

Hearing Date: August 3, 2009 at 9:45 a.m. Prevailing Eastern Time)
Objection Deadline: July 28, 2009

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

-----X
In re:

GENERAL MOTORS CORP., et al

Debtors,

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

-----X

OBJECTION OF MOUNT KISCO CHEVROLET CADILLAC
HUMMER, INC. TO DEBTORS' MOTION PURSUANT TO 11
U.S.C. 365 AUTHORIZING (A) THE REJECTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES WITH CERTAIN
DOMESTIC DEALERS AND (B) GRANTING CERTAIN RELATED
RELIEF

TO: THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

1. Mount Kisco Chevrolet Cadillac Hummer, Inc. ("Dealer" or "Mount Kisco"),
by and through their undersigned counsel, hereby files this objection (the
"Objection") to the motion filed by General Motors Corporation ("GM") and
its affiliated debtors in possession in the above captioned, jointly administered
bankruptcy cases (the "Debtors") to reject that certain dealer sales and service
agreement (the "Agreement") by and between Mount Kisco and GM (the
"Rejection Motion").

Summary of Objection to Rejection Motion

2. As shown more fully herein below, Mount Kisco's inclusion as one of the 38 dealers for which Debtors seek authorization from this Court to reject certain dealer sales and service agreements, is plainly and clearly a mistake.
3. Specifically, the Debtors have represented to the Court, in the Rejection Motion, that the "Affected Dealers, whose Dealership Franchise Agreements and Ancillary Agreements the Debtors seek authorization to reject by this Motion, include only those 38 dealers who did not accept either a Participation Agreement or Wind Down Agreement." Rejection Motion at para. 10.
4. It could not be clearer, however, that Mount Kisco does not fall into either category as Mount Kisco was offered a Participation Agreement (the "Participation Agreement") and executed such agreement by its Secretary, Dennis Roddy.
5. Notwithstanding these facts, the Debtors are apparently taking the position that a representative of the estate for Mount Kisco's deceased dealer/principal Adrian Quinn, need to execute the Participation Agreement rather than an officer of that company. The Debtors must not be allowed to use this hyper-technical and legally unsupportable excuse to reach such an utterly inequitable result; i.e., the rejection of Mount Kisco's dealer sales and service agreement.
6. Simply stated, after conducting an extensive analysis as to which dealers would be retained by the new GM, and determining to retain Mount Kisco as a GM dealer and for it to continue in the new GM on a long term basis, Debtors, through the Rejection Motion, have seized upon a purported hyper

technicality and the unfortunate death of Mr. Quinn, to, in effect, destroy Mount Kisco.

7. Debtors conduct, which already has had an onerous effect upon the business of Mount Kisco should not be countenanced and the Rejection Motion, as it pertains to Mount Kisco, should be denied.

Argument

8. As set forth in the Rejection Motion, as part of the 363 transaction, a rationalization of GM's dealer network was essential for a new GM to be a viable company capable of surviving ever increasing foreign competition and cyclical downturns.
9. As further set forth by the Debtors in the Rejection Motion, in determining which dealers would be retained by the new GM, the Debtors evaluated numerous factors, including, but not limited to, minimum sales thresholds, customer satisfaction indices, working capital needs, profitability, whether a dealership sold non-GM brands, dealership location and other market factors.
10. **Given this extensive and in depth analysis, Debtors determined to retain Mount Kisco as a GM dealer and for it to continue in the new GM on a long term basis.**
11. Specifically, Mount Kisco was offered the Participation Agreement which provided for its dealership franchise agreement to be assumed and assigned to the new GM, subject to certain modifications.
12. At the time that Mount Kisco was offered the Participation Agreement, however, its principal, Adrian Quinn, had passed away. In fact, Mr. Quinn had passed away on or about March 4, 2009. On the very next business day,

Mount Kisco' Service Manager, Vincent Laurita, informed and advised GM that Mr. Quinn had passed away.

13. Notwithstanding Mr. Quinn's unfortunate passing, GM **determined to retain Mount Kisco as a GM dealer and for it to continue in the new GM on a long term basis.** In fact, over three months after Mr. Quinn's passing, GM forwarded to Mount Kisco the Participation Agreement which provided for Mount Kisco's dealership franchise agreement to be assumed and assigned to the new GM, subject to certain modifications. A copy of the Participation Agreement, which was forwarded to Mount Kisco on or about June 1, 2009, is attached hereto as Exhibit A.
14. In the Participation Agreement, and with the knowledge that Mr. Quinn had passed away, GM represented that it had identified Mount Kisco "as one of its key dealers for the Chevrolet, Cadillac brands" and "intends to seek bankruptcy court approval to assume [Mount Kisco's] Dealer Agreements for the Chevrolet, Cadillac brands."
15. GM, in the Participation Agreement, further states that Mount Kisco's "selection as a dealer for the Chevrolet, Cadillac brands shows the confidence we have in your dealership being part of the new GM."
16. As evidence that Debtors knew about the unfortunate passing of Mr. Quinn prior to determining to retain Mount Kisco as a GM dealer and for it to continue in the new GM on a long term basis, the Participation Agreement itself is addressed "Attention: Designee of Estate of Adrian W Quinn."
17. Accordingly, and in an attempt to enter into the Participation Agreement and continue with the new GM on a long term basis, Mount Kisco, through its

duly elected Secretary, Dennis Roddy, executed the Participation Agreement and properly and timely returned it so that Mount Kisco would be retained as a GM dealer. *See* executed copy of Participation Agreement (Exhibit A).

18. In this respect, GM had also been advised by Mount Kisco's Secretary, Mr. Roddy (since approximately the beginning of June 2009), that the estate of Mr. Quinn (the "Estate") was in the process of having the Surrogate Court appoint a designee on behalf of such Estate.
19. Incredibly, Debtors, in bad faith, who were aware that Mr. Quinn had passed away and that his Estate was in the process of having the Surrogate Court appoint a designee on behalf of such Estate, on or about June 26, 2009, inexplicably advised Mount Kisco in a telephone call (by its representative Mark Valerio) to Mount Kisco's Service Manager, that Mr. Roddy was somehow not authorized to execute the Participation Agreement.
20. Immediately thereafter, Mr. Roddy, on behalf of Mount Kisco left messages for the GM representative, Mr. Valerio, that the Estate was still in the process of having the Surrogate Court appoint a designee on behalf of such Estate. Specifically, and although Mr. Roddy, as the Secretary of Mount Kisco, is authorized to execute the Participation Agreement with Debtors, in a good faith effort to immediately resolve this issue, Mr. Roddy advised the Debtors that the Estate had retained counsel and would be imminently filing, with the applicable Surrogate's Court, a Petition for Letters of Temporary Administration (the "Petition"). A copy of that application (which was filed on June 30, 2009), which seeks an order granting Letters of Administration

upon the estate of Mr. Quinn to Adrienne Ashanti Quinn (Mr. Quinn's daughter), is attached hereto as Exhibit B.

