

EXHIBIT H

COLLATERAL AGREEMENT

among

GENERAL MOTORS CORPORATION,

SATURN CORPORATION

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

Dated as of November 29, 2006

[CS&M No. 6701-619]

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COLLATERAL AGREEMENT, dated as of November 29, 2006, among General Motors Corporation (the "Borrower"); Saturn Corporation ("Saturn"); and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement dated as of the date hereof among the Borrower, Saturn, the Lenders (as defined therein) and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Article IX of the Credit Agreement, the Subsidiary Grantors (as defined below) have guaranteed all the Obligations (as defined below);

WHEREAS, each Subsidiary Grantor is a Subsidiary (as defined in the Credit Agreement) of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement;

WHEREAS, it is a condition precedent to the obligations of the Lenders to make their respective term loans to the Borrower under the Credit Agreement that the Grantors (as defined below) shall have executed and delivered this Agreement to the Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective term loans to the Borrower thereunder, each Grantor hereby agrees as follows:

ARTICLE I

Defined Terms

SECTION 1.01. Definitions. (a) Unless otherwise defined herein, capitalized terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

(b) The following terms shall have the following meanings:

"Agreement": this Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Collateral": as defined in Article II.

“Documents”: all “Documents” as such term is defined in Section 9-102 of the UCC as in effect on the date of this Agreement.

“Equipment”: all “Equipment” as such term is defined in Section 9-102 of the UCC as in effect on the date of this Agreement.

“Excluded Equipment and Fixtures”: all Equipment and Fixtures, now owned or at any time hereafter acquired by any Grantor, which are not located at U.S. Manufacturing Facilities; provided, that no Equipment or Fixtures now owned or at any time hereafter acquired by any Grantor (a) located at a U.S. Manufacturing Facility or (b) transferred to a Non-U.S. Manufacturing Property in violation of Section 4.06 shall constitute Excluded Equipment and Fixtures.

“Fixtures”: all “Fixtures” as such term is defined in Section 9-102 of the UCC as in effect on the date of this Agreement.

“Fixture Filing”: a “Fixture filing” as such term is defined in Section 9-102 of the UCC as in effect on the date of this Agreement.

“Fixture Filing Financing Statement”: a financing statement under the Uniform Commercial Code used in connection with a Fixture Filing.

“General Intangible”: a “General intangible” as such term is defined in Section 9-102 of the UCC as in effect on the date of this Agreement.

“Grantors”: a collective reference to the Borrower and Saturn, and each other direct or indirect wholly-owned domestic Subsidiary of the Borrower that at the option of the Borrower becomes a party to this Agreement, the Credit Agreement and each other relevant Loan Document, in each case by executing a joinder agreement in form and substance reasonably acceptable to the Agent.

“Instrument”: an “Instrument” as such term is defined in Section 9-102 of the UCC as in effect on the date of this Agreement.

“Non-U.S. Manufacturing Property”: any real property of a Grantor that is not part of a U.S. Manufacturing Facility.

“Obligations”: all obligations of any Grantor in respect of any unpaid Loans and any interest thereon (including interest accruing after the maturity of any Loan and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other obligations and liabilities of any Grantor to the Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Credit Agreement, any other Loan Document or any other document made, delivered or given in connection therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

“Perfection Certificate”: the certificate attached hereto as Exhibit A.

“Proceeds”: all “Proceeds” as such term is defined in Section 9-102 of the UCC as in effect on the date of this Agreement.

“Secured Parties”: the collective reference to the Agent, each Lender and each other Person to which any Obligations are owed.

“Subsidiary Grantor”: each Grantor that is a Subsidiary of the Borrower.

“UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Agent’s and the Secured Parties’ security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

“U.S. Manufacturing Facility”: (a) any plant or facility of a Grantor listed on Schedule 1, including all related or appurtenant land, buildings, Equipment and Fixtures, and (b) any plant or facility of a Grantor, including all related or appurtenant land, buildings, Equipment and Fixtures, acquired or leased by a Grantor after the date hereof which is located within the continental United States of America and at which manufacturing, production, assembly or processing activities are conducted.

SECTION 1.02. Other Definitional Provisions. (a) The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article or Section references are to the Articles and Sections of this Agreement, unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

ARTICLE II

Grant of Security Interest

Each Grantor hereby assigns and transfers to the Agent, its permitted successors and assigns, and hereby grants to the Agent, its permitted successors and assigns, for the benefit

of the Secured Parties, a security interest in, all of the following assets and property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (a) all Equipment and all Fixtures, other than Excluded Equipment and Fixtures;
- (b) all Documents and General Intangibles attributable solely to Equipment or Fixtures, other than Excluded Equipment and Fixtures;
- (c) all books and records pertaining solely to Equipment or Fixtures (or Proceeds or products of Equipment or Fixtures), in each case, other than Excluded Equipment and Fixtures (or Proceeds or products thereof); and
- (d) to the extent not otherwise included in foregoing clauses, all Proceeds and products of any and all of the foregoing;

provided that, notwithstanding any of the other provisions set forth in this Article II, this Agreement shall not constitute a grant of a security interest in any asset or property to the extent that:

- (i) such grant of a security interest is prohibited by any Requirement of Law of a Governmental Authority or requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law;
- (ii) such asset or property is subject to a Lien permitted under clause (vii) of Section 6.01(b) of the Credit Agreement and the grant of a security interest in such asset or property is prohibited by, or constitutes a breach or default under or requires any consent not obtained under, any contract, agreement, instrument or document creating such Lien or evidencing or governing the Indebtedness secured by such Lien; or
- (iii) in the case of any assets consisting of rights under a contract, agreement, instrument or other document, such grant of a security interest is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, such contract, agreement, instrument or other document;

except, in each case, to the extent that such Requirement of Law or the term in such contract, agreement, instrument or document providing for such prohibition, breach or default or resulting in such termination or requiring such consent is ineffective under applicable law or is severable (in which case, to the extent severable, the security interest created by this Agreement shall attach immediately to any portion of such asset or property that does not result in any of the foregoing consequences, including, without limitation, any Proceeds of such asset or property); provided, further, that the security interest created by this Agreement shall attach immediately to such asset or property at such time as such attachment shall have been consented to by the applicable Person or shall no longer be prohibited or constitute such a breach or default or result

in such a termination. The security interest granted hereunder is granted as security only and shall not subject the Agent or any other Secured Party to any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

To induce the Agent and the Lenders to enter into the Credit Agreement and to perform their obligations thereunder, each Grantor hereby represents and warrants to the Agent and each Secured Party that:

SECTION 3.01. No Other Liens; Title. Except for the security interest granted to the Agent for the benefit of the Secured Parties pursuant to this Agreement and any other Liens permitted to exist on the Collateral by the Credit Agreement, the Collateral is owned by such Grantor free and clear of any Lien. Such Grantor (a) is the record and beneficial owner of the Collateral pledged by it pursuant to this Agreement and (b) has rights in and title to the Collateral owned by it, and has full power and authority to grant to the Agent the security interest granted hereunder.

SECTION 3.02. Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) will constitute valid perfected security interests in all of the Collateral in favor of the Agent, for the benefit of the Secured Parties, as collateral security for the Obligations, in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, upon the filing of the UCC financing statements specified in the Perfection Certificate and (b) are prior to all other Liens on the Collateral, except for Liens which have priority over the Agent's Liens on the Collateral by operation of law or are otherwise permitted under the Credit Agreement, including, in the case of any Collateral that is a Fixture that is installed or located at any real property that is not covered by a Fixture Filing Financing Statement, rights of any holder (other than any Grantor) of a recorded interest in such real property.

SECTION 3.03. Perfection Certificate. The Perfection Certificate has been duly prepared and completed and the information set forth therein, including in the schedules thereto, is correct and complete in all material respects as of the date hereof.

ARTICLE IV

Covenants

Each Grantor covenants and agrees with the Agent and the Secured Parties that, from and after the date of this Agreement until the Obligations shall have been indefeasibly paid

in full, unless the requisite Lenders (as required by Section 10.01 of the Credit Agreement) otherwise consent:

SECTION 4.01. Delivery of Instruments. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, such Instrument shall be immediately delivered to the Agent, duly indorsed in a manner satisfactory to the Agent, to be held as Collateral pursuant to this Agreement.

SECTION 4.02. Maintenance of Insurance. Such Grantor will maintain, with financially sound and reputable companies, insurance policies insuring the Equipment, consistent with past practice or otherwise as it considers appropriate.

SECTION 4.03. Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.02 and shall defend such security interest against the claims and demands of all Persons whomsoever, subject to the rights of such Grantor under the Loan Documents to dispose of the Collateral.

(b) At any time and from time to time, upon the written request of the Agent, and at the sole expense of such Grantor, such Grantor will, to the extent it is required to do so under the Credit Agreement, including under Section 5.05 thereof, and within the time period provided therein, duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Agent may reasonably request that are necessary for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements (including Fixture Filing Financing Statements) under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of any other relevant Collateral, taking any actions necessary to enable the Agent to obtain “control” (within the meaning of the applicable UCC) with respect thereto.

SECTION 4.04. Changes in Name, etc. Such Grantor will not, except upon 10 days’ prior written notice to the Agent, (i) change its jurisdiction of organization or the location of its chief executive office from that referred to in the Perfection Certificate or (ii) change its name. Following any such change, upon the Agent’s written request such Grantor shall deliver to the Agent all additional financing statements or other documents reasonably requested by the Agent to maintain the validity, perfection and priority of the security interests provided for herein.

SECTION 4.05. Retention of Liability. Such Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof.

SECTION 4.06. Certain Transfers of Equipment and Fixtures. The Grantors shall not transfer any Equipment or Fixture to a Non-U.S. Manufacturing Property, except (a) in the ordinary course of business or (b) for a business purpose of the Borrower and its Subsidiaries (as determined in good faith by the Borrower) and not primarily for the purpose of (i) reducing

the security for the Obligations or (ii) making such Equipment or Fixture available to other creditors.

ARTICLE V

Remedial Provisions

SECTION 5.01. Proceeds to be Turned Over to Agent. If an Event of Default shall be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Agent, if required). All Proceeds received by the Agent hereunder shall be held by the Agent in an account maintained under its sole dominion and control. All Proceeds while held by the Agent (or by such Grantor in trust for the Agent and the Secured Parties) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 5.02.

SECTION 5.02. Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Agent, or, if an Event of Default shall be continuing, at any time at the Agent's election, the Agent may apply all or any part of Proceeds constituting Collateral in payment of the Obligations in accordance with Section 2.12(c) of the Credit Agreement.

SECTION 5.03. Other Remedies. If an Event of Default shall be continuing, the Agent, on behalf of the Secured Parties, may exercise any or all of the following rights and remedies, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations and all rights and remedies of a secured party under the UCC or any other applicable law:

(a) Without limiting the generality of the foregoing and in each case subject to any applicable law, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances, with or without legal process, take possession of the Collateral and without liability for trespass enter any premises where the Collateral may be installed or located for the purpose of taking possession of or removing the Collateral, and forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent or any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; provided that the relevant Grantor shall be provided with a written notice with respect to the taking of any such

action. Subject to any applicable law, the Agent or any Secured Party shall have the right upon any such public or private sale or sales to purchase the whole or any part of the Collateral so sold. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all right of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor further agrees, at the Agent's written request, to assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at such Grantor's premises or elsewhere. As an alternative to exercising the power of sale herein conferred upon it, the Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the UCC or its equivalent in other jurisdictions.

(b) The Agent shall apply the net proceeds of any action taken by it pursuant to this Section, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Agent and the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations in accordance with Section 2.12(c) of the Credit Agreement, and only after such application and after the payment by the Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the UCC, need the Agent account for the surplus, if any, to any Grantor.

(c) To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Agent or any Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

SECTION 5.04. Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Agent or any Secured Party to collect such deficiency.

ARTICLE VI

The Agent

SECTION 6.01. Agent's Appointment as Attorney-in-Fact, etc. (a) Effective upon the occurrence of an Event of Default, each Grantor hereby irrevocably constitutes and

appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due with respect to any Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent with respect to any Collateral;

(ii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iii) execute, in connection with any sale provided for in Section 5.03, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(iv) (A) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (B) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (E) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (F) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Agent may deem appropriate; and (G) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and do, at the Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the Agent's and the Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section to the contrary notwithstanding, the Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section unless an Event of Default shall have occurred and be continuing.

(b) During the occurrence of an Event of Default, if any Grantor fails to perform or comply with any of its agreements contained herein, the Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Agent incurred in connection with actions undertaken as provided in this Section, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due ABR Loans under the Credit Agreement, from the date of payment by the Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

SECTION 6.02. Duty of Agent. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, but subject to any applicable law, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Subject to any applicable law, neither the Agent, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. Subject to any applicable law, the powers conferred on the Agent and the Secured Parties hereunder are solely to protect the Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the Agent or any Secured Party to exercise any such powers. Subject to any applicable law, the Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their respective officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 6.03. Execution of Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Agent to file or record financing statements (including Fixture Filing Financing Statements) and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Agent determines appropriate to perfect the security interests of the Agent under this Agreement. Notwithstanding anything to the contrary contained herein or in any other Loan Document, (a) with regard to any Fixture Filing Financing Statement related to any U.S. Manufacturing Facility that is not a Material Facility, the cost (if any) of generating the real property description used in such Fixture Filing Financing Statement shall be at the expense of the Secured Parties and (b) with respect to the perfection of the security interest created hereby in property of the types

included in the description of the Collateral which is acquired after the Funding Date, or which is owned by a Loan Party that becomes a Loan Party after the Funding Date, the Grantors shall not be liable for the expenses incurred in taking actions that are inconsistent with Section 5.05 of the Credit Agreement.

SECTION 6.04. Authority of Agent. Each of the Grantors and the Agent acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken by the Agent or the exercise or nonexercise by the Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Agent and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Grantors, the Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

ARTICLE VII

Miscellaneous

SECTION 7.01. Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in a writing signed by all parties hereto in accordance with Section 10.01 of the Credit Agreement.

SECTION 7.02. Notices. All notices, requests and demands to or upon the Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.02 of the Credit Agreement.

SECTION 7.03. No Waiver by Course of Conduct; Cumulative Remedies. Neither the Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 7.01), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Agent or any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent or any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent or such Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

SECTION 7.04. Enforcement Expenses; Indemnification. (a) Each Grantor agrees to pay or reimburse the Agent and each Secured Party for all its reasonable costs and expenses reasonably incurred in collecting against such Grantor and enforcing any rights under

this Agreement, including, without limitation, the reasonable fees and disbursements of counsel to the Agent and the Secured Parties.

(b) Subject in all respects to Section 2.15 of the Credit Agreement, each Grantor agrees to pay, and to save the Agent and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable by such Grantor or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Grantor agrees to pay, and to save the Agent and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.05 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

SECTION 7.05. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Agent and the Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Agent and, to the extent required by Section 10.01 of the Credit Agreement, the Lenders.

SECTION 7.06. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic image scan), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 7.07. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 7.08. Section Headings. The Article and Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

SECTION 7.09. Integration. This Agreement, the Fee Letter and the other Loan Documents to which any Grantor is party represent the complete agreements of the parties hereto and the Secured Parties with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by any Grantor, the Agent or any Secured Party relative to subject matter hereof and thereof not expressly set forth or referred to herein or therein.

SECTION 7.10. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7.11. Submission to Jurisdiction; Waivers. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each Grantor hereby irrevocably and unconditionally agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 10.02 of the Credit Agreement or at such other address of which the Agent shall have been notified pursuant thereto. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(d) Each Grantor waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

SECTION 7.12. Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Agent nor any Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Agent and Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

SECTION 7.13. Releases. (a) In addition to the provisions of Section 10.12 of the Credit Agreement, at such time as the outstanding Obligations shall have been indefeasibly paid in full, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Agent shall deliver to such Grantor any Collateral held by the Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) Upon any Permitted Transfer of any Collateral, or upon the effectiveness of any written consent to the release of the security interest granted hereunder in any Collateral pursuant to Section 10.01 of the Credit Agreement, such security interest in such Collateral shall be automatically released. In connection with such release, the parties hereto shall comply with Section 10.12 of the Credit Agreement.

SECTION 7.14. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM.

SECTION 7.15. Additional Grantors. Upon the execution and delivery by the Agent and any direct or indirect wholly-owned domestic Subsidiary of the Borrower of a joinder agreement in form and substance reasonably acceptable to the Agent for the purpose of causing such Subsidiary to become a Grantor hereunder and a Guarantor under and as defined in the Credit Agreement, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any other party hereto. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

[remainder of page intentionally blank; signature page is next page]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GENERAL MOTORS CORPORATION, as a Grantor,

by

Teresa Hilda
Name: TERESA B. HILDA
Title: ASSISTANT TREASURER

SATURN CORPORATION, as a Grantor,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., as Agent,

by

Name:
Title:

[SIGNATURE PAGE TO GENERAL MOTORS COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

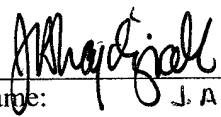
GENERAL MOTORS CORPORATION, as a Grantor,

by

Name:
Title:

SATURN CORPORATION, as a Grantor,

by



Name: J. A. Lajdzak
Title: General Manager and Vice President

JPMORGAN CHASE BANK, N.A., as Agent,

by

Name:
Title:

[SIGNATURE PAGE TO GENERAL MOTORS COLLATERAL AGREEMENT]

[[NYCORP:2656491]]

JPMCB-CSM-0000130

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GENERAL MOTORS CORPORATION, as a Grantor,

by

Name:
Title:


SATURN CORPORATION, as a Grantor,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., as Agent,

by



Name:
Title: **RICHARD W. DUKER**
MANAGING DIRECTOR

[SIGNATURE PAGE TO GENERAL MOTORS COLLATERAL AGREEMENT]

Schedule 1
to
General Motors Collateral Agreement

Num	Facility	City	State
1	GM ASSEMBLY ARLINGTON	ARLINGTON	TX
2	GM ASSEMBLY BOWLING GREEN	BOWLING GREEN	KY
3	GM ASSEMBLY DETROIT HAMTRAMCK	DETROIT	MI
4	GM ASSEMBLY FAIRFAX	KANSAS CITY	KS
5	GM ASSEMBLY FLINT	FLINT	MI
6	GM ASSEMBLY FORT WAYNE	FORT WAYNE	IN
7	GM ASSEMBLY JANESVILLE	JANESVILLE	WI
8	GM ASSEMBLY LANSING DELTA TOWNSHIP	LANSING	MI
9	GM ASSEMBLY LANSING GRAND RIVER	LANSING	MI
10	GM ASSEMBLY LORDSTOWN	LORDSTOWN	OH
11	GM ASSEMBLY MORAINE	DAYTON	OH
12	GM ASSEMBLY ORION	LAKE ORION	MI
13	GM ASSEMBLY PONTIAC EAST	PONTIAC	MI
14	GM ASSEMBLY SATURN WILMINGTON	WILMINGTON	DE
15	GM ASSEMBLY SHREVEPORT	SHREVEPORT	LA
16	GM ASSEMBLY WENTZVILLE	WENTZVILLE	MO
17	GM MFD AMT (SAMCO)	NEW HUDSON	MI
18	GM MFD FLINT	FLINT	MI
19	GM MFD FLINT TOOL & DIE	FLINT	MI
20	GM MFD GRAND BLANC	GRAND BLANC	MI
21	GM MFD GRAND RAPIDS	WYOMING	MI
22	GM MFD INDIANAPOLIS	INDIANAPOLIS	IN
23	GM MFD LANSING REGIONAL STAMPING	LANSING	MI
24	GM MFD LORDSTOWN	LORDSTOWN	OH
25	GM MFD MANSFIELD	MANSFIELD	OH
26	GM MFD MARION	MARION	IN
27	GM MFD PARMA	PARMA	OH
28	GM MFD PONTIAC	PONTIAC	MI
29	GM MFD SHREVEPORT	SHREVEPORT	LA
30	GM POWERTRAIN ALLISON BALTIMORE	WHITE MARSH	MD
31	GM POWERTRAIN BAY CITY	BAY CITY	MI
32	GM POWERTRAIN BEDFORD	BEDFORD	IN
33	GM POWERTRAIN DEFIANCE	DEFIANCE	OH
34	GM POWERTRAIN FLINT ENGINE SOUTH	FLINT	MI
35	GM POWERTRAIN LIVONIA	LIVONIA	MI
36	GM POWERTRAIN MASSENA	MASSENA	NY
37	GM POWERTRAIN PARMA	PARMA	OH
38	GM POWERTRAIN ROMULUS ENGINE	ROMULUS	MI
39	GM POWERTRAIN TOLEDO	TOLEDO	OH
40	GM POWERTRAIN TONAWANDA	BUFFALO	NY
41	GM POWERTRAIN WARREN TRANSMISSION	WARREN	MI
42	GM POWERTRAIN WILLOW RUN	YPSILANTI	MI

Exhibit A
to
General Motors Collateral Agreement
Perfection Certificate

PERFECTION CERTIFICATE

Dated: November 29, 2006

Reference is made to the Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Agreement"), among GENERAL MOTORS CORPORATION (the "Borrower"), SATURN CORPORATION, as a Guarantor (the "Guarantor" and, together with the Borrower, the "Grantors") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Agent"). Capitalized terms used but not defined herein have the meanings assigned in the Agreement referred to therein.

The Borrower hereby certifies to the Agent and each other Secured Party as follows:

1. Names.

- (a) The exact legal name of each Grantor, as such name appears in its filed organizational documents, is as follows:

General Motors Corporation
Saturn Corporation

- (b) Set forth below is each other legal name each Grantor has had in the past five years, together with the date of the relevant change:

None

- (c) Except as set forth below, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization.

There has been no change in identity or corporate structure of the Guarantor, but as of November 11, 2005, the Guarantor became a wholly-owned subsidiary of On Star Corporation, which is itself a wholly-owned subsidiary of the Borrower.

- (d) Set forth below is the Organizational Identification Number issued by the jurisdiction of formation of each Grantor:

General Motors Corporation: 0056825
Saturn Corporation: 2055433

2. Current Locations.

- (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>
General Motors Corporation	300 Renaissance Center Detroit, MI 48265-3000	Wayne
Saturn Corporation	300 Renaissance Center Detroit, MI 48265-3000	Wayne

- (b) The jurisdiction of formation of each Grantor is set forth opposite its name below:

<u>Grantor</u>	<u>Jurisdiction of Formation</u>
General Motors Corporation	Delaware
Saturn Corporation	Delaware

- (c) Attached hereto as Schedule 2(c) is a schedule setting forth, with respect to each U.S. Manufacturing Facility, (a) the address thereof (including the county), (b) the exact name of the Person that owns such property as such name appears in its certificate of incorporation or other organizational document, (c) if different from the name identified pursuant to clause (b), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (d) the filing office in which a Fixture Filing Financing Statement with respect to such property must be filed or recorded in order for the Agent to obtain a perfected security interest in the fixtures located thereon.

3. Lien Search Reports.

- (a) Lien search reports have been obtained with respect to each Grantor from the Secretary of State of Delaware and, with regard to Federal and state tax liens only, the Department of State of Michigan.
- (b) With respect to each U.S. Manufacturing Facility listed on Schedule 3 hereto, lien search reports have been obtained (or will be obtained by such later date as agreed to by the Agent) in the local real property filing office applicable to such U.S. Manufacturing Facility. Each such search report covers the entire parcel or parcels of real property upon which the U.S. Manufacturing Facility to which it relates is located.

4. UCC Filings. Financing statements in substantially the form of Schedule 4 hereto have been prepared for filing in the proper Uniform Commercial Code filing office in the jurisdiction in

which each Grantor is organized and, to the extent listed in Schedule 5 with regard to any Fixture Filing Financing Statement, in the proper local jurisdiction.

5. Schedule of Filings. Attached hereto as Schedule 5 is a schedule setting forth, with respect to the filings described in Section 4 above, each such filing and the filing office in which such filing is to be made.

[remainder of page intentionally blank]

Schedule 2(c)
to Perfection Certificate of General Motors

Certain Information Regarding U.S. Manufacturing Facilities

GROUP	PLANT NAME	OWNER NAME	STREET ADDRESS	CITY	COUNTY/FILIN G OFFICE	STAT E	ZIP COD E
ASSEMBLY	GM ASSEMBLY ARLINGTON	GENERAL MOTORS CORPORATION	2525 E ABRAM ST	ARLINGTON	TARRANT	TX	76010134 6
	GM ASSEMBLY BOWLING GREEN	GENERAL MOTORS CORPORATION	600 CORVETTE DR	BOWLING GREEN	WARREN	KY	42101910 9
	GM ASSEMBLY DETROIT HAMTRAMCK	GENERAL MOTORS CORPORATION	2500 E GENERAL MOTORS BLVD	DETROIT	WAYNE	MI	48211200 6
	GM ASSEMBLY FAIRFAX	GENERAL MOTORS CORPORATION	3201 FAIRFAX TRAFFICWAY	KANSAS CITY	WYANDOTTE	KS	66115130 7
	GM ASSEMBLY FLINT	GENERAL MOTORS CORPORATION	G-3100 VAN SLYKE RD	FLINT	GENESEE	MI	48551000 1
	GM ASSEMBLY FORT WAYNE	GENERAL MOTORS CORPORATION	12200 LAFAYETTE CENTER RD	FORT WAYNE	ALLEN	IN	46801
	GM ASSEMBLY JANESVILLE	GENERAL MOTORS CORPORATION	1000 INDUSTRIAL AVE	JANESVILLE	ROCK	WI	53546253 1
	GM ASSEMBLY LANSING DELTA TOWNSHIP	GENERAL MOTORS CORPORATION	8175 MILLET HIGHWAY	LANSING	EATON	MI	48917
	GM ASSEMBLY LANSING GRAND RIVER	GENERAL MOTORS CORPORATION	920 TOWNSEND AVE	LANSING	INGHAM	MI	48921000 1
	GM ASSEMBLY LORDSTOWN	GENERAL MOTORS CORPORATION	2300 HALLOCK YOUNG RD	LORDSTOWN	TRUMBULL	OH	44481923 8
	GM ASSEMBLY MORAIN	GENERAL MOTORS CORPORATION	2601 W STROOP RD	DAYTON	MONTGOMERY	OH	45439192 9
	GM ASSEMBLY ORION	GENERAL MOTORS CORPORATION	4555 GIDDINGS RD	LAKE ORION	OAKLAND	MI	48359
	GM ASSEMBLY PONTIAC EAST	GENERAL MOTORS CORPORATION	2100 S OPDYKE RD	PONTIAC	OAKLAND	MI	48341315 5
	GM ASSEMBLY SATURN WILMINGTON	SATURN CORPORATION	BOXWOOD AND DODSON ROADS	WILMINGTON	NEW CASTLE	DE	19899
	GM ASSEMBLY SHREVEPORT	GENERAL MOTORS CORPORATION	7600 GENERAL MOTORS BLVD	SHREVEPORT	CADDO	LA	71129942 6
	GM ASSEMBLY WENTZVILLE	GENERAL MOTORS CORPORATION	1500 E ROUTE A	WENTZVILLE	SAIN T CHARLES	MO	63385
	MFD	GM MFD AMT (SAMCO)	GENERAL MOTORS CORPORATION	30165 SOUTH HILL RD	NEW HUDSON	OAKLAND	MI
GM MFD FLINT		GENERAL MOTORS CORPORATION	G-2238 W BRISTOL RD	FLINT	GENESEE	MI	48507550 0
GM MFD FLINT TOOL & DIE		GENERAL MOTORS CORPORATION	425 STEVENSON ST	FLINT	GENESEE	MI	48504492 5
GM MFD GRAND BLANC		GENERAL MOTORS CORPORATION	10800 S SAGINAW ST	GRAND BLANC	GENESEE	MI	48439812 0
GM MFD GRAND RAPIDS		GENERAL MOTORS CORPORATION	300 36TH STREET SW	WYOMING	KENT	MI	49548210

	GM MFD INDIANAPOLIS	GENERAL MOTORS CORPORATION	340 S WHITE RIVER PKWY W DR	INDIANAPOLIS	MARION	IN	7 46222455 4
	GM MFD LANSING REGIONAL STAMPING	GENERAL MOTORS CORPORATION	8001 DAVIS HWY	LANSING	EATON	MI	6 48917954
	GM MFD LORDSTOWN	GENERAL MOTORS CORPORATION	2369 ELLSWORTH-BAILEY RD	LORDSTOWN	TRUMBULL	OH	5 44481923
	GM MFD MANSFIELD	GENERAL MOTORS CORPORATION	2525 W 4TH ST	MANSFIELD	RICHLAND	OH	8 44906120
	GM MFD MARION	GENERAL MOTORS CORPORATION	2400 W. SECOND ST.	MARION	GRANT	IN	9 46952324
	GM MFD PARMA	GENERAL MOTORS CORPORATION	5400 CHEVROLET BLVD	PARMA	CUYAHOGA	OH	1 44130145
	GM MFD PONTIAC	GENERAL MOTORS CORPORATION	220 EAST COLUMBIA	PONTIAC	OAKLAND	MI	7 48340285
	GM MFD SHREVEPORT	GENERAL MOTORS CORPORATION	7600 GENERAL MOTORS BLVD	SHREVEPORT	CADDO	LA	6 71129942
POWERTRAIN IN	GM POWERTRAIN ALLISON BALTIMORE	GENERAL MOTORS CORPORATION (record owner is GM Facilities Trust 1999-1)	10301 PHILADELPHIA RD	WHITE MARSH	BALTIMORE	MD	0 21162340
	GM POWERTRAIN BAY CITY	GENERAL MOTORS CORPORATION	1001 WOODSIDE AVE	BAY CITY	BAY	MI	0 48708547
	GM POWERTRAIN BEDFORD	GENERAL MOTORS CORPORATION	105 GM DR	BEDFORD	LAWRENCE	IN	47421
	GM POWERTRAIN DEFIANCE	GENERAL MOTORS CORPORATION	26427 STATE RD ROUTE 281E	DEFIANCE	DEFIANCE	OH	1 43512678
	GM POWERTRAIN FLINT ENGINE SOUTH	GENERAL MOTORS CORPORATION	2100 BRISTOL RD	FLINT	GENESEE	MI	1 48552000
	GM POWERTRAIN LIVONIA	GENERAL MOTORS CORPORATION	12200 MIDDLEBELT RD	LIVONIA	WAYNE	MI	5 48150231
	GM POWERTRAIN MASSENA	GENERAL MOTORS CORPORATION	ROUTE 37 E	MASSENA	SAINT LAWRENCE	NY	13662
	GM POWERTRAIN PARMA	GENERAL MOTORS CORPORATION	5520 CHEVROLET BLVD	PARMA	CUYAHOGA	OH	6 44130147
	GM POWERTRAIN ROMULUS ENGINE	GENERAL MOTORS CORPORATION	36880 ECORSE RD	ROMULUS	WAYNE	MI	5 48174131
	GM POWERTRAIN TOLEDO	GENERAL MOTORS CORPORATION	1455 ALEXIS RD	TOLEDO	LUCAS	OH	4 43612400
	GM POWERTRAIN TONAWANDA	GENERAL MOTORS CORPORATION (record owner is Erie County Industrial Development Agency)	2995 RIVER RD	BUFFALO	ERIE	NY	9 14207105
	GM POWERTRAIN WARREN TRANSMISSION	GENERAL MOTORS CORPORATION	23500 MOUND RD	WARREN	MACOMB	MI	48091
	GM POWERTRAIN WILLOW RUN	GENERAL MOTORS CORPORATION	ECORSE AND WIARD ROAD	YPSILANTI	WASHTENAW	MI	48198

**Schedule 3
to Perfection Certificate of General Motors**

List of U.S. Manufacturing Facilities Searched

Num	Facility Name	City	County	State
1	GM ASSEMBLY ARLINGTON	ARLINGTON	TARRANT	TX
2	GM ASSEMBLY BOWLING GREEN	BOWLING GREEN	WARREN	KY
3	GM ASSEMBLY DETROIT HAMTRAMCK	DETROIT	WAYNE	MI
4	GM ASSEMBLY FAIRFAX	KANSAS CITY	WYANDOTTE	KS
5	GM ASSEMBLY FLINT	FLINT	GENESEE	MI
6	GM ASSEMBLY FORT WAYNE	FORT WAYNE	ALLEN	IN
7	GM ASSEMBLY JANESVILLE	JANESVILLE	ROCK	WI
8	GM ASSEMBLY LANSING DELTA TOWNSHIP	LANSING	EATON	MI
9	GM ASSEMBLY LANSING GRAND RIVER	LANSING	INGHAM	MI
10	GM ASSEMBLY LORDSTOWN	LORDSTOWN	TRUMBULL	OH
11	GM ASSEMBLY MORAINÉ	DAYTON	MONTGOMERY	OH
12	GM ASSEMBLY ORION	LAKE ORION	OAKLAND	MI
13	GM ASSEMBLY PONTIAC EAST	PONTIAC	OAKLAND	MI
14	GM ASSEMBLY SATURN WILMINGTON	WILMINGTON	NEW CASTLE	DE
15	GM ASSEMBLY SHREVEPORT	SHREVEPORT	CADDO	LA
16	GM ASSEMBLY WENTZVILLE	WENTZVILLE	SAINT CHARLES	MO
17	GM MFD AMT (SAMCO)	NEW HUDSON	OAKLAND	MI
18	GM MFD FLINT	FLINT	GENESEE	MI
19	GM MFD FLINT TOOL & DIE	FLINT	GENESEE	MI
20	GM MFD GRAND BLANC	GRAND BLANC	GENESEE	MI
21	GM MFD GRAND RAPIDS	WYOMING	KENT	MI
22	GM MFD INDIANAPOLIS	INDIANAPOLIS	MARION	IN
23	GM MFD LANSING REGIONAL STAMPING	LANSING	EATON	MI
24	GM MFD LORDSTOWN	LORDSTOWN	TRUMBULL	OH
25	GM MFD MANSFIELD	MANSFIELD	RICHLAND	OH
26	GM MFD MARION	MARION	GRANT	IN
27	GM MFD PARMA	PARMA	CUYAHOGA	OH
28	GM MFD PONTIAC	PONTIAC	OAKLAND	MI
29	GM MFD SHREVEPORT	SHREVEPORT	CADDO	LA
30	GM POWERTRAIN ALLISON BALTIMORE	WHITE MARSH	BALTIMORE	MD
31	GM POWERTRAIN BAY CITY	BAY CITY	BAY	MI
32	GM POWERTRAIN BEDFORD	BEDFORD	LAWRENCE	IN
33	GM POWERTRAIN DEFIANCE	DEFIANCE	DEFIANCE	OH
34	GM POWERTRAIN FLINT ENGINE SOUTH	FLINT	GENESEE	MI
35	GM POWERTRAIN LIVONIA	LIVONIA	WAYNE	MI
36	GM POWERTRAIN MASSENA	MASSENA	SAINT LAWRENCE	NY
37	GM POWERTRAIN PARMA	PARMA	CUYAHOGA	OH
38	GM POWERTRAIN ROMULUS ENGINE	ROMULUS	WAYNE	MI
39	GM POWERTRAIN TOLEDO	TOLEDO	LUCAS	OH
40	GM POWERTRAIN TONAWANDA	BUFFALO	ERIE	NY
41	GM POWERTRAIN WARREN TRANSMISSION	WARREN	MACOMB	MI
42	GM POWERTRAIN WILLOW RUN	YPSILANTI	WASHTENAW	MI

Schedule 4
to Perfection Certificate of General Motors
Specimen UCC Financing Statements to be Filed

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
UCC Filings	800-828-0938
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
National Corporate Research 41 State Street Suite 600 Albany, NY 12207 melissa@nationalcorp.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
GENERAL MOTORS CORPORATION					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
300 RENAISSANCE CENTER		DETROIT	MI	48265-3000	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
		Corporation	Delaware		
<input type="checkbox"/> NONE					

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
<input type="checkbox"/> NONE					

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
P.O. BOX 2558		HOUSTON	TX	77252	USA

4. This FINANCING STATEMENT covers the following collateral:
THE ASSETS DESCRIBED ON ANNEX I ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						
6701-619 -- DE - Secretary of State						F#176913 A#274606

ANNEX I
TO
UCC-1 FINANCING STATEMENT

Debtor: General Motors Corporation
300 Renaissance Center
Detroit, Michigan 48265-3000
(the "Debtor")

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent
P.O. Box 2558
Houston, TX 77252
(the "Agent")

The financing statement to which this Annex I is attached covers all of the following property of the Debtor now owned or at any time hereafter acquired (collectively, the "Collateral"):

- (1) all Equipment and all Fixtures, other than Excluded Equipment and Fixtures;
- (2) all Documents and General Intangibles attributable solely to Equipment or Fixtures, other than Excluded Equipment and Fixtures;
- (3) all books and records pertaining solely to Equipment or Fixtures (or Proceeds or products of Equipment or Fixtures), in each case, other than Excluded Equipment and Fixtures (or Proceeds or products thereof); and
- (4) to the extent not otherwise included in the foregoing clauses, all Proceeds and products of any and all of the foregoing.

As used herein, the following terms shall have the following meanings:

"Collateral Agreement": the collateral agreement, dated as of November 29, 2006, among the Debtor, Saturn Corporation and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

"Credit Agreement": the term loan agreement, dated as of November 29, 2006, among the Debtor, Saturn Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

"Documents": all "Documents" as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Equipment”: all “Equipment” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Excluded Equipment and Fixtures”: all Equipment and Fixtures, now owned or at any time hereafter acquired by the Debtor, which are not located at U.S. Manufacturing Facilities; provided, that no Equipment or Fixtures now owned or at any time hereafter acquired by the Debtor (a) located at a U.S. Manufacturing Facility or (b) transferred to a Non-U.S. Manufacturing Property other than (i) in the ordinary course of business or (ii) for a business purpose of the Debtor and its Subsidiaries (as determined in good faith by the Debtor) and not primarily for the purpose of (1) reducing the security for the Obligations or (2) making such Equipment and Fixtures available to other creditors, shall constitute Excluded Equipment and Fixtures.

“Fixtures”: all “Fixtures” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“General Intangible”: a “General intangible” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Governmental Authority”: any nation or government, any state, province, municipality or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of government including the European Central Bank.

“Grantors”: a collective reference to the Debtor and Saturn Corporation, and each other direct or indirect wholly-owned domestic Subsidiary of the Debtor that at the option of the Debtor becomes a party to the Collateral Agreement, the Credit Agreement and each other relevant Loan Document, in each case by executing a joinder agreement in form and substance reasonably acceptable to the Agent.

“Lender”: each Lender party to the Credit Agreement.

“Lien”: any mortgage, pledge, lien, security interest, charge, statutory deemed trust, conditional sale or other title retention agreement or other similar encumbrance.

“Loan”: a loan made by a Lender to the Debtor pursuant to the Credit Agreement.

“Loan Documents”: the Credit Agreement, the Security Documents, the Notes and any amendment, waiver, supplement or other modification to any of the foregoing.

“Non-U.S. Manufacturing Property”: any real property of a Grantor that is not part of a U.S. Manufacturing Facility.

“Note”: a promissory note, executed and delivered by the Debtor with respect to the Loans, substantially in the form of Exhibit B to the Credit Agreement.

“Obligations”: all obligations of any Grantor in respect of any unpaid Loans and any interest thereon (including interest accruing after the maturity of any Loan and interest

accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other obligations and liabilities of any Grantor to the Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Credit Agreement, any other Loan Document or any other document made, delivered or given in connection therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

“Person”: an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Proceeds”: all “Proceeds” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Secured Parties”: the collective reference to the Agent, each Lender and each other Person to which any Obligations are owed.

“Security Documents”: the Collateral Agreement and all other security documents delivered to the Agent granting or purporting to grant a Lien on any property of any Person to secure the Obligations, including financing statements or financing change statements under the applicable Uniform Commercial Code.

“Subsidiary”: as to any Person (the “parent”), any other Person of which at least a majority of the outstanding stock or other equity interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or comparable governing body of such Person (irrespective of whether or not at the time stock or other equity interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time owned by the parent, or by one or more Subsidiaries, or by the parent and one or more Subsidiaries.

“UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Agent’s and the Secured Parties’ security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

“U.S. Manufacturing Facility”: (a) any plant or facility of a Grantor listed on Schedule 1 hereto, including all related or appurtenant land, buildings, Equipment and Fixtures, and (b) any plant or facility of a Grantor, including all related or appurtenant land, buildings, Equipment and Fixtures, acquired or leased by a Grantor after the date hereof which is located within the continental United States of America and at which manufacturing, production, assembly or processing activities are conducted.

