KELLEY DRYE & WARREN LLP John M. Callagy Nicholas J. Panarella Martin A. Krolewski 101 Park Avenue New York, New York 10178 Telephone: (212) 808-7800

Response Deadline: August 5, 2010 Reply Deadline: August 26, 2010 Hearing Date: October 21, 2010

Attorneys for Defendant JPMorgan Chase Bank, N.A.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

MOTORS LIQUIDATION COMPANY, et al.,

Debtors.

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MOTORS LIQUIDATION COMPANY f/k/a GENERAL MOTORS CORPORATION,

Plaintiff.

VS.

JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent for Various lenders party to the Term Loan Agreement described herein, *et al.*,

Defendants.

Chapter 11 Case

Case No. 09-50026 (REG)

(Jointly Administered)

Adversary Proceeding

Case No. 09-00504 (REG)

DECLARATION OF JOHN M. CALLAGY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT OF JPMORGAN CHASE BANK, N.A.

JOHN M. CALLAGY declares, pursuant to 28 U.S.C. § 1746, that:

I am a member of the firm of Kelley Drye & Warren LLP, counsel for Defendant JPMorgan Chase Bank, N.A. ("JPMCB") in this adversary proceeding. I make this Declaration in support of JPMCB's motion for summary judgment pursuant to Rule 56 of the Federal Rules

of Civil Procedure and as incorporated by Rule 7056 of the Federal Rules of Bankruptcy Procedure.

- 1. Attached hereto as Exhibit 1 is a true and correct copy of the minuscript of the January 27, 2010 deposition of Michael Perlowski.
- 2. Attached hereto as Exhibit 2 is a true and correct copy of the minuscript of the January 27, 2010 deposition of Ryan Green.
- 3. Attached hereto as Exhibit 3 is a true and correct copy of the minuscript of the January 28, 2010 deposition of Stewart Gonshorek.
- 4. Attached hereto as Exhibit 4 is a true and correct copy of the minuscript of the January 28, 2010 deposition of Robert Gordon.
- 5. Attached hereto as Exhibit 5 is a true and correct copy of the minuscript of the February 4, 2010 deposition of Mardi Merjian.
- 6. Attached hereto as Exhibit 6 is a true and correct copy of the minuscript of the February 9, 2010 deposition of Richard W. Duker.
- 7. Attached hereto as Exhibit 7 is a true and correct copy of Plaintiff's Deposition Exhibit 1, consisting of an e-mail dated October 7, 2008 from Ryan Green to Michael Perlowski bates numbered MB00110.
- 8. Attached hereto as Exhibit 8 is a true and correct copy of Plaintiff's Deposition Exhibit 2, consisting of an e-mail dated October 7, 2008 from Ryan Green to Michael Perlowski bates numbered MB001104-1109.
- 9. Attached hereto as Exhibit 9 is a true and correct copy of Plaintiff's Deposition Exhibit 3, consisting of an e-mail dated October 9, 2008 from Michael Perlowski to Ryan Green, with handwritten notes, and attachments bates numbered MB002414-2420.

- 10. Attached hereto as Exhibit 10 is a true and correct copy of Plaintiff's Deposition Exhibit 4, consisting of an e-mail dated October 9, 2008 from Michael Perlowski to Ryan Green, with attachments bates numbered MB001023-1103.
- 11. Attached hereto as Exhibit 11 is a true and correct copy of Plaintiff's Deposition Exhibit 6, consisting of an e-mail dated June 19, 2009 from Ann Silva on behalf of Richard Toder to Stephen Karotkin, T. Mayer and John Rapisardi, and attached Affidavit of Robert E. Gordon, dated June 18, 2009 and the exhibits thereto bates numbered JPMCB-00000076-111.
- 12. Attached hereto as Exhibit 12 is a true and correct copy of Plaintiff's Deposition Exhibit 7, consisting of an e-mail dated October 1, 2008 from Robert E. Gordon to Ryan Green bates numbered MB002461-2463.
- 13. Attached hereto as Exhibit 13 is a true and correct copy of Plaintiff's Deposition Exhibit 10, consisting of an e-mail dated October 13, 2008 from Ryan Green to Arun Sundaram and Timothy Conder, and attachment bates numbered MB005592-5599.
- 14. Attached hereto as Exhibit 14 is a true and correct copy of Plaintiff's Deposition Exhibit 12, consisting of an e-mail dated October 15, 2008 from Arun Sundaram to Richard Duker, and attachment bates numbered JPMCB-00000906-908.
- 15. Attached hereto as Exhibit 15 is a true and correct copy of Plaintiff's Deposition Exhibit 13, consisting of an e-mail dated October 15, 2008 from Ryan Green to Mardi Merjian and Kenton, and attachment bates numbered JPMCB-STB-00000072-77.
- 16. Attached hereto as Exhibit 16 is a true and correct copy of Plaintiff's Deposition Exhibit 15, consisting of an e-mail dated October 15, 2008 from Ryan Green to

Mardi Merjian and Michael Ledyard, and attachments bates numbered JPMCB-STB-00000184-272.

- 17. Attached hereto as Exhibit 17 is a true and correct copy of Plaintiff's Deposition Exhibit 17, consisting of an e-mail dated October 21, 2008 from Ryan Green to Mardi Merjian, and Michael Ledyard, and attachment bates numbered MB000005-18.
- 18. Attached hereto as Exhibit 18 is a true and correct copy of Plaintiff's Deposition Exhibit 34, consisting of an e-mail dated October 24, 2008 from Ryan Green to William Wineman, Mardi Merjian and Michael Ledyard, and attachment bates numbered JPMCB-STB-00000427-440.
- 19. Attached hereto as Exhibit 19 is a true and correct copy of Plaintiff's Deposition Exhibit 22, consisting of a letter dated October 29, 2008 from Ryan Green, Mardi Merjian and Michael Ledyard to LandAmerica bates numbered MB000024-30.
- 20. Attached hereto as Exhibit 20 is a true and correct copy of Plaintiff's Deposition Exhibit 24, consisting of an e-mail dated June 16, 2009 from Mary Swanger to Ryan Green bates numbered MB000003.
- 21. Attached hereto as Exhibit 21 is a true and correct copy of Plaintiff's Deposition Exhibit 25, consisting of a letter dated November 4, 2008 from Bryan Kluever to Stewart Gonshorek, with enclosures bates numbered MB000443-446.
- 22. Attached hereto as Exhibit 22 is a true and correct copy of Plaintiff's Deposition Exhibit 31, consisting of an e-mail dated October 15, 2008 from Mardi Merjian to Richard Duker, and attachment JPMCB00000919-920.

- 23. Attached hereto as Exhibit 23 is a true and correct copy of Plaintiff's Deposition Exhibit 32, consisting of an e-mail dated October 15, 2008 from Mardi Merjian to Richard Duker, and attachment JPMCB-STB-00000273-362.
- 24. Attached hereto as Exhibit 24 is a true and correct copy of Plaintiff's Deposition Exhibit 46, consisting of an e-mail dated October 30, 2008 from David Walker to Richard Duker, Donald Benson, Ric Huttenlocher, Timothy Storms, and Mary Gherty bates numbered JPMCB-00001803.
- 25. Attached hereto as Exhibit 25 is a true and correct copy of Plaintiff's

 Responses and Objections to Defendant's First Set of Requests to Admit dated March 8, 2010.

 I declare under penalty of perjury that the foregoing is true and correct.

Executed: New York, New York

July 1, 2010

John M. Callagy



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2 (Pages 5 to 8)

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Page 7

1 everything but the dissertation in American history 2 for my Ph.D., and that's as far as I went. 3

- Q. When did you complete those studies?
- A. About 1982 or '3, something like that, at the U of I.
 - Q. University of Illinois?
- A. Correct.

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- Q. And after you left school in 1982 or 1983, would you please just briefly describe your employment history?
- A. I took a job as a proofreader at Sonnenschein, Nath & Rosenthal here in Chicago and I was there for maybe three or four years. And then I came here to Mayer Brown and I supervised the proofreading department here for three or four years. And then I became a paralegal in 1987 and I've been a paralegal here at Mayer Brown since 1987.
- Q. Are you assigned to any particular department here at Mayer Brown?
- 20 A. Yes, I am.
 - Q. What department is that?
 - A. I work under the direction and supervision for, primarily in the corporate securities group.
 - O. And has that been consistent since 1987?
 - A. Yes, it has.

Q. And you refer to the preparation of documents related to financing statements such as amendments, assignments, releases, and terminations. Have you specifically prepared terminations or termination statements?

- A. Yes.
- Q. And how frequently have you been asked to
- A. Not -- as a part of the general work I do here, it's not very common.
- Q. On what kinds -- describe the kinds of transactions in which you've been asked to prepare termination statements?
- MS. BOMCHILL: For the record, I think he said he prepared drafts of financing statements.

BY MR. FISHER:

- Q. Let me restate my question. In what kinds of transactions have you prepared draft termination statements?
- MR. CALLAGY: I'm going to object to the form. BY THE WITNESS:
- A. Within the corporate and securities group, sometimes their client buys another company or its assets. And in connection with the transaction the company requires debts to be paid off. Maybe those

Page 6

- Q. And in the course of your work as a paralegal beginning in 1987 until today, have your responsibilities involved UCC filings?
 - A. Yes.
- Q. Describe generally how UCC filings are part of the work that you perform here?
- A. Well, attorneys sometimes require that we prepare drafts of financing statements based on security documents and to do sometimes drafts of filings related to initial filings of financing statements like amendments or assignments, releases, or termination. Another aspect of UCC work includes obtaining reports with respect to specific debtors or corporations or entities that attorneys I work with that are interested in for transactions that they are working on.
- Q. And over the course of your time working here as a paralegal, have you performed each of those functions that you just described?
 - A. I have.
- 21 Q. And how important a part, or how significant a component of what you do are the UCC 22 type activities you just described? 23
 - A. Relatively minor because I work primarily with the corporate and securities group.

- debts are evidenced by financing statements that are of record against that company in different jurisdictions and I'll be asked or we will be requested to prepare termination statements for the review by the attorney or the finance lawyer is often the case who worked on the deal.
- Q. And have you ever worked under the supervision of Ryan Green?
 - A. I have.
 - Q. And what department is Mr. Green in?
 - A. Ryan works with the real estate group.
- Q. And has Mr. Green ever asked you to prepare a draft termination statement?
 - A. No, he has not.
- What work have you done under Mr. Green's supervision?
- A. Ryan has asked me to conduct UCC searches and obtain copies of financing statements that are of record.
- Q. And have you done that at Mr. Green's request on more than one occasion?
 - A. I can only remember the one occasion.

MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 1 a one-page document that has a Bates No. MB1110 on the bottom.

3 (Pages 9 to 12)

Page 9

Page 11

1	(Deposition Exhibit No. 1 was so	1	that?
2	marked.)	2	A. That he was going to review whatever I
3	BY MR. FISHER:	3	obtained for him and then he was going to determine
4	Q. Mr. Perlowski, I have just handed you	4	I think what he was doing was just telling me what he
5	what's been marked Plaintiff's Exhibit No. 1. Please	5	needed these things for. And I was going to obtain
6	take a moment to review this exhibit and let me know	6	them and give them to him.
7	whether you recognize it?	7	Q. And did you in fact perform the UCC search
8	A. I recognize it.	8	he requested?
9	Q. And what is it?	9	A. I performed a UCC search. It was
10	A. A request from Ryan Green to run full UCC	10	impossible to do the search that specific, that
11	searches. He identifies a bar or an agent and two	11	specific kind of search that he requested.
12	states within the e-mail and he tells me that he's	12	Q. Explain why it was impossible to perform
13	going to need them to be terminated.	13	the search that he requested in this e-mail?
14	Q. And when you just a moment ago explained	14	A. Because the records in the Secretary of
15	that you could recall one transaction in which	15	State's office aren't going to be indexed according
16	Mr. Green asked you to perform UCC searches, was this	16	to you just can't go the Secretary of State's
17	the transaction that you were thinking of?	17	office and say, Give me all the filings against this
18	MS. BOMCHILL: Objection to the form of the	18	company in favor of this specific entity. The filings
19	question.	19	are indexed only by debtor name.
20	BY THE WITNESS:	20	MR. CALLAGY: I'm sorry. What?
21	A. This is the only transaction I remember. I	21	THE WITNESS: The debtor. The name of the
22	mean, this is it. I mean, this is the only time I	22	target.
23	remember getting this request.	23	BY MR. FISHER:
24	Q. This is the only time that you recall	24	Q. So with regard to this specific request,
25	performing UCC searches at Mr. Green's request?	25	the filings would have been indexed by the name
	Page 10)	Page 12
1	MS. BOMCHILL: Objection to the form of the	1	General Motors Corporation?
2	question.	2	A. That's correct.
3	BY THE WITNESS:	3	Q. Did you communicate with Ryan Green to
4	A. I don't recall ever getting any other	4	refine the scope of the UCC search you were being
5	request. I don't.	5	asked to perform?
6	Q. And Mr. Gonshorek is cc'd on this?	6	A. I did.
7	A. Stewart is, or was, a real estate paralegal	7	Q. And in what way was the scope of the search
8	who worked here at the firm.	8	narrowed?
9	Q. And this e-mail from Mr. Green starts with	9	A. Instead of searching both Michigan and
10	the phrase, Per my voice message. Do you recall	10	Delaware, we didn't search but we placed requests with
11	anything at all about the voice message that Mr. Green	11	Delaware, not with Michigan, with respect to the
12	is referring to here?	12	General Motors Corporation. Instead of getting copies
13	A. No, I don't.	13	of all of the financing statements that are of record,
14	Q. Do you remember anything that Mr. Green	14	all 1,500 or 2,000 of them, we had a list of the

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- said to you about why he was asking you to perform this UCC search? A. No. MS. BOMCHILL: At any time?

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- 19 BY MR. FISHER:
 - Q. At any time?
 - A. I don't remember him saying anything to me.
- 22 I mean, I got the instruction on the e-mail.
 - Q. And the e-mail refers to, in the last line
- 24 refers, quote, UCC's that need to be terminated, close 25 quote. What did you understand Ryan Green to mean by 25
- all 1,500 or 2,000 of them, we had a list of the filings of record against General Motors in Delaware and we were to work off of that list of filings as opposed to plowing through the existing statements that were there.
- Q. In that more limited scope of search, is that something that resulted from discussions you had with Mr. Green?
- A. I don't recall that. I mean, it was -- I think it was just through e-mail exchange.
- Q. And the date and time on this e-mail which has been marked as Plaintiff's Exhibit 3 is October 7,

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4 (Pages 13 to 16)

Page 13

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1	2008, 3:21 p.m. Do you have any reason to doubt that	1
2	that's the date and time when the e-mail was sent?	2
3	A. No.	3
4	MR. FISHER: I'm going to ask the court reporter	4
5	to mark as Plaintiff's Exhibit 2 a document that	5
6	begins MB1104 and concludes on MB1109.	6
7	(Deposition Exhibit No. 2 was so	7
8	marked.)	8
9	Q. Mr. Perlowski, feel free to flip through	9
10	the pages of this document and familiarize yourself	10
11	with it, but I'm going to focus your attention on	11
12	particular e-mails of which I have questions.	12
13	MS. BOMCHILL: Would you like him to read it all?	13
14	MR. FISHER: It's not necessary.	14
15	MS. BOMCHILL: Take a look at it. But if there's	15
16	any question, you probably should read it.	16
17	(Witness viewing document.)	17
18	BY MR. FISHER:	18
19	Q. So, Mr. Perlowski, let me focus your	19
20	attention on the e-mail that is the e-mail exchange	20
21	second from the top. It appears to be an exchange	21
22	between you and Mr. Green on October 7, 2008, at 4:39	22
23	p.m. The second paragraph of that e-mail from you	23
24	states, quote, I completed a search identical to the	24
25	one you requested earlier in the year for Jamie.	25
	Page 14	
1	Who is the Jamie referred to in that	1

Ms. Romick's request?

MS. BOMCHILL: What you remember.

BY THE WITNESS:

- A. What I remember. I don't specifically remember that. I don't. I mean, I don't.
- Q. Looking at the e-mail exchange that we were just looking at, that second paragraph in your e-mail to Ryan Green says -- and I'm beginning at the second sentence. Quote, Given that as of May 7, 2008, there were 1,777 filings of record against GM in Delaware, we obtained a list of filings of record against GM and requested copies of other filings in favor of JPMorgan Chase Bank which are attached below, close quote.

Does seeing that sentence refresh your recollection as to whether you forwarded the results of your earlier UCC search to Mr. Green?

- A. I don't specifically remember doing that, but that's what it says.
- Q. Seeing this e-mail, do you have any reason to doubt that in fact you forwarded those UCC filings to Mr. Green?
 - A. No. I don't.
- Q. And if you look at the next e-mail down which is the third e-mail on this first page, 1104?

MS. BOMCHILL: The one dated June 4th?

Page 16

Who is the Jamie referred to in that sentence?

- A. Jamie is Jamie Romick who is a real estate associate here at the firm.
- Q. And why had you performed a similar search earlier in 2008 at Jamie's request?
 - A. Because she asked me to.
- Q. Do you know why Ms. Romick asked to have that UCC search performed?
- A. Well, from the e-mails, I mean, I can -- I think she -- she wanted to review the financing statement for some purpose of some transaction she must have been working on.
- Q. And did you then forward onto Mr. Green the results of the search that you had performed earlier in the year at Jamie's request?
 - A. I don't see an e-mail.

MS. BOMCHILL: I think -- let's be clear. Are you asking him to read the e-mails or does he have a recollection of it?

BY MR. FISHER:

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Q. Let me begin by asking: In October 2008 -forget the document for a moment. In October 2008, did you forward onto Mr. Green the results of a UCC search that you had earlier in the year performed at

BY MR. FISHER:

- Q. The ONE dated June 4th, 2008, at 6:46 p.m. Is that an e-mail that you sent to Jamie Romick on June 4, 2008?
 - A. Yes. That came from me and went to Jamie.

MS. BOMCHILL: Again, just so the record is clear, are you asking him as he reads it or does he have an independent recollection of it?

BY MR. FISHER:

Q. I'm asking if a this was an e-mail that you

MS. BOMCHILL: He's asking you if you remember sending that.

BY THE WITNESS:

- A. Again, I don't remember specifically sending this e-mail, but ...
- You have no reason to doubt that you sent it?
- A. I have no reason to doubt that that's my e-mail.
- Q. And just below the subject line there's a line that lists a number of files, file part 1, file part 2, and then the third one along that line says, File JPMorgan filings.pdf. What does that file refer to?

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Page 19

- 1 A. Are you referring to the JPMorgan filings? 2 O. Yes. Just that third, what appears to be 3 the third attachment to that e-mail?
 - A. Later on in that same e-mail, last full paragraph recites that, Attached are copies of active financing statements of record in Delaware against GM in favor of JPMorgan, and it lists three filings.
 - Q. And is it your understanding that those three filings were attached to your e-mail to Ms. Romick?
 - A. Yes. Yes.

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Q. And I want to focus on the third filing against JPMorgan Chase Bank. This is on page 1105. It says, quote, Three filings as to certain equipment and fixtures and related collateral located at certain specific facilities. File No. 6416808 4, file date November 30, 2006, close quote.

That UCC filing you believe was attached to this e-mail to Ms. Romick?

- A. I have no reason to think it wasn't attached to the e-mail.
- Q. And you write here in the sentence that begins, Also attached. Quote, Also attached hereto are copies of active financing statements that are of record in Delaware against General Motors Corporation

and in favor of JPMorgan Chase Bank, close quote.

What did you mean when you wrote active financing statement?

- A. That according to the listing they hadn't been terminated or they had not lapsed.
- Q. How do you determine whether a financing statement is active or not?
- MS. BOMCHILL: You're asking for his personal opinion?

BY THE WITNESS:

- A. With respect to the Delaware UCC searches, there's a certification page attached to the search. What the certification pages say is, besides the filing information and the dates of the filings, indication of who the debtor is and the secured parties and a list of all of the filings made in connection or related to the original UCC financing statement filing. So any amendment will be reflected in the summary. Any assignment, any release, or any termination. The lapse date typically is five years from the date of the initial filing is indicated as well on the certification page.
- O. So if I understood the answer correctly, to determine whether a UCC filing is active or not you rely on the information on that certification

page?

- A. That's correct.
- Q. And if the certification page indicates that the UCC filing was terminated, you would typically conclude that that financing statement is no longer active?
- A. That's not active, correct. Doesn't mean that it -- yeah. That's right. Because there's no filings other than just those certification pages attached, right.
- Q. Would you turn, please, to in this same exhibit page 1106. Page 1106 of Plaintiff's Exhibit 2 appears to be an e-mail from you to Jamie Romick and Cole Hardy dated May 22, 2008. I assume, again, you have no reason to doubt that this is in fact an e-mail that you sent on or about that date?
 - A. That's correct.
- Q. And there the second paragraph says, quote, With respect to filings made in favor of JPMorgan Chase, there appears to have been six made of record, three of which still appear to be effective, close quote.

Do you see that sentence?

A. (Nodding.)

MS. BOMCHILL: I don't see it.

Page 20

MR. FISHER: (Indicating.) MS. BOMCHILL: Okay. BY MR. FISHER:

- Q. In determining -- this is somewhat repetitive of my last question, but I want to make sure that it's clear. In determining which of these six financing statements were effective and which were not, what did you do?
- A. I reviewed the certification pages from the Secretary of State's office and found those that had been made in favor of JPMorgan. There were six of those financing statements. The summary provided on the certification page indicated that three of them had not lapsed and that three of them had not been terminated.
- Q. And as of the date that you performed this search, specifically the UCC filing dated November 30, 2006, was still effective?
- A. There had been no filing made of record with the Delaware Secretary of State's office to indicate that it was terminated or that someone had tried to terminate it.
- Q. And with regard to those three filings where you indicated in parentheticals, Terminated, and you provided a date, is that information that comes

6 (Pages 21 to 24)

handwriting appears on the first page of this exhibit?

And I'll point out that on page 2417 there

A. No. I don't.

Page 21 Page 23 1 from the certification page that you reviewed as part 1 MS. BOMCHILL: You can answer that. 2 of your UCC search? 2 BY THE WITNESS: 3 A. Yes, sir. 3 A. Debra DeHoyos. And did Ms. DeHoyos also instruct you on 4 Q. And with regard to those UCC filings that 4 the difference between an effective and a terminated 5 you concluded were terminated, did you do anything 5 else aside from reviewing the certification page to 6 UCC? 6 7 determine whether in fact they had been terminated? 7 A. I don't remember that. 8 8 MS. BOMCHILL: Object to the form of the Q. Do you remember where you learned how to 9 discern the difference between an effective and 9 question. 10 10 BY THE WITNESS: terminated UCC? 11 A. The scope of my work was to get the 11 MS. BOMCHILL: Object to the form of the certification pages and review them, and that's all I 12 12 question. 13 13 BY MR. FISHER: did. 14 Q. Is it possible for you to estimate how many 14 Q. Does Mayer Brown have a UCC compliance UCC searches you've been asked to perform over the 15 committee or department or anything to that effect? 15 past 20 plus years here at Mayer Brown? A. We have a UCC compliance group here at the 16 16 A. It would be difficult to do. 17 17 firm. 18 O. Is it a large number? 18 Q. And what does that group do? A. I would imagine, yeah. 19 The purpose of the group is to review the 19 formal filings that are made in connection with 20 O. And when a certification indicates that a 20 UCC filing has been terminated, have you ever -- does 21 different filings that take place here at the firm. 21 Q. And specifically in connection with the UCC that conclude your inquiry as to whether the 22 22 particular UCC filing you're researching is effective 23 search that you performed at Mr. Green's request in 23 24 or not? 24 October 2008, was the UCC compliance group involved in MS. BOMCHILL: Objection, vague and ambiguous. 25 that work in any way? 25 Page 22 Page 24 1 1 BY THE WITNESS: MS. BOMCHILL: I think you misstated the 2 2 witness's testimony. You want to try that again. A. You know, my task was simply to get the 3 listing and not to indicate what the record said, and 3 MR. FISHER: Can you read back the question, that's what I did. And the record indicated that 4 please. 4 there had been a termination filed. 5 5 (Record read as requested.) MS. BOMCHILL: I think you misstated his 6 Q. And do you know when you performed your 6 7 7 first ever UCC search? testimony, but you can answer the question is you can. 8 8 A. I would imagine it was back in maybe the BY THE WITNESS: 9 Fall of 1987. 9 A. With respect to the work I did, I didn't 10 Q. Who showed you how to do a UCC search? 10 consult or ask for assistance from the UCC compliance The first UCC search? Well, I don't -- you 11 11 know. I can recall the first UCC search. 12 12 Q. After performing this UCC search in October 2008, did you have any further involvement with this 13 MS. BOMCHILL: If you can answer without 13 revealing the names of clients or any information transaction that Mr. Green was working on? 14 14 that's not privileged, you can answer the question. 15 15 A. No. I didn't. BY THE WITNESS: 16 16 MR. FISHER: I'll ask the court reporter to 17 A. I worked with a finance lawyer here at the 17 please mark as Plaintiff's Exhibit 3 a document firm and we sat down together and had a list of the 18 numbered MB2414 through 2420. 18 19 target companies and determined where I should call 19 (Deposition Exhibit No. 3 was so the service company and where we should get searches 20 20 marked.) done and why we should do it. Sort of an introduction 21 21 BY MR. FISHER: to this sort of thing. And, like I said, it was quite 22 22 Q. Mr. Perlowski, do you know whose

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Q. Who was the attorney who showed you that in

a while ago, but it's still memorable.

connection with your first research UCC?

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7 (Pages 25 to 28)

Page 25 Page 27 1 is what looks like a pen or a pencil mark. I 1 you after you've had a chance to look at it is simply 2 assume -- I shouldn't assume. Do you know who made 2 whether MB1099 was an attachment to the e-mail that's 3 that mark? 3 on MB1023? 4 4 A. No. MS. BOMCHILL: I'd just like a continuing 5 O. Focusing then just on the typewritten 5 objection. I think the record is confused as to portions of this exhibit, I'm looking back at page 1? 6 whether he's testifying as to what he remembers or 6 7 A. Yes. he's trying to help you in determining that. And I 8 8 Q. Is this an e-mail that you sent to just want the record to be clear whether he remembers. Mr. Green on October 9, 2008? 9 I don't know as I sit here now whether he's telling 9 10 A. I don't have any reason to doubt that it's 10 you what he remembers or he's trying to help you 11 not my e-mail sent to him. 11 interpret the documents. Q. The e-mail to Mr. Green begins, quote, 12 12 BY MR. FISHER: Attached are copies of the two active financing 13 13 Q. The question is whether page MB1099 was 14 statements of record in Delaware against General 14 among the documents attached to the e-mail on page Motors Corporation and in favor of JPMorgan Chase Bank 15 15 MB1023? and there's also a search conducted with the office of 16 16 MS. BOMCHILL: If you remember, you can answer. the Delaware Secretary of State for financing BY THE WITNESS: 17 17 statements of record against auto facility real estate 18 18 A. I don't know. I can't tell you that. 19 trust 2001-1, close quote. 19 Q. Looking at your e-mail, your e-mail begins, quote, Attached are copies of the two active financing 20 The earlier e-mail that we looked at 20 referred to three active financing statements. Do you 21 statements of record in Delaware against General 21 know how it is that number of active financing Motors and in favor of JPMorgan Chase Bank? 22 22 statements were reduced to two? 23 A. And it lists this financing statement. 23 24 A. No. I don't. 24 O. You're referring to further down on the Q. Would you turn, please, to the second page page under paragraph No. 2? 25 25 Page 28 1 1 of this exhibit. Do you recognize that document? MS. BOMCHILL: Wait for a question. 2 2 BY MR. FISHER: A. No. 3 Q. Do you know who prepared that page, 3 Q. Let me ask a question. Next to the No. 2 on this e-mail there's a reference to, quote, 4 page 2415? 4 5 5 financing statement as to equipment, fixtures, and A. No, I don't. related collateral located at certain U.S. б Q. Do you know whether or not this page was an б 7 7 attachment to the e-mail that appears on the preceding manufacturing facilities, file No. 6416808 4, file 8 8 page? date November 30, 2006. 9 A. No, it wasn't. 9 Does MB1099 correspond to that entry in 10 10 Q. It was not? your e-mail? A. The attachments on the preceding page don't 11 11 A. Yes, it does. 12 refer to it. 12 Q. Do you believe that MB1099 was among the 13 financing statements that you forwarded to Mr. Green 13 Q. So based on your review of this document, your understanding is that 2415 was not attached to 14 in October 2008? 14 what's been marked as page 2414? 15 15 A. I believe so. A. That's right. 16 MR. FISHER: I'll ask the court reporter to mark 16 You can set that aside. 17 17 as Plaintiff's Exhibit 5 a document with a number I'm going to ask the court reporter to mark 18 MB6384. 18 as Plaintiff's Exhibit 4 a document that starts on 19 (Deposition Exhibit No. 5 was so 19 page MB1023 and continues through MB1103. 20 2.0 marked.) 21 (Deposition Exhibit No. 4 was so 21 BY MR. FISHER: 22 marked.) 22 Q. Mr. Perlowski, is this a document you've 23 BY MR. FISHER: 23 seen before? 24 Q. Mr. Perlowski, feel free to take your time 2.4 A. No. 25 reviewing this document. The question I'd like to ask 25 Q. You've never seen this before today?

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West Court Reporting Services

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Page 31

1	A. That's true.	1	manner.
2	Q. What does this appear to you to be?	2	Q. Earlier you described referring to the
3	MS. BOMCHILL: Objection, calls for speculation.	3	certification page when you perform UCC searches.
4	He's never seen it before. He didn't prepare it.	4	When you do the search, aside from the certification
5	BY THE WITNESS:	5	page are the underlying financing statements or
6	A. It appears to be a termination statement.	6	amendments attached?
7	Q. And what financing statement does it appear	7	A. You know, typically they are. So the
8	to you to terminate?	8	answer is yes, typically they are. But that's not
9	MS. BOMCHILL: Same objection.	9	what we did in this case with respect to the entire
10	BY THE WITNESS:	10	scope of my requirements in obtaining documents.
11	A. The financing statement references	11	Q. What did you do with regard to this search
12	6416808 4.	12	that was done at Ryan Green's request that's different
13	Q. And is that the financing statement that	13	from other UCC searches you've performed?
14	appeared on page 1099 of Plaintiff's Exhibit 4?	14	MR. CALLAGY: Objection to form.
15	MS. BOMCHILL: Let the record reflect he's	15	BY THE WITNESS:
16	comparing numbers.	16	A. All I did was get a listing of the GM
17	BY THE WITNESS:	17	filings as I noted earlier. We didn't get all of the
18	A. The filing number on the initial financing	18	filings described on all of the certification pages
19	statement matches the filing number that appears on	19	simply because there were just too many of them and
20	the termination form as does the filing date.	20	they didn't have any application to what Ryan wanted.
21	Q. What does that lead you to conclude?	21	Q. Did you indicate to Mr. Green which of the
22	MR. CALLAGY: Objection to form.	22	UCC filings you found were active and which were
23	BY THE WITNESS:	23	terminated?
24	A. The form of the financing statement matches	24	A. Well, the task was to find financing
25	at least the number of matches what on the	25	statements that were active in favor JPMorgan and
25	at least the number of materies what on the		statements that were active in tay of the first and
23	Page 30		Page 32
	Page 30		Page 32
1	Page 30 financing statement, the number of which I just read	1	Page 32 against General Motors.
1 2	Page 30 financing statement, the number of which I just read back.	1 2	Page 32 against General Motors. Q. Who made judgment as to whether a financing
1 2 3	Page 30 financing statement, the number of which I just read back. Q. If you had come across Plaintiff's	1 2 3	Page 32 against General Motors. Q. Who made judgment as to whether a financing statement was active or terminated?
1 2 3 4	financing statement, the number of which I just read back. Q. If you had come across Plaintiff's Exhibit 5 in performing a UCC search, what would you	1 2 3 4	Page 32 against General Motors. Q. Who made judgment as to whether a financing statement was active or terminated? A. It was my task to find out which ones were
1 2 3 4 5	financing statement, the number of which I just read back. Q. If you had come across Plaintiff's Exhibit 5 in performing a UCC search, what would you conclude about the financing statement No. 6416808 4?	1 2 3 4 5	against General Motors. Q. Who made judgment as to whether a financing statement was active or terminated? A. It was my task to find out which ones were still at least reflected on the records of the state
1 2 3 4 5 6	Page 30 financing statement, the number of which I just read back. Q. If you had come across Plaintiff's Exhibit 5 in performing a UCC search, what would you conclude about the financing statement No. 6416808 4? MS. BOMCHILL: Objection, calls for speculation.	1 2 3 4 5 6	against General Motors. Q. Who made judgment as to whether a financing statement was active or terminated? A. It was my task to find out which ones were still at least reflected on the records of the state as being active.
1 2 3 4 5 6	financing statement, the number of which I just read back. Q. If you had come across Plaintiff's Exhibit 5 in performing a UCC search, what would you conclude about the financing statement No. 6416808 4? MS. BOMCHILL: Objection, calls for speculation. BY THE WITNESS:	1 2 3 4 5 6	against General Motors. Q. Who made judgment as to whether a financing statement was active or terminated? A. It was my task to find out which ones were still at least reflected on the records of the state as being active. Q. I understand that you've never before seen
1 2 3 4 5 6	financing statement, the number of which I just read back. Q. If you had come across Plaintiff's Exhibit 5 in performing a UCC search, what would you conclude about the financing statement No. 6416808 4? MS. BOMCHILL: Objection, calls for speculation. BY THE WITNESS: A. I wouldn't conclude anything.	1 2 3 4 5 6	against General Motors. Q. Who made judgment as to whether a financing statement was active or terminated? A. It was my task to find out which ones were still at least reflected on the records of the state as being active. Q. I understand that you've never before seen Plaintiff's Exhibit 5?
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A. No.