21. The Surrogate Court, however, through no fault of Mount Kisco, has not yet ruled on the Petition, and to date, Adrienne Ashanti Quinn (Mr. Quinn's daughter and the administrative nominee) has not yet received the requested Letters of Administration.
22. Mount Kisco, however, has been advised by the Estate's counsel that the granting of the Petition is imminent and there is no known reason for its denial.
23. Amazingly, and despite having been made aware that Mr. Quinn was deceased, that the Estate had submitted the above-reference Petition to the Surrogate Court, and that the granting of the Petition is imminent, Debtor's, in bad faith, on or about July 6, 2009, served Mount Kisco with the Rejection Motion and advised Mount Kisco, on or about July 10, 2009 in writing (a copy of which is attached as Exhibit C) that Mount Kisco shall have no further rights to act as an authorized GM dealer.
24. Debtors contend in the Rejection Motion that it made good faith effort to gain agreement from "all the Dealers" and that the "Affected Dealers have left the Debtors with no other reasonable business choice than to seek the rejection of the Affected Dealer Agreement." Rejection Motion at paras. 10-11. Nothing, however, could be further from the truth as the Debtors have wrongfully failed to recognize Mr. Roddy's authorization to execute the Participation Agreement on behalf of Mount Kisco.

25. Even more egregious, despite their illusory contention that the Participation Agreement may only be signed by a duly authorized representative of the Estate, Debtors have refused to simply abide the imminent grant, by the Surrogate Court, of Letters of Administration upon the Estate to Adrienne Ashanti Quinn.
26. Simply stated, after conducting an extensive analysis as to which dealers would be retained by the new GM, and determining **to retain Mount Kisco as a GM dealer and for it to continue in the new GM on a long term basis**, Debtors have seized upon a purported hyper technicality and the unfortunate death of Mr. Quinn, to, in effect, destroy Mount Kisco.
27. Debtors conduct, which already has had an onerous effect upon the business of Mount Kisco should not be countenanced.
28. WHEREFORE, MOUNT KISCO respectfully requests that the Court deny the Rejection Motion as it pertains to Mount Kisco and grant such other and further relief as is just and proper.

Dated: New York, New York
July 28, 2009

BELLAVIA GENTILE & ASSOCIATES, LLP
Counsel for Mount Kisco Chevrolet
Cadillac Hummer, Inc.

By: Leonard A. Bellavia, Esq. (LB 0780)



200 Old Country Road – Suite 400
Mineola, New York 11530
(516) 873-3000



General Motors Corporation

Exhibit A

June 1, 2009

Mount Kisco Chevrolet Cadillac Hummer, Inc.
175 N Bedford Rd
Mount Kisco, NY 10549

Attention: Designee of Estate of Adrian W Quinn*

On behalf of the entire GM team, as GM embarks on an exciting new future, I am extremely pleased that Mount Kisco Chevrolet Cadillac Hummer, Inc. has been identified by GM as one of its key dealers for the Chevrolet, Cadillac brands. As a result, subject to the execution of the enclosed letter agreement, GM intends to seek bankruptcy court approval to assume your existing Dealer Agreements for the Chevrolet, Cadillac brands and assign such Dealer Agreements to the purchaser of certain of GM's assets in the bankruptcy (the "363 Acquirer"). While recent times in the industry have been challenging to all of us, we believe that this new structure presents an exciting new opportunity for all involved.

Part of GM's restructuring efforts include plans for a dealer network consisting of fewer, stronger and more properly located dealers which we hope will allow for higher through-put and enhanced business potential. Your selection as a dealer for the Chevrolet, Cadillac brands shows the confidence we have in your dealership being part of the new GM. As part of these efforts, it is critically important that key dealers, like you, are fully committed to, and fully supportive of, GM's restructuring efforts. In order for your Dealer Agreements to be assigned to the 363 Acquirer, you must execute the enclosed letter agreement.

The letter agreement addresses several key areas of dealership performance going forward. These key areas are addressed in detail in the enclosed letter agreement, which you should carefully read, but highlights include:

- Introduction of the new concept of essential brand elements
- Increased sales performance
- Increased inventory responsibilities
- Exclusive facilities for GM operations
- A release of claims against GM, the 363 Acquirer and their related parties
- Agreement to fulfill certain dealer networking actions

A critical part of our dealer network plan is proper channel alignment and dealer focus on the correct brands at the right location. As a result, some retained dealers may receive additional brands. Also, some retained dealers will continue with fewer brands than they currently operate. If your dealership is continuing with fewer brands, enclosed is a separate cover letter and a wind-down agreement, designed to assist you in the orderly winding down of that brand's operations. Please understand that, going forward, GM strongly believes it needs your dealership, as a top performer, in the Chevrolet, Cadillac dealer network.

Due to extremely short court deadlines in the bankruptcy process, the enclosed letter agreement must be signed by you and received by GM no later than **June 12, 2009**. We have enclosed a return Federal Express envelope, addressed to GM, for your convenience. If you have any questions, please direct them to our Dealer Call Center at 877.868.8071.

In closing, please know that GM has great respect for, and appreciation of, your past efforts as a GM dealer. We are enthusiastic about the prospects of our mutual success under this new structure.

Sincerely,

GENERAL MOTORS CORPORATION





General Motors Corporation

June 1, 2009

Via Federal Express

Mount Kisco Chevrolet Cadillac Hummer, Inc.
175 N Bedford Rd
Mount Kisco, NY 10549

Re: *GM Dealer Sales and Service Agreements/Participation Agreement*

Attention: Designee of Estate of Adrian W Quinn*

Mount Kisco Chevrolet Cadillac Hummer, Inc. ("Dealer") and General Motors Corporation ("GM") are parties to Dealer Sales and Service Agreements (the "Dealer Agreements") for Chevrolet, Cadillac motor vehicles (the "Existing Model Lines"). Capitalized terms not otherwise defined in this letter agreement will have the definitions set forth for such terms in the Dealer Agreements.

GM is the debtor and debtor-in-possession in a bankruptcy case (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), having filed a voluntary petition under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") No trustee has been appointed and GM is operating its business as debtor-in-possession.

GM intends to sell, convey, assign and otherwise transfer certain of its assets (the "363 Assets"), to a purchaser (the "363 Acquirer") pursuant to Section 363 of the Bankruptcy Code (the "363 Sale"), subject to approval by and order of the Bankruptcy Court. GM's restructuring in the Bankruptcy Case involves, among other things, the restructuring of its current dealer network. Part of that restructuring includes focus on and retention of those dealers who, based on a number of factors, GM believes have an opportunity to be successful dealers selling and servicing GM's products.

Dealer recognizes that as part of GM's restructuring efforts, a significant number of dealers of the same line make as Dealer will be consolidated. Because this consolidation will result in fewer dealers representing the Existing Model Lines, the retained dealers, including Dealer, will have the opportunity to increase sales significantly. It is therefore vital to Dealer and GM that Dealer agree to implement additional sales and inventory requirements necessary for Dealer to be retained in the 363 Acquirer's dealer network and for Dealer's performance to be in line with such increased opportunity.