Schedule 1
to Annex 1 to UCC-1 Financing Statement

Num	Facility	City	State
1	GM ASSEMBLY ARLINGTON	ARLINGTON	TX
2	GM ASSEMBLY BOWLING GREEN	BOWLING GREEN	KY
3	GM ASSEMBLY DETROIT HAMTRAMCK	DETROIT	MI
4	GM ASSEMBLY FAIRFAX	KANSAS CITY	KS
5	GM ASSEMBLY FLINT	FLINT	MI
6	GM ASSEMBLY FORT WAYNE	FORT WAYNE	IN
7	GM ASSEMBLY JANESVILLE	JANESVILLE	WI
8	GM ASSEMBLY LANSING DELTA TOWNSHIP	LANSING	MI
9	GM ASSEMBLY LANSING GRAND RIVER	LANSING	MI
10	GM ASSEMBLY LORDSTOWN	LORDSTOWN	OH
11	GM ASSEMBLY MORAINE	DAYTON	OH
12	GM ASSEMBLY ORION	LAKE ORION	MI
13	GM ASSEMBLY PONTIAC EAST	PONTIAC	MI
14	GM ASSEMBLY SATURN WILMINGTON	WILMINGTON	DE
15	GM ASSEMBLY SHREVEPORT	SHREVEPORT	LA
16	GM ASSEMBLY WENTZVILLE	WENTZVILLE	MO
17	GM MFD AMT (SAMCO)	NEW HUDSON	MI
18	GM MFD FLINT	FLINT	MI
19	GM MFD FLINT TOOL & DIE	FLINT	MI
20	GM MFD GRAND BLANC	GRAND BLANC	MI
21	GM MFD GRAND RAPIDS	WYOMING	MI
22	GM MFD INDIANAPOLIS	INDIANAPOLIS	IN
23	GM MFD LANSING REGIONAL STAMPING	LANSING	MI
24	GM MFD LORDSTOWN	LORDSTOWN	OH
25	GM MFD MANSFIELD	MANSFIELD	OH
26	GM MFD MARION	MARION	IN
27	GM MFD PARMA	PARMA	OH
28	GM MFD PONTIAC	PONTIAC	MI
29	GM MFD SHREVEPORT	SHREVEPORT	LA
30	GM POWERTRAIN ALLISON BALTIMORE	WHITE MARSH	MD
31	GM POWERTRAIN BAY CITY	BAY CITY	MI
32	GM POWERTRAIN BEDFORD	BEDFORD	IN
33	GM POWERTRAIN DEFIANCE	DEFIANCE	OH
34	GM POWERTRAIN FLINT ENGINE SOUTH	FLINT	MI
35	GM POWERTRAIN LIVONIA	LIVONIA	MI
36	GM POWERTRAIN MASSENA	MASSENA	NY
37	GM POWERTRAIN PARMA	PARMA	OH
38	GM POWERTRAIN ROMULUS ENGINE	ROMULUS	MI
39	GM POWERTRAIN TOLEDO	TOLEDO	OH
40	GM POWERTRAIN TONAWANDA	BUFFALO	NY
41	GM POWERTRAIN WARREN TRANSMISSION	WARREN	MI
42	GM POWERTRAIN WILLOW RUN	YPSILANTI	MI

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] UCC Filings 800-828-0938	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) National Corporate Research 41 State Street Suite 600 Albany, NY 12207 melissa@nationalcorp.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME SATURN CORPORATION					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 300 RENAISSANCE CENTER		CITY DETROIT	STATE MI	POSTAL CODE 48265-3000	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS P.O. BOX 2558		CITY HOUSTON	STATE TX	POSTAL CODE 77252	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

THE ASSETS DESCRIBED ON ANNEX I ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> [for record] (or recorded) [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA 6701-619 -- DE - Secretary of State						F#176916 A#274609

ANNEX I
TO
UCC-1 FINANCING STATEMENT

Debtor: Saturn Corporation
300 Renaissance Center
Detroit, Michigan 48265-3000
(the “Debtor”)

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent
P.O. Box 2558
Houston, TX 77252
(the “Agent”)

The financing statement to which this Annex I is attached covers all of the following property of the Debtor now owned or at any time hereafter acquired (collectively, the “Collateral”):

- (1) all Equipment and all Fixtures, other than Excluded Equipment and Fixtures;
- (2) all Documents and General Intangibles attributable solely to Equipment or Fixtures, other than Excluded Equipment and Fixtures;
- (3) all books and records pertaining solely to Equipment or Fixtures (or Proceeds or products of Equipment or Fixtures), in each case, other than Excluded Equipment and Fixtures (or Proceeds or products thereof); and
- (4) to the extent not otherwise included in the foregoing clauses, all Proceeds and products of any and all of the foregoing.

As used herein, the following terms shall have the following meanings:

“Collateral Agreement”: the collateral agreement, dated as of November 29, 2006, among General Motors Corporation, the Debtor and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

“Credit Agreement”: the term loan agreement, dated as of November 29, 2006, among General Motors Corporation, the Debtor, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

“Documents”: all “Documents” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Equipment”: all “Equipment” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Excluded Equipment and Fixtures”: all Equipment and Fixtures, now owned or at any time hereafter acquired by the Debtor, which are not located at U.S. Manufacturing Facilities; provided, that no Equipment or Fixtures now owned or at any time hereafter acquired by the Debtor (a) located at a U.S. Manufacturing Facility or (b) transferred to a Non-U.S. Manufacturing Property other than (i) in the ordinary course of business or (ii) for a business purpose of General Motors Corporation and its Subsidiaries (as determined in good faith by General Motors Corporation) and not primarily for the purpose of (1) reducing the security for the Obligations or (2) making such Equipment and Fixtures available to other creditors, shall constitute Excluded Equipment and Fixtures.

“Fixtures”: all “Fixtures” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“General Intangible”: a “General intangible” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Governmental Authority”: any nation or government, any state, province, municipality or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of government including the European Central Bank.

“Grantors”: a collective reference to General Motors Corporation and the Debtor, and each other direct or indirect wholly-owned domestic Subsidiary of General Motors Corporation that at the option of General Motors Corporation becomes a party to the Collateral Agreement, the Credit Agreement and each other relevant Loan Document, in each case by executing a joinder agreement in form and substance reasonably acceptable to the Agent.

“Lender”: each Lender party to the Credit Agreement.

“Lien”: any mortgage, pledge, lien, security interest, charge, statutory deemed trust, conditional sale or other title retention agreement or other similar encumbrance.

“Loan”: a loan made by a Lender to General Motors Corporation pursuant to the Credit Agreement.

“Loan Documents”: the Credit Agreement, the Security Documents, the Notes and any amendment, waiver, supplement or other modification to any of the foregoing.

“Non-U.S. Manufacturing Property”: any real property of a Grantor that is not part of a U.S. Manufacturing Facility.

“Note”: a promissory note, executed and delivered by General Motors Corporation with respect to the Loans, substantially in the form of Exhibit B to the Credit Agreement.

“Obligations”: all obligations of any Grantor in respect of any unpaid Loans and any interest thereon (including interest accruing after the maturity of any Loan and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other obligations and liabilities of any Grantor to the Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Credit Agreement, any other Loan Document or any other document made, delivered or given in connection therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

“Person”: an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Proceeds”: all “Proceeds” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Secured Parties”: the collective reference to the Agent, each Lender and each other Person to which any Obligations are owed.

“Security Documents”: the Collateral Agreement and all other security documents delivered to the Agent granting or purporting to grant a Lien on any property of any Person to secure the Obligations, including financing statements or financing change statements under the applicable Uniform Commercial Code.

“Subsidiary”: as to any Person (the “parent”), any other Person of which at least a majority of the outstanding stock or other equity interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or comparable governing body of such Person (irrespective of whether or not at the time stock or other equity interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time owned by the parent, or by one or more Subsidiaries, or by the parent and one or more Subsidiaries.

“UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Agent’s and the Secured Parties’ security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

“U.S. Manufacturing Facility”: (a) any plant or facility of a Grantor listed on Schedule 1 hereto, including all related or appurtenant land, buildings, Equipment and Fixtures, and (b) any plant or facility of a Grantor, including all related or appurtenant land, buildings, Equipment and Fixtures, acquired or leased by a Grantor after the date hereof which is located

within the continental United States of America and at which manufacturing, production, assembly or processing activities are conducted.

Schedule 1
to Annex 1 to UCC-1 Financing Statement

Num	Facility	City	State
1	GM ASSEMBLY ARLINGTON	ARLINGTON	TX
2	GM ASSEMBLY BOWLING GREEN	BOWLING GREEN	KY
3	GM ASSEMBLY DETROIT HAMTRAMCK	DETROIT	MI
4	GM ASSEMBLY FAIRFAX	KANSAS CITY	KS
5	GM ASSEMBLY FLINT	FLINT	MI
6	GM ASSEMBLY FORT WAYNE	FORT WAYNE	IN
7	GM ASSEMBLY JANESVILLE	JANESVILLE	WI
8	GM ASSEMBLY LANSING DELTA TOWNSHIP	LANSING	MI
9	GM ASSEMBLY LANSING GRAND RIVER	LANSING	MI
10	GM ASSEMBLY LORDSTOWN	LORDSTOWN	OH
11	GM ASSEMBLY MORAINE	DAYTON	OH
12	GM ASSEMBLY ORION	LAKE ORION	MI
13	GM ASSEMBLY PONTIAC EAST	PONTIAC	MI
14	GM ASSEMBLY SATURN WILMINGTON	WILMINGTON	DE
15	GM ASSEMBLY SHREVEPORT	SHREVEPORT	LA
16	GM ASSEMBLY WENTZVILLE	WENTZVILLE	MO
17	GM MFD AMT (SAMCO)	NEW HUDSON	MI
18	GM MFD FLINT	FLINT	MI
19	GM MFD FLINT TOOL & DIE	FLINT	MI
20	GM MFD GRAND BLANC	GRAND BLANC	MI
21	GM MFD GRAND RAPIDS	WYOMING	MI
22	GM MFD INDIANAPOLIS	INDIANAPOLIS	IN
23	GM MFD LANSING REGIONAL STAMPING	LANSING	MI
24	GM MFD LORDSTOWN	LORDSTOWN	OH
25	GM MFD MANSFIELD	MANSFIELD	OH
26	GM MFD MARION	MARION	IN
27	GM MFD PARMA	PARMA	OH
28	GM MFD PONTIAC	PONTIAC	MI
29	GM MFD SHREVEPORT	SHREVEPORT	LA
30	GM POWERTRAIN ALLISON BALTIMORE	WHITE MARSH	MD
31	GM POWERTRAIN BAY CITY	BAY CITY	MI
32	GM POWERTRAIN BEDFORD	BEDFORD	IN
33	GM POWERTRAIN DEFIANCE	DEFIANCE	OH
34	GM POWERTRAIN FLINT ENGINE SOUTH	FLINT	MI
35	GM POWERTRAIN LIVONIA	LIVONIA	MI
36	GM POWERTRAIN MASSENA	MASSENA	NY
37	GM POWERTRAIN PARMA	PARMA	OH
38	GM POWERTRAIN ROMULUS ENGINE	ROMULUS	MI
39	GM POWERTRAIN TOLEDO	TOLEDO	OH
40	GM POWERTRAIN TONAWANDA	BUFFALO	NY
41	GM POWERTRAIN WARREN TRANSMISSION	WARREN	MI
42	GM POWERTRAIN WILLOW RUN	YPSILANTI	MI

**Schedule 5
to Perfection Certificate of General Motors**

List of UCC Financing Statements to File

GRANTORS	FILING	LOCATION OF FILING OFFICE
General Motors Corporation	UCC-1	Delaware Secretary of State
Saturn Corporation	UCC-1	Delaware Secretary of State

EXHIBIT I

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

National Corporate Research
 41 State Street
 Suite 600
 Albany, NY 12207

melissa@nationalcorp.com

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:23 PM 11/30/2006
 INITIAL FILING NUM: 6416808 4
 AMENDMENT NUMBER: 000000
 SRV: 061094538

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
300 RENAISSANCE CENTER CITY **DETROIT** STATE **MI** POSTAL CODE **48265-3000** COUNTRY **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **Corporation** 1f. JURISDICTION OF ORGANIZATION **Delaware** 1g. ORGANIZATIONAL ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS
P.O. BOX 2558 CITY **HOUSTON** STATE **TX** POSTAL CODE **77252** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:

THE ASSETS DESCRIBED ON ANNEX I ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. If applicable, 7. Check to REQUEST SEARCH REPORT (s) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 6701-619 -- DE - Secretary of State F#176913 A#274606

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

ANNEX I
TO
UCC-1 FINANCING STATEMENT

Debtor: General Motors Corporation
300 Renaissance Center
Detroit, Michigan 48265-3000
(the "Debtor")

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent
P.O. Box 2558
Houston, TX 77252
(the "Agent")

The financing statement to which this Annex I is attached covers all of the following property of the Debtor now owned or at any time hereafter acquired (collectively, the "Collateral"):

- (1) all Equipment and all Fixtures, other than Excluded Equipment and Fixtures;
- (2) all Documents and General Intangibles attributable solely to Equipment or Fixtures, other than Excluded Equipment and Fixtures;
- (3) all books and records pertaining solely to Equipment or Fixtures (or Proceeds or products of Equipment or Fixtures), in each case, other than Excluded Equipment and Fixtures (or Proceeds or products thereof); and
- (4) to the extent not otherwise included in the foregoing clauses, all Proceeds and products of any and all of the foregoing.

As used herein, the following terms shall have the following meanings:

"Collateral Agreement": the collateral agreement, dated as of November 29, 2006, among the Debtor, Saturn Corporation and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

"Credit Agreement": the term loan agreement, dated as of November 29, 2006, among the Debtor, Saturn Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

"Documents": all "Documents" as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Equipment”: all “Equipment” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Excluded Equipment and Fixtures”: all Equipment and Fixtures, now owned or at any time hereafter acquired by the Debtor, which are not located at U.S. Manufacturing Facilities; provided, that no Equipment or Fixtures now owned or at any time hereafter acquired by the Debtor (a) located at a U.S. Manufacturing Facility or (b) transferred to a Non-U.S. Manufacturing Property other than (i) in the ordinary course of business or (ii) for a business purpose of the Debtor and its Subsidiaries (as determined in good faith by the Debtor) and not primarily for the purpose of (1) reducing the security for the Obligations or (2) making such Equipment and Fixtures available to other creditors, shall constitute Excluded Equipment and Fixtures.

“Fixtures”: all “Fixtures” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“General Intangible”: a “General intangible” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Governmental Authority”: any nation or government, any state, province, municipality or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of government including the European Central Bank.

“Grantors”: a collective reference to the Debtor and Saturn Corporation, and each other direct or indirect wholly-owned domestic Subsidiary of the Debtor that at the option of the Debtor becomes a party to the Collateral Agreement, the Credit Agreement and each other relevant Loan Document, in each case by executing a joinder agreement in form and substance reasonably acceptable to the Agent.

“Lender”: each Lender party to the Credit Agreement.

“Lien”: any mortgage, pledge, lien, security interest, charge, statutory deemed trust, conditional sale or other title retention agreement or other similar encumbrance.

“Loan”: a loan made by a Lender to the Debtor pursuant to the Credit Agreement.

“Loan Documents”: the Credit Agreement, the Security Documents, the Notes and any amendment, waiver, supplement or other modification to any of the foregoing.

“Non-U.S. Manufacturing Property”: any real property of a Grantor that is not part of a U.S. Manufacturing Facility.

“Note”: a promissory note, executed and delivered by the Debtor with respect to the Loans, substantially in the form of Exhibit B to the Credit Agreement.

“Obligations”: all obligations of any Grantor in respect of any unpaid Loans and any interest thereon (including interest accruing after the maturity of any Loan and interest

accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other obligations and liabilities of any Grantor to the Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Credit Agreement, any other Loan Document or any other document made, delivered or given in connection therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

“Person”: an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Proceeds”: all “Proceeds” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Secured Parties”: the collective reference to the Agent, each Lender and each other Person to which any Obligations are owed.

“Security Documents”: the Collateral Agreement and all other security documents delivered to the Agent granting or purporting to grant a Lien on any property of any Person to secure the Obligations, including financing statements or financing change statements under the applicable Uniform Commercial Code.

“Subsidiary”: as to any Person (the “parent”), any other Person of which at least a majority of the outstanding stock or other equity interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or comparable governing body of such Person (irrespective of whether or not at the time stock or other equity interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time owned by the parent, or by one or more Subsidiaries, or by the parent and one or more Subsidiaries.

“UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Agent’s and the Secured Parties’ security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

“U.S. Manufacturing Facility”: (a) any plant or facility of a Grantor listed on Schedule I hereto, including all related or appurtenant land, buildings, Equipment and Fixtures, and (b) any plant or facility of a Grantor, including all related or appurtenant land, buildings, Equipment and Fixtures, acquired or leased by a Grantor after the date hereof which is located within the continental United States of America and at which manufacturing, production, assembly or processing activities are conducted.

Schedule 1
to Annex 1 to UCC-1 Financing Statement

Num	Facility	City	State
1	GM ASSEMBLY ARLINGTON	ARLINGTON	TX
2	GM ASSEMBLY BOWLING GREEN	BOWLING GREEN	KY
3	GM ASSEMBLY DETROIT HAMTRAMCK	DETROIT	MI
4	GM ASSEMBLY FAIRFAX	KANSAS CITY	KS
5	GM ASSEMBLY FLINT	FLINT	MI
6	GM ASSEMBLY FORT WAYNE	FORT WAYNE	IN
7	GM ASSEMBLY JANESVILLE	JANESVILLE	WI
8	GM ASSEMBLY LANSING DELTA TOWNSHIP	LANSING	MI
9	GM ASSEMBLY LANSING GRAND RIVER	LANSING	MI
10	GM ASSEMBLY LORDSTOWN	LORDSTOWN	OH
11	GM ASSEMBLY MORAIN	DAYTON	OH
12	GM ASSEMBLY ORION	LAKE ORION	MI
13	GM ASSEMBLY PONTIAC EAST	PONTIAC	MI
14	GM ASSEMBLY SATURN WILMINGTON	WILMINGTON	DE
15	GM ASSEMBLY SHREVEPORT	SHREVEPORT	LA
16	GM ASSEMBLY WENTZVILLE	WENTZVILLE	MO
17	GM MFD AMT (SAMCO)	NEW HUDSON	MI
18	GM MFD FLINT	FLINT	MI
19	GM MFD FLINT TOOL & DIE	FLINT	MI
20	GM MFD GRAND BLANC	GRAND BLANC	MI
21	GM MFD GRAND RAPIDS	WYOMING	MI
22	GM MFD INDIANAPOLIS	INDIANAPOLIS	IN
23	GM MFD LANSING REGIONAL STAMPING	LANSING	MI
24	GM MFD LORDSTOWN	LORDSTOWN	OH
25	GM MFD MANSFIELD	MANSFIELD	OH
26	GM MFD MARION	MARION	IN
27	GM MFD PARMA	PARMA	OH
28	GM MFD PONTIAC	PONTIAC	MI
29	GM MFD SHREVEPORT	SHREVEPORT	LA
30	GM POWERTRAIN ALLISON BALTIMORE	WHITE MARSH	MD
31	GM POWERTRAIN BAY CITY	BAY CITY	MI
32	GM POWERTRAIN BEDFORD	BEDFORD	IN
33	GM POWERTRAIN DEFIANCE	DEFIANCE	OH
34	GM POWERTRAIN FLINT ENGINE SOUTH	FLINT	MI
35	GM POWERTRAIN LIVONIA	LIVONIA	MI
36	GM POWERTRAIN MASSENA	MASSENA	NY
37	GM POWERTRAIN PARMA	PARMA	OH
38	GM POWERTRAIN ROMULUS ENGINE	ROMULUS	MI
39	GM POWERTRAIN TOLEDO	TOLEDO	OH
40	GM POWERTRAIN TONAWANDA	BUFFALO	NY
41	GM POWERTRAIN WARREN TRANSMISSION	WARREN	MI
42	GM POWERTRAIN WILLOW RUN	YPSILANTI	MI

[[2660674]]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
UCC Filings	800-828-0938
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
National Corporate Research 41 State Street Suite 600 Albany, NY 12207 melissa@nationalcorp.com	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:36 PM 11/30/2006
INITIAL FILING NUM: 6416822 5
AMENDMENT NUMBER: 000000
SRV: 061094562

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME SATURN CORPORATION					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 300 RENAISSANCE CENTER		CITY DETROIT	STATE MI	POSTAL CODE 48265-3000	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS P.O. BOX 2558		CITY HOUSTON	STATE TX	POSTAL CODE 77252	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

THE ASSETS DESCRIBED ON ANNEX I ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)	<input type="checkbox"/>	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA 6701-619 -- DE - Secretary of State					F#176916 A#274609	

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

ANNEX I
TO
UCC-1 FINANCING STATEMENT

Debtor: Saturn Corporation
300 Renaissance Center
Detroit, Michigan 48265-3000
(the "Debtor")

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent
P.O. Box 2558
Houston, TX 77252
(the "Agent")

The financing statement to which this Annex I is attached covers all of the following property of the Debtor now owned or at any time hereafter acquired (collectively, the "Collateral"):

- (1) all Equipment and all Fixtures, other than Excluded Equipment and Fixtures;
- (2) all Documents and General Intangibles attributable solely to Equipment or Fixtures, other than Excluded Equipment and Fixtures;
- (3) all books and records pertaining solely to Equipment or Fixtures (or Proceeds or products of Equipment or Fixtures), in each case, other than Excluded Equipment and Fixtures (or Proceeds or products thereof); and
- (4) to the extent not otherwise included in the foregoing clauses, all Proceeds and products of any and all of the foregoing.

As used herein, the following terms shall have the following meanings:

"Collateral Agreement": the collateral agreement, dated as of November 29, 2006, among General Motors Corporation, the Debtor and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

"Credit Agreement": the term loan agreement, dated as of November 29, 2006, among General Motors Corporation, the Debtor, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

"Documents": all "Documents" as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Equipment”: all “Equipment” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Excluded Equipment and Fixtures”: all Equipment and Fixtures, now owned or at any time hereafter acquired by the Debtor, which are not located at U.S. Manufacturing Facilities; **provided**, that no Equipment or Fixtures now owned or at any time hereafter acquired by the Debtor (a) located at a U.S. Manufacturing Facility or (b) transferred to a Non-U.S. Manufacturing Property other than (i) in the ordinary course of business or (ii) for a business purpose of General Motors Corporation and its Subsidiaries (as determined in good faith by General Motors Corporation) and not primarily for the purpose of (1) reducing the security for the Obligations or (2) making such Equipment and Fixtures available to other creditors, shall constitute Excluded Equipment and Fixtures.

“Fixtures”: all “Fixtures” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“General Intangible”: a “General intangible” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Governmental Authority”: any nation or government, any state, province, municipality or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of government including the European Central Bank.

“Grantors”: a collective reference to General Motors Corporation and the Debtor, and each other direct or indirect wholly-owned domestic Subsidiary of General Motors Corporation that at the option of General Motors Corporation becomes a party to the Collateral Agreement, the Credit Agreement and each other relevant Loan Document, in each case by executing a joinder agreement in form and substance reasonably acceptable to the Agent.

“Lender”: each Lender party to the Credit Agreement.

“Lien”: any mortgage, pledge, lien, security interest, charge, statutory deemed trust, conditional sale or other title retention agreement or other similar encumbrance.

“Loan”: a loan made by a Lender to General Motors Corporation pursuant to the Credit Agreement.

“Loan Documents”: the Credit Agreement, the Security Documents, the Notes and any amendment, waiver, supplement or other modification to any of the foregoing.

“Non-U.S. Manufacturing Property”: any real property of a Grantor that is not part of a U.S. Manufacturing Facility.

“Note”: a promissory note, executed and delivered by General Motors Corporation with respect to the Loans, substantially in the form of Exhibit B to the Credit Agreement.

“Obligations”: all obligations of any Grantor in respect of any unpaid Loans and any interest thereon (including interest accruing after the maturity of any Loan and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other obligations and liabilities of any Grantor to the Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Credit Agreement, any other Loan Document or any other document made, delivered or given in connection therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

“Person”: an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Proceeds”: all “Proceeds” as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

“Secured Parties”: the collective reference to the Agent, each Lender and each other Person to which any Obligations are owed.

“Security Documents”: the Collateral Agreement and all other security documents delivered to the Agent granting or purporting to grant a Lien on any property of any Person to secure the Obligations, including financing statements or financing change statements under the applicable Uniform Commercial Code.

“Subsidiary”: as to any Person (the “parent”), any other Person of which at least a majority of the outstanding stock or other equity interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or comparable governing body of such Person (irrespective of whether or not at the time stock or other equity interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time owned by the parent, or by one or more Subsidiaries, or by the parent and one or more Subsidiaries.

“UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Agent’s and the Secured Parties’ security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

“U.S. Manufacturing Facility”: (a) any plant or facility of a Grantor listed on Schedule 1 hereto, including all related or appurtenant land, buildings, Equipment and Fixtures, and (b) any plant or facility of a Grantor, including all related or appurtenant land, buildings, Equipment and Fixtures, acquired or leased by a Grantor after the date hereof which is located

within the continental United States of America and at which manufacturing, production, assembly or processing activities are conducted.

[[2661435]]

Schedule 1
to Annex 1 to UCC-1 Financing Statement

Num	Facility	City	State
1	GM ASSEMBLY ARLINGTON	ARLINGTON	TX
2	GM ASSEMBLY BOWLING GREEN	BOWLING GREEN	KY
3	GM ASSEMBLY DETROIT HAMTRAMCK	DETROIT	MI
4	GM ASSEMBLY FAIRFAX	KANSAS CITY	KS
5	GM ASSEMBLY FLINT	FLINT	MI
6	GM ASSEMBLY FORT WAYNE	FORT WAYNE	IN
7	GM ASSEMBLY JANESVILLE	JANESVILLE	WI
8	GM ASSEMBLY LANSING DELTA TOWNSHIP	LANSING	MI
9	GM ASSEMBLY LANSING GRAND RIVER	LANSING	MI
10	GM ASSEMBLY LORDSTOWN	LORDSTOWN	OH
11	GM ASSEMBLY MORAIN	DAYTON	OH
12	GM ASSEMBLY ORION	LAKE ORION	MI
13	GM ASSEMBLY PONTIAC EAST	PONTIAC	MI
14	GM ASSEMBLY SATURN WILMINGTON	WILMINGTON	DE
15	GM ASSEMBLY SHREVEPORT	SHREVEPORT	LA
16	GM ASSEMBLY WENTZVILLE	WENTZVILLE	MO
17	GM MFD AMT (SAMCO)	NEW HUDSON	MI
18	GM MFD FLINT	FLINT	MI
19	GM MFD FLINT TOOL & DIE	FLINT	MI
20	GM MFD GRAND BLANC	GRAND BLANC	MI
21	GM MFD GRAND RAPIDS	WYOMING	MI
22	GM MFD INDIANAPOLIS	INDIANAPOLIS	IN
23	GM MFD LANSING REGIONAL STAMPING	LANSING	MI
24	GM MFD LORDSTOWN	LORDSTOWN	OH
25	GM MFD MANSFIELD	MANSFIELD	OH
26	GM MFD MARION	MARION	IN
27	GM MFD PARMA	PARMA	OH
28	GM MFD PONTIAC	PONTIAC	MI
29	GM MFD SHREVEPORT	SHREVEPORT	LA
30	GM POWERTRAIN ALLISON BALTIMORE	WHITE MARSH	MD
31	GM POWERTRAIN BAY CITY	BAY CITY	MI
32	GM POWERTRAIN BEDFORD	BEDFORD	IN
33	GM POWERTRAIN DEFIANCE	DEFIANCE	OH
34	GM POWERTRAIN FLINT ENGINE SOUTH	FLINT	MI
35	GM POWERTRAIN LIVONIA	LIVONIA	MI
36	GM POWERTRAIN MASSENA	MASSENA	NY
37	GM POWERTRAIN PARMA	PARMA	OH
38	GM POWERTRAIN ROMULUS ENGINE	ROMULUS	MI
39	GM POWERTRAIN TOLEDO	TOLEDO	OH
40	GM POWERTRAIN TONAWANDA	BUFFALO	NY
41	GM POWERTRAIN WARREN TRANSMISSION	WARREN	MI
42	GM POWERTRAIN WILLOW RUN	YPSILANTI	MI

[[2661435]]

EXHIBIT J

100665



LANDAMERICA
1050 WILSHIRE DR STE 310

TROY MI 48064

Submitter: LANDAMERICA

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 03/20/2007 02:28 PM
Instrument #: D207097257
UCCN 4 PGS \$49.00

By: _____



D207097257

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

ucon
UCC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 National Corporate Research
 41 State Street
 Suite 600
 Albany, NY 12207

WHEN RECORDED RETURN TO:
 LANDAMERICA - NCS
 1050 Washburn Drive, Suite 310
 Troy, MI 48064

Case No. 1000005
 jmelissa@nationalcorp.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only the debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 GENERAL MOTORS CORPORATION

OR
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR **1e. TYPE OF ORGANIZATION** Corporation **1f. JURISDICTION OF ORGANIZATION** Delaware **1g. ORGANIZATIONAL ID #, if any** 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only the debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL ID #, if any** NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR IF APPLICABLE) - Insert only the secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG, LIEN NON-ACQ. LIEN

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. **7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional) (ADDITIONAL FEE)** All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 6701-619 -- TX - Tarrant County

Filing Office Stamp: F0179032 A3297562

UCC FINANCING STATEMENT ADDENDUM

PLEASE FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF CREDIT DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR ORGANIZATION'S NAME GENERAL MOTORS CORPORATION		
OR INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR 11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. SPEC. INSTRUCTIONS	ADDF. INFO RE ORGANIZATION CREDIT	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S OR ASSIGNOR'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR 12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers similar to be cut or uncontracted collateral, or is filed as a future filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is Trust or Trustee acting with respect to property held in trust or Debtor's estate

18. Check only if applicable and check only one box.

- Debtor is TRANSMITTING UTILITY
- Filed in connection with a Manufactured-House Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

Being a portion of Lot 1-A of the M. Harris Addition, an addition to the City of Arlington, Tarrant County, Texas, as recorded in Volume 388-88, Page 48 of the Plat Records of Tarrant County, Texas, said portion of Lot 1-A being deeded to General Motors Corporation by Warranty Deed recorded in Volume 2258, Page 438 of the Deed Records of Tarrant County, Texas, said portion of Lot 1-A being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod with cap stamped "GORRONDONA AND ASSOCIATES" set in the South line of said Lot 1-A and being in the North right-of-way line of

East Abram Street (1000 feet right-of-way), from which a 1/2 inch iron rod found for the west Southerly Southwest corner of said Lot 1-A bears North 88 degrees 58 minutes 21 seconds West, a distance of 221.32 feet;

Thence North 88 degrees 01 minutes 39 seconds East, departing the South line of said Lot 1-A and departing the North right-of-way line of said East Abram Street, a distance of 10.00 feet to a 1/8 inch iron rod with cap stamped "GORRONDONA AND ASSOCIATES" set for corner;

Thence South 88 degrees 58 minutes 21 seconds East, a distance of 125.28 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA AND ASSOCIATES" set for corner;

Thence South 84 degrees 44 minutes 11 seconds East, a distance of 109.58 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA AND ASSOCIATES" set for corner in the South line of said Lot 1-A and being in the North right-of-way line of said East Abram Street, from which a 5/8 inch iron rod found in the North line of said East Abram Street bears South 89 degrees 58 minutes 21 seconds East, a distance of 1,937.22 feet;

Thence North 88 degrees 58 minutes 21 seconds West, with the South line of said Lot 1-A and the North right-of-way line of said East Abram Street, a distance of 235.38 feet to the point of beginning; containing within these metes and bounds 0.042 acres or 1,808 square feet of land, more or less.

Subject to easements and restrictions of record.

GM Assembly Arlington
 2625 E. Abram St.
 Arlington, Tarrant County, TX
 LandAmerica File No. 100665

Official Public Record - Details

Actions Image Help

OPR Document D207097257 Seque

Jump to document:

General Legal Description Related Documents

Document Detail

Instrument Number: D207097257
 Multi Seq: 0
 Date Recorded: 03/20/2007 02:28:24 PM
 Document Type: DT UCC
 Book: 0
 Page: 0
 Remarks:
 Image:

Name

GENERAL MOTORS CORP RO

Associated Name

JPMORGAN CHASE BANK AGT

Returnee

Name: LANDAMERICA
 Address: 1050 WILSHIRE DR STE 310
 City, State Zip: TROY, MI 48064



Bernard J. Youngblood
Wayne County Register of Deeds

March 19, 2007 02:08 PM
Liber 46088 Page 458-460

#207102317 FXF FEE: \$21.00



3



19 PM 2:08

UCC FINANCING STATEMENT

BERNARD J. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY MI
800-828-0938

UCC Filings

SEND ACKNOWLEDGMENT TO: (Name and Address)

WHEN RECORDED RETURN TO:
LANDAMERICA - NCS
1050 Wilshire Drive, Suite 310
Troy, MI 48064
Case No. 098014

nationalcorp.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

1c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

300 RENAISSANCE CENTER **DETROIT** **MI** **48265-3000**

1d. SEE INSTRUCTIONS **ADD'L INFO RE ORGANIZATION DEBTOR** **1e. TYPE OF ORGANIZATION** **1f. JURISDICTION OF ORGANIZATION** **1g. ORGANIZATIONAL ID #, if any**

Corporation **Delaware** **0056825** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

2c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

2d. SEE INSTRUCTIONS **ADD'L INFO RE ORGANIZATION DEBTOR** **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL ID #, if any**

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR

3b. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

3c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

P.O. BOX 2558 **HOUSTON** **TX** **77252** **USA**

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum **7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)** All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
6701-619 -- MI - Wayne County **F#179013** **A#277593**

EXE 15 6 R 2095 83

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers gear to be out of re-extracted collateral, or is filed as a fixture filing.

14. Description of real estate.

SEE ATTACHED EXHIBIT A

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

 Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

EXHIBIT A

Land situated in the City of Detroit, County of Wayne, State of Michigan, described as:

Lot 1 of CENTRAL INDUSTRIAL PARK SUBDIVISION AMENDED PLAT, as recorded in Liber 101 of Plats, Pages 76 through 82, inclusive, Wayne County Records.

**GM Assembly Detroit Hamtramck
2500 E. General Motors Blvd.
Detroit, Wayne County, MI
LandAmerica File No. 098614**

WYANDOTTE COUNTY, DCC 2007U-0232 PAGE 1



2007U-0232

REGISTER OF DEEDS
WYANDOTTE COUNTY, KS

RECORDED ON
03/20/2007 03:05:50PM

REC FEE: 15.00

PAGES: 4

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS Carefully and Read CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-825-0938

B. THIS ASSIGNMENT TO: (Name and Address)
National Corporate
 41 State Street
 Suite 600
 Albany, NY 12207
 Case No. 100066
 [email]@nationalcorp.com

RECORDED RETURN TO:
 LANDAMERICA - NOB
 1050 Wilshire Drive, Suite 810
 Troy, MI 48064

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

4pg

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
300 RENAISSANCE CENTER
 DETROIT MI 48265-3000

1d. TYPE OF ORGANIZATION
Corporation

1e. JURISDICTION OF ORGANIZATION
Delaware

1f. ORGANIZATIONAL ID # (if any)
0056825

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. TYPE OF ORGANIZATION

2e. JURISDICTION OF ORGANIZATION

2f. ORGANIZATIONAL ID # (if any)

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
P.O. BOX 2558
 HOUSTON TX 77252 USA

4. THE FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable) | LENDER/BUYER | ASSIGNOR/ASSIGNEE | BAIER/PALOR | SELLER/BUYER | AS LIEN | NON-UCC FILING

6. THE FINANCING STATEMENT IS TO BE FILED FOR RECORD BY RECORDING OFFICE ON REAL ESTATE RECORDS | YES | NO | 7. CHECK TO REQUEST SEARCH REPORT (if on Debtor(s)) | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA
6701-619 -- KS - Wyandotte County

F#179014
 A#277594

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 08/28/05)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

10. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	10. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org name (11a or 11b) - do not abbreviate or describe names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. REFERENCES	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only org name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or un-scheduled collateral, or is filed as a future filing.

14. Description of real estate:
SEE ATTACHED EXHIBIT A

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)
**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

16. Additional collateral description:

17. Check if applicable and check one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check if applicable and check one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction -- effective 30 years
 Filed in connection with a Public-Finance Transaction -- effective 30 years

WYANDOTTE COUNTY DOC 2007U-0232 PAGE 3

EXHIBIT A

A tract of land in Sections 27 and 34 and unofficial Sections 26 and 35 of Township 10 South, Range 25 East of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

NOTE: For course orientation, all bearings in this description are based on Grid North, State Plane Coordinate System, Missouri West Zone, Transverse Mercator Projection, as shown on a survey for the Port Authority of Kansas City, Kansas in 1981 by Murray L. Rhodes, Land Surveyor, RLS-533. This system is the most frequently used in the Fairfax Industrial District due to accretions.

Beginning at a point North 89 degrees 55 minutes 48.8 seconds East, 556.27 feet, as measured along the South line of the Southeast Quarter of said Section 27, and North 0 degrees 59 minutes 05.8 seconds East 34.06 feet from the Southwest corner of the Southeast Quarter of said Section 27, said point being the intersection of the East right-of-way line of Fairfax Road, as now established and the Northerly right-of-way line of Funston Road, as formerly established by County Road record Book "H", at Page 37, on April 18, 1926, now vacated by City Ordinance No. 63420, dated October 13, 1981; thence North 0 degrees 59 minutes 05.8 seconds East, 2638.71 feet, along said East right-of-way line, to the Southerly line of a certain tract of land conveyed by the City of Kansas City, Kansas to the General Motors Corporation by Document No. 651142, recorded in Book 1822, at Page 332 in the Wyandotte County Register of Deeds Office; thence South 89 degrees 03 minutes 31 seconds East, 468.46 feet, along said Southerly line and its Easterly prolongation to the Southeast corner of a certain tract of land conveyed by the General Motors Corporation to the City of Kansas City, Kansas by Document No. 967742, recorded in Book 3006, at Page 593, in the Wyandotte County Register of Deeds Office; thence North 0 degrees 58 minutes 52 seconds East, 2140.32 feet, along the East line of said conveyance as recorded in Book 3006, Page 593, to an existing 6 foot chain link fence which is generally around the landward toe of the Fairfax Levee, as now established; thence North 89 degrees 42 minutes 58.9 seconds East, 28.72 feet, in a straight line, along said fence; thence South 82 degrees 33 minutes 04.1 seconds East, 738.27 feet, in a straight line, along said fence; thence South 73 degrees 20 minutes 06.5 seconds East, 2826.72 feet, in a straight line, along said fence; thence South 68 degrees 13 minutes 54.3 seconds East, 255.43 feet, in a straight line, along said fence; thence South 45 degrees 06 minutes 40.4 seconds East, 647.94 feet, in a straight line, along said fence; thence South 21 degrees 55 minutes 27.5 seconds East, 468.36 feet, in a straight line, along said fence; thence South 2 degrees 01 minutes 10.2 seconds East, 1943.01 feet, in a straight line along said fence; thence South 4 degrees 27 minutes 11.3 seconds West, 1050.56 feet, in a straight line, along said fence; thence South 28 degrees 56 minutes 24.8 seconds West, 131.56 feet, in a straight line, along said fence; thence South 8 degrees 22 minutes 13.2 seconds West, 1049.08 feet, in a straight line, along said fence to the Northerly right-of-way line of

WYANDOTTE COUNTY DOC 2007U-0232 PAGE 4

Funsten Road, as now established; thence North 74 degrees 42 minutes 23.4 seconds West, 2782.33 feet, along said Northerly right-of-way line, to the Westerly right-of-way line of Donovan Road, as now established; thence South 19 degrees 26 minutes 14.8 seconds West, 872.75 feet, along said Westerly right-of-way line, to the Easterly prolongation of the North right-of-way line of Masley Road, as now established; thence North 89 degrees 01 minutes 00 seconds West, 1471.00 feet, along said Easterly prolongation; thence North 0 degrees 59 minutes 14.8 seconds East, 710.68 feet; thence North 89 degrees 00 minutes 45.1 seconds West, 78.05 feet; thence North 0 degrees 59 minutes 14.8 seconds East, 150.00 feet; thence North 89 degrees 00 minutes 45.1 seconds West, 160.00 feet to a point on the East right-of-way line of Fairfax Road, as now established; thence North 0 degrees 59 minutes 14.8 seconds East, 473.56 feet, along said East right-of-way line to the point of beginning of the tract herein described.