Q. Aside from the individuals you've just

helpful and organize them in a way that they can be

reviewed by the attorney in the most cost efficient

Page 33

Page 35

Plaintiff's Exhibit 5 with anyone else? 4 A. No, I have not. 4 A. It's not me. Q. Do you know who it is? 10 Do you know who that is? 10 Do you know wh		A. I do.	1	mentioned, Ms. Bomchill, Mr. Green, and Mr. Gordon,	1
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8	t.	A. I can only assume it's Stewart.	6		6
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quote, Unbeknownst to me, the paralegal tasked with filing the termination statement for the GM leasing financing statement referred to above also caused a financing statement to be filed with respect to a financing statement to a financing statement to be filed with respect to a financing statement to be filed with respect to a financing statement to be filed with respect to a financing state			13		13
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termination statement to be filed with respect to a 17 Do you know who that is?	, , , , , , , , , , , , , , , , , , ,	•			
== 000 1 immonig succincit that is entirely amounted =0 11. I don't know who bryain is 01 corpor	T Corporation	A. I don't know who Bryan is CT Corporation	18		18

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System.

did you work with CT?

Q. And did you work -- I'm not asking

Q. And what service does CT provide?

A. I have worked with CT, yes.

specifically about this transaction. In general, when

you were asked to perform work related to UCC filings,

to the transaction for the properties, open pren,

which is defined as the unrelated termination

then, quote, unrelated financing statement, close

A copy of this UCC termination statement

statement is attached as Exhibit D. Do you see that

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quote, close paren.

paragraph?

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10 (Pages 37 to 40)

Page 37

Page 39

- A. CT makes of record the filings. In this case it would make of record filings sent to them in the jurisdiction in which they're requested to make the filings. For a fee, of course. Q. Have you seen the page that's marked as 106
- before today?
 - A. Not before today, no.
- Q. The bottom of this page there's a -- on this form there's a line No. 10 and if you look at that line there's a reference to a matter number?
 - A. I see that.

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- Q. Is that a Mayer Brown matter number?
- A. That is a Mayer Brown matter number.
 - Q. And there's a reference to a doc number. Is that a Mayer Brown doc number?
 - A. I'm not sure what that number references.
- Q. I understand you've never seen this document before today, but do you have any understanding as to who prepared this document?
 - A. I haven't seen it before. I don't know.

MR. FISHER: Fern, I'd suggest we take a short break. At most I would have another five to ten minutes of questions.

MS. BOMCHILL: Okay.

(A short break was had.)

Page 38

25

BY MR. FISHER:

- Q. Mr. Perlowski, just a couple additional questions. In one e-mail that we've looked at you refer to -- you use the phrase active financing statements and in another e-mail you use the phrase effective financing statement, and I'd just like to understand whether in your mind there's some difference between those or if you use those terms interchangeably?
- Active and effective, is that what you A. said?
- O. I'm asking only about your own use of those words.
 - That with respect to those financing statements, the effectiveness of them, they're effective for five years. They hadn't lapsed as reflected on the certification page as issued by the Delaware state. And the certification page did not reflect the filing of the termination statement.
 - Q. And that's what you mean when you use the word effective?
- A. Correct.
- 23 Q. And does the same meaning apply to active 24 when you use that word?
 - A. Active as reflected on the certification

- page, whether that's active or not as reflected on the certification pages. The certification page says
- Q. So when you use the words active and effective, you're basing that on what you see on the certification page?
- A. Correct.
- Q. And when you use the words active or effective, do they have the same meaning?
- A. Effective --
 - MS. BOMCHILL: To you.

12 BY THE WITNESS:

A. To me. To me they have the same meaning. MR. FISHER: I thank you very much for your time. I have no further questions. I believe Mr. Callagy may have a few questions.

CROSS-EXAMINATION

BY MR. CALLAGY:

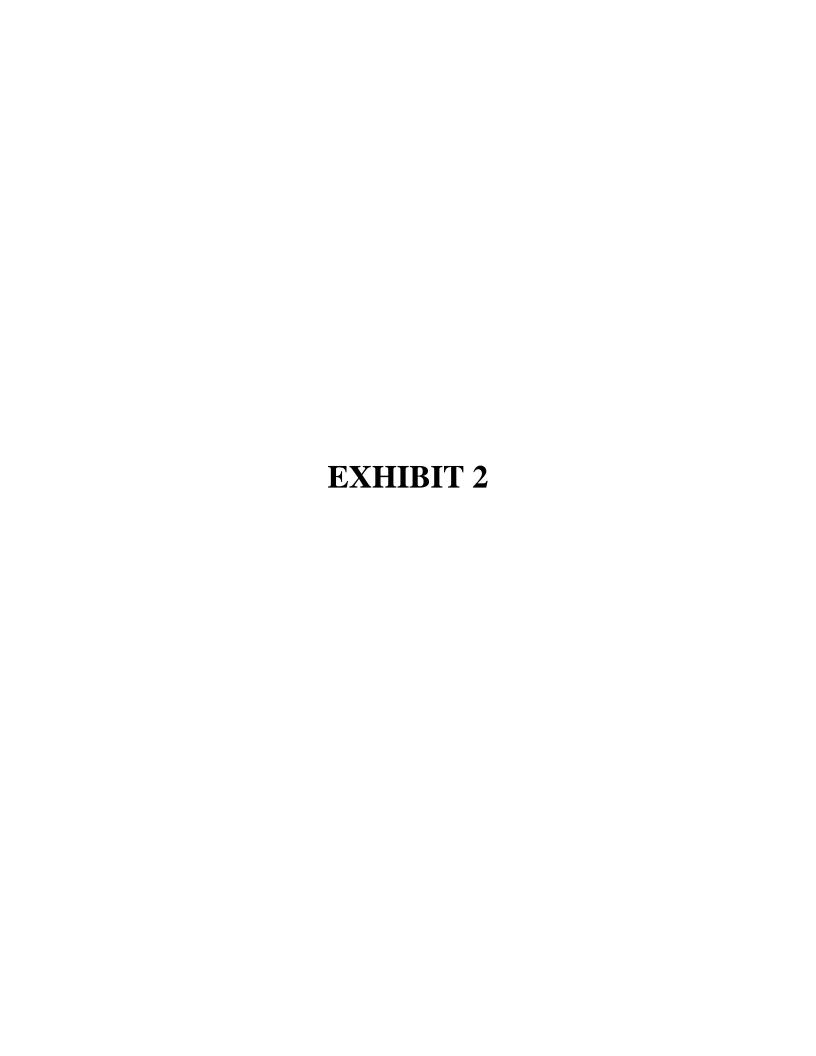
- Q. Good morning, Mr. Perlowski. We represent JPMorgan which is the defendant in this case. I'm just going to ask you a couple questions if you take a look at Exhibit 1 that was marked by Mr. Green -excuse me, by Mr. Fisher?
 - A. Yes, sir.
 - Q. On Exhibit 1 there's a subject line that is

GM-00652500. Do you know what number that refers to?

- A. This is a client charge number.
- Q. And what is your understanding of -- do you have any recollection of what the client charge number was that's reflected on Exhibit 1?
 - A. I'm not sure what you mean by that, sir.
- Q. Do you know what that refers to, that particular client charge number?
- A. I'm not sure which client's associated with or what the matter description is. The only reason the number appears here is because Ryan had asked to do the search and the search is requested to be placed with a number for billing purposes.
- Q. In connection with this specific memoranda that Mr. Green sent to you at the time that you received this, did you know what the matter was that Mr. Green was working on?
 - A. No.
- Q. And in between the time that you received this and the time you stopped working with Mr. Green in connection with this transaction, did you ever know what transaction Mr. Green was working on?
- Q. Did you ever have any discussion with Mr. Green about what transaction in connection with GM

11 (Pages 41 to 44)