In consideration for Dealer's execution and delivery of, and performance under, this letter agreement and subject to Bankruptcy Court approval, GM (i) shall not move to reject the Dealer Agreements in the Bankruptcy Case, and (ii) shall assign the Dealer Agreements to the 363 Acquirer as part of the 363 Sale, provided such sale closes.



As a condition of its participation in the 363 Acquirer's dealer network and in consideration of GM's agreements set forth herein, Dealer shall execute and deliver this letter agreement to GM. This letter agreement contains terms that supplement the Dealer Agreements and incorporates requirements that GM believes will enhance Dealer's and the 363 Acquirer's opportunities for success. In addition, GM expects that GM or the 363 Acquirer will from time to time, subject to modification in its sole discretion, publish essential brand element guidelines for dealership operations, including Dealer's operations. The essential brand elements are GM's and the 363 Acquirer's minimum standards for dealership operations and include, among other things, facility image requirements and/or relocation requirements, dedicated sales and service requirements for the Existing Model Lines, and participation in customer information programs.

This letter agreement will become effective upon the date of Dealer's due execution and delivery of this letter agreement to GM (the "Effective Date"). If Dealer executes and delivers this letter agreement to GM on or before June 12, 2009, subject to Bankruptcy Court approval, the 363 Assets will include, without limitation, the Dealer Agreements, as supplemented by this letter agreement. If Dealer does not sign and deliver to GM this letter agreement on or before June 12, 2009, GM may, in its sole discretion, move to reject the Dealer Agreements in the Bankruptcy Case. If the 363 Sale does not occur on or before August 31, 2009 (or such later date as GM or the 363 Acquirer may select in their sole discretion), GM or the 363 Acquirer may, at their sole option and at any time thereafter, terminate this letter agreement by written notice to Dealer.

SUPPLEMENTAL TERMS

1. Defined Terms. All initially capitalized terms used and not otherwise expressly defined herein shall have the meanings set forth for such terms in the Dealer Agreements.

2. Sales Performance. Dealer recognizes that, as a result of the consolidation of GM dealers undertaken by GM to strengthen the dealer network and increase dealer through-put, Dealer has substantially more sales opportunities and Dealer must substantially increase its sales of new Motor Vehicles. The 363 Acquirer will provide to Dealer an annual number of new Motor Vehicles that Dealer must sell to meet the 363 Acquirer's increased sales expectations and will update such annual sales number on a periodic basis throughout each year. Dealer's requirements to meet the 363 Acquirer's sales targets are in addition to the sales effectiveness requirements of the current Dealer Agreements. Dealer acknowledges and agrees that compliance with the sales effectiveness requirements of the Dealer Agreements alone will not be sufficient to meet the requirements of this Section 2 and Dealer must meet the sales effectiveness requirements of the Dealer Agreements, as supplemented by this letter agreement.

3. New Vehicle Inventory. Dealer recognizes that, due to the consolidation of GM dealers representing the Existing Model Lines and the expected sales increases contemplated in Section 2 above, Dealer will need to stock additional Motor Vehicles. Dealer shall use its best efforts to stock sufficient additional new Motor Vehicles to meet the increased sales expectations. To facilitate its expected increased sales, Dealer shall, upon the written request from the 363 Acquirer, order and accept from the 363 Acquirer additional new Motor Vehicles of the Existing Model Lines to meet or exceed the sales guidelines provided by the 363 Acquirer relating to Dealer's increased sales expectations contemplated in Section 2 above. In addition, upon Dealer's written request, the 363 Acquirer shall coordinate with, and provide to, GMAC (or such other floor plan provider designated by Dealer), updated sales expectations and other information necessary for GMAC (or such other floor plan provider designated by Dealer) to act upon Dealer's request for additional floor plan funding.

4. Exclusivity. During the remaining term of the Dealer Agreements (the "Exclusivity Period"), Dealer shall actively and continuously conduct Dealership Operations only for the Existing Model Lines



at the premises authorized for the conduct of Dealership Operations under the Dealer Agreements (the "Dealership Premises"). During the Exclusivity Period, the Dealership Premises may not be used for any purpose other than Dealership Operations for the Existing Model Lines (including, but not limited to, the sale, display, storage and/or service of vehicles not approved by the Dealer Agreements, other than as specifically contemplated by the term "Dealership Operations") without the express prior written consent of GM or the 363 Acquirer, which consent may be granted or withheld in GM's or the 363 Acquirer's sole discretion. In the event that Dealer currently operates any non-GM dealership on the Dealership Premises, Dealer shall cease all non-GM Dealership Operations at the Dealership Premises on or before December 31, 2009. Notwithstanding anything to the contrary in the Dealer Agreements, state law or otherwise, if Dealer fails to cure any default under this Section 4 within thirty (30) days after written notice of default from GM or the 363 Acquirer, GM or the 363 Acquirer shall be entitled to all of their remedies as set forth in Section 8 below, including without limitation, the right to terminate the Dealer Agreements.

5. No Protest. In connection with GM's restructuring plan and consolidation of the dealer network, GM intends that GM and the 363 Acquirer have a dealer network consisting of fewer, stronger and more properly located dealers allowing for higher through-put and enhanced business potential.

(a) GM or the 363 Acquirer may desire to relocate or establish representation for the sale and service of motor vehicles for the Existing Model Lines at a site located in the vicinity of the Dealership Premises (the "Proposed Site"). In consideration of GM's and the 363 Acquirer's covenants and obligations herein, and provided that (i) GM or the 363 Acquirer notifies Dealer of any such relocation or establishment within two (2) years after the later of (x) the date of the 363 Sale or (y) the Effective Date (the "No Protest Commencement Date"), (ii) such relocation or establishment is substantially completed on or before the date which is four (4) years after the No Protest Commencement Date, and (iii) the Proposed Site is, measured by straight line distance, at least six (6) miles from the then current location of the Dealership Premises, Dealer covenants and agrees that it will not commence, maintain, or prosecute, or cause, encourage, or advise to be commenced, maintained, or prosecuted, or assist in the prosecution of any action, arbitration, mediation, suit, proceeding, or claim of any kind, before any court, administrative agency, or tribunal or in any dispute resolution process, whether federal, state, or otherwise, to challenge, protest, prevent, impede, or delay, directly or indirectly, establishment or relocation of a motor vehicle dealership for any of the Existing Model Lines at or in the vicinity of the Proposed Site.

(b) Dealer, for itself, its Affiliates (as defined below) and any of their respective members, partners, venturers, stockholders, officers, directors, employees, agents, spouses, legal representatives, successors, and assigns (collectively, the "Dealer Parties"), hereby releases and forever discharges GM, the 363 Acquirer, their Affiliates and their respective members, partners, venturers, stockholders, directors, officers, employees, agents, spouses, legal representatives, successors and assigns (collectively, the "GM Parties"), from any and all past, present, and future claims, demands, rights, causes of action, judgments, executions, damages, liabilities, costs, or expenses (including attorneys' fees) which they or any of them have or might have or acquire, whether known or unknown, actual or contingent, which arise from, are related to, or are associated in any way with, directly or indirectly, the establishment or relocation of any of the Existing Model Lines described in Section 5(a) above.