(Tax rolls show the address as: 3201 Fairfax, Kansas City, Kansas)

**GM Assembly Fairfax
3201 Fairfax
Kansas City, Wyandotte County, KS
LandAmerica File No. 100666**



Instr: 200703210027268 03/21/2007
P: 1 of 4 F: \$15.00 8:20AM
Melvin Phillip McCree T20070007384
Genesee County Register ENV

RECEIVED

2007 MAY 23 10 10

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) UCC Filings 800-828-0938	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<p>National Corporate RECORDED RETURN TO: 41 State Street Suite 600 Albany, NY 12207 melissa@nationalcorp.com</p> <p>LANDAMERICA - NCS 1050 Wilshire Drive, Suite 310 Troy, MI 48064 Case No. 0980150 15</p>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 300 RENAISSANCE CENTER			CITY DETROIT	STATE MI	POSTAL CODE 48265-3000	COUNTRY
1d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 0056825 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SIP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS P.O. BOX 2558			CITY HOUSTON	STATE TX	POSTAL CODE 77252	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA 6701-619 -- MI - Genesee County						F#178246 A#276527

4/3



Instr: 200703210027268 03/21/2007
 P: 2 of 4 F: \$15.00 B: 20AM
 Melvin Phillip McCree T20070007394
 Genesee County Register ENV

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers number to be cut of as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate.

SEE ATTACHED EXHIBIT A

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
 300 RENAISSANCE CENTER
 DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)



Instr: 200703210027266 03/21/2007
 P: 3 of 4 F: \$15.00 8:20AM
 Melvin Phillip McCree T20070007384
 Genesee County Register ENV

EXHIBIT A

A parcel of land to be determined from the following assessed legal descriptions, subject to change upon review of a survey certified to the insurer:

PARCEL 1: That part of the Northeast 1/4 of Section 26, Town 7 North, Range 6 East, lying Southeasterly of the Southeasterly line of Grand Trunk Western Railroad right of way; also the Southeast 1/4 of said section, except beginning at the Southeasterly corner of said section; thence Northerly along the Easterly line of said section 196.46 feet; thence Southwesterly 355.58 feet to a point on the Southerly line of said section, 294.71 feet Westerly from the beginning; thence Easterly along said Southerly line, 294.71 feet to the point of beginning; also, part of the West 1/2 of said section described as: Beginning at a point on the Southerly line of said section, 2116.52 feet North 88 degrees 24 minutes 30 seconds East from the Southwesterly corner of said section; thence North 38 degrees 57 minutes West to the Westerly line of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said section; thence North 01 degree 09 minutes 45 seconds West along the said Westerly line to a line 1100 feet Northerly from and parallel with the Southerly line of said section; thence South 88 degrees 24 minutes 30 seconds West 84.24 feet; thence North 10 degrees 19 minutes 36 seconds West, 159.06 feet; thence North 15 degrees 52 minutes 39 seconds West, 74.89 feet; thence North 18 degrees 17 minutes 14 seconds, 289.03 feet; thence North 24 degrees 16 minutes 49 seconds West, 117.70 feet; thence North 28 degrees 26 minutes 08 seconds West, 747.71 feet; thence North 22 degrees 30 minutes 23 seconds West, 707 feet; thence North 15 degrees 07 minutes 54 seconds West, 124.25 feet to the Southerly line of said railroad right of way; thence North 51 degrees 00 minutes 54 seconds East along said Southerly line to the Northerly limits line of the City of Flint; thence Easterly along said Northerly line to the North and South 1/4 line of said section; thence Southerly along said North and South line to the South 1/4 corner of said section; thence Westerly along Southerly line of said section, 522.77 feet to the point of beginning, except for that parcel of land described as follows: Commencing at the Southeast corner of Section 26, Town 7 North, Range 6 East; thence South 89 degrees 40 minutes 01 second West a distance of 412.64 feet; thence North 00 degrees 19 minutes 59 seconds West, a distance of 50.00 feet to the North right-of-way line of Bristol Road and the point of beginning; commencing at the point of beginning, thence North 89 degrees 40 minutes 01 second East, a distance of 189.00 feet; thence North 57 degrees 57 minutes 13 seconds East, a distance of 19.02 feet; thence South 89 degrees 40 minutes 01 second West, a distance of 205.19 feet; thence South 00 degrees 19 minutes 59 seconds East a distance of 10.00 feet to the point of

(Continued)



beginning.

PARCEL 2: That part of the Southeast 1/4 of fractional Section 23, Town 7 North, Range 6 East, lying Westerly of the Westerly line of Van Slyke Road and Southeasterly of the Southeasterly line of the Grand Trunk Western Railroad right of way.

PARCEL 3: A parcel of land beginning North 00 degrees 30 seconds East 702.24 feet from the interior 1/4 corner of said section; thence South 89 degrees 56 minutes 15 seconds West 328.60 feet; thence North 62 degrees 15 minutes West 109.08 feet; thence North 00 degrees 00 minutes 30 seconds East 376.18 feet; thence North 83 degrees 00 minutes 41 seconds East 220.93 feet; thence North 89 degrees 34 minutes 30 seconds East 105.62 feet; thence North 00 degrees 00 minutes 30 seconds East 322.85 feet; thence North 49 degrees 29 minutes 26 seconds East 19 feet; thence North 11 degrees 22 minutes 20 seconds West 18 feet; thence North 46 degrees 30 minutes 41 seconds East 122.64 feet; thence South 00 degrees 00 minutes 30 seconds West 901.42 feet to the place of beginning.

**GM Assembly Flint
G-3100 Van Slyke
Flint, Genesee County, MI
LandAmerica File No. 098615**

Filed# 207000173

Filed
 05/22/2007 09:53:07
 RECORDER
 JOHN D. MCGAULEY
 ALLEN COUNTY, IN
 Doc. No. 207000211
 Recd. No. 8188
 FEE 5.00
 LDR 2.00
 UCC 4.00
 Total 11.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
UCC Filings	800-828-0938
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
National Corporate Records 41 State Street Suite 600 Albany, NY 12207 melissa@nationalcorp.com	
RECORDED RETURN TO: LANDAMERICA - NCS 1050 Wilshire Drive, Suite 310 Troy, MI 48064 Case No. 100672	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
GENERAL MOTORS CORPORATION						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
300 RENAISSANCE CENTER			DETROIT	MI	48265-3000	
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		Corporation	Delaware	0056825		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
						<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
P.O. BOX 2558			HOUSTON	TX	77252	USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAIFF/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> The FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Affidavit (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	F#178245 A#276526	
8. OPTIONAL FILER REFERENCE DATA						
6701-619 - IN - Allen County						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing

14. Description of real estate:

SEE ATTACHED EXHIBIT A

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000

16. Additional collateral description:

17. Check only if applicable and check only one box.Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate18. Check only if applicable and check only one box. Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

Parcel #17-0017-0001 A parcel of land consisting of 715.92 acres described as E 3/4 Sec. 17 and Sec. 16 W of I-69 and NW 1/4 SE 1/4 E of I-69 Sec. 16 and NW 1/4 N 1/4 W of I-69 Sec. 15 except part to State and County and RR and TRS described as Auditors No. OS6526, in a deed transfer from William O. and Bess Klein to General Motors Corp., deed transfer date of September 9, 1984, all in Allen County, IN, Section 17, Twp. 29N, R11E.

**GM Assembly Fort Wayne
12200 Lafayette
Fort Wayne, Allen County, IN
LandAmerica File No. 100672**



1783700

RANDAL LEYES
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
03/20/2007 10:43:36AM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

~~National Corporate Research~~
WHEN RECORDED RETURN TO:
LANDAMERICA - NCS
41 State Street 1050 Wilshire Drive, Suite 310
Suite 600 Troy, MI 48064
Albany, NY 12207
Case No. 100701
malissa@nationalcorp.com

REC FEE: 15.00
EXEMPT #:
EXCLUSION CODE:
PAGES: 3

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

3

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION				
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 300 RENAISSANCE CENTER		CITY DETROIT	STATE MI	POSTAL CODE 48265-3000
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 0056825 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT				
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O. BOX 2558		CITY HOUSTON	STATE TX	POSTAL CODE 77252
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Alphabetical	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA 6701-619 -- WI - Rock County						F#179018 A#277602

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
10. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION		
OR	10. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (11a or 11b) - do not abbreviate or combine names				
11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
11c. MAILING ADDRESS			CITY	STATE POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)				
12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
12c. MAILING ADDRESS			CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or gas-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

EXHIBIT A

Part Sec.1-2-12 & Gov't. Lots 4 & 5, Part Conger's Add, Part Motor Sub'd, also Part CSM 953620 Vol. 11 Pg. 30, Desc'd in 2 Parts (1st Part N of RR ROW and W. Delavan Dr.) DAF: Bgn. INT ER of SL. W. Delavan Dr. and N-S CL. sd. Sec. 1; Th. N89D18'11"W alg. SL. W. Delavan Dr. 856.75'; Th. S01D16'38"E 157.45'; Th. S89D05'46"E 624.51' to BCT of cur tangent; Th. Ely. 262.40' alg. cur conc N, wi R 750', central ang 20D02'46"; Th. S89D08'32"E 389.19' cur tangent; Th. Ely. & SEly. 245.44' alg. cur conc S, wi R 500', central ang of 28D07'31"; Th. S61D01'01"E 202.27' cur tangent; Th. SEly and Ely. 193.36' alg. cur conc N, wi R 500', central ang 22D09'26" to PT on WL. S. Jackson St; Th. N0D58'14"W 158.90'; Th. N89D14'21"W 164.99'; Th. N0D59'04"W 210'; Th. S59D14'22"E 165.05'; Th. N0D58'14"W 131.99'; Th. N89D14'15"W 134.22'; Th. N0D34'10"E 131.88' to SL. E. Delavan Dr; Th. N89D18'11"W alg. SL. W. Delavan Dr. 832' to POB for 1st Part cont 16 acs m/l, ex 1030 sf DAF:Pt Lot 1 CSM 1098634, Vol 14 CSMs Rock Co, WI, pgs 90-92; Com E 1/4 cor sd Sec 1; th N56D39'34"W, 1948.85 ft to exst W row in Jackson St; th N00D59'00"W, 15.3 ft alg SD W row in exst S row in Delavan Dr; th N89D22'10"W, 130.67 ft alg SD S row in exst prop in, also bng POB; Th S00D37'49"W, 6.00ft; th N89D22'10"W, 173.50ft to PT "900"; th N02D27'17"W, 5.08 ft exst S row in Delavan Dr; th N88D28'01"E, 24.79 ft alg SD S row in; th S89D22'10"E, 149.00 ft alg SD S row exst prop in and POB. -- (2nd Part S of RR ROW and W of S. Jackson St.) DAF: Bgn. INT ER NL. W. State St and WL. S. Jackson St; Th. N0D54'54"E 372.68' to cur; Th. Wly. and NWly 219.88' alg. cur conc N, wi R 550.85', central ang 22D52'14" & bng subtended by ch bearing N72D28'53"W 218.42'; Th. N61D01'01"W 202.27' cur tangent; Th. NWly. & Wly. 220.90' alg. cur conc S, wi R 450', central ang 28D07'31"; Th. 389.19' N89D08'32"W cur tangent; Th. Wly. 279.90' alg. cur conc to N, wi R 800', central ang 20D02'46"; Th. N89D05'46"W 604.12'; Th. S01D16'38"E 77.95'; Th. N67D39'19"W 449.44'; Th. S48D03'33"W 23.35' to cur tangent; Th. Wly. 290' m/l alg. cur conc to W, wi R 468.72', central ang 35D57'21" & bng subtended by a ch bearing S21D25'54"E 289.34'; Th S01D02'49"E 119.35'; Th. S14D59'31"W 39.51'; Th. S03D49'47"E 135.30'; Th. S81D06'W 20.47'; Th. S08D17'11"E 29.83'; Th. S0D59'45"E 695.16' to cur tangent; Th. Sly & SEly. 466.46' alg. cur conc E, wi R 711.63', central ang 37D33'23" & ch bearing S19D44'16"E 456.15'; Th. N77D50'08"E 20.36'; Th. S45D28'31"E 493.15'; Th. N26D39'43"E 3.62'; Th. S 52D35'03"E 482.65'; Th. N37D24'57"E 15.35'; Th. S52D23'21"E 193.43' to cur tangent; Th. SEly. & Ely. 276.59' alg. cur conc N, wi R 448.54', central ang 35D19'51"; Th. S87D43'12"E 378.87'; Th. S80D12'42"E 209.90'; Th. S83D17'38"E 78.14' to cur tangent; Th. Ely. & NEly. 195.84' alg. cur conc N, wi R 285.26', central ang 39D20'07" & ch bearing N78D42'23"E 192.01'; Th. N0D54'09"W 194.06'; Th. N89D14'12"W 165'; Th. N0D54'09"W 198.44'; Th. S89D36'37"E 164.97'; Th. N0D54'09"W 1,020'; Th. N89D14'12"W 165'; Th. N0D54'09"W 150'; Th. N01D22'16"E 66'; Th. S89D14'12"E 165' to POB. 0401300001 & 0401100322

**GM Assembly Janesville
1000 General Motors Drive
Janesville, Rock County, WI
LandAmerica File No. 100701**



LIBER 2113

PAGE 661

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

8. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
SEE ATTACHED EXHIBIT A

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

16. Additional collateral description:

17. Check only if applicable and check only one box
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box:
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction -- effective 30 years
 Filed in connection with a Public-Finance Transaction -- effective 30 years



LIBER 2113

PAGE 662

EXHIBIT A

8400 MILLETT HWY, LANSING TOWNSHIP, LANSING MI 48917-9549

S 1/2 SEC 28 LYING W OF W LINE HWY I-96/69, EXC NW 1/4 OF SW 1/4, AND EXC PARTS S & E OF LINE COM 100 FT W OF S 1/4 COR SAID SEC, TH N 50 FT, E 400 FT, N 25 FT, E 188.65 FT TO W LINE SAID HWY R/W & POE, EXC LANDS USED FOR GUNIEA RD & MILLETT HWY; 144 ACRES +/-; SEC 28 T4N R3W

**GM Assembly Lansing Delta
8400 Millett Hwy
Lansing, Easton County, MI
LandAmerica File No. 100729**

INGHAM COUNTY REGISTER OF DEEDS RECEIVED

307 FF

6:32:58 P:469 3/19/07 11:45 AM Pages: 6
2007-011663 FIXTURE FILING FINANCING STATEMENT Receipt #24567
Paula Johnson, Ingham County, Michigan



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

~~National Corporate Resources~~
41 State Street
Suite 600
Albany, NY 12207
melissa@nationalcorp.com

WHEN RECORDED RETURN TO:
LANDAMERICA - NCS
1050 Wilshire Drive, Suite 310
Troy, MI 48064
Case No. 098607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR
1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS
300 RENAISSANCE CENTER
CITY
DETROIT

STATE
MI

POSTAL CODE
48265-3000

COUNTRY

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
Corporation

1f. JURISDICTION OF ORGANIZATION
Delaware

1g. ORGANIZATIONAL ID #, if any
0056825

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR E/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR
3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
P.O. BOX 2558

CITY
HOUSTON

STATE
TX

POSTAL CODE
77252

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Although Addendum If applicable 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
6701-619 -- MI - Ingham County F#179022 A#277606

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDITIONAL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a future filing.

14. Description of real estate:
SEE ATTACHED EXHIBIT A

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A**Parcel 1:**

Lot 109, Taylor's River View Subdivision No. 1, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 6, Ingham County Records. **ALSO**, Lots 36 through 39 and 28 through 31, Taylor's Riverview Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 5 of Plats, Page 50, Ingham County Records. **ALSO**, that part of Vacated West Street South of the South line of Olds Avenue and North of a line from the Southeast corner of Lot 36 Southeasterly to the Southwest corner of Lot 31, Taylor's Riverview Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 5 of Plats, Page 50, Ingham County Records.
(33-01-01-20-136-122)

Parcel 2:

The South 50 feet of Lots 15 and 16, Block 2, Stebbins-Moore Replat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 38, Ingham County Records.
(33-01-01-20-203-121)

Parcel 3:

Entire Block 1, **EXCEPT** the East 17 feet, Stebbins-Moore Replat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 38, Ingham County Records.
(33-01-01-20-204-014)

Parcel 4:

Lots 1 through 4 and 7 through 10, Inclusive, and East 37 feet of Lots 5 and 6 in Block 1, Cowles Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 8, Ingham County Records. **ALSO**, Block 1, **EXCEPT** Lots 1, 2 and 3, Block 1, Sparrow's Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 36, Ingham County Records.
(33-01-01-20-205-066)

Parcel 5:

Entire Blocks 3 and 4, **ALSO**, vacated Max Street South of the South line of William Street and North of the North line of Olds Avenue, Stebbins-Moore Replat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 38, Ingham County Records.
(33-01-01-20-206-002)

Parcel 6:

Block 2, Cowles Subdivision, **EXCEPT** the West 20 feet, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 8, Ingham County Records. **ALSO**, Block 2, Sparrow's Subdivision, **EXCEPT** the East 10 feet, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 36, Ingham County Records.
(33-01-01-20-208-005)

Parcel 7:

Lots 1 through 18, inclusive, Plat of Subdivision of Outlot A of Stebbins-Moore Replat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 48, Ingham County Records. ALSO, Lots 1 through 9, inclusive, 18 and 22 through 27, inclusive, Taylor's Riverview Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 5 of Plats, Page 50, Ingham County Records. ALSO, the North 145 feet of vacated Riverview Street South of the South line of Olds Avenue. ALSO, that part of vacated Middle Street lying South of the South line of Olds Avenue and North of the Center line of Albert Street extended to the West. ALSO, vacated Albert Street West of the West line of Birch Street, EXCEPT, the South 1/2 of the West 439.9 feet. ALSO, Beginning at the Northwest corner of Lot 4, Block 2, Holmes and Sons Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 12, Ingham County Records, thence South 115.63 feet to a point 10 feet North of the Center line of Penn-Central Railroad, Easterly along said line to the West right-of-way line of the new South bound Logan Street right-of-way, N 21°35' W 205.96 feet to the Southeast corner of Block 1, Holmes and Sons Subdivision, South 66 feet to the Northeast corner of Lot 1 Blk 2 Holmes and Sons Subdivision, Northwesterly 176 feet to the point of beginning. ALSO, Entire Block 1, Holmes and Sons Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 12, Ingham County Records.
(33-01-01-20-209-083)

Parcel 8:

Lots 10 through 17, inclusive, and 19, 20, 21, 32, 33, 34 and 35, Taylor's Riverview Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 5 of Plats, Page 50, Ingham County Records. ALSO, Lots 19 through 27, inclusive, Plat of Subdivision of Outlot A of Stebbins-Moore Replat, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 48, Ingham County Records. ALSO, that part of vacated West Street lying South of a line commencing at the Northeast corner of Lot 35, Taylor's Riverview Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 5 of Plats, Page 50, Ingham County Records, thence Southeasterly to the Northwest corner of Lot 32 of said Subdivision. ALSO, vacated Riverview Street South of the South line of Olds Avenue, EXCEPT the North 145 feet. ALSO, vacated Middle Street South of the Center line of Albert Street extended West. ALSO the South 1/2 of the West 439.9 feet of vacated Albert Street. ALSO, Lots 5, 6 and 7, EXCEPT the South 50 feet, Block 2, Holmes and Sons Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 12, Ingham County Records.
(33-01-01-20-209-085)

Parcel 9:

Parts of Blocks 1 through 4 and vacated Albert and Cowles Streets lying East of the East line of South bound M-99 and North of the North line of Penn-Central Railroad, Albert E Cowles Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 9, Ingham County Records.
(33-01-01-20-210-006)

LAN6443 REVISION #1

Parcel 10:

Commencing at the Northeast corner of Lot 10, Block 4, thence West 470.66 feet along the South line of Penn-Central Railroad right-of-way to a point 123.34 feet East of the Northwest corner of Lot 5, Block 3, South $21^{\circ}35'$ E 95.69 feet, $S74^{\circ}50'$ E 105.41 feet to a point S 117.22 feet and N $74^{\circ}35'$ W 2.9 feet from the Northeast corner of Lot 6, Block 3, S $17^{\circ}48'$ W 50.3 feet, $S72^{\circ}13'30''$ E 370.31 feet to the East line of Lot 8, Block 4, North to the point of beginning, Albert E. Cowles Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 9, Ingham County Records. (33-01-01-20-211-001)

Parcel 11:

Commencing at the Northwest corner of Lot 5, Block 3, thence East 25.47 feet, S $21^{\circ}35'$ E 45.9 feet, N $66^{\circ}25'02''$ W 40 feet +/- to the East line of vacated Birch Street, North 1.86 feet, Northerly 35 feet +/- on the North line of Grand Trunk Western Railroad to the Center line of said Street, North 18 feet to a point 33 feet West of beginning, East 33 feet to the point of Beginning, Albert E. Cowles Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 9, Ingham County Records. (33-01-01-20-211-042)

Parcel 12:

Lots 94, 95 and 97, EXCEPT parts used as M-99 right-of way, ALSO Lot 96, 70 through 75 and 86 through 93, Assessor's Plat No. 3, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 10 of Plats, Page 11, Ingham County Records. (33-01-01-20-228-003)

Parcel 13:

Entire Block 178, Original Plat of Lansing, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records. ALSO, Entire Sparrow's Subdivision on Block 178, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 24, Ingham County Records. (33-01-01-21-129-001)

Parcel 14:

Commencing at the Northwest corner of Lot 4, Block 188, Original Plat of Lansing, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, thence South 809.25 feet to the North line of Elm Street, S $69^{\circ}40'20''$ E 333.15 feet, N $00^{\circ}54'$ W 148.05 feet, N $13^{\circ}28'$ W 250 feet, North 90 feet, West 142 feet, N $00^{\circ}10'$ W 52 feet, N $44^{\circ}55'$ E 9.89 feet, East 91 feet, N $00^{\circ}10'$ W 74 feet, N $14^{\circ}50'$ E 83 feet, Northeasterly 183.4 feet along a 360 foot radius curve to the right chord bearing N $29^{\circ}25'39''$ E 181.42 feet, West along the Center line of vacated William Street 341.08 feet, South 41.25 feet to the point of beginning, Block 188, Original Plat of Lansing, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records. (33-01-01-21-131-012)

Parcel 15:

Parts of Section 20 and 21, and ALL Lots, Blocks, Plats, vacated streets and alleys lying within parcel described as: Commencing at the Intersection of the Center line of William Street and the East line of M-99; thence East to the West line of Butler Street extended South, North to the Southeast corner of Zubkus Way, Northerly to the South line of Main Street, East to the West line of Walnut Street, South to the North line of William Street, East to the West line of Townsend Street, South to the North line of Elm Street, East to the West bank of the Grand River, Southerly to the North line of Grand Trunk Western Railroad right-of-way, Westerly to the East line of M-99, North the the point of beginning, EXCEPT parts used for the City of MDOT Street purposes, Section 21, T4N, R2W, City of Lansing, Ingham County, Michigan.
(33-01-01-21-151-006)

Parcel 16:

Lot 22 Riverview Heights Subdivision of Block 12 Townsend's Subdivision of a part of Section 20, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 44, together with and subject to joint driveway rights over the North 4 feet of Lot 22 and South 4 feet of Lot 21 Riverview Heights Subdivision.
(33-01-01-20-135-141)

**GM Assembly Lansing Grand River
920 Townsend
Lansing, Ingham County, MI
LandAmerica File No. 098607**

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

National Corporate
 41 State Street
 Suite 600
 Albany, NY 12205
 melissa@nationalcorp.com

WHEN RECORDED RETURN TO:
 LANDAMERICA - NCS
 1050 Wilshire Drive, Suite 310
 Troy, MI 48064
 Case No. 10010

FILED
 05/22/2007
 03:20:29PM
 18:45:01N
 Diana Nordness
 1202709080273
 Trumbull County Recorder FILING COPY

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR
 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
300 RENAISSANCE CENTER

1d. SEE INSTRUCTIONS

1e. TYPE OF ORGANIZATION
Corporation

1f. JURISDICTION OF ORGANIZATION
Delaware

1g. ORGANIZATIONAL ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR B/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR
 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
P.O. BOX 2558

3d. CITY
HOUSTON

3e. STATE
TX

3f. POSTAL CODE
77252

3g. COUNTRY
USA

4. THIS FINANCING STATEMENT covers the following collateral:
**ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED
 HERETO AND INCORPORATED BY REFERENCE HEREIN.**

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AD. UEN NON-UDC/PLNG

6. THIS FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Assignment 7. CHECK TO REQUEST SEARCH REPORT (S) on Debtor(s) All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE) (optional)

8. OPTIONAL FILER REFERENCE DATA
6701-619 -- OH - Trumbull County

F#179042
 A#277626

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION
	9b. INDIVIDUAL'S LAST NAME
	FIRST NAME
	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers similar to be cut or re-extracted collateral, or is filed as a future filing.

14. Description of real estate:
SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):
**GENERAL MOTORS CORPORATION
 300 RENAISSANCE CENTER
 DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

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EXHIBIT A

PARCEL 1:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being parts of Lots No. 71 and 72 of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a stone monument at the Northwestern corner of said Lot No. 71, it being also the Southwestern corner of lands now or formerly owned by Archie A. McCorkle;

Thence running North 89 deg. 16' East along said lot line and along the Southerly line of said McCorkle's lands 2,113.00 feet to an Iron pin at the Northeastery corner of said Lot No. 71, it being also the Northwestern corner of lands now or formerly owned by Rachael Smith;

Thence South 0 deg. 44' West along said Smith's Westerly line 1,242.87 feet to an Iron pin;

Thence South 0 deg. 41' East along said Smith's Westerly line and along the Westerly line of lands now or formerly owned by Birdena Stee 1,614.46 feet to an Iron pin at the Northeastery corner of lands now or formerly owned by Alfred H. Imhoff et al;

Thence South 88 deg. 34' West along said Imhoff's Northerly line, and being parallel with the center line of the said Hallock-Young Road, 200.00 feet to an Iron pin at the Northwestern corner of said Imhoff's lands;

Thence South 0 deg. 41' East along the Westerly line of said Imhoff's lands, and being parallel with the lot line on the Easterly side of said Lot No. 71, 390.02 feet to a bolt in the center line of the said Hallock-Young Road, said bolt being South 0 deg. 41' East, 30.00 feet from an Iron pin in the Northerly line of said road;

Thence South 88 deg. 34' West along the center line of said road 903.90 feet to a spike at the Southeastery corner of lands now or formerly owned by Edison E. Griffith et al, said spike being South 2 deg. 25' East, 30.00 feet from an Iron pin in the Northerly line of said road;

Thence North 2 deg. 25' West along said Griffith's East line 666.20 feet to an Iron pin at the Northeastery corner thereof;

Thence South 88 deg. 31' West along said Griffith's Northerly line 903.98 feet to an iron pin in the Westerly line of said Lot No. 71 at the Northwestern corner of said Griffith's lands;

Thence North 1 deg. 52' West along the West line of said Lot No. 71, it being also the Easterly line of lands now or formerly owned by Ewalt A. Radtka et al, 626.19 feet to an iron pin;

Thence South 88 deg. 07' West along said Radtka's Northerly line 1,090.38 feet to an iron pin at an angle in said line;

Thence North 0 deg. 36' West along said Radtka's Easterly line 1,997.58 feet to an iron pin in the Northerly line of said Lot No. 72, and the Southerly line of lands now or formerly owned by Joseph Bender et al;

Thence North 88 deg. 20' East along the North line of said Lot No. 72, and along said Bender's Southerly line 1,047.72 feet to the stone at the place of beginning.

Containing within said bounds 187.238 acres of land as surveyed by F. L. Davison, Registered Surveyor, in

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January, 1958. Of said acreage 48.965 acres are in Lot No. 72, and the remaining 138.274 acres are in said Lot No. 71.

PARCEL 2:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 63 of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Ellsworth-Bailey Road, so called, at the Southwesterly corner of said Lot No. 63, said point being also South 88 deg. 20' West, 30.00 feet from an iron pin in the Easterly line of said road, and being also the Northwesterly corner of lands now or formerly owned by Ewalt A. Radtka et al:

Thence running North 0 deg. 45' West along the center line of said road 735.60 feet to a railroad spike at an angle in said road;

Thence North 1 deg. 44' West along the center line of said Ellsworth-Bailey Road 225.80 feet to a bolt, said bolt being also South 88 deg. 06' West, 30.00 feet from an iron pin in the Easterly line of said road, and being at the Southwesterly corner of lands now or formerly owned by Albert J. Sechler et al;

Thence North 88 deg. 06' East along said Sechler's Southerly line 817.12 feet to an iron pin at an angle in said line;

Thence South 4 deg. 22' East along said Sechler's Westerly line 227.70 feet to an iron pin;

Thence North 88 deg. 31' East along said Sechler's Southerly line 1,736.66 feet to an iron pin in the lot line on the Easterly side of said Lot No. 63, it being also the Westerly line of lands now or formerly owned by Archie A. McCorkle;

Thence South 1 deg. 37' East along said lot line on the East side of said Lot No. 63, and along the Westerly line of said McCorkle's lands 731.30 feet to a stone monument at the Southwesterly corner thereof and at the Northeasterly corner of Lot No. 72;

Thence South 88 deg. 20' West along the lot line on the South side of said Lot No. 63, and along the Northerly line of lands now or formerly owned by Isaac N. Best and lands now or formerly owned by Ewalt A. Radtka 2,575.31 feet to the place of beginning.

Containing within said bounds 47.629 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January, 1956.

PARCEL 3:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 63 of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Ellsworth-Bailey Road, so called, at the Southwesterly corner of said Lot No. 63, said point being also South 88 deg. 20' West, 30.00 feet from an iron pin in the Easterly line of said road, and being also the Northwesterly corner of lands now or formerly owned by Ewalt A. Radtka et al;

Thence running North 0 deg. 45' West, along the center line of said road 735.60 feet to a railroad spike at an angle in said road;

Thence North 1 deg. 44' West along the center line of said Ellsworth-Bailey Road 225.80 feet to a bolt, said bolt being also South 88 deg. 06' West, 30.00 feet from an iron pin in the Easterly line of said road, and being at the Southwesterly corner of lands now or formerly owned by Albert J. Sechler et al;

Thence North 88 deg. 06' East along said Sechler's Southerly line 817.12 feet to an iron pin at an angle in said line;



Thence South 4 deg. 22' East, along said Sechler's Westerly line 227.70 feet to an iron pin;

Thence North 88 deg. 31' East along said Sechler's Southerly line 1,736.66 feet to an iron pin in the lot line on the Easterly side of said Lot No. 63, it being also the Westerly line of lands now or formerly owned by Archie A. McCorkle;

Thence South 1 deg. 37' East along said lot line on the East side of said Lot No. 63, and along the Westerly line of said McCorkle's lands 731.30 feet to a stone monument at the Southwesterly corner thereof, and at the Northeasterly corner of Lot No. 72;

Thence South 88 deg. 20' West along the lot line on the South side of said Lot No. 63, and along the Northerly line of lands now or formerly owned by Isaac N. Best and lands now or formerly owned by said Ewalt A. Radtka 2,575.31 feet to the place of beginning.

Containing within said bounds 47.829 acres of land as surveyed by F.L. Davison, Registered Surveyor, in January, 1956.

PARCEL 4:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 71 of the original survey of said Lordstown Township, and known as being a parcel of land out of the Southeasterly corner of the Isaac N. Best farm, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Hallock-Young Road, so called, at the Southeasterly corner of said Lot No. 71, it being also the Southwesterly corner of lands now or formerly owned by Birdena Slee, said railroad spike being also South 0 deg. 41' East, 30.02 feet from an iron pin in the Northerly line of said road;

Thence running South 88 deg. 34' West along the center line of said Hallock-Young Road 200.00 feet to a bolt in said center line, said bolt being also South 0 deg. 41' East, 30.02 feet from an iron pin in the Northerly line of said road;

Thence North 0 deg. 41' West along a line parallel with the lot line on the Easterly line of said Lot No. 71, a distance of 390.02 feet to an iron pin;

Thence North 88 deg. 34' East along a line parallel with the center line of said road 200.00 feet to an iron pin in the Easterly line of said Lot No. 71 and the Westerly line of the lands now or formerly owned by said Birdena Slee;

Thence South 0 deg. 41' East along said lot line and along the Westerly line of said Slee's lands 390.02 feet to the railroad spike at the place of beginning.

Containing within said bounds 1.791 acres of land, as surveyed by F. L. Davison, Registered Surveyor, in January, 1956.

PARCEL 5:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Section No. 72 of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Hallock-Young Road, so called, at the Southeasterly corner of said Lot No. 72, and at the Southwesterly line of lands now or formerly owned by Edison E. Griffith et al, said railroad spike being also South 1 deg. 52' East, 30.00 feet from an iron pin in the Northerly line of said road;

Thence running South 88 deg. 34' West along the center line of said Hallock-Young Road 966.84 feet to an iron pin in the Northeasterly line of the Ohio Turnpike right-of-way;



Thence North 52 deg. 38' West along the Northeasterly line of said Ohio Turnpike (it being also the Southwesterly line of the re-located portion of the said Hallock-Young Road) 2,124.92 feet to a spike at the point where Northerly line of said Ohio Turnpike right-of-way intersects the center line of the Ellsworth-Bailey Road, so called, on the Westerly line of said Lot No. 72, said spike being also North 52 deg. 38' West, 206.85 feet from an iron pin in the line of said Turnpike right-of-way;

Thence North 0 deg. 46' West along the center line of said Ellsworth-Bailey Road 1,930.11 feet to a railroad spike at the Northwesterly corner of said Lot No. 72, and at the Southwesterly corner of lands now or formerly owned by Joseph Bender et al, said railroad spike being also South 88 deg. 20' West, 30.00 feet from an iron pin in the Easterly line of said road;

Thence North 88 deg. 20' East along the Northerly line of said Lot No. 72 and along the Southerly line of said Bender's lands 1,627.59 feet to an iron pin at the Northwesterly corner of lands now or formerly owned by Isaac N. Best;

Thence South 0 deg. 38' East along said Best's Westerly line 1,997.58 feet to an iron pin;

Thence North 88 deg. 07' East along said Best's Southerly line 1,090.38 feet to an iron pin in the lot line on the Easterly side of said Lot No. 72;

Thence South 1 deg. 52' East along said Best's Westerly line and along the Westerly line of lands now or formerly owned by Edison E. Griffith et al, a distance of 1,279.74 feet to the place of beginning.

Containing within said bounds 120.997 acres of land, as surveyed by F. L. Davison, Registered Surveyor, in January, 1956.

PARCEL 6:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 77 in the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Hallock-Young Road, so called, at the Northeasterly corner of said Lot No. 77, said point being also the Northwesterly corner of lands formerly owned by Andey Zajic in said Lot No. 78, said railroad spike being also North 1 deg. 34' West, 30.00 feet from an iron pin in the Southerly line of said road;

Thence running South 1 deg. 34' East along said lot line on the Easterly side of said Lot No. 77, and along the Westerly line of said Zajic's lands 779.86 feet to an iron pin in the Northeasterly line of the right-of-way of the Ohio Turnpike;

Thence North 52 deg. 37' West along the Northeasterly line of said Turnpike right-of-way 648.03 feet to an iron pin at the point where said Turnpike line is intersected by the Southerly line of lands now or formerly owned by James and Loretta Zajic in said Lot No. 77 (see Deed Volume 501, Page 170);

Thence North 88 deg. 34' East along the Southerly line of said lands of said James and Loretta Zajic, and lands now or formerly owned by Ralph B. Harshman's 285.74 feet to an iron pin at the Southeasterly corner of said Harshman's lands, said line being parallel with and 373.40 feet by rectangular measurement Southerly from the center line of said Hallock-Young Road;

Thence North 1 deg. 28' West along the Easterly line of said Harshman's lands 373.40 feet to an iron pin in the center line of said Hallock-Young Road, said point being also North 1 deg. 28' West, 30.00 feet from an iron pin in the Southerly line of said road;

Thence North 88 deg. 34' East along the center line of said road 217.29 feet to the place of beginning.

Containing within said bounds 4.229 acres of land, as surveyed by F. L. Davison, Registered Surveyor, in February, 1956.

PARCEL 7:



Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 77 in the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Hallock-Young Road, so called, at the Northwestern corner of lands now or formerly owned by James and Loretta Zajic in said Lot No. 77, said railroad spike being also North 1 deg. 25' West, 30.00 feet from an iron pin in the Southerly line of said road, and also being South 88 deg. 34' West, 683.94 feet from the Northeasterly corner of said Lot No. 77;

Thence running South 1 deg. 25' East along the Westerly line of said Zajic's lands 202.14 feet to an iron pin at the point where the Northeasterly line of the right-of-way of the Ohio Turnpike intersects the West line of said Zajic's lands (See Deed Volume 577, Page 348, Parcel 2);

Thence North 52 deg. 37' West along the Northeasterly line of said Turnpike right-of-way, it being along a line parallel with and 130.00 feet by rectangular measurement Northeasterly from the center line of said Turnpike, a distance of 322.23 feet to an iron pin at the point where said line intersects the former center line of said Hallock-Young Road;

Thence North 88 deg. 34' East along the said center line of said Hallock-Young Road 251.00 feet to the railroad spike at the place of beginning.

Containing within said bounds 0.582 acre of land as surveyed by F. L. Davison, Registered Surveyor, in February, 1956.

PARCEL 8:

Situated in the Township of Lordstown, County of Trumbull, and State of Ohio:

And known as being all of Lots Nos. 64 and 65 in the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Warren-Salem Road, so called, at the Southeasterly corner of said Lot No. 85, and at the Northeasterly corner of lands now or formerly owned by William A. Smith in Lot No. 1 of Tract 15;

Thence running South 88 deg. 27' West along the Northerly line of said William A. Smith lands, and along the Northerly line of lands now or formerly owned by Rachael Smith 3,344.85 feet to an iron pin at the Northeasterly corner of Lot No. 71, said point being the Northeasterly corner of lands now or formerly owned by Isaac N. Best;

Thence South 82 deg. 16' West along said Best's North line 2,113.00 feet to a stone monument at the Northwest corner of said Lot No. 71 and at the Southeasterly corner of lands now or formerly owned by Joseph Bender et al;

Thence North 1 deg. 37' West along said Bender's East line and along the East line of lands now or formerly owned by Albert J. Sechler et al, 1,994.84 feet to an iron pin at the Northwest corner of said Lot No. 64 and at the Southwesterly corner of lands now or formerly owned by John C. Fishel;

Thence North 88 deg. 20' East along the lot line on the Northerly side of said Lots No. 64 and 65, said line being the South line of lands of said Fishel, and of Frank Kiches and of Mabel W. Shively, 5,450.00 feet to a spike in the center line of the said Warren-Salem Road at the Northeast corner of said Lot No. 65, said spike being also North 88 deg. 20' East, 30.00 feet from an iron pin in the Westerly line of said road;

Thence South 1 deg. 51' East along said center line 13.65 feet to an iron pin at an angle in said road;

Thence South 2 deg. 15' East along said center line of said road 416.95 feet to an iron pin at an angle in said road;

Thence South 1 deg. 45' East, 518.83 feet to an iron pin at an angle in said road;

Thence South 2 deg. 04' East along said center line of said road 827.32 feet to an iron pin at an angle in said



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road:

Thence South 0 deg. 11' West along the center line of said road 258.82 feet to the railroad spike at the place of beginning.

Containing within said bounds 253.642 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January, 1956. Of said acreage approximately 126.014 acres are in said Lot No. 65, and the remaining 127.628 acres are in said Lot No. 64.

PARCEL 9:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 71 in the original survey of said Lordstown Township, and being a parcel of land out of the Southwesterly corner of the said Lot No. 71, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Hallock-Young Road, so called, at the Southwesterly corner of said Lot No. 71, said railroad spike being also South 1 deg. 52' East, 30.00 feet from an iron pin in the Northerly line of said road;

Thence running North 1 deg. 52' West along said lot line and along the Easterly line of lands now or formerly owned by Ewalt A. Radtka et al. 654.55 feet to an iron pin in the Southwesterly corner of lands owned by Isaac N. Best;

Thence North 88 deg. 31' East along said Best's Southerly line 903.98 feet to an iron pin;

Thence South 2 deg. 25' East along said Best's Westerly line, a distance of 855.20 feet to a spike in the center line of said Hallock-Young Road, said spike being also South 2 deg. 25' East, 30.00 feet from an iron pin in the Northerly line of said road;

Thence South 88 deg. 34' West along the center line of said Hallock-Young Road 910.68 feet to the railroad spike at the place of beginning.

