by all parties other than the Saint Regis Mohawk Tribe, which is expected to file its executed signature page to the Settlement Agreement shortly, following a public hearing scheduled to take place this evening, on October 20, 2010. Notice of the lodging of the proposed Settlement Agreement will be published in the

Federal Register, following which the United States Department of Justice will accept public comments on the proposed Settlement Agreement for a 30-day period. In addition, the United States understands that one or more of the states that are party to the proposed Settlement Agreement may accept public comments on the proposed Settlement Agreement. After the conclusion of the public comment period, the United States and the States will file with the Court any comments received, as well as responses to the comments, and at that time, if appropriate, will request that the Court approve the proposed Settlement Agreement.

Dated: New York, New York
October 20, 2010

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for the United States of America

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EXHIBIT 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:	)	
	)	Case No. 09-50026 (REG)
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	)	Chapter 11
f/k/a General Motors Corp., <i>et al.</i> ,	)	(Jointly Administered)
	)	
Debtors.	)	

**ENVIRONMENTAL RESPONSE TRUST
CONSENT DECREE AND SETTLEMENT AGREEMENT
AMONG DEBTORS,
THE ENVIRONMENTAL RESPONSE TRUST ADMINISTRATIVE TRUSTEE,
THE UNITED STATES,
THE STATES OF DELAWARE, ILLINOIS, INDIANA, KANSAS, MICHIGAN,
MISSOURI, NEW JERSEY, NEW YORK, OHIO, WISCONSIN, COMMONWEALTH
OF VIRGINIA, THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL
QUALITY, THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL
PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF
THE COMMONWEALTH OF PENNSYLVANIA AND THE SAINT REGIS
MOHAWK TRIBE**

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ENVIRONMENTAL RESPONSE TRUST
CONSENT DECREE AND SETTLEMENT AGREEMENT

WHEREAS, this Environmental Response Trust Consent Decree and Settlement Agreement (the "Settlement Agreement") is made and entered as of the ____ day of ____, 2010, by and among MOTORS LIQUIDATION COMPANY ("MLC"), formerly known as General Motors Corporation ("General Motors Corp."), Remediation and Liability Management Company, Inc. ("REALM") and Environmental Corporate Remediation Company, Inc. ("ENCORE") (collectively the "Debtors"); the UNITED STATES OF AMERICA (the "United States"); the States of DELAWARE, ILLINOIS, INDIANA, KANSAS, MICHIGAN, MISSOURI, NEW JERSEY, NEW YORK, OHIO, VIRGINIA and WISCONSIN and the LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY, the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION and DEPARTMENT OF ENVIRONMENTAL PROTECTION OF THE COMMONWEALTH OF PENNSYLVANIA, (collectively the "States"); the SAINT REGIS MOHAWK TRIBE (the "Tribe"); and EPLET, LLC, not individually but solely in its representative capacity as Administrative Trustee of the Environmental Response Trust established hereby (the "Administrative Trustee").

WHEREAS, on June 1, 2009, General Motors Corp. and three wholly-owned direct or indirect subsidiaries filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in this Court (the "Bankruptcy Court"); then, on October 9, 2009, REALM and ENCORE each filed voluntary petitions for relief under chapter 11 in the Bankruptcy Court. The Debtors' cases are being jointly administered in the Bankruptcy Court. The Debtors' cases are collectively referred to as the "Bankruptcy Cases,"

WHEREAS, on June 1, 2009, General Motors Corp. also filed a motion to approve the sale of substantially all of its assets pursuant to 11 U.S.C. § 363;

WHEREAS, as part of the sale of assets, General Motors Corp. excluded from the sale certain real property and personalty it owned;

WHEREAS, on July 5, 2009, the Bankruptcy Court approved the sale of assets to NGMCO, Inc. (a/k/a Newco), now known as General Motors Company (“New GM”);

WHEREAS, following the sale of assets, General Motors Corp. was renamed Motors Liquidation Company (“MLC”), and has continued to own and manage the real property assets excluded from the sale to Newco;

WHEREAS, the Debtors have environmental liabilities at certain of the properties set forth and defined in Attachment A (the “Properties”) and many of those Properties have been and/or will be the subject of environmental response activities and other work;

WHEREAS, on June 25, 2009, the Bankruptcy Court, pursuant to Bankruptcy Code Section 363, entered a Final Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (a) Approving a DIP Credit Facility and Authorizing the Debtors to Obtain Post-Petition Financing Pursuant Thereto, (b) Granting related Liens and Super-Priority Status, (c) Authorizing the Use of Cash Collateral and (d) Granting Adequate Protection to Certain Pre-Petition Secured Parties (the “DIP Order”), pursuant to which the United States Department of the Treasury (“U.S. Treasury”) and Export Development Canada (“EDC”) lent MLC \$950 million in funding under a debtor-in-possession credit agreement (“DIP Loan”) for purposes of, among other things, the orderly winding down of MLC’s affairs;

WHEREAS, on July 5, 2009, the Bankruptcy Court amended the DIP Order and entered an Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (a) Approving Amendment to DIP Credit Facility to Provide for Debtors' Post-Petition Wind-Down Financing, pursuant to which the U.S. Treasury and EDC increased their loan to MLC from \$950 million to \$1.175 billion in DIP Loan funding for the orderly winding down of MLC's affairs;

WHEREAS, the United States on behalf of the Environmental Protection Agency ("U.S. EPA"), the States and the Tribe (U.S. EPA, the States and the Tribe are hereinafter referred to collectively as the "Governments") have alleged that MLC and/or affiliated Debtors are potentially responsible or liable parties with respect to the Properties and surrounding areas where Hazardous Substances have migrated, are continuing to migrate, or otherwise have or will come to be located, and are obliged as an owner of the Properties to comply with applicable law including state and federal environmental laws;

WHEREAS, the United States on behalf of U.S. EPA has alleged that it has incurred past response costs, and/or may incur future response costs, under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, in connection with certain Properties for which Debtors allegedly are liable and that Debtors are liable for all post-petition response costs and the performance of Environmental Actions under CERCLA relating to the Properties as an owner thereof;

WHEREAS, the States and the Tribe have alleged that they have incurred past response costs, and/or may incur future response costs, under CERCLA or state environmental laws and, in connection with certain Properties for which Debtors are liable, that Debtors are liable for all post-petition environmental response costs and the performance

of Environmental Actions under CERCLA or state law relating to the Properties as an owner thereof;

WHEREAS, the Governments have alleged that the Debtors have liabilities in connection with several of the Properties to implement closure and post-closure work and corrective action work, and perform any necessary action with respect to any imminent and substantial endangerment to health or the environment as required by the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901 *et seq.* and State environmental statutes, including any permits or orders issued thereunder;

WHEREAS, on November 28, 2009, the United States timely filed duplicate copies of a Proof of Claim against MLC both in the Bankruptcy Court and directly with Debtors’ claims agent, and the two copies of the identical Proof of Claim were assigned Nos. 67362 and 64064, and on April 16, 2010, filed Proofs of Claim against REALM and ENCORE which were assigned Nos. 70254 and 70255, respectively, (collectively, the “U.S. Environmental Proofs of Claim”). The U.S. Environmental Proofs of Claim protectively set forth, inter alia, claims or causes of action for future work with respect to the Properties, and set forth claims for past costs for the Properties;

WHEREAS, various of the States timely filed Proofs of Claim in the Bankruptcy Cases as follows: Nos. 48416 (Delaware); 44875 (against MLC) and 70228 (against REALM) (Illinois); 59181 (against MLC) (Indiana); 45638 (Kansas); 65349 (Massachusetts Department of Environmental Protection); 60528 (against MLC) and 70233 (against REALM) (Michigan Department of Natural Resources and Environment); 60897 (against MLC), 70235 (against REALM) (Missouri); 44869 and 48352 (New Jersey); 50587 (New York); 50676 (against MLC) and 70234 (against REALM) (Ohio); and 44759 (Wisconsin), which, inter alia,

set forth claims and causes of action under environmental laws in connection with the Properties. Such proofs of claim filed by the States are hereinafter referred to as the “State Environmental Proofs of Claim”. Certain of the States’ Environmental Proofs of Claim protectively set forth, inter alia, claims or causes of action for future work with respect to the Properties, and set forth claims for past costs for the Properties;

WHEREAS, the Tribe timely filed Proof of Claim No. 59086 (against MLC) in the Bankruptcy Cases setting forth claims or causes of action under environmental laws with respect to the Massena, New York Property. The proof of claim filed by the Tribe is hereinafter referred to as the “Tribe Proof of Claim”;

WHEREAS, the Tribe Proof of Claim, State Environmental Proofs of Claim and the U.S. Environmental Proofs of Claim are hereinafter referred to collectively as the “Government Proofs of Claim”;

WHEREAS, on August 31, 2010, the Debtors filed a chapter 11 Plan of Liquidation (“Plan”), which as amended will annex and incorporate the terms of this Settlement Agreement;

WHEREAS, Debtors and the Governments have agreed to enter into this Settlement Agreement in connection with the Properties as provided herein, which will place certain of the Properties and certain other assets of Debtors into an environmental response trust, to settle, compromise and resolve their disputes relating to the Properties, as provided herein;

WHEREAS, the Governments have agreed to the provisions and language of this Settlement Agreement based on the unique facts and circumstances present in this case, and nothing in this Settlement Agreement shall be treated as having any precedential value in any other bankruptcy;

WHEREAS, in consideration of, and in exchange for, the promises and covenants herein, the parties hereby agree to the terms and provisions of this Settlement Agreement;

WHEREAS, the obligations undertaken by Debtors pursuant to this Settlement Agreement are in the nature of compromises and it is the position of the Governments that these obligations are less than the Governments would seek in the absence of this settlement; and

WHEREAS, this Settlement Agreement is fair, reasonable, and in the public interest, and is an appropriate means of resolving the matters addressed in this Settlement Agreement.

NOW, THEREFORE, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties by their authorized attorneys and authorized officials, it is hereby agreed as follows:

I. DEFINITIONS

1. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA, RCRA, state environmental law or their respective regulations, or in the Bankruptcy Code shall have the meaning assigned to them in CERCLA, RCRA, state environmental law or their respective regulations, or in the Bankruptcy Code, as applicable. Whenever terms listed below are used in this Settlement Agreement, the following definitions shall apply:
2. “Administrative Funding Account” shall mean the funding held by the Environmental Response Trust for the costs necessary for the administration of the Environmental Response Trust and the orderly wind-down of the Properties, including, but not limited to, administrative and personnel costs, including professional and legal fees, security, utilities, maintenance, property taxes, property marketing costs, and demolition costs unrelated to Environmental Actions. Such funding shall be set aside in separate dedicated subaccounts.

Funds in the Administrative Funding Account shall not be used by the Administrative Trustee to fund any Environmental Action.

3. “Administrative Funding Reserve Account” shall mean the funding held by the Environmental Response Trust in a separate dedicated account for the express purpose of being used by the Administrative Trustee to fund actual or projected shortfalls in the Administrative Funding Account identified by the Administrative Trustee prior to the third anniversary of the Effective Date. Such shortfalls are strictly limited to unexpectedly high demolition costs and Property holding costs and unexpectedly low proceeds derived from rental of Properties or proceeds derived from the sale of Properties or personalty. The Administrative Funding Reserve Account shall not be used under any circumstances to fund any Environmental Action or any administrative or personnel matters, including legal or professional matters.

4. “Administrative Trustee” shall mean (i) EPLET, LLC, not individually but solely in its representative capacity as Administrative Trustee, by and through Elliott Laws, not individually but solely in his representative capacity as president, manager or managing member of the Administrative Trustee, of the Environmental Response Trust that is created pursuant to this Settlement Agreement, the accompanying Environmental Response Trust Agreement (the “Trust Agreement”) and the Debtors’ Plan, as detailed in, *inter alia*, Paragraphs 42-44 of this Settlement Agreement, and (ii) any successor thereto.

5. “Annual Cleanup Budget” shall mean the annual budget for Environmental Actions for each Property including any amendments thereto, as described in, *inter alia*, Paragraphs 43, 44, and 49 through 51 of this Settlement Agreement.

6. "Cleanup Manager" shall mean an employee of the Environmental Response Trust or the Administrative Trustee with responsibilities for certain Environmental Actions and related activities at Properties located in a specified geographic area, as described in, *inter alia*, Paragraphs 45-47 of this Settlement Agreement.
7. "Cushion Funding Account" shall mean the funding held by the Environmental Response Trust that is available for Environmental Actions at any of the Properties under the circumstances described in Paragraphs 57 and 58 of this Settlement Agreement.
8. "Effective Date" shall mean the day on which the Plan becomes effective in accordance with its terms and the Bankruptcy Court's order confirming the Plan.
9. "Environmental Action" shall mean any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed restrictions, oversight costs and OMM activities authorized or required under law with respect to a Property.
10. "Environmental Response Trust" shall mean the Environmental Response Trust created pursuant to this Settlement Agreement, the Trust Agreement, and the Plan.
11. "Environmental Response Trust Protected Parties" shall mean the Administrative Trustee, individually and/or in its capacity as official representative of the Environmental Response Trust, and the Environmental Response Trust's and the Administrative Trustee's shareholders, members, officers, managers, directors, employees (including but not limited to the Cleanup Managers and the Redevelopment Manager), attorneys, and agents, if any, solely in their capacities as such. For avoidance of doubt, the Environmental Response Trust is not an Environmental Response Trust Protected Party.

12. “Final Order” shall mean a court order that has not been reversed, stayed, modified, or amended, and as to which (i) the time to appeal, seek review, rehearing or remand, or petition for certiorari has expired and no timely filed appeal or petition for review, rehearing, remand or certiorari is pending; or (ii) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

13. “Governments” shall mean the United States, the States, and the Tribe.

14. “Hazardous Substances” shall mean all materials, substances, or wastes defined, designated, regulated or classified as hazardous, toxic or radioactive, under any federal or state environmental law, whether by type or by quantity, and shall include but not be limited to petroleum or any derivative or by-product thereof and asbestos-containing materials.

15. “Lead Agency” shall mean the agency designated as such for each Property, as reflected on Attachment A, Column 7 to this Settlement Agreement. For each Property, the Lead Agency shall either be the U.S. EPA, or an agency of the State in which the Property is located. The U.S. EPA and the State in which a Property is located may provide the Administrative Trustee with joint written notice that the Lead Agency for the Property has changed.

16. “Long Term OMM Property Funding Account” shall mean the funding (if any) to be held by the Environmental Response Trust and to be set aside in separate dedicated subaccounts for each Property and preserved for OMM with respect to each Property beginning ten years after the Effective Date.

17. “Minimum Estimated Property Funding Account” shall mean the funding to be held by the Environmental Response Trust, and to be set aside in separate dedicated subaccounts for

each Property, that has been estimated as the minimum amount of funding with respect to Environmental Actions with respect to each Property.

18. “OMM” shall mean operation, monitoring and maintenance activities required as Environmental Action.

19. “Plan” means the Chapter 11 Plan of Liquidation filed by Debtors on August 31, 2010, as amended, modified and supplemented from time to time and incorporating this Settlement Agreement.

20. “Properties” shall mean the 89 properties set forth on Attachment A.

21. “Redevelopment Manager” shall mean the employee of the Environmental Response Trust or the Administrative Trustee with responsibilities relating to the return of Properties to beneficial use, as described in, *inter alia*, Paragraph 48 of this Settlement Agreement.

22. “Reserve Property Funding Account” shall mean the funding to be held by the Environmental Response Trust, and to be set aside in separate dedicated subaccounts for each Property, that has been estimated as an appropriate amount of reserve funding with respect to Environmental Actions with respect to each Property for use in performing Environmental Actions with respect to each Property upon exhaustion of the Minimum Estimated Property Funding Account.

23. “States” shall mean the States (or Commonwealths) of Delaware, Illinois, Indiana, Kansas, Michigan, Missouri, New Jersey, New York, Ohio, Virginia, and Wisconsin, the Louisiana Department of Environmental Quality, the Massachusetts Department of Environmental Protection, and the Department of Environmental Protection of the Commonwealth of Pennsylvania.

24. "Support Agency" shall mean the agency listed as such for each Property on Attachment A Column 8 to this Settlement Agreement. Where a State agency is the Lead Agency, U.S. EPA will be the Support Agency; where U.S. EPA is the Lead Agency, a State Agency and/or St. Regis Mohawk Tribe will be the Support Agency or Agencies.

25. "Tribe" shall mean the Saint Regis Mohawk Tribe.

26. "United States" shall mean the United States of America, and all of its agencies, departments, and instrumentalities, including the U.S. EPA and the U.S. Treasury.

II. JURISDICTION

27. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.

III. PARTIES BOUND; SUCCESSION AND ASSIGNMENT

28. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the parties hereto, their legal successors and assigns, and any trustee, examiner or receiver appointed in the Bankruptcy Cases.

IV. PURPOSES AND FORMATION OF THE ENVIRONMENTAL RESPONSE TRUST

29. The purpose of the Environmental Response Trust shall be to conduct, manage and/or fund Environmental Actions with respect to certain of the Properties, including the migration of Hazardous Substances emanating from certain of the Properties, in accordance with the provisions of this Settlement Agreement and the Trust Agreement; to reimburse the Lead Agency for Environmental Actions it conducts or has agreed to pay for with respect to the Properties; to own certain of the Properties, carry out administrative and property management functions related to the Properties and pay associated administrative costs; and to try to sell or transfer the Properties owned by the Environmental Response Trust with the

objective they be put to productive or beneficial use. The Environmental Response Trust is separate and distinct from the Debtors, and is formed for the purposes expressly set forth herein.

30. On the Effective Date and simultaneously with the payments to the Environmental Response Trust under Paragraph 32 hereof and pursuant to the Plan, Debtors shall transfer, assign and deliver to the Environmental Response Trust all of their rights, title, and interest in and to each of the Properties, including, without limitation, all of their fee ownership in the Properties and other Environmental Response Trust Assets as defined in the Environmental Response Trust Agreement, including all appurtenances, rights, easements, rights-of-way, mining rights, mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, or other interests, including all personalty, related to the Properties (including without limitation all fixtures, improvements, and equipment located thereon as of the Effective Date). After the establishment and funding of, and the conveyance of the Properties owned by Debtors to, the Trust as provided in this Settlement Agreement, the Debtors and their successors, assigns, officers, directors and employees in their respective capacities as such shall have no further role or residual interest with respect to the Trust or the Properties other than as expressly provided in Paragraphs 41, 93, 100 through 104 of this Settlement Agreement, nor shall they have any further liability, duty or obligation in connection with the matters resolved in this Settlement Agreement, including all environmental claims and other environmental liabilities asserted in any proof of claim filed by the Governments with respect to the Properties, other than as expressly reserved in Paragraphs 41, 93, 100 through 104 of this Settlement Agreement. Pursuant to section 1146 of the Bankruptcy Code, the following shall not be subject to any stamp tax, transfer tax,

intangible tax, recording fee, or similar tax, charge, or expense to the fullest extent provided for under the Code: (i) the issuance, transfer, or exchange of any securities, instruments, or documents; (ii) the creation of any lien, mortgage, deed of trust, or other security interest; or (iii) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan or the sale or transfer of any assets of the Debtors into the Environmental Response Trust; any deeds, bills of sale, or assignments executed in connection with and in furtherance of the Plan; the Confirmation Order; this Settlement Agreement; the Trust Agreement; or the Environmental Response Trust, which are being entered into and created in connection with the Plan.

31. The transfer of ownership of the Properties and personalty to the Environmental Response Trust shall be a transfer pursuant to the Plan of all of the Debtors' rights, title and interests therein, and such transfer of the Properties and personalty (i) shall be as is and where is, with no warranties of any nature whatsoever; (ii) shall, except for any statutory liens for property and ad valorem taxes not yet due and payable against the Properties, to the maximum extent permitted by law, be made free and clear of all claims, liens and interests, including but not limited to liens for the payment of monetary claims, such as property taxes, liens held for costs related to Environmental Actions undertaken prior to the Effective Date, or other monetary claims asserted or that could have been asserted in the Bankruptcy Cases, but shall remain subject to any existing *in rem* claims that do not secure payment of monetary claims (such as easements or deed restrictions), and all liens, claims or security interests of the lenders under the DIP Loan pursuant to the DIP Credit Agreement (as defined in the Plan) and any order of the Bankruptcy Court approving the DIP Credit Agreement, provided, however,

that the Required Lenders (as defined in the DIP Credit Agreement) hereby consent to the sale of all Properties or personalty securing those liens, claims and interests if such sale is made in accordance with the approved annual budget and the provisions of this Settlement Agreement, the Trust Agreement and the Plan; (iii) shall be subject to any rights of the Governments under this Settlement Agreement or the Trust Agreement; and (iv) shall be accomplished by quitclaim deed, in a form substantially similar to the quitclaim deed attached as Exhibit B to the Trust Agreement, and/or personal property bill of sale without warranty, all such conveyance documents to be agreed to in form by the Debtors and the Environmental Response Trust, provided that in no event shall the conveyance include any warranty whatsoever by the grantor by virtue of the grant document or statutory or common law or otherwise. The Debtors, or the entity administering the Plan for the benefit of the creditors, as applicable, shall cooperate with the Governments and the Administrative Trustee to record or cause to be recorded in the appropriate real property records the transfer documents with respect to the Properties within five business days of the Effective Date. Debtors shall pay all property and ad valorem taxes relating to the Properties and other assets owned by the Environmental Response Trust that are due on or prior to the Effective Date (and the Environmental Response Trust shall not be liable for such taxes), and the Environmental Response Trust shall pay all property and ad valorem taxes relating to the Properties and other assets owned by the Environmental Response Trust that are due after the Effective Date. On the Effective Date, the Debtors shall execute and record releases of any liens or security interests held by any of the Debtors or any creditors against any Property, provided, however that the liens or security interests against any Property or personalty held by the Required Lenders under the DIP Loan shall not be released prior to, and shall be released upon, the

Environmental Response Trust's completion of a sale of such Property or personalty. After Debtors execute this Settlement Agreement, Debtors shall not further encumber the Properties or Debtors' other interests therein and shall maintain the Properties, including the improvements thereon and the fixtures thereto that are related to Environmental Actions in the condition that they exist as of the date of such execution, except to the extent that ongoing Environmental Actions require otherwise or, with respect to demolition activities at Properties with existing and prospective contracts for demolition activities listed on Attachment B.

Notwithstanding anything to the contrary herein or in the Plan, the lenders under the DIP Credit Agreement shall maintain any and all liens on any Collateral (as defined in the DIP Credit Agreement) and any transfer of that Collateral to the Environmental Response Trust shall not be made free and clear of the liens of the lenders under the DIP Credit Agreement, provided however that the Required Lenders hereby consent to the expenditure or sale of all Collateral securing those liens, claims and interests if such sale is made in accordance with the approved annual budget and the provisions of this Settlement Agreement, the Trust Agreement and the Plan.

32. On the Effective Date, and subject to adjustments as provided in Paragraph 36 of this Settlement Agreement as applicable, Debtors shall make a payment to fund the Environmental Response Trust in the amount of no less than \$641,434,945; and the Debtor shall pay or cause to be paid to the Expendable Trust as defined in Paragraph 79 of this Agreement in the amount of \$786,944, and the 807 Trust Fund as defined in Paragraph 80 of this Agreement in the amount of \$102,390. The Environmental Response Trust funding amount consists of (i) a Minimum Estimated Property Funding Account containing funding with respect to each Property as set forth on Attachment A Column 2 attached hereto and totaling \$295,036,131,

(ii) a Reserve Property Funding Account containing funding with respect to each Property as set forth on Attachment A Column 3 attached hereto and totaling \$52,065,197, (iii) a Long Term OMM Property Funding Account containing funding (if any) for each Property as set forth in Attachment A Column 4 attached hereto and totaling \$84,099,794; (iv) the Cushion Funding Account totaling \$68,233,823; (v) the Administrative Funding Account in an amount of no less than \$102 million; and (vi) the Administrative Funding Reserve Account totaling \$40 million.

33. Environmental Response Trust funding of the Minimum Estimated Property Funding Accounts, Reserve Property Funding Accounts, and Long Term OMM Property Funding Accounts shall be held in trust in segregated trust subaccounts for each Property as provided in this Settlement Agreement and the Trust Agreement. Environmental Response Trust funding with respect to the Administrative Funding Account and the Cushion Funding Account each shall be held in trust in a segregated trust subaccount as provided in this Settlement Agreement. Funding from a subaccount for a Property may not be used for another Property except as otherwise expressly provided by and in accordance with this Settlement Agreement.

34. All interest earned in a subaccount shall be retained in such subaccount and used only for the same purposes as the principal in that subaccount as provided in this Settlement Agreement, subject to any reallocation provided for in accordance with the terms of this Settlement Agreement.

35. Notwithstanding any other provision of this Settlement Agreement or the Trust Agreement, "separately dedicated subaccounts" may be accomplished by accounting entries and nothing herein shall preclude the Administrative Trustee from commingling funds solely

for investment or administrative purposes, provided, however, that the Administrative Funding Account and Administrative Reserve Funding Account shall not be commingled with any other accounts under any circumstances.

Funding Adjustments.

36. (a) The amount of funding provided with respect to any Property in the Minimum Estimated Property Funding Account and Reserve Property Funding Account shall be reduced on the Effective Date to reflect actual expenditures by the Debtors at the Property for third party contractor costs for Environmental Actions at the Property (1) that were paid by Debtors between July 1, 2010, and October 31, 2010, except to the extent already credited under Attachment A, provided that the costs for which the Debtors are seeking reduction were approved in writing by the Lead Agency (including approval of an estimate of such costs), and (2) any actual expenditures by the Debtors at the Property for third party contractor costs for Environmental Actions with respect to a Property between November 1, 2010 and the Effective Date will be a reduction provided that such costs were pre-approved in writing by the Lead Agency (including pre-approval of an estimate of such costs). In no event shall any reductions be made for Environmental Actions performed by Debtors between July 1, 2010, and the Effective Date that exceed either the cost for them in the Property's Minimum Estimated Property Funding Account or Reserve Property Funding Account or any approval or pre-approval of such costs. Following completion of any such Environmental Action and payment thereof, Debtors shall provide documentation to the Lead Agency of the exact amount of the expenditure. In no event shall reductions be made for expenditures of Debtors that are not reimbursements of expenditures for and payments to third party contractors. In no event shall reductions be made for expenditures of Debtors on any property that is not related

to a Property set forth on Attachment A hereto. Any reductions or payments under this Paragraph are subject to the approval in writing of the Lead Agency that the reductions or payments are consistent with this Paragraph. Any disputes under this Paragraph shall be resolved by the Bankruptcy Court.

(b) The amount of funding provided with respect to the Administrative Funding Account shall be adjusted on the Effective Date to reflect actual expenditures by the Debtors, as a result of any delay in the Effective Date beyond December 31, 2010, for administrative costs that were part of Debtors projected budget for the Administrative Funding Account. Such adjustment shall be subject to the approval of the U.S. Treasury.

37. Debtors shall, on or before the Effective Date, directly reimburse a Lead Agency for costs expended by the Lead Agency for Environmental Actions with respect to a Property between June 1, 2009 and December 31, 2010 for Properties transferred to the Environmental Response Trust by MLC, or October 9, 2009 and December 31, 2010 for Properties transferred to the Environmental Response Trust by REALM or ENCORE, provided that (i) the applicable Debtor, the Lead Agency, and U.S. Treasury agree that the costs for which the Lead Agency is seeking reimbursement were included in the Property's Minimum Estimated Property Funding Account or Reserve Property Funding Account or were for Emergency Environmental Actions within the meaning of Paragraph 49; and (ii) the amount of funding provided with respect to any Property in the Minimum Estimated Property Funding Account and Reserve Property Funding Account is reduced on the Effective Date to reflect actual payments made by the Debtors to the Lead Agency. In the event of a dispute between the relevant Debtor, the United States, and/or Lead Agency regarding the Debtor's reimbursement of costs incurred by the Lead Agency as provided for in this Paragraph, the Bankruptcy Court

shall resolve the dispute. Any costs expended by the Lead Agency for Environmental Actions with respect to a Property between January 1, 2011 and the Effective Date will be included in, and reimbursed by the Trust after the Effective Date pursuant to the Property's first approved Annual Cleanup Budget provided that those costs were included in the Property's Minimum Estimated Property Funding Account or Reserve Property Funding Account or were for Emergency Environmental Actions within the meaning of Paragraph 49. Under no circumstances will the Debtors or the Environmental Response Trust under this Paragraph pay any costs expended by the Governments in connection with any work relating to Debtors' bankruptcy proceedings.

38. The United States shall be the sole beneficiary of the Environmental Response Trust.

39. The United States, the States, and the Tribe shall have the rights and powers set forth in this Settlement Agreement and the Trust Agreement, and nothing shall limit their ability to enforce those rights and powers, including but not limited to (i) the right to file suit against Debtors or the Administrative Trustee for failure to fund on the Effective Date the Environmental Response Trust's Minimum Estimated Property Funding Accounts, Reserve Property Funding Accounts, Long Term OMM Property Funding Accounts and Cushion Funding Account as set forth in this Settlement Agreement; (ii) the right to file suit against the Environmental Response Trust or the Environmental Response Trust Protected Parties at any time for fraud or willful misconduct (with all funds recovered in any such action to be restored to the Environmental Response Trust subaccount from which they were taken); or (iii) the right to file suit against the Administrative Trustee as set forth in Paragraphs 50, 101, 102, and 103 of this Settlement Agreement, provided, however, that the Bankruptcy Court shall have exclusive jurisdiction over any issues relating to (a) approval of budgets and

expenditures of budgeted funds (provided further however, that if the Administrative Trustee enters into a consent decree or administrative order on consent, then the Governments may enforce the expenditure of budgeted funds to comply with such consent decree or administrative order on consent in other courts having jurisdiction), (b) changes to a Property's Minimum Estimated Property Funding, Reserve Property Funding and Long Term OMM Property Funding, if any, (c) access to Cushion Funding Account funds, (d) disputes involving the Administrative Funding Account, or (e) the removal of the Administrative Trustee. Notwithstanding the foregoing, in no event shall the Environmental Response Trust Protected Parties be personally liable for any monetary damages other than for a finding of fraud or willful misconduct by Final Order, except as otherwise agreed in writing by the relevant Environmental Response Trust Protected Parties.

40. The Environmental Response Trust shall have no objective or authority to engage in any trade or business. The sale, lease or other disposition of some or all of a Property by the Environmental Response Trust shall not be deemed an engagement in any trade or business. The Environmental Response Trust, by and through its Administrative Trustee, the Debtors, and the Lead Agency for each of the Properties shall exchange information and reasonably cooperate to determine the appropriate disposition of any executory contracts or unexpired leases that relate to the relevant Property.

41. With the exception of documents and information relating to the Properties and other assets of the Environmental Response Trust, including but not limited to personalty, stored at the facilities of Iron Mountain Inc. (the "Iron Mountain Documents"), no later than January 1, 2011, and at such earlier time as may be practicable, Debtors shall provide to the Administrative Trustee copies of or access to all documents and other materials in the care,

custody or control of Debtors, their professionals, consultants and/or contractors that: (i) contain or relate to environmental information regarding the Properties and other assets of the Environmental Response Trust, including but not limited to personalty, (e.g., field notes, data packages, historical documentation, cost estimations, summaries, other information, and databases including but not limited to all data included in the IDEA database, models, cost estimates, reports, correspondence, etc.); (ii) contain or relate to non-environmental information concerning the management of the Properties and other assets of the Environmental Response Trust, including but not limited to personalty, or prospective sale or other disposition of the Properties and other assets of the Environmental Response Trust, including but not limited to personalty; and (iii) contain or relate to any information concerning the implementation of and the spending of money associated with MLC's 10-Year Plan of Liquidation Financial Forecast as it relates to the Properties. Prior to 30 days after the Effective Date, Debtors shall transmit all such documents and materials not already in the possession of the Administrative Trustee to the Administrative Trustee, and upon the Effective Date the Environmental Response Trust shall become the owner of the information in the IDEA database related to the Properties. With respect to the Iron Mountain Documents, (i) prior to January 1, 2011, Debtors will undertake reasonable efforts to reach agreement with New GM on a process to transfer any Iron Mountain Documents requested by the Administrative Trustee to the Environmental Response Trust no later than July 31, 2011; and (ii) on the Effective Date, Debtors shall transfer all their rights to the Iron Mountain Documents, including their rights to copies of and access to such documents to the Administrative Trustee. The United States shall provide to the Administrative Trustee, the States and the Tribe: (a) The Brattle Group, Inc.'s ("Brattle's") tables showing the estimated

timing and amount of future costs for Environmental Actions by Property; (b) Brattle's updated spreadsheet showing the estimated timing and amount of future costs for Environmental Actions by Property as of August 13, 2010; (c) cost backup documents in Brattle's possession not provided in the data included in the IDEA database; and (d) Brattle's Environmental Action summaries for the Properties.

Appointment and Duties of the Administrative Trustee.

42. EPLET, LLC, not individually but solely in its representative capacity as Administrative Trustee, by and through Elliott Laws, not individually but solely in his representative capacity as president, manager or managing member of the Administrative Trustee, is appointed as the Administrative Trustee to administer the Environmental Response Trust in accordance with this Settlement Agreement and the Trust Agreement substantially in the form attached hereto as Attachment C. The term of the Administrative Trustee shall be for five years at which time the Administrative Trustee may be re-appointed or terminated by the Bankruptcy Court upon recommendation by the United States after consultation with the States and the Tribe. The Bankruptcy Court may remove the Administrative Trustee prior to the end of its five-year term for "good cause" shown by the United States or any of the States, and appoint a new Administrative Trustee upon recommendation by the United States after consultation with the States and the Tribe. "Good cause" in this context shall mean a finding by the Bankruptcy Court that the Environmental Response Trust Administrative Trustee (i) committed fraud or willful misconduct after the Effective Date in relation to the Environmental Response Trust Administrative Trustee's duties under the Environmental Response Trust; (ii) has in any material respect, as a result of negligence, exacerbated conditions at any of the Properties; (iii) has been seriously or repeatedly deficient or seriously or repeatedly negligent or late in

the performance of its duties, or (iv) has violated the provisions of this Settlement Agreement or the Trust Agreement.

43. The Administrative Trustee shall be responsible for implementing the purposes of the Environmental Response Trust, including overseeing the development of budgets, retaining and overseeing professionals to conduct Environmental Actions, entering into and overseeing the implementation of all contracts binding the Environmental Response Trust, executing agreements, preparing and filing all required plans and reports with the Lead Agencies, handling accounting and legal matters for the Environmental Response Trust, establishing funding objectives, monitoring the performance of the Cleanup and Redevelopment Managers and other administrative tasks. The Administrative Trustee shall, consistent with the terms of this Settlement Agreement, the Trust Agreement and the approved cleanup budgets for Properties, conduct, manage and/or fund Environmental Actions with respect to the Properties; arrange for the implementation of certain Environmental Actions with respect to Properties; reimburse the Lead Agency for Environmental Actions with respect to a Property consistent with the approved Annual Cleanup Budget; manage the Properties and pay associated administrative costs; manage and allocate funds in the Minimum Estimated Property Funding Accounts, Reserve Property Funding Accounts, Long Term OMM Property Funding Accounts, the Administrative Funding Account and the Cushion Funding Account; and seek to sell or transfer the Properties so that they can be put to productive or beneficial use.

44. The Administrative Trustee is authorized to expend funds from the Minimum Estimated Property Funding Account, the Reserve Property Funding Account, and the Long Term OMM Property Funding Account so long as all such expenditures are consistent with the terms of

this Settlement Agreement, the Trust Agreement and the approved Annual Cleanup Budget described in Paragraphs 49 and 50 of this Settlement Agreement and the Trust Agreement.

Environmental Response Trust Administration and Accounts

a. Cleanup and Redevelopment Managers

45. The Environmental Response Trust or Administrative Trustee shall employ a Cleanup Manager for (a) the Properties in the State of Michigan, (b) the Properties in the State of New York, (c) the Properties in the States of Delaware, Louisiana and Ohio and the Commonwealths of Massachusetts, Pennsylvania, and Virginia, collectively, and (d) the Properties in the States of Illinois, Indiana, Kansas, Missouri, New Jersey and Wisconsin, collectively. The Cleanup Managers' compensation and expenses will be paid from the Administrative Funding Account. Each Cleanup Manager shall be subject to the disapproval of the applicable Lead Agencies. The Lead Agency may request that the Administrative Trustee replace the Cleanup Manager whose responsibilities include the Properties within the Lead Agency's jurisdiction. Each Cleanup Manager will report to and be subject to the supervision of the Administrative Trustee and will be responsible for working with the Lead Agencies to arrange for the implementation of Environmental Actions at each Property consistent with the approved Annual Cleanup Budget. The Administrative Trustee may replace the Cleanup Manager at any time, provided that the new Cleanup Manager is subject to the disapproval of the applicable Lead Agencies.

46. The Administrative Trustee may delegate to the Cleanup Managers the authority to enter into contracts without the written authorization of the Administrative Trustee provided that (i) the total amount of the contract does not exceed \$100,000 or, in the case of the Massena Property, \$250,000; (ii) the terms of such contracts are consistent with approved Annual Cleanup Budgets for the Properties ; (iii) the terms of such contracts are consistent with this

Settlement Agreement and the Trust Agreement; (iv) the Cleanup Manager provides a copy of such contract to the Administrative Trustee upon execution of the contract; and (v) the Cleanup Manager keeps the Administrative Trustee apprised of all matters relating to such contracts. Where the above requirements are met, each Cleanup Manager has the discretion to enter into contracts for periods longer than one year where appropriate to maximize the efficiency or effectiveness of remediation. The Administrative Trustee and/or Cleanup Manager shall require appropriate liability insurance from each contractor or consultant hired to perform work.

47. The Lead Agency may require the use of competitive bidding for the selection of Environmental Action contractors and consultants. The Lead Agency shall have the right to disapprove the selection of an Environmental Action contractor or consultant for good cause. To the extent a Lead Agency maintains an approved list of Environmental Action contractors or consultants, it shall be good cause for a Lead Agency's disapproval of the selection of an Environmental Action contractor or consultant if that contractor or consultant is not on the Lead Agency's approved list. The Lead Agency may require that an Environmental Action contractor or consultant working at a Property on the Effective Date be utilized, provided that the continued use of the contractor or consultant would be cost effective. No earlier than four (4) years from the Effective Date, and at any time thereafter in connection with the Annual Cleanup Budget process, the Administrative Trustee may propose the reduction of the number of Cleanup Managers and/or the reallocation of the Properties for which each Cleanup Manager is responsible, if such reduction and/or reallocation would be cost effective. Such proposal shall be subject to the approval of the applicable Lead Agencies, which shall not be unreasonably withheld.