(c) Dealer recognizes that it may have some claim, demand, or cause of action of which it is unaware and unsuspecting which it is giving up pursuant to this Section 5. Dealer further recognizes that it may have some loss or damage now known that could have consequences or results not now known or suspected, which it is giving up pursuant to this Section 5. Dealer expressly intends that it shall be forever deprived of any such claim, demand,



cause of action, loss, or damage and understands that it shall be prevented and precluded from asserting any such claim, demand, cause of action, loss, or damage.

(d) Dealer acknowledges that, upon a breach of this Section 5 by Dealer, the determination of the exact amount of damages would be difficult or impossible and would not restore GM or the 363 Acquirer to the same position they would occupy in the absence of breach. As a result of the foregoing, any such breach shall absolutely entitle GM and the 363 Acquirer to an immediate and permanent injunction to be issued by any court of competent jurisdiction, precluding Dealer from contesting GM's or the 363 Acquirer's application for injunctive relief and prohibiting any further act by Dealer in violation of this Section 5. In addition, GM and the 363 Acquirer shall have all other equitable rights in connection with a breach of this Section 5 by Dealer, including, without limitation, the right to specific performance.

6. Release; Covenant Not to Sue; Indemnity. In consideration for GM's covenants and agreements set forth herein, including, without limitation, the assignment of the Dealer Agreements in the 363 Sale:

(a) Dealer, for itself, the other Dealer Parties, hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions, and causes of action of every kind and nature whatsoever (specifically including any claims which are pending in any court, administrative agency or board or under the mediation process of the Dealer Agreements), whether known or unknown, foreseen or unforeseen, suspected or unsuspected ("Claims"), which Dealer or anyone claiming through or under Dealer may have as of the date of the execution of this letter agreement against the GM Parties, arising out of or relating to (i) the Dealer Agreements or this letter agreement, (ii) any predecessor agreement(s), (iii) the operation of the dealership for the Existing Model Lines, (iv) any facilities agreements, including without limitation, any claims related to or arising out of dealership facilities, locations or requirements, Standards for Excellence ("SFE") related payments or bonuses (except that GM or the 363 Acquirer shall pay any SFE funds due the Dealer for the second (2nd) quarter of 2009), and any representations regarding motor vehicle sales or profits associated with Dealership Operations under the Dealer Agreements, or (v) any other events, transactions, claims, discussions or circumstances of any kind arising in whole or in part prior to the effective date of this letter agreement, provided, however, that the foregoing release shall not extend to (x) reimbursement to Dealer of unpaid warranty claims if the transactions giving rise to such claims occurred within ninety (90) days prior to the date of this letter agreement, (y) the payment to Dealer of any incentives currently owing to Dealer or any amounts currently owing to Dealer in its Open Account, or (z) any claims of Dealer pursuant to Article 17.4 of the Dealer Agreements, all of which amounts described in (x) - (z) above of this sentence shall be subject to setoff by GM or the 363 Acquirer of any amounts due or to become due to either or any of their Affiliates.

(b) As set forth above, GM reaffirms the indemnification provisions of Article 17.4 of the Dealer Agreements and specifically agrees that such provisions apply to all new Motor Vehicles sold by Dealer.

(c) Dealer, for itself, and the other Dealer Parties, hereby agrees not to, at any time, sue, protest, institute or assist in instituting any proceeding in any court or administrative proceeding, or otherwise assert (i) any Claim that is covered by the release provision in subparagraph (a) above, or (ii) any Claim that is based upon, related to, arising from, or otherwise connected with the assignment of the Dealer Agreements by GM to the 363 Acquirer in the 363 Sale or an allegation that such assignment is void, voidable, otherwise unenforceable, violates any



applicable law or contravenes any agreement. Any breach of the foregoing shall absolutely entitle GM and the 363 Acquirer to an immediate and permanent injunction to be issued by any court of competent jurisdiction, precluding Dealer from contesting GM's or the 363 Acquirer's application for injunctive relief and prohibiting any further act by Dealer in violation of this Section 6. In addition, GM and the 363 Acquirer shall have all other equitable rights in connection with a breach of this Section 6 by Dealer, including, without limitation, the right to specific performance.

(d) Dealer shall indemnify, defend and hold the GM Parties harmless, from and against any and all claims, demands, fines, penalties, suits, causes of action, liabilities, losses, damages, and expenses (including, without limitation, reasonable attorneys' fees and costs) which may be imposed upon or incurred by the GM Parties, or any of them, arising from, relating to, or caused by Dealer's (or any other Dealer Parties') breach of this letter agreement or Dealer's execution or delivery of or performance under this letter agreement. "Affiliate" means, with respect to any Person (as defined below), any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, employees and spouses. "Person" means an individual, partnership, limited liability company, association, corporation or other entity. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise.

(e) The terms of this Section 6 shall survive the termination of this letter agreement.

7. Compliance. In consideration for GM's covenants and agreements set forth herein, including, without limitation, the assignment of the Dealer Agreements in the 363 Sale, from and after the Effective Date:

(a) Dealer shall continue to comply with all of its obligations under the Dealer Agreements, as supplemented by the terms of this letter agreement. In the event of any conflict between the Dealer Agreements and this letter agreement, the terms and conditions of this letter agreement shall control, unless otherwise set forth herein.

(b) Dealer shall continue to comply with all of its obligations under Channel Agreements (as defined below) between GM and Dealer, provided that GM or the 363 Acquirer and Dealer shall enter into any amendment or modification to the Channel Agreements required as a result of GM's restructuring plan, in a form reasonably satisfactory to GM or the 363 Acquirer. In the event of any conflict between the terms of the Channel Agreements and this letter agreement, the terms and conditions of this letter agreement shall control. The term "Channel Agreements" shall mean agreements (other than the Dealer Agreements) between GM and Dealer imposing on Dealer obligations with respect to its Dealership Operations under the Dealer Agreements, including, without limitation, obligations to relocate Dealership Operations, to construct or renovate facilities, not to protest establishment or relocation of other GM dealerships, to conduct exclusive Dealership Operations under the Dealer Agreements, or to meet certain sales performance standards (as a condition of receiving or retaining payments from GM or otherwise). Channel Agreements may be entitled, without limitation, "Summary Agreements," "Agreements and Business Plan," "Exclusive Use Agreements," "Performance Agreements," "No-Protect Agreements," or "Declaration of Use Restriction, Right of First Refusal, and Option to Purchase." Notwithstanding the foregoing, the term "Channel Agreement" shall not mean or refer to (i) any termination agreement of any kind with respect to the Dealer Agreement between Dealer and GM (each a "Termination Agreement"), (ii) any performance agreement of any kind between Dealer



and GM (each a "Performance Agreement"), or (iii) any agreement between Dealer (or any Affiliate of Dealer) and Argonaut Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of GM ("AHI"), including, without limitation, any agreement entitled "Master Lease Agreement," "Prime Lease," or "Dealership Sublease" (and Dealer shall comply with all of the terms of such agreements with AHI). Dealer acknowledges that GM shall be entitled, at its option, to move to reject any currently outstanding Termination Agreements or Performance Agreements in the Bankruptcy Case. By executing this letter agreement, Dealer agrees not to, at any time, sue, protest, institute or assist in instituting any proceeding in any court or administrative proceeding, or otherwise assert any objection or protest of any kind with respect to GM's rejection of such Termination Agreements or Performance Agreements.