Containing within said bounds 13.640 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January, 1956.

PARCEL 10:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 1 in Tract 15 of the original survey of said Lordstown Township, and known as being a parcel of land out of the Northeasterly corner of the Rachael Smith farm, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Warren-Salem Road, so called, at the Northeasterly corner of said Lot No. 1, said point being also the Southeasterly corner of lands now or formerly owned by Archie A. McCorkle in Lot No. 65, and being also North 88 deg. 27' East, 30.00 feet from an iron pin in the Westerly line of said road;

Thence running South 0 deg. 11' West along the center line of said Warren-Salem Road 132.00 feet to a spike at the Northeasterly corner of lands now or formerly owned by Rachael Smith, said spike being also North 88 deg. 27' East, 30.00 feet from an iron pin in the Westerly line of said road;

Thence South 88 deg. 27' West along said Rachael Smith's Northerly line, and being parallel with the Northerly line of said Lot No. 1, a distance of 495.00 feet to an iron pin;

Thence North 0 deg. 11' East along a line parallel with the center line of said Warren-Salem Road 132.00 feet to an iron pin in the Southerly line of said lands now or formerly owned by said McCorkle;

Thence North 88 deg. 27' East along the Southerly line of said McCorkle's lands, a distance of 495.00 feet to the



place of beginning.

Containing within said bounds 1,500 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January, 1956.

PARCEL 11:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a parcel of land out of the center portion of Lot No. 2 in Tract 15 of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a bolt in the center line of the Hallock-Young Road, so called, at the Southeasterly corner of lands now or formerly owned by Birdena Slee in said Lot No. 2, said bolt being also South 0 deg. 13' West, 30.00 feet from an iron pin in the Northerly line of said road;

Thence running North 0 deg. 13' East along the Easterly line of said lands now or formerly owned by said Birdena Slee 1,652.68 feet to an iron pin in the lot line on the North side of said Lot No. 2, and in the Southerly line of lands now or formerly owned by Rachael Smith;

Thence North 88 deg. 25' East along said Smith's Southerly line 288.30 feet to an iron pin at the Northwesterly corner of lands now or formerly owned by Erma E. and Clarence S. Cole;

Thence South 1 deg. 33' East along said Coles' Westerly line 1,660.30 feet to a spike in the center line of said Hallock-Young Road, said spike being also South 1 deg. 33' East, 30.00 feet from an iron pin in the Northerly line of said road;

Thence South 89 deg. 43' West along the center line of said Hallock-Young Road 339.68 feet to the bolt at the place of beginning.

Containing within said bounds 11.911 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January, 1966.

PARCEL 12:

Situated in the Township of Lordstown, County of Trumbull, State of Ohio:

And known as being a part of Lot No. 2 in Tract 15 of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Hallock-Young Road, so called, at the Southwesterly corner of said Lot No. 2 and at the Southeasterly corner of lands now or formerly owned by Alfred H. Imhoff, said railroad spike being also South 0 deg. 41' East, 30.02 feet from an iron pin in the Northerly line of said road;

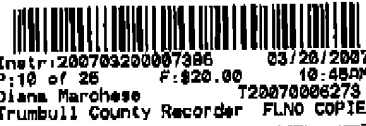
Thence running North 0 deg. 41' West along said lot line, and along the Easterly line of said Imhoff's lands and along the Easterly line of lands now or formerly owned by Isaac N. Best 1,586.70 feet to an iron pin at the Southwesterly corner of Lot No. 1 in said Tract 15, it being also the Southwesterly corner of lands now or formerly owned by Rachael Smith;

Thence North 88 deg. 25' East along said lot line and along the South line of said Smith's lands 1,356.67 feet to an iron pin at the Northwest corner of lands now or formerly owned by Orson L. Bailey, et al;

Thence South 0 deg. 13' West along the Westerly line of said Bailey's lands 1,652.68 feet to a bolt in the center line of said Hallock-Young Road, said bolt being also South 0 deg. 13' West, 30.00 feet from an iron pin in the North line of said road;

Thence South 89 deg. 43' West, along the center line of said road 174.70 feet to an iron pin at an angle in said road;

Thence North 88 deg. 33' West along the center line of said Hallock-Young Road 1,157.50 feet to the place of beginning;



Containing within said bounds 50.042 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January 1956.

PARCEL 13:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being the Easterly portion of Lot No. 2 in Tract 15 of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at an iron pin in the Southeastery corner of said Lot No. 2, said point being the point where the center line of the Warren-Salem Road, so called, intersects the center line of the Hallock-Young Road, so called;

Thence running South 89 deg. 43' West along the center line of said Hallock-Young Road 230.40 feet to a spike at the Southeastery corner of a parcel of land now or formerly owned by R. G. Hammond, said spike being also South 1 deg. 48' East, 30.61 feet from an iron pin near the Northerly line of said road;

Thence North 1 deg. 48' West along the East line of said Hammond's lands 200.41 feet to an iron pin;

Thence South 89 deg. 45' West along the Northerly line of said Hammond's lands 189.05 feet to an iron pin at the Northwestery corner thereof;

Thence South 1 deg. 50' East along the Westerly line of said Hammond's lands 200.51 feet to a spike in the center line of said Hallock-Young Road, said spike being also South 1 deg. 50' East, 30.71 feet from an iron pin rear the North line of said road;

Thence South 89 deg. 43' West along the center line of said road 935.40 feet to a spike at the Southeastery corner of lands now or formerly owned by Erma E. and Clarence S. Cole, said spike being also South 0 deg. 37' East, 30.01 feet from an iron pin in the Northerly line of said road;

Thence North 0 deg. 37' West along said Cole's Easterly line 1,668.16 feet to an iron pin at the Northeastery corner thereof, and in the Southerly line of lands now or formerly owned by Rachael Smith;

Thence North 88 deg. 25' East along said Smith's Southerly line (it being also the lot line on the North side of said Lot No. 2), a distance of 1,353.14 feet to a spike in the centerline of said Warren-Salem Road, said spike being also North 88 deg. 25' East, 30.01 feet from an iron pin in the Westerly line of said road;

Thence South 0 deg. 42' East along the center line of said Warren-Salem Road 1,698.20 feet to the place of beginning.

Containing within said bounds 51.448 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January, 1956.

PARCEL 14:

Situated in the Township of Lordstown, County Trumbull and State of Ohio:

And known as being a part of Lot No. 78 in the original survey of said Lordstown Township, and a part of Lot No. 3 in Tract 15 of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Hallock-Young Road, so called, at the Northeastery corner of said Lot No. 78;

Thence running South 88 deg. 33' East along the center line of said road 329.30 feet to a spike at the Northwestery corner of lands now or formerly owned by Erma E. and Clarence S. Cole, said spike being also North 1 deg. 26' West, 32.65 feet from an iron pin found near the South line of said road;

Thence South 1 deg. 26' East along said Coles' West line 663.05 feet to an iron pin at an angle therein;

Thence running North 88 deg. 54' West along a North line of said Coles' lands 330.16 feet to an iron pin in the lot



line on the Easterly line of said Lot No. 78;

Thence South 1 deg. 26' East along said lot line and along said Coles' West line 1,075.65 feet to an iron pin at an angle in said line;

Thence South 2 deg. 29' East along said lot line and along the Westery line of lands now or formerly owned by Ellen M. Greenwalt, a distance of 849.54 feet to an iron pin in the Northeasterly line of the right-of-way of the Ohio Turnpike (said point being 125 feet by rectangular measurement Northeasterly from the center line of said Turnpike (see plat Volume 11, Page 68);

Thence North 52 deg. 37' West along the Northeasterly line of said Turnpike right-of-way, and being parallel with and 125 feet by rectangular measurement Northeasterly from said center line as shown by said plat Volume 11, Page 68, a distance of 2,039.90 feet to an iron pin at the point where said line intersects the Easterly line of lands now or formerly owned by James Zajic and Bertha Z. Harner;

Thence North 1 deg. 18' West along said Zajic-Harner Easterly line 1,110.00 feet to a spike in the center line of said Hallock-Young Road, said spike being also North 1 deg. 18' West, 30.00 feet from an iron pin in the South line of said road;

Thence North 88 deg. 34' East along the center line of said Hallock-Young Road 1,575.98 feet to the place of beginning.

Containing within said bounds 68.250 acres of land as surveyed by F. L. Davison, Registered Surveyor, in February, 1956. Of said acreage 5.027 acres are located in said Lot No. 3 of Tract 15, and the remaining 63.223 acres are in said Lot No. 78.

PARCEL 15:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 77 in the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a spike in the center line of the Hallock-Young Road, so called, at the Northwesterly corner of lands now or formerly owned by Ralph B. Harshman, said spike being North 1 deg. 26' West, 30.00 feet from an iron pin in the Southerly line of said road, and being also South 88 deg. 34' West, 333.94 feet from a railroad spike at the Northeasterly corner of said Lot No. 77;

Thence running South 1 deg. 26' East along the West line of said Harshman's lands 373.40 feet to an iron pin at the Southwesterly corner thereof, said iron pin being also in the Northerly line of lands now or formerly owned by Ewalt A. Radtka et al;

Thence South 88 deg. 34' West along the Northerly line of said Radtka's lands 169.09 feet to an iron pin in the Northeasterly line of the right-of-way of the Ohio Turnpike, said point being 110.00 feet by rectangular measurement Northeasterly from the center line of said Turnpike right-of-way;

Thence North 52 deg. 37' West along the Northeasterly line of said Turnpike right-of-way, it being a line parallel with and 110 feet by rectangular measurement Northeasterly from the center line of said Turnpike, 232.63 feet to an iron pin;

Thence North 1 deg. 25' West along the Easterly line of a part of said right-of-way, and along the Easterly line of lands now or formerly owned by said Radtka, 227.80 feet to a railroad spike in the center line of said Hallock-Young Road, said railroad spike being also North 1 deg. 25' West, 30.00 feet from an iron pin in the South line of said road;

Thence North 88 deg. 34' East along the center line of said Hallock-Young Road 350.00 feet to the place of beginning.

Containing within said bounds 2.698 acres of land as surveyed by F.L. Davison, Registered Surveyor, in February, 1956.

**PARCEL 16:**

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 77 in the Original Survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at an iron pin in the center line of the Hallock-Young Road, so called, said iron pin being South 88 deg. 34' West, 217.29 feet from the Northeasterly corner of said Lot No. 77, and being also North 1 deg. 26' West, 30.00 feet from an iron pin in the Southerly line of said road;

Thence running South 1 deg. 26' East, along the Westerly line of lands now or formerly owned by Ewalt A. Radtka et al, a distance of 373.40 feet to an iron pin;

Thence South 88 deg. 34' West along a line parallel with the center line of said road, and being the Northerly line of said Radtka's lands, 116.65 feet to an iron pin at the Southeasterly corner of lands now or formerly owned by James and Loreita M. Zajic;

Thence North 1 deg. 26' West along said Zajic's Easterly line 373.40 feet to a spike in the center line of said Hallock-Young Road, said spike being also North 1 deg. 26' West, 30.00 feet from an iron pin in the Southerly line of said road;

Thence North 88 deg. 34' East, along the center line of said Hallock-Young Road 116.65 feet to the place of beginning, containing within said bounds 1.000 acre of land as surveyed by F. L. Davison, Registered Surveyor, in February, 1956.

PARCEL 17:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a parcel of land out of the center portion of Lot No. 2 in Tract 15 of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a spike in the center line of the Hallock-Young Road, so called, at the Southwesterly corner of lands in said Lot No. 2 now or formerly owned by Rudy K. Fenstermaker, said spike being also South 0 deg. 37' East, 30.00 feet from an iron pin in the Northerly line of said road;

Thence running South 89 deg. 43' West along the center line of said Hallock-Young Road 347.00 feet to a spike at the Southeasterly corner of a tract of land now or formerly owned by Orson L. Bailey et al, in said Lot No. 2, said spike being also South 1 deg. 33' East, 30.00 feet from an iron pin in the Northerly line of said road;

Thence North 1 deg. 33' West along said Bailey's Easterly line 1,660.30 feet to an iron pin in the South line of lands now or formerly owned by Rachael Smith;

Thence North 88 deg. 25' East along said Smith's Southerly line, it being also the North line of said Lot No. 2, a distance of 374.29 feet to an iron pin at the Northwesterly corner of said lands now or formerly owned by said Rudy K. Fenstermaker;

Thence South 0 deg. 37' East along said Fenstermaker's Westerly line 1,668.15 feet to the spike at the place of beginning,

Containing within said bounds 13.778 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January 1956.

PARCEL 18:

Situated in the Township of Lordstown, County of Trumbull, and State of Ohio:

And known as being a part of Lot No. 3 in Tract 15 of the Great Salt Springs Tract of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:



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Beginning at a spike in the center line of the Hallock-Young Road, so called, at the Northeasterly corner of a 5.027 acre parcel of land in said Lot No. 3 now or formerly owned by Myron J. Kistler, said spike being South 88 deg. 33' East, 329.30 feet from the Northwesterly corner of said Lot No. 3, and being also North 1 deg. 26' West, 32.65 feet from an iron pin near the Southerly line of said road;

Thence running along the center line of said Hallock-Young Road South 88 deg. 33' East, 642.22 feet to a railroad spike at the Northwesterly corner of lands now or formerly owned by Orson L. and May Bailey, said railroad spike being also North 1 deg. 26' West, 30.00 feet from an iron pin in the South line of said road;

Thence South 1 deg. 26' East along the Westerly line of said lands now or formerly owned by said Bailey, and being parallel with the lot line on the West side of said Lot No. 3, a distance of 1,681.74 feet to an iron pin in the North line of lands now or formerly owned by Ward C. Kistler;

Thence South 87 deg. 57' West along the North line of said Kistler's lands and along the North line of lands now or formerly owned by Ellen M. Greenwait, a distance of 971.90 feet to a stone in the lot line on the West side of said Lot No. 3, and in the Easterly line of lands now or formerly owned by said Myron J. Kistler;

Thence North 1 deg. 26' West along said lot line and along said Myron J. Kistler's East line 1,076.65 feet to an iron pin at the Southwesterly corner of said 5.027 acre parcel referred to above;

Thence South 88 deg. 54' East along the South line of said 5.027 acre parcel 330.16 feet to an iron pin at the Southeasterly corner thereof;

Thence North 1 deg. 26' West along the Easterly line of said 5.027 acre parcel 663.05 feet to the spike in the center line of said Hallock-Young Road at the place of beginning.

Containing within said bounds 33.149 acres of land as surveyed by F. L. Davison, Registered Surveyor, in February, 1956.

PARCEL 19:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 78 in the original survey of said Lordstown Township, and is a parcel of land out of the Northwesterly corner of said Lot No. 78, and is further and more fully bounded and described as follows:

Beginning at a railroad spike in the center line of the Hallock-Young Road, so called, at the Northwest corner of said Lot No. 78, said railroad spike being also North 1 deg. 34' West, 30.00 feet from an iron pin in the Southerly line of said road, and being also the Northeasterly corner of lands now or formerly owned by Ewalt A. Radtka et al;

Thence running North 88 deg. 34' East along the center line of said Hallock-Young Road, a distance of 438.60 feet to a spike at the Northwesterly corner of lands now or formerly owned by Myron J. Kistler said spike being also North 1 deg. 18' West, 30.00 feet from an iron pin in the South line of said road;

Thence South 1 deg. 18' East along the Westerly line of said Kistler's lands 1,110.00 feet to an iron pin in the Northeasterly line of the right-of-way of the Ohio Turnpike at a point 125.00 feet by rectangular measurement Northeasterly from the center line of said Turnpike;

Thence continuing South 1 deg. 18' East along said line 19.22 feet to an iron pin at a point 110.00 feet Northeasterly by rectangular measurement from the center line of said Turnpike;

Thence North 52 deg. 37' West along the Northeasterly line of said Turnpike right-of-way, and being parallel with and 110.00 feet by rectangular measurement Northeasterly from the center line of said Turnpike, a distance of 557.14 feet to an iron pin at the point where the said Turnpike line is intersected by the lot line on the West side of said Lot No. 78;

Thence North 1 deg. 34' West along the said lot line on the West side of said Lot No. 78, it being also the Easterly line of lands now or formerly owned by Ewalt A. Radtka et al, a distance of 779.86 feet to the place of beginning.



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Containing within said bounds 9.572 acres of land as surveyed by F. L. Davison, Registered Surveyor, in February, 1956.

PARCEL 20:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 2 in Tract 15 of the original survey of said Lordstown Township, and is further and more fully bounded and described as follows:

Beginning at a spike in the center line of the Hallock-Young Road, so called, on the South line of said Lot No. 2, said spike being South 89 deg. 43' West, a distance of 230.40 feet from an iron pin at the point where the said center line of said road intersects the center line of the Warren-Salem Road, so called, at the Southeasterly corner of said Lot No. 2, and said spike being also South 1 deg. 48' East, 30.81 feet from an iron pin near the Northerly line of said Hallock-Young Road;

Thence running South 89 deg. 43' West along the center line of said Hallock-Young Road 189.00 feet to a spike in said center line, said spike being also South 1 deg. 50' East, 30.71 feet from an iron pin in the Northerly line of said road;

Thence North 1 deg. 50' West along the Easterly line of other lands now or formerly owned by said Rudy K. Fenstermaker 200.51 feet to an iron pin;

Thence North 89 deg. 45' East along a Southerly line of said Fenstermaker's lands 189.05 feet to an iron pin;

Thence South 1 deg. 48' East still along said Fenstermaker's lands 200.41 feet to the spike at the place of beginning.

Containing within said bounds 0.870 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January, 1956.

PARCEL 21:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot No. 1 of Tract 15 of the original survey of said Lordstown Township; and is further and more fully bounded and described as follows:

Beginning at an iron pin in the South line of lands now or formerly owned by Archie A. McCorkle, said point being also the Northeasterly corner of Lot No. 71, now or formerly owned by Isaac H. Best;

Thence running North 88 deg. 27' East along said lot lines, and along the Southerly line of said McCorkles' lands, a distance of 2,849.85 feet to an iron pin at the Northwesterly corner of a parcel of land now or formerly owned by William A. Smith;

Thence South 0 deg. 11' West, along the Westerly line of said William A. Smith's lands, and being parallel with the center line of the Warren-Salem Road, 132.00 feet to an iron pin;

Thence North 88 deg. 27' East, along said Smith's Southerly line, and being parallel with the South line of said McCorkle's lands, a distance of 495.00 feet to a spike in the center line of said Warren-Salem Road, said spike being also West 88 deg. 27' East, 30.00 feet from an iron pin in the West line of said Road;

Thence South 0 deg. 11' West along the center line of said Road 145.13 feet to an iron pin at an angle in said road;

Thence South 0 deg. 42' East along the center line of said Warren-Salem Road 1,380.25 feet to a railroad spike at the Northeasterly corner of lands now or formerly owned by Rudy K. Fenstermaker, said railroad spike being also North 88 deg. 25' East, 30.00 feet from an iron pin in the West line of said road;

Thence South 88 deg. 25' West along the lot line on the South side of said Lot No. 1, it being also the Northerly line of said Fenstermaker's lands, and of lands now or formerly owned by Erma E. Cole, by Orson L. Bailey, and



by Birdena Sise, a distance of 3,372.40 feet to an iron pin in the Easterly line of said Isaac W. Best's lands and at the Southwest corner of said Lot No. 1;

Thence North 0 deg. 41' West along said Best's Easterly line 417.78 feet to an iron pin at an angle in said line;

Thence North 0 deg. 44' East along said Best's Easterly line 1,242.87 feet to the iron pin at the place of beginning.

Containing within said bounds 126.444 acres of land as surveyed by F. L. Davison, Registered Surveyor, in January 1956.

PARCEL 22:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Lot 3 in Great Salt Springs Tract 15 in the original survey of said township and is more fully bounded and described as follows:

Beginning at a point in the original centerline of Hallock-Young Road at its intersection with the West line of lands now or formerly owned by Union Building Corporation and the East line of lands of Orson Bailey, et al, as recorded in Trumbull County Records of Deeds in Volume 640 at Page 520, said point being North 0 deg. 41' West, 30 feet from an iron pin in the South line of the road;

Thence South 0 deg. 41' East along the West line of Union Building Corporation and the East line of Bailey, 1,153.40 feet to an iron pin at the Northwest corner of lands now or formerly owned by H. G. Deutsch;

Thence South 0 deg. 55' 15" East along the West line of Deutsch and the East line of Bailey, 496.95 feet to an iron pin in the North line of lands now or formerly owned by E. M. Greenwalt and at the Southeast corner of lands of Bailey;

Thence South 88 deg. 12' 30" West along Greenwalt's North line and the South line of Bailey, 1,025.21 feet to a concrete monument at the Southeast corner of lands of General Motors Corporation and the Southwest corner of lands of Bailey;

Thence North 1 deg. 31' 35" West along the East line of General Motors Corporation and the West line of Bailey, 934.23 feet to an iron pin;

Thence North 1 deg. 29' West along the East line of General Motors Corporation, the East line of lands of Trumbull County and the West line of Bailey, 747.56 feet to a point in the original centerline of Hallock-Young Road, said point being North 1 deg. 29' West, 30.34 feet from a monument near the South line of the road;

Thence South 88 deg. 36' East along the original centerline of the road, 188.50 feet to a point, said point being North 0 deg. 31' East, 30 feet from an iron pin in the South line of the road;

Thence North 89 deg. 38' East continuing along the South line of the road, 859.04 feet to the point of beginning. Containing within said lands 39.654 acres.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PROPERTY:

EXCEPTION PARCEL 1:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being parts of Sections 72, 77, 78 and Lots 2 and 3 in Tract 15 in the original survey of said Township, being more fully bounded and described as follows:

Beginning at a point in the Westery right-of-way line of the Salem-Warren Road at its intersection with the center line of the existing Hallock-Young Road;

Thence South 0 deg. 45' East, along the Westery line of the Salem-Warren Road, 60 feet to a point;



Thence South 89 deg. 38' West, 542.87 feet to a point in the Westerly line of a parcel of land owned by the General Motors Corporation;

Thence North 4 deg. 58' West, 60.19 feet to a point in the center line of the existing Hallock-Young Road at the Northeast corner of lands now or formerly owned by Orson L. and Mee Bailey;

Thence South 89 deg. 38' West, along the center line of the road, 1638.88 feet to an iron pin at an angle in the said center line;

Thence North 88 deg. 36' West, continuing along the center line of the road, 185.98 feet to an iron pin at the Northwest corner of lands of said Bailey;

Thence South 1 deg. 29' East, along the West line of said Bailey, 227.62 feet to a point;

Thence South 88 deg. 31' West, 388.06 feet to a point;

Thence South 37 deg. 22' West, 2,018.23 feet to a point in the Northeasterly line of lands of the Ohio Turnpike Commission;

Thence along the Northeasterly line of said Turnpike the following courses and distances:

North 52 deg. 37' West, 1,177.19 feet to an iron pin;

South 1 deg. 18' East, 19.22 feet to an iron pin;

North 52 deg. 37' West, 1437.60 feet to an iron pin;

North 1 deg. 25' West, 25.66 feet to an iron pin;

North 52 deg. 37' West, 322.23 feet to an iron pin;

South 88 deg. 34' West, 31.92 feet to an iron pin;

and North 52 deg. 38' West, 2,124.97 feet to a railroad spike in the center line of the Ellsworth-Bailey Road;

Thence North 0 deg. 45' West, along the center line of the Ellsworth-Bailey Road, 1,930.11 feet to a railroad spike at the Northwest corner of Section 72;

Thence North 88 deg. 20' East, along the North line of Section 72, 60 feet to a point;

Thence South 0 deg. 45' East, 636.71 feet to a point;

Thence South 35 deg. 45' East, 488.16 feet to a point;

Thence South 0 deg. 45' East, 525.00 feet to a point;

Thence Southeasterly along a curve to the left having a radius of 889.93 feet (chord South 26 deg. 41' 30" East, 778.61 feet) an arc distance of 805.86 feet to a point;

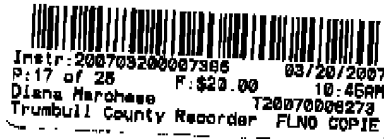
Thence South 52 deg. 38' East, 3,693.04 feet to a point;

Thence Easterly along a curve to the left having a radius of 497.96 feet (chord North 82 deg. 22' East, 704.22 feet) an arc distance of 782.19 feet to a point;

Thence North 37 deg. 22' East, 1,374.63 feet to a point;

Thence Northeasterly on a curve to the right having a radius of 672.96 feet (chord North 63 deg. 30' East, 592.63 feet) an arc distance of 613.89 feet to a point;

Thence North 89 deg. 38' East, 2,329.04 feet to a point in the Westerly line of the Salem-Warren Road;



Thence South 0 deg. 47' East, along the Westerly line of the road, 130 feet to the point of beginning, containing within the said bounds 46.9873 acres of land of which 18.1600 acres are in Section 72, 3.9168 acres are in Section 77, 11.1170 acres are in Section 78, 7.6590 acres are in Lot 2, Tract 15 and 8.2345 acres are in Lot 3, Tract 15.

EXCEPTION PARCEL 2:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as beginning at a point in the Westerly right-of-way line of the Salem-Warren Road at its intersection with the center line of the existing Hallock-Young Road;

Thence South 0 deg. 45' East, along the Westerly line of the Salem-Warren Road, 60 feet to a point which is the true point of beginning of the parcel herein described;

Thence continuing South 0 deg. 45' East, along the Westerly line of the Salem-Warren Road, 200.00 feet to a point;

Thence South 89 deg. 15' West, 75.00 feet to a point;

Thence North 46 deg. 11' West, 287.74 feet to a point;

Thence North 89 deg. 38' East, 280.00 feet to the point of beginning of the parcel herein described and containing within said bounds 0.8165 acres of land.

EXCEPTION PARCEL 3:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as beginning at a point in the Westerly right-of-way line of the Salem-Warren Road at its intersection with the center line of the existing Hallock-Young Road;

Thence North 0 deg. 47' West, along the Westerly line of the Salem-Warren Road, 130.00 feet to a point which is the true point of beginning of the parcel herein described;

Thence South 89 deg. 38' West, 300.00 feet to a point;

Thence North 44 deg. 32' East, 316.53 feet to a point;

Thence North 89 deg. 13' East, 75.00 feet to a point in the Westerly line of the Salem-Warren Road;

Thence South 0 deg. 47' East, 225.00 feet along said line to the point of beginning.

And containing within said bounds 0.9655 acres of land.

EXCEPTION PARCEL 4:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Section 65 in the original survey of said Township, being further bounded and described as follows:

Beginning at a point in the center line of the Warren-Salem Road at the Northeastly corner of Section 65 in said Township;

Thence South 1 deg. 49' East along the center line of the Warren-Salem Road, 13.65 feet to an iron pin;

Thence South 2 deg. 12' 30" East, continuing along the center line of the Warren-Salem Road, 416.81 feet to an iron pin;

Thence South 1 deg. 43' 30" East, continuing along the center line of the Warren-Salem Road, 43.54 feet to the



true point of beginning of the parcel herein described;

Thence South 1 deg. 43' 30" East continuing along the center line of the Warren-Salem Road, 100.00 feet to a point;

Thence South 88 deg. 16' 30" West, 185.00 feet to an iron pin;

Thence North 1 deg. 43' 30" West, 100.00 feet to an iron pin;

Thence North 88 deg. 16' 30" East, 185.00 feet to the true place of beginning, containing within said bounds 0.425 acre.

EXCEPTION PARCEL 5:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Section 65 in the original survey of said Township, being further bounded and described as follows:

Beginning at a point at the Northeast corner of Section 85, said point being at the intersection of the Northerly line of the grantor with the existing center line of the Warren-Salem Road;

Thence Southerly, along the existing center line of said road the following courses and distances:

South 1 deg. 49' East, 13.85 feet to an iron pin;

South 2 deg. 12' 30" East, 416.81 feet to an iron pin;

South 1 deg. 43' 30" East, 43.54 feet to a point at the Northeast corner of a parcel deeded to the City of Warren, as recorded in Trumbull County, Ohio, Record of Deeds, Volume 847, Page 28;

Thence South 88 deg. 16' 30" West along the Northerly line of the City of Warren, 80 feet to an iron pin;

Thence Northerly, parallel to the existing center line of said road the following courses and distances:

North 1 deg. 43' 30" West, 43.20 feet to an iron pin;

North 2 deg. 12' 30" West, 416.75 feet to an iron pin;

North 1 deg. 49' West, 14.13 feet to an iron pin in the Northerly line of the grantor;

Thence North 88 deg. 20' East, 80 feet to the place of beginning, containing within said bounds 0.871 acres.

EXCEPTION PARCEL 5:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Section 65 in the original survey of said Township and a part of Sections 1 and 2 in the Great Salt Springs Tract in said Township, being further bounded and described as follows:

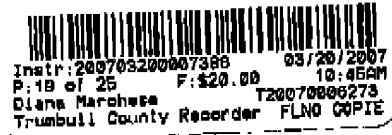
Beginning at an iron pin at the Southeast corner of Section 2 in the Great Salt Springs Tract, said iron pin being at the intersection of the existing center line of the Warren-Salem Road with the existing center line of the Hallock-Young Road;

Thence South 89 deg. 41' West, 30 feet to a point;

Thence North 0 deg. 44' West, 335 feet to a point;

Thence South 89 deg. 16' West, 75 feet to an iron pin;

Thence North 10 deg. 46' East, 125.35 feet to an iron pin;



Thence North 0 deg. 44' West, 3,367.48 feet to an iron pin;

Thence North 1 deg. 24' West, 264.99 feet to an iron pin;

Thence North 2 deg. 04' West, 328.14 feet to an iron pin;

Thence North 1 deg. 43' 30" West, 375.33 feet to an iron pin in the Southerly line of a parcel deeded to the City of Warren, as recorded in Trumbull County, Ohio, Record of Deeds, Volume 847, Page 28;

Thence North 88 deg. 16' 30" East, along the Southerly line of the City of Warren, 80 feet to a point in the original center line of the Warren-Salem Road;

Thence Southerly along the existing center line of the Warren-Salem Road the following courses and distances:

South 1 deg. 43' 30" East, 375.09 feet to an iron pin;

South 2 deg. 04' East, 827.00 feet to a cross on a bridge;

Thence South 0 deg. 11' West, 535.83 feet to an iron pin;

Thence South 0 deg. 44' East, 3,077.63 feet to the place of beginning, containing within said bounds 8.561 acres.

EXCEPTION PARCEL 7:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Section 3 in the Great Salt Springs Tract in said Township, being further bounded and described as follows:

Beginning at an iron pin at the Northeast corner of Section 3 in the Great Salt Springs Tract, said iron pin being at the intersection of the existing center line of the Warren-Salem Road with the existing center line of the Hallock-Young Road;

Thence South 0 deg. 42' East, along the existing center line of the Warren-Salem Road, 409.54 feet to a point;

Thence South 89 deg. 33' West, 105 feet to an iron pin;

Thence North 0 deg. 42' West, 149.28 feet to an iron pin;

Thence North 89 deg. 16' East, 75 feet to an iron pin;

Thence North 0 deg. 42' West, 260 feet to a point in the existing center line of the Hallock-Young Road;

Thence North 89 deg. 41' East, along the existing center line of the Hallock-Young Road, 30 feet to the place of beginning, containing within said bounds 0.539 acres.

Said land being also more particularly described as:

Trumbull 45, Section 0.00.

Situated in the Township of Lordstown, County of Trumbull, State of Ohio, and in Lot 65 and bounded and described as follows:

PARCEL 67-BWD

Lying on the left side of the center line of a survey made by the Department of Highways, and recorded in Books 29 and 30, Pages 97 through 99 and 40 through 42 of the records of Trumbull County and being located within the following described points in the boundary thereof:

Beginning at the Northeast corner of Lot 65, same being the grantor's Northeast property corner and being in the



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existing center line of SR45, said point being the true place of beginning for the parcel herein conveyed and being further described as being at Station 87+13.20 in the center line of survey of SR45;

Thence South 01 deg. 54' 55" East along the existing center line of SR45, the grantor's Easterly property line and the Easterly line of Lot 65, a distance of 13.94 feet, to a point;

Thence South 02 deg. 14' 25" East, along the existing center line of SR45, the grantor's Easterly property line and the Easterly line of Lot 65, a distance of 417.10 feet, to a point;

Thence South 01 deg. 45' 25" East along the existing center line of SR 45, the grantor's Easterly property line and the Easterly line of Lot 65, a distance of 42.70 feet, to a point at a Southeasterly property corner of this grantor;

Thence South 88 deg. 14' 35" West along a Southerly property line of this grantor, a distance of 80.00 feet, to a point on the proposed right-of-way line of SR45;

Thence along the proposed right-of-way line of SR45 by the following courses:

North 01 deg. 45' 25" West, a distance of 42.70 feet, to a point;

North 02 deg. 14' 25" West, a distance of 417.10 feet, to a point;

North 01 deg. 54' 55" West, a distance of 13.94 feet, to a point on the grantor's Northerly property line, same being the Northerly line of Lot 65;

Thence North 88 deg. 16' 05" East along the grantor's Northerly property line, same being the Northerly line of Lot 65, a distance of 80.00 feet, to the true place of beginning, containing 0.67 acres of land of which 0.54 acres is to be acquired and 0.33 acres is within the existing highway right-of-way.

EXCEPTION PARCEL 8:

Trumbull 45, Section 0.00

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being in Lots 2 and 1 of Tract 15 and Lot 65 and bounded and described as follows:

Parcel 67-WD:

Lying on the left and right sides of the center line of a survey, made by the Department of Highways, and recorded in Books 29 and 30, Pages 97 through 99 and 40 through 42 of the records of Trumbull County and being located within the following described points in the boundary thereof:

Beginning at the Southeast corner of Lot 2, Tract 15, same being the intersection of the existing center line of Hallock-Young Road (CH. 86) with the existing center line of State Route 45, said point being the true place of beginning and being at Station 33+22.35 in the center line of survey of State Route 45 and being in the Easterly property line of this grantor;

Thence South 88 deg. 39' 05" West along the existing center line of Hallock-Young Road (CH.86), same being the Southerly line of Lot 2, Tract 15, a distance of 30.00 feet, to a point on the existing right-of-way line of SR45;

Thence North 00 deg. 45' 55" West along the existing right-of-way line of SR45, a distance of 365.00 feet, to a point on the existing right-of-way of Hallock-Young Road (CH. 86);

Thence South 89 deg. 14' 05" West along the existing right-of-way line of Hallock-Young Road (CH. 86), a distance of 75.00 feet, to a point on the proposed right-of-way line of SR45;

Thence along the proposed right-of-way line of SR45 by the following courses:

North 10 deg. 44' 21" East, a distance of 125.35 feet, to a point;

North 00 deg. 45' 55" West, passing through the line common to Lot 2 and Lot 1 of Tract 15 and the line common



to Lot 1, Tract 15 and Lot 65, a distance of 3,369.41 feet to a point;

North 01 deg. 25' 40" West, a distance of 264.99 feet, to a point;

North 02 deg. 04' 00" West, a distance of 326.84 feet, to a point;

North 01 deg. 43' 30" West, a distance of 375.95 feet, to a point on a Northerly property line of this grantor;

Thence North 88 deg. 14' 36" East along a Northerly property line of this grantor, a distance of 80.00 feet, to a point at a Northeasterly property corner of this grantor, said point being in the existing center line of SR45 and the Easterly line of Lot 65;

Thence South 01 deg. 45' 25" East along the existing center line of SR45, the grantor's Easterly property line and the Easterly line of Lot 65, a distance of 375.95 feet to a point;

Thence South 02 deg. 05' 25" East along the existing center line of SR45, the grantor's Easterly property line and the Easterly line of Lot 65, a distance of 827.00 feet, to a point;

Thence South 00 deg. 08' 05" West along the existing center line of SR45, the grantor's Easterly property line, a distance of 536.83 feet, passing over the Southeast corner of Lot 65, same being the Northeast corner of Lot 1, Tract 15, to a point;

Thence South 00 deg. 45' 55" East along the existing center line of SR45, the grantor's Easterly property line and the Easterly line of Lot 1, Tract 15, a distance of 1,379.44 feet, to a point at the Southeast corner of Lot 1, Tract 15, same being the Northeast corner of Lot 2 of Tract 15;

Thence continuing South 00 deg. 45' 55" East along the existing center line of SR45, the grantor's Easterly property line and the Easterly line of Lot 2, Tract 15, a distance of 1,688.19 feet, to the true place of beginning, containing 8.57 acres of land of which 5.25 acres of land is to be acquired and 3.32 acres of land is within the existing highway right-of-way.

EXCEPTION PARCEL 9:

Trumbull 45, Section 0.00

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being in Lot 3, Tract 15 and bounded and described as follows:

Parcel 67-AWD

Lying on the left side of the center line of a survey, made by the department of Highways, and recorded in Books 29 and 30, Pages 97 through 99 and 40 through 42 of the records of Trumbull County, and being located within the following described points in the boundary thereof:

Beginning at the Northeast corner of Lot 3, Tract 15, same being the intersection of the existing center line of Hallock-Young Road (CH. 86) with the existing center line of State Route 45, said point being the true place of beginning and being at Station 33+22.35 in the center line of survey of State Route 45 and said point also being in the Easterly property line of this grantor;

Thence South 00 deg. 43' 55" East along the grantor's Easterly property line, the Easterly line of Lot 3, Tract 15 and the existing center line of State Route 45, a distance of 409.54 feet, to a point at the grantor's Southeast property corner;

Thence South 89 deg. 31' 05" West along the grantor's Southerly property line, a distance of 106.00 feet, to a point on the proposed right-of-way line of State Route 45;

Thence North 00 deg. 43' 55" West along the proposed right-of-way line of State Route 45, a distance of 149.28 feet, to a point on the existing right-of-way line of Hallock-Young Road (CH. 86);

Thence North 89 deg. 18' 05" East along the existing right-of-way line of Hallock-Young Road (CH.86), a distance



of 75.00 feet, to a point on the existing right-of-way line of State Route 45;

Thence North 00 deg. 43' 55" West along the existing right-of-way line of State Route 45, a distance of 260.00 feet, to a point on the existing center line of Hallock-Young Road (CH.86), same being the Northerly line of Lot 3, Tract 15;

Thence North 89 deg. 39' 05" East along the existing center line of Hallock-Young Road (CH. 86), same being the Northerly line of Lot 3, Tract 15, a distance of 30.00 feet, to the true place of beginning, containing 0.54 acres of land of which 0.26 acres of land is to be acquired and 0.28 acres of land is within the existing highway right-of-way.