48. The Environmental Response Trust or Administrative Trustee shall employ a Redevelopment Manager who will report to and be subject to the supervision of the Administrative Trustee and will assist the Administrative Trustee in dealing with the sale, lease or redevelopment of the Properties owned by the Environmental Response Trust. The Redevelopment Manager's duties will include consulting with applicable federal and state officials working on redevelopment issues and affected communities where the Property is located. The Redevelopment Manager's compensation and expenses will be paid from the Administrative Funding Account.

b. Approval of Annual Cleanup Budgets and Emergency Environmental Action.

49. (i) Each Cleanup Manager shall, under the supervision of the Administrative Trustee, develop a proposed Annual Cleanup Budget with respect to each Property under its control detailing expenditures for Environmental Actions that are consistent with the funding available for such Property and the terms of this Settlement Agreement and the Trust Agreement. The Annual Cleanup Budget for each Property shall include work to be undertaken in the upcoming year and shall include projections of work to occur during the following years to ensure continuity of work. The work to be undertaken may be work to be performed by the Environmental Response Trust or work to be performed by the Lead Agency and reimbursed by the Environmental Response Trust provided that the work performed by the Lead Agency is consistent with the approved cleanup budget. The Administrative Trustee shall review and, if necessary, revise the proposed Annual Cleanup Budget to ensure sufficient funding with respect to the budgeted Environmental Action. The Administrative Trustee shall provide each proposed Annual Cleanup Budget to the appropriate Lead Agency for approval which shall not be unreasonably withheld. During the

course of a budgeted year, the Lead Agency may request, or the Administrative Trustee may propose for the Lead Agency's approval, which shall not be unreasonably withheld, the amendment of the approved Annual Cleanup Budget for a Property to provide additional funding consistent with applicable requirements under environmental law and taking into account the funding available for Environmental Actions with respect to the Property. The Administrative Trustee shall provide a copy of any proposed budget or amendment and any approved budget or amendment to the Support Agency, which may provide comments to the Administrative Trustee and the Lead Agency. The Support Agency shall not have standing to challenge the budget.

(ii) In the event of an emergency at a Property requiring the performance of an Environmental Action within hours or days of the Administrative Trustee first receiving notice of the emergency, if the emergency does not permit sufficient time to amend the Annual Budget for that Property, the Administrative Trustee may utilize funding from the Property's Minimum Estimated Property Funding Account and/or Reserve Property Funding Account to undertake the Environmental Actions necessary to respond to the emergency (the "Emergency Environmental Actions"). If the Administrative Trustee does not undertake an Emergency Environmental Action, the Administrative Trustee may reimburse the Lead Agency (or the Support Agency, if the Lead Agency and Administrative Trustee concur in writing and the concurrence of the Trustee shall not be unreasonably withheld) for such Emergency Environmental Action from the Property's Minimum Property Funding Account or Reserve Property Funding Account provided that the Administrative Trustee and the Lead Agency (or Support Agency) agree in advance to a cap in the total amount of the funding, which must be sufficient to maintain flexibility to address conditions in the field, for such

Emergency Environmental Action, and further provided that sufficient funds to cover the Emergency Environmental Action remain in the Property's Minimum Property Funding Account and/or Reserve Property Funding Account. Nothing in this subparagraph shall preclude the payment or reimbursement of the Emergency Environmental Action through the annual budget or budget amendment process.

50. If the Lead Agency and the Administrative Trustee are unable to resolve any dispute relating to the approval of the Administrative Trustee's proposed Annual Cleanup Budget or any proposed amendment thereto, then the Lead Agency or Administrative Trustee may petition the Bankruptcy Court to resolve the dispute. Where the potential impact of the dispute is unlikely to cause the ultimate cost of the Environmental Action to exceed the funds in the Minimum Estimated Property Funding Account and the Reserve Property Funding Account, then the Bankruptcy Court shall decide the petition based on the totality of the evidence and the Administrative Trustee will bear the burden of proving by a preponderance of the evidence that (i) the Lead Agency's disapproval of the Annual Cleanup Budget, (ii) the Lead Agency's disapproval of a request by the Administrative Trustee to amend the approved Annual Cleanup Budget, or (iii) the Lead Agency's request for an amendment to the approved Annual Cleanup Budget was unreasonable. If the Lead Agency and the Administrative Trustee are unable to resolve the dispute where the potential impact of the dispute could reasonably be expected to cause the ultimate cost of the Environmental Action to exceed the funds in the Minimum Estimated Property Funding Account and the Reserve Property Funding Account, then the Bankruptcy Court shall decide the petition based on the totality of the evidence and the Lead Agency shall bear the burden of proving by clear and convincing evidence that (a) its disapproval of the proposed Annual Cleanup Budget, (b) its disapproval

of an amendment to the Annual Cleanup Budget, or (c) its request for an amendment to the approved Annual Cleanup Budget is based on material information, a material event, or a material condition at the Property that was not reasonably foreseeable at the time the Lead Agency and/or Support Agency participated in the development of the funding with respect to the Property. If the Administrative Trustee fails to fund the work provided for in the approved Annual Cleanup Budget or the approved amended Annual Cleanup Budget, or fails to reimburse the Lead Agency for performing such work, then the Lead Agency has the right to file suit against the Administrative Trustee in his official capacity in the Bankruptcy Court in accordance with the terms of this Settlement Agreement and the Trust Agreement. In no event shall the Environmental Response Trust Protected Parties be personally liable for any monetary damages other than for a finding of fraud or willful misconduct by Final Order.

51. Upon agreement of the Lead Agency and the Administrative Trustee, the Lead Agency and Administrative Trustee shall engage in non-binding informal dispute resolution prior to petitioning the Bankruptcy Court to resolve any dispute over the proposed Annual Cleanup Budget or a request that the approved Annual Cleanup Budget be amended.

c. Administrative Funding Account.

52. The Administrative Trustee shall administer the Administrative Funding Account and the Administrative Funding Reserve Account. The purpose of the Administrative Funding Account is to provide funding with respect to costs necessary for the administration of the Environmental Response Trust and the orderly wind-down of the Properties, including, but not limited to, administrative and personnel costs, including professional and legal fees, and Property holding costs (security, utilities, maintenance, property taxes), Property marketing costs, and demolition costs unrelated to Environmental Actions. The Administrative Funding

Account shall be partially funded on the Effective Date in an amount no less than \$102 million subject to adjustments as provided in Paragraph 36, and partially funded from income derived from the sale and/or lease of the Properties and the sale and/or lease of other assets, such as fixtures, improvements, and equipment located on the Properties as of the Effective Date that are not necessary to conduct or complete Environmental Actions. The Administrative Trustee shall develop an annual budget for all expenditures from the Administrative Funding Account based on the most cost-effective use of the funds. The Administrative Trustee shall provide a copy of the annual budget for the Administrative Funding Account to the U.S. Treasury for approval. Each approved administrative budget shall include line items for emergency and unanticipated expenditures. After approval, the Administrative Trustee shall provide a copy of the approved annual budget for the Administrative Funding Account to the United States, the States, and the Tribe. The Administrative Trustee is authorized to expend Administrative Funding Account funds consistent with the terms of this Settlement Agreement, the Trust Agreement, the Budget (as defined in the Plan) and the approved annual budget described in this Paragraph.

53. The purpose of the Administrative Funding Reserve Account is to fund actual or projected shortfalls in the Administrative Funding Account identified by the Administrative Trustee prior to the third anniversary of the Effective Date. Such shortfalls are strictly limited to unexpectedly high demolition costs and Property holding costs and unexpectedly low proceeds derived from rental of Properties or proceeds derived from the sale of Properties. The Administrative Funding Reserve Account shall be funded on the Effective Date in an amount totaling \$40 million and shall not be used under any circumstances to fund any Environmental Action or any administrative or personnel matters, including legal and

professional fees, other than as provided for under this Paragraph. In no event shall any disbursements be made from the Administrative Funding Reserve Account without prior approval by the U.S. Treasury. In the event that the Administrative Trustee's application for funding from the Administrative Funding Reserve Account is approved by the U.S. Treasury, the approved amount in Administrative Reserve Funding shall be transferred to the Administrative Funding Account and shall be subject to all provisions otherwise applicable to Administrative Funding. Any funds remaining in the Administrative Funding Reserve Account after the third anniversary of the Effective Date shall be returned to the U.S. Treasury.

54. On or before the third anniversary of the Effective Date and semi-annually thereafter, the Administrative Trustee shall, in consultation with the U.S. Treasury, determine whether the amounts in the Administrative Funding Account exceed the amount of funds necessary to complete the tasks enumerated in Paragraph 52 of this Settlement Agreement. If the Administrative Trustee makes such a determination, it shall reduce the amounts in the Administrative Funding Account and transfer such funds to the U.S. Treasury and Canada. The amount and basis for any such reductions will be provided in writing to the U.S. Treasury and Canada with copies to U.S. EPA, the States, and the Tribe no fewer than ten days prior to the proposed reduction and transfer. The U.S. Treasury and Canada may petition the Bankruptcy Court for relief relating to the failure by the Administrative Trustee to follow the budget for the Administrative Funding Account or to make reductions and transfers in accordance with this section. The Bankruptcy Court shall decide the petition based on the totality of all of the evidence submitted. Notwithstanding anything to the contrary herein, in the Plan or in the Bankruptcy Court's order confirming the Plan, in the event any cash funding

remains in the Administrative Funding Account and Administrative Funding Reserve Account after all obligations imposed on the Environmental Response Trust and the Administrative Trustee pursuant to this Settlement Agreement, the Trust Agreement, and the Plan have been satisfied, the Administrative Trustee shall pay the remaining cash funding to the U.S. Treasury and EDC by wire transfer or immediately available funds to an account designated by the U.S. Treasury and EDC respectively, ratably in accordance with their respective interests in the DIP Credit Agreement Claims (as defined in the Plan).

d. Cushion Funding Account.

55. The Administrative Trustee shall administer the Cushion Funding Account. The purpose of the Cushion Funding Account is to provide portfolio-wide backup funding with respect to any of the Properties where the Minimum Estimated Property Funding and Reserve Property Funding have been exhausted, or the Long Term OMM Property Funding has been exhausted, and additional funding is necessary to undertake or complete the Environmental Action. An additional purpose of the Cushion Funding Account is to provide funding with respect to Properties where no funding is allocated and unforeseeable conditions are discovered or arise which require funding to undertake Environmental Action. The Governments have entered into this Settlement Agreement and the Trust Agreement in significant reliance on the availability of the Cushion Funding Account for any of the Properties. In order to preserve funding in the account, there shall be a presumption against using Cushion Funding absent the showing set forth below. This standard shall not apply to a shortfall in the Long Term OMM Property Funding with respect to a Property.

56. For purposes of this Paragraph as well as Paragraphs 50, 55, 57, 58 and 60, in deciding whether information, an event, or condition was reasonably foreseeable at the time the Lead

Agency and/or Support Agency participated in the development of the Minimum Estimated Property Funding amounts and Reserve Property Funding amounts for a Property within the meaning of Paragraphs 50, 57, 58, and 60, the following shall not be considered to have been reasonably foreseeable: (i) remedy failure; or (ii) the discovery of significant unknown contamination requiring a material change in the scope of an Environmental Action, including, but not limited to, a material change in the amount or toxicity of known contamination. In deciding whether information, an event, or condition was reasonably foreseeable at the time the Lead Agency and/or Support Agency participated in the development of the Minimum Estimated Property Funding amounts and Reserve Property Funding amounts for a Property, the Administrative Trustee shall consider the Lead Agency's submissions to the Administrative Trustee, the data included in the IDEA database, all documents or other materials provided to the Environmental Response Trust by the United States as required by Paragraph 41 of this Settlement Agreement, and any information provided to the Environmental Response Trust by the Debtors as required by Paragraph 41 of this Settlement Agreement to the extent this information was provided to or exchanged with the relevant Governments at the time they participated in connection with the development of the Minimum Estimated Property Funding amounts and Reserve Property Funding amounts for the Property.

57. The Administrative Trustee shall determine if it is appropriate for funds from the Cushion Funding Account to be included in the proposed Annual Cleanup Budget. The Administrative Trustee's decision shall be based on the following criteria: (i) the Minimum Estimated Property Funding and Reserve Property Funding has been exhausted or will be exhausted during the year covered by the proposed Annual Cleanup Budget; (ii) the basis for additional

funds is directly related to material information, a material event or a material condition at the Property that was not reasonably foreseeable at the time the Lead Agency and/or Support Agency participated in the development of the Minimum Estimated Property Funding and Reserve Property Funding with respect to the Property; and (iii) the funds in the Cushion Funding Account are sufficient to address the Lead Agency's request and any other budget requests for other Properties made for that calendar year. It is acknowledged that unforeseeable conditions may be discovered or arise at a Property resulting in increased costs of Environmental Actions. Remedy failure or the discovery of significant unknown contamination requiring a material change in the scope of response action which did not form the basis of the Minimum Estimated Property and Reserve Property Funding shall not be considered reasonably foreseeable within the meaning of this Section. In the event that, within ten years after the Effective Date, the Minimum Estimated Funding and Reserve Funding with respect to a Property have been exhausted and no Cushion Funding is available, but Long Term OMM Property Funding with respect to the Property remains, the Long Term OMM Property Funding shall become available to fund Environmental Actions with respect to the Property.

58. A Lead Agency may request in writing that the Administrative Trustee include funds from the Cushion Funding Account in the Annual Cleanup Budget for a Property. If the Administrative Trustee denies such a request, it shall provide the requesting Lead Agency with written notice of its decision for such denial. If the Lead Agency and the Administrative Trustee are unable to resolve the dispute within a reasonable time, either party may petition the Bankruptcy Court to resolve the dispute. The Bankruptcy Court shall decide the petition on the totality of the evidence submitted and the Lead Agency bears the burden of proving by

clear and convincing evidence that the funding request is necessary because the basis for additional funds is directly related to material information, a material event or a material condition at the Property that was not reasonably foreseeable at the time Lead Agency and/or Support Agency participated in the development of the Minimum Estimated Property Funding and Reserve Property Funding with respect to the Property. The sole exception to this standard is if the Long Term OMM Property Funding has been exhausted. If the Long Term OMM Property Funding has been exhausted, then the Bankruptcy Court will decide the petition based on the totality of all of the evidence submitted.

59. Any decision by the Administrative Trustee to expend Cushion Funding Account funds pursuant to an Annual Cleanup Budget shall be provided to all of the Lead and Support Agencies thirty days in advance of the date on which the Administrative Trustee intends to use such funds, unless such funds are intended to be used on an emergency basis to respond to an imminent and substantial endangerment to human health or the environment, in which case written notice shall be provided as soon as practical. A Lead or Support Agency has standing to challenge the Administrative Trustee's decision to use Cushion Funding Account funds and may petition the Bankruptcy Court to resolve the dispute. The Bankruptcy Court shall decide the petition on the totality of the evidence submitted and the Lead or Support Agency challenging the decision shall bear the burden of proving by clear and convincing evidence that the Administrative Trustee's decision was arbitrary and capricious.

e. Minimum Estimated Property Funding Accounts and Reductions.

60. The Governments have entered into this Settlement Agreement and the Trust Agreement in significant reliance on the availability of the Minimum Estimated Property Funding Account provided for each Property. There shall be a presumption against any reductions in

amounts allocated for each Property absent the showing as set forth below. Any time after three years from the Effective Date, the Administrative Trustee may reduce the amount of the Minimum Estimated Property Funding Account for a Property if it determines that the basis for reducing the funds is directly related to material information, a material event or a material condition at the Property that was not reasonably foreseeable at the time the Lead Agency and/or Support Agency participated in the development of the Minimum Estimated Property Funding with respect to the Property. Prior to reducing the Minimum Estimated Property Funding Account for a particular Property, the Trustee must provide thirty days advance written notice to the Lead Agency and Support Agency for the Property, setting forth the basis for reducing the funding. If the Lead Agency or Support Agency disputes the Administrative Trustee's proposed reduction, and the parties are unable to resolve the dispute, then the Administrative Trustee may petition the Bankruptcy Court to allow the reduction. The Bankruptcy Court shall decide the petition based on the totality of the evidence submitted and the Administrative Trustee shall bear the burden of proving by clear and convincing evidence that the proposed reduction in the Minimum Estimated Property Funding Account for a particular Property is directly related to material information, a material event or a material condition at the Property that was not reasonably foreseeable at the time the Lead Agency and/or Support Agency participated in the development of the Minimum Estimated Property Funding with respect to the Property.

f. Reserve Property Funding Accounts and Reductions.

61. The Governments have entered into this Settlement Agreement and the Trust Agreement in significant reliance on the availability of the Reserve Property Funding Account provided for each Property. Any time after three years from the Effective Date, the Administrative

Trustee may reduce the Reserve Property Funding Account for a Property based upon circumstances that changed from the time the funding was established for the Property. Prior to reducing the Reserve Property Funding Account for a particular Property, the Trustee must provide thirty days' advance written notice to the Lead Agency and the Support Agency for the Property, setting forth the basis for reducing the funding. If the Lead Agency or the Support Agency disputes the Administrative Trustee's proposed reduction, and the parties are unable to resolve the dispute, then the Administrative Trustee may petition the Bankruptcy Court to allow the reduction. The Bankruptcy Court shall decide the petition based on the totality of the evidence that the proposed reduction leaves sufficient funding to complete the Environmental Action with respect to such Property.

g. Transfer of Excess Funds in Property Funding Accounts.

62. The Administrative Trustee shall transfer any agreed-to or Bankruptcy Court-approved reduction in the Minimum or Reserve Property Funding Account for any Property to the Minimum or Reserve Property Funding Account for one or more other Properties in the same State where Cushion Funding is being used or will be used in the foreseeable future to fund Environmental Actions (any dispute about the amount of transfer of funds under this Paragraph to multiple properties in the same state shall be subject to the provisions of Paragraph 91). If there are no Properties in the same State where Cushion Funding is being used or will be used in the foreseeable future, the excess funds shall be transferred to the Cushion Funding Account.

63. GM-IFG Syracuse Site. The funding with respect to the IFG Syracuse Site from the Minimum Estimated Property Funding Account and the Reserve Property Funding Account shall be allocated in the following manner: \$22,573,341 for remediation within the IFG

Syracuse facility property boundaries and \$8,548,471 for the property extending from the facility property boundaries to the Route 11 Bridge. In the event that the existing building structure at the GM-IFG Syracuse Site in New York is demolished or partially demolished, thereby (i) eliminating the need for Long Term OMM Property Funding budgeted for vapor intrusion mitigation, soils management, and interim soils removals, and (ii) requiring additional Environmental Actions not included in the Property's funding estimates, the Administrative Trustee shall transfer the amount of any remaining Long Term OMM Property Funding budgeted for vapor intrusion mitigation, soils management, and interim soils removals no longer required due to the demolition or partial demolition from the Property's Long Term OMM Property Funding Account to the Property's Minimum Estimated Property Funding Account so that this funding becomes available to pay for the additional Environmental Actions required by the demolition. Upon transfer of the funding to the Property's Minimum Estimated Property Funding Account, all other provisions applicable to Minimum Estimated Property Funding, including the provisions set forth in Paragraph 61, shall apply.

Sale or Transfer of Environmental Response Trust Property.

64. Notice of the Sale. Any Property owned by the Environmental Response Trust may be sold or transferred by the Administrative Trustee after the Administrative Trustee provides thirty days' advance written notice of an intent to sell such Property to, and consults with, the United States, the relevant State, the Tribe, if applicable, and affected communities where the Property is located.

65. Criteria for the Sale. In contemplating the sale of all or part of a Property owned by the Environmental Response Trust, the Administrative Trustee shall consider (i) whether the

monetary value of the purchase price is sufficient in light of the projected budget for the sale of that Property, taking into account any surplus from past Properties sold or projected shortfall on the sale of the remaining Properties; (ii) the potential for the reuse to create jobs in the State, and the affected community; (iii) other benefits to the State, the Tribe, if applicable, and affected communities (such as increasing tax revenue, reducing blight, and providing a sense of renewal); (iv) avoiding a material increase in the cost of or interference with the Environmental Action; (v) the views of the State, the Tribe, if applicable, and affected communities; and (vi) the reputation and credibility of the prospective purchaser.

66. Proceeds from the Sale. The proceeds from the sale of any Property owned by the Environmental Response Trust shall be transferred to the Administrative Funding Account. At no time shall any portion of the funding in any part of the Environmental Response Trust be transferred to any purchaser or transferee of a Property. Upon the transfer or sale of any Property, the funding with respect to Environmental Action as provided in this Settlement Agreement and the Trust Agreement will continue to be available for the performance of Environmental Actions except as provided in Paragraph 67.

67. Cleanup as Part of the Sale. The Administrative Trustee cannot require, as a condition of the sale or transfer of the Property, that a prospective purchaser perform all or some portion of the Environmental Action if there are available funds in the Minimum Estimated Property Funding Account, Reserve Property Funding Account or Cushion Funding Account to perform the Environmental Action with respect to such Property. If the purchaser agrees to perform all or some portion of the Environmental Action, the funds representing the cost of the Environmental Action being performed by the purchaser shall be transferred from the applicable Minimum Estimated Property Funding Account, Reserve Property Funding

Account and/or Long Term OMM Property Funding Account by the Administrative Trustee to (i) the Administrative Funding Account to cover any shortfall in the projected budget for the sale of that Property, and then to (ii) the Cushion Funding Account. The funds can be transferred immediately provided the purchaser posts financial assurance on terms that are satisfactory to the applicable Lead Agency, or transferred after the completion of the Environmental Action provided the Lead Agency, in consultation with the Support Agency, agrees that the purchaser satisfactorily completed its portion of the Environmental Action. The transfer of funds representing the cost of such Environmental Action shall be consistent with (1) the funds budgeted or contemplated for the Environmental Action; (2) acceptable to the Administrative Trustee after consultation with the Lead Agency; and (3) the requirements for transferring excess funds out of such accounts as set forth in Paragraphs 60 through 62 of this Settlement Agreement. If the above criteria are met, the Lead Agency and the Support Agency shall not object to the Administrative Trustee transferring the funds associated with the purchaser's cleanup out of the Minimum Estimated Property Funding Account or Reserve Property Funding Account.

68. GMNA Car – Wilmington Site. Notwithstanding the provisions of Paragraph 67 regarding the transfer of funds from the Minimum Estimated Property Funding Account, Reserve Property Funding Account, and the Long Term OMM Property Funding Account, the amount of funding provided by the Delaware Department of Natural Resources and Environmental Control ("DNREC") to Fisker Automotive, Inc. ("Fisker") as a grant under the Delaware Brownfields Program to conduct sampling required under the Brownfield Development Agreement entered into between DNREC and Fisker, dated, May 28, 2010, to establish a baseline of pre-existing conditions ("Baseline Investigation") at the former GM

Assembly Plant in Wilmington, Delaware (the “GM Wilmington Plant”), up to the amount of \$225,000, and expended by Fisker, to conduct the GM Wilmington Plant Baseline Investigation (i) shall be deemed to be part of the funding provided for a site-wide remedial investigation and feasibility study; and (ii) shall not be transferred out of the Minimum Estimated Property Funding Account pursuant to Paragraph 67. Consistent with the settlement agreement between DNREC and MLC, dated June 8, 2010 and approved by the Bankruptcy Court on June 29, 2010, DNREC shall be reimbursed from the Minimum Estimated Property Funding Account as provided for in this Settlement Agreement, for the amount of funding provided by DNREC to Fisker, and expended by Fisker, to conduct the GM Wilmington Plant Baseline Investigation, up to \$225,000. Debtors have commenced some preliminary environmental investigation at the GMNA Car – Wilmington Site, which may, upon approval by DNREC, become part of a site-wide remedial investigation and feasibility study.

69. Protections from Future Environmental Liability. Given the unique circumstances of the Bankruptcy Cases, U.S. EPA, the States and, if applicable, the Tribe, shall work with the prospective purchaser(s) of the Properties with funding for Environmental Actions under the Environmental Response Trust to address the liability concerns for the Property. If the prospective purchaser determines that the self-executing statutory protection provided for bona fide prospective purchasers of contaminated sites under CERCLA or other statutory protections provided to purchasers of contaminated sites under applicable state law (including but not limited to Michigan’s Natural Resources and Environmental Protection Act, MCL 324.20101 *et seq.*), are not sufficient to address the prospective purchaser’s liability concerns, the U.S. EPA, relevant State and, where applicable, the Tribe, shall upon request use one or

more of the following enforcement or liability clarification tools for a Property to address the liability concerns of prospective purchasers for existing contamination (provided the purchasers comply with the requirements set forth in Paragraph 73(1)-(5):

- Prospective Purchaser Agreements or equivalent agreements under applicable State law (PPAs);
- Bona Fide Prospective Purchaser Work Agreements or equivalent agreements under applicable State law (BFPP Work Agreements); or
- Comfort/Status Letters or equivalent letter under applicable State practice.

U.S. EPA, the States, and the Tribe retain their enforcement discretion to select the appropriate enforcement or liability clarification tool from the options set forth in the three preceding bullet points.

70. U.S. EPA and the applicable State may enter into PPAs with the prospective purchaser that will provide the prospective purchaser with a covenant not to sue for existing contamination at the time of purchase. The purchaser would be responsible for any new contamination or the exacerbation of existing contamination.

71. If the prospective purchaser is willing to conduct environmental work at the site, either by undertaking the on-going or planned Environmental Actions or enhancing the on-going or planned Environmental Actions, U.S. EPA and the State may enter into a BFPP Work Agreement (or an Administrative Order on Consent) to address the scope of the work to be performed and the obligations that the prospective purchaser has with regard to existing contamination. The BFPP Work Agreement will provide the prospective purchaser with a covenant not to sue for existing contamination and for the work performed (subject to the prospective purchaser's performance of the agreed upon work), or liability concerns will be addressed by way of a PPA or Comfort/Status Letter.

72. U.S. EPA and the State may issue Comfort/Status Letters to the prospective purchaser regarding the on-going or planned Environmental Action at a Property.

73. In order to receive an enforcement or liability clarification tool as provided by Paragraph 69 of this Settlement Agreement, in all cases the prospective purchaser would be required to:

1. Undertake efforts to be informed about and knowledgeable of the environmental condition of the Property.
2. Comply with or institute land use restrictions and not impede the effectiveness or integrity of the ongoing or completed cleanup and institutional controls;
3. Take reasonable steps to stop any continuing release, prevent any threatened future release and prevent or limit any human, environmental, or natural exposure to any previously released Hazardous Substances. This will be a site-specific, fact-based inquiry;
4. Provide cooperation, assistance and access to governmental agencies and their representatives; and
5. Comply with information requests and administrative subpoenas and provide legally required notices.

Nothing in this Paragraph 73 shall require a prospective purchaser to perform all or some portion of the Environmental Action if there are sufficient funds in the Minimum Estimated Property Funding Account, Reserve Property Funding Account or Cushion Funding Account to perform the Environmental Action.

74. Coordination of Redevelopment and the Environmental Action. The Administrative Trustee and the applicable Lead Agency shall work together to attempt to integrate the redevelopment of the Property with the timing and the sequencing of the Environmental Action. The Lead Agency and the Administrative Trustee shall communicate with the prospective purchaser and/or the affected communities, including local economic

development officials, so that the purchaser and/or affected communities can integrate redevelopment with the timing and sequence of the Environmental Action. The Administrative Trustee and the Redevelopment Manager shall make a good faith effort to obtain input regarding the reuse and redevelopment of the Property from the affected communities during the sale process, including and without limitation, the consideration of community-preferred end uses when marketing any Property and prior to entering into a sales agreement with a prospective purchaser for any Property. Consistent with the terms of this Settlement Agreement and the Trust Agreement, the Administrative Trustee, the Redevelopment Manager and the relevant Cleanup Manager shall cooperate with any Lead Agency or Support Agency that has identified acceptable funding sources for any Property other than the funding provided by the Environmental Response Trust to maximize the use of such additional funds and coordinate the efficient implementation of Environmental Actions and redevelopment activities at the Property, including, where feasible, through coordinated contracting. Except as provided under Paragraph 68 hereof, the availability or use of any such funding sources at an Property shall not result in or be the basis for a reduction of the Property's Minimum Estimated Funding, Reserve Funding Account or Long Term OMM Property Funding, and shall not result in or be the basis for the denial of access to any Cushion Funding with respect to that Property.

75. Sales of Property After Execution of Settlement Agreement But Prior to the Effective Date. With respect to any Property sold by the Debtors prior to the Effective Date, the United States and the applicable State (and the Tribe in the case of the Massena, New York Property) must approve the terms of the sale in writing, in which event the funding obligations and other provisions of the Settlement Agreement and Trust Agreement shall continue to apply to that

property in the same manner as obligations at properties that continue to be owned by Debtors.

76. Audits of the Environmental Response Trust. An independent certified public accountant shall conduct a financial audit, an agreed upon procedures engagement, or similar engagement, of the assets and liabilities of the Environmental Response Trust once every year, the costs of which shall not exceed \$250,000 per audit. The accountant will be selected by the United States in consultation with the States and the Tribe, and the same accountant shall not conduct more than three consecutive audits. Within fifteen days of completing the financial audit report, the accountant shall provide a copy of the financial audit report to the Governments. The accountant's compensation and expenses will be paid from the Administrative Funding Account. The accountant shall provide a written report of the financial audit to the United States, the States, the Tribe, and the Administrative Trustee. No earlier than 10 years from the Effective Date, and at any time thereafter, the Administrative Trustee may propose the discontinuation or reduction of the frequency of the financial audits. Such proposal shall be subject to the approval of the United States, the States, and the Tribe, which shall not be unreasonably withheld.

77. Completion of Environmental Actions. For each Property, subject to the provisions of Paragraphs 60 through 62, any funds remaining in the Minimum Estimated Property Funding Account and the Reserve Property Funding Account shall be used to fund any remaining long term OMM requirements and implement institutional controls or deed restrictions required by the Lead Agency for the protection of human health or welfare or the environment. Upon completion of all required Environmental Actions for all Properties, including all long term OMM, any funds remaining in the Minimum Estimated Property Funding Accounts, Reserve

Property Funding Accounts ten years after the Effective Date, Long Term OMM Property Funding Accounts, and Cushion Funding Account shall be transferred to the Hazardous Substances Superfund upon completion of required Environmental Actions for all Properties.

78. Access to Property. The Administrative Trustee shall at all reasonable times provide Lead Agencies and the Support Agencies, as designated representatives of the Lead Agencies, as well as their contractors or consultants access to all relevant portions of the Properties that the Environmental Response Trust owns for the purposes of conducting Environmental Actions.

79. Existing Financial Assurance in Massachusetts. In the case of Massachusetts, no later than December 15, 2010, MLC and Massachusetts shall undertake steps necessary to arrange for transfer, on or before the Effective Date, of \$786,944, the total current value of the existing penal surety bond for the Framingham Landfill Site, bearing Surety's bond number K07593867, and MLC shall cause to be transferred \$786,944 into an expendable trust to be established pursuant to Mass. Gen. Laws ch. 6A, § 6, and 801 C.M.R. §§ 50.00, *et seq* (the "Expendable Trust"). The Expendable Trust will satisfy the Debtors' and the Environmental Response Trust's financial assurance obligation for the Framingham Landfill Site and be retained and used solely to conduct or finance long term OMM at or in connection with the Framingham Landfill Property after the Long Term OMM Property Funding Account for that Property has been exhausted. Cushion Funding shall not be available to finance long term OMM costs at or in connection with the Framingham Landfill Property unless and until the Expendable Trust has been exhausted. In all other respects the Framingham Landfill Property shall have access to Cushion Funding funds provided that all applicable requirements for access to Cushion Funding under this Settlement Agreement have been met.

80. Existing Financial Assurance in Illinois. In the case of Illinois, no later than December 15, 2010, MLC and Illinois shall undertake steps necessary to arrange for release of the existing surety bond for the Danville Site and transfer the collateral on that bond into a trust fund on or before the Effective Date in accordance with 35 Ill. Adm. Code 807.661, in the forms specified by Illustration A in 35 Ill. Adm. Code 807 Appendix A, as modified by Illinois, (the “807 Trust Fund”) on or before the Effective Date. The 807 Trust Fund will satisfy the Debtors’ and the Environmental Response Trust’s financial assurance obligations for the Danville Site and be retained and used solely to conduct or finance closure and post-closure Environmental Actions at or in connection with the Danville Site after the Long Term OMM Property Funding Account for that Property has been exhausted. The Danville Site shall not have access to Cushion Funding fund to finance unforeseen closure and post-closure costs at or in connection with the Property unless and until the 807 Trust Fund has been exhausted, but shall in all other respects have access to Cushion Funding funds where (i) the Property’s Minimum Estimated Property Funding and Reserve Property Funding have been exhausted, or the Long Term OMM Property Funding has been exhausted; and (ii) the otherwise applicable requirements for access to Cushion Funding funds under this Settlement Agreement have been met.

81. Existing Financial Assurance in Michigan. In the case of Michigan, on or before the Effective Date, MLC and Michigan shall take all necessary steps to cancel the performance bonds for closure and/or postclosure care for the Pontiac North Property (Bond No.K0748916A), Chevrolet-Pontiac-Canadian Pontiac Fiero Assembly Plant Property (Bond No. K07489158), GMNA Buick City Property (Bond No. K07489171), and Coldwater Road Landfill Property (Bond No. K07489225) issued to the Michigan Department of Natural

Resources and Environment (the "MDNRE") under Part 111 of the Natural Resources and Environmental Protection Act, MCL 324.11101 *et seq.*, and its implementing rules, MAC R 299.9705 with such cancellation to be effective only upon the full funding of the Environmental Response Trust as required under paragraph 32 of this Settlement Agreement. The Director of MDNRE, as beneficiary of the bonds, or his or her designee, will cancel the bonds subject to and in reliance upon (i) the entry of a Court order requiring that the financial assurance in place be cancelled at the same time as, and no sooner than, the Environmental Response Trust is funded in full as required under Paragraph 32 of this Settlement Agreement; (ii) the funding being provided to the Environmental Response Trust to cover the Environmental Actions for which the bonds were issued; and (iii) the Environmental Response Trust's agreement to perform the Environmental Actions for which the bonds were issued, in accordance with the provisions of this Settlement Agreement. On or before the Effective Date, Michigan will also take all necessary steps to cancel the Agreement and Acceptance of Certificate of Deposit for the Linden Road Landfill Property (General Motors Standby TR/EPA Account No. 131365 with the Bank of New York, CUS #S86677980) and direct the issuing financial institution to transfer such funds to the designated recipient with such cancellation and transfer of funds to be effective only upon the full funding of the Environmental Response Trust as required under Paragraph 32 of this Settlement Agreement.

82. Disposition of Estate Assets Upon Termination of Trust. Upon any termination of the Environmental Response Trust, the disposition of all Properties remaining in the Environmental Response Trust shall be governed by applicable State, tribal and federal law, or by future agreement of the Administrative Trustee, the United States and the applicable State and Tribe, or by order of the Bankruptcy Court. Neither the United States nor any State

or the Tribe shall be required to accept an ownership interest in any Properties remaining in the Environmental Response Trust upon its termination. In no event shall any of the Properties or other assets owned by the Environmental Response Trust be transferred to the Debtor.

83. Miscellaneous Provisions. The Administrative Trustee shall at all times seek to have the Environmental Response Trust treated as a “qualified settlement fund” as that term is defined in Treasury Regulation section 1.468B-1. Approval of the Bankruptcy Court shall be sought, and the Bankruptcy Court shall retain continuing jurisdiction over the Environmental Response Trust and each of that trust’s accounts sufficient to satisfy the requirements of Treasury Regulation section 1.468B-1. The Administrative Trustee shall not elect to have the Environmental Response Trust treated as a grantor trust. The Environmental Response Trust shall be treated as a separate taxable entity. The Administrative Trustee shall cause any taxes imposed on the earnings, gains or other income of the Environmental Response Trust to be paid out of such earnings, gains or other income and shall comply with all tax reporting and withholding requirements imposed on the Environmental Response Trust under applicable tax laws. The Administrative Trustee shall be the “administrator” of the Environmental Response Trust pursuant to Treasury Regulation section 1.468B-2(k)(3).

84. a. In no event shall any of the Environmental Response Trust Protected Parties be held personally liable to any third parties for any liability, action, or inaction of any other party including Debtors or any other of the Environmental Response Trust Protected Parties.

b. The Administrative Trustee shall take such actions and execute such documents as are reasonably requested by Debtors with respect to effectuating the transactions contemplated

hereby. To the extent that Debtors request the Administrative Trustee to take such an action, the Administrative Trustee shall do so at the sole expense of Debtors.

c. The Environmental Response Trust is intended to be governed by the terms of the Settlement Agreement and the Trust Agreement and shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

85. The Environmental Response Trust Protected Parties shall be exculpated and indemnified and held harmless by the Environmental Response Trust, consistent with the provisions of Paragraphs 86, 87 and 88, for any claims, causes of action, or other assertions of liability arising out of or in connection with: (i) the ownership of Environmental Response Trust Assets; (ii) the discharge of duties and powers conferred upon the Environmental Response Trust and/or the Administrative Trustee by this Settlement Agreement, the Trust Agreement and the Plan, any order of the Court, or applicable law or otherwise, including the performance of an Environmental Action on behalf of the Environmental Response Trust and the making of payments in accordance with this Settlement Agreement, the Trust Agreement and the Plan, or any order of court, and the implementing of the provisions of this Settlement Agreement, the Trust Agreement and the Plan or any order of court; or (iii) any claim by or against Debtors.