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Page 41
                                                                                                                                                                         Page 43
                                                                                                     UNITED STATES OF AMERICA
  1
         that Mr. Green was working on?
                                                                                                     SOUTHERN DISTRICT OF NEW YORK )
  2
              A. No.
                                                                                                     STATE OF ILLINOIS
  3
              MR. CALLAGY: That's all I have.
                                                                                                     COUNTY OF COOK
  4
              MR. FISHER: Thank you again.
  5
                                                                                                           I, Kelly A. Siska, Certified Shorthand
              THE WITNESS: Thank you.
              MS. BOMCHILL: We will review.
  6
                                                                                                     Reporter, Certified LiveNote Reporter, and Notary
  7
                            (Which were all the proceedings
                                                                                                     Public, do hereby certify that MICHAEL PERLOWSKI was
                             had in the above-entitled cause.)
  8
                                                                                                     first duly sworn by me to testify to the whole truth
  9
                                                                                                     and that the above deposition was reported
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                                                                                                     stenographically by me and reduced to typewriting
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                                                                                              11
                                                                                                     under my personal direction
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13
                                                                                                           I further certify that the said deposition
                                                                                              13
14
                                                                                                     was taken at the time and place specified and that the
                                                                                              14
15
                                                                                                     taking of said deposition commenced on the 27th day of
                                                                                              15
16
                                                                                                     January, A.D., 2010, at 10:00 a.m.
17
                                                                                              16
                                                                                                           I further certify that I am not a relative
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                                                                                              17
                                                                                                     or employee or attorney or counsel of any of the
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                                                                                                     parties, nor a relative or employee of such attorney
                                                                                              19
2.1
                                                                                                     or counsel nor financially interested directly or
                                                                                              2.0
22
                                                                                                     indirectly in this action.
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                                                                             Page 42
                                                                                                                                                                          Page 44
              UNITED STATES BANKRUPTCY COURT
                                                                                               1
                                                                                                              In witness whereof, I have hereunto set my
              SOUTHERN DISTRICT OF NEW YORK
                                                                                               2
   2
                                                                                                      hand and affixed my seal of office at Chicago,
                        ) Chapter 11
        In re
                                                                                               3
                                                                                                      Illinois, this 28th day of January, A.D., 2010.
   3
        MOTORS LIQUIDATION COMPANY,
                                                                                               4
               ) Case No. 09-50026(REG)
Debtors. )
   4
                                                                                               5
   5
                                     ) (Jointly Administered)
                                                                                               6
        OFFICIAL COMMITTEE OF
        UNSECURED CREDITORS OF MOTORS )
   6
                                                                                               7
        LIQUIDATION COMPANY f/k/a )
GENERAL MOTORS CORPORATION, )
                                                                                               8
                                                                                               9
               Plaintiff, )
           -against-
                                                                                                                       KELLY A. SISKA, CSR
        JPMORGAN CHASE BANK, N.A., )
                                                                                             10
        individually and as
Administrator Agent for
  10
                                                                                                                       205 West Randolph Street
  11
        various lenders party to the )
Term Loan agreement described)
                                                                                             11
                                                                                                                       5th Floor
                                                                                                                       Chicago, Illinois 60606
  12
        herein, et al.,
               Defendants. )
                                                                                             12
                                                                                                                      Phone: (312) 236-6936
  13
        STATE OF ILLINOIS )
                                                                                             13
  14
        ) SS.
COUNTY OF COOK )
                                                                                                      CSR No. 084-002761
  15
        I, MICHAEL PERLOWSKI, state that I have read the foregoing transcript of the testimony given by me at my deposition on the 27th day of January, 2010, and that said transcript constitutes a true and correct
                                                                                             14
                                                                                             15
  17
                                                                                             16
        record of the testimony given by me at the said
                                                                                             17
        deposition except as I have so indicated on the errata sheets provided herein.
  1.8
                                                                                             18
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                                                                                             19
  20
                  MICHAEL PERLOWSKI
                                                                                             20
  21
        No corrections (Please initial)_
        Number of errata sheets submitted
                                                  (pgs.)
                                                                                             21
  22
        SUBSCRIBED AND SWORN to
                                                                                             22
        before me this ____ day
  23
                                                                                             23
  24
                                                                                             24
  25
           NOTARY PUBLIC
```



1 (Pages 1 to 4)

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	25	(EXHIBITS RETAINED BY COUNSEL)
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APPEARANCES:	Page 2	_
APPEARANCES:		Page 4 (Witness sworn.) WHEREUPON:
On behalf of the Plaintiff	1	(Witness sworn.)
	1 2	(Witness sworn.) WHEREUPON:
On behalf of the Plaintiff ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG	1 2 3	(Witness sworn.) WHEREUPON: RYAN GREEN,
On behalf of the Plaintiff ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017	1 2 3 4	(Witness sworn.) WHEREUPON: RYAN GREEN, called as a witness herein, having been first duly
On behalf of the Plaintiff ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494	1 2 3 4 5 6 7	(Witness sworn.) WHEREUPON: RYAN GREEN, called as a witness herein, having been first duly sworn, was examined and testified as follows:
On behalf of the Plaintiff ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017	1 2 3 4 5 6 7 8	(Witness sworn.) WHEREUPON: RYAN GREEN, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER: Q. Good morning Mr. Green.
On behalf of the Plaintiff ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494 E-Mail: fishere@butzel.com	1 2 3 4 5 6 7 8 9	(Witness sworn.) WHEREUPON: RYAN GREEN, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER: Q. Good morning Mr. Green. A. Good morning.
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On behalf of the Plaintiff ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494 E-Mail: fishere@butzel.com E-Mail: cooperman@butzel.com On behalf of the JPMorgan Chase Bank JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ. KELLEY DRYE 101 Park Avenue New York, New York 10178 Phone: 212.808.7800 Fax: 212.808.7897	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	(Witness sworn.) WHEREUPON: RYAN GREEN, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER: Q. Good morning Mr. Green. A. Good morning. Q. My name is Eric Fisher and I'm here with my colleague Katie Cooperman, and we are special counsel to the official creditors committee in the GM bankruptcy proceedings. I'm going to be asking you a number of questions and if my question's not clear or you don't understand it, please let me know and I'll be happy to rephrase.
On behalf of the Plaintiff ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494 E-Mail: fishere@butzel.com E-Mail: cooperman@butzel.com On behalf of the JPMorgan Chase Bank JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ. KELLEY DRYE 101 Park Avenue New York, New York 10178 Phone: 212.808.7800 Fax: 212.808.7897 E-Mail: jcallagy@kelleydrye.com	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	(Witness sworn.) WHEREUPON: RYAN GREEN, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER: Q. Good morning Mr. Green. A. Good morning. Q. My name is Eric Fisher and I'm here with my colleague Katie Cooperman, and we are special counsel to the official creditors committee in the GM bankruptcy proceedings. I'm going to be asking you a number of questions and if my question's not clear or you don't understand it, please let me know and I'll be happy to rephrase. A. Okay.
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Page 5 Page 7 1 A. In 2005. 1 Q. Who did you represent in connection with 2 Q. And did you begin working as lawyer after 2 that transaction? 3 you graduated? 3 A. General Motors. And when you asked that 4 A. Yes. In September of 2005. 4 transaction, I was referring to my work starting on 5 O. And where did you begin working? 5 the releases. A. I began at Winston & Strawn here in 6 6 Q. When did that work on the releases begin? 7 7 A. It began in the fall of 2008. Chicago. 8 Q. And how long were you at Winston? 8 Q. And when you refer to your work on the I was there until May of 2007. releases, what do you mean? 9 9 And then where did you go in May of 2007? 10 A. I met with Bob Gordon and we talked about 10 11 A. On June 2007 I started at Mayer Brown. 11 the unwind. So my role was getting the documents 12 together to, you know, document the unwind. The And you've been here since June 2007? 12 That's correct. various release documents for the security. 13 13 A. And at Winston & Strawn, in what areas did 14 14 Q. And looking at Plaintiff's Exhibit 7, Mr. Gordon writes, quote, Please put together this 15 you practice? 15 checklist draft, close quote. Do you understand what 16 I practiced in the real estate group 16 he's referring to when he asks for a checklist draft? 17 there. 17 18 Q. And since coming to Mayer Brown, what has 18 Uh-huh. your practice area been? 19 What is he referring to? 19 20 A. I practice in the real estate group here. 20 A. He's referring to a document that will list MR. FISHER: I'm going to ask the court reporter all of the documents necessary to complete the 21 2.1 to mark as plaintiff's Exhibit 7 a document that 22 22 transaction. begins with the No. MB2461 and goes through 2463. 23 23 Q. And you will have the benefit of documents 24 (Deposition Exhibit No. 7 was so 24 as we go, but to the best of your recollection, what 25 25 marked.) are the kinds of documents that were necessary to Page 8 Page 6 1 BY MR. FISHER: 1 complete the transaction you're describing? 2 2 A. Well, I'm not going to be able to list them Q. Mr. Green, I'm handing you Exhibit No. 7, 3 and looking at the top portion of this document the 3 all, but we needed generally a termination agreement name Robert Gordon appears there. Who is Mr. Gordon? 4 for the facility and then we needed release documents 4 A. He's a partner in the real estate group. for the security. So it would include mortgages --5 5 Q. And is this an e-mail that Mr. Gordon sent that's what I can think of off the top of my head. 6 6 7 you on October 1, 2008? 7 Q. Drilling down just on the topic on the A. From looking at the document it looks like 8 8 category of release documents for the security, what 9 it is. 9 kinds of documents does that category include? 10 Q. And the subject line refers to Chase 10 A. I'm not sure I understand what kinds of synthetic lease. What does that refer to? 11 11 documents. Releases. Termination documents. A. It refers to a synthetic lease facility 12 12 Q. After Mr. Gordon requested that you prepare with JPMorgan Chase. this checklist, is that what you proceeded to do? 13 13 Q. And who was the borrower on that synthetic 14 14 A. 15 Q. How did you go about preparing the 15 lease? 16 16 A. It was an auto facilities trust, but I'd checklist? 17 have to look at the documents to know exactly who the 17 A. I looked through a copy of the participation agreement. That's the main document for 18 borrower is. 18 19 O. Was General Motors involved in the Chase 19 the synthetic lease and it contained a description of synthetic lease? how to unwind and the relevant documents. 20 20 21 A. Yes. 21 Q. Aside from yourself and Mr. Gordon, who else worked on the, to use your word, unwinding of the 22 Q. And what's the nature of the involvement? 22 23 A. General Motors was the -- I'd have to look 23 release transaction? 24 at the documents to refresh my memory exactly, but 24 A. A paralegal. His name was Stewart 25 General Motors was involved. 25 Gonshorek.

Page 9 Page 11 1 Q. And was Michael Perlowski involved as well? 1 auestion. 2 2 A. Yes. We did ask -- I did ask Michael to BY THE WITNESS: 3 run a UCC search. 3 A. You know, I don't know. 4 Q. Aside from running that UCC search, did 4 The other -- the transactions before the 5 Mr. Perlowski have any other involvement in the 5 one at issue here where you had represented the unwinding of the lease transaction? 6 borrower and were involved in releasing the security 6 7 A. No. 7 interest, was it the borrower in that transaction the 8 8 O. And what was the nature of Mr. Gonshorek's one that prepared release documents? 9 9 involvement in this transaction. And, again, A. I don't remember. Perhaps. Q. Did you consider anything about 10 throughout this deposition when I refer to this 10 11 transaction, I'm referring to the unwinding of the 11 Mr. Gordon's request that you should prepare the 12 lease transaction. 12 checklist unusual? 13 A. Okay. Also Stacey Braybrook. She helped 13 A. No. 14 towards the end, but her role was limited. 14 MR. FISHER: I'll ask the court reporter to mark Q. Is Ms. Braybrook an attorney or a 15 as Plaintiff's Exhibit 8 a document that begins MB4228 15 paralegal? 16 and concludes at MB4234. 16 (Deposition Exhibit No. 8 was so 17 A. An attorney. Stewart, he helped with the 17 18 organization of the documents. He also helped with 18 marked.) preparing the UCCs, UCC terminations. He helped with 19 BY MR. FISHER: 19 20 identifying the real estate for some exhibits, like 20 Q. Mr. Green, take a moment to review this legal descriptions. He worked through some of those 21 exhibit and let me know whether you recognize it? 21 issues and he worked with the title company. They got 22 22 A. I recognize it. some title related issues. Q. And what is it? 23 23 24 Q. Before the transaction that we're talking 24 A. It's a draft of the closing checklist. about now, had you previously been involved in any And who prepared the draft checklist? 25 25 Page 12 1 A. The draft was prepared by myself and 1 transactions that involved the release of security 2 2 Stewart Gonshorek. interests? 3 A. 3 MS. BOMCHILL: I'd like to say for the record Yes. when we printed these out, that's why there's date of 4 4 Q. How many times before? 11-24-09 because we printed this out in response to 5 A. A number of times before. I was 5 representing a -- yeah, a number of times. That's the 6 6 your subpoena. 7 7 MR. FISHER: Thank you for clarifying that. answer to the question. BY MR. FISHER: 8 8 Q. And in the previous occasions where you 9 handled a matter that involved the release security 9 Q. Looking at the first page of this exhibit, interest, were you representing the borrower or the 10 you're sending it onto Ms. Braybrook who you mentioned 10 a moment ago. What was her involvement? lending partner party or some other party? 11 11 A. Usually the borrower. 12 A. She helped with the preparation of the 12 Q. And in connection with the transaction that documents to some extent. I don't remember exactly. 13 13 Q. And when you say you prepared this is referred to in Plaintiff's Exhibit 7, the lease 14 14 checklist with Mr. Gonshorek, who actually input the transaction or the termination of the lease 15 15 16 data into the checklist? 16 transaction? 17 MS. BOMCHILL: The unwinding, as you said. 17 A. That would depend on which item. So I did, I input some of the data. He also inputted some of 18 18 BY MR. FISHER: Q. The unwinding of the lease transaction. 19 the data. 19 Were you representing GM as borrower? 20 Q. And was this document prepared in Excel? 20 21 A. Yes. 21 A. Yes. 22 Q. And is it typical in your experience for 22 Q. And the subject line of your e-mail in borrower's counsel to prepare the documents for the parentheses it says, 106 REG comments. Does REG refer 23 23

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to vou?

A. No.

MS. BOMCHILL: Object to the form of the

release of the lender's security interest?

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Page 15

- 1 O. Does REG refer -- who does REG refer to? 1 central DE filings? 2 A. Bob Gordon. It's his initials. Those are 2 A. Uh-huh. 3 3 his initials. 4 4 Q. And what does that notation in the subject 5 5 line indicate to you? A. I would have put that notation in after 6 6 7 incorporating some comments that Bob gave me. 7 8 Q. Did Bob Gordon review this checklist on, 8 the draft checklist at some point prior to this 9 9 October 6, 2008 e-mail? 10 column. 10 A. I don't remember that specifically. 11 11 Q. Looking at the document, do you believe 12 12 13 that to be true? A. Uh-huh. 13 14 A. If my notes are -- if the reason that I 14
 - would usually put that sort of a note in is the case, then yes. It would indicate that he did and he gave me comments, yeah.

MR. CALLAGY: And he gave me what?

MR. PANARELLA: Comments.

BY MR. FISHER:

- Q. Do you recall what Mr. Gordon's comments were on the checklist at this relatively early stage?
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Would you turn, please, to page MB4233 of this exhibit?

Page 14

Page 16

- 1 A. Yes. 2 Q. There's a heading there that says General 3 Documentation and there are a few documents listed. Do you know who made those data entries to this 4 5 checklist? 6 A. I think Stewart Gonshorek entered this 7 information. Just -- I'm sorry. Which one did you 8
 - Q. I was asking generally about this category.
 - A. Oh, we both would have.
 - Q. Looking at that category, is it possible for you to state which entries were made by you and which were made by Mr. Gonshorek?

MS. BOMCHILL: We're looking at five, to clarify? 14 BY MR. FISHER: 15

- Q. Yes. To clarify, we're looking at page MB4233 through MB4324.
 - A. Based on what I can remember, I inputted what's by A, B, and C, but the detailed information about the UCCs Stewart inputted.
 - Q. And just to be as precise as possible and make sure I understand what you're saying --
 - A. Right.
- Q. -- you put in the language -- you typed in the language that says, quote, A, termination of UCCs

- Q. And Mr. Gonshorek put in all of the information that appears in italics?
- A. Correct. In that column. The other columns it would vary. I think, you know, Stewart put in the document number column, we both would have updated the status column, and perhaps we both would have updated the signed by and responsible party
- Q. And there's a column, looking still at MB4233. There's a column that's labeled doc number?
 - O. What does that column refer to?
- A. It refers to the document number in the Mayer Brown internal document system.
- Q. And the status column. Who would update the status column?
- A. That one would depend. So I would or Stewart would.
- Q. And as of the date that this checklist was circulated which was October 6, 2008, specifically with regard to document No. 1457978.1. Do you see where I'm referring to?
 - A. I do.

Q. Who indicated that the status was MB preparing?

MR. CALLAGY: I'm going to object to the form of that question.

BY THE WITNESS:

- A. Who indicated?
- O. Yeah. Who filled in the status of that particular document?
 - A. I don't remember.
- Q. How did it come to be that a document -withdrawn?

This category, the checklist 5(a), so general documentation and the subcategory is termination of UCCs central DE filings.

- Uh-huh.
- What are the documents listed under that subcategory? And I'm not asking you to read them. I'm just asking you to explain generally what these documents are.
- A. They're financing statements filed in Delaware.
- Q. And in connection with the closing on the unwinding of the synthetic lease transaction, were these financing statements that were identified for termination?

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Page 17

1 MR. CALLAGY: Objection to form. BY THE WITNESS: 2 MS. BOMCHILL: I join in the objection. 2 A. I'd have to look at the documents to know 3 BY THE WITNESS: 3 if it was necessity to file financing statements in 4 4 order to close. A. Identified by whom? Can you rephrase the 5 5 Q. Were any termination statements filed in question? 6 connection with closing? 6 Q. Sure. Let me try to be more specific; 7 okay? Under this termination category there's a 7 A. Yes. Based on my memory, yes. 8 8 document that's described as, quote, Blanket type Q. Do you know how many termination statements 9 were filed? 9 financing statements as to real property and related 10 collateral located in Marion County, Indiana. A. I don't. I don't remember. 10 11 Financing statement recorded on 4-12-02 as file 11 Do you know why termination statements were 12 filed? 12 No. 20925325. 13 A. Yes. 13 As part of the closing of the unwinding of 14 the synthetic lease transaction, what was supposed to 14 Q. Why? occur with regard to that financing statement? 15 A. Generally, termination statements are filed 15 to release the underlying collateral as security. MR. CALLAGY: Objection to form. 16 16 MS. BOMCHILL: Same objection. Q. And in connection with the closing of this 17 17 particular transaction, why was it necessary to 18 BY THE WITNESS: 18 19 release security interest? A. What was to occur? I can speak 19 generally -- can you rephrase the question? 20 MS. BOMCHILL: Object to the form of the 20 Q. I'll try again. To close this transaction question. Mischaracterizes the witness's testimony. 21 21 22 that we've been describing --22 BY THE WITNESS: 23 23 A. Uh-huh. A. In this transaction, it would be in the 24 Q. -- was it necessary to terminate the 24 borrower's interest to release the security interest financing statement that was assigned the file 25 25 if they paid off the loan. The security interest Page 18 Page 20 1 No. 20925325? 1 related to the loan they're paying off. 2 2 Q. Why would it be in the borrower's interest A. I don't know. I'd have to look at the 3 documents to answer that question. 3 to release that security interest? Q. Does looking at that checklist indicate to A. If the borrowers paying off the loan 4 4 5 you one way or the other what was supposed to occur 5 related to the security interest, then it's in the with that financing statement? б 6 borrower's interest to have the security be free and 7 MR. CALLAGY: Objection to form. 7 clear. 8 8 BY THE WITNESS: Q. And the synthetic lease transaction was a 9 A. No. I'd have to review the underlying 9 secured transaction? 10 10 MR. CALLAGY: Objection to form. document. Q. Were there any UCCs that were required to 11 11 BY THE WITNESS: be terminated in connection with closing the 12 12 A. To my memory, yes. transactions we're discussing? 13 Q. And in connection with unwinding the 13 MS. BOMCHILL: Objection to the form of the 14 14 synthetic lease, termination statements were filed? question. 15 MS. BOMCHILL: Asked and answered. 15 BY THE WITNESS: 16 16 BY THE WITNESS: 17 A. I don't remember anywhere that we were 17 A. Yeah. Based on my memory, yes. 18 Q. And do the items listed under 5(a) on 18 required or which ones. 19 Q. I'm not asking now to tell me which ones. 19 page MB4233 reflect those financing statements that MS. BOMCHILL: He answered the question. were to be terminated as part of this closing? 20 20 MR. CALLAGY: Objection to form. 21 BY MR. FISHER: 21 MS. BOMCHILL: Same objection. 22 Q. Was it necessary to file any termination 22 statements in connection with closing on the unwinding 23 BY THE WITNESS: 23 of the synthetic lease transaction? 24 2.4 A. The documents under 5(a) show the financing 25 MS. BOMCHILL: Objection to form. 25 statements that we inputted when putting together this

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2 2 Q. And how did you select the financing 3 statements that were inputted there? 3 4 A. We received financing statements that were 4 to counsel for JPMorgan? 5 identified by Mike Perlowski after doing his UCC 5 6 6 about Exhibit 8? search. 7 Q. And based on Mr. Perlowski's -- did 7 MR. FISHER: Yes. 8 8 Mr. Perlowski identify three financing statements for BY THE WITNESS: 9 9 termination? 10 10 A. I don't remember exactly, but I think there 11 was e-mail correspondence. 11 exact version that's here, but. O. How many financing statements are listed 12 12 here on this checklist? 13 transaction? 13 14 MR. CALLAGY: Excuse me? 14 A. Mardi Merjian. 15 O. What firm is he with? 15 MR. FISHER: On this checklist. A. Simpson Thacher, I think. 16 16 MR. CALLAGY: Financing statements? 17 MR. FISHER: I'm talking just about --17 checklist to Mr. Merjian? 18 MS. BOMCHILL: Just 5(a)? 18 19 19 MR. FISHER: Just 5(a). 20 BY THE WITNESS: 20 A. There are three listed in 5(a). 21 21 O. You said earlier that it's in the 22 O. And did that -- the information that's 22 there was input by Mr. Gonshorek? 23 23 24 A. I think so. 24 Q. And it was based on a search performed by A. I think I said that. 25 25 Page 22 1 Mr. Perlowski? 1 2 2 release security interest? MS. BOMCHILL: Objection to the form. 3 MR. CALLAGY: Object to the form. 3 4 question. 4 BY THE WITNESS: 5 5 A. I think Stewart entered, you know, the financing statements listed after, you know, reviewing 6 6 BY THE WITNESS: 7 7 an e-mail from Mike. 8 8 Q. The heading on the top of this page says, 9 Closing checklist, General Motors release of 9

the transaction. So I'm not exactly sure who, but I circulated it by e-mail.

Q. Did you circulate a copy of this checklist

MR. CALLAGY: This checklist, you're talking

- A. I did circulate a draft of the checklist to counsel for JPMorgan. I don't know if it was the
- Q. And who was counsel for JPMorgan on this
- Q. Why did you circulate a version of this
- A. I wanted to be sure -- we wanted to be sure we were on the same page about what needed to be done for closing and who was doing what.
- borrower's interest to release security interests in connection with a closing such as this; is that right?

Page 24

- Q. Who -- is the borrower authorized to
- MS. BOMCHILL: Object to the form of the

MR. CALLAGY: Objection to the form.

- A. I don't remember the specifics, but the documents would have, would contain what authority or rights the borrower has in a lease payoff or loan payoff.
- Q. I'm going to show you what's previously been marked as Exhibit 4. Focusing just on the first page of this exhibit. Do you recognize this e-mail?
 - A. Yes.

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- O. What is it?
- A. It's an e-mail from Mike to me and, you know, from reading it, it contains financing statements. I can read through it more, but.
- Q. That's okay. But looking at the first number, 2, that appears in the e-mail it refers to, quote, financing statement as to equipment, fixtures, and related collateral located at certain U.S. manufacturing facilities, file No. 6416808 4. File date, November 30, 2006.

Focusing on that language and turning to

12 transaction? A. I'd have to view the documents to remember 13 exactly, but I think that JPMorgan Chase was the lead 14 lender and agent. Something like that. Administrator 15 maybe. 16 17 Q. This is not a memory test, and you will have a chance to see those documents. But as best you 18 19 can recall now, they were an agent or --A. Administrator maybe. 20 21 Q. Who else received copies of this checklist? MR. CALLAGY: Objection to form. 22 BY THE WITNESS: 23 24 A. The checklist -- I circulated the checklist

to various parties during, while we were working on

properties from JPMorgan Chase synthetic lease.

What was the role of JPMorgan Chase in this

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checklist.

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as far as reviewing the financing statements. At some

Q. If you look at MB1100, is that the schedule

MS. BOMCHILL: What was your number? I'm sorry.

point I saw, I remember seeing one of the schedules

Q. I'm going to show you what's previously

been marked as Exhibit 3. Mr. Green, looking just at

the first page of this exhibit, do you know who made

MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 9 a document No. MB5452

(Deposition Exhibit No. 9 was so

Q. You should have before you what's been

an e-mail from you to Stacey Braybrook and Stewart

marked as Plaintiff's Exhibit 9. This appears to be

from one of the financing statements.

you recall seeing?

BY THE WITNESS:

A. No.

A. No.

A. Okay.

through 5465.

BY MR. FISHER:

MR. FISHER: 1100.

the markings on this document?

Q. You can set that aside.

marked.)

Page 25

Page 27

Page 28

1 page 1099 of this exhibit. Is page 1099 a copy of the 2 financing statement referred to in that e-mail? 3

- filing or the Department of State with the same filing number, so it looks like it is.
- Q. And why was Mr. Perlowski providing this

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- search, so it was in response to a request from me.
- Q. What did you do with the results of the UCC
- A. I don't remember exactly what I did with
- 17 Q. Was this information that was used in 18 preparing the closing checklist for this transaction? 19

BY THE WITNESS:

A. Like I said, Stewart entered filing numbers so I presume, you know, he did so using information that he obtained probably from this e-mail. But that's the extent of my understanding of how the

Gonshorek; is that correct?

A. Yes. It appears to be the case.

Q. And what are you asking those two to do? A. I asked, Can you insert the doc numbers including the version number, I give an example, of your drafts into the doc number column of the attached

draft checklist.

- Q. Okay. And if you turn to page 5463.
- A. Okay.
- Q. Were you referring in your e-mail to the column that's labeled doc number?
 - A. Yes.
- O. And the second doc number from the bottom 1457978.1. Does that .1 indicate that it's the first version of that document on the system?
- MS. BOMCHILL: Object to the form of the question.

BY THE WITNESS:

A. It indicates that it's whatever's -- the information in that document is saved as the first version, you know, as indicated by the system. So you can save something. You can enter information and save it as the first version, you know, but it may -you know, you can do that over and over again and keep the document as a first version.

A. There's a stamp on page 1099 from the UCC

information and these documents to you?

MS. BOMCHILL: Object to the form of the question.

BY THE WITNESS:

- A. I asked Mike Perlowski to run the UCC
- search that were transmitted to you by Mr. Perlowski?
- the results.
- - MR. CALLAGY: Objection to form.
- 23 24 information got to the checklist. 25

Page 26

- Q. Did you review the -- at the time that you 2 received this e-mail, did you review the documents 3 that were attached? 4 A. No. 5 Q. Why not? 6 A. I don't remember exactly. 7 Q. Do you know whether anyone at Mayer Brown aside from Mr. Perlowski who gathered the information 8
- 9 reviewed the information that was attached to this 10 e-mail?
- MR. CALLAGY: Objection to form. 11 12

BY THE WITNESS:

- 13 A. Yes. I don't know exactly what other people did with the information that they got. 14
- MR. FISHER: Read back my last question, please. 15 16 (Record read as requested.)
- 17 MR. CALLAGY: And I have a continuing objection as to the form of that question. 18
- 19 BY MR. FISHER:
- Q. Do you know who -- do you know whether 20 anyone at Mayer Brown reviewed the information that 21 22 was attached to this e-mail?
- 23 MS. BOMCHILL: Asked and answered.
- 24 BY THE WITNESS: 25 A. At some point I can only speak for myself

	Page 29		Page 31
1	Q. Understood. So the .1 indicates that it	1	e-mail that you authored?
2	was saved as the first version as indicated on Mayer	2	A. Yes.
3	Brown's document management system?	3	Q. And to whom did you send it?
4	A. Uh-huh.	4	A. I sent this e-mail to a Arun Sundaram and
5	Q. Why was it important to you to include	5	Timothy (inaudible).
6	document numbers and versions in the checklist?	6	Q. In who are they?
7	MS. BOMCHILL: Objection to form.	7	A. They're both with GM.
8	MR. CALLAGY: Objection to form.	8	Q. And what did you send them?
9	BY MR. FISHER:	9	A. It says I sent you know, I attached a
10	Q. Was it important to you to indicate	10	checklist.
11	document numbers and versions on this checklist?	11	Q. Why did you send it to them?
12	MS. BOMCHILL: Object to the form.	12	A. I sent them the checklist so that they were
13	BY THE WITNESS:	13	aware of how the transaction was progressing to keep
14	A. It was important to have, you know, version	14	them in the loop.
15	numbers on the checklist.	15	Q. Were they your primary client contacts at
16	Q. And why?	16	GM on this transaction?
17	A. I think that given that there's a	17	A. Yes. They were among the
18	possibility that there are multiple versions, it just	18	primary contacts.
19	is more specific as to which one should be referenced	19	Q. Do you recall ever receiving any
20	or is referenced, which version.	20	corrections from them to the checklist that you, the
21	Q. And that's important to make sure that you	21	closing checklist that you circulated?
22	use the correct document for closing?	22	A. No.
23	MS. BOMCHILL: Object to the form.	23	MR. FISHER: I'll ask the court reporter to
24	BY THE WITNESS:	24	please mark as Plaintiff's Exhibit 11 a document
25	A. Well, it depends at what point we're at in	25	numbered MB5602.
23	Page 30	23	Page 32
_		_	
1	the transaction. So it could be important for the	1	(Deposition Exhibit No. 11 was so
2	correct document at closing or so we know which draft	2	marked.)
3	we're talking about. It depends.	3	BY MR. FISHER:
4	Q. So it's just a way to track the documents	4	Q. Mr. Green, my apologies. Before we look at
5	that will be needed at closing?	5	11, just turn back for a moment to Plaintiff's
6	MR. CALLAGY: Objection to form.	6	Exhibit 10.
7	MR. FISHER: Withdrawn.	7	A. Okay.
8	BY MR. FISHER:	8	Q. The second sentence of your e-mail says,
9	Q. It says focusing on that, again, second	9	quote, I plan on sending draft documents to counsel
10	entry from the bottom, document No. 1457978.1. Next	10	for the trustee and the administrative agent shortly,
11	to status it says, Draft circulated by MB on 10-15-08.	11	close quote. Who was counsel for the administrative
12	This e-mail that appears at the first page of this	12	agent?
13	exhibit is dated October 14. Do you know what	13	A. JPMorgan. I'm sorry. Mardi Merjian.
14	accounts for that discrepancy?	14	Q. And JPMorgan was the administrative agent?
15	MR. CALLAGY: Objection to form.	15	A. Yes.
16	BY THE WITNESS:	16	Q. And does that refresh your recollection as
17	A. I don't remember why there's that	17	to what role JPMorgan had in this transaction?
18	discrepancy.	18	A. Assuming that I'm correct here, then I
19	MR. FISHER: Okay. I'll ask the court reporter	19	think so.
20	to mark as Plaintiff's Exhibit 10 a document numbered	20	Q. Who was counsel for the trustee?
21	MB5592 through 5599.	21	A. I don't remember.
22	(Deposition Exhibit No. 10 was so	22	Q. And when you refer to, in this e-mail to
23	marked.)	23	JPMorgan as administrative agent, do you assume that

you were correct?

A. I'm probably correct.

Q. Mr. Green, is Plaintiff's Exhibit 10 an

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BY MR. FISHER:

Page 33

Page 35

1	Q. You can turn now to what we've marked as	1	BY THE WITNESS:
2	Plaintiff's Exhibit 11.	2	A. I don't remember. But looking at this, he
3	A. Okay.	3	asks me to send it across, so I would guess that my
4	Q. The second e-mail communication here	4	will do is in response to please send it across.
5	appears to be a communication from Mr. Sunderom to you	5	Q. And did you in fact send it across?
6	and he writes, quote, I took a quick look and it looks	6	A. I did send the checklist to Mardi Merjian.
7	good. Please send it across. I will also reach out	7	MR. FISHER: I'll ask the court reporter to mark
8	to JPM, close quote. Do you remember receiving this	8	as Plaintiff's Exhibit 12 a document numbered JPM906
9	e-mail?	9	through 908.
LO	A. No.	10	(Deposition Exhibit No. 12 was so
L1	Q. Do you have any reason to doubt you	11	marked.)
L2	received it?	12	MR. FISHER: Let's just go off the record for
L3	A. No.	13	just one moment.
L4	Q. Did Mr. Sunderom to your knowledge reach	14	(A short break was had.)
L5	out to JPM?	15	BY MR. FISHER:
L6	A. I don't remember.	16	Q. You should have before you what's been
L7	Q. And JPM refers to JPMorgan?	17	marked as Plaintiff's Exhibit 12 which is a document
18	A. I think that's what he's referring to.	18	numbered JPM-CB906 through 908. Focusing on the first