(c) Dealer shall (i) comply with the essential brand elements set forth in any subsequently published guidelines from GM or the 363 Acquirer, and (ii) increase its floor plan capability to accommodate the increased sales and inventory expectations contemplated in Sections 2 and 3 above.

8. Breach and Remedies. In return for the consideration provided by GM herein, in the event of Dealer's breach of the Dealer Agreements, as supplemented by this letter agreement, GM and the 363 Acquirer shall have all of its rights and remedies under the Dealer Agreements, as supplemented by this letter agreement, and in addition, (i) GM or the 363 Acquirer may terminate the Dealer Agreements, as supplemented by this letter agreement, upon written notice to Dealer of not less than thirty (30) days, and/or (ii) the 363 Acquirer shall not be obligated to offer Dealer a replacement dealer sales and service agreement upon the termination by its terms of the Dealer Agreements, as supplemented by this letter agreement. In the event that either Dealer or the 363 Acquirer terminates the Dealer Agreements, as supplemented by this letter agreement, after the 363 Sale or the 363 Acquirer does not offer Dealer a replacement dealer sales and service agreement as set forth above, then (x) GM or the 363 Acquirer shall provide Dealer with termination assistance solely as set forth in Section 15.2 of the Dealer Agreements (excluding any facility assistance pursuant to Section 15.3 of the Dealer Agreements), and (y) Dealer waives all other rights under the Dealer Agreements, as supplemented by this letter agreement, and any applicable state laws, rules or regulations regarding termination notice, termination rights, termination assistance, facility assistance or other termination rights.

9. Miscellaneous.

(a) Dealer and the individual(s) executing this letter agreement on behalf of Dealer hereby jointly and severally represent and warrant to GM that this letter agreement has been duly authorized by Dealer and that all necessary corporate action has been taken and all necessary corporate approvals have been obtained in connection with the execution and delivery of and performance under this letter agreement.

(b) This letter agreement shall supplement the Dealer Agreements as of the Effective Date and shall be effective through the remainder of the term of the Dealer Agreements, which shall expire no later than October 31, 2010.

(c) Except as supplemented by this letter agreement (including all exhibits, schedules and addendums to this letter agreement), the Dealer Agreements shall remain in full force and effect as written. Additionally, the Dealer Agreements, as referenced in any other document that the parties have executed, shall mean the Dealer Agreements as supplemented by this letter agreement.



(d) This letter agreement may be executed in counterparts, each of which when signed by all of the parties hereto shall be deemed an original, but all of which when taken together shall constitute one agreement.

(e) The Dealer Agreements, as supplemented by this letter agreement, shall benefit and be binding upon (i) to the extent permitted by this letter agreement, any replacement or successor dealer as referred to in the Dealer Agreements, as supplemented by this letter agreement, and any successors or assigns, and (ii) any of GM's or the 363 Acquirer's successors or assigns. Without limiting the generality of the foregoing, after the 363 Sale occurs, this letter agreement shall benefit and bind the 363 Acquirer.

(f) The parties to this letter agreement have been represented, or have had the opportunity to be represented, by counsel and have been advised, or have had the opportunity to be advised, by counsel as to their rights, duties and relinquishments hereunder and under applicable law. In executing this letter agreement, Dealer acknowledges that its decisions and actions are entirely voluntary and free from any duress.

(g) The Dealer Agreement, as supplemented hereby, shall be governed by and construed in accordance with the laws of the state of Michigan.

(h) By executing this letter agreement, Dealer hereby consents and agrees that the Bankruptcy Court shall retain full, complete and exclusive jurisdiction to interpret, enforce, and adjudicate disputes concerning the terms of this letter agreement and any other matter related thereto. The terms of this Section 9(h) shall survive the termination of this letter agreement.

(i) Dealer hereby agrees that, without the prior written consent of GM or the 363 Acquirer, it shall not, except as required by law, disclose to any person (other than its agents or employees having a need to know such information in the conduct of their duties for Dealer, which agents or employees shall be bound by a similar undertaking of confidentiality) the terms or conditions of this letter agreement or any facts relating hereto or to the underlying transactions.

(j) If any part, term or provision of this letter agreement is invalid, unenforceable, or illegal, such part, term or provision shall be considered severable from the rest of this letter agreement and the remaining portions of this letter agreement shall be enforceable as if the letter agreement did not contain such part, term or provision.

(k) This letter agreement shall constitute an agreement, executed by authorized representatives of the parties, supplementing the Dealer Agreements as contemplated by Section 17.11 thereof. This letter agreement shall be deemed withdrawn and shall be null and void and of no further force or effect unless this letter agreement is executed fully and properly by Dealer and is received by GM on or before June 12, 2009.

[Signature Page Follows]



Please indicate your approval of, and agreement with respect to, the matters set forth in this letter agreement by signing where provided below and returning it to GM for execution in the enclosed, self-addressed Federal Express envelope.

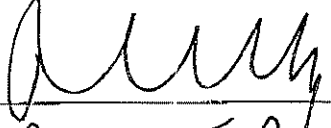
GENERAL MOTORS CORPORATION

By _____

Authorized Representative

APPROVED AND AGREED TO THIS
____ DAY OF JUNE, 2009

Mount Kisco Chevrolet Cadillac Hummer, Inc.

By: 
Name: DENNIS J REDDY
Title: S.C.C.-T. Rep.

THIS DOCUMENT SHALL BE NULL AND VOID IF NOT EXECUTED BY DEALER AND RECEIVED BY GM ON OR BEFORE JUNE 12, 2009, OR IF DEALER CHANGES ANY TERM OR PROVISION HEREIN.



Ellenoff Grossman & Schole LLP

Exhibit B

150 East 42nd Street
New York, NY 10017
Telephone: (212) 370-1300
Facsimile: (212) 370-7889
www.cgslip.com

June 30, 2009

VIA FEDERAL EXPRESS

Surrogate's Court of Westchester County
140 Grand Street
White Plains, New York 10601
Attn: Ed

Re: Estate of Adrian Ward Quinn

Dear Ed:

As per our telephone conversation on June 17, 2009, enclosed please find the following documents:

1. Petition for Letters of Temporary Administration.
2. Copy of the Divorce of Ceista Quinn and Adrian Quinn.
3. Citation to be issued for Theresa Ramirez.

As we discussed, we are seeking preliminary letters to allow the estate to take care of urgent business with regard to the decedent's interest in a car dealership in Mount Kisco, New York.

Thank you in advance for your attention to this matter.