86. Unless a determination is made by a Final Order of the Bankruptcy Court finding that an Environmental Response Trust Protected Party committed fraud or willful misconduct in relation to the Environmental Response Trust Protected Party's duties, any judgment against that Environmental Response Trust Protected Party shall be paid solely from the Minimum Estimated Property Funding Account or Reserve Property Funding Account for the relevant Property if the judgment relates to an Environmental Action at the Property, and otherwise

shall be paid from the Administrative Funding Account, and without the Environmental Response Trust Protected Party having to first pay from its own funds for any liability. Unless a determination is made by a Final Order of the Bankruptcy Court finding that an Environmental Response Trust Protected Party committed fraud or willful misconduct in relation to the Environmental Response Trust Protected Party's duties, any costs of defense of that Environmental Response Trust Protected Party shall be paid from the Administrative Funding Account, and without the Environmental Response Trust Protected Party having to first pay from its own funds for any liability. In the event that the judgment is paid from the Minimum Estimated Property Funding Account or Reserve Property Funding Account, any payment shall be limited to funds in the Minimum Estimated Property Funding Account or the Reserve Property Funding Account for the relevant Property or the Administrative Account, as applicable. No Environmental Response Trust Protected Party shall be personally liable unless the Bankruptcy Court, by a Final Order, finds that it committed fraud or willful misconduct after the Effective Date in relation to the Administrative Trustee's duties.

87. The Environmental Response Trust Protected Parties and the Environmental Response Trust are exculpated by all persons or entities, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of or in connection with the matters contained in Paragraph 85(i), (ii) and (iii) of this Agreement. No person or entity, including without limitation, holders of claims and other parties in interest, shall be allowed to pursue any claims or cause of action against any Environmental Response Trust Protected Party or the Environmental Response Trust for any claim against Debtors, for making payments in accordance with this Settlement Agreement or any order of court, or for implementing the provisions of this

Settlement Agreement, the Trust Agreement, the Plan or any order of a court with competent jurisdiction. However, nothing in this Settlement Agreement or the Trust Agreement shall preclude the Governments from enforcing their rights under this Settlement Agreement or the Trust Agreement against an Environmental Response Trust Protected Party or the Environmental Response Trust, including but not limited to any rights relating to a finding by Final Order of fraud or willful misconduct. Notwithstanding the foregoing, in no event shall the Environmental Response Trust Protected Parties be personally liable for any monetary damages other than upon a finding of fraud or willful misconduct by Final Order, except as otherwise agreed in writing by the relevant Environmental Response Trust Protected Parties.

88. There shall be an irrebuttable presumption that any action taken, or not taken, with the approval of the Bankruptcy Court or other court with jurisdiction does not constitute willful misconduct.

89. Except as may otherwise be provided herein: (i) the Environmental Response Trust Protected Parties or the Environmental Response Trust may rely, and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (ii) the Environmental Response Trust Protected Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not personally be liable for any action taken or not taken in accordance with the advice thereof; and (iii) persons or entities dealing with the Environmental Response Trust and the Environmental Response Trust Protected Parties shall look only to the Environmental Response Trust assets that may be available to them consistent with this Settlement Agreement and the Trust Agreement to satisfy any liability incurred by the

Environmental Response Trust and the Environmental Response Trust Protected Parties to such person or entity in carrying out the terms of this Settlement Agreement, the Trust Agreement, the Plan or any order of the Bankruptcy Court, and the Environmental Response Trust Protected Parties shall have no personal liability absent a finding by Final Order of fraud or willful misconduct.

90. Neither the United States, the States, the Tribe, nor any of the Debtors shall be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the Environmental Response Trust or the Environmental Response Trust Protected Parties, or to be an owner or operator of any of the Properties on account of this Settlement Agreement, the Trust Agreement, or actions contemplated by the Settlement Agreement and/or Trust Agreement.

V. ALTERNATIVE DISPUTE RESOLUTION

91. The Parties recognize that alternative dispute resolution may lead to the more efficient resolution of disputes in many circumstances and where appropriate and upon agreement of the relevant Parties, will engage in non-binding informal dispute resolution prior to petitioning the Court to resolve any dispute under this Settlement Agreement.

VI. OUTSTANDING OBLIGATIONS

92. Subject to the provisions of Paragraph 34 of this Settlement Agreement, Debtors shall continue, at their own expense, the operations of any required Environmental Actions being performed by any Debtor at a Property until the payments required by Paragraph 32 of this Settlement Agreement are made, including, but not limited to, environmental monitoring activities.

93. Notwithstanding any other provisions in this Paragraph 93 to the contrary, upon Debtors' completion of the payments and transfers to the Environmental Response Trust provided for herein, Debtors and their successors shall have no further obligations to perform work pursuant to any outstanding consent decree, agreed order, administrative order on consent, or administrative order issued unilaterally by EPA or any of the Governments regarding any of the Properties, provided, however, that Debtors shall produce, or make available for production, to the United States or any State with respect to a Property as to which such State is a party to any order or consent decree, any records relating to the Property, and such records should be provided in the state and condition in which such records are found. Upon the Effective Date the Lead Agency may, as necessary, substitute the Environmental Response Trust for the applicable Debtor in any outstanding consent decree, administrative order or other settlement agreement with the relevant Lead Agency regarding any of the Properties so long as the amended or substituted decrees or orders are not inconsistent with the terms of, and funding provided under, this Settlement Agreement and the Trust Agreement.

Specifically with respect to Administrative Order, Index No. CERLCA-02-2010-2027 (August 18, 2010), Administrative Order, Index No. II CERCLA-20215 (August 18, 1992), and Administrative Order, Index No. II-CERLCA-20207 (March 31, 1992) as modified by Amendment to Administrative Order, Index No. II-CERLCA-20207 (August 30, 1999) , which relate to the Massena Property, and NYS Department of Environmental Conservation Administrative Orders on Consent, Index Numbers D-7-001-97-06 (September 25,1997) and D7-0008-97-06 (July 15,1999) which relate to the IFG Property (the "Orders") upon the Effective Date, the Environmental Response Trust shall be substituted as respondent to such Orders and the Environmental Response Trust shall comply with such Orders, so long as the

amended or substituted decrees or orders are not inconsistent with the terms of, and funding provided under, this Settlement Agreement and the Trust Agreement, and Debtors shall be removed as respondent from such Orders. Within six months of the Effective Date, the Lead Agencies shall undertake reasonable efforts to either substitute the Environmental Response Trust for the Debtors in all other outstanding consent decrees, administrative orders or other settlement agreements with the relevant Lead Agency regarding any of the Properties that have ongoing obligations, so long as the amended or substituted decrees or orders are not inconsistent with the terms of, and funding provided under, this Settlement Agreement and the Trust Agreement, or remove the Debtors from such decrees, orders, or agreements.

Specifically with respect to Consent Judgment 92-3740-CE for the General Motors Powertrain Bay City Facility, within six months of the Effective Date, the Lead Agency shall undertake reasonable efforts to modify the judgment to substitute the Environmental Response Trust for the Debtors and limit its obligations to only the portion of the General Motors Powertrain Bay City Facility currently owned by the Debtors and to be transferred to the Environmental Response Trust, the General Motors Powertrain (GMPT) Bay City Property (MLC Site ID 1100), so long as the amended or substituted decrees or orders are not inconsistent with the terms of, and funding provided under, this Settlement Agreement and the Trust Agreement and to substitute New GM for the Debtors for the remainder of the facility.

VII. COVENANTS NOT TO SUE

94. With respect to the Properties (including releases of Hazardous Substances from any portion of the Properties and all areas affected by migration of such substances emanating from the Properties), and except as specifically provided in Section VIII (Reservation of Rights and Regulatory Authority), upon the Effective Date and Debtors' transfer of the

Properties and full funding of the Environmental Response Trust Accounts as set forth in Paragraphs 30, 31 and 32 of this Settlement Agreement, the United States on behalf of U.S. EPA and the States and Tribe covenant not to sue or assert any administrative or other civil claims or causes of action against Debtors, any successor entity thereto, or the Environmental Response Trust and the Environmental Response Trust Protected Parties under CERCLA, RCRA, and State environmental statutes, as well as any other environmental liabilities asserted in the Government Proofs of Claim.

95. With respect to the Properties, except as specifically provided in Section VIII (Reservation of Rights and Regulatory Authority), the Government Proofs of Claim shall be deemed satisfied in full in accordance with the terms of this Settlement Agreement, the U.S. EPA and the States and Tribe shall not be entitled to file any further claims under CERCLA, RCRA, or State environmental statutes, as well as any other environmental liabilities asserted in the Government Proofs of Claim, whether unsecured, secured, administrative priority or otherwise, and the U.S. EPA and the States and Tribe shall not receive any other distributions in the Bankruptcy Cases on account of such claims.

96. Financial Assurance. The relevant States and Debtors shall take all necessary steps to cancel or release the financial assurance instruments listed in Attachment D to this Settlement Agreement at the time the Environmental Response Trust is funded. Upon the Effective Date and Debtors' transfer of the Properties and full funding of the Environmental Response Trust Accounts as set forth in Paragraphs 30 through 32 of this Settlement Agreement, and the funding of the Expendable Trust for the Framingham Landfill Site in Massachusetts and the 807 Trust Fund for the Danville Landfill Property in Illinois as required by Paragraphs 79 and 80 of this Settlement Agreement, the Governments agree not to seek and covenant not to sue

or assert any administrative or other civil claims or causes of action against Debtors, the Environmental Response Trust or the Administrative Trustee, solely in his official capacity, with respect to any financial assurance required under environmental law relating to the Properties.

97. The covenants not to sue in paragraphs 94 through 99 (and the reservations thereto) shall also apply to Debtors' successors, assigns, officers, directors, employees, and trustees, but only to the extent that the alleged liability of the successor, assign, officer, director, employee, or trustee of Debtors is based solely on its status as and in its capacity as a successor, assign, officer, director, employee, or trustee of Debtors. For purposes of this Paragraph New GM shall not be considered a successor or assign of Debtors.

98. The covenants not to sue contained in this Settlement Agreement extend only to Debtors, the Environmental Response Trust, the Environmental Response Trust Protected Parties, and the persons or entities described in Paragraph 97 above and do not extend to any other person or entity. Nothing in this Agreement is intended as a covenant not to sue any person or entity other than Debtors, the Environmental Response Trust, the Environmental Response Trust Protected Parties, the United States, the States, the Tribe, and the persons or entities described in Paragraph 97. Except as provided in Paragraph 97, the United States, the States, the Tribe, Debtors, and the Environmental Response Trust and the Environmental Response Trust Protected Parties expressly reserve all claims, demands, and causes of action either judicial or administrative, past, present or future, in law or equity, which the United States, States, Tribe, or Debtors or the Environmental Response Trust Protected Parties and the Environmental Response Trust may have against all other persons or entities, firms, corporations, entities, or

predecessors of Debtors for any matter arising at or relating in any manner to the Properties and/or claims addressed herein.

99. Debtors, the Environmental Response Trust and the Administrative Trustee covenant not to sue and agree not to assert claims or causes of action against the United States, the Tribe or the States with respect to the Properties, including but not limited to any direct or indirect claim for reimbursement from (i) the Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b), 9607, 9611, 9612, 9613, or (ii) any other provision of federal or state law; any claims against the United States, the Tribe or the States, including any of their departments, agencies or instrumentalities pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. §§ 9607, 9613, or State environmental statutes; and any claims arising out of the response activities at the Properties. Nothing in this Settlement Agreement shall be construed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611 or 40 C.F.R. § 300.700(d), or State environmental statutes. Nothing herein shall preclude the United States, the States, or the Tribe from consenting to the application or making of a claim. Debtors covenant not to sue and agree not to assert claims or causes of action against the Environmental Response Trust and the Environmental Response Trust Protected Parties with respect to the Properties. The Environmental Response Trust and the Administrative Trustee covenant not to sue or assert any claims or causes of action against Debtors and their successors, assigns, officers, directors and employees in their respective capacities as such, with respect to the matters addressed in this Settlement Agreement or acts or omissions in connection with, related to, or arising out of the negotiations or consummation of this Settlement Agreement or the holding, administration, investigation or remediation of the

Properties except for instances of fraud or willful misconduct on behalf of the Debtors or their successors, assigns, officers, directors or employees. In the event that an Environmental Response Trust Protected Party asserts a claim or cause of action against the United States, the States, the Tribe or the Debtors with respect to the Properties, then the covenant not to sue provided to that Environmental Response Trust Protected Party under Paragraphs 94 through 99 shall be null and void and have no effect.

VIII. RESERVATION OF RIGHTS AND REGULATORY AUTHORITY

100. The covenants not to sue set forth in Section VII do not apply to any matters other than those expressly specified therein. The United States, the Tribe, and the States reserve, and this Settlement Agreement is without prejudice to, all rights against Debtors and the Environmental Response Trust and the Environmental Response Trust Protected Parties or other persons or entities with respect to all matters other than those set forth in Paragraphs 30 and 94 through 98. The United States, the States, and the Tribe also specifically reserve all rights against Debtors with respect to:

- (i) any action to enforce their rights under this Settlement Agreement;
- (ii) any general unsecured claim with respect to the release of Hazardous Substances into Lower Ley Creek, the Lake Bottom Subsite, or the Salina Landfill Subsite, which are part of the Onondaga Lake Superfund Site in Onondaga County, New York or the Old Ley Creek Channel in Onondaga County, New York. "Lower Ley Creek" for purposes of this Settlement Agreement shall mean the entire portion of Ley Creek which is downstream from the Route 11 Bridge;
- (iii) any general unsecured claim arising from costs incurred by a Lead Agency or Support Agency for Environmental Actions with respect to a Property prior to June 1, 2009, with respect to MLC and prior to October 9, 2009, with respect to REALM and ENCORE;
- (iv) any claim or cause of action for response costs and injunctive relief under CERCLA Sections 106 and 107, RCRA Sections 3008, 7002 and 7003 or State environmental statutes for future acts taken by the Debtors after the Effective

Date that create liability under CERCLA, RCRA, or state law;

- (v) criminal liability;
- (vi) any general unsecured claim arising from damages or injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- (vii) all rights with respect to any site that is not a Property, other than claims or causes of action for migration of Hazardous Substances emanating from a Property; and
- (viii) all rights with respect to enforcement of state laws related to removal, collection or recovery of mercury-containing switches from end-of-life vehicles.

Debtors' future acts creating liability under CERCLA, RCRA or state law do not include continuing releases related to Debtors' conduct prior to the Effective Date. The United States, the States and the Tribe also reserve, and this Settlement Agreement is without prejudice to any liability of Debtors' successors, assigns, officers, directors, employees, and trustees for response costs and injunctive relief under CERCLA Section 106 and 107, RCRA Sections 7002 and 7003, and state laws for any future acts taken by any such respective entity after the Effective Date that create liability under CERCLA, RCRA or state law. Future acts creating liability under CERCLA, RCRA, or state law do not include continuing releases related to such party's conduct prior to the Effective Date. The United States, the States and the Tribe also specifically reserve all rights against the Environmental Response Trust and the Environmental Response Trust Protected Parties with respect to any action to enforce their rights under this Settlement Agreement, including but not limited to the right to file suit against the Environmental Response Trust and the Environmental Response Trust Protected Parties at any time for (i) fraud or willful misconduct (with all funds recovered in any such action to be restored to the Environmental Response Trust account or subaccount from which they were taken); (ii) criminal liability; and (iii) any rights reserved under Paragraphs 101 and

102 of this Settlement Agreement. In no event shall the Environmental Response Trust Protected Parties be personally liable for any monetary damages other than for a finding of fraud or willful misconduct by Final Order.

101. The United States, the States and the Tribe shall retain the right to issue, obtain, or enforce an order against the Environmental Response Trust to perform Environmental Action under applicable law, including an administrative order, provided that any such order or enforcement is not inconsistent with the provisions of the Settlement Agreement or the Trust Agreement. The Administrative Trustee may enter into a consent decree or consent order with the United States, the States and the Tribe in which a Property is located, and may perform work pursuant to administrative orders issued unilaterally by U.S. EPA, a State or the Tribe under applicable law, to facilitate or conduct Environmental Actions at such Property, provided that any such consent decree, consent order or administrative order issued unilaterally by U.S. EPA, a State or the Tribe is not inconsistent with the provisions of the Settlement Agreement. Nothing in the Settlement Agreement shall be deemed to limit the information-gathering authority of the United States or the States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal or state law or regulation, or to excuse Debtors or the Environmental Response Trust from any disclosure or notification requirements imposed by CERCLA or any other applicable federal or state law or regulation.

102. Nothing in the Settlement Agreement or the Trust Agreement shall impair any authority of the United States, the States or the Tribe to select or authorize Environmental Action for any Property under applicable law. Nothing in this Settlement Agreement shall be deemed to (i) limit the authority of the United States or the States to take response action

under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable federal or state law or regulation; (ii) alter the applicable legal principles governing judicial review of any action taken by the United States or the States pursuant to that authority; or (iii) limit or alter any right of access of the United States or the States pursuant to applicable law. The Lead Agency may bring enforcement actions against the Environmental Response Trust that are not inconsistent with the provisions of the Settlement Agreement in other courts having jurisdiction, provided, however, that the Bankruptcy Court shall have exclusive jurisdiction over any issues relating to (a) approval of budgets and expenditures of budgeted funds (provided, however, that if the Administrative Trustee enters into a consent decree or administrative order on consent, then the Governments may enforce the expenditure of budgeted funds to comply with such consent decree or administrative order on consent in other courts having jurisdiction), (b) changes to a Property's Minimum Estimated Property Funding, Reserve Property Funding and Long Term OMM Property Funding, if any, (c) access to Cushion Funding Account funds, (d) disputes involving the Administrative Funding Account, or (e) the removal of the Administrative Trustee. In no event shall the Environmental Response Trust Protected Parties be personally liable for any monetary damages other than for a finding of fraud or willful misconduct by Final Order.

103. Debtors and the Administrative Trustee reserve, and this Settlement Agreement is without prejudice to, all rights, as applicable, against the United States, the States, the Tribe, the Debtors, and the Administrative Trustee with respect to (a) all matters other than those set forth in Paragraph 99, and (b) any action to enforce their rights under the terms of this Settlement Agreement. In addition, Debtors' covenant not to sue under Paragraph 99 shall not apply in the event that the United States, the Tribe, or a State brings a cause of action or issues

an order pursuant to the reservations set forth in Paragraph 100, but only to the extent that Debtors' claims arise from the same response action, response costs, damages, or other relief that the United States, the Tribe, or the State is seeking pursuant to the applicable reservations.

104. Except as provided in Paragraph 100, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person or entity not a party to this Settlement Agreement. Except as provided in paragraph 100, nothing in this Settlement Agreement diminishes the rights of the Governments, pursuant Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), or State environmental statutes, to pursue any persons or entities not a party hereto to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2), or State environmental statutes. Except as provided in Paragraph 97, the Governments expressly reserve all existing rights against all persons or entities not a party to this Settlement Agreement, including New GM.

IX. CONTRIBUTION PROTECTION

105. The parties hereto agree, and by entering this Settlement Agreement the Bankruptcy Court finds, that this Settlement Agreement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Debtors and the Environmental Response Trust and the Environmental Response Trust Protected Parties, as of the Effective Date, are entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2) or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all costs of Environmental Actions incurred or to

be incurred by the U.S. EPA, the States, or the Tribe or any other person or entity relating to or in connection with the Properties, including releases of Hazardous Substances from any portion of the Properties, and all areas affected by migration of such substances emanating from the Properties; provided, however, that the “matters addressed” in this Settlement Agreement do not include (i) any matters reserved in Paragraph 100 of this Settlement Agreement; or (ii) any claims for past costs asserted by potentially responsible parties who are not parties to this Settlement Agreement.

106. Debtors have informed Massachusetts, and hereby state, that they are not seeking contribution protection under Mass. Gen.Laws ch.21E, § 3A(j)(2), so that the comment period referenced in Mass. Gen.Laws ch.21E, § 3A(j)(2) shall be deemed to be closed.

X. PUBLIC COMMENT

107. This Settlement Agreement will be subject to a public comment period following notice published in the Federal Register and notice under any applicable state law providing for public comment, which may take place concurrent with the judicial approval process under Paragraph 108 hereof. The United States and any State or Tribe receiving public comment reserve the right to withdraw or withhold their consent if the public comments regarding the Settlement Agreement disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate. The Governments will promptly provide Debtors copies of any public comments received during the public comment period. At the conclusion of the public comment period, the United States and any State or Tribe taking public comment will provide the Bankruptcy Court with copies of any public comments and their response thereto. If the United States or any State or Tribe taking public comment withdraws or withholds its consent to the Settlement Agreement prior to the

Effective Date, this Settlement Agreement shall be void and have no further force and effect. Any changes, revisions or amendments to the Settlement Agreement in response to public comment are subject to the approval of all Parties.

XI. JUDICIAL APPROVAL

108. The settlement reflected in this Settlement Agreement shall be subject to approval by the Bankruptcy Court pursuant to Bankruptcy Rule 9019. Debtors shall move promptly for court approval of this Settlement Agreement and shall exercise commercially reasonable efforts to obtain such approval.

XII. PLAN

109. The Debtors shall incorporate this Settlement Agreement into the Plan by reference and approval of this Settlement Agreement shall be a condition precedent to confirmation of the Plan. The Debtors shall not file a Plan or amend the Plan in a manner inconsistent with the terms and provisions of this Settlement Agreement, take any other action in the Bankruptcy Cases that is inconsistent with the terms and provisions of this Settlement Agreement, or propose terms for any order confirming the Plan that are inconsistent with this Settlement Agreement. The Governments shall not oppose any term or provision of the Plan or an order confirming the Plan that is addressed by and is consistent with this Settlement Agreement. The Parties reserve all other rights or defenses that they may have with respect to the Plan. In the event of any inconsistency between the Plan, any order confirming the Plan, and this Settlement Agreement, the terms of this Settlement Agreement shall control.

XIII. RETENTION OF JURISDICTION

110. The Bankruptcy Court shall retain jurisdiction over both the subject matter of this Settlement Agreement and the parties hereto, for the duration of the performance of the terms

and provisions of this Settlement Agreement for the purpose of enabling any of the parties to apply to the Bankruptcy Court at any time for such further order, direction and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement, or to effectuate or enforce compliance with its terms.

XIV. EFFECTIVENESS OF SETTLEMENT AGREEMENT

111. This Settlement Agreement shall be effective after the close of the public comment period in accordance with Paragraph 107, and upon approval by the Bankruptcy Court pursuant to Paragraphs 107 and 108 of this Settlement Agreement and upon the Effective Date of the Debtor's Plan incorporating this Settlement Agreement.

XV. SIGNATORIES/SERVICES

112. The signatories for the parties each certify that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally such party to this document.

113. The Administrative Trustee shall provide all notices to the Governments required by this Settlement Agreement and send copies of all reports, budgets, annual balance statements, and other documents that the Administrative Trustee is required to submit or provide to the Governments under the terms this Settlement Agreement, to the persons identified in Section 5.3 of the Trust Agreement.

[Remainder of this page is intentionally blank]

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES

ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

Date: _____

Alan S. Tenenbaum
National Bankruptcy Coordinator
Patrick Casey
Senior Counsel
Environment and Natural Resources Division
Environmental Enforcement Section
U.S. Department of Justice

Date: _____

CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

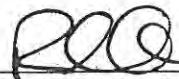


PREET BHARARA
United States Attorney
Southern District of New York
By: David S. Jones
Natalie N. Kuehler
Assistant U.S. Attorneys

Date: October 19, 2010

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES

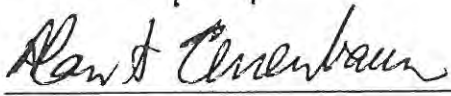


ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

PREET BHARARA
United States Attorney
Southern District of New York
By: David S. Jones
Natalie N. Kuehler
Assistant U.S. Attorneys

Date: 10/15/10

Date: _____



Alan S. Tenenbaum
National Bankruptcy Coordinator
Patrick Casey
Senior Counsel
Environment and Natural Resources Division
Environmental Enforcement Section
U.S. Department of Justice

Date: 10/15/10

CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES

ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

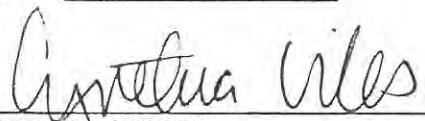
Date: _____

PREET BHARARA
United States Attorney
Southern District of New York
By: David S. Jones
Natalie N. Kuehler
Assistant U.S. Attorneys

Date: _____

Alan S. Tenenbaum
National Bankruptcy Coordinator
Patrick Casey
Senior Counsel
Environment and Natural Resources Division
Environmental Enforcement Section
U.S. Department of Justice

Date: _____

 10/9/10

CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

**FOR MOTORS LIQUIDATION COMPANY, MLC OF HARLEM, INC.,
MLCS, LLC, MLCS DISTRIBUTION CORPORATION, REMEDIATION
AND LIABILITY MANAGEMENT COMPANY, INC., AND
ENVIRONMENTAL CORPORATE REMEDIATION COMPANY, INC.**

Date: October 19, 2010



Ted Stenger
Executive Vice President
Motors Liquidation Company, as agent for each
of the foregoing entities
500 Renaissance Center, Suite 1400
Detroit, MI 48243
Tel.: (313) 486-4044
Fax: (313) 486-4259
Email: tstenger@alixpartners.com

Date: October 19, 2010



James M. Redwine
Vice President of Environmental Affairs
Motors Liquidation Company, as agent for each
of the foregoing entities

Date: _____

David R. Berz
Weil, Gotshal & Manges LLP
Attorneys for Debtors and Debtors in Possession
1300 Eye Street, NW, Suite 900
Washington, D.C. 20005
Tel.: (202) 682-7000
Fax: (202) 857-0939
Email: david.berz@weil.com

**FOR MOTORS LIQUIDATION COMPANY, MLC OF HARLEM, INC.,
MLCS, LLC, MLCS DISTRIBUTION CORPORATION, REMEDIATION
AND LIABILITY MANAGEMENT COMPANY, INC., AND
ENVIRONMENTAL CORPORATE REMEDIATION COMPANY, INC.**

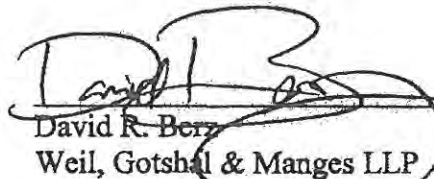
Date: _____

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500 Renaissance Center, Suite 1400
Detroit, MI 48243
Tel.: (313) 486-4044
Fax: (313) 486-4259
Email: tstenger@alixpartners.com

Date: _____

James M. Redwine
Vice President of Environmental Affairs
Motors Liquidation Company, as agent for each
of the foregoing entities

Date: October 19, 2010

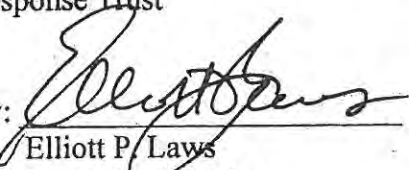


David R. Berz
Weil, Gotshal & Manges LLP
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1300 Eye Street, NW, Suite 900
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Tel.: (202) 682-7000
Fax: (202) 857-0939
Email: david.berz@weil.com

**FOR THE ENVIRONMENTAL RESPONSE TRUST ADMINISTRATIVE
TRUSTEE**

EPLET, LLC in its Representative Capacity as
the Proposed Environmental Response
Administrative Trustee of The Environmental
Response Trust

Date: October 19, 2010

By: 

Elliott P. Laws
Managing Member

Date: _____

By: _____

Michael O. Hill
Proposed Chief Operating Officer and
General Counsel of
The Environmental Response Trust

**FOR THE ENVIRONMENTAL RESPONSE TRUST ADMINISTRATIVE
TRUSTEE**

EPLET, LLC in its Representative Capacity as
the Proposed Environmental Response
Administrative Trustee of The Environmental
Response Trust

Date: _____

By: _____

Elliott P. Laws
Managing Member

Date: 10/12/10

By: Michael O. Hill

Michael O. Hill
Proposed Chief Operating Officer and
General Counsel of
The Environmental Response Trust

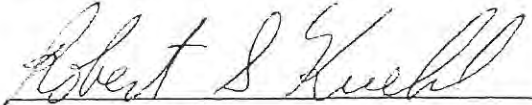
FOR THE STATE OF DELAWARE

Date: 12 Oct - 2010



Collin P. O'Mara, Secretary
Delaware Department of Natural Resources
and Environmental Control

Date: 10/12/10



Robert S. Kuehl
Deputy Attorney General
Delaware Department of Justice

**FOR THE STATE OF ILLINOIS AND THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY**

FOR THE STATE OF ILLINOIS
LISA MADIGAN, Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

Date: 10-18-10



THOMAS E. DAVIS, Chief
Environmental Bureau
Assistant Attorney General
500 South Second Street
Springfield, IL 62706

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY

Date: 10/12/10



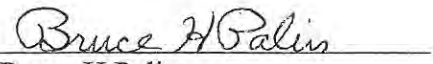
JOHN J. KIM
Chief Legal Counsel

State of Indiana's Signature Page for
"ENVIRONMENTAL RESPONSE TRUST CONSENT DECREE AND SETTLEMENT
AGREEMENT" among DEBTOR MOTORS LIQUIDATION CORPORATION, THE
UNITED STATES, and Several States, including INDIANA

Indiana Department of
Environmental Management

By: 

Thomas W. Easterly
Commissioner

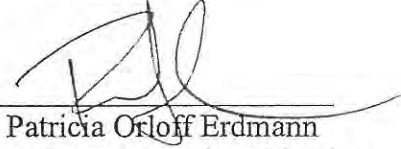
By: 

Bruce H. Palin,
Assistant Commissioner
Office of Land Quality

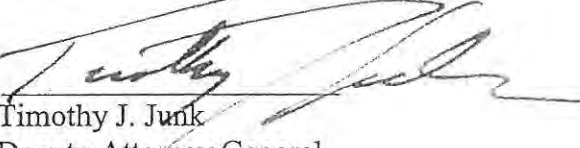
Ind. Dept. of Environmental Mgmt
100 North Senate Avenue
MC 50-01, ICGN 1301
Indianapolis, IN 46204

Date: Oct 13, 2010

Gregory F. Zoeller,
Attorney General of Indiana
Atty. No. 1958-98

By: 

Patricia Orloff Erdmann
Chief Counsel for Litigation
Atty. No. 17664-49A

By: 

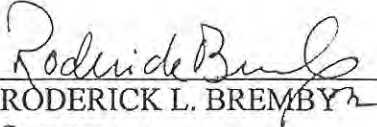
Timothy J. Junk
Deputy Attorney General
Atty. No. 5587-02

Office of the Attorney General
Indiana Government Center South, Fifth Floor
302 West Washington Street
Indianapolis, IN 46204

Date: Oct. 13, 2010

FOR THE STATE OF KANSAS

Date: 10/18/2010


RODERICK L. BREMBY
Secretary
Kansas Department of
Health and Environment

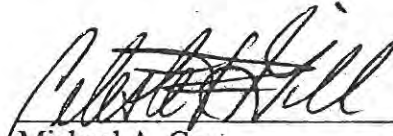
In re:)
MOTORS LIQUIDATION COMPANY, *et al.*,)
 Ek/a General Motors Corp., *et al.*,)
Debtors)

Case No. 09-50026 (REG)
Chapter 11
(Jointly Administered)

ENVIRONMENTAL RESPONSE TRUST
CONSENT DECREE AND SETTLEMENT AGREEMENT
AMONG DEBTORS,
THE ENVIRONMENTAL RESPONSE TRUST ADMINISTRATIVE TRUSTEE,
THE UNITED STATES, *et al.*

FOR THE STATE OF MICHIGAN

Date: Oct. 14, 2010

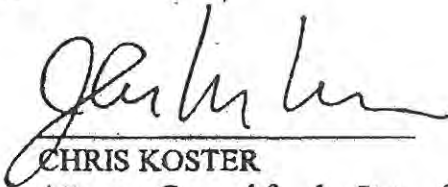

Michael A. Cox
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Celeste R. Gill (P52484)
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Attorneys for the Michigan Department
of Natural Resources and Environment

FOR THE STATE OF MISSOURI

Date:

10/12/10



CHRIS KOSTER

Attorney General for the State of Missouri

JOHN K. McMANUS

Chief Counsel

Agriculture and Environment Division

P.O. Box 899

Jefferson City, Missouri 65102

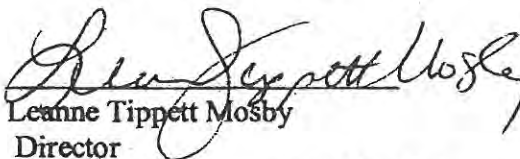
Tel.: (573) 751-8370

Fax: (573) 751-8796

Email: jack.mcmanus@ago.mo.gov

Date:

10/13/10



Leanne Tippet Mosby

Director

Division of Environmental Quality

Missouri Department of Natural Resources

P.O. Box 176

Jefferson City, Missouri 65102

FOR THE STATE OF NEW JERSEY

Date: October 13, 2010



PAULA T. DOW

Attorney General for the State of New Jersey

By: Richard F. Engel
Deputy Attorney General
Richard J. Hughes Justice Complex
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Trenton, New Jersey 08625-0093
Tel.: (609) 984-4863
Fax: (609) 341-5030

FOR THE STATE OF NEW YORK

ANDREW M. CUOMO
Attorney General

Date:

October 19, 2010

By:

Maureen Leary
Maureen Leary
Assistant Attorney General
Chief, Toxics Section
NYS Department of Law
Environmental Protection Bureau
The Capitol
Albany, New York 12224-0341
Tel.: (518) 474-7154
Fax: (518) 473-2534
maureen.leary@ag.ny.gov

FOR THE STATE OF OHIO

Date: 10/12/10



RICHARD CORDRAY

Attorney General for the State of Ohio

By: Michelle T. Sutter
Principal Assistant Attorney General
30 E. Broad Street, 26th Floor
Columbus, Ohio 43215
Tel.: (614) 752-4316
Fax: (866) 483-1104
Email: michelle.sutter@ohioattorneygeneral.gov

FOR THE COMMONWEALTH OF VIRGINIA

KENNETH T. CÜCCINELLI, II
ATTORNEY GENERAL

Date: 10/18/10

By: Kerri L. Nicholas
Kerri L. Nicholas, VSB # 47230
Assistant Attorney General
Environmental Section
Virginia Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
(804) 371-8721
knicholas@oag.state.va.us

FOR THE STATE OF WISCONSIN

Date:

10/12/10

MATTHEW J. FRANK

Secretary



ALLEN K. SHEA

Deputy Secretary

Wisconsin Department of Natural Resources

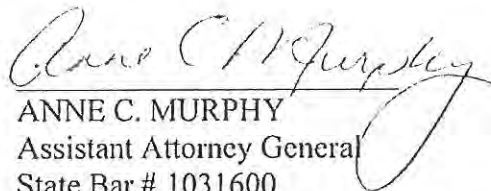
Approved as to form:

Date:

10/12/10

J.B. VAN HOLLEN

Attorney General



ANNE C. MURPHY

Assistant Attorney General

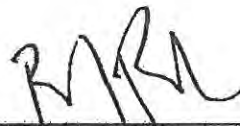
State Bar # 1031600

Attorneys for the State of Wisconsin

**FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL
QUALITY**

Date:

10/12/10



Beau James Brock
Assistant Secretary
Office of Environmental Compliance
Louisiana Department of Environmental Quality

**FOR THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

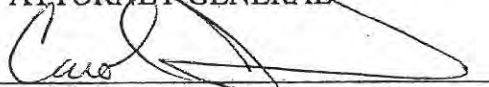
MASSACHUSETTS DEPARTMENT OF
ENVIRONMENTAL PROTECTION
By its attorney,

MARTHA COAKLEY,
ATTORNEY GENERAL

Date:

10/14/10

By:



Carol Iancu, MA BBO # 635626
Assistant Attorney General
Environmental Protection Division
Massachusetts Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
(617) 963-2428
carol.iancu@state.ma.us

**FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF
THE COMMONWEALTH OF PENNSYLVANIA**

Date:

10/14/10



Susan Shinkman

Chief Counsel

Office of Chief Counsel

Rachel Carson State Office Building

400 Market Street

Harrisburg, Pennsylvania 17101-2301

FOR THE SAINT REGIS MOHAWK TRIBE

Date: _____

McNAMEE, LOCHNER, TITUS
& WILLIAMS, P.C.

John J. Privitera, Esq.

Jacob F. Lamme, Esq.