EXCEPTION PARCEL 10:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio;

And known as being a part of Sections 63, 64 and 65 in the original survey of said township, being further bounded and described as follows:

Beginning at a railroad spike in the center line of Ellsworth-Balley Road at the Northwesterly corner of Section 63 in said Township;

Thence North 88 deg. 18' East along the Northerly line of Section 63, the distance of 2,567.00 feet to an Iron pin at the corner common to Sections 57, 58, 63 and 64 in said township;

Thence North 88 deg. 20' East along the Northerly line of Sections 64 and 65, the distance of 5,369.93 feet to an iron pin in the new Westerly right-of-way line of the Warren-Salem Road (State Route 45), said pin being South 88 deg. 20' West, 80.00 feet from a point at the Northeasterly corner of Section 65 in said Township and in the original center line of the Warren-Salem Road;

Thence Southwardly along said new right-of-way line, parallel to the original center line of the Warren-Salem Road the following courses and distances:

South 1 deg. 49' East, 14.13 feet to an Iron pin;

South 2 deg. 12' 30" East, 416.75 feet to an iron pin;

South 1 deg. 43' 30" East, 43.20 feet to an iron pin in the Northerly line of lands deeded to the City of Warren by deed recorded in Trumbull County, Ohio, Record of Deeds, Volume 847, Page 28;

Thence along the boundary of lands of the City of Warren the following courses and distances:

South 88 deg. 16' 30" West, 105.00 feet to an Iron pin;

South 1 deg. 43' 30" East, 100.00 feet to an iron pin;

North 88 deg. 16' 30" East, 105.00 feet to an iron pin in said new right-of-way line of the Warren-Salem Road;

Thence Southwardly along said new right-of-way line the following courses and distances:

South 1 deg. 43' 30" East parallel to the original center line of the Warren-Salem Road, 375.33 feet to an iron pin;

South 2 deg. 04' East parallel to the original center line of the Warren-Salem Road 328.14 feet to an Iron pin;

South 1 deg. 24' East, 264.99 feet to an Iron pin;

South 0 deg. 44' East parallel to the new center line of the Warren-Salem Road, 297.39 feet to a point, said point being North 76 deg. 49' 30" West, 89.74 feet from a railroad spike in the original center line of the Warren-Salem Road;

Thence North 76 deg. 49' 30" West, 86.01 feet to an Iron pin;



Thence on a curve to the right having a radius of 894.02 feet, an arc distance of 637.15 feet to an iron pin (chord bearing North 68 deg. 24' 30" West, 623.74 feet);

Thence North 35 deg. 59' 30" West, 935.68 feet to an iron pin;

Thence on a curve to the left having a radius of 744.02 feet, an arc distance of 722.97 feet to an iron pin (chord bearing North 63 deg. 49' 45" West, 694.87 feet);

Thence South 88 deg. 20' West, 245.07 feet to an iron pin;

Thence South 82 deg. 36' West, 265.00 feet to an iron pin;

Thence on a curve to the left having a radius of 746.27 feet, an arc distance of 488.00 feet to an iron pin (chord bearing South 63 deg. 52' West, 479.35 feet);

Thence South 88 deg. 20' West, 230.00 feet to an iron pin;

Thence South 72 deg. 48' 40" West, 373.68 feet to an iron pin;

Thence South 88 deg. 20' West, 1,475.00 feet to an iron pin;

Thence North 70 deg. 14' 45" West, 358.21 feet to an iron pin;

Thence on a curve to the left having a radius of 1,797.61 feet, an arc distance of 672.06 feet to an iron pin (chord bearing North 80 deg. 57' 22-1/2" West, 668.15 feet);

Thence South 88 deg. 20' West, 2,202.55 feet to a point in the center line of the Ellsworth-Bailey Road, said point being South 88 deg. 20' West, 30.00 feet from an iron pin in the Easterly line of said road;

Thence North 1 deg. 44' West along the center line of the Ellsworth-Bailey Road, 428.94 feet to the place of beginning, containing within said bounds 116.504 acres, be the same more or less but subject to all legal highways.

EXCEPTION PARCEL 11:

Situated in the Township of Lordstown, County of Trumbull and State of Ohio:

And known as being a part of Section 63, in the original Survey of said Township, being more fully bounded and described as follows:

Commencing at a point at the intersection of the existing centerline of Ellsworth Bailey Road with the existing centerline of Wilson East Road, said point being 20.28 feet right of centerline Station 86+06.14;

Thence South 1 deg. 45' 45" West along the existing centerline of Ellsworth Bailey Road, 428.94 feet to a point, said point being at the Grantor's Northwest property corner, said point also being 27.83 feet right of centerline Station 81+77.26, said point also being the true point of beginning of the parcel described herein;

Thence North 88 deg. 18' 15" East along the Grantor's Northerly property line, 57.00 feet to a point on the proposed Easterly right-of-way line of Ellsworth Bailey Road;

Thence South 2 deg. 4' 45" West along said proposed Easterly right-of-way line 178.42 feet to an angle point in said proposed right-of-way line;

Thence South 1 deg. 25' 30" East along said proposed Easterly right-of-way line of the Ellsworth Bailey Road, 1,364.24 feet to a point said point being on the Easterly right-of-way line of Ellsworth Bailey Road;

Thence South 88 deg. 20' 15" West along said right-of-way line, 50.00 feet to a point on the existing centerline of Ellsworth Bailey Road;

Thence North 0 deg. 44' 15" West along said existing centerline of Ellsworth Bailey Road and the existing Westerly property line of the Grantor, 734.47 feet to a point;



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Thence North 1 deg. 45' 45" West, continuing along the existing centerline of Ellsworth Bailey Road and the Grantor's Westerly property line, 827.86 feet to the place of beginning, and containing within said bounds 1.621 acres of land, more or less.

EXCEPTION PARCEL 12:

Situated in the Village of Lordstown, County of Trumbull and State of Ohio:

And known as being part of a 68.250 acre tract and a 33.149 acre tract as conveyed to General Motors Corporation by Instruments of record in Deed Book 646,647 at Page 540,54 of the Deed Records of Trumbull County, and being more fully described as follows:

Commencing at the intersection of the Trumbull/Mahoning County line with the centerline of the Ohio Turnpike:

Thence North 52 deg. 38' 15" West along the centerline of the Ohio Turnpike for a distance of 1,341.81 feet to a point on the line between Lot No. 7B and Lot No. 4;

Thence North 02 deg. 28' 00" West along the lot line for a distance of 162.81 feet to a point on the existing Northerly limited access right-of-way line, and the true place of beginning for the tract of land described herein;

Thence North 52 deg. 38' 15" West along the existing limited access right-of-way line for a distance of 691.98 feet to a point on the proposed limited access right-of-way line;

Thence North 46 deg. 50' 21" East along the proposed limited access right-of-way line for a distance of 130.92 feet to a point;

Thence North 65 deg. 03' 18" East and continuing along the proposed limited access right-of-way line for a distance of 511.09 feet to a point, and crossing the lot line at 488.61 feet;

Thence North 33 deg. 54' 49" East along the proposed limited access right-of-way line for a distance of 1,087.35 feet to a point;

Thence North 39 deg. 19' 31" West along the proposed limited access right-of-way line for a distance of 135.11 feet to a point;

Thence North 53 deg. 16' 34" West and continuing along the proposed limited access right-of-way line for a distance of 200.09 feet to a point;

Thence South 37 deg. 20' 45" West along said proposed limited access right-of-way line for a distance of 625.40 feet to a point;

Thence North 52 deg. 39' 15" West along the proposed limited access right-of-way line for a distance of 40.00 feet to a point on the existing right-of-way line of Hallock-Young Road;

Thence North 37 deg. 20' 45" East along the existing right-of-way line of Hallock-Young Road, and the proposed limited access right-of-way line for a distance of 844.98 feet to a point;

Thence South 53 deg. 16' 34" East and continuing along the proposed limited access right-of-way line for a distance of 237.70 feet to a point;

Thence South 41 deg. 39' 19" East, along said proposed limited access right-of-way line for a distance of 202.74 feet to a point;

Thence South 19 deg. 06' 27" East, and continuing along said proposed limited access right-of-way line for a distance of 190.80 feet to a point;

Thence South 02 deg. 44' 49" West along the proposed limited access right-of-way line for a distance of 190.80 feet to a point;

Thence South 23 deg. 47' 38" West along said proposed limited access right-of-way line for a distance of 176.85



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feet to a point;

Thence South 33 deg. 54' 49" West continuing along said proposed limited access right-of-way line for a distance of 674.77 feet to a point on the line between Lot No. 3 and Lot No. 4;

Thence South 87 deg. 58' 35" West along the lot line for a distance of 430.17 feet to a point on the line between Lot No. 4 and Lot No. 78;

Thence South 02 deg. 29' 00" East along line between Lot No. 4 and Lot No. 78 for a distance of 649.54 feet to the true place of beginning, and containing 16.473 acres of land, more or less, and being 4.534 acres, more or less out of Lot No. 78, and 11.939 acres, more or less out of Lot No. 3.

**GM Assembly Lordstown
2300 Hallock
Lordstown, Trumbull County, OH
LandAmerica File No. 100169**

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Montgomery County
Willits E. Blackshear Recorder

FY/S-3
23

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

~~National Corporate Research~~
41 State Street
Suite 600
Albany, NY 12207
me@ncc.com

RECORDED RETURN TO:
LANDAMERICA - NCS
1050 Wilshire Drive, Suite 310
Troy, MI 48064
Case No. 100675

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any NONE
Corporation Delaware

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
6701-619 -- OH - Montgomery County F#179024 A#277608

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> NONE		

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12d. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or all-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate.

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A**Parcel 1:**

Situata in the City of Moraine, County of Montgomery, and State of Ohio and being Lot Numbered Five Thousand Forty One (5041) of the consecutive number of lots on the revised plat of the said City of Moraine, Ohio.

Parcel 2:

Situata in the City of Moraine, County of Montgomery, and State of Ohio and being Lot Numbered Five Thousand Seventy One (5071) of the consecutive number of lots on the revised plat of the said City of Moraine, Ohio.

**GM Assembly Moraine
2601 W Stroop
Dayton, Montgomery County, OH
LandAmerica File No. 100673**

RECEIVED
MAR 19 2007
 Ruth Johnson Register of Deeds
 Oakland County, MI

73503
 LIBER 38960 PAGE 205
 \$13.00 MISC LOC REAL ESTATE
 \$.00
 04/04/2007 01:30:37 P.M. RECEIPT# 35323

PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 National Corporate Records
 41 State Street
 Suite 600
 Albany, NY 12207
 melissa@nationalcorp.com

WHEN RECORDED RETURN TO:
 LANDAMERICA - NCS
 1050 Wilshire Drive, Suite 310
 Troy, MI 48064
 Phone No. 0581016

0700819
 LIBER PAGE,
 \$15.00 FINANCING STATEMENT
 \$.00
 04/04/2007 01:30:35 P.M. RECEIPT# 35323
 PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Corporation Delaware 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR E/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

O.K. - KB

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) in the PUBLIC RECORDS. This FINANCING STATEMENT is to be filed (for record) in the PUBLIC RECORDS AND THE UCC FILING OFFICE. This FINANCING STATEMENT is to be filed (for record) in the UCC FILING OFFICE ONLY. REQUEST SEARCH REPORT (S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA F#179038 A#277622

6701-619 -- MI - Oakland County

RECEIVED
APR 4 2007
 Ruth Johnson Register of Deeds
 Oakland County, MI

RETURN TO FINANCE DEPT.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

10. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	10. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
					<input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate.

SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.Debtor is a TRUST or Trustee acting with respect to property held in trust or Decedent's Estate18. Check only if applicable and check only one box. Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

* Northeast

EXHIBIT A

Land situated in the Township of Orion, County of Oakland, State of Michigan described as:

Parcel 1

Part of Section 34 and also a part of the Northwest 1/4 of Section 35, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, and described as: Beginning at the Northeast corner of Section 34; thence North 89 degrees 58 minutes 06 seconds East, 27.10 feet along the North line of Section 35; thence South 0 degrees 39 minutes 24 seconds West, 2636.98 feet; thence North 89 degrees 36 minutes 33 seconds West, 1.00 foot to the East 1/4 corner of Section 34; thence South 00 degrees 05 minutes 42 seconds West, 2585.69 feet to the Southeast corner of Section 34; thence South 89 degrees 37 minutes 48 seconds West, 2724.09 feet along the South line of Section 34 to the South 1/4 corner of Section 34; thence South 89 degrees 49 minutes 54 seconds West, 1340.83 feet along the South line of Section 34; thence North 0 degrees 24 minutes 56 seconds West, 5245.11 feet to a point in the North line of Section 34; thence South 89 degrees 53 minutes 37 seconds East, 1341.12 feet along the North line of Section 34 to the North 1/4 corner of Section 34; thence North 89 degrees 58 minutes 06 seconds East, 2770.95 feet along the North line of Section 34 to the Northeast corner of Section 34 and the point of beginning; EXCEPTING therefrom the following described property: Part of the ~~Southeast~~ 1/4 of Section 34, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan described as: Beginning at the North 1/4 corner of Section 34; thence North 89 degrees 58 minutes 06 seconds East, 1475.90 feet along the North line of Section 34; thence South 00 degrees 32 minutes 06 seconds West, 889.91 feet; thence South 89 degrees 58 minutes 06 seconds West, 1461.18 feet to a point on the North and South 1/4 line of Section 34; thence North 00 degrees 24 minutes 47 seconds West, 889.89 feet along the North and South 1/4 line of Section 34 to the point of beginning and North 1/4 corner of Section 34.

Parcel II

Part of the ~~Southeast~~ 1/4 of Section 34, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan described as: Beginning at the North 1/4 corner of Section 34; thence North 89 degrees 58 minutes 06 seconds East, 1475.90 feet along the North line of Section 34; thence South 00 degrees 32 minutes 06 seconds West, 889.91 feet; thence South 89 degrees 58 minutes 06 seconds West, 1461.18 feet to a point on the North and South 1/4 line of Section 34; thence North 00 degrees 24 minutes 47 seconds West, 889.89 feet

pt. 09-34-200-006 N 1/2 Sec 34
09-34-400-010 NW 1/4 Sec 35
S 1/2 Sec 34

(Continued)

along the North and South 1/4 line of Section 34 to the point of beginning and North 1/4 corner of Section 34.

EXCEPT that part deeded to Oakland County for road purposes as recited in Liber 8059, Page 280 described as: Part of Section 34 and also part of the Northwest 1/4 of Section 35, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as beginning at the Northeast corner of Section 34; thence North 89 degrees 58 minutes 06 seconds East, 27.10 feet along the North line of Section 35; thence South 00 degrees 39 minutes 24 seconds West, 80.01 feet; thence South 89 degrees 58 minutes 06 seconds West, 2938.22 feet; thence South 87 degrees 06 minutes 26 seconds West, 240.60 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 758.51 feet and a long chord which bears South 44 degrees 52 minutes 34 seconds West, 899.98 feet; thence Southwesterly 962.21 feet along said curve; thence South 02 degrees 38 minutes 42 seconds West, 240.60 feet; thence South 00 degrees 12 minutes 53 seconds East, 3079.40 feet; thence South 01 degree 47 minutes 51 seconds East, 922.47 feet; thence South 45 degrees 10 minutes 06 seconds East, 250.43 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 740.00 feet and a long chord which bears South 84 degrees 41 minutes 46 seconds East, 141.14 feet; thence Easterly 141.36 feet along said curve; thence North 89 degrees 49 minutes 54 seconds East, 705.49 feet; thence North 89 degrees 37 minutes 48 seconds East, 2724.62 feet; thence South 00 degrees 06 minutes 42 seconds West, 80.00 feet to the Southeast corner of Section 34; thence South 89 degrees 37 minutes 46 seconds West, 2724.09 feet along the South line of Section 34 to the South 1/4 corner of Section 34; thence South 89 degrees 49 minutes 54 seconds West, 1340.83 feet along the South line of Section 34; thence North 00 degrees 24 minutes 56 seconds West, 352.04 feet; thence North 29 degrees 18 minutes 23 seconds East, 178.07 feet; thence North 18 degrees 37 minutes 39 seconds East, 179.55 feet; thence North 06 degrees 26 minutes 41 seconds East, 240.44 feet; thence North 00 degrees 12 minutes 58 seconds West, 3522.94 feet; thence North 08 degrees 06 minutes 10 seconds East, 92.66 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 878.51 feet and a long chord which bears North 26 degrees 40 minutes 03 seconds East, 546.82 feet; thence Northeasterly 556.06 feet along said curve; thence North 41 degrees 17 minutes 00 seconds West, 21.29 feet to the beginning of a curve concave to the Southwest having a radius of 438.22 feet and a long chord which bears North 55 degrees 35 minutes 19 seconds West, 360.74 feet; thence Northwesterly 371.79 feet along said curve; thence North 89 degrees 53 minutes 37 seconds West, 109.21 feet; thence North 00 degrees 24 minutes 56 seconds West, 60.00 feet to a point on the North line

(Continued)

of Section 34; thence South 89 degrees 53 minutes 37 seconds East, 1341.12 feet along the North line of Section 34 to the North 1/4 corner of Section 34; thence North 89 degrees 58 minutes 06 seconds East, 2770.94 feet along the North line of Section 34 to the Northeast corner of Section 34 and the point of beginning.

**GM Assembly Orion
4555 Giddings Rd
Lake Orion, Oakland County, MI
LandAmerica File No. 098616**

RECEIVED
MAR 19 2007
 Ruth Johnson Register of Deeds
 Oakland County, MI

73502
 LIBER 38960 PAGE 202
 \$9.00 MISC UCC REAL ESTATE
 \$1.00
 04/04/2007 01:30:31 P.M. RECEIPT# 35323

PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RECORDED RETURN TO:
 LANDAMERICA - NCS
 1050 Wilshire Drive, Suite 310
 Troy, MI 48064
 Case No. 098111

1050 Wilshire Drive, Suite 310
 Troy, MI 48064
 Case No. 098111
 melissa@nationalcorp.com

0700813
 LIBER PAGE
 \$15.00 FINANCING STATEMENT
 \$1.00
 04/04/2007 01:30:29 P.M. RECEIPT# 35323
 PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

THE ABOVE SPACES ARE THE PROPERTY OF THE REGISTER OF DEEDS

stat

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
 Corporation Delaware 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

9/3/07

O.K. - A.N.

*15-
Jan 10/1*

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AC. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional). All Debtors Debtor 1 Debtor 2 ADDITIONAL FEE: \$100.00

8. OPTIONAL FILER REFERENCE DATA
 6701-619 - MI - Oakland County F#179045 A#277629

RECEIVED
APR 19 2007
 Ruth Johnson Register of Deeds
 Oakland County, MI

RETURN TO FINANC DEPT

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY.

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME/SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a nature filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

15. Additional collateral description

17. Check only if applicable and check only one box.Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC-1Ad) (REV. 05/22/02)

EXHIBIT A

Part of Lots 5, 6, and 7, all of Lot 8, part of Lot 9, and all of Lot 10, of ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, also part of the East 1/2 of Section 3, Town 2 North, Range 10 East, being more particularly described as: Beginning at a point distant South 00 degrees 36 minutes 21 seconds West, 1215.50 feet from the Northeast section corner; thence South 00 degrees 36 minutes 21 seconds West, 2059.81 feet to the East 1/4 corner; thence South 00 degrees 24 minutes 47 seconds East, 880.96 feet; thence South 89 degrees 35 minutes 13 seconds West, 95 feet; thence along a curve to the left, radius 215 feet, chord bears South 61 degrees 29 minutes 01 seconds West, 202.56 feet, distance of 210.91 feet; thence along a curve to the right, radius 225 feet, chord bears South 62 degrees 11 minutes 13 seconds West, 216.83 feet, distance of 226.24 feet; thence North 89 degrees 00 minutes 24 seconds West, 1422.62 feet; thence North 45 degrees 10 minutes 30 seconds West, 432.91 feet; thence along a curve to the right, radius 400 feet, chord bears North 07 degrees 58 minutes 11 seconds West, 483.74 feet, distance of 519.48 feet; thence North 29 degrees 14 minutes 08 seconds East, 299.59 feet; thence along a curve to the left, radius 750 feet, chord bears North 15 degrees 19 minutes 08 seconds East, 360.76 feet, distance of 364.33 feet; thence North 01 degrees 24 minutes 09 seconds East, 632.31 feet; thence along a curve to the left, radius 750 feet, chord bears North 14 degrees 17 minutes 32 seconds West, 405.77 feet, distance of 410.89 feet; thence North 29 degrees 59 minutes 13 seconds West, 24.18 feet; thence North 01 degrees 32 minutes 01 seconds East, 299.48 feet; thence North 87 degrees 51 minutes 44 seconds West, 61.57 feet; thence North 02 degrees 32 minutes 55 seconds East, 124.59 feet; thence South 87 degrees 25 minutes 59 seconds East, 287.26 feet; thence North 00 degrees 11 minutes 13 seconds East, 616.94 feet; thence along a curve to the left, radius 450 feet, chord bears North 47 degrees 58 minutes 00 seconds East, 65.95 feet, distance of 66 feet; thence North 44 degrees 34 minutes 41 seconds East, 56.60 feet; thence along a curve to the right, radius 357 feet, chord bears North 67 degrees 36 minutes 06 seconds East, 279.25 feet, distance of 286.91 feet; thence South 89 degrees 22 minutes 30 seconds East, 723.10 feet; thence South 85 degrees 22 minutes 15 seconds East, 200.49 feet; thence along a curve to the right, radius 190 feet, chord bears South 51 degrees 09 minutes 50 seconds East, 235.05 feet, distance of 253.43 feet; thence South 12 degrees 57 minutes 10 seconds East, 184.05 feet; thence along a curve to the left, radius 250 feet, chord bears South 51 degrees 10 minutes 24 seconds East, 309.35 feet, distance of 333.54 feet; thence South 89 degrees 23 minutes 39 seconds East, 155.72 feet to the place of beginning, EXCEPT that part taken for Opdyke Road.

19-03-200-019

GM Assembly Pontiac East
2100 S Opdyke Rd
Pontiac, Oakland County, MI
LandAmerica File No. 098611

20070321-0026172
 Pages: 5 F: \$27.00
 03/21/07 08:16:04 AM
 T20070018994
 Michael E. Kozikowski
 New Castle Recorder UCC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

~~National Corporate Services~~ RECORDED RETURN TO:
 41 State Street LANDAMERICA - NCS
 Suite 600 1050 Wihare Drive, Suite 310
 Albany, NY 12207 Troy, MI 48064
 Case No. 10026172
 gmf@nscs@nationalcorp.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 SATURN CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SUBINSTRUCTIONS ADDL INFO RE ORG TYPE OF ORG JURISDICTION OF ORG ORGANIZATIONAL ID #, if any

1d. TYPE OF ORGANIZATION Corporation 1d. JURISDICTION OF ORGANIZATION Delaware 1d. ORGANIZATIONAL ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SUBINSTRUCTIONS ADDL INFO RE ORG TYPE OF ORG JURISDICTION OF ORG ORGANIZATIONAL ID #, if any

2d. TYPE OF ORGANIZATION 2d. JURISDICTION OF ORGANIZATION 2d. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR OF) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:
 ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED
 HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable) | SERIAL PREFIX | CONSUMER FINDER | DAN FID # | SELLER BUYER | AC. LIEN | NON-ACCPILING

6. THIS FINANCING STATEMENT is to be filed for record (if recorded in the REAL ESTATE RECORDS) | 7. Check to require RESEARCH REPORTS on (Company) | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 6701-619 -- DE - New Castle County F#179027 A#277611

3

UCC FINANCING STATEMENT ADDENDUM

PLEASE FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME SATURN CORPORATION		
OR	1b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME (SUFFIX)

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE'S USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (based only on name (11a or 11b) - do not abbreviate or simplify name)

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
11d. JURISDICTION		11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'S NAME (based only on name (12a or 12b))

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE

13. THIS FINANCING STATEMENT covers tangible to be cut or non-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**SATURN CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is a Trust, or Trustee acting with reference to property held in trust, or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMISSION UTILITY
- Filed in connection with a Manufactured-Home Transaction -- effective 30 years
- Filed in connection with a Public-Utility Transaction -- effective 30 years

EXHIBIT A

THIS INDENTURE, made this 13th day of August 1945, between THE REAL ESTATE AND IMPROVEMENT COMPANY OF BALTIMORE CITY, a corporation of the State of Maryland, hereinafter called Grantor, and General Motors Corporation, a corporation of the State of Delaware, hereinafter called Grantee,

WITNESSETH: That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00), the receipt whereof, before the execution and delivery of this deed is hereby acknowledged, does hereby grant, bargain, sell, alien, enfeoffed, release, convey and confirm unto the Grantee, its successors and assigns, with covenant of general warranty, all that certain parcel of land, situate in Christiana Hundred, New Castle County, State of Delaware, bounded and described as follows, to-wit:

BEGINNING at a point in the center line of Little Mill Creek in the westerly boundary line of land conveyed from Michalina Paruszevski to Branwyn Company by deed dated February 13, 1945, recorded in the office of the Recorder of Deeds for New Castle County, Delaware, in Deed Record X, Volume 44, page 181, said boundary line being also the line dividing the lands formerly of John and Martha A. Richardson from lands formerly of Thomas D. Lyman, said point of beginning being 173.0 feet measured in a southerly direction from, and at right angles to, the center line of the west bound main track of The Baltimore and Ohio Railroad; thence with the boundary lines of the land conveyed by Michalina Paruszevski to Branwyn Company, as aforesaid the following four (4) courses: (1) in a southerly direction with the center line of said Little Mill Creek 49 feet, more or less, (2) S. $20^{\circ} 19' 30''$ W. 32.5 feet, more or less, to an iron pipe, (3) continuing on same bearing, S. $20^{\circ} 19' 30''$ W. 1049.47 feet to a stone and (4) N. $80^{\circ} 57' 20''$ W. 696.97 feet to the westerly side of Dodson Road (30 feet wide); thence with said westerly side of Dodson Road S. $8^{\circ} 17' 40''$ W. 1539.03 feet to the northerly side of Boxwood Road (60 feet wide); thence with said northerly side of Boxwood Road the following five (5) courses: (1) N. $80^{\circ} 35' 20''$ W. 211.64 feet, (2) N. $80^{\circ} 48' 20''$ W. 796.42 feet, (3) by a curve to the left with a radius of 3304.17 feet

a distance of 256.42 feet, the chord of which curve bears N. 83° 17' 20" W. a distance of 286.33 feet, (4) N. 85° 46' 20" W. 1019.48 feet and (5) N. 86° 51' 20" W. 42.65 feet to the easterly side of the Centerville-Krebs Road (33 feet wide); thence with said easterly side of the Centerville-Krebs Road the following two (2) courses: (1) N. 7° 08' 20" W. 668.07 feet and (2) N. 7° 49' W. 382.50 feet to the southerly side of South Street (30 feet wide) which is the dividing line between the lands shown on the plan of "Homestead", as recorded in the Office of the Recorder of Deeds for New Castle County, Delaware, in Deed Record T, Volume 28, page 601, and land as conveyed from J. A. Thompson et ux, to Branwyn Company, by deed dated February 1, 1945, recorded in the Office of the Recorder of Deeds for New Castle County, aforesaid, in Deed Record T, Volume 44, page 516; thence with said southerly side of South Street N. 79° 01' E. 644.10 feet to a point in the easterly side of Border Street (30 feet wide), said point being also a corner common to the lands shown on the aforesaid plan of "Homestead", land conveyed to Branwyn Company by J. A. Thompson, et ux, as aforesaid, and land conveyed from the Jewish Welfare Society (also known as a Hebrew Charity Association) to Branwyn Company by deed dated February 2, 1945, recorded in the Office of the Recorder of Deeds for New Castle County aforesaid, in Deed Record W, Volume 44, page 279; thence with said easterly side of Border Street, which is also the dividing line between said lands shown on the aforesaid plan of "Homestead" and land conveyed by the Jewish Welfare Society to Branwyn Company, the following two (2) courses: (1) N. 5° 51' W. 396.0 feet and (2) N. 8° 16' W. 72.23 feet to a point 254.0 feet measured in a southerly direction from and at right angles to the aforesaid center line of the West bound main track of The Baltimore and Ohio Railroad at Valuation Station 1596 plus 40.6; thence parallel to and 197.0 feet measured at right angles in a southerly direction from the present southerly right of way line of The Baltimore and Ohio Railroad and also parallel to and 254.0 feet measured at right angles in a southerly direction from said center line of west bound main track of The Baltimore and Ohio Railroad N. 81° 13' E. 1710.59 feet; thence N. 66° 55' E. 327.94 feet to a point 173.0 feet measured in a southerly direction from and at right angles to the aforesaid center line of the west bound main track of The Baltimore and Ohio Railroad at Valuation Station 1596 plus

001

12.2; thence parallel to and 116.0 feet measured at right angles in a southerly direction from the aforesaid present southerly right of way line of The Baltimore and Ohio Railroad and also parallel to and 173.0 feet measured at right angles in a southerly direction from said center line of west bound main track of The Baltimore and Ohio Railroad N. 81° 13' E. 1200.14 feet to the point of beginning, containing 120.25 acres of land, more or less.

TOGETHER WITH all and singular the rights, privileges and appurtenances thereto belonging or appertaining.

SUBJECT to an easement for the right to construct and maintain a sewer as set forth in deed dated July 12, 1935, from John Paruzewski et ux, to State of Delaware for use of New Castle County, as recorded in Deed Record N, Volume 39, page 422, in the Office of the Recorder of Deeds for New Castle County, Delaware, and also

SUBJECT to twenty-foot easement for roadway purposes, as referred to in conveyance from William T. Lyness, et ux, to John and Michalina Paruzewski, by deed dated October 22, 1914, recorded in the Office of the Recorder of Deeds for New Castle County, Delaware, in Deed Record G, Volume 25, page 310.

TO HAVE AND TO HOLD the said above described parcel of land, hereby granted or mentioned or intended so to be, unto the Grantee, its successors and assigns, forever, the Grantor hereby covenanting with the Grantee that it will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, THE REAL ESTATE AND IMPROVEMENT COMPANY OF BALTIMORE CITY has caused this indenture to be signed by its Vice President and its corporate seal to be hereto affixed and attested by its Secretary, the day and year first above written.

GM Assembly Saturn Wilmington
801 Boxwood Rd
Wilmington, New Castle County, DE
LandAmerica File No. 100684

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

~~National Corporate Receivables~~
 41 State Street
 Suite 600
 Albany, NY 12207
 melissa@nationalcorp.com

RECORDED RETURN TO:
 LANDAMERICA - NCS
 1050 Wilshire Drive, Suite 310
 Troy, MI 48064
 Case No. 1006288

Gary Loftin
 Caddo Parish Clerk of Court
09-1072021
 02/16/2007 11:58 AM

Gary Loftin
 Caddo Parish Clerk of Court
2081439
 02/16/2007 11:59 AM

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 GENERAL MOTORS CORPORATION

OR **1b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS **ADD'L INFO RE ORGANIZATION DEBTOR** **1e. TYPE OF ORGANIZATION** Corporation **1f. JURISDICTION OF ORGANIZATION** Delaware **1g. ORGANIZATIONAL ID #, if any** 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR **2b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS **ADD'L INFO RE ORGANIZATION DEBTOR** **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL ID #, if any** NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR **3b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. (X) This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. **7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE)** All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA F# 179031 A# 277615
 6701-619 -- LA - Caddo Parish

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

EXHIBIT A

A tract of land containing 264.47 acres, more or less, located in Sections 28, 29, 32 and 33, Township 17 North, Range 15 West, Caddo Parish, Louisiana, being more particularly described as follows:

Commence at the corner of Sections 27, 28, 33, and 34, Township 17 North, Range 15 West, and proceed South $01^{\circ} 13' 32''$ West along the section line common to Sections 33 and 34 a distance of 2,633.62 feet to a point; run thence North $88^{\circ} 50' 05''$ West a distance of 106.75 feet to a point on the westerly right-of-way of the Industrial Loop Expressway; proceed North $88^{\circ} 50' 05''$ West along the southerly boundary of the Southwestern Electric Power Company 170 foot easement a distance of 3,342.45 feet (2,267.50, 900.83, 174.12) to a point; run thence North $01^{\circ} 24' 37''$ East a distance of 499.80 feet to a point on the northerly right-of-way of the proposed South Park Road and the point of beginning of the tract herein described; from the point of beginning proceed North $88^{\circ} 35' 23''$ West along the northerly boundary of the Proposed South Park Road a distance of 4,000.00 feet (1,805.16', 2,194.84') to a point and corner; run thence North $01^{\circ} 24' 37''$ East along the easterly right-of-way of the proposed West Park Road a distance of 5,737.20 feet to a point and corner; run thence South $64^{\circ} 33' 10''$ East a distance of 2,295.51 feet and corner; run thence South $56^{\circ} 25' 23''$ East a distance of 2,248.72 feet to a point and corner; run thence South $01^{\circ} 24' 37''$ West a distance of 3,605.00 feet to the point of beginning of the tract herein described, less and except the following described tract, to wit:

A tract of land located in Sections 28 and 33, Township 17 North, Range 15 West, Caddo Parish, Louisiana, being more particularly described as follows:

Commence at the common corner of Sections 20, 21, 28 and 29, Township 17 North, Range 15 West, and proceed South $01^{\circ} 25' 39''$ West along the section line common to Sections 28 and 29 a distance of 2,664.95 feet to the point of beginning of the tract herein described; from the point of beginning proceed South $56^{\circ} 25' 23''$ East a distance of 2,130.81 feet to a point and corner; run thence South $01^{\circ} 24' 37''$ West a distance of 3,605.00 feet to a point on the northerly right-of-way of the proposed South Park Road and corner; run thence North $88^{\circ} 35' 23''$ West along the northerly boundary of the Proposed South Park Road a distance of 1,805.16 feet to a point on the section line common to sections 32 and 33, Township 17 North, Range 15 West, and corner; run thence North $01^{\circ} 25' 39''$ East along the section line common to Sections 32, 33, 28 and 29 a distance of 4,739.41 feet to the point of beginning.

**GM Assembly Shreveport
7600 General
Shreveport, Caddo County, LA
LandAmerica File No. 100688**

Location Address:
7600 GENERAL MOTORS
BLVD

Owner's Name and Address
GENERAL MOTORS CORPORATION MAIL CODE 482-
C15-C48
P.O.BOX 9024
DETROIT, MICHIGAN 48202-9024

Improvement Type: C
Town Tax Code: 001 Geog Nbr: 17152800002800
Book Recorded 01643 Date Recorded 1978-02-16
Page Recorded 00132
Today's Date: 2006-11-17 Last Updated: 2006-04-06

Homestead

Street:
Zip Code:
Last Name: Initials:

YR1: Balance:
YR2: Bal Code1:
YR3: Bal Code2:
Bal Code3:
Literal: NO HOMESTEAD Bal Code4:
Temporary Code: Bal Code5:

Last History Information

Assessment Description

437.31 ACS. -M/L- A TRACT OF LAND IN SECS. 28,29, 32
& 33, PER ASSRS COUNTRY PLAT 171528-0-28

Tax Districts

LVD: HOSP:
CWD1: WD4SD5:
SD2: FOREST: 0
WD7: SD7:
WD8: DDD:
FIRE: 03 0 DD3: 0

Land Classes

Class	No. Lot/Acrea
12	2.00
13	15.00
18	420.31

addoassessor.org/cgi-bin/pro_search.pl?action=details&geogno=171528000... 11/17/2006

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> NONE		

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

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**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

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18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

Parcel 1:

Lots 833, 844, 883 and 894 except the Northerly 9 feet thereof, also except the East 7 feet of Lot 833, Home Acres No. 2, City of Wyoming, Kent County, Michigan, as recorded in Liber 30 of Plats, Page 13;

Also, Lots 834 and 835 EXCEPT the East 7 feet thereof and all of Lots 842, 843, 884, 885, 892, 893 and 922, Home Acres No. 2, City of Wyoming, Kent County, Michigan, as recorded in Liber 30 of Plats, Page 13;

Also, Lot 838, Home Acres No. 2, EXCEPT that part lying South of a line described as: Commencing at the South 1/4 corner of Section 13, T6N, R12W, City of Wyoming, Kent County, Michigan; thence S 88 degrees 04 minutes 34 seconds East 1013.0 feet along the South line of said Section to a point of intersection with the West line of Lot 841 Home Acres No.2, extended Southerly to said Section line; thence N 0 degrees 45 minutes 26 seconds West 50.05 feet to a point that is 50.00 feet North (perpendicular measurement) from the South line of said Section 13 and the True Place of Beginning of said line; thence S 88 degrees 04 minutes 34 seconds East 272.99 feet parallel with the South line of said Section 13 to the present West right of way line of Buchanan Avenue (being 40.00 feet West perpendicular measurement from the center line of said Avenue), and the place of ending of said line.

Also, Lots 886, 887, 888, 889, 890, 891 and 923 Home Acres No. 2, EXCEPT that part lying South of a line described as: Commencing at the South 1/4 corner of Section 13, T6N, R12W, City of Wyoming, Kent County, Michigan; thence S 88 degrees 04 minutes 34 seconds East 100.65 feet along the South line of said Section to a point of intersection with the West line of said Lot 923 extended Southerly to said Section line; thence N 0 degrees 38 minutes 26 seconds West 50.05 feet to a point 50.00 feet North (perpendicular measurement) from the South line of said Section 13, and the True Place of Beginning of said line; thence S 88 degrees 04 minutes 34 seconds East 852.18 feet parallel with the South line of said Section to the East line of said Lot 886 and the place of ending of said Line.

Also, that part of Hillcroft Avenue in Home Acres No. 2, described as follows: Commencing at the Southeast corner of Lot 923 of said plat; thence East 60 feet to the Southwest corner of Lot 891 of said plat; thence North 249 feet to a point on the West line of Lot 894 of said plat; thence West 60 feet to a point on the East line of Lot 922 of said plat at a point 249 feet North of the place of beginning; thence South 249 feet to the place of beginning.

And Also, that part of Birchwood Avenue in Home Acres No. 2, described as follows: Commencing at the Southeast corner of Lot 885 of said plat; thence East 60 feet to the Southwest corner of Lot 842 of said plat; thence North 122 feet to a point on the West line of Lot 844 of said plat; thence West 60 feet to the East line of Lot 883 of said plat at a point 122 feet North of the place of beginning; thence South 122 feet to the place of beginning.

Parcel 2:

Lot 841, Home Acres No. 2, Section 13, City of Wyoming, Kent County,

Michigan, as recorded in Liber 30 of Plats, Page 13 together with the East 1/2 of vacated Birchwood Avenue adjacent thereto on the West. EXCEPT therefrom that part lying South of a line described as: Commencing at the South 1/4 corner of Section 13, T6N, R12W, City of Wyoming, Kent County, Michigan; thence S 88 degrees 04 minutes 34 seconds East 983 feet along the South line of said Section 13; thence N 0 degrees 45 minutes 26 seconds West 50.05 feet to a point 50.00 feet North (perpendicular measurement) from the South line of said Section 13 and the True Place of Beginning of said Line; thence S 88 degrees 04 minutes 34 seconds East 76.66 feet parallel with the South line of said Section 13 to the East line of said Lot 841 and the place of ending of said line.

Parcel 3:

That part of McQueen-Doyle Park No. 1, Wyoming Township, Kent County, Michigan, (now situated in the City of Wyoming), as recorded in Liber 30 of Plats, Page 10, described as: Commencing at a point on the North line of said plat 82.64 feet S 87 degrees 49 minutes 30 seconds East from the Northwest corner of said plat; thence S 87 degrees 49 minutes 30 seconds East 150.0 feet along the North line of said plat, to the East line of Lot 152 of said plat extended North; thence S 0 degrees 02 minutes 30 seconds East 165.15 feet along the East line of said Lot 152 to the Southeast corner of said Lot; thence N 87 degrees 49 minutes 30 seconds West 50 feet along the South line of Lot 152 to the Southwest corner of said Lot; thence S 0 degrees 02 minutes 30 seconds East 30.0 feet along the East line of Lot 146 of said plat; thence S 26 degrees 27 minutes 40 seconds West 111.96 feet to the Southwest corner of said Lot 146; thence S 0 degrees 02 minutes 30 seconds East 16.51 feet to the center line of Floyd Street (33 feet wide); thence N 87 degrees 49 minutes 30 seconds West 132.0 feet to the West line of McQueen-Doyle Park No. 1; thence N 0 degrees 09 minutes 30 seconds West 148.63 feet along the West line of said plat; thence S 87 degrees 49 minutes 30 seconds East 82.29 feet along the North line of Lot 148 of said plat and its Westerly extension to the Northeast corner of said Lot 148; thence N 0 degrees 02 minutes 30 seconds West 165.15 feet along the West line of Lot 150 and its Northerly extension to the place of beginning.

Also, Lot 149 of McQueen-Doyle Park No. 1 and that part of Lots 145, 153, 154 and 155 of McQueen-Doyle Park No. 1 which lies Westerly of a line which is 33 feet West of the centerline of relocated Stafford Avenue as constructed and that part of Lot 146 McQueen-Doyle Park No. 1 lying Westerly of a line which is 33 feet West of the centerline of relocated Stafford Avenue as constructed and which lies Easterly of a line described as follows: Commencing at the Southwest corner of said Lot 146; thence Northeasterly to the East line of said Lot at a point 30 feet South of the Northeast corner of said Lot.

Also, that part of vacated 40th Street lying West of relocated 40th Street and Stafford Avenue.

Also, the West 1/2 of the Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, EXCEPT the Conrail Railroad right of way, also excepting a strip of land 40 feet in the width lying West of and adjoining to the centerline of Buchanan Avenue for highway purposes.