Very truly yours,

Susan D. Schachne
Susan D. Schachne

Enclosures

ADMINISTRATION CITATION

File No. 2009-1347

SURROGATE'S COURT - Westchester COUNTY

CITATION

THE PEOPLE OF THE STATE OF NEW YORK,
By the Grace of God Free and Independent,

TO Theresa Ramirez

A petition having been duly filed by Adrienne Ashanti Quinn, who is domiciled at

958B Heritage Hills, Somers, NY 10589

YOU ARE HEREBY CITED TO SHOW CAUSE before the Surrogate's Court, Westchester

County, at _____, New York, on _____, 2009

at _____ o'clock in the _____ noon of that day, why a decree should not be made in the estate of

Adrian Ward Quinn

lateley domiciled at 958B Heritage Hills Somers, NY 10589

in the County of Westchester, New York, granting Letters of Administration upon the estate of
the decedent to Adrienne Ashanti Quinn or to such other person as may be entitled thereto.

(State any further relief requested)

Dated, Attested and Sealed,

HON. _____
Surrogate

_____ 20 09

(Seal)

Chief Clerk

Name of Susan D. Schachne

Attorney for Petitioner Ellanoff Grossman & Schole LLP Tel. No. 212-370-1300

Address of Attorney 150 East 42nd Street, 11th Floor New York, NY 10017

Note: This citation is served upon you as required by law. You are not required to appear. If you fail to appear it will be assumed you do not object to the relief requested. You have a right to have an attorney-at-law appear for you.

For Office Use Only
 Filing Fee Paid \$ _____
 Certs \$ _____
 \$ _____ Bond. Fee: _____
 Receipt No: _____ No: _____

DO NOT LEAVE ANY ITEMS BLANK

SURROGATE'S COURT OF THE STATE OF NEW YORK
 COUNTY OF Westchester

-----X
 ADMINISTRATION PROCEEDING,
 Estate of Adrian Ward Quinn

PETITION FOR LETTERS OF:

- Administration
 - Limited Administration
 - Administration with Limitations
 - Temporary Administration
- File No. 2009-1347

a/k/a _____
 -----X
 Deceased

TO THE SURROGATE'S COURT, COUNTY OF Westchester
 It is respectfully alleged:

1. The name, domicile and interest in this proceeding of the petitioner, who is of full age, is as follows:

Name: Adrienne Ashanti Quinn

Domicile: 3588 Heritage Hills Somers
 (Street Address) (City/Town/Village)
Westchester NY 10589
 (County) (State) (Zip) (Telephone Number)

Mailing address is: _____
 (if different from domicile)

Citizenship (check one): U.S.A. Other (specify) _____

Interest of Petitioner (check one):
 Distributee of decedent (state relationship) Daughter
 Other (specify) _____

Is proposed Administrator an attorney? Yes No [If yes, submit statement pursuant to 22 NYCRR 207.16(e); see also 207.62 (Accounting of attorney-fiduciary).]

2. The name, domicile, date and place of death, and national citizenship of the above-named decedent are as follows:
 [The Death Certificate must be filed with this proceeding. If the decedent's domicile is different from that shown on the death certificate, check box and attach an affidavit explaining the reason for this inconsistency.]

Name: Adrian Ward Quinn

Domicile: 35588 Heritage Hills Somers
 (Street Number) (City, Village/Town)
NY 10589
 (State) (Zip Code)

Township of: Somers County of: Westchester

Date of Death: March 1, 2009 Place of Death: Jacobi Medical Center, Bronx, New York

Citizenship: (check one): U.S.A. Other (specify) _____

[Note: For items 3a through c: Do not include any assets that are jointly held, held in trust for another, or have a named beneficiary.]

3. (a) The estimated gross value of the decedent's personal property passing by intestacy is less than

\$ 250,000

(b) The estimated gross value of the decedent's real property, in this state, which is improved, unimproved, passing by intestacy is less than

\$ 250,000

A brief description of each parcel is as follows:

Condominium in Heritage Hills Somers New York

(c) The estimated gross rent for a period of eighteen (18) months is the sum of \$ 0

(d) In addition to the value of the personal property stated in paragraph (3) the following right of action existed on behalf of the decedent and survived his/her death, or is granted to the administrator of the decedent by special provision of law, and it is impractical to give a bond sufficient to cover the probable amount to be recovered therein: [Write "NONE" or state briefly the cause of action and the person against whom it exists, including names and carrier].

None

(e) If decedent is survived by a spouse and a parent, or parents but no issue, and there is a claim for wrongful death, check here and furnish names(s) and address(es) of parent(s) in Paragraph 7. See EPTL 5-4.4.

4. A diligent search and inquiry, including a search of any safe deposit box, has been made for a will of the decedent and none has been found. Petitioner(s) (has) (have) been unable to obtain any information concerning any will of the decedent and therefore allege(s), upon information and belief, that the decedent died without leaving any last will.

5. A search of the records of this Court shows that no application has ever been made for letters of administration upon the estate of the decedent or for the probate of a will of the decedent, and your petitioner is informed and verily believes that no such application ever has been made to the Surrogate's Court of any other county of this state.

6. The decedent left surviving the following who would inherit his/her estate pursuant to EPTL 4-1.1 and 4-1.2:

a. No Spouse (husband/wife).

b. 2 Child or children or descendants of predeceased child or children. [Must include marital, nonmarital and adopted].

c. X Any issue of the decedent adopted by persons related to the decedent (DRL Section 117).

d. X Mother/Father.

e. X Sisters or brothers, either of whole or half blood, and issue of predeceased sisters or brothers.

f. X Grandmother/Grandfather.

g. X Aunts or uncles, and children of predeceased aunts and uncles (first cousins).

h. X First cousins once removed (children of first cousins).

[Information is required only as to those classes of surviving relatives who would take the property of decedent pursuant to EPTL 4-1.1. State "number" of survivors in each class. Insert "No" in all prior classes. Insert "X" in all subsequent classes].

7. The decedent left surviving the following distributees, or other necessary parties, whose names, degrees of relationship, domiciles, post office address and citizenship are as follows:

[Note: Show clearly how each person is related to decedent. If relationship is through an ancestor who is deceased, give name, date of death, and relationship of the ancestor to the decedent. Use rider sheet if space in paragraph (7) is not sufficient. See Uniform Rules 207.16(b).

If any person listed in paragraph (7) is a nonmarital person, or descended from a nonmarital person, attach a copy of the order of filiation or Schedule A. If any person listed in paragraph (7) was adopted by any persons related by blood or marriage to decedent or descended from such persons, attach Schedule B].