677 Broadway

Albany, New York 12207

Tel.: (518) 447-3200

Fax: (518) 426-4260

ATTACHMENT A

Environmental Response Trust Property Funding for Environmental Activities

MLC Site ID	Site	2. Minimum		3. Reserve Property Funding	4. OMM Property Funding	5. State	6. Region	7. Lead Agency	8. Support Agency
		1. Total Property Funding	Estimated Property Funding						
Total		[a]			[b]				
1190	GMNA Car - Wilmington	\$431,201,122	\$295,036,131	\$52,065,197	\$84,099,794	DE	3	State	EPA
1233	GMPT - Danville Landfill	\$11,728,473	\$9,084,380	\$1,603,126	\$1,040,967	IL	5	State	EPA
1288	Former GM Delco Plant 5	\$5,258,489	\$3,090,664	\$545,411	\$1,622,414	IN	5	EPA	State
Various	Bedford Town Sites (60 Properties)	\$7,268,319	\$5,508,605	\$972,107	\$787,607	IN	5	EPA	State
	Manual Transmission of Muncie	\$4,017,597	\$3,352,197	\$591,564	\$73,836	IN	5	State	EPA
1316	Metal Fab - Indianapolis	\$5,695,448	\$3,715,037	\$655,595	\$1,324,816	IN	5	State	EPA
1191	Delphi I - Anderson/Monroe	\$3,713,446	\$1,890,167	\$333,559	\$1,489,720	IN	5	State	EPA
1320	Allison Gas Turbines	\$2,811,565	\$2,280,338	\$402,413	\$128,814	IN	5	State	EPA
1325	Venture 2000 Property	\$1,668,107	\$416,235	\$73,453	\$1,178,419	IN	5	State	EPA
1234	1-Acre Fire Suppression Lot	\$0	\$0	\$0	\$0	IN	5	EPA	State
1329	Fairfax I Plant	\$0	\$0	\$0	\$0	IN	5	EPA	State
1289-1	Fairfax Parking Lot	\$4,786,321	\$3,727,624	\$657,816	\$400,881	KS	7	State	EPA
1289-2	GMV - Shreveport Assembly (exclude Stamping)	\$0	\$0	\$0	\$0	KS	7	State	EPA
1192	MCD - Framingham Landfill	\$0	\$0	\$0	\$0	LA	6	State	EPA
1290	GMPT - Willow Run	\$2,325,836	\$623,123	\$109,963	\$1,592,750	MA	1	State	EPA
1199-1	GMNA - Buick City	\$35,779,454	\$22,761,031	\$4,016,652	\$9,001,771	MI	5	State	EPA
1295	Pontiac North	\$32,959,117	\$21,258,669	\$3,751,530	\$7,948,918	MI	5	EPA	State
1197	GMPT Saginaw Malleable	\$11,015,247	\$9,025,526	\$1,592,740	\$396,981	MI	5	EPA	State
1003	Saginaw Nodular Iron (PIMS297)	\$10,725,985	\$7,310,082	\$1,290,014	\$2,125,889	MI	5	State	EPA
1004	GMNA Car (Fisher Body) - Lansing	\$4,668,779	\$3,510,346	\$619,473	\$538,960	MI	5	EPA	State
1300-3	Midsize & Luxury Car - Willow Run	\$7,736,956	\$5,013,345	\$884,708	\$1,838,903	MI	5	State	EPA
3064	Delphi C - Livonia Groundwater	\$7,573,707	\$5,737,276	\$1,012,460	\$823,971	MI	5	State	EPA
1302	GMNA Car - Lansing 2	\$6,669,037	\$2,734,383	\$482,538	\$3,452,116	MI	5	EPA	State
1300-1	GMNA Car - Lansing 3	\$5,509,240	\$3,800,527	\$670,681	\$1,038,032	MI	5	State	EPA
1300-2	Delphi I - Coldwater Rd. (Landfill)	\$5,385,566	\$3,695,404	\$652,130	\$1,038,032	MI	5	State	EPA
1103	Stamping - Grand Rapids	\$4,250,661	\$1,829,223	\$322,804	\$2,098,634	MI	5	State	EPA
1198	GMPT Bay City	\$3,785,208	\$2,212,186	\$390,386	\$1,182,636	MI	5	State	EPA
1100	Flint West - Flint River (Bluff Street)	\$3,526,770	\$1,018,689	\$179,769	\$2,328,312	MI	5	State	EPA
1299	Vacant Land South of Van Born (68 acres)	\$3,186,069	\$2,708,159	\$477,910	\$0	MI	5	EPA	State
1107	GMPT - Livonia	\$3,210,644	\$2,609,105	\$460,430	\$141,109	MI	5	EPA	State
1195	Greenpoint Landfill	\$1,861,394	\$1,582,185	\$279,209	\$0	MI	5	EPA	State
1106	Hemphill lot	\$1,774,460	\$790,276	\$139,460	\$844,724	MI	5	State	EPA
1291	Peregrine - Coldwater Rd. (plant)	\$1,779,650	\$1,476,984	\$260,644	\$42,022	MI	5	State	EPA
1327	Employee Development Center	\$1,471,173	\$1,005,992	\$177,528	\$287,653	MI	5	State	EPA
1001	Chevrolet-Pontiac-Canada Pontiac Fiero Assembly Plant	\$1,031,412	\$182,014	\$125,961	\$0	MI	5	State	EPA
1121	Davison Road Land	\$839,741	\$713,780	\$81,245	\$70,649	MI	5	State	EPA
1292	Dort Highway Land	\$612,280	\$460,386	\$79,295	\$0	MI	5	EPA	State
1296	PCC-Validation	\$528,634	\$449,339	\$70,596	\$0	MI	5	EPA	State
1306-1	Saginaw PLt 2 Landfill	\$470,639	\$400,043	\$70,596	\$0	MI	5	EPA	State
1328		\$374,204	\$318,073	\$56,131	\$0	MI	5	State	EPA

ATTACHMENT A

Environmental Response Trust Property Funding for Environmental Activities

MLC Site ID	Site	1. Total Property Funding		2. Minimum Estimated Property Funding		3. Reserve Property Funding		4. OMM Property Funding		5. State		6. Region		7. Lead 8. Support Agency	
		[a]	[b]												
1308	Pontiac Centerpoint Campus - West	\$215,981		\$183,584		\$32,397		\$0		MI		5		EPA	State
1002	Powertrain - Romulus Engineering Center	\$276,029		\$234,625		\$41,404		\$0		MI		5		State	EPA
1005	Former Howard W/H - Vacant Land	\$248,252		\$211,014		\$37,238		\$0		MI		5		State	EPA
1108	Textile Road Land	\$160,789		\$136,671		\$24,118		\$0		MI		5		EPA	State
1310	ACC - Penske site	\$150,495		\$127,921		\$22,574		\$0		MI		5		State	EPA
1102	Linden Road Landfill	\$167,523		\$72,626		\$12,816		\$82,081		MI		5		State	EPA
1297	Windiate Park Lots	\$143,971		\$80,673		\$14,236		\$49,062		MI		5		State	EPA
1294	Lot 8 - 6241 Cass Avenue at Amsterdam Ave.	\$124,382		\$105,725		\$18,657		\$0		MI		5		State	EPA
1101	6560 Cass Ave/GMNA New Center Complex	\$59,107		\$50,241		\$8,866		\$0		MI		5		State	EPA
1298-1	GLTC land (Atherton Landfill/Die Lot Parking)	\$223,394		\$189,885		\$33,509		\$0		MI		5		State	EPA
1006	Vacant Land (76 acres)	\$20,924		\$17,785		\$3,139		\$0		MI		5		EPA	State
1104	Delphia C Livonia Coil & Bumper	\$0		\$0		\$0		\$0		MI		5		EPA	State
1105	Land along Stanley Road	\$0		\$0		\$0		\$0		MI		5		State	EPA
1116	Fiero Site (Powerhouse)	\$0		\$0		\$0		\$0		MI		5		EPA	State
1120	Flint Flow-through Warehouse	\$0		\$0		\$0		\$0		MI		5		EPA	State
1194	GMPT - Flint North #5/#10/#81	\$0		\$0		\$0		\$0		MI		5		EPA	State
1196	GMVM - Pontiac Assembly	\$0		\$0		\$0		\$0		MI		5		EPA	State
1293	Midsize & Luxury Car Clark Street	\$0		\$0		\$0		\$0		MI		5		EPA	State
1301	Delta Engine Plant	\$0		\$0		\$0		\$0		MI		5		State	EPA
1303	1831 Gordinwood (residence)	\$0		\$0		\$0		\$0		MI		5		State	EPA
1304	1394 Oak Hollow (residence)	\$0		\$0		\$0		\$0		MI		5		State	EPA
1305	Pontiac Centerpoint Campus - Central	\$0		\$0		\$0		\$0		MI		5		EPA	State
1307	Pontiac Centerpoint Campus - East	\$0		\$0		\$0		\$0		MI		5		EPA	State
1309	Centerpoint Land (no Etkin ground lease)	\$0		\$0		\$0		\$0		MI		5		EPA	State
1311	Centerpoint Land (Etkin ground lease)	\$0		\$0		\$0		\$0		MI		5		EPA	State
1312	652 Meadow Drive	\$0		\$0		\$0		\$0		MI		5		EPA	State
1313	642 Meadow Drive	\$0		\$0		\$0		\$0		MI		5		EPA	State
1314	631 Meadow Drive	\$0		\$0		\$0		\$0		MI		5		EPA	State
1315	607 Meadow Drive	\$0		\$0		\$0		\$0		MI		5		EPA	State
1199-2	Willow Run Engineering Center	\$0		\$0		\$0		\$0		MI		5		State	EPA
1306-2	PCC Validation Southern Parking Lot	\$0		\$0		\$0		\$0		MI		5		EPA	State
1007	Former Leed's Assembly Plant - Northern Parcel	\$1,724,806		\$1,166,210		\$205,802		\$352,794		MO		7		State	EPA
1109	Former Leed's Assembly Plant - Southern Parcel	\$0		\$0		\$0		\$0		MO		7		State	EPA
1008	Hyatt Clark Industries	\$14,176,022		\$6,900,785		\$1,217,786		\$6,057,451		NJ		2		State	EPA
1009	Delphi Interior & Lighting Systems - Trenton	\$10,532,047		\$8,422,742		\$1,486,366		\$622,939		NJ		2		State	EPA
1200	Massena	\$120,860,604		\$92,352,887		\$16,297,568		\$12,210,149		NY		2		EPA	State
1010	GM-IFG Syracuse	\$31,121,812		\$17,720,946		\$3,127,226		\$10,273,640		NY		2		State	EPA
1110	Ley Creek PCB Dredging Site	\$1,882,342		\$415,634		\$73,347		\$1,393,361		NY		2		State	EPA
1098	Tonawanda Engine Landfill	\$0		\$0		\$0		\$0		NY		2		State	EPA
1317	Delphi Harrison - Moraine	\$25,759,964		\$19,306,452		\$3,407,021		\$3,046,491		OH		5		EPA	State
1111	Delphi Interior - Elyria	\$7,263,306		\$3,421,417		\$603,780		\$3,238,109		OH		5		State	EPA

ATTACHMENT A **Environmental Response Trust Property Funding for Environmental Activities**

MLC Site ID	Site	2. Minimum		3. Reserve Property Funding	4. OMM Property Funding	5. State	6. Region	7. Lead Agency	8. Support Agency
		1. Total Property Funding [a]	Estimated Property Funding						
1201	Stamping - Mansfield	\$2,990,952	\$2,110,204	\$372,389	\$508,359	OH	5	State	EPA
1099	GMPT - Toledo 103C Landfill	\$2,634,063	\$1,087,244	\$191,867	\$1,354,952	OH	5	EPA	State
1203	GMPT - Parma Complex	\$746,705	\$634,699	\$112,006	\$0	OH	5	State	EPA
1011	Lordstown Excess Land	\$0	\$0	\$0	\$0	OH	5	State	EPA
1012	Moraine Lagoon	\$0	\$0	\$0	\$0	OH	5	EPA	State
1202	Moraine Assembly	\$0	\$0	\$0	\$0	OH	5	EPA	State
1204	Metal Fab - Pittsburgh	\$3,299,231	\$2,757,748	\$486,661	\$54,822	PA	3	State	EPA
1205	GMPT - Fredericksburg	\$25,922	\$22,034	\$3,888	\$0	VA	3	State	EPA
1013	Janesville Training Center	\$210,857	\$165,588	\$29,221	\$16,048	WI	5	State	EPA

Notes:

- [a] Funding as of August 13, 2010 and subject to the adjustments provided for under paragraph 36 and 37 of the Settlement Agreement.
Present value calculated as of January 2011, using Laddered Treasuries for discount rate (2/10/10) and CBO CPI projection for inflation rate (1/28/10).
[b] Long-term OMM costs after 10 years of remediation.
* In addition, \$102,390 in funding for closure and post-closure activities will be placed in an Illinois trust fund created pursuant to 35 Ill. Adm. Code 807.661.
** In addition, \$786,944 in funding for long-term OMM will be placed in a Massachusetts expendable trust account.

ATTACHMENT B

Properties with Existing and Prospective Contracts for Demolition Activities

PO Number	Effective Date	Expiration Date	Vendor #	Vendor Name	Description
FLN0003 STD	7/12/2010	12/31/2010	00-OBRIEN	O'Brien & Gere Engineers, Inc	FEA Flint North
FLN0005 STD	7/1/2010	7/31/2010	00-OBRIEN	O'Brien & Gere Engineers, Inc	O&C Flint North
FLN0006 STD	7/19/2010	1/15/2012	00-BIER	Bierlein	Demo Flint North
FLN00xx STD	11/29/2010	11/29/2012	TBD	TBD	Demo Flint North
LAN0005 STD	4/5/2010	12/31/2010	00-HANDI	Handijon, Inc.	Service Lansing
LAN0006 STD	4/5/2010	12/31/2010	00-BESCO	Besco Water Treatment	Service Lansing
LAN0007 STD	7/12/2010	12/31/2010	00-OBRIEN	O'Brien & Gere Engineers, Inc	O&C Lansing
LAN00xx STD	9/21/2010	1/31/2011	TBD	TBD	Demo Lansing
MAN0001 STD	2/9/2010	2/9/2011	00-OBRIEN	O'Brien & Gere Engineers, Inc	FEA Mansfield
MAS00xx STD	9/7/2010	12/31/2011	00-OBRIEN	O'Brien & Gere Engineers, Inc	OSR Massena
MAS00xy STD	9/17/2010	12/31/2011	00-BRAND	Brandenburg	Demo Massena
PPM0004 STD	6/22/2010	12/19/2010	00-OBRIEN	O'Brien & Gere Engineers, Inc	FEA Pontiac N
REC0001 STD	8/9/2010	11/7/2010	00-OBRIEN	O'Brien & Gere Engineers, Inc	O&C Romulus
REC0002 STD			00-ADAMO	Adamo Group Inc.	Demo Romulus
SMI0001 STD	10/12/2009	12/12/2011	00-NOAMDIS	North American Dismantling	Demo SMI
SMI0002 STD	2/1/2010	11/30/2010	00-OBRIEN	O'Brien & Gere Engineers, Inc	O&C SMI
WLR0002 STD	6/22/2010	6/22/2011	00-OBRIEN	O'Brien & Gere Engineers, Inc	FEA

ENVIRONMENTAL RESPONSE TRUST AGREEMENT

BY AND AMONG

**MOTORS LIQUIDATION COMPANY f/k/a GENERAL MOTORS CORP.,
REMEDATION AND LIABILITY MANAGEMENT COMPANY, INC.,
and
ENVIRONMENTAL CORPORATE REMEDIATION COMPANY, INC.
as Settlers,**

**EPLET, LLC,
not individually but solely in its representative capacity
as Environmental Response Trust Administrative Trustee,**

AND

**THE UNITED STATES OF AMERICA,
as Environmental Response Trust Beneficiary and Powers and Rights Holder**

AND

**THE STATES OF DELAWARE, ILLINOIS, INDIANA, KANSAS, MICHIGAN,
MISSOURI, NEW JERSEY, NEW YORK, OHIO, WISCONSIN, COMMONWEALTH
OF VIRGINIA, THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY,
THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION,
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF THE
COMMONWEALTH OF PENNSYLVANIA AND THE SAINT REGIS MOHAWK
TRIBE
as Environmental Response Trust Powers and Rights Holders**

As of [INSERT], 2010

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ENVIRONMENTAL RESPONSE TRUST AGREEMENT

This Environmental Response Trust Agreement ("Agreement") is made and entered as of the [INSERT] day of [INSERT], by and among Motors Liquidation Company f/k/a General Motors Corp. ("MLC"), a Delaware corporation, Remediation and Liability Management Company ("REALM"), a Michigan corporation, and Environmental Corporate Remediation Company, Inc. ("ENCORE"), a Delaware corporation, as debtors and debtors in possession in the Bankruptcy Case (defined below) (collectively "Settlors" or "Debtors"; EPLET, LLC, not individually but solely in its representative capacity as Environmental Response Trust Administrative Trustee (defined herein) of the Environmental Response Trust established hereby (the "Environmental Response Trust"); the United States of America (the "Environmental Response Trust Beneficiary" or "United States"); the States of Delaware, Illinois, Indiana, Kansas, Michigan, Missouri, New Jersey, New York, Ohio, Virginia and Wisconsin and the Louisiana Department of Environmental Quality, the Massachusetts Department of Environmental Protection and the Department of Environmental Protection of the Commonwealth of Pennsylvania (collectively, the "States") and the St. Regis Mohawk Tribe (the "Tribe").

RECITALS:

WHEREAS, on June 1, 2009, MLC and certain of its affiliates and subsidiaries commenced liquidation cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended ("Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York, ("Bankruptcy Court"), and on October 9, 2009, REALM and ENCORE commenced liquidation cases by filing voluntary petitions for relief under chapter 11 of title 11 of the Bankruptcy Code in the Bankruptcy Court, (collectively, "Chapter 11 Cases");

WHEREAS, on August 31, 2010, the Debtors filed a Chapter 11 Plan of Liquidation ("Plan of Liquidation") (as amended, modified and supplemented from time to time) with the Bankruptcy Court;

WHEREAS, Settlors are potentially responsible or liable parties with respect to the Properties (identified in Attachment A to the Environmental Response Trust Consent Decree and Settlement Agreement Among Debtors, the Administrative Trustee, the United States and certain States ("Settlement Agreement")) and surrounding areas where Hazardous Substances have migrated, are continuing to migrate, or otherwise have or will come to be located, and are obliged as owner of the Properties to comply with applicable law, including Environmental Law;

WHEREAS, the Settlors, the United States and the States have entered into the Settlement Agreement with respect to the Properties;

WHEREAS, the Plan of Liquidation provides for the creation of the Environmental Response Trust and transfer of certain of the Properties and Funding (defined below) to the Environmental Response Trust to be administered by the Environmental Response Trust Administrative Trustee pursuant to this Agreement and the Settlement Agreement;

WHEREAS, in accordance with the Plan, this Agreement and the Settlement Agreement, the Environmental Response Trust is established to resolve or satisfy one or more contested or uncontested claims that have resulted or may result from an event (or related series of events) that has occurred and that has given rise to at least one claim asserting liability under environmental laws; and, in connection therewith, to conduct, manage and/or fund Environmental Actions with respect to certain of the Properties, including the migration of Hazardous Substances emanating from certain of the Properties, in accordance with the provisions of this Settlement Agreement and the Trust Agreement; to reimburse the Lead Agency for Environmental Actions it conducts or has agreed to pay for with respect to the Properties; own certain of the Properties; carry out administrative and property management functions related to certain of the Properties and pay associated administrative costs; and try to sell or transfer the Properties owned by the Environmental Response Trust so that they can be put to productive or beneficial use;

WHEREAS, pursuant to the Plan of Liquidation and the Settlement Agreement, on the Effective Date (defined below), Debtors shall transfer certain of the Properties, along with the Funds (defined below), to the Environmental Response Trust;

WHEREAS, this Agreement and the Settlement Agreement govern the Environmental Response Trust, which is created pursuant to section 1.468B-1 of the Treasury Regulations promulgated under the Internal Revenue Code;

WHEREAS, the Environmental Response Trust shall be the exclusive holder of the assets described herein and in the Settlement Agreement for purposes of 31 U.S.C. § 3713(b); and

WHEREAS, the Environmental Response Trust is intended to qualify as a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and the Treasury Regulations promulgated thereunder ("Treasury Regulations").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Settlement Agreement, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

1.1 Definitions

The following terms as used in this Agreement shall have the definitions given below:

1.1.1 "Administrative Expenses" means the expenses incurred in administering the Environmental Response Trust, including but not limited to property taxes, liability insurance, security, personnel costs, utilities, maintenance, professional fees, Property marketing costs, and demolition costs unrelated to Environmental Actions.

1.1.2 "Administrative Funding Account" means the funding held by the Environmental Response Trust for the costs necessary for the

administration of the Environmental Response Trust and the orderly wind-down of the Properties, including, but not limited to, Administrative Expenses. Such funding shall be set aside in separate dedicated subaccounts. Funds in the Administrative Funding Account shall not be used by the Administrative Trustee to fund any Environmental Action.

- 1.1.3 “Administrative Funding Reserve Account” means the funding held by the Environmental Response Trust in a separate dedicated account for the express purpose of being used by the Administrative Trustee to fund actual or projected shortfalls in the Administrative Funding Account identified by the Administrative Trustee prior to the third anniversary of the Effective Date. Such shortfalls are strictly limited to unexpectedly high demolition costs and Property holding costs and unexpectedly low proceeds derived from rental of Properties or proceeds derived from the sale of Properties or personalty. The Administrative Funding Reserve Account shall not be used under any circumstances to fund any Environmental Action or any administrative or personnel matters, including legal or professional matters.
- 1.1.4 “Administrative Trustee” or “Environmental Response Trust Administrative Trustee” means (i) EPLET, LLC, not individually but solely in its representative capacity as Administrative Trustee, by and through Elliott Laws, not individually but solely in his representative capacity as president, manager or managing member of the Administrative Trustee, of the Environmental Response Trust that is created pursuant to this Environmental Response Trust Agreement, the Settlement Agreement, and the Debtors’ Plan of Liquidation, as detailed in, *inter alia*, paragraphs 29 through 32 of the Settlement Agreement, and (ii) any successor thereto.
- 1.1.5 “Agreement” means this Environmental Response Trust Agreement.
- 1.1.6 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.
- 1.1.7 “Bankruptcy Code” means chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended.
- 1.1.8 “Beneficiary” or “Environmental Response Trust Beneficiary” means the United States.
- 1.1.9 “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended.
- 1.1.10 “Chapter 11 Cases” means the voluntary petitions for relief under chapter 11 of title 11 of the Bankruptcy Code in the Bankruptcy Court filed by MLC and certain of its affiliates and subsidiaries on June 1, 2009, and by REALM and ENCORE on October 9, 2009.

- 1.1.11 “Cleanup Manager” or “Environmental Response Trust Cleanup Manager” means an employee of the Environmental Response Trust or the Environmental Response Trust Administrative Trustee with responsibilities for certain Environmental Actions and related activities at Properties located in a specified geographic area, as described and designated pursuant to, *inter alia*, Paragraphs 45-47 of the Settlement Agreement.
- 1.1.12 “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan of Liquidation pursuant to section 1129 of the Bankruptcy Code.
- 1.1.13 “Court” means the Bankruptcy Court or, if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Agreement, a United States District Court having competent jurisdiction with respect to such matters.
- 1.1.14 “Cushion Funding Account” means the funding held by the Environmental Response Trust that is available for Environmental Actions at any of the Properties under the circumstances described in Paragraphs 57 and 58 of the Settlement Agreement.
- 1.1.15 “Debtors” means MLC, REALM and ENCORE.
- 1.1.16 “EDC” means the Government of Canada and the Government of Ontario, through the Export Development Canada, Canada’s export trading agency.
- 1.1.17 “Effective Date” means the day on which the Plan of Liquidation becomes effective in accordance with its terms and the Confirmation Order.
- 1.1.18 “Environmental Action” means any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed restrictions, oversight costs and OMM activities authorized or required under law with respect to a Property.
- 1.1.19 “Environmental Costs” means the costs and expenses of implementing Environmental Actions with respect to any Property that are part of an approved budget.
- 1.1.20 “Environmental Cost Account” shall mean each of the Minimum Estimated Property Funding Account, Reserve Property Funding Account and Long Term OMM Property Funding Account.
- 1.1.21 “Environmental Response Trust” means the Environmental Response Trust as such term is defined in the Plan of Liquidation and the Settlement Agreement. Actions of the Environmental Response Trust shall be performed by or at the direction of the Administrative Trustee.

- 1.1.22 “Environmental Response Trust Account” shall have the meaning given in Section 2.5.2. hereof.
- 1.1.23 “Environmental Response Trust Assets” means the funding placed in the Environmental Response Trust Accounts and the assets transferred to the Environmental Response Trust in accordance with this Agreement, the Settlement Agreement and the Plan, but shall not include any General Motors, LLC (“New GM”) securities. The Environmental Response Trust Assets are comprised of (i) Cash in the amount of no less than \$641,414,653 million, as adjusted pursuant to Paragraphs 36 and 37 of the Settlement Agreement; (ii) the Properties listed in Exhibit “A” to this Trust Agreement; (iii) personal property, including equipment, related to certain of the Properties; (iv) all leases of Environmental Response Trust Assets with New GM; (v) all Transferred Contracts; and (vi) such other assets acquired or held by the Environmental Response Trust from time to time pursuant to this Agreement, the Settlement Agreement and the Plan of Liquidation, or an order of the Court.
- 1.1.24 “Environmental Response Trust Protected Parties” means the Administrative Trustee, individually and/or in its capacity as official representative of the Environmental Response Trust, and the Environmental Response Trust’s and the Administrative Trustee’s shareholders, members, officers, managers, directors, employees (including but not limited to the Cleanup Managers and the Redevelopment Manager), attorneys and agents, if any, solely in their capacities as such. Each of the Environmental Response Trust Protected Parties is, individually, an Environmental Response Trust Protected Party. For avoidance of doubt, the Environmental Response Trust is not an Environmental Response Trust Protected Party.
- 1.1.25 “Environmental Response Trust Proceeds” means income, interest earned and proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds with respect to the Environmental Response Trust Assets.
- 1.1.26 “Environmental Response Trust Beneficiary” or “Beneficiary” means the United States of America (“United States”).
- 1.1.27 “Environmental Law” means any applicable federal, tribal, state or local law, statute, ordinance, rule, regulation or code, any license, permit, authorization, administrative or court order, judgment, decree or injunction, including all common law, related to pollution, protection or restoration of health, safety or the environment, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of pollutants or Hazardous Substances, including, without limitation, CERCLA; RCRA; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Federal Water Pollution

Control Act, 33 U.S.C. Section 1251, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001, et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651, et seq. as it relates to the exposure of Hazardous Substances, and any applicable tribal, state, or local law counterparts, as the same may be reauthorized or amended from time to time.

- 1.1.28 “Final Order” means a court order that has not been reversed, stayed, modified, or amended, and as to which (i) the time to appeal, seek review, rehearing or remand, or petition for certiorari has expired and no timely filed appeal or petition for review, rehearing, remand or certiorari is pending; or (ii) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.
- 1.1.29 “Funds” or “Funding” means those funds contributed by the Debtors to the Environmental Response Trust in an amount no less than \$641,414,653 in order to pay Environmental Costs and Administrative Expenses of the Properties and the Environmental Response Trust, and to fulfill the purposes of the Environmental Response Trust consistent with this Agreement and the Settlement Agreement.
- 1.1.30 “Governments” means the United States, the States, and the Tribe.
- 1.1.31 “Hazardous Substances” means all materials, substances, or wastes defined, designated, regulated or classified as hazardous, toxic or radioactive, under any Environmental Laws, whether by type or by quantity, and includes but is not limited to petroleum or any derivative or by-product thereof and asbestos containing materials.
- 1.1.32 “Indemnifiable Expenses” has the meaning set forth in Section 4.12.2.
- 1.1.33 “Internal Revenue Code” or “IRC” means title 26 of the Internal Revenue Code of 1986, as amended, 26 U.S.C. §§ 1 *et seq.*
- 1.1.34 “Lead Agency” means the agency designated as such for each Property, as reflected on Attachment A Column 7 to the Settlement Agreement. For each Property, the Lead Agency shall either be the U.S. EPA, or an agency of the State in which the Property is located. The U.S. EPA and the State in which a Property is located may provide the Administrative Trustee with joint written notice that the Lead Agency for the Property has changed.
- 1.1.35 “Long Term OMM Property Funding Account” means the funding (if any) to be held by the Environmental Response Trust and to be set aside in

separate dedicated subaccounts for each Property and preserved for OMM with respect to each Property beginning ten years after the Effective Date.

- 1.1.36 “Minimum Estimated Property Funding Account” means the funding to be held by the Environmental Response Trust and to be set aside in separate dedicated subaccounts for each Property that has been estimated as the minimum amount of funding with respect to Environmental Actions with respect to each Property.
- 1.1.37 “MSPA” means the Amended and Restated Master Sale and Purchase Agreement by and among General Motors Corporation and its debtor subsidiaries, as Sellers, and NGMCO, Inc., as successor in interest to Vehicle Acquisition Holdings LLC, a purchaser sponsored by the U.S. treasury, as purchaser, dated as of June 26, 2009, together with all related documents and agreements as well as all exhibits, schedules, and addenda thereto, as amended, restated, modified, or supplemented from time to time.
- 1.1.38 “OMM” means operation, monitoring and maintenance activities required as Environmental Actions.
- 1.1.39 “Parties” means the Settlor, the Environmental Response Trust Administrative Trustee and the Governments.
- 1.1.40 “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.
- 1.1.41 “Plan of Liquidation” means the Chapter 11 Plan of Liquidation filed by Debtors on August 31, 2010, as amended, modified and supplemented from time to time and incorporating the Settlement Agreement.
- 1.1.42 “Properties” means each of the 89 properties that are set forth and more particularly described in Attachment A to the Settlement Agreement including, without limitation, all Settlor-owned fixtures, improvements, and equipment located thereon as of the Effective Date and all appurtenances, rights, easements, rights-of-way, mining rights, mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims and causes of actions, and filings or other interests relating to or benefitting such properties.
- 1.1.43 “RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as amended.
- 1.1.44 “Redevelopment Manager” means the employee of the Environmental Response Trust Administrative Trustee with responsibilities relating to the

return of Properties to beneficial use, as described in and designated pursuant to, *inter alia*, Paragraph 48 of the Settlement Agreement.

- 1.1.45 “Reserve Property Funding Account” means the funding to be held by the Environmental Response Trust and to be set aside in separate dedicated subaccounts for each Property that has been estimated as an appropriate minimum amount of reserve funding with respect to Environmental Actions with respect to each Property for use in performing Environmental Actions upon exhaustion of the Minimum Estimated Property Funding Account.
- 1.1.46 “Settlement Agreement” means the Environmental Response Trust Consent Decree and Settlement Agreement Among Debtors, the Administrative Trustee, the United States and Certain States dated October 20, 2010.
- 1.1.47 “Settlors” means MLC, REALM and ENCORE.
- 1.1.48 “States” means the States (or Commonwealths) of Delaware, Illinois, Indiana, Kansas, Michigan, Missouri, New Jersey, New York, Ohio, Pennsylvania, Virginia, and Wisconsin, and the Louisiana Department of Environmental Quality, the Massachusetts Department of Environmental Protection, and the Department of Environmental Protection of the Commonwealth of Pennsylvania.
- 1.1.49 “Superfund” means the “Hazardous Substance Superfund” established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United States to be used for removal or remedial actions to address releases or threats of releases of Hazardous Substances.
- 1.1.50 “Support Agency” means the agency listed as such for each Property on Attachment A Column 8 to the Settlement Agreement. Where a State environmental agency is the Lead Agency, U.S. EPA will be the Support Agency; where U.S. EPA is the Lead Agency, the State and, where applicable, Tribal environmental agency will be the Support Agency.
- 1.1.51 “Transferred Contracts” means those contracts and agreements relating to the Properties listed in Exhibit “C” to this Agreement.
- 1.1.52 “Treasury Regulations” means the Treasury Regulations promulgated under the Internal Revenue Code.
- 1.1.53 “Tribe” means the Saint Regis Mohawk Tribe.
- 1.1.54 “United States” means the United States of America, and all of its agencies, departments, and instrumentalities, including the U.S. EPA and the United States Department of the Treasury.

1.1.55 “U.S. EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

1.1.56 “U.S. Treasury” means the United States Department of the Treasury and any successor departments or agencies of the United States.

1.2 Principles of Construction

1.2.1 The meanings set forth for defined terms in Section 1.1 or elsewhere in this Agreement shall be equally applicable to both the singular and plural forms of the terms defined.

1.2.2 All references to “this Agreement” or “hereof” and other like terms mean, unless the context requires otherwise, this Agreement, including the Exhibits hereto, as it may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

1.2.3 The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

1.2.4 References in this Agreement to Sections and Exhibits, unless otherwise specified, are to Sections of and Exhibits to this Agreement.

1.2.5 To the extent reasonably possible, the provisions of this Agreement shall be interpreted in a manner consistent with the Plan of Liquidation and the Settlement Agreement. Where the provisions of this Agreement are irreconcilable with the provisions of the Plan of Liquidation, the terms of this Agreement shall govern. Where the provisions of this Agreement are irreconcilable with the provisions of the Settlement Agreement, the terms of the Settlement Agreement shall govern.

ARTICLE 2

ESTABLISHMENT OF THE ENVIRONMENTAL RESPONSE TRUST

2.1 Name

The name of the Environmental Response Trust shall be the “[] Environmental Response Trust.”

2.2 Establishment of Environmental Response Trust

The Parties establish the Environmental Response Trust pursuant to this Agreement and the Settlement Agreement and as approved by the Bankruptcy Court to be effective as of the Effective Date to accomplish the purposes of the Environmental Response Trust described in Section 2.3 below and to benefit the Environmental Response Trust Beneficiary. It is the intention of the Parties that this Agreement and the Settlement Agreement constitute the

governing instruments of the Environmental Response Trust. As of the Effective Date, the Environmental Response Trust Administrative Trustee shall have all the rights, powers and duties set forth herein and in the Settlement Agreement with respect to accomplishing the purpose of the Environmental Response Trust as set forth below, and the Governments shall have the rights and powers set forth in this Agreement and the Settlement Agreement. Except as set forth in this Agreement or the Settlement Agreement, the Court shall retain continuing jurisdiction over the Environmental Response Trust, the Environmental Response Trust Assets and the Parties.

2.3 Purpose of the Environmental Response Trust

The exclusive purposes and functions of the Environmental Response Trust are to conduct, manage and/or fund Environmental Actions with respect to the Properties or migration of Hazardous Substances emanating from certain of the Properties in accordance with the provisions of this Agreement; to reimburse the Lead Agency for Environmental Actions it conducts with respect to the Properties; to own certain of the Properties, carry out administrative and property management functions related to the Properties and pay associated administrative costs; and to try to sell or transfer certain of the Properties with the objective that they be put to productive or beneficial use. The Environmental Response Trust shall have no objective or authority to engage in any trade or business. The performance by the Environmental Response Trust Administrative Trustee of its duties under this Agreement and the Settlement Agreement shall not be considered to be the Environmental Response Trust Administrative Trustee's engaging in a trade or business. This Environmental Response Trust is intended to satisfy all of the requirements of, and is intended by the Parties to be properly classified as, a qualified settlement fund pursuant to section 468B of the IRC and related Treasury Regulations.

2.4 Transfer of Ownership

Pursuant to the Plan of Liquidation and Paragraph 30 of the Settlement Agreement, the Parties hereby establish, on behalf of the Environmental Response Trust Beneficiary, and Settlers hereby agree to transfer, assign, and deliver to the Environmental Response Trust, or to an entity formed by the Environmental Response Trust or the Environmental Response Trust Administrative Trustee and owned by the Environmental Response Trust, if the law of the state in which the property to be transferred is situated prohibits a trust entity from holding title, on behalf of the Environmental Response Trust Beneficiary, all of Settlers' rights, title and interests in and to the Environmental Response Trust Assets. Settlers shall retain no ownership or other interest whatsoever in the Properties, the Funds or the Transferred Contracts. The transfer of ownership shall be of all of the Settlers' rights, titles and interests, and the transfer of the Properties shall be consistent with Paragraphs 30 through 32, 36 and 37 of the Settlement Agreement. The Environmental Response Trust Administrative Trustee, on behalf of the Environmental Response Trust, hereby accepts and agrees to hold the Environmental Response Trust Assets in the Environmental Response Trust for the benefit of the Environmental Response Trust Beneficiary for the purposes described in Section 2.3, subject to the terms of the Plan of Liquidation, the Settlement Agreement, this Agreement, and any applicable orders of the Court.

2.5 Transfer of Funds and Creation of Environmental Response Trust Accounts

2.5.1 Funding. On the Effective Date, the Settlers shall (i) transfer or cause to be transferred to the Environmental Response Trust or at the direction of the Environmental Response Trust Administrative Trustee cash in the amount of no less than \$641,414,653, which constitutes the Environmental Response Trust Funds; (ii) pay or cause to be paid to the Expendable Trust as defined in Paragraph 79 of the Settlement Agreement the amount of \$786,944; and (iii) pay or cause to be paid to the 807 Trust Fund as defined in Paragraph 80 of the Settlement Agreement the amount of \$102,390. Upon the Settlers' transfer of the Properties listed in Exhibit "A" and Funds pursuant to this Agreement and the Settlement Agreement, Debtors shall have no further obligation to transfer any additional properties or funds under this Agreement, the Settlement Agreement or otherwise for the purpose of paying Environmental Costs, the costs of administering the Environmental Response Trust or for any other purpose relating to the Properties.

2.5.2 Environmental Response Trust Accounts. Upon receipt of the Properties and the Funds, the Environmental Response Trust Administrative Trustee shall set aside in separate segregated trust subaccounts (each an "Environmental Cost Account"), the Funding for Environmental Costs with respect to each Property as follows: (i) minimum estimated property funding shall be placed in a Minimum Estimated Property Funding Account containing funding amounts for each Property as set forth on Table A Column 2 attached to the Settlement Agreement and totaling \$294,977,592, (ii) reserve property funding shall be placed in a Reserve Property Funding Account containing funding amounts for each Property as set forth on Table A Column 3 attached to the Settlement Agreement and totaling \$52,054,867, and (iii) a Long Term OMM Property Funding Account containing funding amounts (if any) for each Property as set forth in Table A Column 4 attached to the Settlement Agreement and totaling \$84,099,794. The Environmental Response Trust Administrative Trustee shall also set aside into a separate segregated trust subaccount the Cushion Funding totaling \$68,282,400 (the "Cushion Funding Account"). The Environmental Response Trust Administrative Trustee shall further set aside into a separate segregated trust subaccount the Administrative Funding in an amount no less than \$102 million (the "Administrative Funding Account"), and into a further separate segregated trust subaccount the Administrative Reserve Funding totaling \$40 million (the "Administrative Funding Reserve Account"). The separate subaccounts are referred to in this Agreement individually as an "Environmental Response Trust Account" and collectively as the "Environmental Response Trust Accounts." The initial Funds for each of the Environmental Response Trust Accounts shall be as set forth in Paragraph 32 of the Settlement Agreement, subject to adjustment as provided by Paragraphs 36 and 37 of the Settlement Agreement. Subject to Section 2.7

of this Agreement, the income and gains from any investment of the Environmental Response Trust Assets in an Environmental Response Trust Account shall be allocated, paid and credited to that same Environmental Response Trust Account and shall be used for the same purposes as the principal in that Environmental Response Trust Account as provided for in, and subject to the qualifications of, Paragraph 34 of the Settlement Agreement.

2.6 Holder of Environmental Response Trust Assets

Upon transfer of the Environmental Response Trust Assets to the Environmental Response Trust, the Environmental Response Trust shall be the exclusive holder of the Environmental Response Trust Assets described herein, including the Environmental Response Trust Accounts, for purposes of 31 U.S.C. § 3713(b).