L9	Q. Do you have any understanding as to why he	19	page, have you seen that page before?
20	would say he would reach out to JPMorgan?	20	A. I don't remember. I may have seen this.
21	MS. BOMCHILL: Objection to form.	21	It's like
22	BY THE WITNESS:	22	Q. And you're listed as a cc on this e-mail.
23	A. I think he'd reach out to the business	23	Is that your correct e-mail on that address?
24	people.	24	A. Yes.
25	Q. And when he says it looks good, do you	25	Q. Is there any reason to believe you did not
	Page 34		Page 36
1	understand him to be referring to the checklist you	1	receive this e-mail?
2	circulated?	2	A. No.
3	A. You know, reading this e-mail, it looks	3	Q. Who appears to be the center of this
4	like that's what he's replying to, but I don't	4	e-mail?
5	remember if there was any other, anything else that he	5	A. Arun Sundaram.
6	could be referring to. I don't exactly remember what	6	Q. The recipient is identified as Richard
7	he's referring to.	7	Duker. Do you know who Mr. Duker is?
8	Q. Looking at the exchange below and just	8	A. At the time of the transaction he was with
9	reading that to yourself, based on that, does it	9	JPMorgan.
LO	appear to you that when he says it looks good, he's	10	Q. And in connection with unwinding the lease
L1	referring to the checklist that you forwarded to him?	11	transaction, did you have any interactions with
L2	MS. BOMCHILL: Objection to form.	12	Mr. Duker?
L3	BY THE WITNESS:	13	A. I do not remember interacting with him
L4	A. Unless there's something else that I don't	14	directly.
L5	remember, based on what I'm looking at right now, the	15	Q. So when you needed something from JPMorgan,
L6	e-mail string, it looks like that's what he's	16	did you go through counsel?
L7	referring to.	17	MR. CALLAGY: Objection to form.
L8	Q. And when you respond to him and say, Will	18	MS. BOMCHILL: Listen to his question.
L9	do, what are you representing that you will do?	19	BY MR. FISHER:
20	A. I think that.	20	Q. When you needed something from JPMorgan,
21	MS. BOMCHILL: I think we should try to clarify	21	did you go through counsel?
22	again whether you're testifying from your knowledge or	22	MR. CALLAGY: Objection to form.
23	from the document. When he asks the question, let's	23	BY THE WITNESS:
24 25	do them in order. What you remember and what you think the document says.	24 25	A. I understood that Mardi Merjian, JPMorgan's counsel, was their counsel. So with respect to the
ניב	unne die document savs.	∠ ⊃	counsel, was then counsel. So will respect to the

10 (Pages 37 to 40)

	Page 37		Page 39
1	document drafts, I would send them to, you know,	1	(Record read as requested.)
2	counsel to review.	2	BY THE WITNESS:
3	Q. In looking at the attachment to this	3	A. It depends.
4	e-mail, does that appear to be a version of the	4	Q. Sitting here today, are you aware of any
5	checklist that was prepared by you and Mr. Gonshorek?	5	document that indicates any correction to the
6	A. Yes.	6	checklist at all that was communicated to you by
7	Q. And at any point in time did you ever learn	7	JPMorgan or its counsel?
8	that Mr. Duker had any comments or corrections to the	8	MR. CALLAGY: Objection to form.
9	checklist?	9	BY THE WITNESS:
10	A. I don't remember.	10	A. I don't remember.
11	Q. Would you turn, please, to the second to	11	Q. You don't remember whether you ever
12	last page of this exhibit and focusing on	12	received any written withdrawn.
13	category 5(a), did Mr. Duker either directly or	13	I'll ask the court reporter to mark as
14	through counsel ever communicate any corrections to	14	Plaintiff's Exhibit 13 a document numbered
15	you of that portion of the checklist?	15	JPM-CB-STB72 through 77.
16	MR. CALLAGY: Objection to form.	16	(Deposition Exhibit No. 13 was so
17	MS. BOMCHILL: Objection to form.	17	marked.)
18	BY THE WITNESS:	18	BY MR. FISHER:
19	A. I don't remember.	19	Q. Mr. Green, do you recognize this document?
20	Q. Is there some document that you could look	20	A. Yes.
21	at that would refresh that you're aware of that	21	Q. What is it?
22	refresh your recollection as to whether Mr. Duker	22	A. It looks like an e-mail from me to Mardi
23	either directly or through counsel ever communicated	23	Merjian and Glen.
24	any correction to that section of the checklist?	24	Q. Who is Glenn?
25	MS. BOMCHILL: Same objection.	25	A. I think it's Glenn Kenton with RLF.
	Page 38		Page 40
1	BY THE WITNESS:	1	Page 40 Q. What was his role in this transaction?
1 2	BY THE WITNESS: A. I don't know of any such document.	1 2	Q. What was his role in this transaction?A. I think RLF was counsel for the trustee.
	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to		Q. What was his role in this transaction?A. I think RLF was counsel for the trustee.Q. And on October 15, 2008, when you sent this
2 3 4	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or	2 3 4	Q. What was his role in this transaction?A. I think RLF was counsel for the trustee.Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian?
2 3 4 5	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction	2 3 4 5	 Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks
2 3 4 5 6	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist?	2 3 4 5 6	 Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent
2 3 4 5 6 7	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form.	2 3 4 5 6 7	 Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which
2 3 4 5 6 7 8	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection.	2 3 4 5 6 7 8	 Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our
2 3 4 5 6 7 8 9	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS:	2 3 4 5 6 7 8	Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our perspective and so that he was updated as to the
2 3 4 5 6 7 8 9	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. I don't remember.	2 3 4 5 6 7 8 9	Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our perspective and so that he was updated as to the status of the drafts.
2 3 4 5 6 7 8 9 10	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. I don't remember. Q. If they did communicate such a correction,	2 3 4 5 6 7 8 9 10 11	Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our perspective and so that he was updated as to the status of the drafts. MR. FISHER: Okay. I'm going to ask the court
2 3 4 5 6 7 8 9 10 11	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. I don't remember. Q. If they did communicate such a correction, would you have some record of it?	2 3 4 5 6 7 8 9 10 11	Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our perspective and so that he was updated as to the status of the drafts. MR. FISHER: Okay. I'm going to ask the court reporter to mark as Plaintiff's Exhibit 14 a document
2 3 4 5 6 7 8 9 10 11 12 13	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. I don't remember. Q. If they did communicate such a correction, would you have some record of it? MR. CALLAGY: Objection to form.	2 3 4 5 6 7 8 9 10 11 12	Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our perspective and so that he was updated as to the status of the drafts. MR. FISHER: Okay. I'm going to ask the court reporter to mark as Plaintiff's Exhibit 14 a document numbered JPM-CB-STB184, 185, and then the third page
2 3 4 5 6 7 8 9 10 11 12 13 14	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. I don't remember. Q. If they did communicate such a correction, would you have some record of it? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection.	2 3 4 5 6 7 8 9 10 11 12 13 14	Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our perspective and so that he was updated as to the status of the drafts. MR. FISHER: Okay. I'm going to ask the court reporter to mark as Plaintiff's Exhibit 14 a document numbered JPM-CB-STB184, 185, and then the third page is 206.
2 3 4 5 6 7 8 9 10 11 12 13 14 15	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. I don't remember. Q. If they did communicate such a correction, would you have some record of it? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS:	2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our perspective and so that he was updated as to the status of the drafts. MR. FISHER: Okay. I'm going to ask the court reporter to mark as Plaintiff's Exhibit 14 a document numbered JPM-CB-STB184, 185, and then the third page is 206. (Deposition Exhibit No. 14 was so
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. I don't remember. Q. If they did communicate such a correction, would you have some record of it? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. If JPMorgan I'm sorry. If Mardi Merjian	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our perspective and so that he was updated as to the status of the drafts. MR. FISHER: Okay. I'm going to ask the court reporter to mark as Plaintiff's Exhibit 14 a document numbered JPM-CB-STB184, 185, and then the third page is 206. (Deposition Exhibit No. 14 was so marked.)
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	BY THE WITNESS: A. I don't know of any such document. Q. Now, not limiting the question to Mr. Duker, did anyone at JPMorgan either directly or through counsel ever communicate to you any correction to section 5(a) of this checklist? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. I don't remember. Q. If they did communicate such a correction, would you have some record of it? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same objection. BY THE WITNESS: A. If JPMorgan I'm sorry. If Mardi Merjian sent me any comments to the checklist? MS. BOMCHILL: If you want to hear the question again, let her read the question. MR. FISHER: The witness was in the middle of an answer. MS. BOMCHILL: Well, you know, he was asking you	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. What was his role in this transaction? A. I think RLF was counsel for the trustee. Q. And on October 15, 2008, when you sent this e-mail, why did you send it to Mr. Merjian? A. Well, in this e-mail I'm reading, it looks like I attached the checklist. And I would have sent the checklist so that Mardi was aware of which documents were involved with the closing from our perspective and so that he was updated as to the status of the drafts. MR. FISHER: Okay. I'm going to ask the court reporter to mark as Plaintiff's Exhibit 14 a document numbered JPM-CB-STB184, 185, and then the third page is 206. (Deposition Exhibit No. 14 was so marked.) MR. FISHER: Can we just stay off the record for a minute. (Discussion off the record.) (Deposition Exhibit No. 15 was so marked.) BY MR. FISHER:

			, σ
	Page 41		Page 43
1	A. It looks like an e-mail from me to Mardi	1	checklist the corresponding document number to the
2	Merjian and Michael Ledyard.	2	third referenced UCC is 1457978.1. The document
3	Q. Do you have any reason to doubt that you	3	number referenced on the UCC financing statement in
4	sent this e-mail?	4	Exhibit 15 on page 206 is 1457978. So they appear to
5	A. No.	5	be the same number except for the version number.
6	Q. And what do you reference as the	6	Q. And you said Mr. Gonshorek to the best of
7	attachments to this e-mail?	7	your knowledge prepared this page. Did you review the
8	MS. BOMCHILL: Again, you're asking him what the	8	closing documents prepared by Mr. Gonshorek?
9	document says or are you asking him what he remembers,	9	A. Yes. I reviewed the draft documents that
10	just so we're clear.	10	Stewart prepared, uh-huh.
11	MR. FISHER: What the document says.	11	Q. Would that include this page 206?
12	BY THE WITNESS:	12	A. Yes.
13	A. The document says that I attached an	13	Q. And did you copy Mr. Gordon on this e-mail
14	updated checklist and drafts of the closing documents,	14	to Mr. Merjian?
15	except the deeds and title affidavits.	15	MS. BOMCHILL: Could you refer to what you're
16	Q. And if you turn to page 206 of Plaintiff's	16	referring to?
17	Exhibit 15, was that page among the draft closing	17	MR. FISHER: I'm sorry. I'm sure it's confusing.
18	documents sent to Mr. Merjian?	18	I'm referring to Plaintiff's Exhibit 15.
19	A. I don't know, but looking at the e-mail and	19	BY THE WITNESS:
20	the exhibit that I got in front of me assuming is what	20	A. It looks like, yeah, Robert Gordon is cc'd
21	it was attached to the e-mail that I actually sent it	21	on the e-mail.
22	looks to be that way in looking at it.	22	MR. FISHER: Can I ask the court reporter to
23	Q. And looking at page 206, do you know who	23	mark this will be the last exhibit we mark before
24	prepared that document? That page?	24	lunch. I'll ask the court reporter to mark as
25	A. This appears to be a financing statement	25	Plaintiff's Exhibit 15.
	Page 42		Page 44
1		1	
1	amendment that's a termination. Based on my memory,	1	MS. BOMCHILL: 16.
2	Stewart prepared UCC terminations so I think Stewart	2	MR. FISHER: 16. Plaintiff's Exhibit 16 is a
3	prepared this.	3	two-page document numbered JPM-CB-STB366 through 367.
4	Q. And at the bottom on the last line of this	4	(Deposition Exhibit No. 16 was so
5	page there's a document number. Is that the Mayer	5	marked.)
6	Brown document management system number that relates	6	BY MR. FISHER:
7	to this document?	7	Q. Mr. Green, is this Mr. Merjian's response
8	A. I don't remember exactly what the document	8	to what's been marked as Plaintiff's Exhibit 15?
9	number on the Mayer Brown system is, so I don't know.	9	MS. BOMCHILL: Object to the form.
10	But so I don't know.	10	BY THE WITNESS:
11	Q. Does that number tie to the number that	11	A. It's Exhibit 16, and in looking at the
12	this document was assigned on the closing checklist	12	e-mail that's in front of me, the e-mail string, you
13	that you prepared?	13	know, it appears that this is in response to my e-mail
14	A. I don't remember the number on the	14	from October 15th where I sent the updated checklist
15	checklist, but I could confirm if I saw a copy of the	15	and the draft closing documents.
16	checklist.	16	Q. When Mr. Merjian writes, quote, Nice job on
17	Q. Why don't you do that, please. You should	17	the documents, close quote, do you have an
18	have a version of the checklist with document numbers	18	understanding as to what documents he was referring
19	in front of you as Plaintiff's Exhibit 9. You may	19	to?
20	have forgotten the question.	20	A. Can you rephrase the question?
21	Would you please read back the question.	21	Q. Yes. Looking at Plaintiff's Exhibit 16 and
22	(Record read as requested.)	22	Mr. Merjian's comment, quote, Nice job on the
23	BY THE WITNESS:	23	documents, close quote?
24	A. I'm comparing the checklist attached to	24	A. Uh-huh.
' 1 E	Limbulate () and in anotion 7(a) and this attached	·) [1) What is vous understanding as to what

25

Q. What is your understanding as to what

Exhibit 9 and in section 7(a) on this attached

	Page 45		Page 47
1		1	
1 2	documents Mr. Merjian is referring to? A. Based on looking at the e-mail string now,	1 2	Q. Yes. Did Mr. Merjian ever tell you that financing statement file No. 6416808 4 should not be
3	it looks like, you know, he's referring to the	3	listed on the closing checklist?
4	documents I sent him in my e-mail from the 15th.	4	A. I don't remember Mardi Merjian telling me
5	That's the prior e-mail in the e-mail string.	5	that the financing statement references 6416808 4
6	Q. And is that the e-mail and attachments	6	shouldn't be on the checklist.
7	that's been marked as Plaintiff's Exhibit 15?	7	Q. During the period through and including the
8	A. It looks from looking at Exhibit 15, just	8	closing on this transaction, did anyone ever tell you
9	comparing the date and time and the content of the	9	that that financing statement should not be referenced
10	e-mail that's lower in the string from Exhibit 16, it	10	on the closing checklist?
11	looks like that e-mail is the prior e-mail. You know,	11	MS. BOMCHILL: I'm sorry. Could I hear the
12	the one that came before the one Mardi sent on the	12	question back again.
13	Friday, October 17th.	13	(Record read as requested.)
14	Q. So it looks like to you that that's	14	BY THE WITNESS:
15	Mr. Merjian's response to your e-mail which is marked	15	A. I don't remember anyone telling me that
16	as Plaintiff's Exhibit 15. I think that's what you	16	that financing statement 6416808 4 should not be
17	said. I'm trying to make sure I understood you.	17	referenced on the checklist.
18	A. Uh-huh. Based on my review of the exhibit,	18	Q. If someone had told you that, is that
19	it looks like Mardi, the e-mail he sent on the 17th is	19	something you would remember?
20	in response to the e-mail I sent on the 15th.	20	MS. BOMCHILL: Objection to the form of the
21	MR. FISHER: If it works for everyone else, this	21	question.
22	would be a good time to break for lunch.	22	BY THE WITNESS:
23	(A short break was had.)	23	A. Can you rephrase?
24	MR. FISHER: I'll ask the court reporter to mark	24	Q. If Mr. Merjian told you that the financing
25	as Plaintiff's Exhibit 17 a document that begins at	25	statement No. 6416808 4 should not be terminated in
	D 46		P 40
	Page 46	-	Page 48
1	page MB5 and concludes at MB18.	1	connection with this transaction, would you have taken
2	page MB5 and concludes at MB18. (Deposition Exhibit No. 17 was so	2	connection with this transaction, would you have taken any action?
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2 3 4	page MB5 and concludes at MB18. (Deposition Exhibit No. 17 was so marked.) BY MR. FISHER:	2 3 4	connection with this transaction, would you have taken any action? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same.
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2 3 4 5 6	page MB5 and concludes at MB18. (Deposition Exhibit No. 17 was so marked.) BY MR. FISHER: Q. Mr. Green, please have a look at Plaintiff's Exhibit 17 and describe what this document	2 3 4 5 6	connection with this transaction, would you have taken any action? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same. BY THE WITNESS: A. Can you rephrase the question?
2 3 4 5 6 7	page MB5 and concludes at MB18. (Deposition Exhibit No. 17 was so marked.) BY MR. FISHER: Q. Mr. Green, please have a look at Plaintiff's Exhibit 17 and describe what this document is?	2 3 4 5 6 7	connection with this transaction, would you have taken any action? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same. BY THE WITNESS: A. Can you rephrase the question? Q. Yes. If prior to the closing of this
2 3 4 5 6 7 8	page MB5 and concludes at MB18. (Deposition Exhibit No. 17 was so marked.) BY MR. FISHER: Q. Mr. Green, please have a look at Plaintiff's Exhibit 17 and describe what this document is? A. From looking at it, it looks like an e-mail	2 3 4 5 6 7 8	connection with this transaction, would you have taken any action? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same. BY THE WITNESS: A. Can you rephrase the question? Q. Yes. If prior to the closing of this transaction Mr. Merjian had told you that there was a
2 3 4 5 6 7 8 9	page MB5 and concludes at MB18. (Deposition Exhibit No. 17 was so marked.) BY MR. FISHER: Q. Mr. Green, please have a look at Plaintiff's Exhibit 17 and describe what this document is? A. From looking at it, it looks like an e-mail from me to Mardi Merjian and Michael Ledyard attaching	2 3 4 5 6 7 8 9	connection with this transaction, would you have taken any action? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same. BY THE WITNESS: A. Can you rephrase the question? Q. Yes. If prior to the closing of this transaction Mr. Merjian had told you that there was a financing statement that had been listed in error,
2 3 4 5 6 7 8	page MB5 and concludes at MB18. (Deposition Exhibit No. 17 was so marked.) BY MR. FISHER: Q. Mr. Green, please have a look at Plaintiff's Exhibit 17 and describe what this document is? A. From looking at it, it looks like an e-mail from me to Mardi Merjian and Michael Ledyard attaching drafts of deeds and updated checklist.	2 3 4 5 6 7 8	connection with this transaction, would you have taken any action? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same. BY THE WITNESS: A. Can you rephrase the question? Q. Yes. If prior to the closing of this transaction Mr. Merjian had told you that there was a financing statement that had been listed in error, would you have done anything with that information?
2 3 4 5 6 7 8 9	page MB5 and concludes at MB18. (Deposition Exhibit No. 17 was so marked.) BY MR. FISHER: Q. Mr. Green, please have a look at Plaintiff's Exhibit 17 and describe what this document is? A. From looking at it, it looks like an e-mail from me to Mardi Merjian and Michael Ledyard attaching	2 3 4 5 6 7 8 9	connection with this transaction, would you have taken any action? MR. CALLAGY: Objection to form. MS. BOMCHILL: Same. BY THE WITNESS: A. Can you rephrase the question? Q. Yes. If prior to the closing of this transaction Mr. Merjian had told you that there was a financing statement that had been listed in error,
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circulate drafts of the documents to Mardi Merjian to

Page 51

2			
	review.	2	unwind, yes.
3	Q. And if Mr. Merjian had said, Don't file a	3	Q. And you r
4	reference to a termination statement on the closing	4	know that you wer
5	checklist, could you as GM's counsel proceed to,	5	A. I didn't use
6	nonetheless, file that?	6	I said, I think, you
7	MR. CALLAGY: Objection to form.	7	communicating th
8	BY THE WITNESS:	8	Q. And you a
9	A. I don't know. I'd have to review the	9	reviewed the docs.
10	underlying documents.	10	A. Based on i
11	Q. No one did anyone ever tell you don't	11	like I wrote that.
12	file a termination for financing statement file	12	Q. And you h
13	6416808 4?	13	wrote that?
14	A. I don't remember anyone telling me not to	14	A. Correct.
15	file the termination related to 61 6416808 4.	15	Q. And Mard
16	MS. BOMCHILL: Just let the record reflect that	16	Mr. Merjian?
17	he's reading the number off the document.	17	A. Yes.
18	BY MR. FISHER:	18	Q. And what
19	Q. This Plaintiff's Exhibit 17 is copied to	19	A. I think I w
20	Mr. Gordon. What was Mr. Gordon's role in unwinding	20	to the documents r
21	the lease?	21	Q. And would
22	MS. BOMCHILL: Object to the form.	22	withdrawn.
23	BY THE WITNESS:	23	I'll ask the
24	A. Bob Gordon was the partner that I was	24	Plaintiff's Exhibit
25	working with in representing GM to accomplish the	25	JPM-CB-STB427
	Page 50		31 W CD 51D 127
1	unwind.	1	(Depos
			\
2	Q. And what was your understanding of what his	2	marke
3	responsibilities were with respect to that	3	marke BY MR. FISHER:
3 4	responsibilities were with respect to that transaction?	3 4	marke BY MR. FISHER: Q. Mr. Green,
3 4 5	responsibilities were with respect to that transaction? A. I understood that he was supervising me	3 4 5	marke BY MR. FISHER: Q. Mr. Green, reviewing this. My
3 4 5 6	responsibilities were with respect to that transaction? A. I understood that he was supervising me as you know, supervising me in the preparation of	3 4	marke BY MR. FISHER: Q. Mr. Green, reviewing this. My to review it is: Did
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	responsibilities were with respect to that transaction? A. I understood that he was supervising me as you know, supervising me in the preparation of documents related to the unwind. Q. And were there tasks in connection with the unwind that were performed by Mr. Gordon? A. I don't remember Bob performing any specific tasks. MR. FISHER: I'll ask the court reporter to mark as Plaintiff's Exhibit 18 a one-page document numbered MB4295. (Deposition Exhibit No. 18 was so marked.) BY MR. FISHER: Q. Mr. Green, you will see that the second e-mail in this string is an e-mail from Ms. Romick to you dated October 23, 2008. And it states, quote, Hi, are you working on this? Thanks, close quote.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	marke BY MR. FISHER: Q. Mr. Green, reviewing this. My to review it is: Did instructions in conr transaction? A. Yes. Q. I see you ca to the document. T Exhibit 19 contain a instructions that yo A. It appears f that does contain a that I prepared. Q. And genera purpose of having e closing this transac MS. BOMCHIL question.
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	responsibilities were with respect to that transaction? A. I understood that he was supervising me as you know, supervising me in the preparation of documents related to the unwind. Q. And were there tasks in connection with the unwind that were performed by Mr. Gordon? A. I don't remember Bob performing any specific tasks. MR. FISHER: I'll ask the court reporter to mark as Plaintiff's Exhibit 18 a one-page document numbered MB4295. (Deposition Exhibit No. 18 was so marked.) BY MR. FISHER: Q. Mr. Green, you will see that the second e-mail in this string is an e-mail from Ms. Romick to you dated October 23, 2008. And it states, quote, Hi, are you working on this? Thanks, close quote. Does this refer to the unwinding of the synthetic lease?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	marke BY MR. FISHER: Q. Mr. Green, reviewing this. My to review it is: Did instructions in conn transaction? A. Yes. Q. I see you ca to the document. T Exhibit 19 contain a instructions that yo A. It appears f that does contain a that I prepared. Q. And genera purpose of having e closing this transac MS. BOMCHIL question. BY THE WITNES A. Generally e

to me that you just referenced as referring to the

- responded by letting Ms. Romick ere working on this?
- se those words, but based on what u know, that's what I was nat, yes, I'm working on this.
- also wrote, quote, Mardi has s, close quote. Did you write that?
- my review of the e-mail, it looks
- have no reason to doubt that you
- di there is referring to
- is the docs referring to?
- would have used the docs to refer related to the transaction.
- ld that include the checklist --

court reporter to mark as 19 a document numbered

through 437.

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sition Exhibit No. 19 was so ed.)

- , feel free to take your time y question after you've had a chance d you prepare draft escrow nection with the closing of this
- an answer that without reference That's fine. Does this Plaintiff's a copy of the draft escrow ou prepared?
- from my review of the Exhibit 19 draft of the escrow instructions
- ally speaking, what was the escrow instructions as part of ction?
- LL: Object to the form of the

SS:

escrow instructions would -- by parties sign off on escrow uld confirm that we were on the

Page 53 Page 55 1 same page, we meaning the representatives of the 1 corrections he wished to make to the escrow letter, 2 parties, about what would happen at closing. 2 what would vou have done? Q. And if you turn to page 436 of Exhibit 19, 3 3 MR. CALLAGY: Objection to form. you prepared a signature line for Mr. Merjian. Did 4 4 BY THE WITNESS: 5 you want to ensure that Mr. Merjian was on the same 5 A. If I received any comments from Mardi 6 page with respect to the steps that were necessary for 6 regarding the escrow letter, I would have discussed 7 closing? 7 them with him or considered them. 8 8 MR. CALLAGY: Objection to form. Q. Turning to page 453 which is the second 9 page of this exhibit, there's an e-mail from 9 BY THE WITNESS: Mr. Duker. And you're not a direct cc on this e-mail, A. I wanted to make sure Mardi Merjian, you 10 10 11 know, the attorney, understood or -- yeah, that we 11 but do you remember having seen this e-mail? were on the same page about what would happen at 12 MS. BOMCHILL: He's not an indirect either. 12 13 MR. FISHER: He is in the sense that the e-mail 13 closing. 14 Q. And who actually typed up these escrow 14 was forwarded to him. 15 15 instructions? BY THE WITNESS: A. I don't remember. 16 A. What was the question? 16 Q. Do you recall having seen this e-mail from 17 O. Who were the candidates? 17 Mr. Duker to Mr. Merjian before today? 18 A. It's possible that I did. I guess it's 18 possible that, you know, Stacey or Stewart typed them, A. No, I don't recall. 19 19 20 Q. Do you have any recollection of Mr. Duker 20 but it's -- yeah. Q. To your knowledge, is there some way to 21 ever transmitting to you any comments regarding the 21 draft escrow letter that you had prepared? 22 look at the electronic history of this document to 22 determine who did the data input? 23 23 24 A. I don't know for sure. 24 MR. FISHER: I'll ask the court reporter to mark O. You transmitted these draft escrow as Exhibit 21 a document numbered JPM-CB-STB885 25 2.5 Page 54 1 1 instructions to Mr. Merjian? through 887 and as Exhibit 22 a document numbered MB24 A. Looking at the Exhibit 19, it looks like I 2 2 through MB30. 3 3 did send the draft escrow instructions to Mardi (Deposition Exhibit No. 21 and 22 4 was so marked.) 4 Meriian. 5 5 BY MR. FISHER: MR. FISHER: I'll ask the court reporter to mark 6 б as Plaintiff's Exhibit 20 a document numbered Q. Mr. Green, did Mr. Merjian sign the draft 7 7 escrow instructions that you had prepared? JPM-CB-STB452 through 454. 8 8 A. I remember that he signed them. (Deposition Exhibit No. 20 was so 9 Q. And in looking at the second page of --9 marked.) 10 10 rather, looking at page 887 of Exhibit 21, is it your BY MR. FISHER: understanding that that's Mr. Merjian's signature? Q. Mr. Green, did you get any feedback from 11 11 A. Looking at this exhibit, I see a signature 12 Mr. Merjian with respect to the draft escrow 12 13 that looks to me like it says Mardi R. Merjian on the 13 instructions? line above Mardi Merjian's name. A. I can't recall, but looking at the 14 14 Exhibit No. 20, it looks like based on this e-mail Q. And do you know whether Mr. Ledyard who's 15 15 16 listed as attorney for the trustee ever signed these 16 string I did. 17 Q. And referring to the top part of this 17 instructions? e-mail where Mr. Merjian writes, quote, It was fine, 18 A. Yeah. I remember that had he signed them. 18 Q. In looking at Exhibit 22, the last page of close quote. Do you recall receiving that e-mail from 19 19 that exhibit, does that look to you to be 20 20 Mr. Meriian? Mr. Ledyard's signature on the draft escrow 21 A. I don't recall. 21 22 22 Q. Do you have any reason to doubt you instructions? 23 23 received it? A. I think I understood this to be a signature based on my review of the document and my memory that 24 A. No. 24 25 Q. If Mr. Merjian had any problems or 25 this was Michael Ledyard's signature.

Page 57 Page 59 1 Q. And so sitting here today, it's your 1 BY THE WITNESS: 2 understanding that the escrow instructions were fully 2 A. Without the stamp. 3 executed? 3 MS. BOMCHILL: I wasn't asking you the question. 4 A. Yes, that's my understanding. In looking 4 MR. FISHER: I appreciate the clarification. 5 at this exhibit, I don't see a signature for the title 5 BY MR. FISHER: company. And based on my memory, they would have had 6 6 Q. So Mr. Gonshorek -- just to clarify, 7 to sign this, too, for it to be fully executed. 7 Mr. Gonshorek prepared this document without the 8 8 MS. BOMCHILL: Is there another page to this stamp. How did it then acquire the stamp? 9 MR. CALLAGY: Objection to the form. 9 exhibit? 10 MR. FISHER: Katie tells me that there is. 10 BY MR. FISHER: 11 (Discussion off the record.) 11 Q. Another way of asking the same question, do you know how this came to be file stamped? 12 MR. FISHER: I'll ask the court reporter to mark 12 as Plaintiff's Exhibit 23 a two-page exhibit numbered 13 13 A. I can assume, but I don't know. 891 and 893. 14 14 Q. What's your assumption about how it was MS. BOMCHILL: From JPMorgan. 15 15 filed? How it came to be filed? MR. FISHER: Yes. It's JPM-CB-STB891 and then 16 A. Generally in order for a financing 16 17 there's a page 893. 17 statement amendment to get a stamp, it would have to 18 (Deposition Exhibit No. 23 was so 18 be filed. 19 19 marked.) Q. And who does the filing? On this 20 BY MR. FISHER: 20 transaction who did the filing? 21 O. Mr. Green, is Plaintiff's Exhibit 23 A. I understood that Stewart would file the 21 22 Mr. Wineman's signature on behalf of the title 22 financing statement. company -- Why don't we let Mr. Callagy and 23 23 Q. So you assume that Mr. Gonshorek filed 24 Mr. Panarella look at this before you testify. 24 this? 25 (Discussion off the record.) 25 MS. BOMCHILL: Objection to the form of the Page 60 Page 58 1 MR. FISHER: I'll withdraw the last question. 1 auestion. 2 2 BY MR. FISHER: BY MR. FISHER: 3 Q. Mr. Green, looking at page 893, is it your 3 Q. Mr. Green, you said you understood that understanding that that is Mr. Wineman's signature on 4 Stewart would file it, and I'm just trying to 4 5 behalf of the title company? 5 understand to the best of your knowledge who did file A. Based on -- yes. Based on my review of 6 6 7 Exhibit 23, it looks like this is the signature of 7 MS. BOMCHILL: I think he already testified. 8 8 Bill Wineman from LandAmerica, the title company. BY THE WITNESS: 9 Q. And I'm going to hand you what's previously 9 A. I think Stewart Gonshorek would have filed been marked as Exhibit 5. Do you recognize that 10 10 this. document? 11 11 Q. And do you recognize this to be a 12 A. Yes. I recognize -- I see that this 12 termination statement? document, you know, is a UCC financing statement 13 13 A. Yes. I see that termination is marked. termination that's been stamped. 14 14 Q. And I'm not asking you to offer any legal Q. Have you seen this document before today? 15 conclusions. On its face, what does it purport to 15 16 A. I don't remember. I don't recall. 16 terminate? 17 Q. Do you know whether this document was filed 17 A. Looking at the document, Exhibit 5, there's with the Secretary of State of Delaware? 18 an initial financing statement that's referenced in 18 19 A. I assume that it was filed based on the 19 1(a). I think it would terminate that initial 20 stamp that appears. 20 financing statement. Q. Do you know who prepared this document? 21 21 Q. And line No. 2, there's a check next to a A. I think this document was prepared by 22 22 box that says termination, do you see that? 23 Stewart Gonshorek. 23 MS. BOMCHILL: You mean with the stamp or without 24 24 Was it Mr. Gonshorek who checked that box? 25 the stamp? 25 A. I don't know.

	Page 61		Page 6
1	Q. Looking at the file stamp forget the	1	Q. Is that because you don't know whether or
2	document. Was this document filed to your knowledge?	2	not Mr. Merjian read what you sent him?
3	MS. BOMCHILL: That's been asked and answered.	3	A. I don't know. I don't know whether Mardi
4	BY THE WITNESS:	4	Merjian read what I sent to him.
5	A. Can you rephrase?	5	Q. If Mr. Merjian had looked at the closing
6	Q. Yeah. Was Plaintiff's Exhibit 5, was it	6	checklist that you had sent him, would that have been
7	filed?	7	sufficient information for him to know that that
8	A. Can you rephrase the question?	8	termination statement would be filed with respect to
9	Q. Was Plaintiff's Exhibit 5 transmitted to	9	financing statement 6416808 4?
10	the Delaware Department of State for filing?	10	MR. CALLAGY: Objection to form.
11	A. Without looking at the exhibit I don't know	11	BY THE WITNESS:
12	if it was filed.	12	A. I don't know.
13	Q. And looking at the exhibit do you know	13	Q. Did you make any efforts to let Mr. Merjian
14	whether it was filed?	14	know that you intended to file this termination
15	A. Looking at the exhibit I see a stamp that	15	statement?
16	suggests that it was filed with the Department of	16	MR. CALLAGY: Objection to form.
17	State, the Delaware Department of State.	17	MS. BOMCHILL: Objection to form. Other than
18	Q. And do you have any reason to doubt the	18	what he's testified to today or do you want him to go
19	authenticity of that filing stamp?	19	through his testimony?
20	A. No.	20	MR. FISHER: No. I'll withdraw the question.
21	Q. Was Mr. Merjian made aware that this	21	Just give us a moment.
22	termination statement was going to be filed?	22	(Brief pause.)
23	A. The underlying financing statement was	23	BY MR. FISHER:
24	referenced on the checklist which I sent to Mardi	24	Q. Mr. Green, did you send Mr. Merjian a draft
25	Merjian.	25	version of what became the termination statement
	Page 62		Page 6
_			
1	Q. And does that fact lead you to conclude one	1	that's been marked as Plaintiff's Exhibit 5?
2	way or the other whether Mr. Merjian knew that this	2	A. Yes, I think so.
3	was going to be filed?	3	Q. And is that the is that the draft
4	MR. CALLAGY: Objection to the form.	4	termination statement that appears at page 206 as
5	BY THE WITNESS:	5	what's been marked as Plaintiff's Exhibit 15?
6	A. I don't know.	6	A. Based on my review of Exhibit 15 and page
7	Q. I asked you whether Mr. Merjian knew that	7	206, it looks like it is.
8	this was going to be filed, and in response you told	8	Q. Thank you, you can put that aside. Did
9	me that the referenced financing statement was listed	9	there come a point in time when you learned that
10	on the closing checklist that was transmitted to	10	Plaintiff's Exhibit 5 was filed by mistake?
11	Mr. Merjian. And I'm trying to understand what your	11	MR. CALLAGY: Objection to form.
12	relationship to your answer is to my question?	12	BY THE WITNESS:
13	A. Okay.	13	A. Yes. That point in time came.
14	MR. CALLAGY: So what's the question?	14	Q. When was it that you first learned that
15	MS. BOMCHILL: What is the question?	15	Plaintiff's Exhibit 5 was filed by mistake?
16	BY MR. FISHER:	16	A. Sometime in June.
17	Q. Would the witness explain the relationship	17	Q. June of 2009?
18	of his answer that the referenced financing statement	18	A. Yes.
19	was on the closing checklist to my question which is	19	Q. I guess that's the only June since the
20	was Mr. Merjian made aware that this was going to be	20	transaction closed?
21	filed?	21	A. Uh-huh.
22	MR. CALLAGY: Objection to the form.	22	Q. How did that first come to your attention?
23	BY THE WITNESS:	23	A. I first knew that there was a concern about
24	A. I don't know what Mardi Merjian knew and	24	the UCC filing did you say how? I'm sorry.

Q. Yeah. How did it first come to your

what he was aware of.

conversations with others and from documents you

reviewed, what was your understanding as to why it was

Page 65 Page 67 1 attention? I had in my office a copy of the closing book. I 2 2 looked at the -- I pulled out and I guess to some A. By getting a call from Bob Gordon. extent looked at, I don't know if I want to say 3 Q. What did Mr. Gordon tell you? 3 4 A. I don't remember exactly. 4 reviewed it, the escrow agreement, I think, and the 5 Q. In substance as best you can what did he 5 checklist. 6 6 tell you? Q. And after learning of this stated concern 7 A. He told me that he had gotten a call from 7 about the UCC filing and performing this review, what 8 someone with a concern about the UCC and asked me to did you learn? gather my files for a meeting. 9 9 MS. BOMCHILL: Object to the form of the Q. And at the time of this conversation --10 10 question. 11 forget that whole prelude to my question. 11 BY THE WITNESS: Who did Mr. Gordon tell you had called him 12 12 A. I learned a lot of that in a meeting with 13 about this UCC filing? 13 counsel. I don't know if that --14 A. I don't remember. 14 MS. BOMCHILL: Yeah. That's privileged. Q. What did Mr. Gordon tell you about what the 15 15 BY MR. FISHER: expressed concern was about this UCC filing? 16 O. I don't want you to tell me anything that 16 MS. BOMCHILL: Again, you're limiting your you learned in a meeting that was attended by 17 17 question to that telephone call; right? 18 18 Ms. Bomchill. 19 MR. FISHER: Yes. 19 A. Uh-huh. 20 BY MR. FISHER: 20 Q. I'm asking you what you learned -- did you 21 Q. Was it a telephone call with Mr. Gordon or learn anything about whether there was cause for 21 concern about this Plaintiff's Exhibit 5 and your 22 an in-person meeting when he first told you that there 22 was concerns about this UCC filing? And when I say 23 initial review of the closing binder and the other 23 24 this UCC filing, we're referring to what's been marked 24 documents that you just referenced? as Plaintiff's Exhibit 5? 25 A. No. Prior to meeting with counsel, I was 25 Page 66 Page 68 1 A. It was a telephone call, yeah. able to identify in the checklist and in the escrow 2 Q. What else did he tell you? 2 instructions which financing statement was causing the 3 A. He told me that. What I remember him 3 concern. telling me was that he got a call, you know, it was 4 4 O. And it was Plaintiff's Exhibit 5 that was 5 related to GM. There's a UCC filing that there was 5 causing the concern? concern about, you know, whether -- about the 6 6 A. Yeah. I think so. Yep. 7 7 Q. And, again, before meeting with counsel, termination that we filed related to the unwind and he did you report back to Mr. Gordon? 8 wanted me to look further into it and get my 8 9 documents. 9 A. I did have an in-person meeting with 10 Q. Is that what you proceeded to do? 10 Mr. Gordon before meeting with counsel. Q. What happened during that meeting? 11 A. Yeah. 11 Q. Did you then -- what did you review when A. We discussed -- Well, first I let him know 12 12 Mr. Gordon -- when Mr. Gordon asked you to look into that the UCC causing the concern was referenced on the 13 13 this UCC filing and you said you went back and you 14 14 checklist and in the escrow instructions. I think proceeded to review documents, what did you review? 15 that was primarily what we discussed. I don't 15 16 MS. BOMCHILL: Let's just be clear. You're 16 remember a lot of, you know, other details except I 17 asking about documents that he may have reviewed prior 17 remember discussing that. I mean, I remember having to consulting counsel? an exchange about, like, this being an important 18 18 19 MR. FISHER: Yes. 19 issue. An important -- but no details about --20 because I hadn't seen the actual UCC at that point. 20 BY MR. FISHER: 21 Q. Specifically documents that you reviewed in 21 It was just this was -- it was a big concern. Q. And, again, not based on conversations with 22 response to Mr. Gordon's initial query of you? 22 MS. BOMCHILL: If any. 23 counsel but based on what you may have learned in 23