Also, Except that part of the West 1/2 of the Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the point of intersection of the South line of said West 1/2 of the Northeast 1/4 with the West line of Buchanan Avenue (being 40 feet distant Westerly from the centerline of Buchanan Avenue) said point being 75.28 feet N 87 degrees 49 minutes 30 seconds West from the Southeast corner of said West 1/2 of the Northeast 1/4; thence N 87 degrees 49 minutes 30 seconds West 828.27 feet along the South line of said West 1/2, of the Northeast 1/4; thence N 47 degrees 10 minutes 30 seconds E 46.67 feet to a point 33 feet distant North from the South line of the West 1/2 of the Northeast 1/4; thence S 87 degrees 49 minutes 30 seconds E 695.3 feet; thence Northeasterly 125.8 feet along a 101.8 foot radius curve to the left (the chord of which bears 117.95 feet N 56 degrees 46 minutes 24 seconds East) to said West line of Buchanan Avenue; thence South 101.4 feet along the West line of Buchanan Avenue to the place of beginning.

Also, Except that part of the West 1/2 Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northeast corner of the West 1/2 Northeast 1/4 of said Section; thence South 33.03 feet along the East line of said West 1/2 Northeast 1/4; thence N 87 degrees 22 minutes West 40.04 feet parallel with the North line of said Section to the Place of Beginning of this description; thence N 87 degrees 22 minutes West 10.0 feet along the South line of 36th Street; thence S 43 degrees 41 minutes East 14.46 feet to a point on the West line of Buchanan Avenue which is 10.0 feet South from the Place of Beginning; thence North 10.0 feet to the Place of Beginning.

And further Excepting, all that part of the West 1/2 of the Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 24; thence S 88 degrees 04 minutes 34 seconds East 36.85 feet along the North line of said Section to a point of intersection with the East line of the CONRAIL (formerly Pennsylvania R.R. and Penn Central R.R.) right-of-way extended Northerly to said Section line; thence S 0 degrees 32 minutes 11 seconds West 33.03 feet along said Northerly extended railroad right-of-way line to a point which is 33.00 feet South (perpendicular measurement) from the North line of said Section for The Place of Beginning of this description; Thence S 88 degrees 04 minutes 34 seconds East 1239.0 feet parallel with the North line of said Section to a point which is 50.04 feet N 88 degrees 04 minutes 34 seconds West (formerly described as N 87 degrees 22 minutes West) from the East line of the West 1/2 Northeast 1/4 of said Section 24; thence S 44 degrees 23 minutes 58 seconds East 14.47 feet (formerly described as S 43 degrees 41 minutes East 14.46 feet) to the Westerly right-of-way line of Buchanan Avenue (being 40.00 feet perpendicular measurement West from the center line of said Avenue) at a point which is 43.00 feet South perpendicular measurement from the North line of said Section 24; thence S 0 degrees 43 minutes 22 seconds East 37.02 feet along said Westerly right-of-way line of Buchanan Avenue, N 44 degrees 23 minutes 58 seconds West 43.39 feet to a point which is 50.00 feet South (perpendicular measurement) from the North line of said Section 24; thence N 88 degrees 04 minutes 34 seconds West 1219.05 feet parallel with the North line of said Section to the East line of CONRAIL railroad right-of-way; thence N 0 degrees 32 minutes 11 seconds East 17.02 feet along said railroad right-of-way line to the Place of

Beginning.

Also together with that part of vacated Buchanan Avenue described as, that part of the West 1/2, Northeast 1/4, Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NE corner of said Section 24; thence N 88 degrees 04 minutes 34 seconds West 1323 feet along the North line of said Section 24 to the center line of Buchanan Avenue (South) and also being the so called Northeast corner of said West 1/2, Northeast 1/4; thence S 0 degrees 43 minutes 22 seconds East 512.88 feet along said center line of Buchanan Avenue; thence Southerly 599.97 feet along said center line on a 22,727.58 foot radius curve to the left, the long chord of which bears S 0 degrees 02 minutes 00 seconds West 599.95 feet; thence S 0 degrees 47 minutes 23 seconds West 328.37 feet along said center line; thence N 89 degrees 12 minutes 37 seconds West 40 feet to the West right of way line of Buchanan Avenue to the Place of Beginning of this description; thence S 0 degrees 47 minutes 23 seconds West 272.03 feet along the West right of way line of said Avenue; thence Southerly 206.78 feet along said West right of way line on a 29,932.44 foot radius curve to the left, the long chord of which bears S 0 degrees 35 minutes 31 seconds West 206.78 feet; thence S 89 degrees 58 minutes 46 seconds East 5.71 feet; thence N 0 degrees 01 minutes 14 seconds East 478.78 feet to the Place of Beginning.

**GM MFD Grand Rapids
300 36th Street
Wyoming, Kent County, MI
LandAmerica File No. 095380**

5/10/3



20070320-0029106

Mary Hollinrake P:1/5 4:12PM
Kent Cnty MI Regstr 03/20/2007 SEAL

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

~~National Corporate~~ **RECORDED RETURN TO:**
 LANDAMERICA - NCS
 41 State Street 1050 Wilshire Drive, Suite 310
 Suite 600 Troy, MI 48064
 Albany NY 12207 Case No. 095380
 melissa@nationalcorp.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any NONE
Corporation Delaware 0056825

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR OR B/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

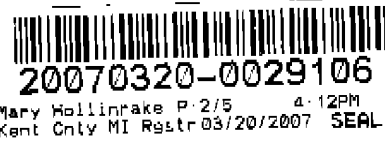
THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
6701-619 -- MI - Kent County F#179040 A#277624

REGD MAR 26 2007



UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

B. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or oil-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

GENERAL MOTORS CORPORATION
 300 RENAISSANCE CENTER
 DETROIT, MI 48265-3000

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years



20070320-0029106

Mary Hollinrake P:3/5 4:12PM
Kent Cnty MI Restr 03/20/2007 SEAL**EXHIBIT A**

Parcel 1:

Lots 833, 844, 883 and 894 except the Northerly 9 feet thereof, also except the East 7 feet of Lot 833, Home Acres No. 2, City of Wyoming, Kent County, Michigan, as recorded in Liber 30 of Plats, Page 13;

Also, Lots 834 and 835 EXCEPT the East 7 feet thereof and all of Lots 842, 843, 884, 885, 892, 893 and 922, Home Acres No. 2, City of Wyoming, Kent County, Michigan, as recorded in Liber 30 of Plats, Page 13;

Also, Lot 838, Home Acres No. 2, EXCEPT that part lying South of a line described as: Commencing at the South 1/4 corner of Section 13, T6N, R12W, City of Wyoming, Kent County, Michigan; thence S 88 degrees 04 minutes 34 seconds East 1013.0 feet along the South line of said Section to a point of intersection with the West line of Lot 841 Home Acres No.2, extended Southerly to said Section line; thence N 0 degrees 45 minutes 26 seconds West 50.05 feet to a point that is 50.00 feet North (perpendicular measurement) from the South line of said Section 13 and the True Place of Beginning of said line; thence S 88 degrees 04 minutes 34 seconds East 272.99 feet parallel with the South line of said Section 13 to the present West right of way line of Buchanan Avenue (being 40.00 feet West perpendicular measurement from the center line of said Avenue), and the place of ending of said line.

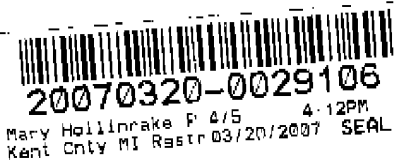
Also, Lots 886, 887, 888, 889, 890, 891 and 923 Home Acres No. 2, EXCEPT that part lying South of a line described as: Commencing at the South 1/4 corner of Section 13, T6N, R12W, City of Wyoming, Kent County, Michigan; thence S 88 degrees 04 minutes 34 seconds East 100.65 feet along the South line of said Section to a point of intersection with the West line of said Lot 923 extended Southerly to said Section line; thence N 0 degrees 38 minutes 26 seconds West 50.05 feet to a point 50.00 feet North (perpendicular measurement) from the South line of said Section 13, and the True Place of Beginning of said line; thence S 88 degrees 04 minutes 34 seconds East 852.18 feet parallel with the South line of said Section to the East line of said Lot 886 and the place of ending of said Line.

Also, that part of Hillcroft Avenue in Home Acres No. 2, described as follows: Commencing at the Southeast corner of Lot 923 of said plat; thence East 60 feet to the Southwest corner of Lot 891 of said plat; thence North 249 feet to a point on the West line of Lot 894 of said plat; thence West 60 feet to a point on the East line of Lot 922 of said plat at a point 249 feet North of the place of beginning; thence South 249 feet to the place of beginning.

And Also, that part of Birchwood Avenue in Home Acres No. 2, described as follows: Commencing at the Southeast corner of Lot 885 of said plat; thence East 60 feet to the Southwest corner of Lot 842 of said plat; thence North 122 feet to a point on the West line of Lot 844 of said plat; thence West 60 feet to the East line of Lot 883 of said plat at a point 122 feet North of the place of beginning; thence South 122 feet to the place of beginning.

Parcel 2:

Lot 841, Home Acres No. 2, Section 13, City of Wyoming, Kent County,



Also, Except that part of the West 1/2 of the Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the point of intersection of the South line of said West 1/2 of the Northeast 1/4 with the West line of Buchanan Avenue (being 40 feet distant Westerly from the centerline of Buchanan Avenue) said point being 75.28 feet N 87 degrees 49 minutes 30 seconds West from the Southeast corner of said West 1/2 of the Northeast 1/4; thence N 87 degrees 49 minutes 30 seconds West 828.27 feet along the South line of said West 1/2, of the Northeast 1/4; thence N 47 degrees 10 minutes 30 seconds E 46.67 feet to a point 33 feet distant North from the South line of the West 1/2 of the Northeast 1/4; thence S 87 degrees 49 minutes 30 seconds E 695.3 feet; thence Northeasterly 125.8 feet along a 101.8 foot radius curve to the left (the chord of which bears 117.95 feet N 56 degrees 46 minutes 24 seconds East) to said West line of Buchanan Avenue; thence South 101.4 feet along the West line of Buchanan Avenue to the place of beginning.

Also, Except that part of the West 1/2 Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northeast corner of the West 1/2 Northeast 1/4 of said Section; thence South 33.03 feet along the East line of said West 1/2 Northeast 1/4; thence N 87 degrees 22 minutes West 40.04 feet parallel with the North line of said Section to the Place of Beginning of this description; thence N 87 degrees 22 minutes West 10.0 feet along the South line of 36th Street; thence S 43 degrees 41 minutes East 14.46 feet to a point on the West line of Buchanan Avenue which is 10.0 feet South from the Place of Beginning; thence North 10.0 feet to the Place of Beginning.

And further Excepting, all that part of the West 1/2 of the Northeast 1/4 of Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 24; thence S 88 degrees 04 minutes 34 seconds East 36.85 feet along the North line of said Section to a point of intersection with the East line of the CONRAIL (formerly Pennsylvania R.R. and Penn Central R.R.) right-of-way extended Northerly to said Section line; thence S 0 degrees 32 minutes 11 seconds West 33.03 feet along said Northerly extended railroad right-of-way line to a point which is 33.00 feet South (perpendicular measurement) from the North line of said Section for The Place of Beginning of this description; thence S 88 degrees 04 minutes 34 seconds East 1239.0 feet parallel with the North line of said Section to a point which is 50.04 feet N 88 degrees 04 minutes 34 seconds West (formerly described as N 87 degrees 22 minutes West) from the East line of the West 1/2 Northeast 1/4 of said Section 24; thence S 44 degrees 23 minutes 58 seconds East 14.47 feet (formerly described as S 43 degrees 41 minutes East 14.46 feet) to the Westerly right-of-way line of Buchanan Avenue (being 40.00 feet perpendicular measurement West from the center line of said Avenue) at a point which is 43.00 feet South perpendicular measurement from the North line of said Section 24; thence S 0 degrees 43 minutes 22 seconds East 37.02 feet along said Westerly right-of-way line of Buchanan Avenue, N 44 degrees 23 minutes 58 seconds West 43.39 feet to a point which is 50.00 feet South (perpendicular measurement) from the North line of said Section 24; thence N 88 degrees 04 minutes 34 seconds West 1219.05 feet parallel with the North line of said Section to the East line of CONRAIL railroad right-of-way; thence N 0 degrees 32 minutes 11 seconds East 17.02 feet along said railroad right-of-way line to the Place of



20070320-0029106

Mary Hollinrake P:575 4:12PM
Kent Cnty MI Rgstr 03/20/2007 SEAL

Beginning.

Also together with that part of vacated Buchanan Avenue described as, that part of the West 1/2, Northeast 1/4, Section 24, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NE corner of said Section 24; thence N 88 degrees 04 minutes 34 seconds West 1323 feet along the North line of said Section 24 to the center line of Buchanan Avenue (South) and also being the so called Northeast corner of said West 1/2, Northeast 1/4; thence S 0 degrees 43 minutes 22 seconds East 512.88 feet along said center line of Buchanan Avenue; thence Southerly 599.97 feet along said center line on a 22,727.58 foot radius curve to the left, the long chord of which bears S 0 degrees 02 minutes 00 seconds West 599.95 feet; thence S 0 degrees 47 minutes 23 seconds West 328.37 feet along said center line; thence N 89 degrees 12 minutes 37 seconds West 40 feet to the West right of way line of Buchanan Avenue to the Place of Beginning of this description; thence S 0 degrees 47 minutes 23 seconds West 272.03 feet along the West right of way line of said Avenue; thence Southerly 206.78 feet along said West right of way line on a 29,932.44 foot radius curve to the left, the long chord of which bears S 0 degrees 35 minutes 31 seconds West 206.78 feet; thence S 89 degrees 58 minutes 46 seconds East 5.71 feet; thence N 0 degrees 01 minutes 14 seconds East 478.78 feet to the Place of Beginning.

**GM MFD Grand Rapids
300 36th Street
Wyoming, Kent County, MI
LandAmerica File No. 095380**



BK: 1739 PG: 478

200700003845
Filed for Record in
RICHLAND
SARAH M DAVIS
03-17-2007 at 11:46 AM.
FIX FILING 20.00
OR Book 1739 Page 478 - 483

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
UCC Filings	800-828-0938
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
National Corporation 41 State Street Suite 600 Albany, NY 12207 Melissa@nationalcorp.com	
UNRECORDED RETURN TO: LANDAMERICA - NCS 1050 Wilshire Drive, Suite 310 Troy, MI 48064 Case No. 100274	

200700003845
LANDAMERICA
1050 WILSHIRE DR
SUITE 310
TROY MI 48034

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
GENERAL MOTORS CORPORATION			
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
1c. MAILING ADDRESS		CITY	STATE
300 RENAISSANCE CENTER		DETROIT	MI
		POSTAL CODE	COUNTRY
		48265-3000	
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
		Corporation	Delaware
			1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
2c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT			
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
3c. MAILING ADDRESS		CITY	STATE
P.O. BOX 2558		HOUSTON	TX
		POSTAL CODE	COUNTRY
		77252	USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS - Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE)			All Debtor (optional)	

B. OPTIONAL FILER REFERENCE DATA
6701-619 -- OH - Richland County



BK: 1739 PG: 479

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or se-separated collateral, or is filed as a fixture filing

14. Description of real estate.

SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Der

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction -- effective 3/0
- Filed in connection with a Public-Finance Transaction -- effective 3/0



BK: 1739 PG: 480

EXHIBIT ATRACT 1:

Situated in the Township of Richland, County of Defiance, and State of Ohio, and known as:

That part of Section twenty (20), Township four (4), Range five (5) East, in Richland Township, Defiance County, Ohio, bounded and described as follows:

Beginning at an iron pin at the southeast corner of the west one-half (1/2) of the southeast quarter (1/4) of said Section twenty (20); thence north eighty-nine (89) degrees, fifty-one (51) minutes west along the south line of said Section twenty (20), thirteen hundred thirty-one and sixty-eight hundredths (1331.68) feet to an iron pin at the southwest corner of the southeast quarter (1/4) of said section twenty (20); thence continuing along the south line of said section twenty (20), north eighty-nine (89) degrees, fifty-five (55) minutes west, eleven hundred ninety-seven and thirty-four hundredths (1197.34) feet to a spike; thence north six (6) minutes west, nineteen hundred eighty-five and thirty-eight hundredths (1985.38) feet to an iron pipe; thence east, two hundred thirty (230) feet to an iron pipe; thence north twenty-two hundred and twenty-two (2222) feet to an iron pipe at the south edge of the Maumee River at low water mark; thence north seventy-three (73) degrees, fifty (50) minutes east following the meanderings of said river down stream at low water mark thirteen hundred fifty-six and eighty-one hundredths (1356.81) feet to an iron pipe; thence continuing at low water mark, along the meanderings of said river downstream north eighty (80) degrees twelve (12) minutes east, four hundred seventy-eight and eighty hundredths (478.80) feet to an iron pipe; thence continuing at low water mark along the meanderings of said river downstream north eight-eight (88) degrees fifty-four (54) minutes east, five hundred seven and fifty hundredths (507.50) feet to an iron pipe at a point where the east line of the west one-half (1/2) of the northeast quarter (1/4) of said Section twenty (20) intersects the south low water mark of the Maumee River; thence south ten (10) minutes east along the east line of the west one-half (1/2) of the northeast quarter (1/4) of said section twenty (20), two thousand thirty-three and eighty-one hundredths (2033.81) feet to a stone at the northeast corner of the west one-half (1/2) of the southeast quarter (1/4) of said Section twenty (20); thence south twenty (20) minutes east along the east line of the west one-half (1/2) of the southeast quarter (1/4) of said Section twenty (20), twenty-six hundred forty-nine and ninety-two hundredths (2649.92) feet to the point of beginning; containing two hundred forty-seven and four hundred seventy-five thousandths (247.475) acres of land, more or less, subject to all legal highways.

Together with all riparian rights appertaining thereto and including in this conveyance any and all right, title and interest in and to all lands lying northerly of the northerly line of the foregoing described premises and southerly of the centerline of thread of the Maumee River.



BK: 1739 PG: 481

EXHIBIT A

PARCEL 1

Situated in the Township of Springfield, County of Richland and State of Ohio and being a part of the Northwest Quarter of Section 23, Township 21, Range 19, and more particularly described as follows:

Beginning at a point on the West line of said Quarter Section, said point being 1330.13 feet, South 1 degree, 50 minutes, 06 seconds East of the Northwest corner of said Quarter Section; thence North 89 degrees, 00 minutes, 44 seconds East, 2501.68 feet to the North Right-of-way line of the Mansfield by-pass, U.S. Route 30; thence South 62 degrees 37 minutes 24 seconds West and along said Right-of-way line, 2772.35 feet to the West line of Section 23; thence North 1 degree, 50 minutes, 06 seconds West along said West line of Section 23, 1232.33 feet to the place of beginning and containing 35.38 acres, more or less.

SAVE AND EXCEPT THE FOLLOWING:

Situated in the Township of Springfield, County of Richland, State of Ohio and being a part of the Northwest Quarter of Section 23, Township 21, Range 19, and more particularly described as follows:

Starting at the Northwest corner of the Northwest Quarter of Section 23; thence South 1 degree 50 minutes 06 seconds East 1572.00 feet to the true place of beginning; thence North 88 degrees 09 minutes 54 seconds East 4.69 feet to the center line of relocated Beer Road (Township Highway No. 160); thence North 87 degrees 59 minutes 39 seconds East 30.00 feet; thence South 2 degrees 00 minutes 21 seconds East along a curve to the left having a radius of 559.18 feet, a distance of 365.98 feet, with a long chord bearing South 20 degrees 45 minutes 21 seconds East, having a distance of 359.48 feet; thence South 39 degrees 30 minutes 21 seconds East 308.20 feet to a point on the following described curve; thence along a curve to the left having a radius of 360.15 feet, a distance of 271.29 feet, with a long chord bearing South 61 degrees 05 minutes 08 seconds East, having a distance of 264.92 feet, to the North Right-of-way line of The Mansfield By-pass being U.S. Highway No. 30 South. Thence South 52 degrees 37 minutes 24 seconds West 628.72 feet along the North Right-of-way line of The Mansfield By-Pass, being U.S. Highway No. 30 South, to the West line of the Northwest Quarter of Section 23; thence North 1 degree 50 minutes 06 seconds West 990.46 feet along the West line of said Quarter Section to the true place of beginning and containing 5.011 acres, more or less, 0.456 of an acre being in the existing Township Highway No. 160 (Beer Road) and 4.555 acres being additional land. This parcel is now located in the City of Ontario, Inc.

PARCEL 2

Situated in the Township of Springfield, County of Richland, and State of Ohio and known as being part of the Southwest and the Southeast Quarters of Section 14 and part of the Northwest and Northeast Quarters of Section 23, Township 21, Range 19, Springfield Township, Richland County, Ohio and more particularly described as follows:

Beginning at the southwest corner of the Southwest Quarter of Section 14, said point being on the centerline of Beer Road, T.H. 160; thence North 2 degrees 00 minutes 21 seconds West along the West line of said Quarter Section and the centerline of said

(Continued)



BK: 1739 PG: 482

road, 2513.64 feet to the centerline of Crestline-Mansfield Road, State Route US 30 North; thence South 77 degrees 25 minutes 06 seconds East along the centerline of said road, 3566.16 feet; thence south 78 degrees 00 minutes 42 seconds East and continuing along said centerline, 74.16 feet; thence South 0 degrees 07 minutes 54 seconds West, 1528.69 feet to the South line of Section 14, also being the north line of Section 23; thence South 1 degree 09 minutes 52 seconds West, 412.23 feet; thence South 88 degrees 54 minutes 10 seconds West, 770.00 feet; thence South 0 degrees 46 minutes 51 seconds East, 948.08 feet; thence South 89 degrees 00 minutes 44 seconds West, 2653.92 feet to the West line of Section 23 and the centerline of Beer Road, T.H. 160; thence North 1 degree 50 minutes 06 seconds West along said centerline and said West line of Section 23, 1330.13 feet to the place of beginning and containing 255.91 acres, more or less, but subject to all legal highways.

SAVE AND EXCEPT THE FOLLOWING:

Situated in the Township of Springfield, County of Richland and State of Ohio and being a part of the Southwest Quarter of Section 14, Township 21, Range 19, and more particularly described as follows:

Beginning at the Southwest corner of said Southwest Quarter of Section 14, said point being in the centerline of Beer Road, Township Highway 160; thence North 2 degrees 00 minutes 21 seconds West along the West line of said Quarter Section, 2265.65 feet, to the Right-of-way line of the Mansfield-Crestline Road, State Route U.S. 30 North; thence South 77 degrees 25 minutes 06 seconds East along the right-of-way line of said road, 48.20 feet to a point on the following described curve; thence along and with a curve to the left having a radius of 1392.39 feet, a distance of 135.75 feet, with a long chord bearing South 0 degrees 48 minutes 08 seconds West, having a distance of 135.69 feet; thence South 2 degrees 00 minutes 21 seconds East, along a line parallel to the West line of said Southwest Quarter of Section 14, 2118.05 feet; thence South 1 degree 50 minutes 06 seconds East, 0.22 feet to the South line of said Quarter Section; thence South 88 degrees 23 minutes 34 seconds West along the South line of said Quarter Section, 40.00 feet to the place of beginning and containing 2.083 acres more or less, 1.039 acres being the existing Road, and 1.044 acres additional for widening thereof.

SAVE AND EXCEPT THE FOLLOWING:

Situated in the Township of Springfield, County of Richland and State of Ohio and being a part of the Northwest Quarter of Section 23, Township 21, Range 19, and more particularly described as follows:

Beginning at the Northwest corner of said Northwest Quarter of Section 23, said point being in the centerline of Beer Road, Township Highway 160; thence South 1 degree 50 minutes 06 seconds East along the West line of said Quarter Section and the centerline of said Road, 1330.13 feet; thence North 89 degrees 00 minutes 44 seconds East, 40.0 feet; thence North 1 degree 50 minutes 06 seconds West, along a line parallel to the West line of said Northwest Quarter of Section 23, 1330.56 feet to the North line of said Quarter Section; thence South 88 degrees 23 minutes 34 seconds West, along the North line of said Quarter Section, 40.0 feet to the place of beginning and containing 1.22 acres more or less, 0.61 acres being the existing Road, and 0.61 acres additional for widening thereof.

SAVE AND EXCEPT THE FOLLOWING:

Situated in the Township of Springfield, County of Richland and State of Ohio and more particularly described as: TRACT OF THE ROAD WIDENING OF THE MANSFIELD-CRESTLINE ROAD, MORE COMMONLY KNOWN AS U.S. HIGHWAY ROUTE 30 NORTH: Situated in the Township of Springfield, County of Richland and State of Ohio and being a part of the Southwest and Southeast Quarters of Section 14, Township 21, Range 19, and more particularly described as follows: Beginning at a point on the West line of said Southwest Quarter of Section 14, said point being 2265.65 feet North 2 degrees 00 minutes 21 seconds West from the Southwest corner of said Quarter Section, and being in the centerline of Beer Road,

(Continued)



BK: 1739 PG: 483

line of Section Fourteen (14); thence South 1 degree 09 minutes 52 seconds West and continuing along the East property line and into the Northeast Quarter of Section Twenty-three (23) a distance of 412.23 feet to a point on the South line of the General Motors property; thence South 88 degrees 54 minutes 10 seconds West along the south property line a distance of 80.06 feet to a point; thence North 1 degree 09 minutes 52 seconds East on a line parallel to the East line a distance of 412.13 feet to the point of beginning and containing 3.765 acres, more or less, of which 3.009 acres is in the Southeast Quarter of Section Fourteen (14) and 0.757 acres is in the Northeast Quarter of Section Twenty-three (23).

EXCEPTING THEREFROM that portion of the above described property heretofore conveyed to the State of Ohio by Deed dated August 27, 1957, and recorded in Deed Volume 443, Page 484. SUBJECT TO any and all easements, restrictions and covenants of record affecting said parcel of land, including but not limited to:

- 1) Easement to The Ohio Public Service Company dated August 5, 1936, recorded at Deed Volume 215, Page 306;
- 2) Easement to Sinclair Refining Company, assigned to Sinclair Pipe Line Company, dated September 19, 1945 and recorded in Deed Volume 266, Page 55;
- 3) Easements to Ohio Edison Company dated August 7, 1951, recorded at Deed Volume 344, Page 160, and dated February 21, 1952, recorded at Deed Volume 352, Page 25;
- 4) Easement to Sinclair Pipe Line Company dated November 20, 1957, recorded at Deed Volume 458, Page 457;
- 5) Any portion of said property within the bounds of any legal highways.

The above described premises were surveyed by Fred E. Krocka, Ohio Registered Surveyor No. 3702, in Survey dated May 12, 1969, Revised May 28, 1969.

**GM MFD Mansfield
2525 W 4th St
Mansfield, Richland County, OH
LandAmerica File No. 100674**



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



Doc ID: 001131950008 Type: UCC
Recorded: 03/19/2007 at 02:59:51 PM
Fee Amt: \$13.00 Page 1 of 8
Grant County Recorder
Dixi Fischer Conner County Recorder
File 2007-000035

UCC Filings 800-828-0938
SEND ACKNOWLEDGMENT TO: (Name and Address)
National Corporate Research
41 State Street Suite 600 Albany, NY 12207
WHEN RECORDED RETURN TO:
LANDAMERICA - NCS
1050 Wilshire Drive, Suite 310
Troy, MI 48064
File No. 100670
m.hisco@nationalcorp.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION
1b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
1c. MAILING ADDRESS
300 RENAISSANCE CENTER
CITY
DETROIT
STATE
MI
POSTAL CODE
48265-3000
COUNTRY
1d. SEE INSTRUCTIONS
ADD'L INFO RE ORGANIZATION DEBTOR
2a. TYPE OF ORGANIZATION
Corporation
1e. JURISDICTION OF ORGANIZATION
Delaware
1g. ORGANIZATIONAL ID #, if any
0056825
NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
OR
2b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
2c. MAILING ADDRESS
CITY
STATE
POSTAL CODE
COUNTRY
2d. SEE INSTRUCTIONS
ADD'L INFO RE ORGANIZATION DEBTOR
2e. TYPE OF ORGANIZATION
2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATIONAL ID #, if any
NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
OR
3b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
3c. MAILING ADDRESS
P.O. BOX 2558
CITY
HOUSTON
STATE
TX
POSTAL CODE
77252
COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED
HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable)
LESSEE/LESSOR
CONSIGNEE/CONSIGNOR
BAILEE/BAILOR
SELLER/BUYER
AG. LIEN
NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)
All Debtors
Debtor 1
Debtor 2
8. OPTIONAL FILER REFERENCE DATA
6701-619 -- IN - Grant County
F#178249
A#276530

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut of an-extracted collateral, or is filed as a fixture filing.

14. Description of real estate

SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

 Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

Grant County Government, Indiana
Grant County Treasurer

Read this Disclaimer - Not for Official Use!



2005 Payable 2006

Property Information	
Ind Unimproved 300: Vacant Land	
Tax Year:	2005 Payable 2006
Deeded Owner:	Fisher Body Div G M C
Property Address:	
Parcel #:	015-16002-70
Acres:	8.64
Local Tax District:	015: Marion - Franklin
State Tax District:	008: Marion - Franklin
Tax Rate:	4.16230011
Corporation:	2865 Marion Community School Corporation
Township:	Franklin Township Assessor: Walters, Jerry Joan 401 S ADAMS ST Marion IN 46953 Phone #: (765) 671-1106

Map Information						
Map #:	27-06-02-200-007.000-015					
State #:						
Sub Division:						
Sub Section:						
Township:	Range:	Section	Block	QSection	QQSection	Plat

Legal Description:
No Location Description
15-16-3841 N NW. SEC 2. 8.64 A.

Mailing Address for Tax Statements			
Type	Name	Address	Phone
Owner	Fisher Body Div G M C	P O Box 9024 Detroit, MI 48202-9024 USA	

Assessment:	
Amount	Description
0	Res Land
226,000	Non-Res Land
0	Res Improvement
0	Non-Res Improvement
226,000	Total Assessment
Deductions:	
Amount	Type
0	Total Deductions
226,000	Net Assessment

Charges:		
Description	Charge	Balance
15: MARION/FRANKLIN		
Tax		
1st Installment Tax	3,491.87	0.00
2nd Installment Tax	3,491.87	0.00

Beg Date:	End Date:	Notes:

Back

**Grant County Government, Indiana
Grant County Treasurer**

Read this Disclaimer - Not for Official Use!

2005 Payable 2006

Property Information	
Ind Improved	
340: Light Manufacturing & Assembly	
Tax Year:	2005 Payable 2006
Deeded Owner:	Fisher Body Div G M C
Property Address:	
Parcel #:	015-16002-80
Acres:	164.00
Local Tax District:	015: Marion - Franklin
State Tax District:	008: Marion - Franklin
Tax Rate:	4.16230011
Corporation:	2865 Marion Community School Corporation
Township:	Franklin Township Assessor: Walters, Jerry Joan 401 S ADAMS ST Marion IN 46953 Phone #: (765) 671-1106

Map Information						
Map #:	27-06-02-100-004.000-015					
State #:						
Sub Division:						
Sub Section:						
Township:	Range:	Section	Block	QSection	QQSection	Plat

Legal Description:
No Location Description
15-16-3842 NE. SEC 2. 164 A.

Mailing Address for Tax Statements			
Type	Name	Address	Phone
Owner	Fisher Body Div G M C	P O Box 9024 Detroit, MI 48202-9024 USA	

Assessment:	
Amount	Description
0	Res Land
4,559,100	Non-Res Land
0	Res Improvement
24,549,300	Non-Res Improvement
29,108,400	Total Assessment
Deductions:	
Amount	Type
0	Total Deductions
29,108,400	Net Assessment

Charges:		
Description	Charge	Balance
15: MARION/FRANKLIN		
Tax		
1st Installment Tax	449,746.58	0.00
2nd Installment Tax	449,746.58	0.00

Reg Date:	End Date:	Notes:
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Grant County Government, Indiana
Grant County Treasurer

Read this Disclaimer - Not for Official Use!



2005 Payable 2006

Property Information	
Ind Improved	
340: Light Manufacturing & Assembly	
Tax Year:	2005 Payable 2006
Deeded Owner:	Fisher Body Div G M C
Property Address:	
Parcel #:	015-16002-90
Acres:	8.33
Local Tax District:	015: Marion - Franklin
State Tax District:	008: Marion - Franklin
Tax Rate:	4.16230011
Corporation:	2865 Marion Community School Corporation
Township:	Franklin Township Assessor: Walters, Jerry Joan 401 S ADAMS ST Marion IN 46953 Phone #: (765) 671-1106

Map Information						
Map #:	27-06-02-200-010,000-015					
State #:						
Sub Division:						
Sub Section:						
Township:	Range:	Section	Block	QSection	QQSection	Plat

Legal Description:
No Location Description
15-16-3843 PT S NW. SEC 2. 8.33 A.

Mailing Address for Tax Statements			
Type	Name	Address	Phone
Owner	Fisher Body Div G M C	P O Box 9024 Detroit, MI 48202-9024 USA	

Assessment:	
Amount	Description
0	Res Land
165,600	Non-Res Land
0	Res Improvement
0	Non-Res Improvement
165,600	Total Assessment
Deductions:	
Amount	Type
0	Total Deductions
165,600	Net Assessment

Charges:		
Description	Charge	Balance
15: MARION/FRANKLIN		
Tax		
1st Installment Tax	2,558.64	0.00
2nd Installment Tax	2,558.64	0.00

Beg Date:	End Date:	Notes:

Back

**GM MFD Marion
2400 W. Second
Marion, Grant County, IN
LandAmerica File No. 100670**

RECEIVED
MAR 19 2007
 Ruth Johnson Register of Deeds
 Oakland County, MI

73504
 LIBER 38960 PAGE 210
 \$21.00 MISC UCC REAL ESTATE
 \$.00
 04/04/2007 01:30:43 P.M. RECEIPT# 35323

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RECORDED RETURN TO:
 LANDAMERICA - NCS
 41 State Street
 Suite 600 1050 Wilshire Drive, Suite 310
 Albany, NY 12207 Troy, MI 48064
 Case No. 098854
 rnelissa@nationalcorp.com

PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

0700820
 LIBER PAGE
 \$15.00 FINANCING STATEMENT
 \$.00
 04/04/2007 01:30:40 P.M. RECEIPT# 35323
 PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 GENERAL MOTORS CORPORATION

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR **1e. TYPE OF ORGANIZATION** Corporation **1f. JURISDICTION OF ORGANIZATION** Delaware **1g. ORGANIZATIONAL ID #, if any** 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL ID #, if any** NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR 3/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED
 HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

21-
 ap
 LW

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER A.G. LIEN NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed (as recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA F#179026
 6701-619 -- MI - Oakland County A#277610

FILING OFFICE COPY - UCC FINANCING STATEMENT FORM (UCC) (REV. 12/2/02)

RECEIVED
APR 4 2007
 Ruth Johnson Register of Deeds
 Oakland County, MI

RETURN TO FINANCE DEPT
 O.K. - KB

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
					<input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

PARCEL 9:

EXHIBIT A

Lots 60 through 74 inclusive; Lots 103 through 126 inclusive; Lots 159 through 178 inclusive; Lots 215 through 241 inclusive; Lots 245 through 262 inclusive, CIVIC IMPROVEMENT COMPANY'S MARQUETTE SUBDIVISION, as recorded in Liber 22, Page 15 of Plats, Oakland County Records, including vacated Hart Street and Foulk Street, also including vacated portions of Owen Street from Portland Street to the East line of said subdivision, also including portions of vacated Portland Street, Wing Street and Young Street from the North line of Owens Street to the South line of Owens Street to the South line of Kennett Avenue from the East line of St. Clair Street to the East line of said subdivision.

14-20-203-001

PARCEL 10:

Part of Lots 1, 4, 5 and 6 and all of Lots 7 and 8, all in GLENWOOD ESTATES SUBDIVISION of the Northwest 1/4 of the Northwest 1/4 of Section 16 and the Northeast 1/4 of the Northeast 1/4 of Section 17, in Town 3 North, Range 10 East, more particularly described as follows:


Beginning at the Northeast corner of lot 8; thence West along the North line of Lot 8 a distance of 120.00 feet to a point on the East line of Lot 1; thence North along the East line of Lot 1 a distance of 292.00 feet to a point on the South line of East Sheffield Avenue (formerly Virginia Avenue); thence West along said South line of Sheffield Avenue, produced West, a distance of 262.58 feet to a point 33.0 feet measured at right angles Northeasterly from a point in the center line of Grand Trunk Western Railroad Company's Wye Track, so-called; thence Southeasterly on a curve to the left, having a radius of 653.31 feet, a distance of 344.35 feet to a point distant 33.0 feet measured at right angles Northeasterly from a point in the center line of Grand Trunk Western Railroad Company's Pontiac Belt Line Main Track, so-called, the chord between the last two points making an angle with the last described course of 63 degrees 51 minutes, measured from East to Southeast, and having a length of 340.38 feet; thence continuing Southeasterly on a curve to the left, having a radius of 660.042 feet, a distance of 287.99 feet to a point on the West line of Cambridge

pt. 14-17-226-014

Street (formerly LaGrant Avenue), the chord between the last two points making an angle with the last described chord of 152 degrees 22 minutes measured from the Northwest to Southeast, and having a length of 285.89 feet; thence North along the West line of Cambridge Street a distance of 182.48 feet to point of beginning.

ALSO, Parts of Lots 1, 2, 3, and 4 and that part of Hopkins Avenue West of the West line of Cambridge Street (formerly LaGrant Avenue); produced South, all in GLENWOOD ESTATES SUBDIVISION of the Northwest 1/4 of the Northwest 1/4 of Section 16 and the Northeast 1/4 of the Northeast 1/4 of Section 17, in Town 3 North, Range 10 East, more particularly described as follows:

Beginning at the point of intersection of the South line of Hopkins Avenue and the West line of Cambridge Avenue, produced South; thence West along the South line of Hopkins Avenue a distance of 398.62 feet to a point distant 25.00 feet measured at right angles East from a point in the center line of Grand Trunk Western Railroad Company's Old Main Track, so-called; thence North parallel with and distant 25.00 feet measured at right angles East from the said center of Old Main Track, so-called; a distance of 415.29 feet to a point distant 33.0 feet measured at right angles Southwesterly from a point in the centerline of Grand Trunk Western Railroad Company's Pontiac Belt Line Main Track, so-called; thence Southeasterly parallel with and distant 33.0 feet measured at right angles Southwesterly from the said center line of Pontiac Belt Line Main Track, so-called, a distance of 183.02 feet to a point; thence continuing Southeasterly on a curve to the left, having a radius of 726.042 feet, a distance of 345.52 feet to a point on the West line of Cambridge Avenue, the chord between the last two points making an angle with the last described course of 166 degrees 22 minutes, measured from the Northwest to Southeast, and having a length of 3424 feet; thence South along the West line of Cambridge Street a distance of 81.44 feet to point of beginning.

ALSO, Lots 9 through 28, Inclusive; Lots 29 through 40, Inclusive. EXCEPT that portion thereof deeded for road as recorded in Liber 5379, Page 592, Oakland County Records; Lots 111 through 119 Inclusive; Lots 120 through 128 Inclusive; Lots 195 through 212 Inclusive; Lots 279 through 296 Inclusive; and Lots 41, 110, 194, 213, 278, 297, 298, and 299 EXCEPT those portions of said lots conveyed in deeds recorded in Liber 18285, Page 395, Liber 18285, Page 418, and Liber 18320, Page 644, Oakland County Records; Part of Lots 300, 302 and 303; all of GLENWOOD ESTATES SUBDIVISION, as recorded in Liber 22, Page 8 of Plats, Oakland County Records. 