2.7 Management of Environmental Response Trust Assets

2.7.1 Consistent with this Agreement and the Settlement Agreement, including but not limited to Paragraphs 60 through 62 of the Settlement Agreement, the Environmental Response Trust shall use (i) the Minimum Estimated Property Funding Account for each of the Properties to perform or fund Environmental Actions and to reimburse the Lead Agency for Environmental Actions it conducts with respect to that Property; (ii) the Reserve Property Funding Account to perform or fund Environmental Actions applicable to that Property, and to reimburse the Lead Agency for Environmental Actions it conducts with respect to that Property, after the Property's Minimum Estimated Property Funding Account has been exhausted; and (iii) the Long Term OMM Account to fund or perform OMM at the Property, if any, beginning ten years after the Effective Date and to reimburse the Lead Agency for OMM it conducts with respect to that Property. The Environmental Response Trust Administrative Trustee shall also use the Cushion Funding Account to fund Environmental Actions at Properties under certain circumstances as provided for under the terms of this Agreement and the Settlement Agreement, including but not limited to Paragraphs 55 through 59 of the Settlement Agreement. The Environmental Response Trust Administrative Trustee shall further fund administrative expenses from the Administrative Funding Account as provided for under the terms of this Agreement and the Settlement Agreement, including but not limited to Paragraphs 52 and 54 of the Settlement Agreement.

2.7.2 Consistent with Paragraph 101 of the Settlement Agreement, the Environmental Response Trust Administrative Trustee may enter into a consent decree or consent order or agreement with the United States and/or a State or Tribe with regulatory authority, and may perform or cause to be performed work pursuant to administrative orders issued unilaterally by U.S. EPA or a State or Tribe under applicable law to

facilitate implementation of Environmental Actions with respect to such Property.

- 2.7.3 The Environmental Response Trust Administrative Trustee shall transfer Funds from or among the Environmental Cost Accounts as provided for under the Settlement Agreement, including but not limited to Paragraphs 60 through 62 of the Settlement Agreement. The Environmental Response Trust Administrative Trustee shall also transfer Funding from the Administrative Funding Account and the Administrative Funding Reserve Account as provided for under the Settlement Agreement, including but not limited to Paragraphs 52 through 54 of the Settlement Agreement.

2.8 Investment and Safekeeping of Environmental Response Trust Assets

- 2.8.1 The Environmental Response Trust Assets, until sold or otherwise disposed of as provided under the terms of this Agreement, the Settlement Agreement and the Plan of Liquidation, shall be held in trust. The Environmental Response Trust Administrative Trustee shall be under no liability for interest or producing income on any moneys received by the Environmental Response Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest is actually received by the Environmental Response Trust. Investments of any moneys held by the Environmental Response Trust shall be administered in a manner consistent with the standards and requirements of Section 704(a)(1) and (a)(2) of the Bankruptcy Code; provided, however, that the right and power of the Environmental Response Trust to invest the Environmental Response Trust Assets, the Environmental Response Trust Proceeds, or any income earned by the Environmental Response Trust, shall be limited to the right and power to invest such assets (pending periodic distributions in accordance with Article 3 hereof) in demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured, or other liquid investments, such as U.S. Treasury bills, or such other investment as approved by the Governments; and provided further, that the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a liquidating trust, within the meaning of the Treasury Regulations section 301.7701-4(d), may be permitted to hold, pursuant to Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise (although the Parties acknowledge and agree that the Environmental Response Trust is intended to be properly characterized for U.S. federal and applicable state and local tax purposes as a qualified settlement fund within the meaning of Section 1.468B-1 of the Treasury

Regulations, and not as a liquidating trust under Section 301.7701-4(d) of the Treasury Regulations).

2.8.2 Consistent with Paragraph 35 of the Settlement Agreement, “separately dedicated subaccounts” may be accomplished by accounting entries and nothing herein shall preclude the Administrative Trustee from commingling funds solely for investment or administrative purposes, provided, however, that the Administrative Funding Account and Administrative Funding Reserve Account shall not be commingled with any other accounts under any circumstances and that the Environmental Response Trust Administrative Trustee is expressly prohibited from holding any or all of the Funds in a common, commingled or collective trust fund with the assets of any other entity.

2.8.3 Nothing in this Section 2.8 shall be construed as authorizing the Environmental Response Trust Administrative Trustee to cause the Environmental Response Trust to carry on any business or to derive any gains therefrom, including without limitation, the business of an investment company, or a company “controlled” by an “investment company,” required to register as such under the Investment Company Act of 1940, as amended. The sole purpose of this Section 2.8 is to authorize the investment of the funds in the Environmental Response Trust Accounts or any portions thereof as may be reasonably prudent pending use of the proceeds for the purposes of the Environmental Response Trust.

2.9 Insurance Policy to Cover Cost Overruns with Respect to Future Response Actions

Only with the written consent of the United States on behalf of U.S. Treasury and U.S. EPA, shall the Environmental Response Trust Administrative Trustee spend any resources investigating the purchase of an insurance policy to cover cost overrun risks or re-opener risk with respect to future Environmental Actions at one or more of the Properties, with all associated costs to be funded from the Administrative Funding Account. If, and only if, the United States and the State in which, or Tribe in whose territory, the Property is located unanimously consent in writing to the purchase of such insurance, shall the Environmental Response Trust Administrative Trustee purchase such insurance, with all associated costs and premiums to be funded exclusively from the relevant Properties’ Minimum Estimated Funding Account.

2.10 Access and Institutional Controls

As set forth in Paragraph 78 of the Settlement Agreement, the Environmental Response Trust shall at all reasonable times provide Lead Agencies and Support Agencies, as designated representatives of the Lead Agencies, as well as their contractors and consultants access to all relevant portions of the Properties for the purposes of conducting Environmental Actions. Nothing in the Plan of Liquidation, the Settlement Agreement or this Agreement is intended to or shall be construed to terminate or otherwise amend any easements or deed restrictions of record as to any Property existing prior to the Effective Date. The Environmental Response Trust

Administrative Trustee shall abide by the terms of any institutional controls or deed restrictions in place as of the Effective Date.

2.11 Internal Accounting

The Environmental Response Trust Administrative Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the Environmental Response Trust, and the assets and liabilities of, and claims against or assumed by, the Environmental Response Trust in such detail and for such period of time as may be necessary to enable the Environmental Response Trust Administrative Trustee to make full and proper accounting in respect thereof in accordance with Article 6 below and to comply with applicable provisions of law and Generally Accepted Accounting Principles ("GAAP"). Except as otherwise provided herein or by the Plan of Liquidation or the Settlement Agreement, the Environmental Response Trust Administrative Trustee shall not be required to file any accounting or seek approval of the Court with respect to the administration of the Environmental Response Trust, or as a condition for making any payment or distribution out of the Environmental Response Trust Assets. The United States shall have the right upon fourteen (14) days' prior written notice delivered to the Environmental Response Trust Administrative Trustee to inspect such books and records during normal business hours.

2.12 Inspection of Books

Subject to the Wind-Down, the Orders, the Related Section 363 Transactions and the Cases, as defined in the DIP Credit Facility, as amended and entered by the Court on July 5, 2009, the Environmental Response Trust shall (a) keep proper books of records and account in which full, true and correct entries in conformity with Generally Accepted Accounting Principles ("GAAP") and all requirements of law shall be made of all dealings and transactions in relation to its business and activities, and (b) permit representatives of the U.S. Treasury, the EDC, the Special Inspector General of the Troubled Asset Relief Program or the Comptroller General of the United States to visit and inspect any of its properties and examine and make abstracts from any of its books and records and other data delivered to them pursuant to the Loan Documents, as defined in the DIP Credit Facility, at any reasonable time upon reasonable notice and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Environmental Response Trust with advisors and employees of the Environmental Response Trust and with its independent certified public accountants.

2.13 Independent Audits

Consistent with Paragraph 76 of the Settlement Agreement, once every year, or in such other intervals as determined in accordance with Paragraph 76 of the Settlement Agreement, an independent certified public accountant selected by the United States in consultation with the States and Tribe shall conduct a financial audit of the assets, liabilities and accounting procedures of the Environmental Response Trust. The accountant will provide a written report of the financial audit to the Governments and the Environmental Response Trust Administrative Trustee within fifteen days of completing the financial audit. The Administrative Trustee shall make all books and records available to the accountant for inspection and pay the accountant's fees and expenses for conducting such audit, which shall not exceed \$250,000 per audit from the

Administrative Funding Account. The same accountant shall not conduct more than three consecutive audits.

2.14 Termination

- 2.14.1 Consistent with the terms of this Agreement, the Settlement Agreement and the Plan of Liquidation, the Environmental Response Trust Administrative Trustee shall not unduly prolong the duration of the Environmental Response Trust and shall at all times endeavor to resolve, settle or otherwise dispose of all claims against Environmental Response Trust Assets and to effect the distribution of Environmental Response Trust Assets and other receipts relating thereto in accordance with the terms of this Agreement and the Settlement Agreement, and to terminate the Environmental Response Trust as soon as practicable consistent with this Agreement, the Settlement Agreement and the Plan of Liquidation.
- 2.14.2 The Parties agree that the rule against perpetuities does not apply to the Environmental Response Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation or the like shall be deemed applicable, the Environmental Response Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the Environmental Response Trust owns real property located in any jurisdiction that sets a maximum duration for interests in real property located in such jurisdiction held in trust under a rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like, that for the Environmental Response Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the Environmental Response Trust shall automatically terminate as to such Property upon the expiration of the maximum period authorized pursuant to the laws of such jurisdiction. If the Environmental Response Trust is terminated in whole or in part pursuant to this Section 2.14.2, title to the relevant Property or Properties as to which the Environmental Response Trust is terminated shall be transferred outright and free of trust to or at the direction of the United States in consultation with any of the States in which the relevant Property or Properties are located (or the Tribe in the case of the Massena Property), provided, however, in accordance with Paragraph 83 of the Settlement Agreement, that the disposition of all relevant Property or Properties shall be governed by applicable state and federal law, or by agreement of the Environmental Response Trust Administrative Trustee, the United States and the applicable State or Tribe, or by order of the Court, and further provided that neither the

United States nor any State or Tribe will be required to accept an ownership interest in the relevant Property or Properties as to which the Environmental Response Trust is terminated. Any Environmental Response Trust Assets remaining upon termination of the Environmental Response Trust shall be disposed of as provided for under Paragraph 82 of the Settlement Agreement.

2.15 Property Disposition

2.15.1 The United States, the State in which a Property is located (or the Tribe in the case of the Massena Property), or a governmental unit that is a designee thereof, may at any time propose in writing to take ownership of any of the Properties or any part thereof. Any such proposed transfer and the terms thereof are subject to the notice to and consultation with the United States, the State or Tribe in whose jurisdiction the Property is located, and the affected communities. Any Property owned by the Environmental Response Trust may be sold or transferred by the Administrative Trustee after the Administrative Trustee provides notice to and consults with the United States and the applicable State or Tribe, and affected communities where the Property is located. Any sale or other disposition of a Property owned by the Environmental Response Trust shall be consistent with the provisions of Paragraphs 64 through 67 and 69 through 75 of the Settlement Agreement.

ARTICLE 3 WORK AND DISTRIBUTIONS

3.1 Budgets for and Payments by the Environmental Response Trust

3.1.1 Administrative Expenses of the Environmental Response Trust. Within ninety (90) days after the Effective Date, and on or before January 1 of each year thereafter, the Environmental Response Trust Administrative Trustee shall provide the United States with a proposed annual budget for all expenditures from the Administrative Funding Account based on the most cost-effective use of the Funds. The Administrative Trustee shall provide a copy of the proposed annual budget for the Administrative Funding Account to the U.S. Treasury for approval. The Administrative Trustee shall provide a copy of the approved annual budget for the Administrative Funding Account to the Governments. Along with each annual budget, the Administrative Trustee shall provide a separate forecast of administrative expenditures with annual details for at least the next three years (or such longer period as the United States shall reasonably request). The Administrative Trustee is authorized to expend Administrative Funding Account funds consistent with the terms of this Agreement, the Settlement Agreement and the approved annual budget described in this paragraph. The Environmental Response Trust shall

regularly, but not less often than annually, and otherwise upon the reasonable request of the United States, provide documentation to the United States, the States and the Tribe to substantiate compliance with the approved administrative budget. Each approved administrative budget shall include line items for emergency and unanticipated expenditures.

3.1.2 Remuneration for Environmental Response Trust Administrative Trustee's Start-Up Fees and Expenses. The Environmental Response Trust Administrative Trustee shall, in connection with the first annual budget, be entitled to remuneration from the Environmental Response Trust Administrative Funding Account of up to \$165,000 per month for its fees and expenses, including attorneys' fees, incurred from August 22, 2010, through the Effective Date in connection with the formation of the Environmental Response Trust, up to a maximum amount of \$500,000. The Environmental Response Trust Administrative Trustee shall submit documentation of its expenses as part of the approval process of the first annual budget. The Environmental Response Trust Administrative Trustee shall coordinate with the Settlers to avoid duplication of efforts.

3.1.3 Environmental Expenses of the Environmental Response Trust. Consistent with Paragraph 49 of the Settlement Agreement, the Environmental Response Trust Administrative Trustee shall oversee the preparation of balance sheets, financial statements and proposed annual budgets of projected expenditures for Environmental Costs from each of the Environmental Cost Accounts and the Cushion Funding Account. The first proposed budgets for the remainder of the current calendar year and the next calendar year shall be prepared within ninety (90) days following the Effective Date and annual budgets shall be prepared thereafter on or before each January 1 during the term of the Environmental Response Trust. The applicable Lead Agencies shall have the authority to approve or disapprove the proposed budgets consistent with Paragraph 49 of the Settlement Agreement. If disapproved, a budget shall be revised and resubmitted as expeditiously as possible. No expenses to be paid from an Environmental Cost Account may be incurred or paid by the Environmental Response Trust Administrative Trustee that are inconsistent with an approved budget, unless the Lead Agency approves an amended budget consistent with Paragraph 49 of the Settlement Agreement or any dispute relating to the budget is resolved by the Court or informal dispute resolution as set forth in Paragraphs 50 and 51 of the Settlement Agreement; provided, however, that the Environmental Response Trust Administrative Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget or proposed amended annual budget is submitted and the time it is approved. The Environmental Response Trust Administrative Trustee shall pay expenses and fees due to contractors, professionals or consultants hired consistent with the applicable approved annual budget or approved amended annual budget from the relevant

Environmental Response Trust Account. In addition, the Environmental Response Trust Administrative Trustee shall pay Funds from the relevant Environmental Cost Account or, if applicable and previously approved, Cushion Funding Account, to the Lead Agency within 10 business days of a written request by the Lead Agency for such funds if the Environmental Actions completed by the Lead Agency are consistent with the approved or approved amended annual budget for a Property. Such written request shall specify what expenditures by the Lead Agency the funds would reimburse and shall certify that such expenditures by the Lead Agency were only for Environmental Actions and/or oversight costs included in the approved or approved amended annual budget with respect to the Property. Disputes between the Environmental Response Trust Administrative Trustee and Lead Agency will be resolved in accordance with Paragraphs 50 and 51 of the Settlement Agreement.

- 3.1.4 Emergency Environmental Action. Consistent with the provisions of Paragraph 49(ii) of the Settlement Agreement, in the event of an emergency at a Property requiring performance of an Environmental Action within hours or days of the Environmental Response Trust Administrative Trustee first receiving notice of the emergency, the Environmental Response Trust Administrative Trustee shall be authorized to utilize funding from a Property's Minimum Estimated Property Funding Account and/or Reserve Property Funding Account to conduct the emergency Environmental Actions or reimburse the Lead Agency or Support Agency for conducting the emergency Environmental Actions.
- 3.1.5 Annual Reports. By March 1 of each year during the term of the Environmental Response Trust and within nine (9) months after termination of the Environmental Response Trust, the Environmental Response Trust Administrative Trustee shall prepare and submit to the Governments an annual report with respect to each of the Environmental Response Trust Accounts. The annual report shall pertain to the prior calendar year, or if the report is a final report, such period from the most recent annual report to the termination of the Environmental Response Trust Accounts. After receipt of an annual report, the States and Tribe shall have the right upon fourteen (14) days written notice delivered to the Environmental Response Trust Administrative Trustee to inspect the Environmental Response Trust's books and records as related to the annual report.

3.2 Manner of Payment

Payments made by the Environmental Response Trust pursuant to this Agreement and the Settlement Agreement shall be in United States dollars by checks drawn on a domestic bank whose deposits are federally insured selected by the Environmental Response Trust Administrative Trustee, or where possible by wire transfer from such a domestic bank, at the option of the Environmental Response Trust Administrative Trustee.

3.3 Unclaimed Distributions

Upon the termination of the Environmental Response Trust, and after payment of all obligations of the Environmental Response Trust in accordance with applicable law, the Environmental Response Trust Administrative Trustee shall, as expeditiously as is consistent with the conservation and preservation of the Environmental Trust Assets, distribute any remaining assets in the Environmental Response Trust in accordance with this Agreement and the terms of Paragraphs 53, 54, 77, and 82 of the Settlement Agreement.

ARTICLE 4

THE ENVIRONMENTAL RESPONSE TRUST ADMINISTRATIVE TRUSTEE

4.1 Appointment

4.1.1 Debtors, after approval by the United States, hereby appoint, not individually but solely in its representative capacity as Environmental Response Trust Administrative Trustee, to serve as the Environmental Response Trust Administrative Trustee, and the Environmental Response Trust Administrative Trustee hereby accepts such appointment and agrees to serve in such representative capacity, beginning on the Effective Date of this Agreement. Subject to the provisions of Section 4.11 herein, the term of the Environmental Response Trust Administrative Trustee shall be for five years at which time the Environmental Response Trust Administrative Trustee may be re-appointed or terminated as provided for under Paragraph 42 of the Settlement Agreement. Any successor Environmental Response Trust Administrative Trustee shall be appointed in accordance with Paragraph 42 of the Settlement Agreement. If the Environmental Response Trust Administrative Trustee is not reappointed and no successor Environmental Response Trust Administrative Trustee is appointed by the expiration of the Environmental Response Trust Administrative Trustee's term, the Court may, on an interim basis, reappoint the Environmental Response Trust Administrative Trustee or appoint a successor Environmental Response Trust Administrative Trustee until a successor is appointed in accordance with Paragraph 42 of the Settlement Agreement.

4.1.2 The Environmental Response Trust Administrative Trustee is authorized, consistent with the requirements of Paragraphs 46, 47, 49 and 50 of the Settlement Agreement to obtain the services of outside environmental contractors ("Contractors") and consultants ("Consultants") to implement the Environmental Actions. The Contractors and Consultants shall obtain environmental, general and professional liability insurance in the sum of no less than \$25,000,000 or such lesser amount as agreed to by the Environmental Response Trust Administrative Trustee after consultation with the Governments. Additional insureds or other beneficiaries of the insurance policies shall be the Environmental Response Trust and the insurance policies shall cover negligence committed by the Contractors

and Consultants in implementing the future Environmental Actions or any other negligence committed by the Contractors and Consultants. The legal relationship of Contractors and Consultants to the Environmental Response Trust and Environmental Response Trust Administrative Trustee is that of an independent contractor professional, not that of an employee of the Environmental Response Trust or the Environmental Response Trust Administrative Trustee. The Contractors and Consultants shall not be deemed an Environmental Response Trust Protected Party.

4.2 General Authority

The Environmental Response Trust Administrative Trustee's powers are exercisable solely consistent with and in furtherance of the purposes of the Environmental Response Trust, and in accordance with the terms of this Agreement and the Settlement Agreement and not otherwise. The Environmental Response Trust Administrative Trustee shall have the authority to bind the Environmental Response Trust, and any successor Environmental Response Trust Administrative Trustee, or successor or assign of the Environmental Response Trust, but shall for all purposes hereunder be acting in its representative capacity as Environmental Response Trust Administrative Trustee and not individually.

4.3 Powers

In connection with the administration of the Environmental Response Trust, except as otherwise set forth in this Agreement and the Settlement Agreement, the Environmental Response Trust Administrative Trustee is authorized to perform any and all acts necessary to accomplish the purposes of the Environmental Response Trust. However the Environmental Response Trust Administrative Trustee shall take all best efforts to take no action that causes the Environmental Response Trust to fail to qualify as a qualified settlement fund (for which no grantor trust election has been made) under section 468B of the Internal Revenue Code and the Treasury Regulations thereunder. Expenditure of funds by the Environmental Response Trust Administrative Trustee to conduct, manage and/or fund Environmental Actions with respect to the Properties or migration of Hazardous Substances emanating from certain of the Properties in accordance with the provisions of this Agreement; to reimburse the Lead Agency for Environmental Actions it conducts with respect to the Properties; to own certain of the Properties, carry out administrative and property management functions related to the Properties and pay associated administrative costs; and to try to sell or transfer certain of the Properties with the objective that they be put to productive or beneficial use shall not be deemed to result in a breach of the preceding sentence. The powers of the Environmental Response Trust Administrative Trustee shall, without any further Court approval or order, include, without limitation, each of the following:

- 4.3.1 to receive, manage, invest, supervise and protect the Environmental Response Trust Assets, withdraw, make distributions and pay taxes and other obligations owed by the Environmental Response Trust or the Environmental Response Trust Accounts from funds held by the Environmental Response Trust Administrative Trustee and/or the Environmental Response Trust (or the Environmental Response Trust

Accounts) in accordance with this Agreement and the Settlement Agreement, and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the Environmental Response Trust;

- 4.3.2 to invest in, and only in, demand and time deposits such as certificates of deposit, in banks or other savings institutions or other liquid investments, such as a U.S. Treasury bills as permitted by Section 345 of the Bankruptcy Code or as otherwise permitted by the Bankruptcy Court or agreed to by the Governments, but including only those investments, and expanded to include any additional investments, as the case may be, that a liquidating trust, within the meaning of Treasury Regulation Section 301.7701-4(d), may be permitted to hold, pursuant to Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise;
- 4.3.3 to incur or assume liabilities in furtherance of or in connection with the Environmental Response Trust Administrative Trustee's or the Environmental Response Trust's duties, powers, authority, and obligations under this Agreement and the Settlement Agreement and determine and satisfy any and all liabilities created, incurred or assumed by the Environmental Response Trust;
- 4.3.4 to make distributions of the Environmental Response Trust Assets from the Environmental Response Trust Accounts for the purposes contemplated in this Agreement, the Settlement Agreement and the Plan of Liquidation;
- 4.3.5 to engage and retain employees, counsel and other professionals in a manner not inconsistent with the terms of this Agreement and the Settlement Agreement to assist the Environmental Response Trust Administrative Trustee with respect to the responsibilities described herein, on such terms as the Environmental Response Trust Administrative Trustee deems appropriate, without Bankruptcy Court approval;
- 4.3.6 to perform duties, exercise the powers, and assert the rights of a trustee under Sections 704(a)(1) and 704(a)(2) of the Bankruptcy Code;
- 4.3.7 to obtain general liability insurance, pollution legal liability insurance for third-party bodily injury and property damage risks and other reasonable insurance coverage, including errors and omissions and directors and officers liability insurance, with respect to the Environmental Response Trust Administrative Trustee's liabilities and obligations as Environmental Response Trust Administrative Trustee under this Agreement and the Settlement Agreement (in the form of an errors and omissions policy or otherwise) and indemnification for the Environmental Response Trust

Administrative Trustee and others to the extent provided for in the Plan of Liquidation, this Agreement, and the Settlement Agreement;

- 4.3.8 to request any appropriate tax determination with respect to the Environmental Response Trust, protest, contest or otherwise object to any such tax determination, and make any tax election, settle or compromise any tax liability, or consent to any claim or assessment relating to taxes;
- 4.3.9 to effect all actions and execute all agreements, instruments and other documents necessary to implement this Agreement and the Settlement Agreement, including to exercise such other powers as may be vested in or assumed by the Environmental Response Trust and/or the Environmental Response Trust Administrative Trustee pursuant to this Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of this Agreement. No Person dealing with the Environmental Response Trust shall be obligated to inquire into the authority of the Environmental Response Trust Administrative Trustee in connection with the protection, conservation or disposition of Environmental Response Trust Assets. The Environmental Response Trust Administrative Trustee is authorized to execute and deliver all documents on behalf of the Environmental Response Trust to accomplish the purposes of this Agreement and the Settlement Agreement;
- 4.3.10 to prosecute and defend lawsuits or administrative actions or proceedings on behalf of the Environmental Response Trust;
- 4.3.11 to take all other appropriate action with respect to the Environmental Trust Assets to the extent consistent with the purpose of the Environmental Response Trust; and
- 4.3.12 to file, if necessary, any and all tax and information returns with respect to the Environmental Response Trust, and pay taxes, if any, payable by the Environmental Response Trust.

4.4 Cleanup Managers

- 4.4.1 In connection with the administration of the Environmental Response Trust, the Environmental Response Trust Administrative Trustee is authorized to, consistent with the requirements of Paragraph 45 of the Settlement Agreement, employ on behalf of the Environmental Response Trust Cleanup Managers who will report to, and be subject to the supervision of, the Environmental Response Trust Administrative Trustee.
- 4.4.2 As provided for by Paragraph 45 of the Settlement Agreement, the Cleanup Managers shall be acceptable to the Lead Agencies with jurisdiction over Properties within the respective Cleanup Manager's responsibilities, and each Cleanup Manager is subject to the disapproval of the applicable Lead Agencies. Any Lead Agency may request that the

Environmental Response Trust Administrative Trustee replace the Cleanup Manager whose responsibilities include the Properties within the Lead Agency's jurisdiction, and the Environmental Response Trust Administrative Trustee may replace a Cleanup Manager at any time, provided that the new Cleanup Manager is acceptable to the applicable Lead Agencies. Costs associated with the Cleanup Managers will be paid from the Administrative Funding Account.

4.5 Redevelopment Manager

4.5.1 In connection with the administration of the Environmental Response Trust, the Environmental Response Trust Administrative Trustee is authorized to, consistent with the requirements of Paragraph 48 of the Settlement Agreement, employ on behalf of the Environmental Response Trust a Redevelopment Manager who will report to, and be subject to the supervision of, the Environmental Response Trust Administrative Trustee, to assist the Environmental Response Trust Administrative Trustee in dealing with the sale, lease or redevelopment of Properties.

4.5.2 As provided for under Paragraph 48 of the Settlement Agreement, the Redevelopment Manager's duties will include consulting with applicable federal and state officials working on redevelopment issues and affected communities where the Property is located, and the Redevelopment Manager's expenses will be paid from the Administrative Funding Account.

4.6 Retention of Professionals

The Environmental Response Trust Administrative Trustee is authorized to retain on behalf of the Environmental Response Trust and pay such third parties as the Environmental Response Trust Administrative Trustee (in accordance with a budget approved pursuant to Section 3.1 above) may deem necessary or appropriate to assist the Environmental Response Trust Administrative Trustee in carrying out its powers and duties under this Agreement, the Settlement Agreement and the Plan of Liquidation, including, without limitation, (i) counsel to the Environmental Response Trust and/or Environmental Response Trust Administrative Trustee, (ii) a public accounting firm to perform such accounting functions as may be required to (a) maintain the books and records of the Environmental Response Trust as required by this Agreement or the Settlement Agreement; (b) review and/or audit the financial books and records of the Environmental Response Trust as may be appropriate in the Environmental Response Trust Administrative Trustee's reasonable discretion; and (c) prepare and file any tax returns or informational returns for the Environmental Response Trust or the Environmental Response Trust Accounts as may be required, and (iii) environmental consultants, custodians, appraisers, security personnel, engineers, surveyors, brokers, contractors, and clerks. The Environmental Response Trust Administrative Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with a budget approved as provided in Section 3.1.

4.7 Executive Compensation

The Environmental Response Trust shall take all necessary action to ensure that it complies in all respects with, and shall take all other actions necessary to comply with, (i) Section 111 of the Emergency Economic Stabilization Act of 2008 ("EESA"), as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under the EESA, as the same shall be in effect from time to time (collectively, the "Compensation Regulations"), and (ii) any rulings, limitations or restrictions implemented or issued by the Office of the Special Master for Troubled Asset Relief Program Executive Compensation with respect to the Environmental Response Trust. The Environmental Response Trust shall also take all necessary action to ensure that it complies in all respects with, and shall take all other actions necessary to comply with, the Employ American Workers Act.

4.8 Limitation of the Environmental Response Trust Administrative Trustee's Authority

The Environmental Response Trust and the Environmental Response Trust Administrative Trustee shall have no authority to do any of the following:

- 4.8.1 engage in any trade or business with respect to the Environmental Response Trust Assets or collect any proceeds therefrom except as, and to the extent the same is deemed in good faith by the Environmental Response Trust Administrative Trustee, to be reasonably necessary or proper for the conservation or protection of the Environmental Response Trust Assets, or the fulfillment of the purposes of the Environmental Response Trust;
- 4.8.2 take any action in contravention of this Agreement, the Settlement Agreement, the Plan of Liquidation, the Confirmation Order or applicable law, or any action that would make it impossible to carry on the activities of the Environmental Response Trust; or
- 4.8.3 except as otherwise set forth in this Agreement or the Settlement Agreement, possess property of the Environmental Response Trust or assign the Environmental Response Trust's rights in specific property for other than purposes of the Environmental Response Trust.

4.9 Reliance by the Environmental Response Trust Protected Parties

Except as may otherwise be provided herein: (a) the Environmental Response Trust Protected Parties, the Environmental Response Trust and the Administrative Trustee may rely, and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Environmental Response Trust Protected Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons or entities dealing with

the Environmental Response Trust Protected Parties, the Environmental Response Trust and the Administrative Trustee shall look only to the Environmental Response Trust assets that may be available to them consistent with this Agreement and the Settlement Agreement to satisfy any liability incurred by the Environmental Response Trust Protected Parties to such person or entity in carrying out the terms of this Agreement, the Settlement Agreement, the Plan or any order of the Bankruptcy Court, and the Environmental Response Trust Protected Parties shall have no liability absent a finding by Final Order of fraud or willful misconduct.

4.10 Cost Reimbursement of the Environmental Response Trust Administrative Trustee

The Environmental Response Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the Environmental Response Trust Administrative Trustee for the actual reasonable out-of-pocket fees and expenses to the extent incurred by the Environmental Response Trust Administrative Trustee in connection with the Environmental Response Trust Administrative Trustee's duties hereunder, including, without limitation, necessary travel, lodging, office rent, postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with the applicable approved annual budget or approved amended annual budget and in accordance with the U.S. Department of Justice Fee Guidelines for Reviewing Applications for Compensation & Reimbursement of Expenses filed under 11 U.S.C. § 330, reprinted at 28 C.F.R. Part 58, without the necessity of court approval. In no event shall any of the Environmental Response Trust Protected Parties be compensated (i) at a rate above \$500 per hour for the first 1,500 hours billed by an individual in a calendar year; (ii) at a rate above \$400 per hour for any hours billed in excess of 1,500 hours by any individual during a calendar year; (iii) on the basis of a fee structure that includes blended hourly rates; or (iv) on the basis of a fee structure that includes incentive compensation.

4.11 Liability of Environmental Response Trust Protected Parties

In no event shall the Environmental Response Trust Protected Parties be held liable to any third parties for any liability, action, or inaction of any other Party including each other and the Settlers. The Environmental Response Trust Protected Parties shall, further, be indemnified and exculpated in accordance with Section 4.12 of this Agreement.

To the extent provided in the Settlement Agreement, the Environmental Response Trust Protected Parties are deemed to have resolved their civil liability to the Governments arising from or relating to the Properties under CERCLA, RCRA, and State environmental statutes, as well as any other environmental liabilities asserted in the Governments' proofs of claim, and have protection from contribution actions or claims as provided by Sections 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2) or similar state law for matters addressed in the Settlement Agreement. The Environmental Response Trust Protected Parties shall have the benefits of the covenants not to sue, contribution protections, and the other protection provisions as set forth in the Settlement Agreement.

4.12 Exculpation and Indemnification

The Environmental Response Trust Protected Parties shall be exculpated and indemnified and held harmless, consistent with the provisions of this Section 4.12 for any claims, causes of action, or other assertions of liability arising out of or in connection with:

- (a) the ownership of Environmental Response Trust Assets;
- (b) the discharge of duties and powers conferred upon the Environmental Response Trust and/or Environmental Response Trust Administrative Trustee by this Agreement, the Settlement Agreement and the Plan of Liquidation, any order of the Court, or applicable law or otherwise, including the performance of an Environmental Action on behalf of the Environmental Response Trust and the making of payments in accordance with this Agreement, the Settlement Agreement and the Plan of Liquidation, or any order of court, and the implementing of the provisions of this Agreement, the Settlement Agreement and the Plan of Liquidation or any order of court; or
- (c) any claim by or against Settlor.

4.12.1 Exculpation. The Environmental Response Trust Protected Parties and the Environmental Response Trust are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of or in connection with the matters contained in Section 4.12 (a), (b), and (c). No person, including without limitation, holders of claims and other parties in interest, shall be allowed to pursue any claims or cause of action against any Environmental Response Trust Protected Party or the Environmental Response Trust for any claim against the Debtors, for making payments in accordance with the Settlement Agreement or any order of court, or for implementing the provisions of this Agreement, the Settlement Agreement, the Plan or any order of court. However, nothing in this Section 4.12.1 or this Agreement or the Settlement Agreement shall preclude the Governments from enforcing their rights under this Agreement or the Settlement Agreement, including but not limited to any rights relating to a finding by Final Order of fraud or willful misconduct.

4.12.2 Indemnification. The Environmental Response Trust shall indemnify, defend and hold harmless (without the Environmental Response Trust Protected Parties having to first pay from their personal funds) the Environmental Response Trust Protected Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, taxes, judgments, damages or expenses (including attorneys' fees and expenses) and any other assertion of liability arising out of or in connection with the matters contained in the provisions of Section 4.12 (a), (b) and (c) (collectively, the "Indemnifiable Expenses"), to the fullest extent

permitted by applicable law. Unless a determination is made by a Final Order of the Bankruptcy Court finding that an Environmental Response Trust Protected Party committed fraud or willful misconduct in relation to the Environmental Response Trust Protected Party's duties (i) the Indemnifiable Expenses shall be paid from the Minimum Estimated Property Funding Account or Reserve Property Funding Account for the relevant Property if the Indemnifiable Expenses relate to an Environmental Action at the Property, and otherwise shall be paid from the Administrative Funding Account; and (ii) any judgment against Environmental Response Trust Parties shall be paid from the Minimum Estimated Property Funding Account or Reserve Property Funding Account for the relevant Property if the judgment relates to an Environmental Action at the Property, and otherwise shall be paid from the Administrative Funding Account. In the event that the Indemnifiable Expenses are paid from the Minimum Estimated Property Funding Account or Reserve Property Funding Account, any payment shall be limited to funds in the Minimum Estimated Property Funding Account or the Reserve Property Funding Account for the relevant Property, as applicable. Notwithstanding the foregoing, to the extent fraud or willful misconduct of any Environmental Response Trust Protected Party is alleged and the Court finds, by a Final Order, that such Environmental Response Trust Protected Party committed fraud or willful misconduct after the Effective Date in relation to the Environmental Response Trust Administrative Trustee's duties that are alleged to be the basis for liability, there shall be no indemnification and no reimbursement for costs of defense of that Environmental Response Trust Protected Party for any judgments arising from such allegations of fraud or willful misconduct (the "Carved Out Expenses"). The Environmental Response Trust shall advance to any Environmental Response Trust Protected Party incurring any Indemnifiable Expenses such amounts, on a monthly basis, if the Environmental Response Trust Protected Party provides the Environmental Response Trust with an undertaking reasonably satisfactory to the Environmental Response Trust Administrative Trustee that such Environmental Response Trust Protected Party will repay any amounts finally determined to be Carved Out Expenses.

- 4.12.3 It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Court approval or approval of another court of competent jurisdiction shall not constitute willful misconduct or fraud.

4.13 Termination of the Environmental Response Trust, Replacement or Removal of the Environmental Response Trust Administrative Trustee.

- 4.13.1 Termination. The duties, responsibilities and powers of the Environmental Response Trust Administrative Trustee will terminate on the date the Environmental Response Trust is terminated under applicable law in accordance with this Agreement and the Settlement Agreement, or

by an order of the Court; provided that this Section and Sections 4.9, 4.11 and 4.12 above shall survive such termination. The Environmental Response Trust's duties to conduct Environmental Actions at a Property shall terminate when (i) the Lead Agency and Support Agency for the Property agrees in writing; or (ii) the purchaser of the Property agrees to assume responsibility for all Environmental Actions with respect to the Property in conformity with all applicable provisions of this Agreement and the Settlement Agreement. Prior to such termination errors and omissions insurance shall be established.

4.13.2. Resignation. The Environmental Response Trust Administrative Trustee may resign by giving not less than ninety (90) days prior written notice thereof to the Court.

4.13.3 Replacement. Consistent with the provisions of the Settlement Agreement, the Environmental Response Trust Administrative Trustee may be replaced upon completion of any five (5) year term, however, this Section and Sections 4.9, 4.11 and 4.12 above shall survive such replacement.

4.13.4 Removal. The Environmental Response Trust Administrative Trustee may be removed, if such removal is consistent with the terms of the Settlement Agreement, by:

- (1) The entry of a Final Order by the Court, finding that the Administrative Trustee: (i) committed fraud or willful misconduct after the Effective Date in relation to the Environmental Response Trust Administrative Trustee's duties under the Environmental Response Trust; (ii) has in any material respect, as a result of negligence, exacerbated conditions at any of the Properties; (iii) has been seriously or repeatedly deficient or seriously or repeatedly negligent or late in the performance of its duties, or (iv) has violated the provisions of the Settlement Agreement or this Agreement. In the event of a finding by the Bankruptcy Court of the occurrence of the events set forth in the foregoing clauses (i), (ii), (iii), or (iv), the United States and the State in which, or Tribe in whose territory, the relevant Property is located may jointly direct that the Environmental Response Trust Administrative Trustee be replaced in accordance with this Agreement. The removal of the Environmental Response Trust Administrative Trustee under this Section 4.13.4(1) and 4.13.4(2) shall become effective immediately upon notice of appointment of a temporary or permanent successor. The provisions of this Section and Section 4.9, 4.11 and 4.12 above shall survive the removal of the Environmental Response Trust Administrative Trustee.

- (2) Other than with respect to removal for fraud or willful misconduct, the Environmental Response Trust Administrative Trustee shall continue to be compensated and his expenses reimbursed until a successor Environmental Response Trust Administrative Trustee is in place.