24

25

A. Well, in response to Bob Gordon's request,

24

25

BY THE WITNESS:

18 (Pages 69 to 72)

	Page 69		Page 71
1	a big concern?	1	UCC to the extent that I could, you know, determine
2	MS. BOMCHILL: Object to the form. Why don't you	2	whether it was on, you know, the if it was
3	clarify if there were any other conversations with	3	involved. So I went to the escrow instructions and
4	anyone else.	4	the checklist and showed those to Bob so that he could
5	BY MR. FISHER:	5	see, you know, that it was on, within the universe of
6	Q. Were there aside from that telephone	6	documents involved in the unwind.
7	conversation and then the in-person conversation with	7	Q. I'm going to try to restate that and tell
8	Mr. Gordon, did you have any other conversations about	8	me if I'm restating it fairly or not. You reported
9	the UCC filing at issue here with anyone aside from	9	that to Mr. Gordon because you wanted him to know that
10	counsel?	10	the UCC that was now being called into question was
11	A. I had a conversation with Patrick McNerney,	11	identified on the closing checklist and was identified
12	a partner, about the UCC concern.	12	in the escrow instructions?
13	Q. Mr. McNerney is a partner here at Mayer	13	A. Yes. I wanted to show him that the UCC was
14	Brown?	14	on the checklist and in the closing escrow
15	A. Yes.	15	instructions.
16	Q. Why did you go to Mr. McNerney? I'm sorry.	16	Q. Did you tell Mr. Gordon that the checklist
17	Did you go to him or did he come to you?	17	and the did you tell Mr. Gordon that the checklist
18	A. He received the call from Bob. I was with	18	had been sent to Mr. Merjian?
19	him at the time so then he gave the phone to me.	19	A. I don't remember if I told him that.
20	Q. Did you have any substantive conversations	20	Q. Do you remember that subject coming up?
21	with Mr. McNerney about the UCC filing that we're	21	A. I remember him
22	talking about?	22	MS. BOMCHILL: Again, we're talking about only in
23	A. No.	23	your conversations with Mr. Gordon.
24	Q. So aside from. My question is about	24	BY THE WITNESS:
25	substantive communications. You testified about a	25	A. I remember telling Bob that I had
	Page 70		Page 72
1	telephone call and an in-person conversation with	1	circulated the checklist.
2	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive	1 2	circulated the checklist. Q. To Mr. Merjian?
2	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the	2	circulated the checklist. Q. To Mr. Merjian? A. To the parties.
2 3 4	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4?	2 3 4	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan?
2 3 4 5	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4? A. I didn't have any other substantive	2 3 4 5	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan? A. The parties would include counsel for
2 3 4 5 6	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4? A. I didn't have any other substantive conversations with anybody.	2 3 4 5 6	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan? A. The parties would include counsel for JPMorgan.
2 3 4 5 6 7	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4? A. I didn't have any other substantive conversations with anybody. Q. And in that in-person meeting with	2 3 4 5 6 7	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan? A. The parties would include counsel for JPMorgan. Q. And did you tell Mr. Gordon that
2 3 4 5 6 7 8	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4? A. I didn't have any other substantive conversations with anybody. Q. And in that in-person meeting with Mr. Gordon, you told me that you reported to	2 3 4 5 6 7 8	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan? A. The parties would include counsel for JPMorgan. Q. And did you tell Mr. Gordon that Mr. Merjian had signed off on the escrow instructions?
2 3 4 5 6 7 8 9	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4? A. I didn't have any other substantive conversations with anybody. Q. And in that in-person meeting with Mr. Gordon, you told me that you reported to Mr. Gordon that the UCC in question was listed on the	2 3 4 5 6 7 8	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan? A. The parties would include counsel for JPMorgan. Q. And did you tell Mr. Gordon that Mr. Merjian had signed off on the escrow instructions? MR. CALLAGY: Objection, form.
2 3 4 5 6 7 8 9	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4? A. I didn't have any other substantive conversations with anybody. Q. And in that in-person meeting with Mr. Gordon, you told me that you reported to Mr. Gordon that the UCC in question was listed on the checklist and the escrow instructions?	2 3 4 5 6 7 8 9	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan? A. The parties would include counsel for JPMorgan. Q. And did you tell Mr. Gordon that Mr. Merjian had signed off on the escrow instructions? MR. CALLAGY: Objection, form. BY THE WITNESS:
2 3 4 5 6 7 8 9 10	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4? A. I didn't have any other substantive conversations with anybody. Q. And in that in-person meeting with Mr. Gordon, you told me that you reported to Mr. Gordon that the UCC in question was listed on the checklist and the escrow instructions? A. (Nodding.)	2 3 4 5 6 7 8 9 10	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan? A. The parties would include counsel for JPMorgan. Q. And did you tell Mr. Gordon that Mr. Merjian had signed off on the escrow instructions? MR. CALLAGY: Objection, form. BY THE WITNESS: A. I had a copy of the escrow instructions. I
2 3 4 5 6 7 8 9 10 11	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4? A. I didn't have any other substantive conversations with anybody. Q. And in that in-person meeting with Mr. Gordon, you told me that you reported to Mr. Gordon that the UCC in question was listed on the checklist and the escrow instructions? A. (Nodding.) MS. BOMCHILL: You have to do an audible answer.	2 3 4 5 6 7 8 9 10 11	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan? A. The parties would include counsel for JPMorgan. Q. And did you tell Mr. Gordon that Mr. Merjian had signed off on the escrow instructions? MR. CALLAGY: Objection, form. BY THE WITNESS: A. I had a copy of the escrow instructions. I had a closing book. I had a signed copy.
2 3 4 5 6 7 8 9 10 11 12 13	telephone call and an in-person conversation with Mr. Gordon. Did you have any substantive conversations with anyone aside from counsel about the UCC filing No. 6416808 4? A. I didn't have any other substantive conversations with anybody. Q. And in that in-person meeting with Mr. Gordon, you told me that you reported to Mr. Gordon that the UCC in question was listed on the checklist and the escrow instructions? A. (Nodding.) MS. BOMCHILL: You have to do an audible answer. BY MR. FISHER:	2 3 4 5 6 7 8 9 10 11 12 13	circulated the checklist. Q. To Mr. Merjian? A. To the parties. Q. Including JPMorgan? A. The parties would include counsel for JPMorgan. Q. And did you tell Mr. Gordon that Mr. Merjian had signed off on the escrow instructions? MR. CALLAGY: Objection, form. BY THE WITNESS: A. I had a copy of the escrow instructions. I had a closing book. I had a signed copy. Q. And you showed that to Mr. Gordon?
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from Morgan Lewis about the UCC filings that are at

Page 73 Page 75 1 MR. FISHER: Can I ask the court reporter to 1 A. Generally, we send drafts, or the paralegal 2 2 would send drafts of the UCC financing statement to mark as Plaintiff's Exhibit 24 a document numbered 3 MB3. 3 the UCC compliance team. 4 (Deposition Exhibit No. 24 was so 4 Q. Do you know specifically whether 5 marked.) 5 Mr. Gonshorek sent a draft of Plaintiff's Exhibit 5 (A short break was had.) 6 6 before it was filed? 7 BY MR. FISHER: 7 A. I don't know specifically. 8 8 Q. Mr. Green, I've given you what's been Q. Who's Richard Newman? 9 marked as Plaintiff's Exhibit 24 which has the number 9 A. Richard Newman is a UCC specialist. MB3. Who is Mary Swanger? 10 10 Q. He's an attorney? 11 A. She is a paralegal here. 11 A. Yes. Q. And looking down at her signature block, O. And who is Jean Watt? 12 12 she appears to have the title of supervisor of UCC 13 13 A. Jean Watt is the paralegal manager. 14 compliance? 14 Q. Did you have any conversations with 15 Mr. Newman about the UCC filings that are at issue? 15 A. Uh-huh. A. No, not prior to any, you know, privileged Q. What is your understanding of Ms. Swanger's 16 16 17 responsibilities? 17 conversation. 18 A. We have a UCC compliance team here at Mayer 18 Q. And what about with Ms. Watt? Brown so, you know, prior to seeing this signature I 19 19 When I was -- at some point when I was 20 didn't realize that she had a title of just -- you 20 gathering information, I took a look in Stewart know, of supervisor of UCC compliance. But I guess 21 Gonshorek's old office. Jean Watt was in there 21 that she's the supervisor of the team. 22 22 looking for files and we mentioned to each other that Q. What does the UCC compliance team do? 23 we were looking for UCC or information -- you know, 23 24 A. They review draft UCC statements before and 24 files related to UCC filing. raise any issues that they can tell before they're 25 Q. What was Ms. Watt looking for? 25 Page 74 Page 76 1 filed. 1 A. I think she was looking for files relating 2 2 to the UCC filing. Q. And does the firm have a policy about 3 having the UCC compliance team review UCC filings 3 Q. And when did you -- when did this happen that you walked into Stewart's old office and saw before they're filed? 4 4 5 5 Ms. Watt looking for these files? MS. BOMCHILL: Object to the form. 6 A. It happened the day that I got the call 6 BY THE WITNESS: 7 7 from Bob about the UCC filing. A. I don't know what the exact firm policy is Q. And this e-mail from Ms. Swanger is dated 8 or if there is one, but I know that it's recommended 8 9 at least to send the draft UCCs to the compliance 9 June 16th, 2009. Did you get the call from Mr. Gordon 10 10 before or after receiving this e-mail? team. With respect to the UCC filings in 11 A. Before. I got the call from Mr. Gordon 11 connection with the closing on the synthetic lease or before I personally received the e-mail. 12 12 the unwinding of the synthetic lease, do you know Q. Did it happen the same day? 13 13 whether or not any of those UCC filings were reviewed A. Yeah, it was the same day. I was out of 14 14 by the UCC compliance team? the office when I got the call. 15 15 16 A. I think so. 16 Q. And this e-mail which is Plaintiff's 17 Q. And what do you base that opinion on? 17 Exhibit 24 says, quote, Richard Toder of Morgan Lewis MS. BOMCHILL: You may answer to the extent that 18 contacted Mayer Brown today to find out why Stewart 18 19 you don't reveal anything that would be protected from 19 Gonshorek filed a particular UCC termination in disclosure under the attorney-client privilege. 20 October of 2008. Morgan Lewis is representing 20 21 BY THE WITNESS: 21 JPMorgan Chase in the GM proceedings. 22 Have you had any conversations with anyone

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issue?

A.

No, I have not.

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A. I don't remember.

A. I think so.

Q. You think they reviewed it, though?

Why do you think they reviewed it?

Page 79

1 Q. And in this e-mail Ms. Swanger provides you 1 Q. I'm going to hand you what's previously 2 with phone numbers for Richard Toder, Andrew been marked as Plaintiff's Exhibit 6. I'll represent 2 to you that you are not listed as a recipient or a 3 Gottfried, and Richard Petretti. Did you attempt to 3 copied party to this cover e-mail. Before today, have 4 call any of those individuals about this matter? 4 5 5 you ever seen Plaintiff's Exhibit, this first page of A. No. 6 Plaintiff's Exhibit 6? 6 Q. This e-mail says that Mr. Toder, quote, 7 Wanted us to understand that the matter is urgent, 7 A. No. 8 close quote. At the time did you understand why the 8 Q. Turn then to the next page and with matter was considered urgent by Mr. Toder? 9 reference to pages 77, 78, and 79, is that a document 9 you've seen before today? A. No. 10 10 11 Q. When did you first -- sitting here today --11 A. No. 12 Q. Are you aware that Mr. Gordon signed an 12 withdrawn. affidavit concerning the UCC filings we've been 13 13 When did you first realize that this was a 14 significant issue? 14 discussing? MS. BOMCHILL: Objection to the form of the 15 MS. BOMCHILL: Are you asking him other than in 15 connection with privileged communications? 16 16 question. 17 17 BY THE WITNESS: MR. FISHER: Yes. 18 A. When I received the call from Bob, based on 18 BY THE WITNESS: 19 his tone, I understood that it was important. 19 A. No. 20 O. And describe his tone? 20 O. And you haven't seen this document before A. He seemed, you know, concerned and angry at 21 today? 21 22 22 me. 23 Q. Would you look, please, at paragraph 8 of 23 Q. Angry at you? Is that what you said? 24 MS. BOMCHILL: I think he said angry. 24 this affidavit. It says, quote, Unbeknownst to me, MR. FISHER: I apologize. 25 the paralegal tasked with filing the termination 25 Page 78 Page 80 1 1

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BY MR. FISHER:

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- Q. In that subsequent meeting with Mr. Gordon when you reported to him that the UCC filings at issue were referenced in the escrow instructions and the closing checklist, what was his reaction?
- A. I don't remember a specific response or reaction to that information.
- Q. After the unwinding of the synthetic lease transaction closed, did you have any communications with anyone at Simpson Thacher & Bartlett about the transaction? In other words, obviously during the period that you were closing there were communications. After the transaction closed, did you have any further communication with Simpson Thacher 14 about the transaction?
- A. I don't recall, but I may have got a request for signed documents.
- Q. And that would have been in some period 18 19 shortly after the closing? 20
 - A. Uh-huh.
- Q. Aside from potentially a request for closing documents, can you think of any other 22 communications that you had with Simpson Thacher
- 25

thereafter?

statement for the GM leasing financing statement referred to above also caused a termination statement to be filed with respect to a UCC 1 financing statement that is entirely unrelated to the transaction or the properties.

Do you know who the paralegal referenced in that paragraph is?

- A. I assume that's -- I can make an assumption about who it is, but I don't know.
 - Q. Who do you think it is?
 - A. Stewart Gonshorek.
- Q. And when this document which appears be signed by Mr. Gordon, when it says that this paralegal caused the termination statement to be filed, do you have any reason to doubt the accuracy of that statement?

MS. BOMCHILL: Objection to form.

18 BY THE WITNESS:

- A. No.
- Q. And before the termination statement was filed, was Mr. Gordon made aware that it was going to be filed?

MR. CALLAGY: Objection to form.

BY THE WITNESS:

A. Prior to the filing of the termination

West Court Reporting Services 800.548.3668 Ext. 1

Page 81 Page 83 1 statement, I sent Bob copies of at least the checklist 1 JPMorgan Chase as part of the lending group that had 2 we saw in the other exhibits which referenced the 2 made the arrangements with GM? 3 termination. 3 MR. FISHER: Objection as to form. 4 MR. FISHER: Why don't we take a short break and 4 BY THE WITNESS: 5 5 I'm very close to done. A. Yes. 6 6 (A short break was had.) Q. And is it your understanding as part of the 7 7 MR. FISHER: I'm happy to report I don't have any work that you were doing in this matter that that 8 security was going to be released? 8 further questions. 9 9 A. Yes. I understood that the security MS. BOMCHILL: I'm happy that you're reporting relating to the synthetic lease was going to be 10 10 that. 11 THE WITNESS: I'm happy, too. 11 released. 12 MR. CALLAGY: But I do. Q. Now, let me ask you to take a look up at 12 13 the top of this document. It says, Initial financing 13 **CROSS-EXAMINATION** 14 BY MR. CALLAGY: 14 statement 6416808 4 on 11-30-06, and then what is your 15 understanding of what that reference is to? 15 Q. Mr. Green, thank you. I represent JPMorgan, as you know. I have a few questions for 16 A. My understanding is that reference 16 you. Can you turn to Plaintiff's Exhibit 5, please. references the initial financing statement or the 17 17 At the bottom of the document there's a reference to a underlying financing statement that would be 18 18 matter No. 00652500. Do you see that? 19 terminated by this termination document. 19 20 20 Q. And did there come a point in time when you A. Yes. 21 learned that the initial financing statement 6416808 4 21 Q. Do you know what that refers to in context of what we're discussing today? did not relate in any way to the synthetic lease 22 22 23 arrangement between General Motors and JPMorgan and 23 Yes. 24 O. What is that? 24 the lending syndicate? A. It's the Mayer Brown matter number which 25 MR. FISHER: Objection as to form. 25 Page 84 1 means, you know, on every matter for clients they get 1 BY THE WITNESS: 2 a specific matter number and this one was the one 2 A. Not outside of privileged conversation. 3 related to the JPMorgan Chase unwind. And it may have 3 Q. Now, have you ever heard the reference, a been broader than that. I think it also related to 4 reference to a term loan arrangement in connection 4 5 the synthetic lease. Synthetic lease and the unwind. 5 with General Motors? 6 Q. When you said synthetic lease and the 6 A. Not outside of privileged conversation. 7 unwind, how do you differentiate between those two? 7 Q. So prior to -- when did that privileged A. The unwind, I just use that term to refer 8 8 conversation take place? 9 to starting with my meeting and the task in putting 9 Starting in June. 10 together the checklist to release the documents, or 10 Q. Of '09? the security for the synthetic lease. When I use 11 11 A. Yes. synthetic lease, I use that term to include anything 12 12 Q. Prior to June of '09 had you heard any kind that may have happened prior that we did related to of a reference to a term loan facility between, on the 13 13 that facility. I didn't work on that, but -- so I one hand, General Motors parties and, on the other 14 14 don't know the detail. But I know this number was set hand, JPMorgan and other lender parties? 15 15 16 up prior to just the unwind. 16 MR. FISHER: Objection. 17 Q. And so when you say that the number 17 BY THE WITNESS: referred in all cases, though, to the synthetic lease 18 18 A. No. 19 financing arrangement? 19 Q. Had you ever worked in any way on behalf A. Yes. That's my understanding. of either Mayer Brown or anyplace else in connection 20 20 with the term loan facility between General Motors and Q. And it didn't refer to anything else? 21 21 A. Correct. 22 22 JPMorgan or other lender parties? 23 Q. As part of the synthetic lease financing 23 A. No.

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Q. Now, let me show you some documents that

have been marked earlier today. If you take a look at

arrangement, did you learn at some point in time that

there had been certain security that had been taken by

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Page 85

Page 87

Plaintiff's Exhibit 8, I believe this is a -- you testified this was a checklist that you prepared, or you and Mr. Gonshorek prepared and it's dated October 6, 2008?

MS. BOMCHILL: I think the e-mail is dated October 6.

BY MR. CALLAGY:

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- Q. If you look at paragraph 5 of the document which is MB4233, specifically the part of the paragraph 5(a) which says, Financing statement as to equipment, fixtures, and related collateral located at certain U.S. manufacturing facilities recorded on 11-30-06 as file No. 6416808 4. Do you see that, sir?
 - A. Yes.
- Q. And, of course, we can all agree that that's the same number that appeared on the initial financing statement on Plaintiff's Exhibit 5?
 - A. Uh-huh. That's correct.
- Now, to the extent you had anything to do with the preparation of this checklist or this draft of the checklist which is Plaintiff's Exhibit 8, did you have any intention to release or to include on this document, any -- Withdraw that question.

As part of your preparation of this checklist, did you have any expectation that any

Mr. Gonshorek that these were liens that had to be cleared in connection with the synthetic lease transaction: is that correct?

- A. Our intention was to list liens or list security that should have or that was secured by the synthetic lease.
- Q. Now, was it your intention -- including the reference to that particular lien, was it your intention to release or to explain that you were going to release any security on any loan with General Motors other than the synthetic lease?
- A. No. Our intention was only to list security secured by the synthetic lease.
- Q. And to the extent the reference that I just read to you purported to release security on a term loan, why was that included on this checklist?
- A. I don't know. I don't know exactly why it was included on the checklist.
- Q. Well, did you intend to include on the checklist any reference of any kind to any financing arrangement to General Motors and JPMorgan other than that which would have related to the synthetic lease?

MR. FISHER: Objection.

BY THE WITNESS:

A. No.

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- Q. When you prepared this checklist in October, the version of the checklist, did you believe that you had any authority from JPMorgan to release any security in connection with any term loan financing between General Motors on the one hand and JPMorgan on the other?
- A. No. The checklist was prepared based on the documents underlying the synthetic lease.
- Q. Now, the beginning of your work on this synthetic lease transaction, the unwind. Up until the point you had your conversation with counsel in June of '09, I believe it was, did you ever believe that in the context of your work that you would be releasing any security or filing any UCC 3 that would release any security in connection with assets, backstopping, a term loan arrangement between General Motors on the one hand and JPMorgan on the other?

MR. FISHER: Objection.

BY THE WITNESS:

- A. No.
- Q. Did you believe during that same point, during that same time frame, that you had any permission from JPMorgan to release any security relating to the term loan between General Motors and JPMorgan?

reference on this checklist would release security for a General Motors term loan with JPMorgan?

MR. FISHER: Objection.

BY THE WITNESS:

- A. No. The intent was to list the documents which would release security relating to the synthetic lease facility.
- O. When this information that I just read to you that was placed on this checklist, did you have an understanding that you were authorized by JPMorgan to 10 release security which was a backup to a term loan facility between General Motors and JPMorgan and its lenders?
- MR. FISHER: Objection as to form and argumentative.

BY THE WITNESS:

- A. Can you repeat the question?
- Q. Sure. The document says in paragraph 5(a), it refers to a financing statement as to equipment, fixtures, and related collateral located at certain U.S. manufacturing facilities recorded on 11-30-06 as
- file No. 6416808 4? 23 A. Right.
- 24 Q. I believe your prior testimony was that this reflected on the part of yourself and 25

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1 MR. FISHER: Objection. 1 BY MR. CALLAGY: 2 MS. BOMCHILL: Do you want to hear the question 2 Q. I believe you testified, sir, that 3 again? 3 Mr. Merjian was talking, was responding to you, to 4 THE WITNESS: Yes. 4 your e-mail which is the bottom of this page in which 5 (Record read as requested.) 5 you say, Mardi and Michael, attached please find an BY THE WITNESS: б updated checklist and drafts of the closing documents. 6 7 A. I understood that by closing, assuming 7 Do you see that, sir? 8 closing we were authorized to release security related 8 A. Yes. 9 9 to the Chase synthetic lease. Q. And Mr. Merjian says to you, Ryan, nice job Q. And, in fact, during the period of time 10 10 on the documents. You see that? 11 from beginning of October '08 to June of '09 you were 11 Yes. unaware of the existence of any other financing 12 12 O. At the time you received Mr. Merjian's arrangement which we now call the term loan; is that 13 e-mail as reflected in Plaintiff's Exhibit 16, did you 13 14 correct, sir? 14 understand Mr. Merjian to be authorizing you to A. That's correct. 15 release security or liens in connection with security 15 having to do with any financing arrangements other O. Do you believe that other than JPMorgan 16 16 itself that any of its counsel authorized you or than the synthetic lease transaction? 17 17 Mayer Brown to file a release of security in 18 18 MR. FISHER: Objection. connection with the synthetic release transaction 19 19 BY THE WITNESS: 20 other than security as relating to the synthetic lease 20 A. When I received this e-mail. I understood transaction? 21 his comments here to mean that he didn't have any 21 22 MR. FISHER: Objection as to form and it calls 22 additional comments to the documents. 23 23 for legal conclusion. Q. But did you have any -- did you have any 24 BY THE WITNESS: 24 belief that Mr. Merjian was authorizing you by virtue Q. I'll rephrase it. Do you believe that any of sending you this e-mail that you could file a 25 25 Page 92 1 counsel for JPMorgan ever authorized you or Mayer release of lien in connection with assets related to a 1 2 Brown to release security supporting any financing 2 term loan transaction? arrangement other than the synthetic lease 3 3 MR. FISHER: Objection. 4 4 transaction? BY THE WITNESS: 5 5 MR. FISHER: Same objection. A. When I received this e-mail. I understood 6 BY THE WITNESS: 6 it to mean that Mardi didn't have additional comments 7 7 A. Can you rephrase the question? to the documents. I didn't understand it to mean Q. Sure. From time to time you had 8 8 anything about filing documents because we weren't at communications with Simpson Thacher in connection with 9 9 closing. 10 your work with the synthetic lease transaction. Did 10 Q. You did not understand -- I take it you did you ever form the opinion that Simpson Thacher was not understand his e-mail to be authorizing you or 11 11 authorizing you to release security in connection with 12 12 Mayer Brown to file any particular release of lien financing arrangements other than as it related to the 13 13 whatsoever? synthetic lease transaction? 14 14 MR. FISHER: Objection. MR. FISHER: Objection. 15 BY THE WITNESS: 15 BY THE WITNESS: 16 A. I understood it to mean that he didn't have 16 17 A. I didn't form an opinion that counsel for 17 additional comments. JPMorgan authorized release of any security other than 18 18 O. On the documents? that related to the synthetic lease. 19 19 A. On the documents. Q. So let me show you, sir -- take a look at 20 20 Q. Take a look at Plaintiff's Exhibit 20, if Plaintiff's Exhibit 16. This is an e-mail dated you would, please. Now, again, this is an -- the 21 21 Friday, October 17th, from Mr. Merjian to you, sir. beginning of this is an e-mail from Mr. Merjian to you 22 22 MR. FISHER: Mr. Callagy, just give us a moment dated October 27 and it's in response to your e-mail 23 23 to look for the exhibit, please. 24 24 at the bottom of the page. Do you see that, sir?

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(Brief pause.)

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Page 95

- Q. And in it, in your e-mail you say, I will send you a package of documents for signature later today. Do you have any comments to the draft escrow letter. Do you see that?
 - A. Yes.

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- Q. And Mr. Merjian says it was fine. Do you see that?
 - A. Yes.
- O. What was your understanding of what Mr. Merjian was telling you was fine?
- A. I don't remember but based on this e-mail string, I think his comment that it was fine relates to my question or is a response to my question about whether he has any comments to the draft escrow agreement.
- O. I think that you recall that counsel asked you about the draft escrow letter, and the draft escrow letter refers in part to initial financing statement 6416808 4, do you recall the testimony that you gave about that?
 - A. Yes.
- Q. And did you understand Mr. Merjian's e-mail in Plaintiff's Exhibit 20 by saying it was fine, did that give you any authority or did you understand you had any authority that permitted you to file or

permitted Mayer Brown to file any release of lien in connection with financing statement 6416808 4?

MR. FISHER: Objection as to form and calls for legal conclusion.

MS. BOMCHILL: Can I hear the question again? (Record read as requested.)

MS. BOMCHILL: I also object as to it calls for a legal conclusion.

BY MR. CALLAGY:

- Q. Would you answer my question, please?
- A. I understood from -- I don't remember exactly what I understood at the time from it was fine. I think would I have understood that he didn't have any additional comments to the draft I sent him.
- Q. As you sit here today, you don't have any recollection that you felt that as a result of Mr. Merjian's e-mail that you had authority to file or that Mayer Brown was given authority to file a termination statement in connection with 6416808 4?

MR. FISHER: Objection, legal conclusion, asked 20 21 and answered, argumentative.

MS. BOMCHILL: Same objection. 22

- 23 BY THE WITNESS:
 - A. I don't remember how I felt.
 - Q. If you would take a look again at

- Plaintiff's Exhibit 6. If you would turn to about the middle of the package, it's JPM-CB several zeroes and then 93. And this document I'm asking you about is a document that's headed termination agreement and release of operative agreements. Do you see that?
 - A. Yes.
 - Q. Do you know who drafted that, sir?
- A. I do know who drafted the termination agreement and release.
- Q. Who drafted it?
- A. I did primarily.
- Q. And what is a termination agreement and release of operative agreements, as you understand it?
- A. It is the termination of and release of the operative agreements and would include the documents related to the Chase synthetic lease.
- Q. Now, in this document and in paragraph 2 is a reference to subparagraph X which says, quote, authorized lessee to file a termination of any existing financing statement relating to the properties. Do you see that, sir?
 - A. Yes.
- Q. And as the author of the document, can you say in your own words what you, what the author, what the scope of that authorization was?

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- A. My answer will be based on, you know, memory. There are capitalized documents, words here that I think are defined, you know, in the underlying documents. But generally, you know, based on my memory, it's an authorization to file terminations of financing statements related to the properties, you know, serving as collateral for the Chase synthetic lease.
- Q. And in this context who was the lessee, sir?
 - General Motors.
- And to the extent you drafted -- Strike that.

Did the authorization as reflected here go beyond filing terminations for any financing statements other than in connection with the synthetic lease transaction?

- A. No. The authorization is limited to the Chase synthetic lease. Those relating.
 - Thank you. Can you go back to Exhibit 5?
 - A. Okav.
- Q. Prior to the filing of Exhibit 5, did you ever have any conversation with anybody as to whether or not the initial financing statement 6416808 4 should have been released?

Page 97 Page 99 1 A. I don't remember all of my conversations, 1 Q. At the time of the closing, sir, which I but I do remember having conversation about a schedule believe was in the end of October 2008, did you have 2 2 3 to the financing statement. 3 any understanding that any of the documentation that 4 Q. When you say a schedule to the financing 4 was prepared in connection with that closing purported 5 statement, what do you mean by that? 5 to release security in connection with the term loan A. The initial financing statement has an 6 financing between General Motors and JPMorgan? 6 7 exhibit that contains a schedule. 7 A. No. At the time of closing I understood 8 Q. What do you recall about that schedule or 8 that the documents related to the synthetic lease. 9 MR. CALLAGY: Just give us a second or two. We 9 discussion about that schedule? 10 A. There was a question about whether the 10 will come back. 11 properties identified relate to synthetic lease. 11 (A short break was had.) Q. And when was that -- when did that 12 12 BY MR. CALLAGY: 13 discussion take place? 13 Q. Did you, Mr. Green, on behalf -- in the 14 A. I don't remember exactly when. Prior to 14 course of your representation of General Motors in the 15 unwinding of the synthetic lease transaction and up to 15 closing. the point of the closing, did you believe that Mayer Q. Who did you have the discussion with? 16 16 Brown had been given any authority by JPMorgan or its 17 A. Stewart Gonshorek. 17 Q. And who else? Did you raise -- did you counsel to release liens on security relating to the 18 18 have that conversation with anybody other than Stewart 19 term loan financing arrangement between General Motors 19 20 20 and JPMorgan? Gonshorek? 21 MR. FISHER: Objection. 21 A. No. 22 O. What did he say to you and what did you say 22 BY THE WITNESS: 23 23 to him? A. No. 24 A. I think Stewart showed me the exhibit and 24 MR. CALLAGY: I have no further questions. raised a question about the properties identified. MR. FISHER: I have just a couple follow-up 25 25 Page 100 1 questions. 1 And I didn't have any additional discussions about it. 2 Q. Let me show you a document, take a look at 2 REDIRECT EXAMINATION 3 Plaintiff's Exhibit 3, please. It's an annex 1. The 3 BY MR. FISHER: UCC financing statement, is that what you were 4 Q. Mr. Green, do you still have Plaintiff's 4 5 Exhibit 3 in front of you? Yes, I think you're 5 referring to? б 6 A. I'm referring to Schedule 1. holding it. 7 7 Q. Schedule 1 which appears at MB002420? A. Yeah. 8 8 O. And you previously testified that this A. 9 And, again, what is it about that schedule 9 draft termination statement was shared with that you discussed with Mr. Gonshorek? 10 Mr. Merjian at the time of closing? 10 11 A. I did. 11 Just that the cities and states listed is 12 broader than what the properties in -- say on the 12 Q. And the box that's checked in line 2, it checklist is broader. That was the concern. says, quote, Effectiveness of the financing statement 13 13 identified above is terminated with respect to the Did you raise that with Mr. Gonshorek? 14 14 secured party authorizing this termination statement. No. He brought it to my attention. 15 15 Q. What did you conclude with respect to the 16 Do you see that language? 16 17 issue he raised? 17 MS. BOMCHILL: You're reading the language in the MS. BOMCHILL: Objection to the form. 18 form? 18 BY THE WITNESS: 19 MR. FISHER: Yes, I'm reading the language in the 19 20 20 A. I didn't conclude anything. Q. Did you talk about it with Mr. Gordon? 21 21 BY THE WITNESS: 22 22 A. Yes, I see that. Q. Did you talk about it with anybody from 23 Q. If Mr. Merjian had told you in advance of 23 closing that Mayer Brown was not authorized to file 24 24 JPMorgan?

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this termination statement, would you have nonetheless

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A. No.

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1	filed it?	1	BY MR. FISHER:
2	MS. BOMCHILL: Objection, calls for speculation.	2	Q. Mr. Green, now having looked at the
3	BY THE WITNESS:	3	document, does that refresh your recollection as to
4	A. I think that if Mardi had told me that we	4	whether the termination statement at issue here was
5	weren't authorized to filed this termination	5	referenced in the escrow instructions executed by
6	statement, I would have, you know, considered his	6	Mr. Merjian?
7	comments carefully.	7	A. I'm looking at the escrow instructions and
8	Q. And you testified that Mr. Gonshorek had	8	yes, the underlying financing statement which is
9	asked you some questions about the properties listed	9	referenced on the termination 6416808 4 is referenced
10	on page 2420 of this exhibit?	10	in paragraph 2 of the escrow instructions.
11	A. Uh-huh.	11	MR. FISHER: Thank you. I have no further
12	MR. CALLAGY: Page what?	12	questions.
13	MR. FISHER: 2420 of this same exhibit.	13	RECROSS-EXAMINATION
14	BY MR. FISHER:	14	BY MR. CALLAGY:
15	Q. This exhibit was shared with Mr. Merjian;	15	Q. Mr. Green, sticking with Plaintiff's
16	is that right?	16	Exhibit 22, did you have any understanding that the
17	MR. CALLAGY: Objection to the form.	17	fact that Mr. Merjian signed the escrow letter gave
18	BY THE WITNESS:	18	you or Mayer Brown any authority to release security
19	A. I don't remember that. I don't remember.	19	in connection with a term loan facility between
20	Q. Was the filing of this termination	20	General Motors and JPMorgan?
21	statement referenced in the escrow instructions that	21	MR. FISHER: Objection.
22	were executed by Mr. Merjian?	22	THE WITNESS: Can you repeat the question.
23	MR. CALLAGY: Can you read that back?	23	(Record read as requested.)
		24	BY THE WITNESS:
24	(Record read as requested.)		
25	MR. CALLAGY: I'm sorry. I object to the form of	25	A. No.
	Page 102		Page 104
1	that question.	1	MR. CALLAGY: Thank you. I have no further
2	BY THE WITNESS:	2	questions.
3	A. I would have to read the escrow	3	MS. BOMCHILL: Thank you. We will review.
4	instructions.	4	(Which were all the proceedings
5	Q. Please have a look at Plaintiff's	5	had in the above-entitled cause.)
	=		nad in the above-entitled cause.)
6	Exhibit 22, and in particular I would draw your	6	
7	attention to paragraph	7	
8	MS. BOMCHILL: We got to find 22 first.	8	
9	(Brief pause.)	9	
10	MR. FISHER: Okay.	10	
11	MS. BOMCHILL: Now you can do it.	11	
12	BY MR. FISHER:	12	
13	Q. I draw your attention in particular to the	13	
14	paragraph that's numbered 2?	14	
15	A. Under all the properties	15	
16	MR. CALLAGY: What's the question?	16	
17	MR. FISHER: Would you read back the question,	17	
18	please.	18	
19	(Record read as requested.)	19	
20	MS. BOMCHILL: I think he answered that question,		
21	and you wanted to ask him the question after he's	21	
	and you wanted to ask titll the question aller he s	$\Delta \perp$	
22	•		
22	looked at the document.	22	
23	looked at the document. MR. FISHER: That's right. And I think Mr. Green	22 23	
	looked at the document.	22	

27 (Pages 105 to 107)

Page 105 Page 107 UNITED STATES BANKRUPTCY COURT 1 In witness whereof, I have hereunto set my SOUTHERN DISTRICT OF NEW YORK 2 2 hand and affixed my seal of office at Chicago,) Chapter 11 In re 3 Illinois, this 28th day of January, A.D., 2010.) Case No. 09-50026(REG) Debtors. MOTORS LIQUIDATION COMPANY,) 4 5 5 _) (Jointly Administered) 6 OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MOTORS) 6 7 LIQUIDATION COMPANY f/k/a)
GENERAL MOTORS CORPORATION,) 8 9 Plaintiff,) 8 -against-JPMORGAN CHASE BANK, N.A.,) 10 KELLY A. SISKA, CSR 10 individually and as) Administrator Agent for 205 West Randolph Street 11 various lenders party to the 11 5th Floor Term Loan agreement described) Chicago, Illinois 60606 12 herein, et al., Defendants. 12 Phone: (312) 236-6936 13 STATE OF ILLINOIS) 13) SS. COUNTY OF COOK) 14 CSR No. 084-002761 15 14 I, RYAN GREEN, state that I have read the foregoing transcript of the testimony given by me at my deposition on the 27th day of January, 2010, and that said transcript constitutes a true and correct 16 15 17 16 record of the testimony given by me at the said deposition except as I have so indicated on the errata 17 18 sheets provided herein. 18 19 19 RYAN GREEN 20 21 No corrections (Please initial)_ Number of errata sheets submitted 21 22 SUBSCRIBED AND SWORN to 22 23 before me this _____ day of _____, 2010. 23 24 24 NOTARY PUBLIC 25 25 Page 106 1 UNITED STATES OF AMERICA SOUTHERN DISTRICT OF NEW YORK) STATE OF ILLINOIS COUNTY OF COOK I, Kelly A. Siska, Certified Shorthand Reporter, Certified LiveNote Reporter, and Notary Public, do hereby certify that RYAN GREEN was first 8 duly sworn by me to testify to the whole truth and that the above deposition was reported 1.0 stenographically by me and reduced to typewriting 11 under my personal direction. 12 I further certify that the said deposition 13 was taken at the time and place specified and that the 14 taking of said deposition commenced on the 27th day of 15 January, A.D., 2010, at 11:45 a.m. 16 I further certify that I am not a relative 17 or employee or attorney or counsel of any of the 18 parties, nor a relative or employee of such attorney 19 or counsel nor financially interested directly or 20 indirectly in this action. 21 22 23