14-17-226-014

T3N, R10E, SEC 17 GLENWOOD ESTATES SUB ALL OR PART OF LOT 1, LOTS 4 TO 41 INCL, LOTS 110 TO 128 INCL, LOTS 194 TO 213 INCL, LOTS 278 TO 300 INCL, LOTS 302 & 303 & ADJ VAC STREETS & ALLEYS IN PCL ALL DESC AS BEG AT PT DIST S 00-09-10 W 27 FT & S 89-85-00 W 345.77 FT FROM NE COR OF LOT 46, TH S 00-19-47 W 229.01 FT, TH S 89-55-00 W 3.53 FT, TH S 00-09-10 W 188 FT, TH N 89-95-00 E 2.94 FT, TH S 00-19-47 W 554.26 FT, TH ALG CURVE CONCAVE NE, RAD 74.10 FT, CHORD BEARS S 68-28-53 E 40.54 FT, DIST OF 41.04 FT, TH S 89-39-40 E 337.52 FT, TH S 00-09-10 W 80.34 FT, TH S 89-55-00 W 886.50 FT, TH S 00-09-10 W 31.75 FT, TH ALG CURVE CONCAVE NE, RAD 660.04 FT, CHORD BEARS N 53-58-28 W 288.82 FT, DIST OF 291.18 FT, TH ALG CURVE CONCAVE NE, RAD 653.31

14-17-227-001

T3N, R10E, SEC 17 GLENWOOD ESTATES SUB THAT PART OF LOTS 1, 2 & 3 LYING S OF GTRR R/W, ALSO THAT PART OF VAC HOPKINS AVE ADJ TO LOTS 1 & 2

14-17-226-020

T3N, R10E, SEC 17 GLENWOOD ESTATES SUB PART OF LOTS 300, 302 & 303 ALSO PART OF VAC HIGHWOOD BLVD, ALSO VAC ALLEY ADJ TO SD LOTS ALL DESC AS BEG AT PT DIST S 00-09-10 W 27 FT & S 89-55-00 W 345.77 FT & S 00-19-47 W 921.02 FT & N 89-55-00 E 148.62 FT & S 00-09-10 W 85.99 FT FROM NE COR OF LOT 46 OF SD 'SUB', TH S 89-39-40 E 226.50 FT, TH S 00-09-10 W 60.34 FT, TH S 89-55-00 W 226.50 FT, TH N 00-09-10 E 62.01 FT TO BEG 3-11-98 FR 013

PARCEL 11:

The South 1/2 of the Northwest 1/4 of Section 16, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, EXCEPT the South 60 feet for roadway.

ALSO, the Southeast 1/4 of the Northeast 1/4 of Section 17, Town 3 North Range 10 East, City of Pontiac, Oakland County, Michigan. EXCEPT the South 60 feet for roadway.

14-17-276-002 NW1/4 Sec. 16 NE1/4 Sec. 1
14-16-176-004 NW1/4 Sec. 16

PARCEL 12:

Lots 6 through 14 inclusive, LE BARON FARM SUBDIVISION, as recorded in Liber 45, Page 15 of Plats, Oakland County Records.

pt. 14-16-376-007

PARCEL 15:

Lots 1 through 61 inclusive, EXCEPT the North 20 feet of Lots 1, 56 and 57, ALSO EXCEPT that part of Lot 61 taken for roadway; Lots 153 through 157, EXCEPT that part of Lots 153 and 157 taken for roadway; Lots 249 through 253 inclusive, EXCEPT that part of Lots 249 and 253 taken for roadway; Lots 345 through 349 inclusive, EXCEPT that portion of Lot 345 taken for roadway, HIGHWOOD SUBDIVISION, as recorded in Liber 21, Page 32 of Plats, Oakland County Records, including parts of vacated Gladwin Avenue, Strathmore Avenue, Beverly Avenue and Highwood Boulevard lying adjacent to said lots, also including the North 40

feet of the vacated First Avenue from the East line of Highwood Boulevard to a line 100.0 feet Easterly and parallel to the East line of Highwood Boulevard and lying adjacent to Lot 349 of said subdivision, also including that part of vacated Fourth Avenue lying between Lots 61 and 153, also including that part of vacated Third Avenue lying between Lots 157 and 249, also including that part of vacated Second Avenue lying between Lots 253 and 345 of said subdivision.

PARCEL 16: 14-16-302-00Z Lots 153-157 14-17-426-00Z Lots 1-56
14-16-303-00Z Lots 249-253 14-16-301-00Z Lots 57-60
14-16-304-00Z Lots 345-349

Lots 1 through 57, Block 1; and Lots 1 through 15, Block 2, MODERN HOUSING CORPORATION'S OAKLAND PARK, as recorded in Liber 46, Page 21 of Plats, Oakland County Records.

Lots 480 through 569 inclusive; Lots 576 through 590 inclusive; Lots 656 through 659 inclusive; Lots 662 through 664 inclusive, PLAT OF MODERN HOUSING CORPORATION ADDITION, as recorded in Liber 20, Page 22 of Plats, Oakland County Records, including those parts of vacated Glenwood Avenue, Ivy Street and Lowell Street lying adjacent to said lots.

Lots 15 through 590 inclusive, LE BARON FARM SUBDIVISION, as recorded in Liber 45, Page 15 of Plats, Oakland County Records, including those parts of Highwood Boulevard, Glenwood Boulevard, Laurel Avenue, Ivy Avenue, Mansfield Avenue, Tennyson Avenue, Beverly Avenue, and Madison Avenue, also including vacated alleys lying adjacent to Lots 5 through 590, EXCEPT that part of vacated alley adjacent to Lots 1 through 5 inclusive, also including the South 1/2 of First Avenue from the West line of said subdivision to a line 150 feet East of and parallel to said West line. EXCEPTING THEREFROM the North 21 feet of the East 11 feet of Lot 537, the North 21 feet of Lots 538 and 539, also the North 9 feet of the West 15 feet of Lot 540 of said subdivision.

Pt. 14-16-376-007

The East 1/2 of the Southeast 1/4 of Section 17, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, EXCEPT that part platted as HIGHWOOD SUBDIVISION, as recorded in Liber 21, Page 32 of Plats, Oakland County Records, ALSO EXCEPT Grand Trunk Western Railroad property.

Pt. 14-21-101-004 SE 1/4 Sec. 17

That part of the East 1/2 of the Northeast 1/4 of Section 20; The West 1/2 of the Northwest 1/4 of Section 21; The East 1/2 of the Northwest 1/4 of Section 21; Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan lying Northerly of the North right-of-way line of Montcalm Street and Westerly of the West right-of-way line of Joslyn Road. EXCEPTING THEREFROM that part platted as MODERN HOUSING CORPORATION ADDITION and MODERN HOUSING CORPORATION'S OAKLAND PARK.

Pt. 14-21-101-004 NE 1/4 Sec. 20
NW 1/4 Sec. 21

14-21-101-005 NE 1/4 Sec. 20
NW 1/4 Sec. 21

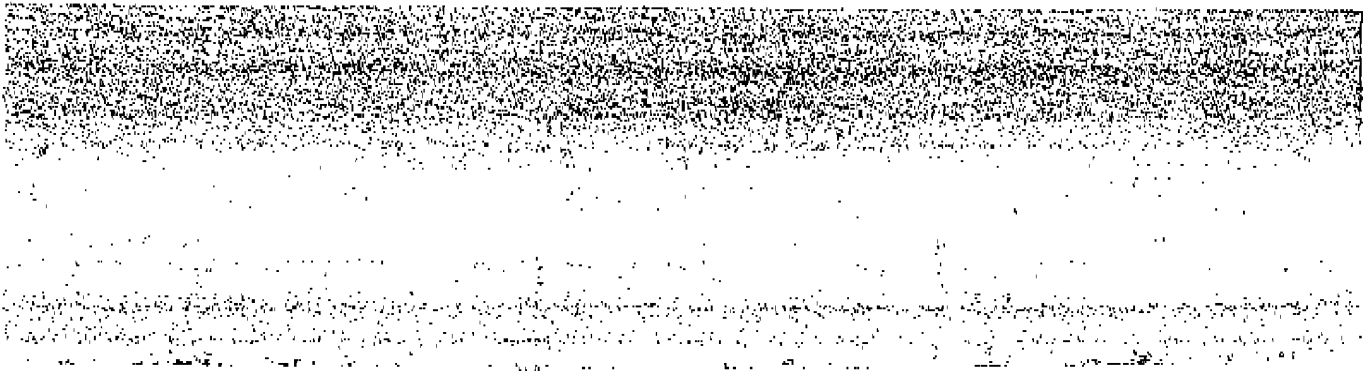
PARCEL 21:

*East

Part of the Southeast 1/4 of Section 17, Town 3 North, Range 10 East, and Part of the Northeast 1/4 of Section 20, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan and being more particularly described as follows: Commencing at the East 1/4 corner of Section 17, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan and running thence South 86 degrees 57 minutes 26 seconds West, along the East-West 1/4 line of said Section 17, said line being also the center of Columbia Avenue (120 feet wide at this point), a distance of 1201.95 feet to a point; thence South 05 degrees 52 minutes 04 seconds East a distance of 60.07 feet to a point on the South line of said Columbia Avenue, said point being the point of beginning of the parcel of land hereby being described, proceeding thence from said point of beginning South 05 degrees 52 minutes 04 seconds a distance of 1640.59 feet to a point; thence South 84 degrees 07 minutes 56 seconds West a distance of 100.00 feet to a point on the East line of the Grand Trunk Western Railroad right-of-way (50 feet wide); thence the following course and distances along the East line of said railroad right-of-way, South 05 degrees 52 minutes 04 seconds East 1980.76 feet; thence South 05 degrees 50 minutes 04 seconds East, 397.11 feet to a point of curve; thence along the arc of a curve, concave to the West radius 4646.71 feet, an arc distance of 469.66 feet (chord bears South 02 degrees 56 minutes 20 seconds East, 469.46 feet) to a point of tangent; thence South 00 degrees 02 minutes 36 seconds East, along said railroad right-of-way line, a distance of 508.0 feet to the point of intersection of said right-of-way line with the North line of Montcalm Street (width varies); thence North 60 degrees 11 minutes 46 seconds West across said railroad right-of-way, a distance of 57.64 feet to the point of intersection of the West line of said railroad right-of-way with the North line of said Montcalm Street; thence the following courses and distances along the West line of said Grand Trunk Western Railroad right-of-way, North 00 degrees 02 minutes 36 seconds West, said line being also part of the East line of CIVIC IMPROVEMENT COMPANY'S MARQUETTE SUBDIVISION, as recorded in Liber 22, Page 15 of Plats, Oakland County Records, a distance of 479.91 feet to a point of curve in said right-of-way line; thence continuing along said right-of-way line, said lines being also part of the East line of said CIVIC IMPROVEMENT COMPANY'S MARQUETTE SUBDIVISION, along the arc of a curve concave to the West, radius 4596.71 feet, an arc distance of 464.61 feet (chord bears North 02 degrees 56 minutes 20 seconds West 464.41 feet) to a point of tangent; thence North 05 degrees 50 minutes 04 seconds West, along the West line of said right-of-way, said line being also part of the East line of said CIVIC IMPROVEMENT COMPANY'S MARQUETTE SUBDIVISION, a distance of 397.09 feet to a point; thence South 79 degrees 39 minutes 34 seconds East, along the Easterly extension of the Northerly line of said vacant Kennett Road, a distance of 1.04 feet to a point; thence North 05 degrees 52 minutes 04 seconds West, along a line 1.00 feet East of, as measured at right angles to and parallel with the original West line of said Grand Trunk Western Railroad right-of-way, distance of 1457.52 feet to a point; thence South 84 degrees 12 minutes 24 seconds West, along the Easterly extension of the South line of vacated Tennyson Avenue (60 feet wide), a distance of 1.00 feet to a point; thence North 05 degrees 52 minutes 04 seconds West, along the West line of the Grand Trunk Western Railroad right-of-way (50 feet wide at this point), said line being also part of the East line of BALDWIN PARK SUBDIVISION, as recorded in Liber 21, Page 7 of Plats, Oakland County Records, a distance of 2171.51 feet to the point of intersection of said railroad right-of-way line with the South line of Columbia Avenue (proposed 120 feet wide); thence North 86 degrees 57 minutes 26 seconds East, along a line 60.00 feet South of, as measured at right angles to and parallel with the East-West 1/4 line of Section 17, Town 3 North, Range 10 East, across said railroad right-of-way, a distance of 150.18 feet to the point of beginning.

PARCEL 22:

14-17-427-001



Part of the Northwest 1/4 of Section 16, Town 3 North, Range 10 East, and Part of Lots 1 through 5 inclusive, all of Lots 336 through 371 inclusive, and Lots 304 through 309 inclusive, including adjoining vacated streets and alleys of GLENWOOD ESTATES SUBDIVISION, as recorded in Liber 22, Page 8 of Plats, Oakland County Records, and being more particularly described as follows: Commencing at the East 1/4 corner of Section 17, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan and running thence South 86 degrees 57 minutes 26 seconds West along the East-West 1/4 line of said Section 17, said line being also the center line of Columbia Avenue (120 feet wide at this point), a distance of 1302.07 feet to a point; thence North 05 degrees 52 minutes 04 seconds West along the Southerly extension of the East line of the Grand Trunk Western Railroad Right-of-Way (50 feet wide) a distance of 60.07 feet to the point of intersection of said right-of-way line with the North line of said Columbia Avenue said point being the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 86 degrees 57 minutes 26 seconds West, across said railroad right-of-way, said line being 60.00 feet North of, as measured at right angles to and parallel with the East-West 1/4 line of said Section 17, a distance of 50.06 feet to the point of intersection of the West line of said railroad right-of-way with the proposed North line of said Columbia Avenue; thence North 05 degrees 52 minutes 04 seconds West, along the West line of said railroad right-of-way, said line being also part of the East line of the plat of Dupont Heights Subdivision, as recorded in Liber 21, Page 22 of Plats, Oakland County Records, a distance of 1849.82 feet to a point; thence North 84 degrees 15 minutes 51 seconds East across said railroad right-of-way a distance of 71.51 feet to a point; thence along the Grand Trunk Western Railroad Right-of-Way line as described in Liber 3028 of Deeds, on Page 523, Oakland County Records, Southeasterly along the arc of a curve concave to the Northeast, radius 653.31 feet, an arc distance of 344.35 feet, (chord bears South 31 degrees 53 minutes 09 seconds East, 340.38 feet) to a point of compound curve; thence continuing along said right-of-way line, Southeasterly along the arc of a curve, not tangent to the foregoing line, concave to the Northeast, radius 660.04 feet, a measured arc distance of 291.18 feet (described 287.99 feet), (chord bears South 59 degrees 37 minutes 37 seconds East, measured 288.82 feet, described 285.89 feet) to a point; thence North 05 degrees 29 minutes 59 seconds West, along said railroad right-of-way line, said line being also part of the West line of vacated Cambridge Avenue (60 feet wide) a distance of 31.75 feet to a point; thence North 84 degrees 15 minutes 51 seconds East, along the North line of said Grand Trunk Western Railroad Right-of-Way, said line being also the South end of a vacated portion of said Cambridge Avenue, the South line of Lots 288 through 300 inclusive, a cross a vacated alley (18 feet wide), the South line of Lots 303, and across the West 1/2 of a vacated portion of Highwood Avenue, of said subdivision, a distance of 910.00 feet to a point on the center line of said vacated Highwood Avenue; thence North 84 degrees 16 minutes 53 seconds East, along the North line of said railroad right-of-way, said line crossing the East 1/2 of a vacated portion of Highwood Avenue, the South line of Lot 310, the South end of a public alley (18 feet wide), the South line of Lots 313 through 325 inclusive, the South end of Laurel Avenue (60 feet wide) and the South line of Lots 326 through 335 inclusive, a distance of 1329.41 feet to the Southeast corner of said Lot 335; thence South 05 degrees 59 minutes 06 seconds East, along the East line of said Glenwood Estates Subdivision, a distance of 89.00 feet to a point; thence North 83 degrees 53 minutes 42 seconds East a distance of 1275.22 feet to the point of intersection of said right-of-way line with the West line of Joslyn Road (120 feet wide); thence South 05 degrees 08 minutes 18 seconds East, said line being 60.00 feet West of, as measured at right angles to and parallel with the North-South 1/4 line of Section 16, Town 3 North, Range 10 East, across said railroad right-of-way, a distance of 100.01 feet to the point of intersection of the South line of said right-of-way with the West line of said Joslyn Road; thence South 83 degrees 53 minutes 42 seconds West, along the South line of said railroad right-of-way, a distance of 1273.75 feet to an angle point in said right-of-way line; thence South 84 degrees 24 minutes 59 seconds West, continuing along said railroad right-of-way line, a distance of 2240.98 feet to a jog in said railroad right-of-way; thence North 05 degrees 29 minutes 59 seconds West, along said jog, said line being also part of the West line of said vacated Cambridge Avenue and its Southerly extension, a distance of 80.45 feet to a point; thence along the arc of a curve, concave to the Northeast, radius 726.04 feet, an arc distance of 348.42 feet (chord bears North 60 degrees 44 minutes 01 seconds West, 345.09 feet) to a point of tangency; thence North 46 degrees 59 minutes 09 seconds West, along the Southerly line of the Grand Trunk Western Railroad Right-of-Way, a distance of 184.14 feet to a point; thence South 05 degrees 52 minutes 04 seconds East, along the East line of said railroad right-of-

way, a distance of 1641.57 feet to the point of beginning.

14-17-276-004

**GM MFD PONTIAC
200 East Columbia
Pontiac, Oakland County, MI
LandAmerica File No. 098854**



03/19/2007 11:35:23 AM
RECORDED
VICTORIA L ROUPE
REGISTER OF DEEDS, BAY COUNTY MICHIGAN

RECEIPT# 24336, STATION 6
\$15.00 FIXTURE FILE REAL

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

~~National Corporate Resources~~
41 State Street
Suite 600
Albany, NY 12207
mchissa@nationalcorp.com

WHEN RECORDED RETURN TO:
LANDAMERICA - NCS
1050 Wilshire Drive, Suite 310
Troy, MI 48064
Case No. 0986021



LIBER 2516 PAGE 780

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR **1e. TYPE OF ORGANIZATION** Corporation **1f. JURISDICTION OF ORGANIZATION** Delaware **1g. ORGANIZATIONAL ID #, if any** 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL ID #, if any** NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (for recorded) in the REAL ESTATE RECORDS. Attach Addendum **7.** Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional). All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA
6701-619 -- MI - Bay County F#179072 A#277656



LIBER 2516

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a future filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years



LIBER 2516

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EXHIBIT A**PARCEL NO. 1**

A PARCEL OF LAND VIZ: COM AT NE COR OF LOT 7 BLK 15 OF ROSES ADD TH SELY ALG W ROW LI OF JOHNSON ST TO C/L VAC ELY-WLY ALLEY SD BLK 15 WLY ALG SD C/L TO ITS INTER WITH THE W LI VAC MCLELLAN ST TH SLY ALG W LI MCLELLAN ST TO THE N LI OF VAC FITZGERALD ST TH WLY ALG N LI VAC FITZGERALD ST TO ITS INTER WITH THE W LI OF VAC BIRNEY ST TH SLY ALG W LI BIRNEY ST TO ITS INTER WITH THE C/L VAC BARNEY ST TH WLY ALG SD C/L VAC BARNEY ST TO ITS INTER WITH THE E LI VAC SHERMAN ST TH NLY TO S LI VAC HART ST TH WLY ALG S LI VAC HART ST TO ITS INTER WITH THE E LI OF CROTTY ST TH NWLY ALG E LI CROTTY ST TO SLY LI OF GTWRR ROW TH ELY ALG SD ST TH SLY TO NE COR OF LOT 7 BLK 15 OF SLY ROW LI TO POB CONT ENT BLKS 7, 11, 12, 13 & 14 & LOTS 7-12 BLK 15 ROSES ADD ENT BLK 1-7 SEYMOURS ADD ENT DENISONS 1ST ADD ENT BLKS 1 & 2 GRANTS 1ST ADD ENT BLKS 1 & 2 OF MCEWANS ADD ENT BLKS 1, 2, 8 & 9 OF FRASERS 2ND ADD & THAT PT OF G L 4 LYG S OF GTWRR ROW E OF CROTTY ST N OF VAC BARNEY ST & W OF W LI OF JOHNSON ST & INC ALL OF PROPOSED STS & ALLEYS WITHIN BDRY THRF (SPLIT & COMB W/-22-101-001 FOR 1999) Local Unit Reference Parcel #: 09-13-21 276-002 EXCEPTING: Lots 1 through 4, Block 2, Frasers 2nd Addition, the Northerly portion of Lot 2, Block 5, Seymour's Addition and Lot 1 and the Northerly portion of Lot 2, Block 2, Seymour's Addition.

PARCEL NO. 2

A PARCEL OF LAND VIZ: COM AT THE INTER OF THE N LI OF KETCHUM ST WITH THE W LI BIRNEY ST TH WLY ALG SD N LI TO WLY VAC SHERMAN ST TH SLY ALG W LI SD SHERMAN ST TO N LI RELOCATED WOODSIDE AVE TH WLY ALG SD N LI RELOCATED WOOD- SIDE AVE TO ELY LI CROTTY ST TH NLY ALG SD ELY LI CROTTY ST TO S LI VAC HART ST TH NELY ALG SD S LI VAC HART ST TO WLY LI VAC SHERMAN ST TH SELY ALG SD WLY LI VAC SHERMAN ST TO ITS INTER WITH C/L VAC BARNEY ST TH NELY ALG SD C/L TO ITS INTER WITH W LI BIRNEY ST TH SELY TO POB (COMB 1992 & REDEDICATE BIRNEY ST 1999) Local Unit Reference Parcel #: 09-13-21-276-003 EXCEPTING: The Northeasterly portion of Lot 4 and entire Lot 5, Block 4, A.E. McEwan's Addition, The Southerly portion of Lots 8, 9 and 10, Block 4, Grant's 1st Addition, and the Southerly portion of Lot 3 and entire Lot 4, Block 9, Seymour's Addition. ALSO EXCEPTING: A part of Lots 6, 7, 8, 9 and 10, Block 4, A. E. McEwan's Addition to Bay City, including part of vacated Grant Street (60 feet wide); also part of Lots 4, 5, 6 and 7, Block 13; and also part of Lots 8, 9, 10, 11 and 12, Block 11, James Fraser Second Addition to Lower Saginaw, and part of vacated VanBuren Street (60 feet wide); described as follows: Commencing at the intersection of the West Right of Way of Sherman Street (66 feet wide) with the North Right of Way line of Woodside Avenue (66 feet wide) being the Southeast corner of Lot 8, Block 4, E. M. Grant's First Addition to Bay City; thence West 158.32 feet along the North Right of Way of Woodside Avenue to the point of beginning; thence West 811.95 feet along the North Right of Way line of Woodside Avenue to the intersection with the East Right of Way line of Crotty Street being the Southwest corner of Lot 9, Block 11, James Fraser Second Addition to Lower Saginaw; thence North 28°06'15" West 38.54 feet along the East Right of Way line of Crotty Street; thence East 811.98 feet parallel to said North Right of Way line of Woodside Avenue to the West line of Lot 10, Block 4, E. M. Grant's First Addition to Bay City; thence South 28°04'00" East 38.53 feet along said West line of Lot 10, Block 4, E. M. Grant's First Addition to Bay City to the point of beginning.

Sch.A - Commitment for Title Insurance



LIBER 2516

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PARCEL NO. 3

A PARCEL OF LAND IN SEC'S 21 & 22 T14N R5E VIZ: COM AT THE INTER OF THE NLY LI VAC WATER ST WITH THE WLY LI OF JOHNSON ST TH S 86°15'15" W ALG N LI VAC WATER ST 457.13 FT TO POB TH S 86°15'15" W ALG SD N LI 1428.63 FT TH N 14°21'15" W 54.19 FT TH N 73°24'54" W 39.05 FT TH S 78°00'06" W 93 FT TH S 11°59'54" E 20 FT TH S 78°00'06" W 17.80 FT TH S 77°15'06" W 199 FT TO N LI VAC WATER ST TH S 86°15'15" W ALG SD N LI 14.23 FT TH S 77°36'15" W 70.12 FT TH N 13°37'37" W 46.22 FT TH S 77°27'07" W 24.62 FT TH N 13°37'37" W 18.63 FT TH N 77°27'07" E 24.62 FT TH N 13°37'08" W 112.49 FT TH N 26°32'48" E 118.44 FT TH N 32°27'55" E 112.40 FT TH N 43°19'19" E 29.40 FT TH N 74°41'20" E 191.16 FT TH 14°19'43" W 126.69 FT TH N 76°06'07" E 25.70 FT TH N 14°15'52" E 75.75 FT TH N 75°45'43" E 5.75 FT TH N 13°56'55" W 61.91 FT TH N 76°03'04" E 41.65 FT TH N 12°51'59" W 256.40 FT TH N 17°45'05" W 89.31 FT TH N 66°30'55" E 209.70 TH N 02°20'20" W 33.38 FT TH N 63°54'07" E 78.81 FT TH N 77°34'49" E 404 FT TH S 64°41'12" E 78.77 FT TH S 08°22'07" E 513.16 FT TH S 74°22'16" E 281.20 FT TH S 48°34'58" E 171.61 FT TH S 45°12'56" E 131.82 FT TH S 40°12'20" E 113.58 FT TH S 39°22'19" E 155.95 FT TH S 44°32'33" E 29.41 FT TH S 57°42'10" E 203.02 FT TO THE POB. (SPLIT OFF & COMB PT OF W/-13-21-201-003 & PT OF W/-13-15-351-003 FOR 2003.) Local Unit Reference Parcel #: 09-13-16-476-001

PARCEL NO. 4

A PARCEL OF LAND IN SEC 21, T14N, R5E, VIZ: COM AT INTER OF N LI VAC WATER ST WITH WLY LI JOHNSON ST; TH S 86°15'15" W ON SD N LI 1885.76 FEET; TH N 14°21'15" W 54.19 FT; TH N 73°24'54" W 39.05 FT; TH S 78°00'06" W 93 FT; TH S 11°59'54" E 20 FT; TH S 78°00'06" W 17.80 FT; TH S 77°15'06" W 199 FT TO SD N LI VAC WATER ST; TH S 86°15'15" W ON SD N LI 14.23 FT; TH S 77°36'15" W ON SD N LI 70.12 FT TO POB; TH CONT S 77°36'15" W ON SD N LI 259.73 FT; TH S 75°10'45" W 75 FT; TH N 09°34'07" E 153.3 FT; TH N 03°29'58" W 76.01 FT; TH N 16°03'22" E 112.74 FT; TH N 12°42'57" E 217.33 FT; TH N 10°20'07" E 349.28 FT; TH N 10°59'28" W 91.29 FT; TH N 26°05'48" E 95.75 FT; TH N 76°42'05" E 304.01 FT TO SLY BANK OF SAGINAW RIVER; TH S 13°17'55" E 20 FT, BEING 20 FT M/L SLY OF WATERS EDGE FOR SURVEY ONLY & THIS DESC INCLUDES ALL LANDS TO WATERS EDGE; TH S 53°03'41" E 37.99 FT; TH S 17°45'05" E 89.31 FT; TH S 12°51'59" E 256.40 FT; TH S 76°03'04" W 41.65 FT; TH S 13°56'55" E 61.91 FT; TH S 75°45'43" W 5.75 FT; TH S 14°15'52" E 75.75 FT; TH S 76°06'07" W 25.70 FT; TH S 14°19'43" E 126.69 FT; TH S 74°41'20" W 191.16 FT; TH S 43°19'19" W 29.40 FT; TH S 32°27'55" W 112.40 FT; TH S 26°32'48" W 118.44 FT; TH S 13°37'18" E 112.49 FT; TH S 77°27'07" W 24.62 FT; TH S 13°37'37" E 18.63 FT; TH N 77°27'07" E 24.62 FT; TH S 13°37'37" E 46.22 FT TO POB.

**GM Powertrain Bay City
1001 Woodside Ave.
Bay City, Bay County, MI
LandAmerica File No. 098621**

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
UCC Filings	800-828-0938
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
WHEN RECORDED RETURN TO: National Corporate Reporting LANDAMERICA - NCS 41 State Street Suite 600 Albany, NY 12207 Case No. 100675 melissa@nationalcorp.com	

2007 FEB 16 PM 2:15

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
GENERAL MOTORS CORPORATION			
OR		1b. INDIVIDUAL'S LAST NAME	
1c. MAILING ADDRESS		CITY	
300 RENAISSANCE CENTER		DETROIT	
		STATE	POSTAL CODE
		MI	48265-3000
		COUNTRY	
1d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
		Corporation	Delaware
			1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR		2b. INDIVIDUAL'S LAST NAME	
2c. MAILING ADDRESS		CITY	
		STATE	POSTAL CODE
		COUNTRY	
2d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT			
OR		3b. INDIVIDUAL'S LAST NAME	
3c. MAILING ADDRESS		CITY	
P.O. BOX 2558		HOUSTON	
		STATE	POSTAL CODE
		TX	77252
		COUNTRY	
		USA	

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(A) (Additional Fee)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA				F#179074		
6701-619 -- OH - Defiance County				A#277658		

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

TRACT 1:

Situated in the Township of Richland, County of Defiance, and State of Ohio, and known as:

That part of Section twenty (20), Township four (4), Range five (5) East, in Richland Township, Defiance County, Ohio, bounded and described as follows:

Beginning at an iron pin at the southeast corner of the west one-half (1/2) of the southeast quarter (1/4) of said Section twenty (20); thence north eighty-nine (89) degrees, fifty-one (51) minutes west along the south line of said Section twenty (20), thirteen hundred thirty-one and sixty-eight hundredths (1331.68) feet to an iron pin at the southwest corner of the southeast quarter (1/4) of said section twenty (20); thence continuing along the south line of said section twenty (20), north eighty-nine (89) degrees, fifty-five (55) minutes west, eleven hundred ninety-seven and thirty-four hundredths (1197.34) feet to a spike; thence north six (6) minutes west, nineteen hundred eighty-five and thirty-eight hundredths (1985.38) feet to an iron pipe; thence east, two hundred thirty (230) feet to an iron pine; thence north twenty-two hundred and twenty-two (2222) feet to an iron pipe at the south edge of the Maumee River at low water mark; thence north seventy-three (73) degrees, fifty (50) minutes east following the meanderings of said river down stream at low water mark thirteen hundred fifty-six and eighty-one hundredths (1356.81) feet to an iron pipe; thence continuing at low water mark, along the meanderings of said river downstream north eighty (80) degrees twelve (12) minutes east, four hundred seventy-eight and eighty hundredths (478.80) feet to an iron pipe; thence continuing at low water mark along the meanderings of said river downstream north eight-eight (88) degrees fifty-four (54) minutes east, five hundred seven and fifty hundredths (507.50) feet to an iron pipe at a point where the east line of the west one-half (1/2) of the northeast quarter (1/4) of said Section twenty (20) intersects the south low water mark of the Maumee River; thence south ten (10) minutes east along the east line of the west one-half (1/2) of the northeast quarter (1/4) of said section twenty (20), two thousand thirty-three and eighty-one hundredths (2033.81) feet to a stone at the northeast corner of the west one-half (1/2) of the southeast quarter (1/4) of said Section twenty (20); thence south twenty (20) minutes east along the east line of the west one-half (1/2) of the southeast quarter (1/4) of said Section twenty (20), twenty-six hundred forty-nine and ninety-two hundredths (2649.92) feet to the point of beginning; containing two hundred forty-seven and four hundred seventy-five thousandths (247.475) acres of land, more or less, subject to all legal highways.

Together with all riparian rights appertaining thereto and including in this conveyance any and all right, title and interest in and to all lands lying northerly of the northerly line of the foregoing described premises and southerly of the centerline of thread of the Maumee River.

TRACT 2:

Situated in the Township of Richland, County of Defiance, and State of Ohio, and known as:

Beginning at a point on the East line of the West one-half of the East one-half of the Northeast quarter, Section 20, Town 4 North, Range 5 East, Defiance County, Ohio, 1514.82 feet Northerly from a stone located at the Northeast corner of the West one-half of the East one-half of the Southeast quarter, Section 20, Town 4 North, Range 5 East, Defiance County, Ohio; thence North 89 degrees and 05 minutes East and 187.00 feet to a point; thence South 81 degrees and 51 minutes East and 273.00 feet to a point; thence North 0 degrees and 31 minutes West and 270.25 feet to a point at the low water line on the south bank of the Maumee River; thence north 69 degrees and 04 minutes West and 275.69 feet on and along the low water line of the Maumee River to a point; thence North 71 degrees and 14 minutes West and 216.97 feet on and along the low water line of the Maumee River to a point; thence South 0 degrees and 41 minutes East and 401.51 feet to the place of beginning. Said parcel of land contains 3.50 acres.

TRACT 3:

Situated in the Township of Richland, County of Defiance, and State of Ohio, described as:

Beginning at a point North no (0) degrees and ten (10) minutes West and ten hundred forty-six and eighty-one hundredths (1046.81) feet from a stone located at the Northeast corner of the West one-half (1/2) of the Southeast quarter (1/4), Section Twenty (20) Towns four (4) North, Range five (5) East, Defiance County, Ohio; thence North forty (40) degrees and forty-six (46) minutes East and six hundred twenty (620) feet to a point; thence North eighty-nine (89) degrees and five (5) minutes East and two hundred sixty (260) feet to a point on the East line of the West one-half (1/2) of the East one-half (1/2) of the Northeast quarter (1/4), Section twenty (20), Towns four (4) North, Range five (5) East, Defiance County, Ohio; thence North no (0) degrees and forty-one (41) minutes West and four hundred one and fifty-one hundredths (401.51) feet to a point at the low water line of the South bank of the Maumee River; thence North seventy-eight (78) degrees and twenty-one (21) minutes West and three hundred four and fifty hundredths (304.50) feet on and along the low water line of the Maumee River to a point; thence North eighty-two (82) degrees and forty-two (42) minutes West and three hundred sixty-three and seventy hundredths (363.70) feet on and along the low water line of the Maumee River to a point on the East line of the West one-half (1/2) of the Northeast quarter (1/4), Section twenty (20), Town four (4) North, Range five (5) East, Defiance County, Ohio; thence South no (0) degrees and ten (10) minutes East and nine hundred eighty-seven and no hundredths (987.00) feet on and along the East line of the West one-half (1/2) of the Northeast quarter (1/4), Section twenty (20), Town four (4) North, Range five (5) East, Defiance County, Ohio, to the place of beginning. Said parcel of land contains nine and nineteen hundredths (9.19) acres.

Together with all the right, title and interest to any land in the bed of the Maumee River.

TRACT 4:

Situated in the Township of Richland, County of Defiance, and State of Ohio, described as:

The West 1/2 of the East 1/2 of the Southeast 1/4 of Section 20 in Township 4 North, Range 5 East, containing 40 acres of land, more or less; also the West 1/2 of the Southeast fraction of the Northeast 1/4 of said Section 20 in Township 4 North, Range 5 East, containing 30 acres of land, more or less, excepting therefrom the following described parcel of land:

Beginning at a point North 0 degrees 10 minutes West 1046.81 feet from a stone located at the Northeast corner of the West 1/2 of the Southeast 1/4 of Section 20, Town 4 North, Range 5 East, Richland Township, Defiance County, Ohio; thence North 40 degrees 56 minutes East 620 feet to a point; thence North 89 degrees 5 minutes East 260 feet to a point on the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 20; thence North 0 degrees 41 minutes West 401.51 feet to a point at the low water line in the south bank of the Maumee River; thence North 78 degrees 21 minutes West 304.50 feet on and along the low water line of the Maumee River to a point; thence North 82 degrees 42 minutes West 363.70 feet on and along the low water line of the Maumee River to a point on the East line of the West 1/2 of the Northeast 1/4 of said Section 20; thence South 0 degrees 10 minutes East 987 feet on and along the East line of the West 1/2 of the Northeast 1/4 of said Section 20 to the place of beginning, said parcel of land containing in all after said exception 61.5 acres of land, be the same more or less, subject to all legal highways.

TRACT 5:

Situated in the Township of Richland, County of Defiance, and State of Ohio, described as:

All the East 1/2 of the East 1/2 of the Southeast 1/4, and a part of the East 1/2 of the East 1/2 of the Northeast 1/4, all in Section 20, Town 4 North, Range 5 East, and more particularly described as follows:

Beginning at the Southeast corner of said Section 20 and running thence West on the South line of said Section 20, a distance of 666.36 feet to the Southwest corner of the East 1/2 of the East 1/2 of the Southeast 1/4, Section 20; thence North on the West line of the East 1/2 of the East 1/2 of the Southeast 1/4, a distance of 2647.45 feet to the Northwest corner of the East 1/2 of the East 1/2 of the Southeast 1/4 thence North on the West line of the East 1/2 of the East 1/2 of the Northeast 1/4, a distance of 1514.82 feet to a point; thence North 89 degrees 05 minutes East and a distance of 187 feet to a point; thence, South 81 degrees 51 minutes East a distance of 273 feet to a point; thence North 0 degrees 31 minutes West a distance of 270.25 feet to the low water line of the Maumee River; thence South 67 degrees 31 minutes East and on the low water line of the Maumee River, a distance of 245.3 feet to the point of intersection with the East line of said Section 20; thence South 1 degree 02 minutes West on the East line of Section 20 a distance of

4338.8 feet to the Southeast corner of Section 20 and the place of beginning, said division at land containing 65.14 acres, more or less, but subject to a legal highway.

TRACT 6:

Situated in the Township of Richland, County of Defiance, and State of Ohio:

The East one-half of the East one-half of the Southeast Quarter and the West one-half of the East one-half of the Southeast Quarter and the South part of the East one-half of the East one-half of the Northeast Quarter and the South part of the West one-half of the East one-half of the Northeast Quarter, Section 20, Town 4 North, Range 5 East, Defiance County, Ohio, and more particularly described as follows:

Beginning at the Southwest corner of the East one-half of the Southeast Quarter, Section 20, Town 4 North, Range 5 East, Richland Township, Defiance County, Ohio; thence North 0 Degrees 20 Minutes on the West line of the East one-half of the Southeast Quarter, Section 20, a distance of 2649.92 feet to the Northwest corner of the East one-half of the Southeast Quarter, Section 20; thence North 0 degrees 10 minutes West and on the West line of the East one-half of the Northeast Quarter, Section 20, a distance of 1046.81 feet to a point; thence North 40 degrees 56 minutes East a distance of 620.00 feet to a point; thence North 89 degrees 05 minutes East a distance of 447.00 feet to a point; thence South 81 degrees 51 minutes East a distance of 273.00 feet to a point; thence North 0 degrees 31 minutes West a distance of 270.25 feet to the low water line of the Maumee River; thence South 67 degrees 31 minutes East and on the low water line of the Maumee River a distance of 222.84 feet to the point of intersection with the East line of Section 20; thence South 0 degrees 26 minutes East and on the East line of Section 20 a distance of 4338.80 feet to the Southeast corner of Section 20; thence North 89 degrees 47 minutes West and on the South line of Section 20 a distance of 1332.72 feet to the place of beginning. Said area of land contains 125.76 acres, inclusive of legal highway right-of-way.

Including all strips and gores of land within and adjoining the land described, including all right, title and interest in State Routes 18 and 281 to the centerline thereof. Subject to right of public use in State Routes 18 and 281.

TRACT 7:

Situated in the Township of Richland, County of Defiance, and State of Ohio:

Part of the West Half of Section 21, Town 4 North, Range 5 East, Richland Township, Defiance County, Ohio, and being more particularly described as follows:

Beginning at an iron pin on the West line of the West Half of Section 21, Richland Township, said iron pin being 2,910.00 feet North of the Southwest corner of Section 21; thence North 0 degrees 00 minutes 23 seconds West along the West line of Section 21 a distance of 1,395.66

feet to an iron pin; thence continuing North 0 degrees 00 minutes 23 seconds West along the West line of Section 21 a distance of 20.00 feet to the point where the West line of Section 21 intersects the existing Southerly low water edge of the Maumee River; thence Southeasterly along the Southerly low water edge of the Maumee River the following bearings and distances: South 67 degrees 43 minutes 45 seconds East, 127.14 feet; South 71 degrees 46 minutes 43 seconds East, 294.66 feet; South 74 degrees 08 minutes 25 seconds East, 259.35 feet; South 73 degrees 38 minutes 34 seconds East, 396.85 feet; South 75 degrees 38 minutes 44 seconds East, 208.74 feet; South 79 degrees 59 minutes 21 seconds East, 268.35 feet; thence South 85 degrees 02 minutes 54 seconds East and continuing along the Southerly low water edge of the Maumee River a distance of 65.93 feet to a point; thence South 0 degrees 00 minutes 23 seconds East and parallel to the West line of the West half of the Section 21 a distance of 100.00 feet to an iron pin; thence continuing South 0 degrees 00 minutes 23 seconds East and parallel to the West line of the West Half of the Section 21 a distance of 948.78 feet to an iron pin; thence South 90 degrees 00 minutes 00 seconds West a distance of 1,180.67 feet to an iron pin; thence North 0 degrees 00 minutes 00 seconds East a distance of 60.00 feet to an iron pin; thence South 90 degrees 00 minutes 00 seconds West a distance of 379.34 feet to the point of beginning of the parcel herein described, containing 43.645 acres of land, more or less.