7a. The following are of full age and under no disability: [If nonmarital or adopted-out person, so indicate by attaching Schedule A and/or B]

Name	Relationship	Domicile and Mailing Address	Citizenship
See Schedule	Attached		

7b. The following are infants and/or persons under disability: [Attach applicable Schedule A, B, C, and/or D]

Name	Relationship	Domicile and Mailing Address	Citizenship
None			

8. There are no outstanding debts or funeral expenses, except: [Write "NONE" or state same]

Have yet to determine extent to which decedent may have personally guaranteed corporate debt

Schedule 7a to Petition for Temporary Administration
Estate of Adrian Ward Quinn

Name	Address	Description of Interest
Adrienne Ashanti Quinn	358B Heritage Hills Somers, N.Y. 10589	Petitioner, Distributee, Residuary beneficiary per Article SECOND of the Will
Adrian S. Quinn	51 Birch Hill Drive Poughkeepsie, NY 12603	Distributee, Residuary beneficiary per Article SECOND of the Will

9. There are no other persons interested in this proceeding other than those hereinbefore mentioned.

WHEREFORE, your petitioner respectfully prays that: [Check and complete all relief requested]

- a. process issue to all necessary parties to show cause why letters should not be issued as requested;
- b. an order be granted dispensing with service of process upon those persons named in Paragraph (7) who have a right to letters prior or equal to that of the person nominated, and who are non-domiciliaries or whose names or whereabouts are unknown and cannot be ascertained;
- c. a decree award Letters of:
 - Administration to _____
 - Limited Administration to _____
 - Administration with Limitation to _____
 - Temporary Administration to Adrienne Ashanti Quinn

or to such other person or persons having a prior right as may be entitled thereto, and;

- d. That the authority of the representative under the forgoing Letters be limited with respect to the prosecution or enforcement of a cause of action on behalf of the estate, as follows: the administrator(s) may not enforce a judgement or receive any funds without further order of the Surrogate.
- e. That the authority of the representative under the foregoing Letters be limited as follows:
 - _____
 - _____
 - _____
 - _____

f. [State any other relief requested.] _____

Dated: 6/26/09

1. Adrienne Ashanti Quinn
(Signature of Petitioner)

2. _____
(Signature of Petitioner)

Adrienne Ashanti Quinn
(Print Name)

(Print Name)

STATE OF NEW YORK)
COUNTY OF Dutchess)

ss:

COMBINED VERIFICATION, OATH AND DESIGNATION
[For use when petitioner is to be appointed administrator]

I, the undersigned the petitioner named in the foregoing petition, being duly sworn, say:

1. VERIFICATION: I have read the foregoing petition subscribed by me and know the contents thereof, and the same is true of my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true.

2. OATH OF ADMINISTRATOR as indicated above: I am over eighteen (18) years of age and a citizen of the United States; and I will well, faithfully and honestly discharge the duties of Administrator of the goods, chattels and credits of said decedent according to law. I am not ineligible to receive letters and will duly account for all moneys and other property that will come into my hands.

3. DESIGNATION OF CLERK FOR SERVICE OF PROCESS: I do hereby designate the Clerk of the Surrogate's Court of Westchester County, and his/her successor in office, as a person on whom service of any process, issuing from such Surrogate's Court may be made in like manner and with like effect as if it were served personally upon me, whenever I cannot be found and served within the State of New York after due diligence used.

My domicile is: 358B Heritage Hills Somers NY 10589
(Street/Number) (City, Village/Town) (State) (Zip)

Adrienne Ashanti Quinn
Signature of Petitioner

On the 19th day of June, 2009, before me personally came

Adrienne Ashanti Quinn

to me known to be the person described in and who executed the foregoing instrument. Such person duly swore to such instrument before me and duly acknowledged that he/she executed the same.

Linda F. Dalton
Notary Public
Commission Expires:
(Affix Notary Stamp or Seal)

LINDA F. DALTON
Notary Public, State of New York
No. 01DA5053099
Qualified in Dutchess County
Commission Expires Dec. 11, 2009

Signature of Attorney: Susan D. Schachne

Print Name: Susan D. Schachne

Firm Name: Ellenoff Grossman & Schole LLP Tel. No.: 212-370-1300

Address of Attorney: 150 East 42nd Street 11th Floor New York, NY 10017

THE CITY OF NEW YORK

VITAL RECORDS CERTIFICATE

DEATH TRANSCRIPT

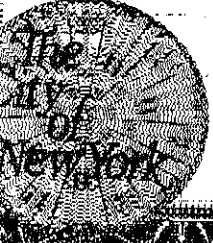
DATE FILED THE CITY OF NEW YORK - DEPARTMENT OF HEALTH AND MENTAL HYGIENE

NEW YORK CITY
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE
MAR-05-2009 09:15 PM

CERTIFICATE OF DEATH Certificate No. **156-09-009553**

1. DECEDENT'S LEGAL NAME **ADRIAN QUINN**
(First, Middle, Last)

MEDICAL CERTIFICATE OF DEATH <small>(To be filled in by the Physician)</small>	2a. New York City	2c. Type of Place <input checked="" type="checkbox"/> Hospital Inpatient <input type="checkbox"/> Emergency Dept./Outpatient <input type="checkbox"/> Dead on Arrival	4 <input type="checkbox"/> Nursing Home/Long Term Care Facility <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Decedent's Residence <input type="checkbox"/> Other Specify _____	2d. Any Hospice care in last 90 days <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	2e. Name of hospital or other facility (if not facility, street address) Jacobi Medical Center
	Place of Death Bronx	6. Certifier: I certify that death occurred at the time, date and place indicated and that to the best of my knowledge (traumatic injury or poisoning DID NOT play any part in causing death, and that death did not occur in any unusual manner and was due entirely to NATURAL CAUSES. See instructions on reverse of certificate.			
Date and Time of Death	3a. (Month) March (Day) 01 (Year/yyyy) 2009	3b. Time <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM 02:57	4. Sex Male	5. Date last attended by a Physician mm dd yyyy 03 01 2009	
Name of Physician: LISZINSKI (Type or Print) Signature: <i>Liszinski</i> License No. 119355 Date: 3/4/09					
7a. Usual Residence State NEW YORK		7b. County WESTCHESTER	7c. City or Town SOMERS	7d. Street and Number 358 B HERITAGE	Apt. No. Hills N.Y 10589 ZIP Code 10589
8. Date of Birth (Month) OCTOBER (Day) 23 (Year/yyyy) 1948		9. Age at last birthday (years) 60		10. Social Security No. 381-50-4019	
11a. Usual Occupation (Type of work done during most of working life. Do not use "retired") CAR DEALER			11b. Kind of business or industry AUTO	12. Aliases or AKAs ADRIAN W. QUINN	
13. Birthplace (City & State or Foreign Country) DETROIT MICHIGAN		14. Education (Check the box that best describes the highest degree or level of school completed at the time of death) <input type="checkbox"/> 8th grade or less; none <input type="checkbox"/> Some college credit, but no degree <input type="checkbox"/> Master's degree (e.g., MA, MS, MEd, MEd, MEd, MEd) <input type="checkbox"/> 9th - 12th grade; no diploma <input type="checkbox"/> Associate degree (e.g., AA, AB) <input type="checkbox"/> Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LLB, JD) <input type="checkbox"/> High school graduate or GED <input type="checkbox"/> Bachelor's degree (e.g., BA, AB, BS)			
15. Ever in U.S. Armed Forces? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		16. Marital/Partnership Status at time of death <input type="checkbox"/> Married <input type="checkbox"/> Domestic Partnership <input checked="" type="checkbox"/> Divorced <input type="checkbox"/> Married, but separated <input type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input type="checkbox"/> Other, Specify _____ <input type="checkbox"/> Unknown		17. Surviving Spouse's/Partner's Name (If wife, name prior to first marriage) (First, Middle, Last)	
18. Father's Name (First, Middle, Last) ARVIE T QUINN Sr.		18. Mother's Maiden Name (Prior to first marriage) (First, Middle, Last) MILDRED WARD			
20a. Informant's Name ADRIANNE QUINN		20b. Relationship to Decedent DAUGHTER		20c. Address (Street and Number Apt. No. City & State ZIP Code) 51 BIRCH HILLS DR. Poughkeepsie NY 12603	
21a. Method of Disposition <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Entombment <input type="checkbox"/> City Cemetery <input type="checkbox"/> Other Specify _____		21b. Place of Disposition (Name of cemetery, crematory, other place) OAKWOOD CENTER			
21c. Location of Disposition (City & State or Foreign Country) MT. KISCO NEW YORK		21d. Date of Disposition mm dd yyyy MARCH 6 2009			
22a. Funeral Establishment CASSIDY-FLYNN FUNERAL HOME		22b. Address (Street and Number City & State ZIP Code) 288 HAIN STREET MT KISCO NY 10549			