1 (Pages 1 to 4)

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UNITED STATES BANKRUPTCY COURT	1	INDEX
SOUTHERN DISTRICT OF NEW YORK	2	WITNESS PAGE
IN RE:)	3 4	STEWART GONSHOREK Direct Examination by Mr. Fisher 4
)	5	Cross-Examination by Mr. Callagy
MOTORS LIQUIDATION COMPANY,) Chapter 11 et al.,) No. 09-50026 (REG)	6 7	
) Debtors.)	8	EXHIBITS
)) Jointly Adminstered	9 10	PLAINTIFF'S DEPOSITION EXHIBIT PAGE Exhibit No. 1 E-mail - from Mr. Green
OFFICIAL COMMITTEE OF) UNSECURED CREDITORS OF MOTORS)	11	Exhibit No. 4 E-mail - 10/9/08
LIQUIDATION COMPANY f/k/a) GENERAL MOTORS CORPORATION,)	12	including MB1099
) Plaintiff,)		Exhibit No. 9 E-mail - MB5452 to MB5465 14
) Adversary Proceeding -against-) No. 09-50026 (REG)	13	Exhibit No. 15 E-mail - from Mr. Green 18
)	14	FILTERY AS F. T. IDM CD CEDAGG.
JP MORGAN CHASE BANK, N.A.,) Individually and as)	15	Exhibit No. 16 E-mail - JPM-CB-STB366 to 23 JPM-CB-STB367
Administrative Agent for) various lenders party to the)	16	Exhibit No. 17 E-mail - from Mr. Green 24
Term Loan Agreement described) herein, et al.,)	17	starting with MB5
) Defendants.)		Exhibit No. 19 E-mail - from Mr. Green 25
	18	Exhibit No. 25 Final status report - UCC filings. 28
STATE OF ILLINOIS)) SS.	19	Eulihit No. 22 Dueft Feenen Instructions 20
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The deposition of STEWART GONSHOREK, taken	21	Exhibit No. 6 E-mail
before Jennifer D. Riemer, Certified Realtime Reporter, at 71 South Wacker Drive, Suite 3200, Chicago, Illinois,	22 23	
commencing at 10:40 a.m. on the 28th day of January,	24	
A.D., 2010.	25	
	Page 2	Page 4
APPEARANCES:	1	Page 4 WHEREUPON:
On behalf of the Plaintiff:	1 2	WHEREUPON: STEWART GONSHOREK,
On behalf of the Plaintiff: ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ.	1 2 3	WHEREUPON: STEWART GONSHOREK, called as a witness herein, having been first duly
On behalf of the Plaintiff: ERIC B. FISHER, ESQ.	1 2 3 4	WHEREUPON: STEWART GONSHOREK, called as a witness herein, having been first duly sworn, was examined and testified as follows:
On behalf of the Plaintiff: ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017	1 2 3 4 5	WHEREUPON: STEWART GONSHOREK, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION
On behalf of the Plaintiff: ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494 E-mail: fishere@butzel.com	1 2 3 4 5 6	WHEREUPON: STEWART GONSHOREK, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER:
On behalf of the Plaintiff: ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494 E-mail: fishere@butzel.com E-mail: cooperman@butzel.com	1 2 3 4 5 6 7	WHEREUPON: STEWART GONSHOREK, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER: Q. Good morning, Mr. Gonshorek. My name is
On behalf of the Plaintiff: ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494 E-mail: fishere@butzel.com	1 2 3 4 5 6 7 8	WHEREUPON: STEWART GONSHOREK, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER: Q. Good morning, Mr. Gonshorek. My name is Eric Fisher, and I'm here with my colleague, Katie
On behalf of the Plaintiff: ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494 E-mail: fishere@butzel.com E-mail: cooperman@butzel.com On behalf of JPMorgan Chase Bank: JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ.	1 2 3 4 5 6 7 8 9	WHEREUPON: STEWART GONSHOREK, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER: Q. Good morning, Mr. Gonshorek. My name is Eric Fisher, and I'm here with my colleague, Katie Cooperman, and we are special counsel to the Official
On behalf of the Plaintiff: ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494 E-mail: fishere@butzel.com E-mail: cooperman@butzel.com On behalf of JPMorgan Chase Bank: JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ. KELLEY DRYE & WARREN, LLP 101 Park Avenue	1 2 3 4 5 6 7 8 9	WHEREUPON: STEWART GONSHOREK, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER: Q. Good morning, Mr. Gonshorek. My name is Eric Fisher, and I'm here with my colleague, Katie Cooperman, and we are special counsel to the Official Committee of Unsecured Creditors in the GM bankruptcy
On behalf of the Plaintiff: ERIC B. FISHER, ESQ. KATIE L. COOPERMAN, ESQ. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Fax: 212.818.0494 E-mail: fishere@butzel.com E-mail: cooperman@butzel.com On behalf of JPMorgan Chase Bank: JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ. KELLEY DRYE & WARREN, LLP 101 Park Avenue New York, New York 10178 Phone: 212.808.7800 Fax: 212.808.7897	1 2 3 4 5 6 7 8 9 10	WHEREUPON: STEWART GONSHOREK, called as a witness herein, having been first duly sworn, was examined and testified as follows: DIRECT EXAMINATION BY MR. FISHER: Q. Good morning, Mr. Gonshorek. My name is Eric Fisher, and I'm here with my colleague, Katie Cooperman, and we are special counsel to the Official Committee of Unsecured Creditors in the GM bankruptcy proceedings. I'm going to be asking you a number of
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Page 5 Page 7 A. 1980. 1 1 any of your prior positions, did you prepare UCC 2 2 filings? Q. And describe your employment history following 3 receipt of your J.D. 3 A. I believe I have -- did. 4 A. Varied. I was an attorney in New York. I was 4 Q. Describe for me generally any employment 5 a paralegal and an attorney in Florida. I was a 5 background prior to Mayer Brown that involved the 6 paralegal and an attorney in California. I was a 6 preparation of UCC filings. 7 paralegal and an attorney in Illinois. 7 A. Well, I can't remember in a long and windy 8 8 Q. Are you currently employed? career, but generally the context of real estate, A. Yes. 9 mortgages will have UCCs filed for the fixture filings 9 and any inventories, so it would usually be in the 10 Q. What do you do now? 10 11 A. I am a paralegal at the Illinois Housing 11 context of a real estate deal. Development Authority. 12 Q. Is it fair to say that before coming to 12 Mayer Brown, you had experience with the preparation of Q. How long have you been in that position? 13 13 14 A. Three weeks. 14 UCC filings? Q. And what was your job before your current job? 15 A. Not extensive but some experience. 15 A. I was a real estate paralegal at Mayer Brown. Q. Mr. Gonshorek, I'm going to hand you what has 16 16 Q. And when were you in that position? For what previously been marked as Plaintiff's Exhibit No. 1. Is 17 17 Plaintiff's Exhibit 1 an e-mail on which you were 18 period of time? 18 19 copied? 19 A. February 2nd, 2006, through -- I'm sorry. February 6, 2006, to April 2nd, 2010 -- 9. Three years. 20 20 A. Was that the question? Q. That's okay. Just to make sure it's correct 21 Q. Yes. 21 on the record, you were a real estate paralegal at 22 22 A. This seems to be an e-mail that I was Mayer Brown from approximately February 2006 until 23 23 copied on. 24 April 2009? 24 Q. And who was Mr. Green, the sender of the 25 25 A. Yes. sir. e-mail? Page 6 Page 8 1 Q. And, generally speaking, what were your 1 A. He was one of the attorneys working on this 2 responsibilities as a real estate paralegal? 2 transaction. 3 A. Title and survey review, document preparation, 3 Q. And when you say "this transaction," what draft -- whatever the attorneys needed, depending on the 4 transaction does this e-mail concern? 4 attorney, escrow letters, form documents. 5 5 A. Without knowing more, it would be hard to tell Q. Did any of your work as a real estate 6 6 because we did a lot of deals with General Motors and 7 paralegal involve UCC filings? 7 the agent was JPMorgan. So independently, I would not 8 8 A. Preparation of UCC filings. know unless I could remember the matter number. Q. And what about conducting UCC searches? 9 9 Q. And looking at the matter number, which 10 A. I would order searches and review the results. 10 appears in the subject line, that doesn't trigger any Q. When you say you would order searches, you recollections for you as to what deal this concerns? 11 11 would order those from outside --A. I remember seeing that number. I could not 12 12 13 tell you what number that --13 A. Outside. MS. BOMCHILL: You have to give an audible answer. 14 O. -- vendors? 14 15 I saw you move your head, but you didn't say anything. 15 A. Generally CT Corp. 16 Q. And when you talk about the preparation of 16 That's fine; just for the future. THE WITNESS: I'm sorry. 17 draft UCC filings, what kinds of filings did you prepare 17 MR. FISHER: Did you complete your answer? Why in draft form? 18 18 don't we read back the question and the answer. 19 A. UCC-1 -- you know, the fixture filings and 19 occasionally amendments or the 3's, amending or 20 (Record read as requested.) 20 preparing a termination statement. 21 21 BY THE WITNESS: Q. What is a termination statement? 22 22 A. (Continuing.) -- went with specifically. A. It would be the equivalent of a satisfaction Q. And who is Mr. Perlowski, who's a recipient of 23 23 24 of mortgage in the context of a UCC. 24 this e-mail?

A. He's a corporate paralegal.

Page 9

Q. Do you have an understanding as to why

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Page 11

- 2 Mr. Green cc'd you on this e-mail? 2 3 A. Because I was working on the real estate -- on 3 4 this transaction, doing title, survey, and whatever else 4 5 needed to get done. 5 6 Q. And looking at the last sentence of this 6 as part of this transaction? 7 e-mail, Mr. Green's request of Mr. Perlowski says, 7 "Would like a list of the UCCs that need to be 8 8 witness's testimony. 9 9 terminated." BY THE WITNESS: 10 Do you know whether such a list was prepared? 10 11 MS. BOMCHILL: Object to the form of the question. 11 statements prepared for. 12 BY THE WITNESS: 12 13 13 A. There was not necessarily a list. There was a 14 review. The searches were reviewed, and it was 14 determined which UCCs should be -- should have 15 15 16 termination statements filed in connection with. 16 Q. Do you know now? 17 Q. Who performed that search? 17 A. "The search" being the review of the UCC A. Yes. There were four. 18 18 search results? 19 19 20 20 O. Yes. A. I reviewed it. I believe Mike and Ryan 21 21 reviewed it. And I remember discussing the results with 22 22 both of them to confirm which termination statements 23 BY THE WITNESS: 23 24 should be prepared. 24 Q. How many discussions did you have with 25 25 which ones. 1 Mr. Green about what termination statements should be 1 2 2 prepared? 3 A. I don't recall. 3 4 4 Q. Do you remember the substance of any of your 5 conversations with Mr. Green about what termination 5 you received? 6 statements should be prepared? 6 A. It would seem so. 7 A. Which term -- Just was -- Deciding which 7 received this e-mail? 8 8 terminations needed to be filed. 9 Q. And what about Mr. Gonshorek? 9 A. No. 10 10 A. That's me. 11 11 Q. I'm sorry. I did that yesterday, too. 12 12 What about Mr. Perlowski? A. Correct. 13 A. I recall discussing it with him, as well. 13 14 Q. What do you recall discussing with 14 15 15 Mr. Perlowski? A. Just trying to determine which -- ascertain 16 16 17 which termination -- which UCCs needed terminations 17 prepared for in connection with the synthetic lease. 18 18 19 Q. As a result of those conversations, did the 19 three of you come to a determination about which UCC 20 20 filings would need to be terminated as part of this 21 21 22 transaction? 22
- A. I believe -- Could you repeat the question.
- Q. Sure. I'll ask it again.

As a result of the conversations among you, Mr. Green, and Mr. Perlowski, did you come to a conclusion about what UCC filings should be terminated

MS. BOMCHILL: Object to the form and misstates the

- A. I was under the impression we came to a conclusion as to which UCCs needed termination
- Q. Do you remember how many UCCs required the preparation of termination statements?
- A. Do I remember independently of what has transpired over the last six -- Do I know now?
- Q. Was there any disagreement among the three of you about which UCCs required termination statements?

MR. CALLAGY: Object to the form.

MS. BOMCHILL: Same objection.

A. I don't recall. I believe we all agreed on

Page 12

- Q. Mr. Gonshorek, I'm going to hand you what was marked yesterday as Exhibit No. 4.
 - A. Do you want this one back?
- O. Sure. Is Plaintiff's Exhibit 4 an e-mail that
- Q. Do you have any reason to doubt that you
- Q. Just a moment ago you mentioned that you thought there was agreement that termination statements should be prepared for four UCC financing statements?
- Q. Are the four UCC financing statements identified in this e-mail the four financing statements you were referring to in your prior testimony?
- A. I believe they are. This looks like an e-mail I worked from, so I guess yes.
- Q. And when you say that this is an e-mail you worked from, in what way did you work from this e-mail?
- A. I used this as the basis for the preparation of which fixture -- which filings needed to have terminations prepared for.
- Q. And within this exhibit, Exhibit 4, would you turn, please, to page MB1099.

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MR. CALLAGY: Object to the form.

MS. BOMCHILL: Same objection.

BY THE WITNESS:

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Page 16

A. Okay.

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- O. As of the time of this e-mail, as of the date of this e-mail, October 9, 2008, was it your understanding that you should prepare a termination statement for the financing statement that begins at page MB1099?
- A. In conjunction with looking at this, or in conjunction -- just looking at it on its own?
- Q. I'm asking, during the period of time when you were working on this transaction in October 2008, it was your understanding that among your assignments on this deal was to prepare a termination statement for the UCC financing statement that begins at page MB1099?
- A. Based on this e-mail in conjunction with this, that would be -- I was -- I was -- Yes. I prepared the UCC termination statement for this UCC.
 - Q. And did you prepare that at someone's request?
- A. It was sort of -- That was one of my responsibilities. Once it was agreed on which terminations needed to be -- which UCCs needed to have terminations filed for, I went ahead and prepared the termination statement.
- 23 Q. And how did you know that that particular task 24 fell to you?
 - A. That was what the paralegals did at

Page 14

MR. CALLAGY: Objection to form.

BY THE WITNESS:

- A. Everybody had access to it and updated it, depending on what they were working on and what information they had to insert.
- Q. Who was -- To your knowledge, who had access to the document?
- A. Ryan, Bob, me, and Stacy, I believe. And, I guess, anyone else with the -- with access to the documents could have had access to it. I can't tell
- Q. Within section 7A, there is an entry. It's the last entry in Section 7A that refers to, quote, Financing statement as to equipment, fixtures, and related collateral, located at certain U.S. manufacturing facilities, recorded on 11-30-06 as File No. 64168084, closed quote.

Do you know who added that item to this checklist?

- A. No.
- Q. During the period of time that you were working on this transaction, did anyone ever communicate to you that that item did not belong on this checklist?
 - A. No.
 - Q. Who reviewed this checklist?

- Mayer Brown for prior General Motors transactions.
- Q. And in connection with this transaction, were you doing that at the request of any attorney?
- A. No specific request. It was just the paralegals on all prior deals -- I don't know where -- I don't recall a memo saying, "Paralegals do this." This is just one of the responsibilities for the paralegals on the General Motors transactions.
- Q. You can set Plaintiff's Exhibit 4 aside. I'm going to hand you what was marked yesterday as Plaintiff's Exhibit No. 9.
- Mr. Gonshorek, is this an e-mail that you received?
 - A. Yes.
- O. And the subject of the e-mail refers to JPM Chase synthetic lease. Do you know what that refers to?
- A. The transaction that -- in which the UCC in question was -- statement was concerning.
- Q. And, also, in the subject line in parentheses, there's a reference to "REG Comments." Does that refer

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24 O. Attached to this e-mail is a checklist. What 25 is this checklist?

complete the transaction? A. I'm not sure. I assume because they were on the checklist that they were required and needed to be

list of documents that were required in order to

A. It was checklist for the unwinding of this

Q. And at the time that you were working on this

transaction, was it your understanding that this was a

completed.

synthetic lease.

- Q. Would you turn, please, to page MB5463. There's a heading there next to the No. 7 that says "General Documentation."
 - A. Yes.
- Q. Who prepared the portion of this checklist that appears below that heading?
 - A. Which column?
- Q. Well, why don't you look across all the columns and describe for me who prepared each column, to the best of your knowledge.

MS. BOMCHILL: Are you talking about 7? BY MR. FISHER:

Q. Let me focus you on the section of this checklist which is 7A. And my question is, who prepared -- Who input the information that appears in

each of the columns in Section 7A?

to comments received from Robert Gordon? 22 A. I have no idea. 23

Page 17 Page 19

1 MS. BOMCHILL: Object to the form of the question. 1 of your interaction with Mr. Gordon on this transaction? 2 2 A. I don't recall a specific interaction, but if BY THE WITNESS: 3 A. Reviewed as in -- In what sense? 3 Mr. Gordon had an issue with something, he would let the 4 Q. Among the people working on this transaction, 4 offender know. 5 who -- I don't mean anything more by "reviewed" than 5 Q. During the period of time when you were б looked at. Who looked at this checklist? 6 working on this transaction, do you recall any 7 A. I know I looked at it. I would assume, 7 conversations with Mr. Gordon about the transaction? 8 8 because I don't know, that Ryan looked at it, Stacy 9 9 looked at it, and Bob might have looked at it. But I Q. Is it fair to say that during the period of don't know. I only know that I looked at it. time you were working on the transaction, that you 10 10 11 Q. And going across the columns next to this 11 weren't identified as an offender? particular entry, there's reference to a Document 12 12 A. Unless I buried it inside, no. 13 No. 1457978.1. 13 MS. BOMCHILL: Don't be cute. Just answer the 14 A. Yes. 14 question. 15 15 Q. What does that number refer to? BY MR. FISHER: 16 A. I believe I -- It's been a while. I believe 16 Q. Apart from memories that might be recovered the document storage system was iManage for Mayer Brown, 17 through means that are beyond me, you can't think of 17 and that is the document number. Every document had a 18 18 anything? specific number, so if you ever needed to find it, then 19 A. No. 19 that would be the document number where that UCC-3 could 20 20 Q. So aside, then, from Mr. Green and be found. 21 Mr. Perlowski, who else did you interact with with 21 respect to this transaction? 22 Q. Mr. Gonshorek, I should have mentioned from 22 the outset, if at any point during the deposition you 23 A. I believe Stacy Braybrook. 23 24 feel you need to take a break for any reason, just let 24 Q. And what was the nature of your interactions me know and you can do so. with her on this transaction? 25 25 Page 18 Page 20 1 1 A. Okay. Sorry. A. I recall regarding the property -- the deeds 2 Q. I'm handing you what we marked yesterday as 2 and the legal descriptions and the property documents. 3 Plaintiff's Exhibit No. 15. Looking at the first page 3 Q. Was she involved in the UCC termination 4 of this exhibit, is this an e-mail that you received? 4 statement aspect of this closing? 5 5 A. Not that I recall. A. Yes. 6 6 Q. It's an e-mail from Mr. Green, and it's Q. But Mr. Green was? 7 7 addressed to Mardi Merjian and Michael Ledyard. Do you A. Yes. 8 know who Mr. Merjian is? 8 Q. Let me ask you to turn to page 206 of this 9 A. No. 9 exhibit. Is this a document that you prepared? 10 Q. And sitting here today -- I'm not asking you 10 A. Yep. to restrict yourself to what you knew at the time. To 11 Q. Why did you prepare this document? 11 this day, you don't know who Mr. Merjian is? 12 MS. BOMCHILL: Just so the record's clear, you're 12 13 asking him if he has an independent knowledge as opposed 13 A. No. to looking at the document? 14 Q. Who was counsel for JPMorgan in connection 14 15 MR. FISHER: I'm asking him why he prepared this 15 with this transaction? 16 A. I'm not aware. I didn't deal with outside 16 document. 17 people on this. 17 BY THE WITNESS: Q. Aside from -- Did you deal with Mr. Gordon 18 A. To prepare a termination statement to 18 19 when you were working on this transaction? 19 terminate the UCC in connection with the synthetic lease A. Very limited. Normally Mr. Gordon spoke to 20 20 becoming unwound. 21 Mr. Green, and Mr. Green spoke to me. 21 Q. And the document number that appears at the Q. So you interacted with Mr. Green on this 22 22 very bottom of this --

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A. It's an iManage document number.

document had on the Mayer Brown system?

Q. That's the iManage document number that this

Q. You said "very limited." What was the nature

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transaction?

A. Yes.

Page 23

1	A. Correct.	1	Q. During the period of time that you were
2	Q. And is this a fillable PDF form?	2	working on this transaction, did anyone ever tell you
3	A. I don't recall if it was a PDF or a	3	that there were any errors on this draft termination
4	Actually I can't recall if it was a It was a form	4	statement that you prepared?
5	of some sort. I don't remember if it was a Word	5	A. No.
6	document or a PDF.	6	Q. Mr. Gonshorek, I'm handing you what was marked
7	Q. Is it a form that you had used in prior	7	yesterday as Plaintiff's Exhibit No. 16. This appears
8	transactions?	8	to be an e-mail from someone named Mardi Merjian,
9	MS. BOMCHILL: Objection to form, the word "form."	9	MERJIAN. Did you receive this e-mail?
10	Are you talking about the	10	A. Yes.
11	MR. FISHER: I'm talking about the form of this	11	Q. If you look at Mr. Merjian's signature block,
12	document as opposed to any data that he may have input	12	you'll see the name of the law firm Simpson, Thatcher &
13	into the document.	13	Bartlett. Does seeing that in any way refresh your
14	BY THE WITNESS:	14	recollection as to who Mr. Merjian was?
15	A. It's very likely that I would have used it	15	A. Other than he was involved with the deal. And
16	before.	16	I actually never knew if Mardi was a he or she, frankly.
17	Q. And when you say you prepared the document,	17	But other than they were involved somehow with the
18	did you put the check in the box next to the word	18	transaction, I don't know.
19	"Termination" in Line 2?	19	Q. I'll represent to you upon information and
20	A. Yes.	20	belief that Mr. Merjian is a he.
21	Q. And that Line 2, towards the end of the line,	21	A. Okay. Thank you.
22	refers to the secured party authorizing this termination	22	Q. So you know Mr. Merjian was involved, but
23	statement. Do you see that language?	23	you're not sure who he represented?
24	A. Yes.	24	A. Correct.
25	Q. Do you know who the secured party was with	25	Q. Did Mr. Merjian ever communicate Withdrawn.
		23	
	Page 22		Page 24
1	regard to this transaction?	1	To your knowledge, did Mr. Merjian ever
2	A. If my education serves me correctly, that	2	communicate to anyone at Mayer Brown any changes he
3	would be the general that would, actually, be the	3	wished to be made with regard to the draft termination
4	JPMorgan Chase Bank, as administrative agent.	4	statement that you prepared?
5	Q. And was it your understanding that JPMorgan	5	A. I don't know.
6	Chase Bank had authorized the preparation of this	6	Q. You're not aware of any such changes?
7	termination statement?	7	A. No.
8	A. No idea.	8	Q. Mr. Gonshorek, I'm handing you Plaintiff's
9	Q. Who would know that?	9	Exhibit No. 17. Looking at the top portion of the first
10	A. I don't know who would know that. I would	10	page of this exhibit, page MB5, is that top portion an
11	imagine Mr. Gordon or Mr. Green.	11	e-mail that you received from Mr. Green?
12	Q. And why do you imagine that, if anyone knew,	12	A. Yes.
13	they would be the ones most likely to know whether	13	MS. BOMCHILL: Based on looking at this? Or are
14	JPMorgan had authorized this?	14	you asking him if he remembers independently?
15	MS. BOMCHILL: Wait. Can I have the question	15	MR. FISHER: I'm asking him what it is.
16	again, please.	16	BY MR. FISHER:
17	(Record read as requested.)	17	Q. Is this an e-mail that you received from
18	BY THE WITNESS:	18	Mr. Green?
19	A. Just a guess. I just don't know.	19	A. It appears to be an e-mail that I received.
20	Q. Is it because they were the attorneys	20	Q. And the attachment to this e-mail, is that
21	interacting with counsel for JPMorgan?	21	another version of the checklist that was relied on in
22	MR. CALLAGY: Objection to the form. He says he	22	connection with closing this transaction?
22 23	MR. CALLAGY: Objection to the form. He says he doesn't know.	22 23	connection with closing this transaction? A. It seems to be.
	MR. CALLAGY: Objection to the form. He says he doesn't know. BY THE WITNESS:		A. It seems to be. Q. And turning your attention to page MB17, in

7 (Pages 25 to 28)

Page 25 1 to the last entry in that section, the one that 1 that, I'd ask you to please look back at the draft. 2 references a financing statement with the 2 MS. BOMCHILL: Tell us what exhibit you'd like him 3 File No. 6416808-4, looking across the columns to 3 to look at. "Status," it says, quote, draft circulated by MB on 4 4 MR. FISHER: Plaintiff's Exhibit 15, page 1099. 5 10-15-08, closed quote. 5 BY THE WITNESS: 6 Do you know whether -- Do you know to whom a 6 A. 15 doesn't have a 1099. 7 draft of the termination statement was circulated? 7 Q. If you hand me Plaintiff's Exhibit 15, I might 8 8 be able to help you find the page. 9 9 Mr. Gonshorek, I misspoke. I'd like you to Q. I'm handing you what's been marked as Plaintiff's Exhibit No. 19. Is this a copy of an e-mail 10 look at page 206 in Plaintiff's Exhibit 15 and tell me 10 you received from Mr. Green? 11 11 whether that draft termination statement ties to the 12 termination statement referenced in the escrow -- draft 12 A. It seems to be. escrow instructions. 13 Q. The e-mail refers to escrow instructions. Do 13 14 you have an understanding of what those escrow 14 MS. BOMCHILL: Is that the same question you asked instructions are? 15 15 before? A. Yes. 16 16 MR. FISHER: (Nodding.) Q. What are they? 17 17 MS. BOMCHILL: Okay. A. They're the instructions to the title company 18 18 MR. FISHER: In substance. how to proceed with money, documents, disbursements, and 19 19 BY THE WITNESS: who gets what after the deal is funded. 20 20 A. Yes, it matches. 21 O. Do you know who prepared these escrow 21 Q. During the period of time that you were working on this transaction, did you ever learn from any 22 instructions? 22 A. Do I know by looking, or do I know by reading? 23 source that there was an error in the escrow 23 24 Q. Let me ask you first, independent of the 24 instructions that were prepared in connection with this document, whether you recall who prepared these escrow 25 25 transaction? Page 26 Page 28 1 1 A. No. instructions? 2 MS. BOMCHILL: Independently, he asked you. 2 MS. BOMCHILL: Do you want to take a break? 3 BY THE WITNESS: 3 THE WITNESS: Sure. A. No. 4 MS. BOMCHILL: Can we take five minutes? 4 5 5 Q. Looking at the document, are you able to MR. FISHER: Sure. determine who prepared the draft escrow instructions? 6 6 (A short recess was had.) 7 A. My guess would be Ryan, based on the 7 MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 25 a document numbered MB443 8 8 signature. 9 Q. And turning to the second page of this 9 through 446. 10 exhibit, which has the number 430 in the lower 10 (Plaintiff's Deposition Exhibit right-hand corner, there's a section in these draft No. 25 marked as requested.) 11 11 escrow instructions entitled "For all of the 12 BY MR. FISHER: 12 properties." And under that, there's a No. 2. And Q. Mr. Gonshorek, take a moment to familiarize 13 13 yourself with this exhibit, and after you've had a there's a reference to "Termination of UCC financing 14 14 chance to look at it, let me know whether you 15 15 statements." 16 Looking across, there's a No. 6416808-4. Does 16 recognize it. 17 that tie to the draft termination statement that you 17 A. Recognize independently, or recognize -- Does 18 18 it look familiar? prepared? 19 MS. BOMCHILL: Object to the form of the question. 19 Q. Does it look familiar? BY THE WITNESS: 20 A. It looks familiar. 20 21 A. If the number matches the document -- I have 21 Q. Do you have any -- It's a letter addressed to you. Do you have any reason to doubt you received it? 22 no independent recollection of the number, but assuming 22 A. No. 23 this number matches the number on the draft, then I 23 2.4 24 would say it would be the same. Q. What does it look to you to be? A. It would appear to be the final status report 25 Q. Okay. For the purpose of closing a loop on 25

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8 (Pages 29 to 32)

Page 29 Page 31 1 for UCC filings. 1 BY THE WITNESS: 2 A. 6416808-4, they're mentioned on both places. 2 Q. And are those the UCC filings in connection 3 with the transaction we've been discussing? 3 More than that I don't know. 4 A. I don't know. 4 Q. Based on your reading of the escrow instructions, does it call for the filing of a 5 Q. If you look at page 445, on that page there's 5 a reference to General Motors Corporation, and then, in 6 termination statement with regard to financing statement 6 7 7 parentheses, 6416808-4. Does that number tie back to 6416808-4? 8 8 the draft termination statement that you prepared? MR. CALLAGY: Objection to form. 9 MS. BOMCHILL: Yeah, do you want him to read the 9 A. What page was it on? Q. It was page 206 in Exhibit 15. whole escrow instructions? Your question anticipates 10 10 A. The number on page 445 and the number on 11 11 page 206 -- I guess they're all sequential -- And 12 BY MR. FISHER: 12 page 206 would seem to match. 13 13 Q. If you think it's necessary to read through 14 Q. And what is CT Lien Solutions? 14 the complete document, feel free to do so. But if it's A. I would imagine it's a division of CT Corp 15 15 possible -that handles liens, UCC work. 16 MS. BOMCHILL: He's really not here as an expert 16 witness, so I don't know what his reading and giving you 17 O. And is Plaintiff's Exhibit 25 confirmation to 17 his reading does anything, but... 18 you that the draft termination statement which you 18 prepared was ultimately filed in its final form? 19 BY MR. FISHER: 19 MR. CALLAGY: Objection to the form. 20 20 Q. Let me come back to my question about the MS. BOMCHILL: Same objection. 21 escrow instructions, Mr. Gonshorek. 21 22 BY THE WITNESS: 22 How was the -- Describe how the termination 23 23 A. I don't -- According to the letter, the letter statement came to be filed. 24 is stating that they were indeed filed. 24 A. The actual physical -- The actual process once O. Was that consistent with the escrow I receive -- once I was told the deal closed and they 25 25 Page 30 Page 32 1 instructions that pertain to this transaction? needed to be physically filed? 1 MS. BOMCHILL: Objection --2 2 Q. Yes. 3 MR. CALLAGY: Objection to form. 3 A. One more time. Q. You want me to repeat the question? 4 MS. BOMCHILL: Same. 4 5 BY THE WITNESS: 5 A. Yes, please. Q. I'll ask a different question. Who told you 6 A. I would have to look at the escrow б 7 7 instructions to determine if that were so. to file the termination statement? 8 Q. Mr. Gonshorek, I'm handing you what was marked 8 MR. CALLAGY: Objection to form. 9 yesterday as Exhibit No. 22. Are those -- Is that a 9 MS. BOMCHILL: Same objection. 10 copy of the escrow instructions that pertain to the 10 BY THE WITNESS: transaction at issue? 11 11 A. I recall -- Most likely it was Ryan told me 12 A. It would seem to be. 12 once -- at the closing of the deal. Q. Was the filing of the termination statement 13 13 Q. Were you present at the closing? for UCC 6416808-4, as reflected in Plaintiff's 14 14 A. No. Exhibit 25, consistent with the escrow instructions? 15 Q. So when you say "at the closing," you're 15 16 MR. CALLAGY: Objection to form. 16 referring to a point in time, not a location? MS. BOMCHILL: Same. 17 17 A. Correct. BY THE WITNESS: 18 Q. And once you were told to go ahead and file 18 19 A. Could you repeat it. 19 the termination statement, what did you do next? Q. Sure. Was the filing of the termination A. I don't remember specifically. I did this a 20 20 statement with regard to UCC financing statement lot. I would have sent -- e-mailed the termination 21 21

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statements to CT Corp.

Q. And was CT Corp, then, the entity that

A. I don't know. I asked my representative at

physically filed the termination statement?

6416808-4 consistent with the escrow instructions for

MS. BOMCHILL: Continuing objection.

MR. CALLAGY: Objection, form.

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the transaction?

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Page 33 Page 35

CT Corp to have the statements filed. I'm not -- I don't know how they were filed. Q. Okay. But to your knowledge, thereafter, the

termination statement for UCC financing statement 6416808-4 was filed?

A. Only by looking at this document would -- It would appear as it was filed.

Q. And before you did that, you had seen a copy of the escrow instructions?

A. Yes.

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11 Q. And, to your knowledge, were you acting 12 consistent with the information contained in the escrow 13 instructions?

MR. CALLAGY: Objection to form.

MS. BOMCHILL: Same objection. 15

BY THE WITNESS:

A. I don't know if I was acting in conjunction with or in -- I just filed the UCCs. I don't recall whether it was in connection with or not with the escrow instructions.

Q. And during the period of time that you were working on this transaction, through and including your request to CT to file the termination statement, did

24 anyone ever tell you not to file it?

A. No.

something you would likely remember?

MR. CALLAGY: Objection, form.

3 BY THE WITNESS:

A. I don't know. It's been a rough 14 months.

Q. Did there come a point in time when you learned that a mistake had been made with regard to the termination statement we've been discussing?

O. When did that first come to your attention?

A. Sometime around June.

O. June 2009?

A. Yes.

Q. How did it come to your attention?

A. I received a phone call from Ms. Bomchill stating such.

MS. BOMCHILL: I will just instruct you, to the extent that any questions are going to seek to invade the attorney-client privilege, I would instruct you not to answer them.

THE WITNESS: Okay.

BY MR. FISHER:

Q. Mr. Gonshorek, Ms. Bomchill represents you here today?

MS. BOMCHILL: Yes.

BY THE WITNESS:

A. Yes.

Page 34

Page 36

- Q. Did anyone ever tell you to make some 2 correction to the termination statement before 3 filing it? 4 A. I don't recall. 5 Q. If Mr. Green had told you to hold off on filing, would you have? 6 7 A. Yes.
- 8 Q. If Mr. Gordon had told you to hold off, would 9 you have? A. Yes. 10

Q. If Mr. Merjian had told you to hold off, would you have? MR. CALLAGY: Objection to form. He never talked

to Mr. Merjian. He doesn't know who Mr. Merjian is. 14 MR. FISHER: He received e-mails from Mr. Merjian. 15

MS. BOMCHILL: Well, he read the documents and said 16 he was on there.

BY THE WITNESS: 18

19 A. If I had received such request from Mr. Merjian, I would have checked with Mr. Green or 20 Mr. Gordon before I did anything. 21 Q. And did you receive any such request from 22

23 Mr. Merjian? 24 A. I have no recollection about that.

Q. And to your knowledge -- If you had, is that

Q. And when did her representation of you commence?

A. I don't know. This is not my area. I don't know.

MS. BOMCHILL: Mr. Gonshorek is a former employee of Mayer Brown. As a former employee, my conversations with him in connection with his employment would be covered under -- as an employee of Mayer Brown. And whether he understands the details of that, he believes I represent him today, and I believe he knows that when he talked to me, he was talking to me as counsel to his employer.

MR. FISHER: And I will attempt to avoid a dispute about this. I disagree with your characterization of the law concerning attorney-client privilege and when the attorney-client relationship began. But I state that for the record, and it may be a moot point, as there may not be questions that will bring us into dispute about this.

MS. BOMCHILL: Okay.

BY MR. FISHER:

O. Aside from conversations with Ms. Bomchill, did you learn from any other source that a mistake had been made with respect to the termination statement

10 (Pages 37 to 40)

Page 37 Page 39 1 we've been discussing? 1 statement that I've been asking you about? 2 2 A. No. 3 Q. Have you discussed -- Since learning this 3 Q. Do you remember anything he asked you about information from Ms. Bomchill, have you discussed the 4 4 that? 5 termination statement with anyone aside from 5 A. I don't recall. Ms. Bomchill? 6 6 Q. Do you remember anything Mr. Callagy said at 7 A. No. Melissa. 7 that meeting? 8 Q. By "Melissa," you're referring to 8 A. No. Ms. Bomchill's colleague, who is also an attorney at 9 9 O. Did Mr. Callagy tell you that JPMorgan had never authorized the filing of this termination 10 Mayer Brown? 10 11 A. Yes. And now that I'm looking around the 11 statement? room, that gentleman and I had a discussion -- I forgot 12 12 A. I don't recall. 13 13 your name. Q. Did he tell you anything in substance similar 14 MR. CALLAGY: Callagy, John Callagy. 14 to that, namely that JPMorgan had not authorized this BY THE WITNESS: 15 filing of the termination statement? 15 A. My recollection is that the questions related 16 16 A. We discussed this at a sort of less formal one solely to the preparation of the financing statement. 17 of these sometime a few months ago. 17 Q. Okay. When you refer to a "less formal one of Q. By "the financing statement," you're referring 18 18 these," there was a meeting? to the termination statement that was filed in 19 19 A. There was a meeting. 20 20 connection with the closing on -- Just let me finish the Q. When did that meeting occur? 21 question. Only for purposes so that we have a clear 21 A. I don't know. It was a few months ago. 22 22 record. Q. And who attended that meeting? 23 What do you refer -- New question. What are 23 24 A. Ms. Bomchill, Melissa --24 you referring to in your last answer when you referred to Mr. Callagy asking you about "The financing 25 Q. And Mr. Callagy? 25 Page 40 Page 38 A. Yes. 1 1 statement"? 2 Q. Do you know who Mr. Callagy represents in this 2 A. I recall the scope of the questions pertained 3 case? 3 to my role in the transaction. Q. What did you tell Mr. Callagy about your role? 4 4 A. I was told he represents Chase. 5 Q. Who invited you to that meeting? 5 A. I don't recall specifically. A. It was more of a request of Ms. Bomchill. (Discussion off the record between 6 6 7 Q. And what occurred during the course of that 7 witness and his attorney.) 8 8 MS. BOMCHILL: You certainly can tell him anything meeting? 9 A. I was asked questions. 9 you said at that meeting. Q. Mr. Callagy asked you questions? 10 BY THE WITNESS: 10 A. Yes, sir, and another gentleman. I recall 11 A. My role in the transaction, how I prepared the 11 there being one other person there, as well. 12 documents, what I reviewed, what I prepared, and such. 12 Q. And you don't remember that other person's 13 Q. At the time what was your understanding as to 13 why Mr. Callagy was asking you these questions? 14 name? 14 A. It was apparently in connection with my phone 15 15 16 Q. Was it your understanding that that other 16 call from Ms. Bomchill in June saying there was a 17 person worked at Mr. Callagy's firm? 17 mistake in a UCC. A. I don't recall. 18 Q. Did you look at any documents during the 18 19 Q. So there was Mr. Callagy, another person whose 19 course of this meeting with Mr. Callagy? name you can't recall, Ms. Bomchill. Anyone else at the 20 20 A. Yes. 21 meeting? 21 Q. What documents did you look at? 22 A. Specifically, I don't recall. I -- Period. 22 A. Not that I recall. Q. What did Mr. Callagy ask you? Q. Were you shown a copy of the escrow 23 23 A. I don't recall specifically. 24 24 instructions? Q. Was he asking you about the termination 25 25 A. I don't recall.

Was Mr. Gordon aware that you had prepared the draft

termination statement that's at issue in this case?

MR. CALLAGY: Objection, form.

BY THE WITNESS:

Page 41 Page 43 1 Q. You don't recall one way or the other? 1 A. I don't believe -- I don't believe so. 2 A. Right. 2 Q. So you've never seen it, to your knowledge, in 3 Q. Is there any document at all that you do 3 either draft or final form? 4 recall having been shown during the course of this 4 A. Correct. 5 5 Q. Aside from the meeting you've described with 6 6 Mr. Callagy and aside from any communications you may A. I have a vague recollection of seeing the 7 errantly filed termination statement. 7 have had with counsel, have you ever discussed the 8 8 Q. Aside from that termination statement, you termination statement that's at issue in this case with don't recall any other -- seeing any other documents? 9 9 anvone else? 10 10 A. Before or after the discovery of the error? 11 Q. But you believe you were shown other 11 Q. Okay. So let's just break that down. 12 After your work in closing the transaction was 12 documents? 13 concluded until today, aside from communications with 13 A. I believe I was shown other documents. 14 MR. FISHER: We'll put this request in writing, but 14 counsel and aside from conversations with Mr. Callagy, I'm going to ask to be provided with a copy of all 15 have you ever discussed the termination statement with 15 documents that were shown to Mr. Gonshorek during that 16 anyone else? 16 17 meeting. 17 A. No. 18 MS. BOMCHILL: I didn't show him any documents 18 Q. I'm handing you what was marked yesterday as during that meeting. 19 Plaintiff's Exhibit No. 6. And I will represent to you 19 MR. FISHER: Then I'll take that up with that your name does not appear as among the recipients 20 20 Mr. Callagy, and certainly we don't need to take that 21 of the e-mail that appears on the first page of this 21 exhibit. Take a moment to look at the -- at that page 22 up now. 22 23 and tell me whether you've ever seen it before. 23 MS. BOMCHILL: Okay. 24 BY MR. FISHER: 24 A. No. Q. How did the meeting conclude? 25 25 Q. Turn the page, please, to page 77. Page 42 Page 44 1 MR. CALLAGY: Objection to the form. 1 MS. BOMCHILL: The second page of this exhibit? 2 2 BY THE WITNESS: I'm sorry. 3 A. Mr. Callagy stopped asking questions. 3 MR. FISHER: Yes, the second page of this exhibit. Q. How long did the meeting last? 4 4 BY MR. FISHER: 5 A. I don't recall specifically. 5 O. You've never seen this before? Q. Can you approximate? 6 6 A. No. 7 7 A. An hour, if that long. Q. Turn to page 78, please. Looking at paragraph 8, there's text there which says, "Unbeknownst 8 Q. Do you know whether Mr. Callagy interviewed 8 9 anyone else from Mayer Brown who worked on this 9 to me, the paralegal tasked with filing the termination 10 10 statement for the GM leasing financing statement transaction? 11 referred to above also caused a termination statement to 11 A. I don't know. be filed with respect to a UCC-1 financing statement 12 Q. Did Mr. Callagy show you an affidavit that had 12 been signed by Robert Gordon? that is entirely unrelated to the transaction or the 13 13 14 A. I don't recall. 14 properties." Q. Do you recall ever having seen such an 15 15 Were you the paralegal tasked with filing the 16 16 termination statement referred to in that paragraph? affidavit? 17 A. I've heard mention of it. I don't recall 17 MR. CALLAGY: Objection, form. 18 whether I've seen it. 18 BY THE WITNESS: 19 Q. Aside from conversations you may have had with 19 A. I don't know. counsel, did anyone else mention to you this Robert 20 20 Q. I'll represent to you that that paragraph is 21 Gordon affidavit? 21 part of an affidavit that was executed by Mr. Gordon.

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A. No.

Q. And you've never seen it?

Q. Were you ever asked to review it?

A. Not to my recollection.

Page 47

1	A. I don't know. I didn't send them to him. If	1	involving General Motors.
2	somebody else did, I don't know.	2	Q. And from the time that you first began to work
3	Q. Was Mr. Gordon provided with a draft of the	3	with Mr. Green on this particular transaction, did all
4	closing checklist for the transaction?	4	the work that you did with Mr. Green relate to that
5	A. I don't know.	5	synthetic lease transaction?
6	Q. Was he provided with a copy of the escrow	6	A. Yes.
7	instructions for the transaction?	7	Q. At any point in time when you were working at
8	A. I don't know.	8	Mayer Brown, did you work on other financing
9	MR. FISHER: Why don't we take a short break, and	9	transactions between JPMorgan related to JPMorgan and
10	I'm very close to done.	10	General Motors?
11	(A short recess was had.)	11	A. Yes.
12	BY MR. FISHER:	12	Q. What other ones did you work on?
13	Q. Mr. Gonshorek, would you refer back to	13	A. I don't recall the names, but this was not my
14	Plaintiff's Exhibit 15. Does looking at Plaintiff's	14	first.
15	Exhibit 15 indicate to you one way or the other whether	15	Q. And did you ever work on a financing
16	Mr. Gordon received a draft of the termination statement	16	transaction between JPMorgan and General Motors which
17	that you had prepared?	17	related which was referred to as a term loan
18	A. Could you repeat the beginning of that	18	financing?
19	question.	19	A. I don't recall.
20	Q. Yes. Looking at Plaintiff's Exhibit 15, does	20	Q. Now, at all times that you were working on the
21	that indicate to you one way or the other whether	21	transaction with Mr. Green
22	Mr. Gordon received a copy of the draft termination	22	A. This specific?
23	statement that you had prepared?	23	Q this specific transaction, this synthetic
24	A. Only by interpreting the e-mail would I say	24	lease transaction, did you believe that the documents
25	that he got it.	25	you were preparing were being prepared in the context of
	Page 46		Page 48
1	Q. And you don't know whether or not he received	1	winding up the synthetic lease transaction and no other
2	this e-mail? Is that	2	transaction?
3	A. I presume he received the e-mail.	3	A. Yes.
4	Q. And if your presumption is correct that he	4	Q. You testified, I believe, that you did not
5	received this e-mail, would he then also have received a	5	deal with outside the outside parties; i.e., outside
6	copy of the draft termination statement that you had	6	counsel for the parties and so forth. Most of the work
7	prepared?	7	you did, I believe you said, was with the people
8	MS. BOMCHILL: Calls for speculation.	8	Mr. Green and the other paralegals and partners at
9	BY MR. FISHER:	9	Mayer Brown.
10	Q. Specifically I'll refer your attention back to	10	A. Correct.
11	page 206 of this exhibit.	11	Q. You mentioned you did not believe you had
12	A. I would have to go with I don't know.	12	spoke with Mr. Merjian. Did you at any point in time
13	MR. FISHER: I have no further questions.	13	communicate with anybody directly from JPMorgan?
14	MR. CALLAGY: Just a couple, Mr. Gonshorek.	14	A. Not that I recall.
15	CROSS-EXAMINATION	15	Q. Does the name Richard Duker mean anything
16	BY MR. CALLAGY:	16	to you?
17	Q. My name is John Callagy and, as you know, I	17	A. No.
18	represent JPMorgan. I ask you to take a look at	18	Q. And you don't recall having conversations with
± 0	represent it morgan. I ask you to take a rook at	- 0	Q. This you don't recall having conversations with

A. Okay. Q. The subject line in that memorandum, copy of 21 22

which was sent to you, in any event, is Auto Facilities Real Estate Trust 2001. Do you know what that

23 24 refers to?

A. It was connected to a synthetic lease

Plaintiff's Exhibit 4, please.

18 19

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transaction? A. No.

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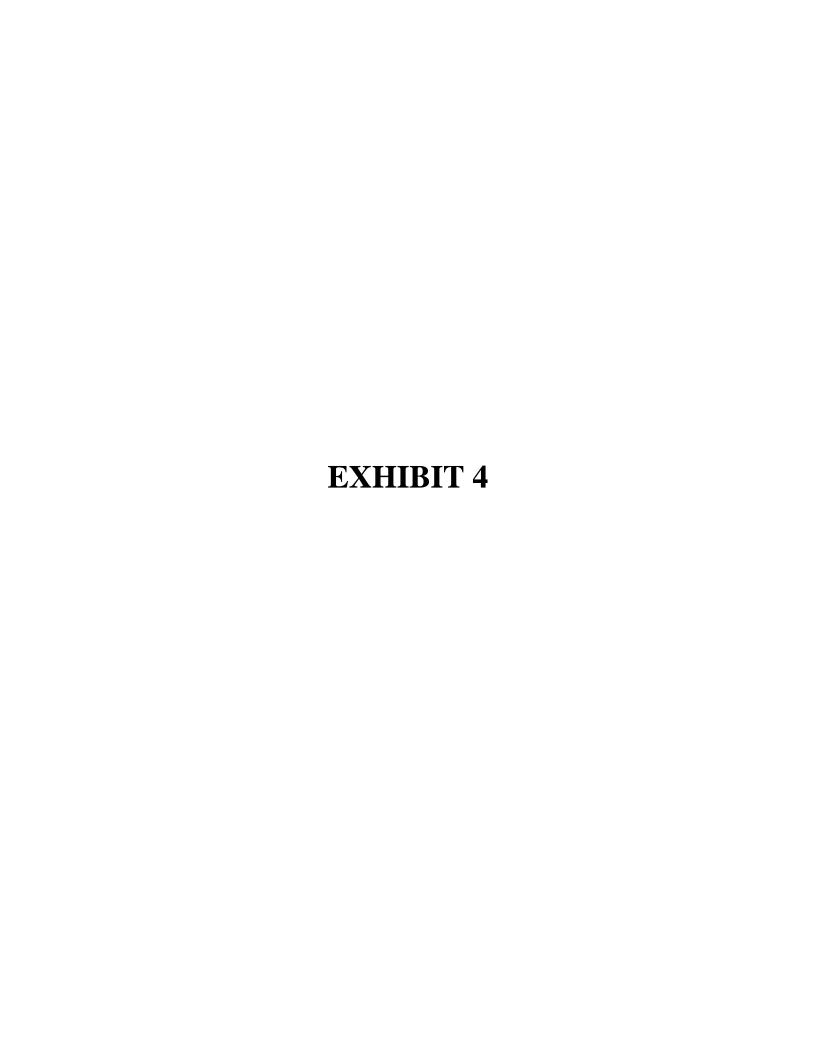
MR. CALLAGY: That's all for me.

Mr. Duker in the course of your work on this

Just for the record, I would like to state for the record that to the extent there is an issue -- an ongoing issue about the attorney-client privilege

13 (Pages 49 to 52)

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Page 49
                                                                                                                                             Page 51
                                                                               1
  1
       assertion with respect to conversations with
                                                                                      UNITED STATES OF AMERICA
                                                                                      SOUTHERN DISTRICT OF NEW YORK )
  2
       Mr. Gonshorek and Ms. Bomchill, I would like to reserve
                                                                               2
                                                                                                           ) SS.
  3
       our rights with respect to that in terms of our
                                                                                      STATE OF ILLINOIS
  4
       objecting to that assertion. And, therefore, we would
                                                                               3
                                                                                      COUNTY OF COOK
                                                                                                                         )
  5
       like to maintain that objection if it becomes necessary
                                                                               4
  6
        for us to go further on this issue.
                                                                               5
                                                                                            I, Jennifer D. Riemer, Certified Shorthand
  7
                     (Witness excused.)
                                                                               6
                                                                                      Reporter, Registered Professional Reporter, and
  8
                      (End time 12:15 p.m.)
                                                                               7
                                                                                      Certified Realtime Reporter, do hereby certify that
  9
                                                                               8
                                                                                      STEWART GONSHOREK was first duly sworn by me to testify
10
                                                                               9
                                                                                      to the whole truth and that the above deposition was
11
                                                                              10
                                                                                      reported stenographically by me and reduced to
12
                                                                              11
                                                                                      typewriting under my personal direction.
                                                                              12
                                                                                            I further certify that the said deposition was
13
                                                                              13
                                                                                      taken at the time and place specified and that the
14
                                                                              14
                                                                                      taking of said deposition commenced on the 28th day of
15
                                                                              15
                                                                                      January, A.D., 2010, at 10:40 a.m.
16
                                                                              16
                                                                                            I further certify that I am not a relative or
17
                                                                              17
                                                                                      employee or attorney or counsel of any of the parties,
18
                                                                              18
                                                                                      nor a relative or employee of such attorney or counsel,
19
                                                                              19
                                                                                      nor financially interested directly or indirectly in
20
                                                                              20
21
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                                                                              25
25
                                                                Page 50
                                                                                                                                              Page 52
                                                                               1
                                                                                             In witness whereof, I have hereunto set my
           IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK
  2
                                                                               2
                                                                                      hand at Chicago, Illinois, this 1st day of February,
                                                                               3
                                                                                      A.D., 2010.
      IN RE: MOTORS LIQUIDATION
                                                                               4
      COMPANY, et al.,
                                                                               5
  5
           Debtors.
                                                                               6
                           ) No. 09-50026 (REG)
  6
      OFFICIAL COMMITTEE OF UNSECURED
                                                                               7
      CREDITORS OF MOTORS LIQUIDATION )
       COMPANY f/k/a GENERAL MOTORS
                                                                               8
      CORPORATION.
                                                                               9
           Plaintiff,
  9
                                                                                                    JENNIFER D. RIEMER, CSR, RPR, CRR
                                                                              10
 10
                                                                                                    205 West Randolph Street
       JP MORGAN CHASÉ BANK, N.A.,
                                                                              11
                                                                                                    5th Floor
 11
       Individually and as
       Administrative Agent for
                                                                                                    Chicago, Illinois 60606
 12
       various lenders party to the
                                                                              12
                                                                                                    Phone: (312) 236-6936
       Term Loan Agreement described
 13
      herein, et al.,
                                                                              13
 14
           Defendants.
                                                                              14
 15
                                                                                      CSR No. 084-003901
           I, STEWART GONSHOREK, state that I have read
 16
       the foregoing transcript of the testimony given by me at my deposition on the 28th day of January, A.D., 2010,
                                                                              15
                                                                              16
 17
       and that said transcript constitutes a true and correct
       record of the testimony given by me at the said
                                                                              17
 18
       deposition except as I have so indicated on the errata
                                                                              18
       sheets provided herein.
 19
                                                                              19
       No corrections (Please initial)
                                                                              20
 20
       Number of errata sheets submitted
                                             (pgs.)
 21
                                                                              21
                      STEWART GONSHOREK
                                                                              22
       SUBSCRIBED AND SWORN to
 23
                                                                              23
       before me this
                         day
 2.4
                         . 2010.
                                                                              24
 25
                                                                              25
         NOTARY PUBLIC
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1 (Pages 1 to 4)

No Time		Page 1	Page 3
SOUTHERN DISTRICT ON NEW YORK 1	UNITED STATES BANKRUPTCY COURT	1	INDEX
MOTORS 1 (MIRMATON COMPANY) Chapter 11	SOUTHERN DISTRICT OF NEW YORK		
MOTORS LIQUIDATION COMPANY Chapter 11			ROBERT GORDON
MOTORS LIQUIDATION COMPANY Chalger 1 6 Cross-Examination by Mr. Callagy			Direct Examination by Mr. Eicher
Debtons	MOTORS LIQUIDATION COMPANY,) Chapter 11		
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SERVINDER CENTROLOGY 11 Exhibit No. 7 E-mail - MB2461 to MB2463 5)) Jointly Administered		
12 Exhibit No. 17 E-mail - from Mr. Green	OFFICIAL COMMITTEE OF)		
Section 13		12	Exhibit No. 17 E-mail - from Mr. Green 9
Plaintiff		1.7	starting with MB5
March Marc)	13	Exhibit No. 8 Draft of Closing Checklist 15
150 150		14	
JPMOGRAN CHASE RANK, N.A.	vs.) No. 09-50026 (REG)	15	
Individually and as a content of the plantiff of the Plaintiff of the Plai		16	JPM-CB-STB891 to JPM-CB-STB893
Proceedings 17	Individually and as)	16	Exhibit No. 21 Draft Escrow Instructions 19
Defendants.) Defendants. De		17	
Defendants.) 20 The deposition of ROBERT GORDON, called by the Plaintiff for examination, taken pursuant to notice and pursuant to the Federal Rules of Civil Procedure for the United States District Courts pertaining to the taking of depositions, taken before Jennife D. Remer, Certified Shorthand Reporter, Registered Professional Registered Professional Reporter, Registered P			
Page 2		19	
The deposition of ROBERT GORDON, called by the Plaintiff for examination, taken pursuant to the foldered Rules of CVIP Procedure for the United States District Courts pertaining to the taking of depositions, taken before Jennier D. Riemer. deposition and Cutified Resiliance Reporter, at 71 South Wacker Drive. Sults 2300. Chicago, Illinois, commencing at 1:54 p.m. on the 28th day of January, A.D., 2010. Page 2 Page 4 APPEARANCES. On behalf of the Plaintiff. ERIC B. FISHER, ESO. KATIEL COOPERMAN, ESO. BITZEL LONG 380 Massion Avenue, 22nd Floor New York, New York 10107 Prome; 21.2818 101 Faxe; 21.2818.0494 E-mail: cooperman@butzel.com On behalf of JPMorgan Chase Bank: JOHN M. CALLAGY, ISO, NICHOLAS J, PANARELLA, ESO, NICHOLAS J, PANARELLA, ESO, NICHOLAS J, PANARELLA, ESO, NEULEY DRYL & WARREN, LLP Floor: 21.2818.08796 Femil: jeallagy@ kelleydye.com Debalf of Robert Gordon: FERNCE BOWCHILLE SO. No behalf of Robert Gordon: FERNCE BOWCHILLE SO. No behalf of Robert Gordon: FERNCE BOWCHILLE SO. A Page 2 Page 4 Exhibit No. 28 E-mail - JPM-CB-MLB 6334 57 Exhibit No. 28 E-mail - JPM-CB-MLB 6334	Defendants.)	20	JFM-CB112 to JFM-CB113
Plaintiff for examination, taken pursuant to notice and prissuant to the Federal Rules of Civil Procedure for the United States District Courts pertaining to the taking of depositors, taken before Plantief D. Riemer. Cerrificed Shorthand Reporter, Registered Professional Reporter R			Exhibit No. 27 E-mail with attachment 34
District Outs persiming to the taking of depositions, taken before Jennifer D. Riemer, Certified Shorthard Reporter, Registerd Professional 23 Reporter, and Certified Realtime Reporter, Registerd Professional 24 Reporter, and Certified Realtime Reporter, Registerd Professional 25 Reporter, and Certified Realtime Reporter, Registerd Professional 26 Reporter, and Certified Realtime Reporter, Registerd Professional 27 Reporter, and Certified Realtime Reporter, Registerd Professional 26 Reporter, and Certified Realtime Reporter, Registerd Professional 27 Revision (1997) R		21	
Seports Separation Certifical Shorthand Reporter, Rejisterd Professional Reporter, and Certifical Reporter, and T I South Waker Drive, Suite 3200, Chicago, Ullinois, commencing at 1:54 p.m. on the 28th day of January, A.D., 2010. Page 2	pursuant to the Federal Rules of Civil Procedure for the	22	JPM-CB-MLB 6322
Certified Shorthand Reporter, Registered Professional Reporter, and Tri South Wacker Drive, Suite 3200, Chicago, Illinois, commencing at 1:54 p.m. on the 28th day of January, A.D., 2010. Page 2 Page 4		22	Exhibit No. 28 E-mail - JPM-CB-MLB 6334 57
Wacker Drive, Suite 3200, Chicago, Illinois, commencing at 1:54 p.m. on the 28th day of January, A.D., 2010. Page 2 Page 2 APPEARANCES: 1 WHEREUPON: On behalf of the Plaintiff: ERIC B. FISHER, ESQ, KATTEL COOPERMAN, ESQ. 380 Madison Avenue, 22nd Floor New York, 10017 Phone: 212.818.110 Fax: 212.818.0494 E-mail: fisher Bebutzel.com E-mail: cooperman@butzel.com E-mail: solve Work 10017 Bloom: 212.818.110 Fax: 212.818.0494 E-mail: fisher may be to the official Committee of Kell.Exp Drk E. Warkens, LLP Unsecured Creditors in the GM bankruptcy proceedings. Brisher, and I'm here with my colleague, Katie Cooperman, and we are special counsel to the Official Committee of Kell.Exp Drk E. Warkens, LLP Unsecured Creditors in the GM bankruptcy proceedings. Brisher, and I'm here with my colleague, Katie Cooperman, and we are special counsel to the Official Committee of Wey Tork, New York, 10178 Brone: 212.808.7800 Fax: 212.808.7807 E-mail: jealing@kelleydyc.com E-mail: inpanarella@kelleydyc.com E-mail: inpanarella@kell		23	
APPEARANCES: On behalf of the Plaintiff: ERIC B. FISHER, ESO, KATTEL, COOPERMAN, ESO. BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 2123 ISI,110 Fax: 2123 ISI,0194 E-mail: cooperma@butzel.com Con behalf of JPMorgan Chase Bank: JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ. KELLEY DRYE & WARKEN, LLP 101 Park Avenue New York, New York 10178 Phone: 2123 ISI,8097 E-mail: jeallagy @kelleydrye.com E-mail: panarella@kelleydrye.com E-mail: panarella@kelleydrye.com E-mail: panarella@kelleydrye.com E-mail: panarella@kelleydrye.com E-mail: panarella@kelleydrye.com FERNC. BOMCHILL, ESQ. MAYER RROWN, LLP 100 behalf of Robert Gordon: FERN C. BOMCHILL, ESQ. MAYER RROWN, LLP 110 chase Advance May Say Say Say Say Say Say Say Say Say S	Wacker Drive, Suite 3200, Chicago, Illinois, commencing		
On behalf of the Plaintiff: ERIC B. FISHER, ESQ. KATTE L. COPERMAN, ESQ. BUTZEL LONG 30	at 1:54 p.m. on the 28th day of January, A.D., 2010.	25	
On behalf of the Plaintiff: ERIC B. FISHER, ESQ, KATTEL, COOPERNAN, ESQ, BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818,1110 Fax: 212.818,0494 E-mail: fishere@buzzel.com E-mail: cooperman@buzzel.com Con behalf of JPMorgan Chase Bank: JOHN M. CALLAGY, ESQ, NICHOLAS J. PANARELLA, ESQ, NICHOLAS J. PANARELLA, ESQ, NELLEY DAYE & WAREN, LLP 101 Park Avenue New York, New York 10178 Phone: 212.808,7800 Fax: 212.808,7897 E-mail: galagy@kelleydryc.com E-mail: apanarella@kelleydryc.com E-mail: panarella@kelleydryc.com LERION Con behalf of Robert Gordon: FERN C. BOMCHILL, ESQ, MAYRE BROWN, LLP 105 Behalf of Robert Gordon: FERN C. BOMCHILL, ESQ, MAYRE BROWN, LLP 11 Gouth Wacker Drive Chicago, Illinois 60606 Phone: 312.782,0600 Fax: 312.701,7711 E-mail: ponshill@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: myanning@mayerbrown.com E-mail: myanning@may		Page 2	Page 4
On behalf of the Plaintiff: ERIC B. FISHER, ESQ, KATTEL COOPERMAN, ESQ. BUTZEL LONG 30 dalled as a witness herein, having been first duly sworn, was examined and testified as follows: 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.110 Fax: 212.818.0494 E-mail: fishere@butzel.com 6 BY MR. FISHER: E-mail: cooperman@butzel.com 7 Q. Good afternoon, Mr. Gordon. My name is Eric On behalf of JPMorgan Chase Bank: JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ. NICHOLAS J. PANARELLA, ESQ. NICHOLAS J. PANARELLA, ESQ. New York, New York 10178 Phone: 212.808.7800 Fax: 212.808.7897 E-mail: caplage@kelleydrye.com E-mail: apanarella@kelleydrye.com E-mail: apanarella@kelleydrye.com E-mail: apanarella@kelleydrye.com E-mail: apanarella@kelleydrye.com E-mail: mpanarella@kelleydrye.com E-mail: mpanarella@	APPEARANCES:	1	WHEREUPON:
ERIC B. FISHER. ESO. KATTEL COOPERMAN, ESQ. BUTZEL LONG SAS MAGION Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.1110 Faxe. 212.818.0494 E-mail: fishere@butzel.com E-mail: cooperman@butzel.com Con behalf of JPMorgan Chase Bank: JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ. NICHOLAS J. PANARELLA, ESQ. SELECT PRY & WARREN, LLP 101 Park Avenue New York, New York 10178 Phone: 212.808.7800 Fax: 212.808.7897 E-mail: glalgay@kelleydrye.com E-mail: aphanærlla@kelleydrye.com E-mail: glalgay@kelleydrye.com LERS A. E. MANING, ESQ. Sobrett Gordon: FERN C. BOMCHILL, ESQ. MYER BROWN, LLP 105 Sobrett Gordon: FERN C. BOMCHILL, ESQ. MYER BROWN, LLP 116 Gordon: FERN C. BOMCHILL, ESQ. MYER BROWN, LLP 117 South Wacker Drive Chicago, Illinios 66666 Phone: 312.782.0600 Fax: 312.701.7711 E-mail: momaning@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: mwanning@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: myanner law the court reporter can take down both my MyYER BROWN, LLP 107 A. Okay. 108 Okay. 109 Okould you describe briefly your educational E-mail: myanner law school from the School of Law 109 Okould you please 118 Okould you please 129 Okould you remployment history. 120 A. I started at Mayer Brown in June of 1979, and	On behalf of the Plaintiff:	2	
BUTZEL LONG 380 Madison Avenue, 22nd Floor New York, New York 10017 Phone: 212.818.110 Fax: 212.818.0494 E-mail: fishere@bluzel.com E-mail: cooperman@bluzel.com E-mail: panake_LLA_ESO. SELLEY_DAYE & WARREN_LLP 101 Park Avenue New York, New York 10178 Phone: 212.808.7800 Fax: 212.808.7897 E-mail: joinanzella@kelleydye.com E-mail: joinanzella@kelleydye.com E-mail: panarella@kelleydye.com E-mail: panarella@kelleydye.com E-mail: panarella@kelleydye.com E-mail: ponarella@kelleydye.com E-mail: ponarella@kelleydye.com 13 please let me know, and I will try to rephrase it. On behalf of Robert Gordon: 14 Okay? It's important that you answer questions audibly FERN C. BOMCHILL_ESO. 15 so that the court reporter can take down both my MELISSA E. MANNING, ESO. 16 A. Okay. MAYER BROWN, LLP 17 South Wacker Drive Chicago, Illinois 60606 Phone: 312.782.0600 Fax: 312.701.7711 E-mail: Ponchill@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: manning@mayerbrown.com E-ma	ERIC B. FISHER, ESQ.		
S80 Madison Avenue, 22nd Floor S			
Phone: 212.818.1110 Fax: 212.818.0494 E-mail: fishere@butzel.com 7 Q. Good afternoon, Mr. Gordon. My name is Eric 7 Q. Good afternoon, Mr. Gordon. My name is Eric 7 Q. Good afternoon, Mr. Gordon. My name is Eric 7 Q. Good afternoon, Mr. Gordon. My name is Eric 7 Q. Good afternoon, Mr. Gordon. My name is Eric 7 Q. Good afternoon, Mr. Gordon. My name is Eric 8 Fisher, and I'm here with my colleague, Katie Cooperman, JOHN M. CALLAGY, ESQ. 9 and we are special counsel to the Official Committee of 8 KELLEY DRYE & WARREN, LLP 10 Unsecured Creditors in the GM bankruptcy proceedings. 11 I'm going to ask you a number of questions 10 Park Avenue 11 I'm going to ask you a number of questions 12 Pamail: jeallage@kelleydrye.com 12 Pamail: jeallage@kelleydrye.com 13 Palease let me know, and I will try to rephrase it. 14 Okay? It's important that you answer questions audibly 15 FERN C. BOMCHILL ESQ. 15 so that the court reporter can take down both my 15 will waker Drive 16 Questions and your answers. 17 A. Okay. 18 Q. Would you describe briefly your educational 18 Pamail: mmanning@mayerbrown.com 19 Packground. 20 A. I graduated law school from the School of Law 16 Okorthwestern University in 1979. 22 Q. And following law school would you please 23 describe generally your employment history. 24 A. I started at Mayer Brown in June of 1979, and 25 Parkers 26 Parkers 27 Parkers 27 Parkers 28 Parkers 28 Parkers 28 Parkers 29 Park			
B-mail: cooperman@butzel.com B-mail: cooperman@butzel.com F-mail: cooperman@butzel.com F-mail: cooperman@butzel.com F-mail: cooperman@butzel.com Fisher, and I'm here with my colleague, Katie Cooperman, JOHN M. CALLAGY, ESQ. NICHOLAS J. PANAREIL.A,			
On behalf of JPMorgan Chase Bank: JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ. RELLEY DAYR & WARREN, LLP 101 Park Avenue New York, New York 10178 Phone: 212.808.7800 Fax: 212.808.7897 E-mail: jeallagy @kelleydrye.com E-mail: panarella@kelleydrye.com E-mail: panarella@kelleydrye.com 13 please let me know, and I will try to rephrase it. On behalf of Robert Gordon: FERN C. BOMCHILL, ESQ. MAYER BROWN, LLP 15 so that the court reporter can take down both my MAYER BROWN, LLP 17 South Wacker Drive Chicago, Illinois 60606 Phone: 312.782.0600 Fax: 312.701.7711 E-mail: bomchill@mayerbrown.com E-mail: manning@mayerbrown.com Bemail: manning@mayerbrown.com Bemail: manning@mayerbrown.com 19 background. A. I graduated law school from the School of Law of Northwestern University in 1979. Q. And following law school would you please describe generally your employment history. A. I started at Mayer Brown in June of 1979, and			
JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELIA, ESQ. KELLEY DRYE & WARREN, LLP 10 Unsecured Creditors in the GM bankruptcy proceedings. 101 Park Avenue New York, New York 10178 Phone: 212.808.7800 Fax: 212.808.7897 E-mail: jcallagy@kelleydrye.com E-mail: nanarella@kelleydrye.com I14 Okay? It's important that you answer questions audibly FERN C. BOMCHILL. ESQ. MELISSA E. MANNING, ESQ. MAYER BROWN, LLP 15 own that the court reporter can take down both my questions and your answers. I17 A. Okay. Phone: 312.782.0600 Fax: 312.701.7711 E-mail: fbomchill@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: monthill@mayerbrown.com E-mail: monthill@mayerbrown.co			- · · · · · · · · · · · · · · · · · · ·
NICHOLAS J. PANARELLA, ESQ. KELLEY DRYE & WARREN, LLP 101 Park Avenue New York, New York 10178 Phone: 212.808.7806 Fax: 212.808.7807 E-mail: jcallagy@kelleydrye.com E-mail: npanarella@kelleydrye.com E-mail: npanarella@kelleydrye.com E-mail: npanarella@kelleydrye.com On behalf of Robert Gordon: FERN C. BOMCHILL, ESQ. MELISSA E. MANNING, ESQ. MAYER BROWN, LLP 71 South Wacker Drive Chicago, Illinois 60606 Phone: 312.782.0600 Fax: 312.701.7711 E-mail: flomchill@mayerbrown.com E-mail: mmanning@mayerbrown.com E-mail: mmanning@mayerbrown.com 100 Would you describe briefly your educational background. A. I graduated law school from the School of Law of Northwestern University in 1979. Q. And following law school would you please describe generally your employment history. A. I started at Mayer Brown in June of 1979, and		_	· · · · · · · · · · · · · · · · · · ·
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Page 5

Page 7

- 1 Q. And during that period of time, from 1979 up 2 until today, in what area of law did you practice or do 3 you practice? A. I'm in the real estate group, and I practice 4 5 real estate finance law. 6 Q. And that was the case for your entire period 7 of time here? 8 A. Yes. 9 Q. And are you a partner? A. Yes. 10 11 Q. When did you become a partner? A. I believe in 1986. 12 13
 - Q. Mr. Gordon, I'm handing you what's previously been marked as Plaintiff's Exhibit No. 7. Looking at the first page of this exhibit, the top portion of the page, is that an e-mail that you sent to Mr. Green?
 - A. Reading this, it is an e-mail I sent to Ryan Green.
 - Q. And what was the purpose of the e-mail?
 - A. It was to ask Ryan to put together a checklist for the payoff of the GM synthetic lease.
 - Q. And what did you mean by -- when you asked him to prepare a checklist?
 - A. I asked him to put together a checklist of the documents required to pay off the GM Chase synthetic

counsel for JPMorgan.

- lease, including a list of the documents required. Q. And at the time that you sent this e-mail to Mr. Green, did you expect that among the documents that would be included on the checklist would be certain UCC
- 5 filings? 6 A. Yes.

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- Q. And did Mr. Green, in fact, prepare the checklist you asked him to prepare?
 - A. I believe he did, yes.
- Q. And you said the transaction in question was the payoff on the GM synthetic lease. Would you describe what that transaction involved.
 - A. Which transaction?
- Q. Specifically the payoff. I'm not interested in the underlying transaction, but the -- the payoff of the synthetic lease, I would just like to understand what you mean by that.
- A. The synthetic lease was a transaction between Chase and General Motors involving a group of properties. We were asked by GM to prepare the documents necessary for Chase to be paid off for the obligations on that synthetic lease and to release their interest in those properties.
- Q. And what was -- You said that Chase was a party to the transaction. What was their status?

- A. I believe that they were the administrative agent for the financing parties, and they were one of the financing parties.
- Q. And as part of closing out this transaction, it was necessary to release certain security interests that JPMorgan had?
- MS. BOMCHILL: Could I hear the question again.

8 MR. FISHER: Let me ask it again. 9

BY MR. FISHER:

Q. As part of this transaction, paying off the GM synthetic lease, did you expect that it would be necessary to file termination statements with regard to certain secured interests of JPMorgan?

MR. CALLAGY: Object to the form.

BY THE WITNESS:

- A. I expected that termination statement filings would need to be made with respect to the financing statements that related to the properties in the synthetic lease.
- Q. And focusing on this period in October 2008, when you were contemplating the payoff of this lease and what would be necessary in order to close the transaction, who did you expect would prepare any termination statements that were to be filed?
 - A. Either someone from our office or someone from

Page 8

- Q. Did there come a point in time in October 2008 when it became clear to you that Mayer Brown, as counsel to GM, would be preparing the draft termination statements for closing?
 - A. Can you repeat the question.
- Q. Sure. Did there come a point in time when you learned that GM, as opposed to JPMorgan, would be preparing the draft termination statements?

MR. CALLAGY: Object to the form.

BY MR. FISHER:

- Q. Actually, I misspoke. Did there come a point in time when you learned that Mayer Brown would be preparing the draft termination statements?
 - A. Again --
 - Q. Let me -- Clearly it's not a good question.
- A. I don't know what you're getting at.
 - Q. Did Mayer Brown or counsel for JPMorgan prepare termination statements that were filed in connection with this transaction?
 - A. Mayer Brown prepared the termination statements.
 - Q. How was it decided that Mayer Brown would prepare the termination statements as opposed to counsel for JPMorgan?

Page 11

1 2	MR. CALLAGY: Objection to the form. BY THE WITNESS:	1 2
3	A. I don't know.	3
4	Q. Is there In your experience is there a	4
5	convention or a custom as to whether borrower's counsel	5
6	or lender's counsel prepares termination statements?	6
7	A. I'm not aware of a custom.	7
-		
8	Q. Who was counsel for JPMorgan on this	8 9
9	transaction?	
.0	A. Simpson Thatcher.	10
.1	Q. Mr. Gordon, I'm showing you what has	11
.2	previously been marked as Plaintiff's Exhibit No. 17.	12
.3	Focusing on the top portion of the first page of this	13
.4	exhibit, is that an e-mail that a copy of which you	14
.5	received from Mr. Green?	15
.6	A. It shows that I was copied on this e-mail,	16
.7	yes.	17
.8	Q. Do you have any reason to doubt you received	18
-9	this e-mail?	19
20	A. No.	20
21	Q. And I believe you testified earlier that you	21
22	believed or thought that Mr. Green had prepared the	22
23	checklist. Does looking at this e-mail confirm to you	23
24	that Mr. Green, in fact, did prepare a checklist at your	24
25	request?	25
	Page 10	
-		
1	A. It indicates that he sent an updated checklist	1
2	and copied me.	2
2	and copied me. Q. So Mr. Green did prepare a checklist?	2
2 3 4	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form.	2 3 4
2 3 4 5	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS:	2 3 4 5
2 3 4 5 6	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS: A. In looking at this, I just see that he sent an	2 3 4 5 6
2 3 4 5 6 7	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS: A. In looking at this, I just see that he sent an updated checklist.	2 3 4 5 6 7
2 3 4 5 6 7 8	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS: A. In looking at this, I just see that he sent an updated checklist. Q. And you're not sure who prepared the	2 3 4 5 6 7 8
2 3 4 5 6 7	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS: A. In looking at this, I just see that he sent an updated checklist. Q. And you're not sure who prepared the checklist?	2 3 4 5 6 7 8 9
2 3 4 5 6 7 8	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS: A. In looking at this, I just see that he sent an updated checklist. Q. And you're not sure who prepared the checklist? A. Correct.	2 3 4 5 6 7 8 9
2 3 4 5 6 7 8 9	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS: A. In looking at this, I just see that he sent an updated checklist. Q. And you're not sure who prepared the checklist? A. Correct. Q. And you received a copy of the checklist?	2 3 4 5 6 7 8 9
2 3 4 5 6 7 8 9	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS: A. In looking at this, I just see that he sent an updated checklist. Q. And you're not sure who prepared the checklist? A. Correct. Q. And you received a copy of the checklist? A. Based on this e-mail.	2 3 4 5 6 7 8 9
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2 3 4 5 6 7 8 9 -0 -1 -2 -3	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS: A. In looking at this, I just see that he sent an updated checklist. Q. And you're not sure who prepared the checklist? A. Correct. Q. And you received a copy of the checklist? A. Based on this e-mail. Q. And do you have any reason Withdrawn. I think you've already answered that.	2 3 4 5 6 7 8 9 10 11 12 13 14
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2 3 4 5 6 7 8 9 .0 .1 .2 .3 .4 .5 .6	and copied me. Q. So Mr. Green did prepare a checklist? MR. CALLAGY: Objection to form. BY THE WITNESS: A. In looking at this, I just see that he sent an updated checklist. Q. And you're not sure who prepared the checklist? A. Correct. Q. And you received a copy of the checklist? A. Based on this e-mail. Q. And do you have any reason Withdrawn. I think you've already answered that. Would you turn to page MB17 of this exhibit, please. There's a section under 7A, and the heading	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
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Q. What does it refer to?

A. Reading this it refers to a financing statement that was filed on November 30th, 2006.

Q. And there is a column that's called "Document number." And then if you look at that column in the row where that financing statement I just pointed out occurs, you'll see a Document No. 1457978.1.

Do you know whether that refers to the document number that was assigned to a particular document in the Mayer Brown iManage system?

A. It looks like that kind of document number.

- Q. Did you review this checklist in October 2008?
- A. I don't recall.
- Q. Is there any document that you can think of in existence in the world that might refresh your recollection, one way or the other, as to whether you looked at this checklist in October 2008?
- A. There might be a document. I'm not aware of any at this point.
- Q. Mr. Gordon, I'm handing you Plaintiff's Exhibit 15. Looking at the first page of this exhibit, did you receive a copy of this e-mail from Mr. Green to Mr. Merjian and Mr. Ledyard?
- A. I don't recall, but it shows I'm copied on the e-mail.

Page 12

- Q. Do you have any reason to doubt you received a copy of it?
 - A. No.
 - Q. Who is Mr. Merjian?
 - A. He's an attorney at Simpson Thatcher.
- Q. And what was Mr. Merjian's role with respect to this transaction?
- A. He was counsel to Chase in connection with the synthetic lease financing.
 - Q. And Mr. Green is an associate here?
 - A. Yes.
- Q. And he was working on this matter under your direction?
 - A. Yes.
- Q. And what were his -- What were Mr. Green's responsibilities with respect to this transaction?