4.14 Appointment of Successor Environmental Response Trust Administrative Trustees

Any successor Environmental Response Trust Administrative Trustee shall be selected in accordance with the provisions of Paragraph 42 of the Settlement Agreement and appointed by the Court. Any successor Environmental Response Trust Administrative Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the Environmental Response Trust records. Thereupon, such successor Environmental Response Trust Administrative Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Environmental Response Trust with like effect as if originally named herein; provided, however, that a removed, incapacitated or resigning Environmental Response Trust Administrative Trustee shall, nevertheless, when requested in writing by the successor Environmental Response Trust Administrative Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Environmental Response Trust Administrative Trustee under the Environmental Response Trust all the estates, properties, rights, powers, and trusts of such predecessor Environmental Response Trust Administrative Trustee.

4.15 No Bond

Notwithstanding any state law to the contrary, the Environmental Response Trust Administrative Trustee, including any successor Environmental Response Trust Administrative Trustee, shall be exempt from providing any bond or other security in any jurisdiction, except as specifically set forth in Settlement Agreement Paragraphs 79 through 81.

ARTICLE 5 ENVIRONMENTAL RESPONSE TRUST BENEFICIARY AND POWERS AND RIGHTS HOLDERS

5.1 Environmental Response Trust Beneficiary

Beneficial interests in the Environmental Response Trust shall be held by the United States.

5.2 Identification of Environmental Response Trust Beneficiary

- 5.2.1 In order to determine the actual names and addresses of the authorized representatives of the United States, the Environmental Response Trust and the Environmental Response Trust Administrative Trustee shall be entitled to rely conclusively on the name and address of the authorized representative for the United States listed below in Section 5.2.3, who may

from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Environmental Response Trust Administrative Trustee in the future by an authorized representative of the United States.

- 5.2.2 The Environmental Response Trust Administrative Trustee shall send copies of all reports, budgets, annual balance statements, and other documents that the Environmental Response Trust Administrative Trustee is required to submit to the United States under this Agreement and the Settlement Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the following person(s), as applicable:

Authorized representative and party to receive all notices under Section 5.2.2:

The United States:

Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044
Ref. DOJ File No. 90-11-3-1-09754

David S. Jones
Natalie N. Kuehler
Assistant United States Attorneys
Office of the United States Attorney
for the Southern District of New York
86 Chambers Street, Third Floor
New York, NY 10007
Tel.: (212) 637-2739/2741
Fax: (212) 637-2750
Email: David.Jones6@usdoj.gov
Natalie.Kuehler@usdoj.gov

U.S. EPA:

Bob Roberts
Attorney-Advisor
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Mail Code: 2272A
Tel.: (202) 564-4267

Fax: (202) 501-0269
Email: roberts.robert@epa.gov

U.S. EPA Region 2:

Marla E. Wieder
Joel E. Singerman
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Tel.: (212) 637-3184
Fax: (212) 678-2424
Email: Wieder.Marla@epa.gov
Singerman.Joel@epa.gov

U.S. EPA Region 5:

Peter Felitti
Jose Cisneros
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604
Tel.: (312) 886-5114
Fax: (312) 692-2495
Email: Felitti.Peter@epamail.epa.gov
Cisneros.Jose@epamail.epa.gov

U.S. Treasury:

United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
Attention: Chief Counsel, Office of Financial Stability
Fax: (202) 927-9225
Email: OFSChiefCounselNotices@do.treas.gov

5.3 Settlors and Powers and Rights Holders

Upon the Effective Date of this Agreement, the Settlers shall have no interests including, without limitation, any reversionary interest, in the Environmental Response Trust or any Environmental Response Trust Assets. Upon the Effective Date of this Agreement, the States and Tribe shall have the rights and powers provided to them under this Agreement and the Settlement Agreement, including the right to receive certain notices, reports and other materials.

- 5.3.1 In order to determine the actual names and addresses of the authorized representatives of a State or Tribe, the Environmental Response Trust and the Environmental Response Trust Administrative Trustee shall be entitled to rely conclusively on the name and address of the authorized

representative for such State or the Tribe listed below in Section 5.3.2, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Environmental Response Trust Administrative Trustee in the future by an authorized representative of such State or the Tribe.

- 5.3.2 The Environmental Response Trust Administrative Trustee shall send copies of all reports, budgets, annual balance statements, and other documents that the Environmental Response Trust Administrative Trustee is required to submit to a State or the Tribe under this Agreement and the Settlement Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the following person(s), as applicable:

The State of Delaware

Kathleen M. Stiller
Program Manager II
DNREC-SIRB
391 Lukens Drive
New Castle, DE 19720
Phone: 302-395-2600
Fax: 302-395-2601
Email: Kathleen.Stiller@state.de.us

and

Robert S. Kuehl
Deputy Attorney General
DNREC-SIRB
391 Lukens Drive
New Castle, DE 19720
Phone: 302-395-2600
Fax: 302-395-2601
Email: Robert.Kuehl@state.de.us

The State of Illinois

James Morgan, AAG
Environmental Bureau South
Office of the Attorney General
500 South Second Street
Springfield, IL 62706
Tel.: 217-524-7506
Email: jmorgan@atg.state.il.us

and

James Kropid
Illinois Environmental Protection Agency
Division of Legal Counsel
P.O. Box 19276
1021 North Grand Avenue East
Springfield, IL 62794-9276
Tel.: 217-782-5544
Email: james.kropid@illinois.gov

The State of Indiana

Timothy J. Junk, Dep. Atty. Gen.
Office of the Attorney General
Indiana Government Center South, Fifth Floor
302 West Washington Street
Indianapolis, IN 46204
Tel.: (317) 232-6247
Email: tim.junk@atg.in.gov

and

Michael E. Sickels, Sen. Tech. Adv.
Indiana Department of Environmental Management
Office of Land Quality
100 North Senate Avenue
MC 66-30 IGCN 1101
Indianapolis, IN 46204-2251
Tel.: (317) 232-3406
Email: msickels@idem.in.gov

The State of Kansas

Rick Bean
Section Chief,
Remediation Section
Bureau of Environmental Remediation
Division of the Environment
Kansas Department of Health and Environment
1000 SW Jackson
Topeka, KS 66612-1368

and

Paul Gerard Marx
Attorney
Kansas Department of Health and Environment
1000 SW Jackson, Suite 560
Tel.: (785) 296-6917
Fax: (785) 296-7119
Email: pmarx@kdheks.gov

The State of Michigan

Delores Montgomery, Chief
Hazardous Waste Section
Environmental Resource Management Division
Michigan Department of Natural Resources and Environment
Constitution Hall, Atrium North
525 West Allegan Street
Lansing, MI 48933
Tel.: (517) 373-7973
Fax: (517) 373-4797
Email: montgomeryd1@michigan.gov

and

Chief, Redevelopment and Enforcement Support Unit
Compliance and Enforcement Section, Remediation Division
Michigan Department of Natural Resources and Environment
Constitution Hall
525 West Allegan Street
Lansing, MI 48933
Tel.: (517) 373-7508
Fax: (517) 241-9581
Email: monroeb@michigan.gov

and

Celeste R. Gill (P52484)
Assistant Attorney General
Environment, Natural Resources and Agriculture Division
6th Floor, G. Mennen Williams Building
525 West Ottawa Street
P.O. Box 30755
Lansing, MI 48909
Tel.: (517) 373-7540
Fax: (517) 373-1610
Email: gillc1@michigan.gov

The State of Missouri

Harry D. Bozoian
Department General Counsel
Missouri Department of Natural Resources
P.O. Box 176
1101 Riverside Drive
Jefferson City, MO 65102
Tel: (573) 751-0323
Email: harry.bozoian@dnr.mo.gov

and

David J. Lamb
Director, Hazardous Waste Program
PO Box 176
Jefferson City, MO 65102
Tel: (573) 751-2747
Email: david.lamb@dnr.mo.gov

and

John K. McManus, or his successor
Chief Counsel
Agriculture and Environment Division
P.O. Box 899
Jefferson City, MO 65102
Tel: (573) 751-8370
Fax: (573) 751-8796
Email: jack.mcmanus@ago.mo.gov

The State of New Jersey

Section Chief,
Cost Recovery/Natural Resource Damages Section
Office of the Attorney General
Department of Law and Public Safety Division of Law
25 Market Street
P.O.Box 093
Trenton, New Jersey 08625-0093

The State of New York

Maureen Leary
Assistant Attorney General
Chief, Toxics Section
NYS Department of Law
Environmental Protection Bureau
The Capitol
Albany, New York 12224-0341
Tel.: (518) 474-7154
Fax: (518) 473-2534
maureen.leary@ag.ny.gov

The State of Ohio

Laurie Stevenson
Deputy Director, Business Relations
Ohio Environmental Protection Agency
50 W. Town Street
Columbus, Ohio 43215
Tel.: (614) 644-2782
Fax: (614) 614-3184
Email: laurie.stevenson@epa.state.oh.us

and

Michelle T. Sutter
Principal Assistant Attorney General
30 E. Broad Street, 25th Floor
Columbus, Ohio 43215
Tel.: (614) 466-2766
Fax: (614) 483-1104
Email: michelle.sutter@ohioattorneygeneral.gov

The Commonwealth of Virginia

Melanie D. Davenport, Director
Division of Enforcement
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The State of Wisconsin

Darsi Foss, Chief, Brownfields and Outreach Section
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E-mail: Darsi.Foss@wisconsin.gov

and

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Wisconsin Department of Natural Resources – South Central Region
3911 Fish Hatchery Road
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Email: janet.dimaggio@wisconsin.gov

and

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Fax: (608) 266-6983
Email: Kathleen.Strasbaugh@wisconsin.gov

and

Anne C. Murphy, Assistant Attorney General
Wisconsin Department of Justice
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Madison, WI 53707-7857
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The Louisiana Department of Environmental Quality

Christopher A. Ratcliff
Attorney Supervisor
Louisiana Department of Environmental Quality
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The Massachusetts Department of Environmental Protection

Stephen Johnson
Deputy Regional Director, Bureau of Waste Site Cleanup
Northeast Regional Office
Massachusetts Department of Environmental Protection
205B Lowell Street
Wilmington, MA 01887.

and

Jennifer Davis
Senior Counsel
Office of General Counsel
Massachusetts Department of Environmental Protection
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Boston, MA 02108

The Department of Environmental Protection of the Commonwealth of Pennsylvania

David Eberle
Environmental Cleanup Program Manager
Department of Environmental Protection of the Commonwealth of PA
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Pittsburgh, PA 15222-4745
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Fax: (412) 442-4194
Email: deberle@state.pa.us

The Saint Regis Mohawk Tribe

John J. Privitera, Esq.
McNamee, Lochner, Titus & Williams, P.C.
677 Broadway
Albany, NY 12207
Tel.: (518) 447-3200
Fax: (518) 426-4260
Email: privitera@mltw.com

and

St. Regis Mohawk Tribe
Director, Environment Division
Community Building
412 Route 37
Akwesasne, NY 13655
Tel.: (518) 358-5937
Fax: (518) 358-6252

ATTN: Kenneth Jock
Email: ken.jock@srmt-nsn.gov

5.4 Transfer of Beneficial Interests, Rights and Powers

The beneficial interest of the United States in the Environmental Response Trust, and the rights and powers provided to the Governments in this Agreement and the Settlement Agreement, are not negotiable and may not be transferred other than by order of the Court.

ARTICLE 6
REPORTING AND TAXES

6.1 Reports

As soon as practicable after the end of the second and fourth quarters of each calendar year, beginning with the first such quarter ended after assets are first received by the Environmental Response Trust and ending as soon as practicable upon termination of the Environmental Response Trust, the Environmental Response Trust shall submit to the Governments a written report, including: (a) financial statements of the Environmental Response Trust through the end of such calendar quarter; and (b) a description of any action taken by the Environmental Response Trust in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the Environmental Response Trust and of which notice has not previously been given to the Governments. The Environmental Response Trust shall promptly submit additional reports to the Governments whenever, as determined by outside counsel, accountants or other professional

advisors, an adverse material event or change occurs which affects either the Environmental Response Trust or the rights of the Persons receiving distributions (including, without limitation, the Governments) hereunder. The Environmental Response Trust shall also provide the reports or information required by Section 3.1 of this Agreement.

6.2 Other

The Environmental Response Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Environmental Response Trust, that are required by any applicable governmental unit.

6.3 Reports in Support of Insurance Claims

The Environmental Response Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of the Governments and shall provide the Governments a copy of any such reports and cost analyses.

6.4 Tax Treatment of the Environmental Response Trust

Except as provided in the following sentence, for U.S. federal and applicable state and local income tax purposes, all Parties shall treat the Environmental Response Trust as a qualified settlement fund within the meaning of Treasury Regulation section 468B-1 (for which no grantor trust election has been made) and, to the extent provided by law, this Agreement shall be governed and construed in all respects consistently with such treatment. The preceding sentence shall not be binding on the Internal Revenue Service as to the application of Treasury Regulation section 1.468B-1 or any other tax issue with respect to the Environmental Response Trust. Following the funding of the Environmental Response Trust (and in no event later than February 15th of the calendar year following the funding of the Environmental Response Trust), the Settlers shall provide a “§ 1.468B-3 Statement” to the Environmental Response Trust Administrative Trustee in accordance with Treasury regulation section 1.468B-3(e). Prior to the delivery of the § 1.468B-3 Statement, the Environmental Response Trust Administrative Trustee may reasonably consult with the Settlers,

6.5 Taxable Entity

In connection with the foregoing, the Environmental Response Trust will be treated as a separate taxable entity. The Environmental Response Trust Administrative Trustee shall cause any property taxes imposed on property owned by the Environmental Response Trust, and all other taxes imposed on the Environmental Response Trust or its earnings, to be timely paid out of the Administrative Funding Account, and shall timely comply with all tax reporting and withholding requirements imposed on the Environmental Response Trust under applicable law. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the Environmental Response Trust Administrative Trustee shall file tax returns and pay applicable taxes with respect to the Environmental Response Trust in a manner consistent with the provisions of Treasury Regulation Section 1.468B-2. All such taxes shall be paid from the Administrative Funding Account.

6.6 Trustee as Administrator

The Environmental Response Trust Administrative Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the Environmental Response Trust.

6.7 Fiscal Year

The Environmental Response Trust’s fiscal year shall be the calendar year.

6.8 Property Taxes

- 6.8.1. Settlor shall pay all property and ad valorem taxes relating to the Properties and other assets owned by the Environmental Response Trust that are due on or prior to the Effective Date (and the Environmental Response Trust shall not be liable for such taxes), and the Environmental Response Trust shall pay all property and ad valorem taxes relating to the Properties and other assets owned by the Environmental Response Trust that are due after the Effective Date.
- 6.8.2. Following the Effective Date, subject to Sections 6.16(a) and (d) of the MSPA, the Environmental Response Trust Administrative Trustee shall have the sole right, at its expense, to control, conduct, compromise, and settle any tax contest, audit, or administrative or court proceeding relating to any liability for property and ad valorem taxes attributable to the Properties and shall be authorized to respond to any such tax inquiries relating to the Properties.
- 6.8.3. Following the Effective Date, subject to the MSPA, the Environmental Response Trust shall be entitled to the entire amount of any refunds or credits (including interest thereon) with respect to or otherwise relating to any property and ad valorem taxes attributable to the Properties, including for any taxable period ending on, prior to, or after the Effective Date.
- 6.8.4. Each of the Debtors and the Environmental Response Trust Administrative Trustee shall cooperate fully with each other regarding the implementation of this Section 6.8 (including the execution of appropriate powers of attorney) and shall make available to the other as reasonably requested all information, records, and documents relating to property and ad valorem taxes governed by this Section 6.8 until the expiration of the applicable statute of limitations or extension thereof or at the conclusion of all audits, appeals, or litigation with respect to such taxes. Without limiting the generality of the foregoing, the Debtors shall execute on or prior to the Effective Date a power of attorney authorizing the Environmental Response Trust Administrative Trustee to correspond, sign, collect, negotiate, settle, and administer tax payments and tax returns

for the taxes payable by the Environmental Response Trust and described in Section 6.8.1. hereof.

6.9 Expedited Determination

The Environmental Response Trust Administrative Trustee may request an expedited determination of taxes of the Environmental Response Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Environmental Response Trust for all taxable periods through the termination of the Environmental Response Trust.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Amendments and Waivers

Any provision of this Agreement may be amended or waived by mutual written consent of the Environmental Response Trust Administrative Trustee, the United States, the States and the Tribe; provided, however, that no change shall be made to this Agreement that would alter the provisions of Section 6.4 hereof or adversely affect the U.S. federal income tax status of the Environmental Response Trust as a “qualified settlement fund” (for which no grantor trust election has been made), in accordance with Section 6.4 hereof, or, unless agreed to in writing by the affected Environmental Response Trust Administrative Trustee, the rights of the Environmental Response Trust Administrative Trustee. Technical amendments to this Agreement may be made as necessary, to clarify this Agreement or enable the Environmental Response Trust Administrative Trustee to effectuate the terms of this Agreement in a manner consistent with the Settlement Agreement with the mutual consent of the Environmental Response Trust, the United States, the States and the Tribe.

7.2 Cooperation

Debtors agree to cooperate with the Environmental Response Trust Administrative Trustee prior to the Effective Date by providing reasonable access to and/or copies of their non-privileged books and records relating to the Properties for the purpose of performing the Environmental Response Trust Administrative Trustee’s duties and exercising its powers hereunder, including all environmental information and/or data in the state and condition in which such records are found regarding the Properties in possession of Debtors or any environmental consultants or contractors previously retained by Debtors. As provided for under Paragraph 41 of the Settlement Agreement, no later than January 1, 2011, Debtors shall provide to the Administrative Trustee copies of or access to all documents and other materials in the care, custody or control of Debtors, their professionals, consultants and/or contractors that: (i) contain or relate to environmental information regarding the Properties, (e.g., field notes, data packages, historical documentation, databases, models, cost estimates, reports, correspondence, etc.); (ii) contain or relate to non-environmental information concerning the management of the Properties; and (iii) contain or relate to any information concerning the implementation of and the spending of money associated with MLC’s wind-down budget as it relates to the Properties. Prior to 30 days after the Effective Date, Debtors shall transmit all such documents and materials

not already in the possession of the Administrative trustee to the Administrative Trustee, and upon the Effective Date the Environmental response Trust shall become the owner of the information in the IDEA database related to the Properties. With respect to documents stored at the facilities of Iron Mountain Inc., (i) prior to January 1, 2011, Debtors will undertake reasonable efforts to reach agreement with New GM on a process to transfer any Iron Mountain Documents requested by the Administrative Trustee to the Environmental Response Trust no later than July 31, 2011; and (ii) on the Effective Date, Debtors shall transfer all their rights to the Iron Mountain Documents, including their rights to copies of and access to such documents, to the Administrative Trustee. Prior to the Effective Date and for a period of sixty (60) days after the Effective Date, Debtors and/or any successor entity shall provide reasonable access by the Environmental Response Trust Administrative Trustee to such employees of Debtors, their agents, advisors, attorneys, accountants or any other professionals hired by the Debtors with knowledge of matters relevant to the Environmental Trust Assets. The Environmental Response Trust and Environmental Response Trust Administrative Trustee shall take such actions and execute such documents as are reasonably requested by Debtors with respect to effectuating this Agreement, the Settlement Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with this Agreement, the Settlement Agreement or the Plan of Liquidation, and provided that such actions shall be at the sole expense of the Debtors. The Environmental Response Trust Administrative Trustee, Debtor, and the Lead Agency for each of the Properties will exchange information and reasonably cooperate to determine the appropriate disposition of executor contracts or unexpired leases, if any, that relate to the relevant Property.

7.3 Situs of the Environmental Response Trust

The situs of the Environmental Response Trust herein established is New York, and except to the extent the Bankruptcy Code or other U.S. federal law is applicable the rights, duties, and obligations arising under the Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of law thereof.

7.4 Headings

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

7.5 Severability

If any provision of this Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.6 Sufficient Notice

Any notice or other communication hereunder shall be in writing (including, but not limited to, facsimile transmission or by e-mail) and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice is intended (or in the case of notice by facsimile or e-mail, when received and telephonically or electronically confirmed), to the name and address set forth in Sections 5.2 and 5.3 of this Agreement or such other address provided in writing to the Environmental Response Trust Administrative Trustee by an authorized representative of the United States or the respective State or Tribe.

Any notice to the Environmental Response Trust Administrative Trustee shall be provided to:

Elliott P. Laws
1001 Pennsylvania Avenue, N.W., 13th Floor
Washington, DC 20004
Tel: 202/624-2500
Fax: 202.628.5116

7.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all together shall constitute one agreement.

7.8 Actions Taken on Other Than Business Day

If any payment or act under the Plan of Liquidation, this Agreement or the Settlement Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of this Agreement, a business day shall be any of the days Monday through Friday, excluding federal holidays.

7.9 Compliance with Laws

Any and all transfers or sales of Environmental Response Trust Assets by the Environmental Response Trust shall be in compliance with applicable federal and state laws.

7.10 Preservation of Privilege

In connection with the rights, claims, and causes of action that constitute the Environmental Response Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Environmental Response Trust shall vest in the Environmental Response Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.11 No Partnership

This Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Environmental Response Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Environmental Response Trust Administrative Trustee, the United States, or any of them, for any purpose be, or be deemed to be or be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the United States to the Environmental Response Trust shall be solely that of beneficiary of a trust and shall not be deemed to be a principal or agency relationship, and the rights of the United States shall be limited to those conferred upon it by this Agreement and the Settlement Agreement.

7.12 Uniform Trust Act

The Environmental Response Trust Agreement shall not be subject to any provision of the Uniform Trust Act as adopted by any State, now or in the future.

7.13 Dispute Resolution

The Parties recognize that alternative dispute resolution may lead to the more efficient resolution of disputes in many circumstances and where appropriate and upon agreement of the relevant Parties, will engage in non-binding informal dispute resolution prior to petitioning the Court to resolve any dispute under this Agreement. Where disputes are not resolved consensually or by alternative dispute resolution, the provisions of the Settlement Agreement regarding the judicial resolution of disputes shall apply.

[Remainder of this page is intentionally blank]

IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES ENTER INTO THIS
AGREEMENT

FOR THE UNITED STATES

ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

Date: _____

PREET BHARARA
United States Attorney
Southern District of New York
By: David S. Jones
Natalie N. Kuehler
Assistant U.S. Attorneys

Date: _____

Alan S. Tenenbaum
National Bankruptcy Coordinator
Patrick Casey
Senior Counsel
Environment and Natural Resources Division
Environmental Enforcement Section
U.S. Department of Justice

Date: _____

CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

**FOR MOTORS LIQUIDATION COMPANY, MLC OF HARLEM, INC.,
MLCS, LLC, MLCS DISTRIBUTION CORPORATION, REMEDIATION
AND LIABILITY MANAGEMENT COMPANY, INC., AND
ENVIRONMENTAL CORPORATE REMEDIATION COMPANY, INC.**

Date: _____

Ted Stenger
Executive Vice President
Motors Liquidation Company, as agent for each
of the foregoing entities
500 Renaissance Center, Suite 1400
Detroit, MI 48243
Tel.: (313) 486-4044
Fax: (313) 486-4259
Email: tstenger@alixpartners.com

Date: _____

Jim M. Redwine
Vice President of Environmental Affairs
Motors Liquidation Company, as agent for each
of the foregoing entities

Date: _____

David R. Berz
Weil, Gotshal & Manges LLP
Attorneys for Debtors and Debtors in Possession
1300 Eye Street, NW, Suite 900
Washington, D.C. 20005
Tel.: (202) 682-7000
Fax: (202) 857-0939
Email: david.berz@weil.com

FOR THE ENVIRONMENTAL RESPONSE TRUST ADMINISTRATIVE TRUSTEE

EPLET, LLC in its Representative Capacity as the
Environmental Response Administrative Trustee of
The Environmental Response Trust

Date: _____

By: _____
Name: Elliott P. Laws
Title: Managing Member

Date: _____

By: _____
Michael O. Hill
Chief Operating Officer and General Counsel
The Environmental Response Trust

FOR THE STATE OF DELAWARE

Date: _____

Collin P. O'Mara, Secretary
Delaware Department of Natural Resources
and Environmental Control

Date: _____

Robert S. Kuehl
Deputy Attorney General
Delaware Department of Justice

**FOR THE STATE OF ILLINOIS AND THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY**

FOR THE STATE OF ILLINOIS
LISA MADIGAN, Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

Date: _____

THOMAS E. DAVIS, Chief
Environmental Bureau
Assistant Attorney General
500 South Second Street
Springfield, IL 62706

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY

Date: _____

JOHN J. KIM
Chief Legal Counsel

FOR THE STATE OF INDIANA

Indiana Department of
Environmental Management

Gregory F. Zoeller,
Attorney General of Indiana
Atty. No. 1958-98

By: _____
Thomas W. Easterly
Commissioner

By: _____
Patricia Orloff Erdmann
Chief Counsel for Litigation
Atty. No. 17664-49A

By: _____
Bruce H Palin,
Assistant Commissioner
Office of Land Quality
Ind. Dept. of Environmental Mgmt
100 North Senate Avenue
MC 50-01, ICGN 1301
Indianapolis, IN 46204

By: _____
Timothy J. Junk
Deputy Attorney General
Atty. No. 5587-02
Office of the Attorney General
Indiana Government Center South, Fifth Floor
302 West Washington Street
Indianapolis, IN 46204

Date: _____

Date: _____

FOR THE STATE OF KANSAS

Date: _____

RODERICK L. BREMBY
Secretary
Kansas Department of
Health and Environment

FOR THE STATE OF MICHIGAN

Date: _____

Michael A. Cox
Attorney General

Celeste R. Gill (P52484)
Assistant Attorney General
Environment, Natural Resources and
Agriculture Division
6th Floor, G. Mennen Williams Building
525 West Ottawa Street
P.O. Box 30755
Lansing, MI 48909
Tel.: (517) 373-7540
Fax: (517) 373-1610
gillc1@michigan.gov
Attorneys for the Michigan Department
of Natural Resources and Environment

FOR THE STATE OF MISSOURI

Date: _____

CHRIS KOSTER
Attorney General for the State of Missouri

JOHN K. McMANUS
Chief Counsel
Agriculture and Environment Division
P.O. Box 899
Jefferson City, Missouri 65102
Tel.: (573) 751-8370
Fax: (573) 751-8796
Email: jack.mcmanus@ago.mo.gov

Date: _____

Leanne Tippet Mosby
Director
Division of Environmental Quality
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102

FOR THE STATE OF NEW JERSEY

Date: _____

PAULA T. DOW
Attorney General for the State of New Jersey

By: Richard F. Engel
Deputy Attorney General
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, New Jersey 08625-0093
Tel.: (609) 984-4863
Fax: (609) 341-5030

FOR THE STATE OF NEW YORK

ANDREW M. CUOMO
Attorney General

Date:

By: _____
Maureen Leary
Assistant Attorney General
Chief, Toxics Section
NYS Department of Law
Environmental Protection Bureau
The Capitol
Albany, New York 12224-0341
Tel.: (518) 474-7154
Fax: (518) 473-2534
maureen.leary@ag.ny.gov

FOR THE STATE OF OHIO

Date: _____

RICHARD CORDRAY
Attorney General for the State of Ohio

By: Michelle T. Sutter
Principal Assistant Attorney General
30 E. Broad Street, 26th Floor
Columbus, Ohio 43215
Tel.: (614) 752-4316
Fax: (866) 483-1104
Email: michelle.sutter@ohioattorneygeneral.gov

FOR THE COMMONWEALTH OF VIRGINIA

KENNETH T. CUCCINELLI, II
ATTORNEY GENERAL

Date: _____

By: _____
Kerri L. Nicholas, VSB # 47230
Assistant Attorney General
Environmental Section
Virginia Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
(804) 371-8721
knicholas@oag.state.va.us

FOR THE STATE OF WISCONSIN

MATTHEW J. FRANK
Secretary

Date: _____

ALLEN K. SHEA
Deputy Secretary
Wisconsin Department of Natural Resources

Approved as to form:

J.B. VAN HOLLEN
Attorney General

Date: _____

ANNE C. MURPHY
Assistant Attorney General
State Bar # 1031600
Attorneys for the State of Wisconsin

**FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL
QUALITY**

Date: _____

Cheryl Sonnier Nolan
Assistant Secretary
Office of Environmental Services
Louisiana Department of Environmental Quality

**FOR THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

MASSACHUSETTS DEPARTMENT OF
ENVIRONMENTAL PROTECTION
By its attorney,

MARTHA COAKLEY,
ATTORNEY GENERAL

Date: _____

By: _____

Carol Iancu, MA BBO # 635626
Assistant Attorney General
Environmental Protection Division
Massachusetts Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
(617) 963-2428
carol.iancu@state.ma.us

**FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF
THE COMMONWEALTH OF PENNSYLVANIA**

Date: _____

Susan Shinkman
Chief Counsel
Office of Chief Counsel
Rachel Carson State Office Building
400 Market Street
Harrisburg, Pennsylvania 17101-2301

FOR THE SAINT REGIS MOHAWK TRIBE

Date: _____

McNAMEE, LOCHNER, TITUS
& WILLIAMS, P.C.

John J. Privitera, Esq.

Jacob F. Lamme, Esq.

677 Broadway

Albany, New York 12207

Tel.: (518) 447-3200

Fax: (518) 426-4260

EXHIBIT "A"

Legal Description of Properties Transferred to the Environmental Response Trust

EXHIBIT "B"

FORM OF QUITCLAIM DEED

QUITCLAIM DEED

STATE OF _____ §
COUNTY OF _____ § KNOW ALL BY THESE PRESENTS

THAT _____, a _____
("Grantor"), for and in consideration of the sum of TEN DOLLARS and No/100 (\$10.00) and other good and valuable consideration paid by _____, a _____
("Grantee"), the receipt of which is hereby acknowledged, and pursuant to the Order of the United States Bankruptcy Court for the Southern District of New York entered on _____, 20__ in Case No. 09-50026 (REG) styled *In re: Motors Liquidation Company, f/k/a General Motors Corporation, et al.*, has QUITCLAIMED and by these presents does QUITCLAIM unto Grantee, all of Grantor's rights, title and interests in and to (a) those certain tract(s) of land, as more particularly described in Exhibit B attached hereto and incorporated herein by this reference for all purposes (b) strips and gores between such tract(s) of land and any abutting properties whether owned or claimed by deed, limitations or otherwise, and whether or not held under fence by Grantor, (c) any land lying in or under the bed of any creek, stream or waterway or any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting or adjacent to such tract(s) of land, (d) improvements, buildings or fixtures located on such tract(s) of land, (e) mineral, water, oil, gas, solar and wind rights relating to all or any part of such tract(s) of land, together with all of Grantor's rights, claims, titles and interests in and to any and all appurtenances, rights, easements, and rights-of-way, filings or other interests, including without limitation rents and profits accruing after the effective date hereof, related to or benefiting such tract(s) of land (collectively, the "Properties").

TO HAVE AND TO HOLD all of Grantor's rights, titles and interests in and to the Properties unto Grantee, its successors and assigns forever, so that neither Grantor nor its successors and assigns shall have, claim or demand any right or title to the Properties or any part thereof.

WHEN RECORDED RETURN TO:

[Signature on following page]

EXECUTED effective as of the _____ day of _____, 20__.

GRANTOR: _____

By: _____

Name:

Title:

By: _____

Name:

Title:

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on __, 20__, by
_____, the _____ of _____, a _____, the
_____ of _____, a _____, on behalf of said _____.

NOTARY PUBLIC

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on __, 20__, by
_____, the _____ of _____, a _____, the
_____ of _____, a _____, on behalf of said _____.

NOTARY PUBLIC

EXHIBIT C

List of Transferred Contracts

NO.	SITE	CONTRACT WITH	CONTRACT/LEASE DESCRIPTION
1.			

ATTACHMENT D

MOTORS LIQUIDATION COMPANY BONDS AND
INSURANCE INSTRUMENTS FOR OWNED PROPERTIES

BOND NO.	OBLIGEE	SITE DESCRIPTION	BOND AMOUNT	COLLATERAL AMOUNT
	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	GM Foundry Landfill - 1-74 AT "C" STREET, Danville, IL	\$ 102,390.00	\$ 102,390.00
K07489195	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY	General Motors - Central Foundry Division Superfund Site, Rooseveltown Hwy, St. Lawrence County, Massena, NY	\$ 22,071,714.00	\$ 22,071,714.00
K07593119	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY	Pontiac Centerpoint Campus Site (sections 3 & 4 of Township T2N, Range R10E, Pontiac, Michigan)	\$ 206,980.00	\$ 206,980.00
K07736757	DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OF THE STATE OF INDIANA	Former Allison Gas Turbine, 2701 West Raymond Street, Indianapolis, IN 46013	\$ 868,158.00	\$ 868,158.00
K08181974	DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OF THE STATE OF INDIANA	WFG Anderson, 2915 Dr. Martin Luther King Blvd., Anderson, IN 46016	\$ 377,752.00	\$ 377,752.00
K0818205A	DEPARTMENT OF ENVIRONMENTAL MANAGEMENT OF THE STATE OF INDIANA	ACE-USA/WESTCHESTER FIRE INSURANCE COMPANY	\$ 23,626,994.00	\$ 23,626,994.00
ENVIRONMENTAL BONDS				
	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY	GM CORP. FORMER DELPHI CHASSIS DIVISION (RCRA), LIVONIA - 13000 Eckles Road, Livonia, MI 48150	\$ 3,839,721.29	\$ 3,794,191.00
CORRECTIVE ACTION 0907329	PROTECTION AGENCY	WORLDWIDE FACILITIES GROUP - TRENTON (RCRA) CLOSURE - 1445 Parkway Avenue, Trenton, NJ 08628	\$ 297,022.00	\$ 293,500.00
CLOSURE 0907330	PROTECTION AGENCY	WFG ELYRIA (RCRA) - POST CLOSURE - 1400 Lowell St., Elyria, OH 44035	\$ 3,079,006.96	\$ 3,042,497.00
0907327	OHIO ENVIRONMENTAL PROTECTION AGENCY	WFG MORaine FORMER HARRISON DAYTON (RCRA) - POST CLOSURE - 3600 Dryden Rd, Moraine, OH 45439	\$ 2,743,532.00	\$ 2,711,000.00
CLOSURE/POST CLOSURE 0907327	PROTECTION AGENCY	AIG - AISLIC INSURANCE COMPANY	\$ 9,959,282.25	\$ 9,841,188.00
ENVIRONMENTAL INSURANCE				
	NI DEPT. OF ENVIRONMENTAL PROTECTION	Hyatt Clark - 1300 Raritan Road, Clark, NJ 07066	\$ 12,875,000.00	\$ 12,875,000.00
CASH COLLATERAL FOR LETTER OF CREDIT FOR		JPMORGAN CHASE BANK	\$ 12,875,000.00	\$ 12,875,000.00
ENVIRONMENTAL LOCs				
TOTAL			\$ 46,461,276.25	\$ 46,343,182.00

Post-Closure Permit
Application

Appendix E: Contingency
Plan

USEPA INR000021436

Prepared for:

Revitalizing Auto Communities
Environmental Response Trust

Prepared by:
ARCADIS
251 E. Ohio Street
Suite 800
Indianapolis
Indiana 46204
Tel 317 231 6500
Fax 317 231 6514

Our Ref.:
IN000297.0018

**Post-Closure Permit
Application**

Appendix E: Contingency Plan

USEPA INR000021436

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Drawing 1: Site Map

Purpose

The purpose of this contingency plan is to comply with the submitted Post-Closure Permit Application Attachment C-3, to address requirements in section 40 CFR 264, Subpart C. The facility is designed, constructed, maintained and operated to minimize the possibility of any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil or surface water which could threaten human health or the environment.

Facility Identification and General Information

Name: RACER Trust
Address: 2701 West Raymond Street
Indianapolis, Indiana

Owner/Operator:
Revitalizing Auto Communities Environmental Response (RACER) Trust
2930 Ecorse Road
Ypsilanti, MI 48198
Attn: Robert Hare

Emergency Coordinators:

Robert W. Hare, P.E., CHMM
2930 Ecorse Road
Ypsilanti, MI 48198
First Phone Number: (313) 486-2908
Second Phone Number: (419) 277-0815

Sarah Fisher
ARCADIS
251 East Ohio Street, Suite 800
Indianapolis, Indiana 46204
First Phone Number: (317) 231-6500
Second Phone Number: (317) 691-4011

Heather Gastineau-Lyons
ARCADIS
251 East Ohio Street, Suite 800
Indianapolis, Indiana 46204
First Phone Number: (317) 231-6500
Second Phone Number: (317) 514-0078

Type of Facility:

The closed surface impoundment (Site) is an unmanned 10.269 acre grass-covered field. The Site is surrounded by a 6 foot tall chain-linked fence with access gates in the northeast, northwest, and southwest corners of the fence which are kept locked at all times except during maintenance and monitoring activities.

Facility Site Map is on next page (Drawing 1).

Description of Generator Activities

No hazardous waste is generated from the various processes at the Site.

Emergency Coordinators

Principle (24-Hour Emergency Contact): Robert W. Hare, P.E., CHMM
First Phone Number: (313) 486-2908
Second Phone Number: (419) 277-0815

Alternate 1 Sarah Fisher, ARCADIS
First Phone Number: (317) 231-6500
Second Phone Number: (317) 691-4011

Alternate 2 Heather Gastineau-Lyons, ARCADIS
First Phone Number: (317) 231-6500
Second Phone Number: (317) 514-0078

The emergency coordinator or alternate are responsible for coordinating all emergency response measures for the facility required under this plan. They are thoroughly familiar with:

- The facility's contingency plan.
- All operations and activities at the facility.
- The location and characterization of waste handled.
- The location of all records within the facility.
- The physical layout of the facility.

Implementation of the Contingency Plan

The Contingency Plan will be implemented if an incident might threaten human health or the environment. The emergency coordinator has full authority to make this decision.

The contingency plan must be implemented whenever an incident might involve hazardous waste anywhere at the Site. Depending on the degree of seriousness the following potential emergencies might call for the implementation of the contingency plan:

Spills- A release of any on-Site generated waste resulting from broken piping which cannot be contained on-Site resulting in off-Site soil contamination and/or ground or surface water pollution.