This is to certify that the foregoing is a true copy of a record on file in the Department of Health and Mental Hygiene. The Department of Health and Mental Hygiene does not certify to the truth of the statements made thereon, as no inquiry as to the facts has been provided by law.

Steven P. Schwartz
 Steven P. Schwartz, Ph.D., City Registrar



Do not accept this transcript unless it bears the security features listed on the back. Reproduction or alteration of this transcript is prohibited by §3.19(b) of the New York City Health Code if the purpose is the evasion or violation of any provision of the Health Code or any other law.

DATE ISSUED **Mar 05 2009**





General Motors Company
Dealer Business Planning Group
Mail Code 482-A08-C68
100 GM Renaissance Center
Detroit, MI 48256-1000

Exhibit
C

FEDERAL EXPRESS# 7977 5194 9111

PERSONAL & CONFIDENTIAL

July 10, 2009

Mount Kisco Chevrolet Cadillac Hummer, Inc.
175 N Bedford Rd
Mount Kisco, NY 10549

Attention: The Administrator of the Estate of Mr. Adrian Quinn

We ("New GM") are writing you as the purchaser of substantially all of the assets of General Motors Corporation ("Old GM"). You should have received recently a motion (the "Rejection Motion") filed with the United States Bankruptcy Court by Old GM earlier this week which seeks the Bankruptcy Court's approval to reject the Chevrolet, Cadillac Dealer Sales and Service Agreement(s) and Ancillary Agreements (collectively, the "Dealer Agreement") in effect between Mount Kisco Chevrolet Cadillac Hummer, Inc. and Old GM, now known as Motors Liquidation Holdings.

The Rejection Motion was necessary because Old GM can no longer perform under your Dealer Agreement as a result of the sale transaction. For example, Old GM no longer owns the GM trademarks. Accordingly, Mount Kisco Chevrolet Cadillac Hummer, Inc. is no longer authorized to use any of GM's trademarks or service marks as outlined in Article 17.5 of the Dealer Agreement and all use of GM/Divisional signage must be discontinued effective immediately. Additionally, you must discontinue the use of all advertising, Internet web sites, stationary, or other printed material that contains or relates to the trade names or trademarks of GM or any of its divisions. Mount Kisco Chevrolet Cadillac Hummer, Inc. will be contacted within the next 30 days regarding the removal of any signage it leases from GMDI.

Therefore, we wanted to inform you that as a result of the sale, Mount Kisco Chevrolet Cadillac Hummer, Inc. shall have no further rights (direct, indirect, contractual or otherwise) to act as an Authorized Dealer of GM automobiles. However, being mindful of the impact the Rejection Motion will have on you, we wish to offer you the following accommodations for which New GM otherwise has no legal obligation:

- New GM will continue to administer the close-out of ordinary normal course open account activity under the Dealer Agreement. In that regard, utilizing the systems currently in place, New GM will make on Old GM's behalf payments arising in the ordinary course including warranty, sales incentives, vehicle holdback, wholesale floorplan, and marketing stimulus program payments accruing during the period of June 1, 2009 through July 9, 2009.

- In addition, at the option of New GM, New GM may make payments arising in the ordinary course including warranty, sales incentives, vehicle holdback, wholesale floorplan, and marketing stimulus program payments accruing during the period prior to June 1, 2009.

These accommodations are conditioned upon the following:

- **Warranty Claims:** Dealership submissions for warranty repairs that have a repair order date prior to July 10, 2009 must be submitted electronically to New GM for processing by no later than 5:00pm EDT July 24, 2009. New GM will not pay for any warranty repairs performed on and after July 10, 2009.
- **Incentive Payments:** Dealership submissions for vehicle incentive payments on vehicles reported delivered by Dealer to Old GM prior to July 10, 2009 must be submitted electronically to GM for processing by no later than 5:00pm EDT July 24, 2009. New GM will not honor any of Old GM's incentive payment obligations for vehicles reported delivered by Dealer on and after July 10, 2009.
- **GM Communication Equipment:** The GM Interactive Distance Learning Equipment must be disposed of by the dealership in accordance with local disposal ordinances. If you have any questions about this equipment, please contact your Dealer Network Coordinator at (888) 748-2687, (prompts Distance Learning Equipment, move/add/change, then enter your area code).

This letter shall also inform you that by no later than July 25, 2009, all GlobalConnect user IDs associated with your BAC will be DE-ACTIVATED with the EXCEPTION of your Partner Security Coordinator's (PSC) ID. Only the PSC's ID will remain active. If there are any non-PSC IDs which need to remain active for business purposes (eg. submitting warranty claims, operating reports, etc.), your PSC will need to RE-ACTIVATE those particular IDs.

Lastly, in order to be able to effectively communicate and correspond with you after July 10, 2009, you must complete the attached "Post Rejection Notification" form and fax it to the New GM Dealer Business Planning Group at the number listed on the form.

Very truly yours,

General Motors Company

Attachment



General Motors

POST REJECTION NOTIFICATION

Rejected Dealer Company Information

Dealership Name: _____ BAC: _____

Physical Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Rejected Dealer Operator Contact Information

(Please provide contact information where GM can reach the Dealer Operator and an Alternate Contact for the foreseeable future)

Dealer Operator Name: _____

Contact street address same as the dealership address shown above? Y N

Street Address: _____

City: _____ State: _____ Zip: _____

Contact phone number same as the dealership phone number shown above? Y N

Phone Number: _____ Alternate Phone: _____

Email Address: _____

Alternate Contact Name: _____

Contact street address same as the dealership address shown above? Y N

Street Address: _____

City: _____ State: _____ Zip: _____

Contact phone number same as the dealership phone number shown above? Y N

Phone Number: _____ Alternate Phone: _____

Email Address: _____

DEALER: Fax to your Dealer Business Planning Analyst in the GM Dealer Business Planning Group at 313-667-5461/5462