**GM Powertrain Defiance
26427 State Rd., Route 281E
Defiance, Defiance County, OH
LandAmerica File No. 100675**



copy

20070000016
Filed for Record in
DEFIANCE COUNTY, OHIO
JANE M. TADSEN
03-19-2007 At 09:01 am.
UCCL 20.00

200700001379
Filed for Record in
DEFIANCE COUNTY, OHIO
JANE M. TADSEN
03-19-2007 At 09:01 am.
UCC .00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
UCC Filings	800-828-0938
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
National Corporation 41 State Street Suite 600 Albany, NY 12207 melissa@nationalcorp.com	
UNRECORDED RETURN TO: LANDAMERICA - NCS 1050 Wilshire Drive, Suite 310 Troy, MI 48064 Case No. <u>100675</u>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
GENERAL MOTORS CORPORATION						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
300 RENAISSANCE CENTER			DETROIT	MI	48265-3000	
1d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		Corporation	Delaware			
<input type="checkbox"/> NONE						

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
<input type="checkbox"/> NONE						

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
P.O. BOX 2558			HOUSTON	TX	77252	USA

4. THIS FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addressing (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA					F# 179074	
6701-619 -- OH - Defiance County					A# 277658	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

GENERAL MOTORS CORPORATION

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONSADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

 NONE**12. ADDITIONAL SECURED PARTY'S OR ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers debtor to be cut or re-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate
(If Debtor does not have a record interest):GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

 Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years



Instr: 200703210027269 03/21/2007
P: 1 of 4 F: \$15.00 8:20AM
Melvin Phillip McCree T200700073984
Genesee County Register ENV

OFFICE OF DEEDS
RECEIVED

20 03 19 A 9:10

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
UCC Filings	800-828-0938
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
National Corporate Registrars 41 State Street Suite 600 Albany, NY 12207 melissa@nationalcorp.com	
RECORDED RETURN TO: LANDAMERICA - NCS 1050 Wilshire Drive, Suite 310 Troy, MI 48064 Case No. 058015	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

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OR		1b. INDIVIDUAL'S LAST NAME	
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		MIDDLE NAME	
		SUFFIX	
1c. MAILING ADDRESS		CITY	
300 RENAISSANCE CENTER		DETROIT	
		STATE	POSTAL CODE
		MI	48265-3000
		COUNTRY	
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
		Corporation	Delaware
			1g. ORGANIZATIONAL ID #, if any
			0056825 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR		2b. INDIVIDUAL'S LAST NAME	
		FIRST NAME	
		MIDDLE NAME	
		SUFFIX	
2c. MAILING ADDRESS		CITY	
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2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT			
OR		3b. INDIVIDUAL'S LAST NAME	
		FIRST NAME	
		MIDDLE NAME	
		SUFFIX	
3c. MAILING ADDRESS		CITY	
P.O. BOX 2558		HOUSTON	
		STATE	POSTAL CODE
		TX	77252
		COUNTRY	
		USA	

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ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.	7. Check to REQUEST SEARCH REPORT (s) on Debtor(s) (if applicable) (ADDITIONAL FEE)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA					F#179016	
6701-619 -- MI - Genesee County					A#277596	

4/3



Instr: 200703210027269 03/21/2007
 P: 2 of 4 F: \$15.00 8:20AM
 Melvin Phillip McCree T20070007384
 Genesee County Register ENV

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

GENERAL MOTORS CORPORATION

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only gpc name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only gpc name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate
 (if Debtor does not have a record interest):

GENERAL MOTORS CORPORATION
 300 RENAISSANCE CENTER
 DETROIT, MI 48265-3000

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years



Instr: 200703210027269 03/21/2007
 P: 3 of 4 F: \$15.00 8:20AM
 Melvin Phillip McCree T20070007354
 Genesee County Register ENV

EXHIBIT A

A parcel of land to be determined from the following assessed legal descriptions, subject to change upon review of a survey certified to the insurer:

PARCEL 1: That part of the Northeast 1/4 of Section 26, Town 7 North, Range 6 East, lying Southeasterly of the Southeasterly line of Grand Trunk Western Railroad right of way; also the Southeast 1/4 of said section, except beginning at the Southeasterly corner of said section; thence Northerly along the Easterly line of said section 196.46 feet; thence Southwesterly 355.58 feet to a point on the Southerly line of said section, 294.71 feet Westerly from the beginning; thence Easterly along said Southerly line, 294.71 feet to the point of beginning; also, part of the West 1/3 of said section described as: Beginning at a point on the Southerly line of said section, 2116.52 feet North 88 degrees 24 minutes 30 seconds East from the Southwesterly corner of said section; thence North 39 degrees 57 minutes West to the Westerly line of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said section; thence North 01 degree 09 minutes 45 seconds West along the said Westerly line to a line 1100 feet Northerly from and parallel with the Southerly line of said section; thence South 88 degrees 24 minutes 30 seconds West 84.24 feet; thence North 10 degrees 19 minutes 36 seconds West, 159.06 feet; thence North 15 degrees 52 minutes 39 seconds West, 74.89 feet; thence North 18 degrees 17 minutes 14 seconds, 289.03 feet; thence North 24 degrees 16 minutes 49 seconds West, 337.70 feet; thence North 28 degrees 26 minutes 08 seconds West, 747.71 feet; thence North 22 degrees 30 minutes 23 seconds West, 707 feet; thence North 15 degrees 07 minutes 54 seconds West, 124.25 feet to the Southerly line of said railroad right of way; thence North 51 degrees 00 minutes 54 seconds East along said Southerly line to the Northerly limits line of the City of Flint; thence Easterly along said Northerly line to the North and South 1/4 line of said section; thence Southerly along said North and South line to the South 1/4 corner of said section; thence Westerly along Southerly line of said section, 522.77 feet to the point of beginning, except for that parcel of land described as follows: Commencing at the Southeast corner of Section 25, Town 7 North, Range 5 East; thence South 89 degrees 40 minutes 01 second West a distance of 412.64 feet; thence North 00 degrees 19 minutes 59 seconds West, a distance of 50.00 feet to the North right-of-way line of Bristol Road and the point of beginning; commencing at the point of beginning, thence North 89 degrees 40 minutes 01 second East, a distance of 189.00 feet; thence North 57 degrees 57 minutes 13 seconds East, a distance of 19.02 feet; thence South 89 degrees 40 minutes 01 second West, a distance of 205.19 feet; thence South 00 degrees 19 minutes 59 seconds East a distance of 10.00 feet to the point of

(Continued)



Instr: 200703210027269 03/21/2007
P: 4 of 4 F \$15.00 8:20AM
Melvin Phillip McCree T20070007384
Genesee County Register ENV

beginning.

PARCEL 2: That part of the Southeast 1/4 of fractional Section 23, Town 7 North, Range 6 East, lying Westerly of the Westerly line of Van Slyke Road and Southeasterly of the Southeasterly line of the Grand Trunk Western Railroad right of way.

PARCEL 3: A parcel of land beginning North 00 degrees 30 seconds East 702.24 feet from the interior 1/4 corner of said section; thence South 89 degrees 56 minutes 15 seconds West 328.60 feet; thence North 52 degrees 15 minutes West 109.08 feet; thence North 00 degrees 00 minutes 30 seconds East 376.18 feet; thence North 83 degrees 00 minutes 41 seconds East 220.93 feet; thence North 89 degrees 34 minutes 30 seconds East 105.62 feet; thence North 00 degrees 00 minutes 30 seconds East 112.85 feet; thence North 49 degrees 29 minutes 26 seconds East 19 feet; thence North 11 degrees 22 minutes 20 seconds West 18 feet; thence North 46 degrees 30 minutes 41 seconds East 122.84 feet; thence South 00 degrees 00 minutes 30 seconds West 901.42 feet to the place of beginning.

**GM Powertrain Flint Engine South
2100 Bristol Rd
Flint, Genesee County, MI
LandAmerica File No. 098615**

Bernard J. Youngblood
Wayne County Register of Deeds

March 19, 2007 02:08 PM
Liber 46088 Page 451-453

#207102315 FXF FEE: \$21.00



2007 MAR 19 PM 2:08

BERNARD J. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RECORDED RETURN TO:
 LANDAMERICA - NCS
 1050 Wilshire Drive, Suite 310
 Troy, MI 48064
 Case No. 056066
 melissa@nationalcorp.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Corporation Delaware 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR or ASSIGNOR'S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA F#179076
 6701-619 -- MI - Wayne County A#277660

FXF 156 R 39A 83

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	1a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION		
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11a. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11a. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or ice-extracted collateral, or is filed as a future filing.

14. Description of real estate.

SEE ATTACHED EXHIBIT A

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

15. Additional collateral description.

17. Check only if applicable and check only one box.Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filled in connection with a Manufactured-Home Transaction — effective 30 years
 Filled in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

Land situated in the City of Livonia, County of Wayne, State of Michigan,
described as:

PARCEL A:

That part of the Southwest 1/4 of Section 25, Township 1 South, Range 9 East,
City of Livonia, Wayne County, Michigan, described as: Beginning due South
49.5 feet and South 89 degrees 27 minutes 40 seconds East, 105 feet from the
West 1/4 corner of said Section 25; thence South 89 degrees 27 minutes 40
seconds East, 1873.73 feet; thence South 02 degrees 49 minutes 27 seconds West,
237.35 feet; thence North 87 degrees 13 minutes 27 seconds West, 661.60 feet;
thence South 00 degrees 19 minutes 20 seconds West, 1036.10 feet; thence North
89 degrees 54 minutes 10 seconds West, 1262.35 feet; thence North 00 degrees 33
minutes 50 seconds East, 502.85 feet; thence South 89 degrees 38 minutes 20
seconds East, 300 feet; thence North 00 degrees 33 minutes 50 seconds East,
249.9 feet; thence South 89 degrees 38 minutes 20 seconds East, 93.50 feet,
thence North 00 degrees 33 minutes 50 seconds East, 249.95 feet; thence South
89 degrees 47 minutes West, 368.55 feet; thence North 04 degrees 35 minutes 45
seconds East, 285.13 feet to the point of beginning.

**GM Powertrain Livonia
12200 Middlebelt Rd
Livonia, Wayne County, MI
LandAmerica File No. 098606**

Bernard J. Youngblood
Wayne County Register of Deeds
March 19, 2007 02:08 PM
Liber 46088 Page 454-457

2007 MAR 19 PM 2:08

#207102316 FXF FEE: \$24.00
[Barcode]

UCC FINANCING STATEMENT

BERNARD J. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

NATIONAL CORPORATION
 41 State Street
 Suite 600
 Albany, NY 12207
 melissa@nationalcorp.com

WHEN RECORDED RETURN TO:
LANDAMERICA - NCS
 1050 Wilshire Drive, Suite 310
 Troy, MI 48064
 Case No. 095008

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Corporation Delaware 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOC SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
6701-619 -- MI - Wayne County F#179079 A#277663

FXF 186R 4pg (A) 83

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

GENERAL MOTORS CORPORATION

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (insert only org name (11a or 11b) - do not abbreviate or combine names)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

 NONE**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - (insert only org name (12a or 12b))**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or oil-extracted collateral, or is filed as a fixture filing.

14. Description of real estate.

SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

 Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A**PARCEL A:**

Part of the West 1/2 of Section 5, Town 3 South, Range 9 East, and Part of the Southeast 1/4 of Section 6, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as: Beginning at the intersection of the North line of Ecorse Road and the West line of the Chesapeake & Ohio Railroad right-of-way, said point being South 89 degrees 54 minutes 20 seconds West, 42.5 feet and North 00 degrees 01 minutes 30 seconds West, 60.00 feet from the South 1/4 corner of Section 5; thence South 89 degrees 54 minutes 20 seconds West, 2653.46 feet and South 88 degrees 13 minutes 20 seconds West, 91.38 feet, along said North line of Ecorse Road; thence North 00 degrees 04 minutes 57 seconds West, 815.57 feet; thence North 89 degrees 55 minutes 03 seconds East, 32.00 feet; thence North 00 degrees 04 minutes 57 seconds West, 1730.75 feet; thence North 88 degrees 10 minutes 00 seconds East, 77.47 feet; thence North 00 degrees 12 minutes 50 seconds East, 328.83 feet; thence South 88 degrees 47 minutes 10 seconds East, 626.51 feet; thence South 00 degrees 06 minutes 34 seconds East, 315.47 feet; thence North 89 degrees 59 minutes 00 seconds East, 957.35 feet; thence South 00 degrees 01 minutes 38 seconds East, 475.24 feet; thence South 66 degrees 54 minutes 53 seconds East, 611.46 feet; thence South 89 degrees 26 minutes 29 seconds East, 489.98 feet, to the West line of Chesapeake & Ohio Railroad right-of-way; thence South 00 degrees 01 minutes 30 seconds East, 1822.42 feet, along said line to the point of beginning.

Together with and subject to the easements as set forth in the Easement Agreement recorded July 22, 1993 in Liber 26680, Page 160, Wayne County Records.

PARCEL B:

Part of the Southeast 1/4 of Section 6, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as: Beginning at a point on the North line of Ecorse Road, said point being North 00 degrees 19 minutes 30 seconds East, 60.00 feet and South 88 degrees 13 minutes 20 seconds West, 91.38 feet from the Southeast corner of Section 6; thence along said North line of Ecorse Road, South 88 degrees 13 minutes 20 seconds West, 1221.70 feet; thence North 00 degrees 25 minutes 10 seconds East, 1258.54 feet; thence North 00 degrees 18 minutes 40 seconds East, 635.81 feet; thence North 00 degrees 23 minutes 00 seconds East, 650.53 feet; thence North 88 degrees 10 minutes 00 seconds East, 1233.06 feet; thence South 00 degrees 04 minutes 57 seconds East, 1730.75 feet; thence South 89 degrees 55 minutes 03 seconds West, 32.0 feet; thence South 00 degrees 04 minutes 57 seconds East, 815.57 feet to the point of beginning.

PARCEL C:

A parcel of land lying Southerly of Van Born Road between Cogswell Road and the Chesapeake & Ohio Railroad, City of Romulus, Wayne County, Michigan, Part of the Northwest 1/4 of Section 5, Town 3 South, Range 9 East, and part of the Northeast 1/4 of Section 6, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, being more particularly described as follows: Commencing at the Northerly section corner common to Sections 5 and 6, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan; running thence South 00 degrees 10 minutes 37 seconds West along the section line common to said Sections 5 and 6, a distance of 60.00 feet to a point on the South line of Van Born Road (120 feet wide); thence North 89 degrees 52 minutes 40 seconds East along the South line of said Van Born Road, a distance of 217.02 feet to a point; thence South 00 degrees 10 minutes 40 seconds West, a distance of 1495.23 feet to the point of beginning of the parcel of land being described herein; proceeding thence from said point of beginning, South 00 degrees 10 minutes 40 seconds West, a distance of 689.92 feet to a point; thence North 88 degrees 47 minutes 10 seconds West, a distance of 217.02 feet to a point on the

line common to said Sections 5 and 6; thence South 00 degrees 12 minutes 50 seconds West along said line common to said Sections 5 and 6, a measured distance of 328.83 feet (radius 330.12 feet) to the 1/4 corner common to said Sections 5 and 6; thence South 88 degrees 10 minutes 00 seconds West, along the East-West 1/4 line of said Section 6, a distance of 329.79 feet to a point; thence North 00 degrees 10 minutes 16 seconds East along the West line of the East 1/4 of the East 1/2 of the Northeast 1/4 of said Section 6, a distance of 931.30 feet to a point; thence South 89 degrees 49 minutes 44 seconds East, a distance of 511.17 feet to a point; thence North 20 degrees 46 minutes 25 seconds East along a line, 12.00 feet more or less, Westerly of and parallel to the Westerly top of bank of the McClaughrey Drain, as now exists, a distance of 101.52 feet to the point of beginning.

PARCEL D:

Part of the Northwest 1/4 of Section 5, Town 3 South, Range 9 East, City of Romulus, County of Wayne, State of Michigan, described as: Beginning North 0 degrees 10 minutes 40 seconds East 328.83 feet and South 88 degrees 47 minutes 10 seconds East 217.02 feet from West 1/4 corner of said Section 5; thence North 0 degrees 10 minutes 40 seconds West 939.24 feet; thence North 89 degrees 52 minutes 40 seconds East 1086.48 feet; thence South 0 degrees 27 minutes 46 seconds West 811.37 feet; thence North 89 degrees 58 minutes 20 seconds East 290.49 feet; thence South 0 degrees 01 minutes 30 seconds East 454 feet; thence South 89 degrees 53 minutes West 963.53 feet; thence North 0 degrees 06 minutes 34 seconds West 315.27 feet; thence North 88 degrees 47 minutes 10 seconds West 409.49 feet to the point of beginning.

Together with and subject to the easements as set forth in the Easement Agreement recorded July 22, 1993 in Liber 26680, Page 160, Wayne County Records.

GM Powertrain Romulus Engine
36880 Ecorse Rd
Romulus, Wayne County, MI
LandAmerica File No. 098608

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

~~National Corporate Research~~
 41 State Street
 Suite 600
 Albany, NY 12207
 melissa@nationalcorp.com

WHICH RECORDED RETURN TO:
 LANDAMERICA - NCS
 1050 Wilshire Drive, Suite 310
 Troy, MI 48064
 Case No. 100786

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 GENERAL MOTORS CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
 300 RENAISSANCE CENTER CITY DETROIT STATE MI POSTAL CODE 48265-3000 COUNTRY

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION Delaware 1g. ORGANIZATIONAL ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY HOUSTON STATE TX POSTAL CODE 77252 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Asset Abandonment 7. Check to REQUEST SEARCH REPORT (S) on Debtor(S) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA F#179049 A#277633

6701-619 -- NY - Erie County

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

no acknowledgment

801-5

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME/SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers similar to be out or as-extended collateral, or is filed as a future filing.

14. Description of real estate:
SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction -- enclose 30 years
 Filed in connection with a Public-Finance Transaction -- effective 30 years

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Tonawanda, County of Erie and State of New York, being part of Lot Numbers 102 and 103 of the Mile Strip (also known as the New York State Reservation), more particularly described as follows:

COMMENCING at a point in the northwesterly line of Vulcan Street (formerly O'Neil Street) at the intersection of the same with the northwesterly extension of the northeasterly line of Newfield Street; thence southwesterly along the northwesterly line of said Vulcan Street, a distance of 62.26 feet to the POINT OF BEGINNING.

1. Thence southwesterly continuing along the northwesterly line of said Vulcan Street, a distance of 1340.39 feet to a point which is 760.98 feet northeasterly from the northeast line of Tonawanda Street, as measured along the northwest line of Vulcan Street;
2. Thence northwesterly turning an interior angle to the left of $89^{\circ} 55' 57''$ with last said course, a distance of 330.65 feet to a point;
3. Thence continuing northwesterly, and running along the northeast line of Map Cover 288, turning an interior angle to the left of $179^{\circ} 32' 38''$ with last said course, a distance of 792.00 feet to a point;
4. Thence southwesterly turning an interior angle to the left of $270^{\circ} 15' 07''$ with last said course, a distance of 130.00 feet to a point in the northeasterly line of Irene Street as shown on Map Cover 288;
5. Thence northwesterly along the northeasterly line of said Irene Street turning an interior angle to the left of $89^{\circ} 44' 53''$ with last said course, a distance of 65.83 feet to the intersection of said line with the northwesterly line of Edgar Street, as a 66 foot wide right of way;

(continued next page)

6. Thence southwesterly along said northwesterly line of Edgar Street, a distance of 60.74 feet to the intersection of said northwesterly line of Edgar Street with the southeasterly extension of the northeasterly line of lands previously conveyed by General Motors to the Erie County Industrial Development Agency (ECIDA) by deed recorded in Liber 10916 of Deeds at page 7448;
7. Thence northwesterly turning an interior angle to the left of $89^{\circ} 39' 24''$ with last said course, a distance of 300.58 feet to a point;
8. Thence northeasterly turning an interior angle to the left of $90^{\circ} 00' 00''$ with last said course, a distance of 935.82 feet to a point;
9. Thence southeasterly turning an interior angle to the left of $91^{\circ} 12' 51''$ with last said course, a distance of 109.04 feet to a point;
10. Thence northeasterly, turning an interior angle to the left of $269^{\circ} 08' 13''$ with last said course, a distance of 367.88 feet to a point in the southwesterly line of UAW-GM Boulevard, a public right of way;
11. Thence southeasterly along said southwesterly line of UAW-GM Boulevard, a distance of 53.00 feet to a point in the northwesterly line of lands conveyed to the ECIDA by deed recorded in Liber 10986 of Deeds at page 426;
12. Thence southwesterly along the northwesterly line of last said ECIDA lands, a distance of 82.00 feet to a point;
13. Thence southeasterly along the southwesterly line of last said ECIDA lands, a distance of 588.51 feet more or less to the most southerly corner thereof;

(continued next page)

14. Thence northeasterly along the southeasterly line of last said ECIDA lands, a distance of 360.00 feet to the point designated as the "true point of beginning" of said ECIDA lands by last said deed;
15. Thence southeasterly turning an interior angle to the left of $89^{\circ} 59' 26''$ with last said course, a distance of 593.45 feet to the northeasterly corner of a life estate parcel conveyed to Nichter by deed recorded in Liber 10887 of Deeds at page 7348;
16. Thence southwesterly along the northwesterly line of last said Nichter parcel, and southwesterly prolongation thereof turning an interior angle to the left of $90^{\circ} 00' 00''$ with last said course, a distance of 62.26 feet to a point;

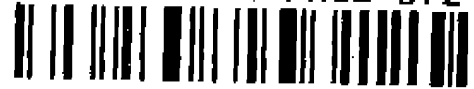
THENCE southeasterly turning an interior angle to the left of $270^{\circ} 00' 00''$ with last said course, a distance of 140.00 feet to the POINT OF BEGINNING.

TOGETHER with benefits and subject to burdens of an Easement Agreement between DTE Tonawanda, LLC and General Motors Corporation recorded in Liber 10983 of Deeds at page 2047.

**GM Powertrain Tonawanda
2995 River Rd
Buffalo, Erie County, NY
LandAmerica File No. 100686**

REC'D MAR 19 2007 11:00 AM

7043538
LIBER 18584 PAGE 372



03/19/2007 04:10:20 P.M.
MACOMB COUNTY, MI SEAL
CARMELLA SABAUGH, REGISTER OF DEEDS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

National Corporate Services
 41 State Street
 Suite 600
 Albany, NY 12207
 melissa@nationalcorp.com

WHEN RECORDED RETURN TO:
LANDAMERICA - NCS
 1050 Wilshire Drive, Suite 310
 Troy, MI 48064
 Case No. **098000E**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Corporation Delaware 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA
6701-619 -- MI - Macomb County F#179082
 A#277666

Liber 018584 Page 00374

EXHIBIT A

Land situated in the City of Warren, County of Macomb, State of Michigan,
described as:

PARCEL F:

Part of the West 1/2 of Section 28, Town 1 North, Range 12 East, described as:
Commencing at the Southwest corner of Section 28; thence North 89 degrees 36
minutes 30 seconds East, 102 feet; thence North 60 feet to the Point of
Beginning; thence North 2591.73 feet and North 00 degrees 14 minutes East,
along the East sideline of Mound Road (204 feet wide), 148.41 feet; thence
South 89 degrees 50 minutes East, 571 feet; thence North 00 degrees 14 minutes
East, 430 feet; thence South 89 degrees 50 minutes East, 1199.91 feet; thence
South 00 degrees 11 minutes East, 3152.82 feet; thence South 89 degrees 36
minutes 30 seconds West, 1783.39 feet along the North sideline of 9 Mile Road
(120 feet wide) to the Point of Beginning; EXCEPT LOTS 12, 13 and 14 of
ASSESSOR'S PLAT NO. 8, City of Centerline, as recorded in Liber 13 of Plats,
Page 21, Macomb County Records.

EXCEPT: A parcel of land being part of the West 1/2 of Section 28, Town 1
North, Range 12 East, described as: Beginning at a point on the East line of
Mound Road (204 feet wide) distant North 89 degrees 36 minutes 30 seconds East,
102 feet, and North 2651.73 feet and North 00 degrees 14 minutes East, 19.63
feet from the Southwest corner of said Section 28 and proceeding thence North
00 degrees 14 minutes East, 128.79 feet along the East line of Mound Road (204
feet wide); thence South 89 degrees 50 minutes 00 seconds East, 571.00 feet;
thence South 00 degrees 14 minutes 00 seconds West, 140.23 feet; thence South
73 degrees 45 minutes 00 seconds West, 32.50 feet; thence North 89 degrees 50
minutes 52 seconds West, 499.55 feet; thence North 62 degrees 28 minutes West,
45.22 feet to the Point of Beginning.

**GM Powertrain Warren Transmission
23500 Mound Rd
Warren, Macomb County, MI
LandAmerica File No. 098620F**



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



ACS-5781628-FF-2007-6
Lawrence Kestenbaum, Washtenaw

03:30 P
03/19/07

L-4615 P-88

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filings 800-828-0938

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

National Corporation
41 State Street
Suite 600
Albany, NY 12207
melissa@nationalcorp.com

RECORDED RETURN TO:
LANDAMERICA - NCS
1050 Walshe Drive, Suite 310
Troy, MI 48064
Case No. 09817



OFFICIAL SEAL

03/19/07

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Registrar

L-4615 P-88

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 RENAISSANCE CENTER DETROIT MI 48265-3000

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION Delaware 1g. ORGANIZATIONAL ID #, if any 0056825 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P.O. BOX 2558 HOUSTON TX 77252 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL FIXTURES LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT A ATTACHED
HERETO AND INCORPORATED BY REFERENCE HEREIN.

THIS IS A FIXTURE FILING AND SHOULD BE INDEXED IN THE REAL ESTATE RECORDS.

6

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA
6701-619 -- MI - Washtenaw County F#179083 A#277667



ACS-5781626-FF-2007-6
Lawrence Keetenbaum, Washtenaw

03:30 P
03/19/07

L-4615 P-88

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME
		MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME
		MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MI 48265-3000**

17. Check only if applicable and check only one box.

Debtor is Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

Page: 3 of 6



ACS-5781628-FF-2007-8
 Lawrence Keenanbaum, Washtenaw

03:28 P
 03/19/07

L-4615 P-88

(Washtenaw Cty.)

EXHIBIT A

Situated in Ypsilanti ^{Two} ~~City~~, Washtenaw County, Michigan (LAK)

PARCEL 1 Washtenaw County, DESCRIBED ON TAX ROLLS AS:

Commencing at the Northeast corner of Section; thence South 1 degree 25 minutes 10 seconds West, 83.14 feet in East line of Section for the point of beginning; thence South 01 degree 25 minutes 10 seconds West, 749.02 feet; thence South 89 degrees 57 minutes 40 West, 273.70 feet; thence South 00 degrees 02 minutes 20 seconds West, 581.42 feet; thence South 20 degrees 35 minutes 45 seconds East, 546.30 feet; thence South 847.82 feet; thence East 51.75 feet; thence South 26.97 feet; thence along a curve to the right, curve having a radius of 401.82 feet, a central angle of 1 degree 39 minutes 11 seconds, chord which bears South 23 minutes 32 seconds 07 minutes West, a distance of 11.59 feet; thence West, 47.12 feet; thence South 67.85 feet; thence West 324.92 feet; thence South 00 degrees 38 minutes 45 seconds West, 16.44 feet; thence West, 648.73 feet; thence South 00 degrees 08 minutes 45 seconds West, 127.05 feet; thence West, 1652.28 feet; thence South 73 degrees 53 minutes 36 seconds West, 239.20 feet; thence North 89 degrees 55 minutes 54 seconds West, 712.71 feet; thence North 29 degrees 31 minutes 47 seconds West, 93.50 feet; thence South 78 degrees 02 minutes 40 seconds West, 111.75 feet; thence South 00 degrees 18 minutes 58 seconds West, 29.55; thence South 89 degrees 59 minutes 40 seconds West, 115.00 feet; thence North 23 degrees 31 minutes 00 seconds East, 292.26 feet; thence North 00 degrees 20 minutes 50 seconds East, 38.57 feet; thence North 88 degrees 53 minutes 40 seconds East, 1241.41 feet; thence North 00 degrees 01 minutes 40 seconds East, 1311.38 feet; thence North 88 degrees 15 minutes 48 seconds east, 1275.36 feet; thence north 00 degrees 44 minutes 00 seconds East, 1191.22 feet; thence along a curve to the right, said curve having a radius of 1512.88 feet, a central angle of 14 degrees 37 minutes 30 seconds, a chord which bears North 80 degrees 08 minutes 00 seconds East, 386.17 feet; thence North 87 degrees 33 minutes 50 seconds East, 617.91 feet; thence North 87 degrees 44 minutes 52 seconds East, 294.77 feet to the point of beginning. Being a part of Section 12, Town 3 South, Range 7 East.

PARCEL 2 Washtenaw County, DESCRIBED ON TAX ROLLS AS:

Beginning at center of Section; thence North 0 degrees 01 minutes 40 seconds East, 1311.28 feet; thence North 88 degrees 15 minutes 48 seconds East, 1275.36 feet; thence North 0 degrees 44 minutes East, 1191.22 feet; thence West in arc of curve left, radius 1512.88 feet to point of tangency; thence South 61 degrees 04 minutes 40 seconds West, 456.56 feet; thence North 184.59 feet; thence West, 181.00 feet; thence South 284.30 feet; thence South 61 degrees 04 minutes 40 seconds West, 1297.17 feet; thence 431.02 feet in arc of curve right, radius 2914.93 feet, chord South 65 degrees 18 minutes 50 seconds West, 430.63 feet; thence South 69 degrees 33 minutes 00 seconds West, 931.90 feet; thence 568.88 feet in arc of curve left, radius 5679.65 feet, chord South 66 degrees 40 minutes 40 seconds West, 568.65 feet; thence South 63 degrees 48 minutes 40 seconds West, 84.88 feet; thence Northwesterly to a point South 00 degrees 27 minutes 23 seconds West, 1893.39 feet from the Northwest corner of Section; thence North 0 degrees 27 minutes 23 seconds East, 927.30 feet; thence 1235.0 feet in arc of a curve right, radius 3967.56 feet, chord North 58 degrees 39 minutes 51 East, 1230.02 feet; thence South 20 degrees 55 minutes 15 seconds East, 283.06 feet; thence 390.84 feet in arc of curve right, radius 1362.69 feet, chord South 12 degrees 49 minutes 50 East, 389.50 feet; thence South 4 degrees 36 minutes 50 seconds East, 408.92 feet; thence North 69 degrees 34 minutes 21 seconds East, 83.40 feet, thence North 69 degrees 33 minutes 20 seconds East, 20.54 feet; thence North 04 degrees 36 minutes 50 seconds West, 380.59 feet; thence 119.52 feet in arc of curve left, radius 1462.69 feet, chord North 12 degrees 49 minutes 50 seconds West, 416.09 feet; thence North 20 degrees 55 minutes 15 seconds West, 284.08 feet; thence 669.08 feet in arc of curve right, radius



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Lawrence Kastenbaum, Washtenaw

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03:30 P
03/19/07

3967.56 feet, chord North 73 degrees 52 minutes 13 seconds East, 668.29 feet; thence North 78 degrees 42 minutes 05 seconds East, 325.43 feet; thence 845.04 feet in arc of curve right, radius 618.70 feet, chord South 62 degrees 04 minutes East, 780.87 feet; thence South 22 degrees 10 minutes West, 280.52 feet; thence South 61 degrees 05 minutes 34 seconds West, 958.34 feet; thence 426.13 feet in arc of curve right, radius 2885.02 feet, chord South 65 degrees 19 minutes 27 seconds West, 425.74 feet; thence South 69 degrees 33 minutes 20 seconds West, 121.34 feet; thence South 69 degrees 34 minutes 21 seconds West, 805.88 feet; thence 583.35 feet in arc of curve left, radius 5827.39 feet, chord South 66 degrees 41 minutes 21 seconds West, 583.11 feet; thence South 63 degrees 55 minutes 11 seconds East, 73.56; thence Southeasterly to a point North 0 degrees 27 minutes 20 seconds East, 744.54 feet and North 69 degrees 33 minutes 30 seconds East, 18.58 feet from West 1/4 corner of Section; thence South 17 degrees 43 minutes 30 seconds East, 656.29 feet; thence South 34 degrees 16 minutes 41 seconds East, 264.00 feet; thence South 75 degrees 19 minutes 00 seconds East, 750.58 feet; thence North 89 degrees 59 minutes 40 seconds East, 143.62 feet; thence North 23 degrees 31 minutes 00 seconds East, 292.28 feet; thence 0 degrees 20 minutes 50 seconds East, 38.51 feet; thence North 88 degrees 53 minutes 40 seconds East, 1241.41 feet to point of beginning, ALSO, that part of Section 1 and 12 which lies Northerly of Old Ecorse Road (Abandoned), Easterly of GM Plant entrance, Southerly of Willow Run Expressway, Westerly of E/L of Sections 1 and 12, being part of Southeasterly 1/4, Section 1 and part of entire Section 12 Town, 3 South, Range 7 East.

EXCEPT that part deeded to Beyer Drain, Willow Run Drain and Ypsilanti Township Drain No. 7 as recorded in Liber 1781, Page 27, Washtenaw County Records, to wit:

Commencing at the Northwest corner of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, and proceeding thence South 00 degrees 27 minutes 23 seconds West 1893.39 feet and South 17 degrees 41 minutes 20 seconds East 281.68 feet to the point of beginning proceeding thence North 57 degrees 53 minutes 19 seconds East 87.86 feet; Thence North 58 degrees 22 minutes 14 seconds East 59.17 feet; Thence North 83 degrees 46 minutes 45 seconds East 104.57 feet; Thence South 88 degrees 37 minutes 01 second East 78.27 feet; Thence North 69 degrees 02 minutes 34 seconds East 86.16 feet; Thence North 74 degrees 32 minutes 42 seconds East 91.61 feet; Thence North 70 degrees 49 minutes 58 seconds East 75.01 feet; Thence North 35 degrees 03 minutes 54 seconds East 92.30 feet; Thence North 58 degrees 55 minutes 04 seconds East 55.22 feet; Thence North 17 degrees 21 minutes 29 seconds East 68.56 feet; Thence North 17 degrees 03 minutes 22 seconds East 54.40 feet; Thence North 00 degrees 42 minutes 15 seconds East 85.68 feet; Thence North 44 degrees 23 minutes 10 seconds West 61.99 feet; Thence North 04 degrees 57 minutes 08 seconds West 92.83 feet; Thence North 04 degrees 37 minutes 27 seconds East 113.77 feet; Thence North 46 degrees 01 minute 17 seconds West 92.21 feet; Thence North 74 degrees 40 minutes 08 seconds West 93.32 feet; Thence South 85 degrees 30 minutes 36 seconds West 89.47 feet; Thence North 58 degrees 54 minutes 29 seconds West 63.20 feet; Thence North 21 degrees 00 minutes 09 seconds East 47.96 feet; Thence North 76 degrees 01 minute 30 seconds East 96.30 feet; Thence North 79 degrees 41 minutes 35 seconds East



ACS-5781628-FF-2007-6

Lawrence Kaatenbaum, Washington

03:30 P
03/19/07

L-4615 P-88

133.41 feet; Thence South 62 degrees 36 minutes 10 seconds East 144.02 feet; Thence North 73 degrees 29 minutes 01 second East 90.60 feet; Thence North 64 degrees 54 minutes 53 seconds East 87.17 feet; Thence North 50 degrees 19 minutes 07 seconds East 74.99 feet; Thence North 02 degrees 06 minutes 41 seconds East 153.11 feet; Thence North 03 degrees 10 minutes 51 seconds East 98.66 feet;

Thence North 02 degrees 01 minute 48 seconds East 73.23 feet; Thence North 01 degree 33 minutes 01 second West 127.84 feet; Thence North 11 degrees 57 minutes 20 seconds West 101.65 feet; Thence North 07 degrees 04 minutes 52 seconds East 137.67 feet; Thence North 08 degrees 34 minutes 53 seconds West 83.90 feet; Thence North 53 degrees 48 minutes 59 seconds East 71.30 feet; Thence South 20 degrees 55 minutes 15 seconds East 233.06 feet; Thence 190.84 feet along the arc of a curve to the right having a radius of 1362.69 feet passing through a central angle of 16 degrees 25 minutes 00 seconds West a long chord bearing South 12 degrees 49 minutes 50 seconds East 189.50 feet; Thence South 04 degrees 36 minutes 50 seconds East 233.25 feet; Thence South 20 degrees 37 minutes 49 seconds West 90.38 feet; Thence South 69 degrees 36 minutes 11 seconds West 46.74 feet; Thence South 40 degrees 42 minutes 35 seconds West 43.95 feet; Thence South 75 degrees 28 minutes 45 seconds West 118.86 feet; Thence South 60 degrees 36 minutes 22 seconds West 39.60 feet; Thence South 89 degrees 01 minute 39 seconds West 43.05 feet; Thence South 60 degrees 18 minutes 26 seconds West 70.74 feet; Thence South 13 degrees 43 minutes 17 seconds West 67.50 feet; Thence South 11 degrees 32 minutes 30 seconds East 65.19 feet; Thence South 15 degrees 11 minutes 25 seconds East 44.91 feet; Thence South 10 degrees 35 minutes 29 seconds East 115.59 feet; Thence South 16 degrees 05 minutes 51 seconds East 94.03 feet; Thence South 02 degrees 37 minutes 46 seconds West 88.24 feet; Thence South 20 degrees 43 minutes 09 seconds East 80.28 feet; Thence South 33 degrees 34 minutes 26 seconds East 80.53 feet; Thence South 16 degrees 24 minutes 34 seconds East 80.48 feet; Thence South 17 degrees 35 minutes 43 seconds East 218.61 feet; Thence South 44 degrees 45 minutes 42 seconds East 23.25 feet; Thence South 35 degrees 44 minutes 20 seconds East 153.06 feet; Thence South 51 degrees 10 minutes 30 seconds East 83.14 feet; Thence South 09

degrees 38 minutes 11 seconds East 83.57 feet; Thence South 01 degree 45 minutes 03 seconds West 109.79 feet; Thence South 31 degrees 22 minutes 45 seconds West 28.47 feet; Thence South 71 degrees 50 minutes 27 seconds West 44.80 feet; Thence South 89 degrees 36 minutes 14 seconds West 79.33 feet; Thence North 73 degrees 01 minute 57 seconds West 106.85 feet; Thence North 52 degrees 06 minutes 00 seconds West 67.16 feet; Thence North 26 degrees 55 minutes 41 seconds West 107.14 feet; Thence North 24 degrees 51



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 Lawrence Kastenbaum, Washtenaw

Page: 6 of 6

03:30 P
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L-4615 P-00

minutes 44 seconds West 167.55 feet;
 Thence North 11 degrees 53 minutes 00
 seconds West 98.90 feet; Thence North 32
 degrees 49 minutes 49 seconds East 51.48
 feet; Thence North 20 degrees 59 minutes
 39 seconds West 62.61 feet; Thence North
 41 degrees 29 minutes 39 seconds West
 127.51 feet; Thence North 81 degrees 47
 minutes 24 seconds West 95.70 feet;
 Thence South 56 degrees 19 minutes 26
 seconds West 61.37 feet; Thence South 62
 degrees 44 minutes 44 seconds West
 117.99 feet; Thence South 74 degrees 57
 minutes 39 seconds West 103.97 feet;
 Thence North 89 degrees 59 minutes 08
 seconds West 132.93 feet; Thence South
 70 degrees 10 minutes 04 seconds West
 76.60 feet; Thence South 14 degrees 30
 minutes 35 seconds West 91.37 feet;
 Thence South 00 degrees 17 minutes 13
 seconds East 116.77 feet; Thence South
 07 degrees 38 minutes 28 seconds West
 76.94 feet; Thence North 43 degrees 54
 minutes 57 seconds West 4.23 feet;
 Thence North 17 degrees 41 minutes 20
 seconds West 382.44 feet to the point of
 beginning and containing 16.120 acres of
 land more or less,

**GM Powertrain Willow Run
 Ecorse and Ward
 Ypsilanti, Washtenaw County, MI
 LandAmerica File No. 098617**

**SUBMITTED
 FOR RECORDING**

MAR 19 2007

**Washtenaw County, MI
 Clerk Register's Office**