Emergency Response Procedures for Spills

Immediately Upon Discovery of an Emergency

An employee discovering a spill involving hazardous waste will call:

Emergency Procedure

Rolls Royce Plant 5 Security (adjacent facility) 230-5555

Emergency Coordinators:

Principle: Robert W. Hare, P.E., CHMM

2930 Ecorse Road

Ypsilanti, MI 48198

First Phone Number: (313) 486-2908

Second Phone Number: (419) 277-0815

Alternate: Sarah Fisher

ARCADIS

251 East Ohio Street, Suite 800

Indianapolis, Indiana 46204

First Phone Number: (317) 231-6500

Second Phone Number (317) 691-4011

Alternate: Heather Gastineau-Lyons
ARCADIS
251 East Ohio Street, Suite 800
Indianapolis, IN 46204
First Phone Number: (317) 231-6500
Second Phone Number: (317) 514-0078

The emergency coordinator or alternate will respond immediately to the call and assess the situation. The emergency response contractors are:

ARCADIS
251 East Ohio Street, Suite 800
Indianapolis, Indiana 46204
(317) 231-6500

The emergency coordinator will assess the situation by identifying the character, exact source, amount and extent of released material. He or she will also make an assessment of possible threats to human health and the environment.

If an incident could threaten the environment or human health outside the RACER Trust property, the emergency coordinator will contact the following:

In the unlikely event that an incident occurs that adversely impacts the Site, the following local resources are available and should be contacted immediately if required to address an emergency situation:

Local Fire Department:	317-327-6091
Indianapolis Fire Department:	317-327-6041
St. Frances Hospital:	317-787-3311
Local Police:	317-327-3811
Indianapolis Police:	911
Marion County LEPC:	317-252-3230

If the incident is a reportable incident, the emergency coordinator will call and report the incident to the **National Response Center** at:

800-424-8802

The report will include the following:

- Name and telephone number of the reporter.
- Name and address of the facility.
- Time and type of incident.
- Identification and quantity of materials involved.
- The possible hazards to the environment and human health outside the facility.

In addition, if the incident is a reportable incident, the emergency coordinator will contact **Indiana Department of Environmental Management (IDEM), Office of Emergency Response** at:

888-233-7745

During the Emergency Control Phase

The emergency coordinator will take all necessary measures to contain the hazard within the facility property and to prevent its spread to other nearby properties, with the assistance of emergency contractors and local emergency personnel. The emergency coordinator or designee will monitor for leaks, pressure build-up, gas generation, or ruptures in valves, pipes, or other equipment, wherever appropriate. Emergency personnel will be provided details concerning the on-Site types of emergency equipment to be used and the need for personnel protective equipment.

Immediately After the Emergency

The emergency coordinator must provide for the storage and disposal of recovered waste, contaminated soil or surface water, or any other material. The material must be handled as a hazardous waste unless it is a characteristic hazardous waste only, which is analyzed and determined to not be hazardous.

All emergency equipment must be cleaned and made fit for its intended use before operations are resumed.

The emergency coordinator will investigate the cause of the emergency and will take steps to prevent recurrence of such or similar incidents.

The emergency coordinator will make sure that cleanup and restoration have progressed at least to the point of not jeopardizing the health and safety of the employees, and that the EPA and local authorities have been notified prior to permitting the resumption of the operation affected by the emergency.

Emergency Equipment

Fire extinguishers are present in the two buildings located on site. Additionally, personnel entering the Site will have a first-aid kit available.

Coordination Agreements and Telephone Numbers

ARCADIS
251 East Ohio Street, Suite 800
Indianapolis, Indiana 46204
(317) 231-6500

The above recipient has been sent a copy of the contingency plan and has agreed to provide emergency services to RACER Trust in the event there is an emergency.

Evacuation Plan

Contract employees will be evacuated if the emergency coordinator decides that their personal safety is in danger.

If evacuation is necessary, the contract employee will exit through the northeast gate. Drawing 1 contains the evacuation plan for the Site.

Required Reports

Within fifteen (15) days of any incident requiring the implementation of the contingency plan, the emergency coordinator will file a report with the EPA Regional Administrator and the Assistant Commissioner of the Office of Solid Waste and Hazardous Waste Management (OSHWM). The report will include the following:

- Name, address and telephone number of the owner/operator.
- Name, address and telephone number of the facility.
- Date, time and type of incident.
- Name and quantity of material involved.
- An assessment of actual and potential hazards to human health and the environment.
- Estimated quantity and disposition of recovered material that resulted from the incident.

The emergency coordinator will note in the operating record the time, date and details of any incident that requires implementation of the contingency plan.

Amendment of Contingency Plan

RACER Trust, or its representatives, will review and amend this contingency plan whenever the following situations apply:

- Applicable regulations are revised.
- The plan fails in emergency.
- The facility changes in its design, construction, operation, maintenance or other circumstances in a way that materially increases the potential for releases.
- The list of emergency coordinators changes.
- The list of emergency equipment changes.

Appendix G

Industrial Discharge Permit
Termination Letter



Department of Public Works

Indianapolis

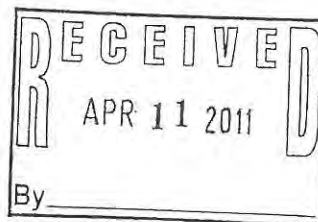
Gregory A. Ballard, Mayor

2700 SOUTH BELMONT AVENUE
INDIANAPOLIS, IN 46221

April 5, 2011

CERTIFIED MAIL: 7001 2510 0005 9219 8387

Mr. David Favero
Favero GeoSciences
1210 South 5th Street – Suite 2
Springfield, IL 62703



Re: Industrial Discharge Permit #372403
Closed Surface Impoundment-former Allison site
REALM to Environmental Trust

Dear Mr. Favero:

In response to the February 28, 2011 letter and March 17, 2011 email received from Heather Gastineau-Lyon of ARCADIS, this notice will transfer ownership and responsibility of the remediation site located at 2701 West Raymond Street in Indianapolis, IN to the *Revitalizing Auto Communities Environmental Response Trust*. The site was previously owned and operated by Remediation and Environmental Liability Management Company, Incorporated (REALM) prior to its bankruptcy. Current contact information remains unchanged.

Upon review of the discharge information, it has been determined that regulation of the remediation system for the site previously known as REALM located at 2701 West Raymond Street by permit is no longer necessary. The effective date of the termination is **April 15, 2011**.

This site was impacted by the activities of the previous Allison Gas Turbine Division. The closed surface impoundment, identified as USEPA INR000021436, discharges to the Indianapolis sanitary sewers from groundwater extraction, remediation by soil vapor extraction, and monitoring well purge water. Previous limitations on the groundwater extraction of 200 gallons per minute discharge rate will remain. Groundwater is anticipated to be discharged every two to three years. Remediation and purge water is discharged monthly, as needed.

Since the original discharge permit was written, there is one significant change which will affect future groundwater discharges. The Rolls-Royce facility, due west of the surface impoundment, is now permitted and discharging to the Indianapolis sanitary sewer. The surface impoundment shares the discharge line with Rolls Royce. This will now require coordination of discharge during the events that occur every two to three years from the impoundment. Please use the following contact information prior to the discharge from the groundwater extraction wells:

Rolls-Royce Waste Treatment Operations – 317-230-3425
Rolls-Royce Health, Safety, and Environmental – 317-230-3591

Although this facility will no longer be regulated by permit, the *Revitalizing Auto Communities Environmental Response Trust* may discharge wastewater at the usual levels. Restrictions remain for discharges during wet weather combined sewer overflow events, as this facility discharges upstream from CSO 145. The Trust shall notify the city's pretreatment program at least 72 hours prior to any wastewater discharge from the surface impoundment extraction wells, normally occurring once every two to three years. The pretreatment program contact is Mr. Tim Heider at 317-639-7048.

As a user of the city sewer system, The Trust is required to comply with Chapter 671 of the municipal code. The code is available at www.indy.gov. Notification is also required if and when the remediation project is deemed complete by IDEM/EPA and there is no potential for discharge.

In addition, results of monthly flow measurement must continue to be reported to Indianapolis Water on the "Statement of Industrial Waste" form. The completed form is due prior to the 25th of each month following the monitoring period.

If there are any questions, please contact Ms. Nancy Williams at 317-639-7047.

Sincerely,



Richard Wise
Assistant Administrator

RW/nlw
11nlw035

cc: Tim Heider, Pretreatment Coordinator, UW
Wanda Williams, Revenue and Billing Manager, DPW
Pravin Patel, HSE Engineer, Rolls-Royce
✓Heather Gastineau-Lyons, Staff Geologist, ARCADIS

RACER Trust

Post-Closure Permit Application

Appendix H: Sampling & Analysis Plan

USEPA INR000021436

RACER Trust
Post-Closure Permit Application

Appendix H: Sampling and
Analysis Plan

USEPA INR000021436

Prepared for:

Revitalizing Auto Communities
Environmental Response Trust

Prepared by:

ARCADIS
251 E. Ohio Street
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Tel 317 231 6500
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Our Ref:
IN000297.0018

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Attachments

Attachment A Pace Analytical Laboratories QAPP

Acronym List

ANOVA	Analysis of Variance
BSL	Background Screening Level
DO	Dissolved Oxygen
EQL	Estimated Quantitation Limit
GM	General Motors Corporation
GOF	Goodness of Fit
IAC	Indiana Administrative Code
IDEM	Indiana Department of Environmental Management
IQR	Interquartile Range
KM	Kaplan-Meier
MLC	Motors Liquidation Company
MSL	Mean Sea Level
mL/min	milliliters per minute
mS/cm	millisiemens per centimeter
mV	millivolts
NTU	Nephelometric Turbidity Units
ORP	Oxidation Reduction Potential
PQL	Practical Quantitation Limit
QAPP	Quality Assurance Project Plan
RACER	Revitalizing Auto Communities Environmental Response
RCRA	Resource Conservation and Recovery Act
ROS	Rank-Ordered Statistics
SAP	Sampling and Analysis Plan
SK	Seasonal-Kendall
UPL	upper prediction limit
USEPA	United States Environmental Protection Agency
UTL	upper tolerance limit
µg	microgram

1. Introduction

This document presents a sampling and analysis plan (SAP) for conducting the post-closure groundwater monitoring program at the RACER Trust Surface Impoundment. A map showing locations of the hydraulic monitoring wells, extraction wells and elevation monuments is provided as Figure 1.

2. Background

The Site is located within the Rolls-Royce Corporation Plant 5 property boundary, east of Tibbs Avenue at 2701 West Raymond Street in Indianapolis, Indiana. In December 1993, the Former General Motors Corporation (GM) sold its Allison Gas Turbine Division to AEC Acquisition Corp. AEC Acquisition Corp. changed their name and operated as the Allison Engine Company. Allison Engine Company then sold the plant to Rolls-Royce Aerospace. The plant is now doing business as Rolls-Royce. According to the Asset Purchase Agreement, GM retained post-closure care obligations at the Site. To more effectively fulfill its obligation for post-closure care of the closed surface impoundment, GM purchased the property encompassing the former surface impoundment area. As a result of GM's bankruptcy, the operating assets of GM were sold on July 10, 2009 to a newly formed company, which is now known as General Motors LLC. Existing, non-continuing assets (including the closed surface impoundment) remained the property of "old" GM, which changed its name to Motors Liquidation Company (MLC), in its capacity as a debtor-in-possession in the bankruptcy case. On October 20, 2010, 14 states, the St. Regis Mohawk Tribe, and U.S. Treasury Signed Trust and Settlement Agreements related to claims filed by all in the GM bankruptcy case. The court approved the agreements and on March 31, 2011, RACER Trust became effective and all assets, including funding and property, were transferred from MLC to the Trust.

RACER Trust is therefore, the current land owner of the Site. The Indiana Department of Environmental Management (IDEM) has deemed that the post-closure care period for the Site began on June 4, 1996.

3. Groundwater Monitoring Program

The groundwater monitoring program developed for the Site includes: 1) semi-annual monitoring of the hydraulic head differential between the internal monitoring wells and the upper and lower sand and gravel exterior to the containment area; and 2) annual chemical monitoring of groundwater from 4 exterior monitoring wells (one

upgradient and three down gradient of the Site with respect to regional ground water flow in the upper unit) to be completed on a rotating sampling schedule. An annual report documenting inward gradient and potentiometric surface maps and the results of chemical analyses will be submitted to the Commissioner or the designated representative of IDEM. This report will include the data deliverables shown in Table 1 for the analyses performed during the year.

3.1 Hydraulic Monitoring Program

Six monitoring well pairs (MW-201 A/B and 204 A/B through MW-208 A/B), two three-well groups (MW-202 A/B/C and MW-203 A/B/C) and one individual well (MW-200C) will be gauged semi-annually for depth to groundwater and total depth. The well pairs are screened in the upper sand and gravel unit/aquifer on either side (interior or "A" wells and exterior or "B" wells) of the slurry wall containment installed during the closure activities at the Site. The well groups are screened in the upper sand and gravel unit on either side of the slurry wall containment ("A" and "B" wells) and in the lower sand and gravel unit outside of the slurry wall containment ("C" wells). A summary of procedures that will be followed in completing post-closure care hydraulic monitoring activities is discussed in Section 4.1. In addition, the following items will be checked every 90 days during inspection: 1) if the integrity of the concrete pads for the monitoring wells is adequate, 2) if the protective casings for the monitoring wells are damaged, 3) if the locks for the protective casings are in adequate condition and 4) if monitoring well labels are in place and readable. During each semi-annual gauging event, each well will be checked for sediment accumulation in the monitoring wells. Sediment accumulation and well redevelopment is described in Section 5 below.

Hydraulic monitoring data and related data analysis will be included in the annual report to be submitted to the Commissioner of IDEM in accordance with a schedule established by the Commissioner covering the previous calendar year. The reports will consist of the following hydraulic monitoring information:

- Groundwater elevation data and calculation of groundwater flow rate
- Potentiometric surface maps
- Hydraulic gradient data for each monitoring well pair and calculation of rise rates

- Groundwater withdrawals from Rolls-Royce production wells
- Site dewatering volumes

3.2 Groundwater Chemical Monitoring

Groundwater in the upper unit from outside the containment area (represented by "B" wells MW-201 through MW-208) will be monitored for chemical contaminants on an annual basis as described below. Because an inward hydraulic gradient will be maintained across the containment wall, and because of the very slow infiltration rate of groundwater into the containment area these wells are essentially "upgradient" of the contained materials. However, the regional groundwater flow in the upper unit is generally to the east. Therefore, monitoring well MW-206B has been selected as representative of upgradient, and monitoring wells MW-201B, MW-202B, and MW-203B have been selected as representative of downgradient. A summary of procedures that will be allowed in completing the groundwater quality monitoring is provided in Section 4.2.

In the event that the semi-annual groundwater gauging event shows that the inward hydraulic gradient is not verified as described in Attachment C-4b(2); notification of the failure of maintaining the inward gradient will be submitted to IDEM within 60 days of the gauging event, and the four exterior wells (MW-201B, -202B, -203B, and -206B) will be sampled during the semi-annual event immediately following the failed hydraulic monitoring event. The statistical evaluation will be completed on the analytical data within 90 days of collecting the samples and in accordance with Section 4.3 of this document. A report will be submitted to the Commissioner summarizing the statistical results. If subsequent semi-annual groundwater gauging events show that the inward hydraulic gradient continues to not be maintained, semi-annual sampling of the four exterior wells (MW-201B, -202B, -203B, and -206B) will be completed until the inward hydraulic gradient is verified in two consecutive semi-annual sampling events.

During the groundwater sampling, field measurements for temperature, conductivity, oxidation reduction potential (ORP), dissolved oxygen (DO), pH, and turbidity will be obtained, and one sample from the background well MW-206B and one sample from each of the three downgradient wells (MW-201B, MW-202B, and MW-203B) will be collected for analysis for dissolved arsenic, barium, cadmium, chromium, lead, mercury, silver, selenium, and cyanide. These parameters were selected based on the historical use of the Site and the historical groundwater quality data obtained and are appropriate for detecting the potential release of hazardous constituents from the contained waste. A written summary of: the previous calendar year's chemical sampling conducted; the field procedures followed; and observations made will be included in the annual report to the Commissioner along with the tabulated analytical results. A data deliverable package (as described in Table 1) for the current year's sampling activities and the required statistical analysis for each of the chemical parameters in each of the monitored wells will also be provided.

The above tasks represent the groundwater chemical monitoring program. The quality assurance project plan (QAPP) for Pace Analytical Services (the selected analytical laboratory for this program) dated August 4, 2004 (Attachment A). In the event

RACER Trust proposes to utilize an alternative laboratory, RACER Trust will submit a QAPP for the alternate laboratory to IDEM.

4. Field Equipment Operation and Maintenance Plan

Proper operation and maintenance of field equipment is necessary to ensure that the monitoring data collected is accurate and precise. The methods and procedures to be used to obtain, analyze, and evaluate data at the subject are described below. The methods include the following:

- Groundwater and Total Depth Gauging Procedures
- Groundwater Collection, Packaging and Chain-of-Custody Procedures
- Decontamination Procedures
- Water Level Indicator Maintenance

4.1 Groundwater and Total Depth Gauging Procedures

Water levels and total depths will first be measured in all exterior monitoring wells (i.e. "B" and "C" wells) beginning with the hydraulically upgradient wells (southwest to northeast). Following measurements of water level and total depth in each of the exterior wells, the water level indicator will be decontaminated. Water level and total depth will then be measured in each of the interior wells (i.e. "A" wells). The water level indicator will be decontaminated after measurements in each well. Static water level and total depth in each monitoring well will be measured with a contact electronic water level indicator with 0.01 foot measuring increments and recorded to the nearest 0.01 foot using a Solinst Model Number 101 (or equivalent). The data will be recorded on a standard form specific to the Site that is provided as Table 2.

The level indicator consists of a graduated tape, sensory probe, and a buzzer and/or light. The graduated tape provides an electrical connection between the sensory probe and the buzzer and/or light. The tape is unwound to lower the sensory probe into the monitoring well. When the probe makes contact with the water, the electrical circuit is completed and the buzzer sounds and/or the lamp lights up. The depth is recorded

from the graduated tape at the reference notch on the top of the riser for each of the monitoring wells.

The total depth will be measured by allowing the probe to rest at the bottom of the well. The graduated tape is pulled so there is no slack in the tape and the tape is gently resting on the bottom of the well. The depth on the graduated tape is recorded at the reference notch on the top of the riser for each monitoring well. The water level and total depth can then be assigned an elevation according to means sea level (MSL) relative to the surveyed MSL elevation of the north lip of the casing at the relative monitoring well.

4.2 Groundwater for Chemical Analysis

One sample from the upgradient well (MW-206B) and each of the three downgradient wells (MW-201B, MW-202B, and MW-203B) will be collected for analysis. Sampling of groundwater from the selected monitoring wells will be conducted following the gauging activities described above at the respective well. Based on the historical depth to groundwater data, the limited volume of water expected to be present in each of the wells, and the chemical parameters to be measured, a submersible variable rate pump (i.e., bladder pump or equivalent) will be utilized to purge and sample each of the wells. The samples will be collected using Low Stress/Low Flow Methods. Samples collected for dissolved metals analysis will be filtered in the field using a dispos-a-filter™ (or equivalent) 0.45 micron (μm) high capacity in-line disposable filter (single-use cartridge system) prior to placing the sample into the sample bottle. Clean, pre-preserved sample containers obtained directly from the analytical laboratory will be used during this program.

Samples will be analyzed for arsenic, barium, cadmium, chromium, lead, mercury, silver, selenium and cyanide. Analytical methods, bottle requirements and sample preservative requirements are listed in the following table.

Sample Containers and Preservation Table

Analyses / Method / Estimated EQL	Matrix	Sample Containers	Preservation	Maximum Holding Time from Sample Collection*	Volume of Sample
Cyanide SW-846 9012 EQL = 0.02 mg/L	Groundwater	500 mL polyethylene	Cool to 4° C, NaOH to pH >12	14 days	Fill to neck of bottle
Mercury SW-846 7470A EQL = 0.002 mg/L	Groundwater	500 mL polyethylene lined cap, field filtered (0.41 µm)	Cool to 4°C, HNO ₃ to pH<2	28 days	Fill to neck of bottle
Ag, As, Ba, Cd Cr, Pb, and Se SW-846 6010B EQL for As and Se=0.01 mg/L; Ba=0.1 mg/L; Pb and Cr=0.01 mg/L; Ag = 0.05 mg/L Cd = 0.005 mg/L	Groundwater	500 mL polyethylene, field filtered (0.45 µm)	Cool to 4°C, HNO ₃ to pH<2	180 days for Metals	Fill to neck of bottle

*Technical Holding Times are based on time elapsed from time of sample collection.

One set of quality assurance/quality control (QA/QC) samples (MS/MSD, field duplicate, and field equipment blank) will be collected for analysis during each sampling event.

To commence sampling activities, personnel will record the appropriate well information and current gauging data on the Well Purging Field Information Form and Monitoring Well Record for Low-Flow Purging that is provided as Figure Nos. 2 and 3. The pump, safety cable, tubing and electrical lines will be lowered into the well so that the pump intake will be at the mid-point of the saturated portion of the well screen to prevent disturbance and resuspension of any sediment in the screen base. Prior to starting the pump, the water level will be measured again with the pump in the well leaving the water level measuring device in the well when completed. The well will be purged at a rate of 100 to a maximum of 500 milliliters per minute (mL/Min). During purging, the water level will be monitored approximately every 5 minutes, or as appropriate. A steady flow rate will be maintained that results in a drawdown of 0.3 feet or less. The rate of the pumping will not exceed the natural flow rate conditions of the well being sampled. Adjustments made to the pumping rates and water levels immediately after each adjustment will be recorded. The field indicator parameters (pH, temperature, conductivity, ORP, DO and turbidity) will be measured through a flow-through cell and monitored every five minutes during the purging of the well. Stabilization is considered to be achieved when the final groundwater flow rate is achieved, and three consecutive readings for each parameter are within the following limits:

- pH: ± 0.1 pH units of the average value of the three readings;
- temperature: $\pm$ three percent of the average value of the three readings;
- conductivity: ± 0.005 milliSiemen per centimeter (mS/cm) of the average value of the three readings for conductivity < 1 mS/cm and ± 0.01 mS/cm of the average value of the three readings for conductivity > 1 mS/cm.
- ORP: $\pm$ ten millivolts (mV) of the average value of the three readings;
- DO: $\pm$ ten percent of the average value of the three readings; and
- Turbidity: $\pm$ ten percent of the average value of the three readings, or a final value of less than 5 nephelometric turbidity units (NTU).

Should stabilization not be achieved for all field parameters, purging will be continued until a maximum of 3 standing water volumes have been purged from the well. The pump will not be removed from the well between purging and sampling. Water

removed during the purging process will be temporarily contained, and (based on analytical data) disposed of properly.

Samples will be collected directly from the disposable tubing connected to the pump with the groundwater being discharged directly into the appropriate sample container. Samples shall be collected and containerized in order of the parameters' volatilization sensitivity (most volatile parameters will be collected first) as sufficient groundwater has entered the wells.

In the event that there is insufficient groundwater to sample for all required parameters the sample collection team shall return to the well at time intervals not to exceed two hours to complete the sampling. If after twelve (12) hours from purging there is not sufficient groundwater to collect all parameters, the attempt to collect samples will halt and the final purge volume and field parameters measured will be recorded on the Monitoring Well Record for Low-Flow Purging (Figure 3).

Upon completion of the purging process, the required number of samples (one sample will be collected from each monitoring well) will be obtained by directly discharging groundwater from the disposable tubing connected to the pump into a laboratory prepared and preserved bottle for cyanide analysis. Groundwater samples collected for dissolved metals analysis will be filtered in the field using a dispos-a-filter™ (or equivalent) 0.45 micron (μm) capacity in-line disposable filter. Once field parameters have stabilized from the background well, each individual sample is collected (total of four individual samples). For low stress/low flow sampling, samples will be collected at a flow rate between 100 and 250 mL/min and such that drawdown of the water level within the well down not exceed the maximum allowable drawdown of 0.3 feet.

The filter is placed at the end of the tubing from the down-well pump. The water is discharged from the end of the filter directly into the sample container. The filter is supplied in a sealed plastic bag and is not removed from the bag until it is ready to be used.

Sample information including sample location, date and time of collection, sampler's initials, and parameters requested will be entered onto the sample container label. The sample container will then be placed on ice in a cooler in a manner to prevent breakage (e.g., wrapped in bubble wrap or placed in custom plastic holders) for shipment to the analytical laboratory. Samples will be either shipped overnight by

commercial carrier, or delivered directly to the laboratory by the day following sample collection.

A complete Chain-of-Custody Form will accompany each cooler. An example is provided as Figure No. 4, however it is probable that the forms actually used will be provided by the analytical laboratory and will be substantially equivalent. A fully executed Chain-of-Custody form with all appropriate signatures will be returned by the laboratory along with the analytical data to document proper sample custody.

The Well Purging Field Information Form (Figure 2), Monitoring Well Record for Low-Flow Purging (Figure 3), data deliverable requirements as described in Table 1, and Chain-of-Custody forms will be included in the annual report submitted to the Commissioner.

4.3 Data Analysis

The statistical procedure for the comparison of the background well to compliance wells will be conducted in accordance with USEPA (1989, 1992, 2006, 2007a) and Indiana state (IDEM 1997, Indiana Administrative Code [IAC] 2004) guidance. These documents provide guidelines for the evaluation of groundwater quality that are protective of both human health and the environment. The first step in this process is conducting exploratory data analysis of both the background and compliance well datasets to ensure that observations within each dataset are representative of single populations and follow consistent temporal trends. There are multiple statistical techniques to compare concentrations in background and compliance wells depending on sample size, degree of censoring (i.e., the presence of nondetects), and probability distribution. The first technique relies on a point-by-point comparison of individual compliance wells to a single background screening level (BSL), which is based on a statistic such as an upper tolerance limit (UTL). The second technique involves hypothesis testing to compare the central tendencies or upper tails of distributions in background and compliance wells. These approaches are detailed along with recommendations for their implementation.

4.3.1 Exploratory Data Analysis

The exploratory data analysis techniques described below will be used to evaluate distribution and temporal trends within both the background well and compliance wells. As previously described, the purpose of this analysis is to ensure that observations within each dataset (i.e., background versus compliance) are representative of single populations and follow consistent temporal trends. The techniques described below are consistent with current practice and statistics guidance (e.g., USEPA 2006; 2007a). However, the existing data have a high percentage of nondetects, which limits the types of statistical evaluations that can be performed. These limitations are discussed where appropriate in the following sections.

4.3.1.1 Data Processing

Prior to conducting a statistical analysis of the background and site data, data processing may be needed. If a sampling event for a well/analyte/day includes replicates, the following steps will be used to generate a single composite result:

1. Where all replicates are nondetect, the maximum reporting limit is used;

2. Where replicates include one detect and multiple nondetects, the detect is used;
3. Where replicates include one nondetect and multiple detects, the Kaplan Meier mean is used; and
4. Where replicates include all detects, the arithmetic mean is used.

Data will sometimes be reported with different numbers of significant figures, which is an indication of variability in the precision of an analytical result. For a replicate group, the result from the data processing steps will be presented with the same number of significant figures as the original reported value for cases (1) and (2). For cases (3) and (4), the mean will be reported using significant figures match the replicate value with the fewest significant figures. Once replicates have been processed, the full data set for a given analyte will be utilized to calculate a BSL. The final BSL will be reported using significant figures that match the majority of the samples in the dataset, typically either 2 or 3 significant figures.

4.3.1.2 Probability Plots

Probability Plots (p-plots) serve multiple purposed in exploratory data analysis for establishing background conditions. They allow for a visual inspection of the goodness-of-fit (GOF) to normal, lognormal, and gamma distributions, to accompany more formal statistical tests for GOF (see Section 4.3.2.1). Inflection points or changes in slope can indicate that the data represent a mixture of multiple populations, which may reflect multiple background sources, or a combination of background and site-related sources. Finally, p-plots can be used to identify extreme values in the upper tail of a distribution, which may be indicative of suspected outliers. The identification out outliers is the first step in an outlier analysis, which is an important component of the exploratory data analysis of background data (see Section 4.3.2.2). Probability plots formatted as quantile-quantile plots (Q-Q plots) will be generated for this analysis. Q-Q plots show the quantiles of the empirical distribution versus the quantiles of the hypothesized distribution. Because standard UTL calculations and USEPA guidance (2007a) focus on the normal, lognormal, and gamma distributions, GOF evaluations will also focus on these three distributions. However, the data do not have to fit one of these distributions in order to be used in the evaluation. A straight-line fit on a Q-Q plot suggests the data are from a single population with the specified distribution.

4.3.1.3 Box Plots

A box plot shows the interquartile range (i.e., 25th and 75th percentiles), measures of central tendency (e.g., 50th percentile, arithmetic mean), spread of the data, and extreme values. When data from multiple wells are presented side-by-side for the same constituent, this graphic can help to determine if each well is representative of the same hydrostratigraphic unit. Box plots can also help to identify potential outliers based on the product of the interquartile range (IQR = 75th - 25th percentiles) added to the 75th percentile. Commonly, values that exceed the 75th percentile plus 1.5 times IQR are considered moderate outliers, whereas values that exceed 75th percentile plus 3.0 times IQR are extreme outliers. Side-by-side box plots will be generated to compare background and compliance wells. These box plots will include a tabular summary of selected statistics, including sample sizes (detects, nondetects, and total), the minimum, maximum, arithmetic mean, median, and standard deviation of detected results, and a range of percentiles (25th, 50th, and 75th).

4.3.1.4 Trend Analysis

In general, trend plots show the concentrations over time within a well or within all background or compliance wells. These plots can reveal patterns in the data, such as periodic fluctuations (e.g., seasonality), or a consistent trend (increasing or decreasing) in the data. These plots are particularly useful for evaluating data from wells in unimpacted areas because reporting limits for nondetects may change over time, thereby masking any real changes in groundwater quality.

Two statistical tests will be used to evaluate trends for wells in background and compliance wells: Mann-Kendall Test and Sen's Slope Estimator. Each test has the flexibility to accommodate any particular distribution form, and each is relatively insensitive to outliers and nondetects (values less than reporting limits). For the Mann-Kendall Test, a series of pairwise slopes are calculated to determine the change in the concentration divided by the time interval between sequential sampling events. A test statistic "S" is computed based on the difference between the number of pairwise slopes that are strictly positive differences and negative differences. The null hypothesis of no trend (equal numbers of positive and negative differences) is evaluated at a 95% confidence interval, which for Sen's Slope is based on a calculation of the 95% confidence interval for the median of the pairwise slopes.

Sample size requirements for characterizing background conditions depend on the number of wells and the number of observations per well. USEPA (1989)

recommends a full year ($n = 4$ quarters) of sampling per well for units represented by at least four wells, or $n = 8$ per well for units represented by fewer than four wells. A minimum of four sampling events per well is needed to run the Mann-Kendall and Sen's Slope Tests. If the data contain nondetects, a minimum of four detects is needed and the reporting limits of nondetects are closely evaluated to determine the influence of nondetects on the slopes (e.g., historical data with high reporting limits). For these tests, nondetects are included at one-half the reporting limit and nondetects greater than twice the maximum detected concentration are excluded in order to minimize potential biases in the trend analysis due to differences in reporting limits over time.

The Mann-Kendall and Sen's Slope Tests require an aggregation procedure when there are observations from multiple wells on any given day. Gilbert (1987) provides an elaborate procedure to adjust the variance of the test statistic, S , but also suggests a reasonable alternative is to calculate a summary statistic, such as the mean or median. For this analysis, the following data processing steps will be implemented: 1) sort co-occurring observations in ascending order and calculate the relative percent difference ($RPD = 100\% \times (\min - X_i) / (0.5 \times (\min + X_i))$) and retain all observations, X_i , for which $RPD \leq 50\%$; 2) calculate the arithmetic mean of observations retained in Step 1. This procedure reduces the chance of introducing anomalous, high concentrations from a single well in the calculation of the concentration that is intended to be representative of the overall unit on a given day.

Several variations of trend plots will be generated to evaluate temporal variation in background and compliance wells. Trends will be evaluated within individual wells and also for data pooled across background or compliance wells.

The Mann-Kendall test for trend requires that sample locations used in the test do not exhibit seasonal variability. Trend plots will be inspected for potential seasonal cycles (e.g., quarterly intervals). For datasets with suspected seasonality, hypothesis testing will be conducted with Kruskal-Wallis tests to determine if there are statistically significant ($\alpha = 0.05$) differences in means of data grouped by season. If seasonal cycles are present in the data, the Seasonal-Kendall (SK) tests for trend will be used (Hirsch et al., 1982; Gilbert, 1987). The SK test performs the Mann-Kendall trend test for individual seasons of the year and then combines the individual results into one overall test. USGS generally recommends that a minimum of 5 years of data be collected to perform the SK test (Helsel, Mueller, and Slack, 2006). Many approaches to deseasonalizing data exist. The simple method suggested by USEPA (USEPA, 1989, Section 7.2) will be utilized to adjust the concentrations prior to conducting subsequent statistical analysis described below.

4.3.2 Statistical Analysis of Background Data

Two conventional approaches for conducting comparisons of site data to background data include establishing BSLs for point-by-point comparisons (determining if one or more site observations exceeds the BSL), and applying hypothesis tests to determine if the overall distributions are the same. The point-by-point approach is inherently conservative – it is prone to high Type I error rates (identifying concentrations at a site as elevated when, in fact, they are not) because the probability of an exceedance of the BSL is a function of the number of comparisons (sample size of the site data set). For site data sets with $n=10$ observations, the probability of at least one “false” exceedance of a BSL with 95% coverage of background concentrations may be greater than 40%^{1,2}. By contrast, hypothesis tests are implemented to determine if differences in the central tendency (mean/median) or upper tails of the distributions are statistically significant. Two-sample hypothesis tests are not subject to high error rates, and Type 1 error rates for multiple sample comparisons (through a one-way analysis of variance [ANOVA] can be easily corrected (e.g., Bonferroni adjusted $\alpha \approx (\text{desired } \alpha/n)$). Furthermore, applying both evaluations of central tendency and upper tails ensures that the approach is protective.

Statistical guidance on implementing point-by-point comparisons and hypothesis testing is available from 329 IAC 10-21-6 (2004) and USEPA (USEPA 1992, 2006, 2007a). USEPA (2007b) indicates that methods that compare the distributions, and in particular hypothesis tests, are preferred, provided sufficient sample sizes (e.g., 8-10 observations with at least 5 detects) are available in both the site and background datasets. The remainder of this section addresses statistical procedures for both of these techniques and offers recommendations for their implementation.

¹Type 1 error is a function of the sample size (n) of the Site data set. The probability that at least one Site observation is greater than a one-sided 95% UTL of the background distribution (a Type I error rate) is given by $\alpha = \Pr(Y \geq \text{UTL}) = 1 - \Pr(Y < \text{UTL}) = 1 - 0.95^n$, assuming the UTL is equivalent to the 95th percentile. For $n=1$, $\alpha=0.05$, but for $n=10$, $\alpha = 1 - 0.95^{10} = 0.401$.

²USEPA (1992) acknowledges high rates of false positives, but cautions against reducing α to achieve an overall Type 1 error rate due to the loss of power (increase in Type II error rate – probability of identifying the site as uncontaminated when, in fact, it is). Ideally, additional site data would be collected (USEPA 1992, 2007a).

4.3.2.1 Goodness-of-Fit Testing

Goodness-of-fit testing is performed to determine if parametric or nonparametric statistical methods are most appropriate for calculating BSLs or conducting hypothesis testing. Consistent with UWEPA guidance (USEPA 2007a, 2007b), data will be evaluated for fits to normal, lognormal, and gamma distributions using methods appropriate for the sample size and degree of censoring. Data will be evaluated for fits to normal and lognormal distributions at $\alpha=0.05$ significance levels using Shapiro Wilks test for $n \leq 50$ and Lilliefors test for $n > 50$. Anderson Darling and K-S tests will be used to evaluate fits to gamma distributions. Nondetects introduce uncertainty in GOF testing and many methods have been proposed to conduct GOF testing of left-censored data (refer to Helsel, 2005 and USEPA, 2007b for comprehensive overviews). Methods that rely on substitution of a constant (e.g., $\frac{1}{2}$ reporting limit) have been shown to yield unreliable results, even for censoring levels as low as 5% (Helsel, 2005; USEPA, 2007b). Therefore, two alternate methods will be applied in this analysis: 1) GOF on detects only; and 2) GOF on rank-ordered statistics (ROS) (USEPA, 2007a, b). Agreement between the two methods provides supporting evidence for the selection of statistical methods that depend on GOF test results. If the results of the two methods are not the same, visual inspection of the probability plots (Section 4.3.1.2) will be used to determine if the fit is sufficient to apply parametric approaches.

4.3.2.2 Outlier Analysis

Outliers are measurements that are extremely large or small relative to the rest of the data and, therefore, are suspected of misrepresenting the population from which they were collected (USEPA 2006). A primary step in any statistical analysis of groundwater data involves an evaluation of potential outliers. This is particularly important when the objective of the analysis is to establish BSLs or conduct hypothesis testing because summary statistics can be biased high by the presence of one or more outliers. Overestimates of the BSLs or the presence of outliers when conducting hypothesis testing can reduce the power of statistical tests to identify areas where concentrations are elevated above background conditions.

An outlier may represent a true extreme value from a highly variable data set, or it may represent an erroneous measurement. When data are grouped by well location and compared across wells, consistent differences in the distribution of one or more constituents within a given well may indicate that the well is representative of a different population. A qualitative evaluation of quantile-quantile plots and side-by-side

box plots will be conducted to identify a subset of “suspected outliers”. Statistical tests for outliers will also be conducted to determine if there is sufficient evidence of the likelihood (probability) that one or more extreme values is inconsistent with the remainder of the data at a specified significance level. Depending on characteristics of the data set for each constituent (e.g., sample size, distribution, and degree of censoring), the appropriate statistical test for outliers will be selected from Dixon’s test, Rosner’s test, Walsh’s test, and the IQR test:

- If data excluding suspected outlier(s) are approximately normally distributed (or can be transformed to a normal distribution) and the data set contains a low percentage of nondetects (<15%), Dixon’s test is used if the sample size (n) < 25 and Rosner’s test is used if $n \geq 25$. Prior to conducting either test, Rank Order Statistics (ROS) methods will be utilized to estimate nondetect values for these tests.
- If data excluding suspected outlier(s) are approximately normally distributed (or can be transformed to a normal distribution) and the data set contains greater than 15% nondetects, the IQR test will be used.
- If the data excluding suspected outlier(s) are not approximately normally distributed (or cannot be transformed to a normal distribution) and the data set contains greater than 15% nondetects, the IQR test will be used.
- If the data excluding suspected outlier(s) are not approximately normally distributed (or cannot be transformed to a normal distribution), Walsh’s test is used if $n \geq 60$ and IQR test is used if $n < 60$. Note that Walsh’s test will be performed at $\alpha = 0.10$ if $n < 220$.

These tests alone cannot determine whether a statistical outlier should be discarded or corrected within a data set. Removing accurate data with high values and failing to remove outliers that arise from erroneous measurement are opposite kinds of errors that can both lead to a distorted estimate of summary statistics (USEPA, 2006). Therefore, the decision to evaluate BSLs and hypothesis tests with and without statistical outliers will be based on both professional judgment and results of the statistical analysis.

4.3.2.3 Calculation of Background Screening Levels

State and federal guidance indicate BSLs for a groundwater dataset can be based on one of several representative statistics, commonly an upper tolerance limit (UTL) or upper prediction limit (UPL) (329 10-21-6(f)(3)[IAC 2004]; ASTM, 1998; USEPA 1989, 1992, 2006, 2007a). A UTL contains a proportion of the population, whereas a UPL contains one or more future observations. In general, a UTL is the appropriate statistic

when the intent is to compare data from unimpacted areas with data from potentially impacted areas (USEPA, 1989 – Section 5). Since this is the goal of the compliance monitoring effort for this site (i.e., comparison of concentrations from upgradient and downgradient wells), a UTL is used in this analysis. UTLs provide an interval within which at least a certain proportion of the population is “contained”, sometimes referred to as “coverage” or percentile (USEPA 2006). This coverage can be achieved “on average” or with a specified probability or level of confidence:

- Average coverage – a tolerance interval is constructed so that it contains *on average* $\beta 100\%$ of the population (i.e., the average coverage is $\beta 100\%$).^{3,4}
- Confidence limit on coverage – a tolerance interval with confidence level $(1-\alpha)100\%$ is constructed so that it contains *at least* $\beta 100\%$ of the population (i.e., the coverage is at least $\beta 100\%$) with probability $(1-\alpha)100\%$.

For this analysis, the proposed statistical methods are based on a one-sided 95 percent confidence interval for the 99th percentile (95/99 UTL). Several methods may be used to calculate a UTL. The appropriate method generally depends on the degree of censoring, whether the data can be fit to a probability distribution (e.g., normal, lognormal, gamma), skewness of the distribution, and whether the desired coverage can be achieved (USEPA 2007a). A hierarchy for selecting the appropriate method for calculating the BSL is given in the table below.

Sample Size	Censoring	Distribution	Skewness	Statistic Used for BSL
$n < 8$	Detects < 8	NA	NA	Maximum detect
$n \geq 8$	Detects < 5	NA	NA	Maximum detect
	Detects ≥ 5 FOD = 100%	N N and LN N and LN and G	NA	Normal 95/99 UTL
		LN	NA	Lognormal 95/99 UTL

³Note that there is no explicit confidence level associated with this tolerance interval; for purposes of comparison with tolerance limits with confidence intervals, this type of approach is sometimes described as yielding a tolerance interval with a confidence level of about 50%.

⁴A tolerance interval with average coverage of $\beta 100\%$ is equivalent to a prediction interval for $k=1$ future observations with associated confidence level $\beta 100\%$.

Sample Size	Censoring	Distribution	Skewness	Statistic Used for BSL
		G LN and G	NA	Gamma 95/99 UTL
		not N, LN, or G	NA	Nonparametric 95/99 UTL Or Poisson 95/99 UTL ¹
	Detects ≥ 5 FOD < 100%	N or LN	Mild ²	Kaplan-Meier 95/99 UTL
			Moderate to High ²	Nonparametric 95/99 UTL or Poisson 95/99 UTL ¹
		not N or LN	NA	Nonparametric 95/99 UTL or Poisson 95/99 UTL ¹

Abbreviations: FOD = frequency of detects (detects/n); G = gamma distribution; LN = lognormal distribution; N = normal distribution; n = sample size; NA = not applicable; ND = nondetect

¹Rank-ordered statistic; for $n \leq 299$, the nonparametric UTL is equal to the maximum and the average Coverage of the maximum is given by $n/(n+1)$ (Conover, 1999). For larger sample sizes, values less than the maximum may achieve 99% coverage with 95% confidence.

²Skewness is quantified by the standard deviation of the natural logarithm of the detects ($\sigma_{\ln}$). Mild skew Corresponds to $\sigma_{\ln} < 1$; Moderate to high skew corresponds to $\sigma_{\ln} \geq 1$ (USEPA, 2007a).

A minimum of $n=8$ observations and $n=5$ detects is needed in the background data set in order to evaluate goodness-of-fit to normal, lognormal, and gamma distributions (USEPA, 2007a). Datasets with all nondetects will not be used to establish a true BSL, although observations will be noted regarding the maximum reporting limit compared to the concentrations (or detection limits) in the compliance well dataset. If the dataset includes at least one detect, either parametric or nonparametric methods will be used, as described below. A UTL that provides 99% coverage with 95% confidence is readily attainable with a sample size of $n=16$ if a parametric method can be used. Nonparametric methods based on the maximum detect require very large sample sizes (i.e., $n \geq 299$) to achieve 95% confidence of 99% coverage (see Table A-5 of Conover, 1999).

The distribution of the background dataset will be assessed as discussed in Section 4.3.2.1. For full datasets, parametric UTLs will be calculated for normal, lognormal, and gamma distributions. For full datasets that do not follow a discernable distribution, either a nonparametric 95/99 UTL or Poisson 95/99 UTL will be calculated. A nonparametric UTL may be based on a rank-ordered value in the dataset. For sample sizes less than 299, the nonparametric 95/99 UTL is equivalent to the maximum detect (Conover 1999). If the rank-ordered statistic selected to represent the nonparametric 95/99 UTL does not achieve the appropriate coverage (i.e., 99%) for a given sample size on average, then the Poisson UTL will be calculated based on methods

described by Gibbons (1987, 1994) and USEPA (1992). For left-censored data, the Poisson parameter will be determined by Kaplan-Meier (KM) methods, which are recommended by USEPA (2007a) as the most robust nonparametric maximum likelihood estimation technique. Specifically, the sum of the concentrations will be estimated by the product of the KM mean and the total sample size (detects and non detects).

For censored datasets that follow a normal or lognormal distribution the choice of method will depend on the skewness, as determined by the standard deviation of the log-transformed data (detects only) (σ). Datasets with $\sigma \leq 1.0$ are considered mildly skewed, whereas datasets with $\sigma > 1.0$ are considered moderately to highly skewed (USEPA, 2007b). UTLs for mildly skewed datasets will be approximated using the Kaplan-Meier 95/99 UTL, while UTLs for moderately to highly skewed datasets will be approximated using the nonparametric or Poisson 95/99 UTL (as described above).

With parametric methods applied to background data (with or without nondetects), sometimes a calculated UTL is greater than the maximum detected concentration. This represents a source of uncertainty in the BSL, and usually occurs when the sample size is low and the variance is high. In such cases, the BSL will be based on the UTL, and it will be noted that the UTL exceeds the maximum detected concentration.

Comparisons will be made on a point-by-point basis to determine if one or more site observations exceeds the BSL. For this analysis, the comparison of site data to BSLs will serve as a preliminary screening step. As indicated above, this type of analysis is prone to high Type I error rates. Therefore, constituents for which one or more exceedances are noted in the site dataset will be subsequently evaluated using hypothesis test, as described in the following section.

4.3.2.4 Hypothesis Testing

Hypothesis tests can be used to determine if differences in the distributions of two data sets are statistically significant. Hypothesis testing will be used in this analysis to evaluate the site and background distributions, and these results will complement the BSL approach described above. Background and site data sets can consist of samples collected at different times and locations. The question addressed by hypothesis tests is whether or not the overall variability for the site population is consistent with that of the background population. As with most statistical tests, the probability of falsely concluding that the concentrations in the site data are higher than background can be

specified by the Type I error rate (e.g., $\alpha=0.05$). It should be noted that USEPA (2007a, 2007b) recommends using hypothesis testing only if both datasets contain at least 8-10 observations (including nondetects).

Two types of hypothesis testing can be conducted: a comparison of central tendencies (means or medians), and a comparison of the upper tails of the distributions. The test of central tendency either tests the means (i.e., a t-test) if both data distributions are normal without nondetects, or the medians (i.e., Wilcoxon Rank Sum test or Gehan's test) as described in USEPA (2007a; 2007b). The Wilcoxon Rank Sum test is conducted when the data contain nondetects and a single reporting limit. Gehan's test can be used instead of the Wilcoxon Rank Sum test in cases when the two datasets contain more than one unique reporting limit.

The quantile test is a non-parametric test used to detect a shift in the right tails of the site and background distributions. The test does not require a distributional assumption; however the test cannot be performed when there are nondetects among the largest 'r' values in the datasets (USEPA, 2007a; 2007b). Therefore, nondetects in the upper tails should be removed and the quantile test run a second time with the nondetects removed from the 'r' largest values.

If both the central tendency and upper tails hypothesis tests conclude that the null hypothesis (e.g., H_0 = no statistically significant difference between site and background) cannot be rejected then it may be concluded that site is not elevated above background (at $\alpha=0.05$). If one or both of the statistical tests shows a statistically significant difference between site and background (at $\alpha=0.05$), then the null hypothesis may be rejected in favor of the alternate hypothesis that some site locations may be elevated as compared to background.

4.4 Decontamination Procedures

The water level indicator will be cleaned before being brought to the Site. The water level probe and tape will be decontaminated after completion of measurements in each monitoring well by a three-step process: (1) spray with a diluted non-phosphate detergent such as Liquinox, (2) spray with deionized water, and (3) wipe off using clean paper towel. The decontaminated water level meter shall not be placed "directly" on the ground surface prior to insertion in a monitoring well, or if it is necessary to place it on the ground, it will be placed on a clean surface such as the meter's carrying case, a plastic bucket, or a plastic garbage bag.

Either separate dedicated purging and sampling pumps will be supplied for each well, or one pump will be used to purge and sample all wells. If dedicated pumps are supplied for each well, the pump will remain in the well between sampling events and decontamination will not be required. If a single submersible pump is used to purge and sample all wells, the pump will be thoroughly decontaminated between each well. Decontamination information such as time/date/method for reusable well pumps will be completed in the 'Notes' section of Figure 2. New tubing will be used for each well and all used tubing will be properly discarded. The submersible pump will be decontaminated by submerging the pump in a 5-gallon bucket of diluted non-phosphate detergent, and pumping the detergent solution through the pump. The pump will then be submerged into a bucket of deionized water to rise out the pump. Rinse water will be drained from the pump. The suspension cable and electrical line will be decontaminated as described above for the water level indicator.

4.5 Water Level Indicator Maintenance

The water level indicator will be maintained to perform as the manufacturer warrants. The probe will be kept clean and dry. Batteries will be charged, electrical connections will be tested, and the buzzer and lights will function properly. All maintenance will be performed prior to the monitoring activities. The initial 50 foot portion of the water level indicator (approximately 10 feet more than the deepest groundwater elevation) will be inspected for stretch-in-tape before each monitoring event. It will be measured using a graduated survey tape that measures in 0.01 foot increments. The survey tape will not be used in the field, and its sole purpose will be for comparison to the water level indicator tape. The water level indicator tape will be replaced when stretch exceeds 0.01 feet anywhere along the tape. Tape that cannot be cleaned to a visibly acceptable appearance or that is excessively bent or kinked, will not be used.

4.6 Calibration Methods for Field Equipment

Field indicator parameter sensors (pH, ORP, conductivity and DO) will be calibrated the start of the sampling event using an appropriate calibration fluid. Calibration methods will be completed each subsequent day the sampling event extends. Documentation of calibration activities will be completed on the Instrument Calibration Record attached as Figure 5. The turbidity sensor is required to be calibrated once per year and is completed by the equipment supplier.

5. Monitoring Well Redevelopment and Replacement Criteria

The monitoring wells will be gauged semi-annually to determine the degree of siltation in the monitoring wells. Monitoring wells will be redeveloped if greater than one foot of siltation is noted in the well (i.e. the total depth of the well is measured to be less than the total depth indicated on the revised monitoring well construction diagrams by one foot or more). Redevelopment will first consist of pumping the well to reduce silt to within 0.1 feet of the as-built depth. A purge pump such as an Envirotech Purger DC-60 or equivalent will be used. The pump will be properly decontaminated before and after each use. The pump and associated tubing will be lowered into the well and the pump activated. The pump may be raised and lowered in the well during operation in order to help suspend any sediment and allow for its removal. In the event the well runs dry, the pump will be turned off and the well allowed to recover. Upon recovery, pumping will resume. If determined appropriate, a hand surge block may also be used to help suspend and remove sediment from the well screen. Redevelopment will be complete when the total depth of the well is within 0.2' of the as-built construction well depth or the redevelopment water is sediment-free.

Monitoring wells from which samples are collected will be replaced if siltation of greater than 50% (five feet) of the well screen is measured in the first semi-annual gauging event following redevelopment. Replacement of monitoring wells used only for hydraulic monitoring will be evaluated to determine if replacement is necessary. In addition, wells will be replaced and repaired if they have been damaged to a point to which water level or total depth cannot be measured or from which samples cannot be collected.

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RACER Trust
2930 Ecorse Road
Ypsilanti, MI 48198

March 28, 2012

Dear Mr. Hare:

Re: Class 1 Permit Modification with Prior Approval
RACER Trust - Closed Surface Impoundment
Indianapolis, Indiana
INR 000 021 436

On March 26, 2012, IDEM issued a Class 1 Permit Modification with prior approval to RACER Trust. Upon review of this letter, IDEM noticed Appendix K - 2012 Budget Authorization Documentation was missing from letter. Please proceed with including the enclosed Appendix K documentation to the effective permit.

If you have questions, please contact Jennifer Reno at jreno@idem.in.gov or (317) 234-8243.

Sincerely,

Victor P. Windle, Chief
Hazardous Waste Permit Section
Permits Branch
Office of Land Quality

jar

Enclosure

cc: Jim Risch, Office of Land Quality (with enclosure)
Harold Templin, Office of Land Quality (with enclosure)
Shyamala Raman, Office of Land Quality (with enclosure)

Appendix K

2012 Budget Authorization

Appendix K

2012 Budget Authorization



November 15, 2011

Ms. Jennifer Reno
Indiana Department of Environmental Management
100 North Senate Avenue
Indianapolis, IN 46204

RE: 2012 Budget Authorization
Former AGT Surface Impoundment
USEPA ID No. INR000021436

Dear Ms. Reno:

A Remediation Cost Estimate Summary ("RCES") was prepared for each of the former General Motors sites controlled by Motors Liquidation Company ("MLC"). When the Bankruptcy Court approved the formation of the Revitalizing Auto Communities Environmental Response Trust ("RACER") the budgets adopted by MLC provided the basis for the allocation of funding for each site listed on Attachment A to the Environmental Response Trust Consent Decree and Settlement Agreement ("Settlement Agreement"). The anticipated scope of work and the schedule for each site were also included in each RCES.

Under the Settlement Agreement RACER is obligated annually to prepare and review with the applicable lead agency a proposed budget and schedule. The budget must be approved by the lead agency.

This letter is intended to explain any adjustments to the scope of work or other modifications to the RCES to create an evolving record of the scope of work and budget for each site. Because the original RCES was based by necessity on a range of assumptions, as new and better information is developed for each site the scope of work and budgets must be refined accordingly. This letter highlights and documents those changes and explains how issues have evolved at the site based on new or better information. It is intended that this summary will be prepared for each site each year until the conclusion of the remedial work.

Modifications from 2011 Edition of the RCES

1. To facilitate project management and reduce an unnecessarily complicated task breakdown structure, many tasks in the RCES have been combined.
2. RACER Trust plans to submit a Permit Modification with Prior Approval in 2011 to reduce the groundwater monitoring at the site to an annual basis and reduce the frequency for settlement monument survey to an every three-year basis.

Based on conversations with IDEM, RACER Trust is including annual groundwater monitoring and will not include surveying of the settlement monuments.

3. Budget has been reallocated to years where the task is likely to be completed, whereas the original RCES spread costs out amongst all years.

Project and Schedule Summary

The operation and maintenance for this site has been on-going for 15 years. Pumping from the extraction system occurs approximately every three to five years, depending on rise rate of the groundwater within the slurry wall. Certain tasks are completed on a quarterly or annual basis. Groundwater monitoring is expected to be completed on an annual basis while groundwater gauging inside and outside the slurry wall will be completed on a semi-annual basis. The mowing of the property occurs on a monthly basis between April and September. The rodent baiting/trapping occurs on a monthly basis for the entire year, since voles are not hibernating animals.

2012 Budget Request

The following highlights the primary budget components for 2012. Detailed backup summaries and explanation of work plan details are included in the 2012 budget request – attached.

1	Task 1	Groundwater System O&M	\$16,251.55
2	Task 2	Property O&M	\$10,862.00
3	Task 3	Project Management	\$7,884.00
Totals			\$34,997.55

Please contact me if you have any questions about the above, or attached 2012 budget request. Otherwise, with your signature added to the 2012 budget request, the scope outlined in the attached documents will be initiated per the schedule included with the budget request.

Sincerely,

Robert W. Hare, P.E., CHMM
Cleanup Manager – (IL, IN, KS, MO, NJ, WI)

Attachment – 2012 Annual Environmental Action Budget Authorization Request



**Revitalizing Auto Communities
Environmental Response Trust**

**FORMER AGT SURFACE IMPOUNDMENT (1325)
2012 ANNUAL ENVIRONMENTAL ACTION
BUDGET AUTHORIZATION REQUEST
November 15, 2011**

INTRODUCTION

This 2012 Annual Environmental Action (EA) Budget Authorization Request is submitted pursuant to Paragraph 49 of the Settlement Agreement and has been prepared under the supervision of Elliott Laws, Managing Member, EPLET, LLC, Administrative Trustee of the Revitalizing Auto Communities Environmental Response Trust.

OVERVIEW OF 2012 ANNUAL BUDGET AUTHORIZATION REQUEST

This 2012 Annual Budget Authorization Request is being submitted to request approval for activities that are anticipated to be completed in the 2012 calendar year. These activities include:

- **Groundwater System O&M** - Groundwater monitoring (includes data evaluation and reporting), electrical utility, cut-off wall inspection (groundwater level measurements and data evaluation), and groundwater extraction system inspection and maintenance.
- **Property O&M** - Rodent baiting and trapping, fence maintenance, routine inspection (quarterly), survey settlement monuments.
- **Project Management** - project management and RCRA Permit fees.

2012 Annual Budget Authorization Request Amount: \$34,997.55

Please see Attachment 1 for a cost breakdown that resulted in the amounts included in the property specific funding for this Site as listed in Attachment A to the Settlement Agreement; Attachment 2 for estimated costs through December 31, 2011 and a comparison to the Minimum Funding; Attachment 3 for more details in support of the proposed 2012 EA budget; Attachment 4 for a projected schedule and milestones; and Attachment 5 for cost reallocation for future years.

MODIFICATION OF REMEDIATION COST ESTIMATE SCOPE OF WORK AND BUDGET

- X** This Annual Budget Authorization Request includes work and/or budget that varies from the most recent Remediation Cost Estimate Summary (dated May 2010) for the Site.

Brief Description (if checked):

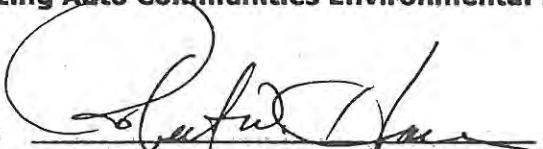
- RACER Trust plans to submit a *Permit Modification with Prior Approval* in 2011 to reduce the groundwater monitoring at the site to an annual basis and reduce the frequency for settlement monument survey to an every three-year basis. Based on conversations with IDEM, RACER Trust is including annual groundwater monitoring and will not include surveying of the settlement monuments.
- Based on existing information, it is not expected that significant groundwater pumping will be required in 2012.
- To facilitate project management and reduce an unnecessarily complicated task breakdown structure, many tasks in the RCES have been combined. The following table summarizes the consolidation:

Groundwater System O&M	Property O&M	Project Management
Task 1 - Semi-Annual Groundwater Monitoring, data evaluation, semi-annual and annual reporting	Task 2 - Fence Maintenance	Task 13 - Administration fees 40 hrs a year
Task 3 - Pump & discharge 1.6 Million gallons of groundwater to sanitary sewer	Task 4 - Replace soil, seed & fertilize soil (10,000 sqft)	Task 16 - Agency Oversight
Task 6 - Groundwater monitoring well maintenance (1 event per year)	Task 5 - Vegetative maintenance; mowing 6 events per year	
Task 7 - Replace groundwater monitoring wells	Task 8 - Routine Inspection (4 events per year)	
Task 9 - Cut-off wall Inspection (groundwater level measurements and data evaluation - 2 events per year)	Task 10 - Survey Settlement monuments (1 event per year)	
Task 11 - Redevelop groundwater extraction wells	Task 14 - Install access Culvert (Allowance)	
Task 12 - Groundwater extraction pump maintenance	Task 15 - Replace approximately 220 feet of cut off wall	

APPROVALS

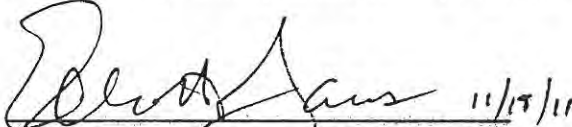
Revitalizing Auto-Communities Environmental Response Trust

By:



Robert Hare, Cleanup Manager (IL, IN, KS, MO, NJ, WI)

By:

 11/15/11

Elliott P. Laws, Managing Member of EPLET, LLC
Administrative Trustee for RACER Trust

Indiana Department of Environmental Management

Name

Jeffrey L. Sewell

Title

Branch Chief, Permits Branch

Signature



Date

12-14-11

DETAILED SUPPORT FOR THE 2012 ANNUAL EA BUDGET AUTHORIZATION REQUEST

Attachment 1 - Original Cost Breakdown

Attachment 2 - Cost to Date (since July 2010) and Comparison to Settlement Funding

Attachment 3 - Scope of Work and Detailed Budget Estimate for the 2012 Annual Budget
Authorization Request

Attachment 4 - Projected 2012 Schedule and Milestones

Attachment 5 - Future Years Cost Reallocation

ATTACHMENT 1

Original Cost Breakdown

*Amounts included in Attachment A of the Settlement Agreement

ATTACHMENT 2

Cost to Date (since July 2010) and Comparison to Settlement Funding

Former AGT Surface Impoundment - 1325

Task	Task Description	Consolidation Categories	Estimated Cost		
			2010 (1)	2011 (2)	Cumulative
Task 1	Semi-Annual Groundwater Monitoring, data evaluation, semi-annual and annual reporting	A	\$ 11,927	\$ 27,239	\$ 39,166
Task 2	Fence Maintenance	B	\$ -	\$ -	\$ -
Task 3	Pump & discharge 1.6 Million gallons of groundwater to sanitary sewer	A	\$ -	\$ 1,002	\$ 1,002
Task 4	Replace soil, seed & fertilize soil (10,000 sqft)	B	\$ 1,943	\$ 3,362	\$ 5,306
Task 5	Vegetative maintenance; mowing 6 events per year	B	\$ 1,581	\$ 3,058	\$ 4,639
Task 6	Groundwater monitoring well maintenance (1 event per year)	A	\$ -	\$ -	\$ -
Task 7	Replace groundwater monitoring wells	A	\$ -	\$ -	\$ -
Task 8	Routine Inspection (4 events per year)	B	\$ 265	\$ 1,076	\$ 1,341
Task 9	Cut-off wall Inspection (groundwater level measurements and data evaluation - 2 events per year)	A	\$ 1,533	\$ -	\$ 1,533
Task 10	Survey Settlement monuments (1 event per year)	B	\$ 994	\$ -	\$ 994
Task 11	Redevelop groundwater extraction wells	A	\$ 286	\$ -	\$ 286
Task 12	Groundwater extraction pump maintenance	A	\$ 780	\$ -	\$ 780
Task 13	Administration fees 40 hrs a year	C	\$ 2,734	\$ 8,352	\$ 11,086
Task 14	Install access Culvert (Allowance)	B	\$ -	\$ -	\$ -
Task 15	Replace approximately 220 feet of cut off wall	B	\$ -	\$ -	\$ -
Task 16	Agency Oversight	C	\$ -	\$ 1,500	\$ 1,500
Task 17	Other	B	\$ 1,250	\$ -	\$ 1,250
	Total Cost		\$ 23,293	\$ 45,589	\$ 68,882

Total Estimated Cost \$ 68,882

Settlement Funding Minimum \$ 416,235

Minimum Remaining \$ 347,353

Reserve \$ 73,453
OM&M \$ 1,178,419

Total Remaining \$ 1,599,225

Notes

- (1) July 2010 through December 2010
- (2) 2011 Estimated reflects actual spent from January through August 2011 and projected spend for September through December.

ATTACHMENT 3

Scope of Work and Detailed Budget Estimate
for the 2012 Annual Budget Authorization Request

Detailed Budget Breakdown

Task 1 – Groundwater System O&M - (\$16,251.55)

Groundwater Monitoring - ARCADIS will submit an annual report to IDEM, per the Permit, summarizing activities performed at the site during 2011. Pending IDEM's review and anticipated approval of a draft permit modification to reduce the groundwater monitoring at the site from Semi-Annual to Annual, ARCADIS will collect groundwater samples in the fall of 2012, via low-flow sampling techniques, from monitoring wells MW-201B, MW-202B, MW-203B, and MW-206B plus three quality assurance/quality control samples (field duplicate, equipment blank and matrix spike/matrix spike duplicate). These samples will be analyzed for arsenic, barium, cadmium, chromium, lead, mercury, silver, selenium and cyanide. Within 60 days of receiving the final results from the sampling event, ARCADIS will submit a report to the Indiana Department of Environmental Management (IDEM) evaluating whether a statistically significant increase in concentrations has occurred. ARCADIS will submit an annual report to IDEM, per the Permit, summarizing activities performed at the site during 2012; however, this task will be completed in 2013; therefore the costs for this task are not included in this budget authorization.

ARCADIS will gauge nineteen monitoring wells associated with the Surface Impoundment semi-annually (spring and fall). ARCADIS will evaluate the groundwater level data to determine when it will be necessary to pump water from within the slurry wall. ARCADIS will include the results from the inspection in the annual report to be submitted to IDEM in 2013, as required by the Post-Closure Permit.

Extraction System - ARCADIS will inspect (Fall 2012) and repair the groundwater extraction pumps, as needed and able to be completed within budget. Based on the 2011 inspection, two transformers (EW-207 and EW-210) and one gasket (EW-202) are damaged and require replacement. This replacement is budgeted to be completed in 2012. Budget to cover the utility costs and analysis of groundwater discharged during the annual extraction well maintenance event are also included.

Task 2 – Property O&M (\$10,862.00)

ARCADIS will subcontract the trapping of rodents on the cap and mowing of the property within the fence line in 2012. ARCADIS will also provide necessary assistance to the subcontractors in the field, as needed. It is assumed that the trapping will occur once per month throughout the year and mowing will occur once per month for six months (April through September).

ARCADIS will conduct a visual inspection the Surface Impoundment on a quarterly basis as required by the Post-Closure Permit. ARCADIS will fill out the necessary forms to document the inspection and place a copy of the inspection in the file cabinet to be located at the discharge building north of the Surface Impoundment.

Task 3 – Project Management (\$7,884.00)

ARCADIS will provide administrative support to RACER Trust during this project. Costs included in this task include, but are not limited to cost tracking, invoicing, communications with RACER Trust and/or IDEM, completion of quarterly certification reports, preparation of change orders and the 2013 budget authorization request. RACER Trust is required to pay an annual RCRA Permit Fee of \$1,500, which will be included in this task.

2012 Budget Summary

Attachment 3 - Scope of Work and Detailed Budget Estimate for the 2012 Annual Budget

Authorization Request

Former AGT Surface Impoundment - 1325

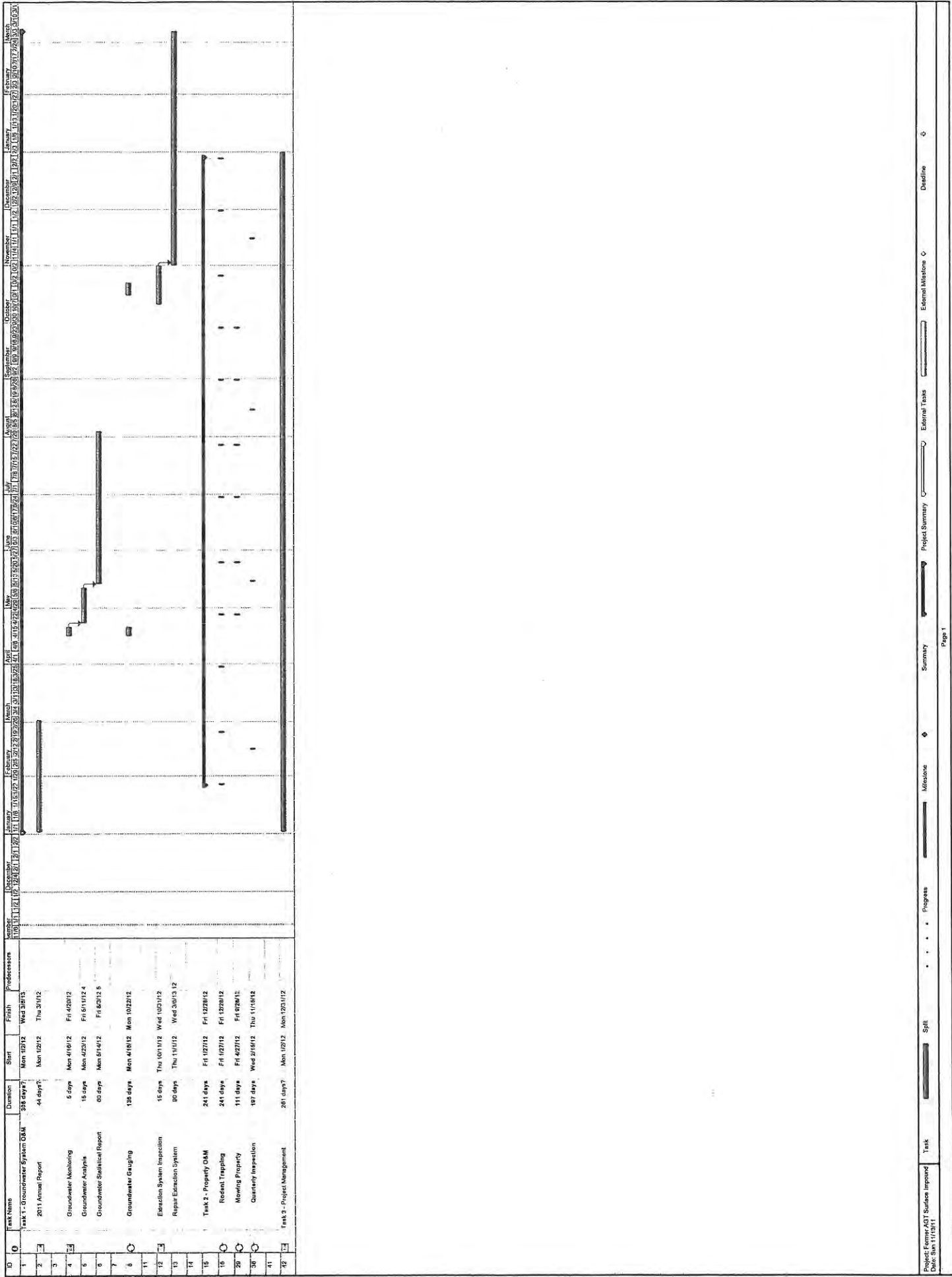
Summary by Task

Task Descriptions		2012 Annual Budget
Task 1	<i>Groundwater System O&M</i>	\$16,252
Task 2	<i>Property O&M</i>	\$10,862
Task 3	<i>Project Management</i>	\$7,884
Totals		\$34,998

ATTACHMENT 4

Projected 2012 Schedule and Milestones

ID	Task Name	Duration	Start	Finish	Predecessors	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March
1	Task 1 - Groundwater System O&M	388 days?	Mon 12/12	Wed 3/6/13		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	2011 Annual Report	44 days?	Mon 12/12	Thu 3/7/12																
3																				
4	Groundwater Monitoring	6 days	Mon 4/16/12	Fri 4/20/12																
5	Groundwater Analysis	15 days	Mon 4/23/12	Fri 5/11/12 4																
6	Groundwater Statistical Report	60 days	Mon 5/14/12	Fri 6/29/12 5																
7																				
8	Groundwater Gauging	138 days	Mon 4/16/12	Mon 10/22/12																
11																				
12	Electricity System Inspection	15 days	Thu 10/11/12	Wed 10/23/12																
13	Repair Extraction System	90 days	Thu 1/11/12	Wed 3/6/13 12																
14																				
15	Task 2 - Property O&M	241 days	Fri 12/7/12	Fri 12/28/12																
16																				
20	Redant Trapping	241 days	Fri 12/7/12	Fri 12/28/12																
29	Mowing Property	111 days	Fri 4/27/12	Fri 9/28/12																
36	Quarterly Inspection	197 days	Wed 2/19/12	Thu 1/1/13/12																
41																				
42	Task 3 - Project Management	201 days?	Mon 12/12	Mon 2/25/12																



ATTACHMENT 5

Future Years Cost Reallocation

Former AGT Surface Impoundment - 1325
Future Projections

Year	Expected Cost	Groundwater System O&M (A)		Property O&M (B)	Project Management (C)
2009	\$ -	\$ -	\$ -	\$ -	\$ -
2010(1) - estimated costs	\$ 23,293	\$ 15,775	\$ 4,784	\$ 2,734	
2011(2) - estimated costs	\$ 45,589	\$ 28,241	\$ 7,496	\$ 9,852	
2012	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2013	\$ 45,550	\$ 26,804	\$ 10,862	\$ 7,884	
2014	\$ 36,198	\$ 17,452	\$ 10,862	\$ 7,884	
2015	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2016	\$ 45,550	\$ 26,804	\$ 10,862	\$ 7,884	
2017	\$ 36,198	\$ 17,452	\$ 10,862	\$ 7,884	
2018	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2019	\$ 45,550	\$ 26,804	\$ 10,862	\$ 7,884	
2020	\$ 116,198	\$ 27,452	\$ 80,862	\$ 7,884	
2021	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2022	\$ 45,550	\$ 26,804	\$ 10,862	\$ 7,884	
2023	\$ 36,198	\$ 17,452	\$ 10,862	\$ 7,884	
2024	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2025	\$ 45,550	\$ 26,804	\$ 10,862	\$ 7,884	
2026	\$ 36,198	\$ 17,452	\$ 10,862	\$ 7,884	
2027	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2028	\$ 45,550	\$ 26,804	\$ 10,862	\$ 7,884	
2029	\$ 36,198	\$ 17,452	\$ 10,862	\$ 7,884	
2030	\$ 114,998	\$ 26,252	\$ 80,862	\$ 7,884	
2031	\$ 45,550	\$ 26,804	\$ 10,862	\$ 7,884	
2032	\$ 36,198	\$ 17,452	\$ 10,862	\$ 7,884	
2033	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2034	\$ 45,550	\$ 26,804	\$ 10,862	\$ 7,884	
2035	\$ 36,198	\$ 17,452	\$ 10,862	\$ 7,884	
2036	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2037	\$ 45,550	\$ 26,804	\$ 10,862	\$ 7,884	
2038	\$ 36,198	\$ 17,452	\$ 10,862	\$ 7,884	
2039	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2040	\$ 125,550	\$ 36,804	\$ 80,862	\$ 7,884	
2041	\$ 36,198	\$ 17,452	\$ 10,862	\$ 7,884	
2042	\$ 34,998	\$ 16,252	\$ 10,862	\$ 7,884	
2043	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2044	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2045	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2046	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2047	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2048	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2049	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2050	\$ 100,362	\$ 15,000	\$ 80,862	\$ 4,500	
2051	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2052	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2053	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2054	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2055	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2056	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2057	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2058	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2059	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2060	\$ 100,362	\$ 15,000	\$ 80,862	\$ 4,500	
2061	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2062	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2063	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2064	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2065	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2066	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2067	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2068	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2069	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2070	\$ 106,414	\$ 21,052	\$ 80,862	\$ 4,500	
2071	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2072	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2073	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2074	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2075	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2076	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2077	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2078	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2079	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2080	\$ 100,362	\$ 15,000	\$ 80,862	\$ 4,500	
2081	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2082	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2083	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2084	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2085	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2086	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2087	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2088	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2089	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2090	\$ 100,362	\$ 15,000	\$ 80,862	\$ 4,500	
2091	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2092	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2093	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2094	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2095	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2096	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2097	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2098	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2099	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2100	\$ 106,414	\$ 21,052	\$ 80,862	\$ 4,500	
2101	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2102	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2103	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2104	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2105	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2106	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
2107	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2108	\$ 20,362	\$ 5,000	\$ 10,862	\$ 4,500	
2109	\$ 26,414	\$ 11,052	\$ 10,862	\$ 4,500	
Totals	\$ 3,494,776	\$ 1,229,530	\$ 1,706,756	\$ 558,490	
Original Cost Breakdown	\$ 3,603,585	\$ 1,236,525	\$ 1,817,740	\$ 549,320	
Variance	\$ 108,809	\$ 6,995	\$ 110,984	\$ (9,171)	

(Value in parenthesis donates cost is greater than in original cost breakdown)

Notes

- (1) July 2010 through December 2010
(2) 2011 Estimated reflects actual spent from January through September 2011 and projected spent for October through C
(A) Includes Tasks 1, 3, 6, 7, 9, 11 and 12 from Original RCES
(B) Includes Tasks 2, 4, 5, 8, 10, 14 and 15 from Original RCES
(C) Includes Tasks 13 and 16 (Agency Oversight) from Original RCES
Assumes pumping 3 million gallons every three years starting in 2013
Assumes survey settlement monuments every three years starting in 2014
Distributes \$10,000 of budget for well replacement every 10 years starting in 2020
Distributes \$70,000 of budget for fence, slurry wall and/or culvert replacement every 10 years starting in 2020