- A. To coordinate the termination and payoff of the synthetic lease and coordinate the exchange of documents to do that.
- Q. And there are two individuals who have GM.com e-mail addresses that also appear on this exhibit. Who are they?
- A. Arun Sundaram is an employee of GM in the treasurer's office at the time. And Timothy Condor is an employee of GM in Detroit.

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Page 13

Page 15

- 1 O. Were those two individuals Mayer Brown's 2 client contacts at GM with respect to this transaction? 3 A. Yes. 4 Q. And do you know who Mr. Merjian's client
 - contact at JPMorgan was?
 - A. I don't.
 - Q. Do you have an understanding as to why Mr. Green would have shared a copy of the closing checklist with Mr. Merjian?
- 10 A. Yes.
- 11 O. Why?
 - A. To coordinate the payoff of the synthetic

13 lease.

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- Q. Was JPMorgan's agreement required with respect 14 to the payoff of this lease?
 - MR. CALLAGY: Objection to form.
- BY THE WITNESS: 17
- 18 A. No.
- 19 Q. With regard to termination statements that 20 were to be filed in connection with this payoff, was JPMorgan's consent required? 21
 - A. JPMorgan's consent was required to file 22 termination statements terminating their financing 23 statements relating to the properties in the synthetic 24 lease. 25

- A. I've seen the filed version of this document.
- O. When you refer to the "Filed version of this document," are you referring to a termination statement that relates to UCC Filing 6416808-4?
 - A. Yes.
 - Q. Who prepared this page, page 206?
- A. I don't know.
 - Q. If you could refer back, Mr. Gordon, please, to Plaintiff's Exhibit 17. My apologies. That's the wrong exhibit. I'll let you know in a moment what exhibit it is I'd like you to refer to.

I'm handing you what's previously been marked as Plaintiff's Exhibit No. 8. And I'll represent to you that you are not indicated as a recipient of this e-mail. The e-mail subject line refers to a GM checklist. And in parentheses, there's an entry that says, "10-6 REG comments." Are those your initials?

- A. Yes.
- Q. Did you provide comments to Mr. Green with respect to the checklist?
 - A. I may have.
- Q. What do you recall about any comments you may have provided?
 - A. I don't recall.
 - Q. Are you aware of any document that would

Page 16

- Q. To your knowledge, did Mr. Merjian have any comments on the checklist that was circulated to him by Mr. Green?
- 4 A. I don't know.
 - Q. Did you ever learn that Mr. Merjian had any corrections he wished to make to the checklist?
- 7 A. What was the question again?
 - Q. Did Mr. Merjian ever request that corrections
- 9 be made to the checklist? 10 A. I don't know.
- Q. Did you look at the attachments -- At the time 11 that you received it, back in October 15, 2008, did you 12 look at the attachments to this e-mail? 13
- MS. BOMCHILL: Do you mean e-mail when you say 14 "it"? When he received this e-mail? 15
- 16 MR. FISHER: Yes.
- 17 BY THE WITNESS:
 - A. Can you repeat the question.
- 19 Q. Sure. I'll just rephrase it instead of having the court reporter reread it. 20
- 21 When you received this e-mail in or about October 15, 2008, did you review the attachments? 22
 - A. I don't recall.
- 24 Q. Would you look at page 206 of this exhibit, 25 please. Have you seen this document before?

- indicate what comments you may have provided to Mr. Green about the checklist?
 - A. I'm not aware of any.
- Q. Let's set that aside. I'm going to hand you what's been marked as Plaintiff's Exhibit 16. Focusing just on the e-mail that appears in the top portion of the first page of this exhibit, is that an e-mail a copy of which you received from Mr. Merjian?
- A. It shows I'm copied on the e-mail. I don't recall if I received it.
- Q. You don't have any reason to doubt you received it?
 - A. No.
- Q. Read the text of the e-mail to yourself, and let me know whether that refreshes your recollection one way or the other as to whether Mr. Merjian provided any comments with regard to the checklist prepared by Mr. Green.
- A. Well, this e-mail indicates that he commented on some documents and the reference to JPMorgan Chase in those documents.
- Q. Aside from that comment from Mr. Merjian, are you aware of any other comments or corrections that he had with respect to any documents prepared in connection with the closing on this transaction?

5 (Pages 17 to 20)

			3 (1ages 1, ee 20,
	Page 17		Page 19
1	MR. CALLAGY: Object to the form.	1	A. Okay. So your question?
2	MS. BOMCHILL: Object to form.	2	Q. My question is, what is Exhibit 22?
3	BY THE WITNESS:	3	A. It's a copy of escrow instructions directed to
4	A. I'm not aware of whether he had or didn't have	4	the escrow agent regarding the payoff of the GM/Chase
5	any comments.	5	synthetic lease.
6	Q. And just to make sure my questions are clear,	6	Q. Who prepared the escrow instructions?
7	when I refer to "this transaction," I'm referring to the	7	A. I believe Ryan Green did.
8	payoff under the synthetic lease. Is that consistent	8	Q. And if you look at the first page of this
9	with your understanding of what I'm referring to? In	9	exhibit, there's a numeral 2, and next to that, it says,
10	other words, when you answered my last question	10	"Termination of UCC financing statements, File
11	A. Yes.	11	Nos. 20925325, 20925267, and 6416808-4."
12	Q is that what you had in mind as "the	12	The last entry there, 6416808-4, is it your
13	transaction"?	13	understanding that that number correlates to a
14	A. Yes.	14	termination statement that was ultimately filed?
15	Q. If Mr. Merjian had comments with regard to any	15	MS. BOMCHILL: Object to the form of the question.
16	of the closing documents for this transaction, would you	16	BY THE WITNESS:
17	expect that those comments would have come to your	17	A. I believe that refers to the termination
18	attention?	18	statement which was prepared and filed regarding that
19	MR. CALLAGY: Objection to form.	19	financing statement.
20	MS. BOMCHILL: Object to the form.	20	Q. And is that the same termination statement
21	BY THE WITNESS:	21	referenced on the checklist you previously reviewed?
22	A. Maybe, maybe not.	22	A. It's the same as the financing statement
23	Q. Are there certain kinds of comments that	23	referred to on the checklist you just showed me.
24	likely would have come to your attention and another	24	Q. I'm also going to hand you Plaintiff's Exhibit
~ =	category that, perhaps, would not?	2 -	NI 01 A 1
25	category that, perhaps, would not?	25	No. 21. And my question about this exhibit is simply
25	Page 18	4 5	No. 21. And my question about this exhibit is simply Page 20
	Page 18		Page 20
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6 (Pages 21 to 24)

	Page 21		Page 23
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2	MR. CALLAGY: Objection to form.	2	financing statements relating to the properties in the
3	MS. BOMCHILL: Objection to form.	3	GM/Chase synthetic lease.
4	BY THE WITNESS:	4	Q. And did they, in fact, so authorize?
5	A. Repeat the question again.	5	A. Yes, in the termination agreement.
6	Q. Yes. If JPMorgan or its counsel had not	6	Q. During the period of time that you were
7	signed off on these escrow instructions, could the	7	working on this particular transaction, did Mr. Merjian
8	termination statements referenced on page 1 of this	8	ever communicate to you that one of the financing
9	exhibit have been filed?	9	statements identified in the escrow letter was mistaken?
10	MR. CALLAGY: Objection to form.	10	A. Not that I'm aware.
11	MS. BOMCHILL: Same objection.	11	Q. Did Mr. Merjian ever communicate to you that
12	BY THE WITNESS:	12	one of the termination statements identified in the
13	A. The financing statements that related to the	13	closing checklist was there in error?
14	GM/Chase synthetic lease were permitted to be filed by	14	A. Not that I'm aware.
15	the termination agreement, not this document. So the	15	Q. Did Mr. Merjian ever indicate to you that any
16	answer to your question in regard to those is no.	16	draft termination statement had been prepared in error?
17	Q. You said "in regard to those." In regard to	17	A. Not that I'm aware.
18	what? What did you refer to when you said "those"?	18	Q. If Mr. Merjian had indicated to you that there
19	A. The termination statements that related to the	19	was a financing statement that had been prepared in
20	financing statements relating to the properties in the	20	error, would you have nonetheless attempted to file that
21	GM/Chase synthetic lease.	21	termination statement?
22	Q. Okay. So Are you referencing there file	22	MR. CALLAGY: Objection to form.
23	No. 20925325, and 20925267?	23	MS. BOMCHILL: Objection.
24	MR. CALLAGY: Objection to form.	24	BY THE WITNESS:
25	MS. BOMCHILL: I think it mischaracterizes the	25	A. I don't know that I can answer a hypothetical
	Page 22		Page 24
1	Page 22	1	Page 24
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2	witness's testimony. BY THE WITNESS:	2	question. Q. Have you ever received comments from a
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Page 27

1	that's been prepared in error," that you would have	1	A. He would.
2	taken some step to determine whether what he was saying	2	Q. In this initial conversation with Mr. Green,
3	was true or not?	3	was it your sense that he had any understanding as to
4	MR. CALLAGY: Objection to form.	4	what prompted this question from counsel for JPMorgan?
5	BY THE WITNESS:	5	A. No.
6	A. I would hope that I would look into it.	6	Q. And at this point in time, when your first
7	Q. Did there come a point in time when you	7	conversation with Mr. Green concludes, did you have any
8	learned that the termination statement that's at issue	8	understanding as to what had prompted the question that
9	in this case was mistaken?	9	was presented to you by counsel for JPMorgan?
10	A. Was mistaken? Your meaning of "mistaken"?	10	A. From the call with JPMorgan's counsel, I
11	Q. Yes. Did there come a point in time that you	11	understood that a termination statement was filed with
12	learned that one of the termination statements filed at	12	regard to a financing statement in favor of JPMorgan
13	Mayer Brown's request was filed in error?	13	Chase.
14	A. Yes.	14	Q. And then getting back to that first
15	Q. When did you first learn that?	15	conversation, did the attorney on the other side of the
16	A. In June of 2009.	16	telephone explain to you why he thought this was an
17	Q. Who first brought that to your attention?	17	incorrect termination statement?
18	A. I received a call from counsel to	18	A. He called me and indicated that he He
19	JPMorgan Chase.	19	called me and asked me why we had filed this termination
20	Q. Who was that individual?	20	statement.
21	A. I don't remember his name.	21	Q. Did he tell you that When you say "this
22	Q. What firm was he with?	22	termination statement," did he tell you that the
23	A. I don't recall.	23	termination statement related to a financing statement
24	Q. What did he say?	24	that concerned a term loan?
25	A. Something to the effect of, "Why did you	25	A. I believe he referenced made some reference
25	A. Something to the effect of, "Why did you Page 26	25	A. I believe he referenced made some reference Page 28
	Page 26	25 1	Page 28
1	Page 26 terminate the JPMorgan file a termination of the	1	Page 28 to the loan.
1 2	Page 26 terminate the JPMorgan file a termination of the JPMorgan financing statement?"	1 2	to the loan. Q. Was it Were you on speakerphone? Getting
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than that.

A. He had a quizzical tone, but nothing other

Q. I'm going to hand you what previously has been

I had gotten and asked him to look into what they were

referring to and to provide me with information.

Q. What did Mr. Green say to you?

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8 (Pages 29 to 32)

Page 29 1 marked as Exhibit No. 24. 1 A. I spoke with Fern Bomchill regarding the 2 2 Mr. Gordon, I should have mentioned from the auestion. 3 outset of this deposition that if you wish to take a 3 Q. Do you know whether Ms. Bomchill spoke with break at any point, that's fine. You should just let me 4 4 Mr. Toder to respond to the query that he had initially 5 know, and we can do so. 5 posed to you? 6 6 A. It's my understanding that she spoke with A. Okay. 7 Q. Again, I'll represent to you that your name 7 somebody at Morgan Lewis. 8 Q. When did Ms. Bomchill -- When did you first does not appear as someone having received this 8 9 particular e-mail, but does reviewing this e-mail 9 speak with Ms. Bomchill about the matter that was raised refresh your recollection as to who it was who called in your initial telephone conversation with Mr. Toder? 10 10 11 you about this termination statement? 11 A. I believe it was the 16th. A. Yes. I believe it was Richard Toder. 12 Q. And it was following your telephone 12 13 Q. He's with the Morgan Lewis firm? 13 conversation and a series of meetings with Mr. Green? 14 A. That's my understanding, yes. 14 A. It was following my telephone call with Q. Getting back to your conversations with 15 15 Rvan Green. Mr. Green, after that initial telephone conversation in 16 16 Q. And what did you learn from Mr. Green about which you reported to Mr. Green what Mr. Toder had told 17 why this termination statement was filed? 17 you, did you have subsequent conversations with A. I learned that the financing statement was 18 18 Mr. Green in an effort to answer Mr. Toder's question? 19 filed in connection with the termination of the GM/Chase 19 A. Yes. 20 20 synthetic lease. O. When is the next conversation you had with 21 Q. What else did you learn? 21 A. I learned that it was a termination statement 22 Mr. Green? 22 23 that related to a financing statement that did not 23 A. I believe it was sometime on June 16. 24 Q. And do you believe that Mr. Toder called you 24 relate to the GM/Chase synthetic lease. Q. Did you learn that this particular termination 25 on June 16? 25 Page 32 Page 30 1 A. Either the 15th or the 16th. 1 statement had been listed on the closing checklist? 2 Q. Describe what happened at your next meeting 2 A. I believe I did, yes. 3 with Mr. Green about this topic. 3 Q. And did you learn that it had been referenced A. I don't recall what happened at each 4 in the escrow instructions? 4 5 5 particular meeting. A. At some point I learned that. 6 Q. Okay. How many meetings did you have before 6 Q. Did you ask Mr. Green whether the closing 7 you felt that you were in a position to respond to 7 checklist had been shared with counsel for JPMorgan on 8 that transaction? 8 Mr. Toder's question? 9 A. I had a handful of meetings and calls with 9 A. No. 10 10 Q. Did you ask Mr. Green whether counsel for Ryan Green. Q. And as a result of those meetings and calls, JPMorgan had ever expressed any concerns about the 11 11 did you come to a point where you determined that you termination statement before it was filed? 12 12 had an answer to Mr. Toder's question, which, if I 13 13 A. Not that I recall. understood your testimony correctly, was, "Why was this 14 14 Q. In your initial discussion with Mr. Toder, was termination statement filed?" 15 there any discussion about who was at fault? 15 16 A. Yes. 16 MR. CALLAGY: Objection, form. 17 Q. And did you report your answer back to 17 BY THE WITNESS: 18 18 A. There was no discussion about fault. Mr. Toder? 19 A. I don't believe I talked to him after that. 19 Q. Did there come a time when you prepared an Q. Did someone else speak to Mr. Toder to share affidavit describing the circumstances under which the 20 20 21 what it is that you had learned as a result of your 21 termination statement came to be filed? conversations with Mr. Green? 22 22 A. I reviewed an affidavit. 23 MS. BOMCHILL: I object to the form of the 23 Q. You didn't prepare it? 24 24 A. I prepared revisions to an affidavit form. question. 25 BY THE WITNESS: 25 Q. Who prepared the first draft of the affidavit

Page 3	3
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Page 35

1	you're referring to?	1	Q. Mr. Gordon, feel free to take your time
2	A. I believe Morgan Lewis did.	2	looking at this. And after you've had a chance to
3	Q. Whose idea was it to have you sign an	3	review it, my first question is, have you seen before
4	affidavit relating to this matter?	4	today have you seen the first page of this exhibit?
5	A. I believe it was our idea.	5	A. I don't recall seeing the first page, which is
6	Q. Why did Morgan Lewis prepare the first draft	6	the e-mail. But the attachment, the affidavit, yes.
7	of your affidavit?	7	Q. In this cover e-mail, which I understand you
8	A. I don't know.	8	may not have seen before today, it says, "Attached is
9	Q. Did you ever have any discussions with Morgan	9	the draft affidavit with a few revisions that we think
10	Lewis about your affidavit?	10	are appropriate."
11	A. No.	11	Who made the revisions that are referred to in
12	Q. Aside from Ms. Bomchill, have you ever had any	12	this e-mail?
13	discussions with anyone about your affidavit?	13	MS. BOMCHILL: I object to the form of the
14	A. No.	14	question. You can answer.
15	Q. Did you review the initial draft of your	15	BY THE WITNESS:
16	affidavit which was prepared by Morgan Lewis?	16	A. The revisions were made as part of discussions
17	A. Yes.	17	between Fern Bomchill and me.
18	Q. Did you make revisions to it?	18	Q. Okay. And I'm not going to ask you about the
19	A. Yes.	19	substance of any of those communications.
20	MR. FISHER: I'm going to ask the court reporter to	20	The last sentence of this e-mail says, "Please
21	please mark as Plaintiff's Exhibit 26 a document	21	let me know if you wish Bob to proceed to execute the
22	numbered JPM-CB112 through 115.	22	affidavit."
23	(Plaintiff's Deposition Exhibit	23	Does seeing that sentence cause you to
24	No. 26 marked as requested.)	24	reconsider your earlier testimony that it was Mayer
25	BY MR. FISHER:	25	Brown's idea to prepare this affidavit?
	BT WIK. TISTER.	25	Brown's idea to prepare this arridavit.
	Dago 24		Daga 26
	Page 34		Page 36
1	Q. Is Plaintiff's Exhibit 26, the cover e-mail	1	A. To prepare an affidavit?
2	Q. Is Plaintiff's Exhibit 26, the cover e-mail and the attachment, a document you've seen before today?	2	A. To prepare an affidavit?Q. Yes.
2	Q. Is Plaintiff's Exhibit 26, the cover e-mail and the attachment, a document you've seen before today? MS. BOMCHILL: I'm sorry?	2	A. To prepare an affidavit?Q. Yes.A. I thought I was testifying that it was I
2 3 4	Q. Is Plaintiff's Exhibit 26, the cover e-mail and the attachment, a document you've seen before today? MS. BOMCHILL: I'm sorry? BY MR. FISHER:	2 3 4	A. To prepare an affidavit?Q. Yes.A. I thought I was testifying that it was I thought that it was our idea to provide an affidavit.
2 3 4 5	 Q. Is Plaintiff's Exhibit 26, the cover e-mail and the attachment, a document you've seen before today? MS. BOMCHILL: I'm sorry? BY MR. FISHER: Q. The question is whether he's seen this before. 	2 3 4 5	 A. To prepare an affidavit? Q. Yes. A. I thought I was testifying that it was I thought that it was our idea to provide an affidavit. Q. Okay. Then I That is what I intended to
2 3 4 5 6	 Q. Is Plaintiff's Exhibit 26, the cover e-mail and the attachment, a document you've seen before today? MS. BOMCHILL: I'm sorry? BY MR. FISHER: Q. The question is whether he's seen this before. A. I recall seeing the affidavit. I don't know 	2 3 4 5 6	 A. To prepare an affidavit? Q. Yes. A. I thought I was testifying that it was I thought that it was our idea to provide an affidavit. Q. Okay. Then I That is what I intended to ask. Do you stand by that testimony? It was your idea
2 3 4 5	 Q. Is Plaintiff's Exhibit 26, the cover e-mail and the attachment, a document you've seen before today? MS. BOMCHILL: I'm sorry? BY MR. FISHER: Q. The question is whether he's seen this before. A. I recall seeing the affidavit. I don't know that I ever saw the e-mail. 	2 3 4 5	 A. To prepare an affidavit? Q. Yes. A. I thought I was testifying that it was I thought that it was our idea to provide an affidavit. Q. Okay. Then I That is what I intended to ask. Do you stand by that testimony? It was your idea to provide an affidavit?
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25

that the mistaken termination statement related to a --

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BY MR. FISHER:

10 (Pages 37 to 40)

	Page 37		Page 39
1	an approximately \$1.5 billion term loan?	1	A. Yes.
2	MR. CALLAGY: Objection to form.	2	Q. Do you know who Tom Mayor is?
3	BY THE WITNESS:	3	A. No.
4	A. I'm not sure I could say yes to all of the	4	Q. Do you know who John Rapisardi is?
5	facts in your sentence in your question.	5	A. No.
6	Q. Did you understand it related to a term loan?	6	Q. Are you aware that the law firm of Cadwalder,
7	A. Yes.	7	Wickersham & Taft represents the Treasury respect to
8	Q. And you understood that Or did you	8	certain matters in the GM bankruptcy proceedings?
9	understand that the lenders under that loan considered	9	A. I don't recall.
10	themselves secured lenders	10	Q. When you prepared Excuse me. When you
11	MR. CALLAGY: Objection, form.	11	executed your affidavit, was it your understanding that
12	BY MR. FISHER:	12	the affidavit would be shared with individuals outside
13	Q of GM?	13	of Mayer Brown?
14	MS. BOMCHILL: Objection, form.	14	A. Yes.
15	BY THE WITNESS:	15	Q. And what was your understanding as to who
16	A. I don't know what they considered.	16	would receive a copy of your affidavit?
17	Q. The point in time when you prepared your	17	A. I thought various lawyers in connection with
18	affidavit, did you understand that Withdraw.	18	the GM bankruptcy might receive copies of the affidavit.
19	MS. BOMCHILL: Is it a good time to stop?	19	Q. And, in particular, what parties to the
20	MR. FISHER: Sure.	20	GM bankruptcy proceedings did you understand would
21	MS. BOMCHILL: Do you want to take a break?	21	receive your affidavit?
22	THE WITNESS: Sure.	22	A. Other than counsel to JPMorgan Chase, I hadn't
23	(A short recess was had.)	23	come to any conclusion.
24	BY MR. FISHER:	24	Q. Did anyone tell you with whom your affidavit
25	Q. Mr. Gordon, you should have in front of you	25	would be shared?
	•		
	Page 38		Page 40
1	Page 38 what's previously been marked as Plaintiff's Exhibit 6.	1	A. I don't recall.
2	Page 38 what's previously been marked as Plaintiff's Exhibit 6. Again, I don't see your name anywhere on the first page.	2	A. I don't recall.Q. Looking at the next three pages of this
2	Page 38 what's previously been marked as Plaintiff's Exhibit 6. Again, I don't see your name anywhere on the first page. Rather, I don't see your name as a recipient of this	2	A. I don't recall.Q. Looking at the next three pages of this exhibit so pages 77, 78, and 79 is that, in fact,
2 3 4	Page 38 what's previously been marked as Plaintiff's Exhibit 6. Again, I don't see your name anywhere on the first page. Rather, I don't see your name as a recipient of this e-mail that appears on the first page. But please read	2 3 4	A. I don't recall. Q. Looking at the next three pages of this exhibit so pages 77, 78, and 79 is that, in fact, the final executed version of your affidavit?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	what's previously been marked as Plaintiff's Exhibit 6. Again, I don't see your name anywhere on the first page. Rather, I don't see your name as a recipient of this e-mail that appears on the first page. But please read the e-mail to yourself and let me know whether you've previously seen this e-mail. A. Your question again? Q. Have you seen this e-mail before? A. I don't believe I have. Q. In the first paragraph there's a sentence that begins with the word "Attached." It's the second sentence in that first paragraph. MS. BOMCHILL: I'm sorry, the second Okay. BY MR. FISHER: Q. "Attached herewith is an affidavit executed by the Mayer Brown partner in charge of the synthetic lease transaction." That's you? A. Yes. Q. That's referring to you? A. I believe it is. Q. And looking at the recipients of this e-mail, did you know who Stephen Karotkin is? A. No.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. I don't recall. Q. Looking at the next three pages of this exhibit so pages 77, 78, and 79 is that, in fact, the final executed version of your affidavit? A. Yes. Q. To your knowledge, was this affidavit ever filed with the court? A. I believe it was. Q. And aside from conversations you may have had with counsel, on what do you base that belief? A. I believe my discussions with Fern Bomchill. Q. This affidavit has what's called a caption, which it the portion that begins "United States Bankruptcy Court, Southern District of New York, In Re: General Motors Corporation." Do you know who put a caption on this affidavit? A. No. Q. Mr. Gordon, I'm going to ask you to keep this exhibit in front of you. It's Plaintiff's Exhibit 6. But also take a hold of Plaintiff's Exhibit 26. And in Plaintiff's Exhibit 26, please turn to page 114 and focus your attention on paragraph 9. The first sentence of that paragraph says,
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	what's previously been marked as Plaintiff's Exhibit 6. Again, I don't see your name anywhere on the first page. Rather, I don't see your name as a recipient of this e-mail that appears on the first page. But please read the e-mail to yourself and let me know whether you've previously seen this e-mail. A. Your question again? Q. Have you seen this e-mail before? A. I don't believe I have. Q. In the first paragraph there's a sentence that begins with the word "Attached." It's the second sentence in that first paragraph. MS. BOMCHILL: I'm sorry, the second Okay. BY MR. FISHER: Q. "Attached herewith is an affidavit executed by the Mayer Brown partner in charge of the synthetic lease transaction." That's you? A. Yes. Q. That's referring to you? A. I believe it is. Q. And looking at the recipients of this e-mail, did you know who Stephen Karotkin is?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. I don't recall. Q. Looking at the next three pages of this exhibit so pages 77, 78, and 79 is that, in fact, the final executed version of your affidavit? A. Yes. Q. To your knowledge, was this affidavit ever filed with the court? A. I believe it was. Q. And aside from conversations you may have had with counsel, on what do you base that belief? A. I believe my discussions with Fern Bomchill. Q. This affidavit has what's called a caption, which it the portion that begins "United States Bankruptcy Court, Southern District of New York, In Re: General Motors Corporation." Do you know who put a caption on this affidavit? A. No. Q. Mr. Gordon, I'm going to ask you to keep this exhibit in front of you. It's Plaintiff's Exhibit 6. But also take a hold of Plaintiff's Exhibit 26. And in Plaintiff's Exhibit 26, please turn to page 114 and focus your attention on paragraph 9.

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Page 41

Page 43

- 1 listed GM as debtor and JPMorgan Chase Bank, NA, as 2 secured party." 3 Do you see that sentence? 4 A. Yes. 5 Q. I'll represent to you, but you should confirm to your satisfaction, that that sentence does not appear 6 7 in the final version of your affidavit. 8 A. Yes. 9 Q. And my question is, who made that revision to 10 your affidavit?
 - MS. BOMCHILL: Feel free to read the whole affidavit.

THE WITNESS: Right.

BY THE WITNESS:

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affidavit?

- A. I believe I proposed a revision to that sentence.
 - Q. And why did you propose the revision that was, in fact, implemented?
 - A. Because I didn't know what the paralegal had determined. I just knew the paralegal had filed a termination statement.
 - Q. And who is the paralegal you're -- Who is the paralegal referenced in your affidavit? In the final version of your affidavit, there's reference to a paralegal, as well. Who is the paralegal?

Page 42

A. In my affidavit the paralegal is Stewart Gonshorek.

- Q. Did you speak with Mr. Gonshorek in connection with preparing your affidavit?
- A. No.
- Q. Did you review any of Mr. Gonshorek's e-mails or files in connection with preparing your affidavit?
- A. I did
- 9 Q. What did you review?
 - A. I don't recall the specific papers.
 - Q. Do you recall generally what you looked at?
- A. I believe I looked at papers that showed that he had transmitted this termination statement for filing.
 - Q. In paragraph 9 the last sentence -- And I'm referring now to Plaintiff's Exhibit 26, which is the draft version of your affidavit. The last sentence reads, "The paralegal unfortunately terminated this financing statement without my direction and without authority."

And, again, I will represent to you, but you should confirm to your satisfaction, that that sentence does not appear in the final version of your affidavit. And my question is, who proposed that change to your

A. I believe I did.

Q. Why did you propose that change?

A. Because my understanding was that the paralegal filed a termination statement, but that wasn't the same as saying he terminated this financing statement.

- Q. Is it accurate to say that Mr. Gonshorek filed the termination statement without your direction?
 - A. Yes.
- Q. Before Mr. Gonshorek filed the termination statement --

MS. BOMCHILL: Caused.

13 BY MR. FISHER:

Q. Before Mr. Gonshorek caused the termination statement to be filed, you had received a draft copy of the termination statement?

MR. CALLAGY: Objection to form.

BY THE WITNESS:

- A. I think we earlier saw e-mails that show a copy of the termination statement being distributed, and I was copied on those. I don't recall seeing the termination statement.
- Q. And before the termination statement was filed, you received a copy of a closing checklist that made reference to the termination statement?

Page 44

- A. Looking at the e-mails you showed me, there was a checklist that was e-mailed that included a reference to that termination statement.
- Q. And before the termination statement was filed, you received a copy of escrow instructions referencing the termination statement that you discuss in your affidavit?
 - A. Yes.
- Q. Were you aware of those facts at the time that you executed your affidavit?

MR. CALLAGY: I'm sorry. Could you hold on one second, please.

MS. BOMCHILL: Object to the form of the question. BY THE WITNESS:

- A. Can you repeat the question.
- Q. I'm going to try to break the question down into three parts.

At the time that you executed the final version of your affidavit --

MS. BOMCHILL: He only executed one version. BY MR. FISHER:

Q. At the time that you executed your affidavit -- Everyone is making my questions better and better.

At the time that you executed your affidavit,

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Page 45

1 were you aware that, prior to the closing on the 2 synthetic lease transaction, you had received a copy of 3 a checklist that referenced the termination statement at 4 issue? 5

MS. BOMCHILL: Object to the form of the question. BY THE WITNESS:

- A. Repeat this again.
- Q. Okay. I'm going to try again.
- A. Because we're talking about different times.
- Q. I understand. And I do want the question to 10 11 be clear.

When did you execute your affidavit?

- 13 A. In June of 2009.
- 14 Q. Did you execute it on June 18th, 2009?
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- 16 Q. On June 18th, 2009, when you signed your affidavit, were you aware that you had received a copy 17 of a closing checklist in October 2008? 18
- A. Yes. 19
- 20 Q. And were you aware that that closing checklist referenced the termination statement that is the subject 21 22 of your affidavit?
- A. Yes. 23
- 24 Q. And when you signed your affidavit on June 18, 2009, were you aware that you had received a draft of 25

Q. The two documents that you told me you received, the draft termination statement and the closing checklist, you received those in October 2008?

- A. Based on the e-mails I've looked at, yes.
- Q. And when you executed your affidavit on June 18, 2009, you were aware that those two documents were documents that you had received in October 2008?
 - A. Based on those e-mails, yes.
- Q. Now I want to focus your attention on paragraph 8 in the executed version of your affidavit, which is page 78 of Plaintiff's Exhibit 6.

The first sentence there says, "Unbeknownst to me, the paralegal tasked with filing the termination statement for the GM leasing financing statement referred to above also caused a termination statement to be filed with respect to a UCC-1 financing statement that is entirely unrelated to the transaction or the properties."

Do you see that language?

- A. Yes.
- Q. Sitting here today, do you think that language is accurate?
 - A. Yes.
- Q. Is there anything that you've learned from June 18, 2009, until today about the matters that are

- the termination statement that is the subject of your affidavit?
- A. Yes.

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- Q. When you signed your affidavit in June 2009, were you aware that you had received escrow instructions referencing the termination statement that is the subject of your affidavit?
 - A. I don't recall.
- Q. With respect to the two documents that you've testified that you do recall -- so that's the closing checklist and the draft termination statement --
- MR. CALLAGY: Objection to the form. 12
- 13 BY MR. FISHER: 14
 - Q. -- when you executed your affidavit on June 18, 2009, were you aware that you had received copies of those two documents in October 2008?
- 17 MS. BOMCHILL: Asked and answered. If you're making a distinction, I don't understand it. 18 19
 - MR. FISHER: I'm asking the question only because I actually think my prior questions didn't specify the October 2008 point, so I'd like that clarified.
- 22 23 adding October 2008.
- 24 25
- 21 MS. BOMCHILL: So it's the same question, only he's 22

BY THE WITNESS: 24 A. Okay. Let's start over then. 25 discussed in your affidavit that would cause you to want to amend paragraph 8 in any way?

MR. CALLAGY: Object to form.

BY THE WITNESS:

- A. No.
- Q. In October 2008 it was known to you that, according to the closing checklist, a termination statement was to be filed with respect to UCC financing statement 6416808-4?

MR. CALLAGY: Object to the form.

- BY THE WITNESS:
 - A. I don't believe so.
- Q. If you had reviewed the closing checklist in October 2008, would review of that checklist have indicated to you one way or another whether, in connection with this closing, it was contemplated that a termination statement would be filed with respect to UCC financing statement 6416808-4?
- A. If I reviewed the provisions of the checklist that referred to it, but I'm not sure that I did. I don't believe I did.
- Q. You received the checklist, but you did not

MS. BOMCHILL: Objection, mischaracterizes the witness's testimony.

Page 49 Page 51 1 BY MR. FISHER: 1 A. Maybe. 2 2 Q. I'm trying to understand your testimony. Q. Okay. Who did you rely on to review the draft 3 A. I believe that I received the checklist. 3 termination statements that were prepared by 4 Q. And you believe you did not review it? 4 Mr. Gonshorek? 5 A. I do not recall reviewing the provisions of 5 A. Ryan Green. the checklist that relate to the UCC financing 6 6 Q. Anyone else? statements to be filed in connection with the 7 7 A. We have a procedure at Mayer Brown for a 8 termination of the GM synthetic lease. 8 review of financing statements by our UCC compliance team, so I would have suspected he would have processed 9 Q. Do you know whether anyone at Mayer Brown did? 9 10 A. Did? Did what? 10 that review. 11 Q. Did review the section of that checklist that 11 Q. Was that review processed? 12 A. I believe it was. 12 dealt with the termination statements to be filed in 13 connection with the closing with respect to the 13 Q. How do you know that? 14 synthetic lease transaction? 14 A. In June of 2009 we had discussions with A. I assume Ryan Green did, as the drafter of the 15 various people at Mayer Brown regarding this financing 15 statement, and they had a file which included the 16 document. 16 financing statements filed in connection with the 17 Q. Did you rely on Mr. Green to review the list? 17 A. I relied on Ryan Green to prepare the termination of the GM/Chase synthetic lease. 18 18 19 Q. Had the UCC compliance team at Mayer Brown 19 checklist. approved the form of the termination statements that 20 Q. Who did you rely on to determine that the 20 21 checklist was accurate? 21 Mr. Gonshorek caused to be filed? MS. BOMCHILL: May I hear the question again. 22 A. Ryan Green. 22 Q. Did you -- To your knowledge, did counsel for 23 (Record read as requested.) 23 24 JPMorgan review the list? The closing checklist. 24 BY THE WITNESS: 25 A. I learned in June of 2009 that they reviewed 25 A. I'm not aware. Page 50 Page 52 1 1 the financing statements, the form of the financing Q. In October 2008 was it known to you that 2 Mr. Gonshorek had prepared a draft financing 2 statements. 3 statement -- Withdrawn. 3 Q. In June of 2009 you learned that the UCC compliance team at Mayer Brown had reviewed the draft 4 4 In October 2008 was it known to you that Mr. Gonshorek had prepared a draft termination statement termination statements in October 2008? 5 5 with respect to UCC financing statement 6416808-4? 6 6 A. Yes. 7 MS. BOMCHILL: I think it's been asked and 7 Q. Would you turn back to Plaintiff's Exhibit 26, 8 8 which is the e-mail attaching a draft version of your answered. 9 BY THE WITNESS: 9 affidavit. 10 A. In October 2008? I'm not aware that I knew 10 And in particular I want to focus on the last sentence of this draft affidavit. It says, 11 that. 11 "Accordingly, Mayer Brown was not authorized to 12 Q. Sitting here today, though, are you aware that 12 you had received a copy of that? terminate any financing statement related to the term 13 13 A. I'm aware that I received an e-mail with those loan agreement." 14 14 15 15 attachments, yes. And I'm going to ask you to compare that last 16 Q. And you have no recollection of having 16 sentence to the last sentence that appears in your reviewed those attachments? 17 17 executed affidavit, which is, "GM was not authorized by 18 the termination agreement to terminate any financing 18 A. Correct. 19 Q. And if you had reviewed those attachments, 19 statement related to the term loan agreement." would you have known that it was contemplated that a Whose idea was it to add the language "by the 20 20 21 termination statement would be filed with respect to UCC 21 termination agreement" to that last sentence of your financing statement 6416808-4? 22 22 affidavit? MS. BOMCHILL: Object to the form of the question. 23 23 MS. BOMCHILL: Object to the form of the question. MR. CALLAGY: Object to the form. 24 24 BY THE WITNESS:

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A. I don't recall.

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BY THE WITNESS:

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Page 55

- Q. Was it your idea?
 A. It might have been.
 Q. Do you know whether anyone at Morgan Lewis
 proposed that change?
 A. I'm not aware that they did.
 - Q. If I asked you this already, I apologize. But looking at Plaintiff's Exhibit 26, which is the draft version of your affidavit, who prepared that draft?
 - A. I believe Morgan Lewis prepared this draft.
 - Q. Both the draft version of your affidavit and the final version use the verb "authorized."

As you use that word in your affidavit, what's your understanding -- what do you intend by the word "authorized" as you use it in your affidavit?

MS. BOMCHILL: In paragraph 10? BY MR. FISHER:

- Q. Yes. Let's focus on paragraph 10 in your executed affidavit.
- A. That GM was permitted to file UCC termination statements regarding the UCC financing statements in connection with the synthetic lease upon a payoff of the synthetic lease, and that was permitted by JPMorgan Chase.
- Q. And what do you understand to be the source of the permission -- the source reflecting JPMorgan's

Page 54

permission to GM to file the termination statements that relate to the properties that were the subject of the synthetic lease?

- A. The only source was the termination agreement.
- Q. Do you know whether the termination agreement referenced in your affidavit was amended at any point in time?

MS. BOMCHILL: Can you be more clear about which one you're talking about. The unrelated termination statement, as he defined it?

MR. FISHER: No. I'm referring to the termination agreement.

13 BY MR. FISHER:

make --

- Q. Do you know whether the termination agreement and release of authoritative agreement dated October 31st, 2008, was amended at any point in time?
- MR. CALLAGY: Are you referring to a document?
- MR. FISHER: I'm not aware of any MR. CALLAGY: For the record, I just want to
 - MS. BOMCHILL: Exhibit B, I believe.
- MR. CALLAGY: It is Exhibit B, but if you'd be
- specific, as far as if the document is Bates-stamped.
- MR. FISHER: Yeah, let's do that for the record.
 BY MR. FISHER:

25 BY MR. FISHER: 25 A.]
West Court Reporting Services 800.548.3668 Ext. 1

Q. Mr. Gordon, if you turn to page 93 of this Plaintiff's Exhibit 6, does page -- is page 93 and the following signature pages that relate to page 93 -- is that the termination agreement that you refer to in your affidavit?

- A. Yes.
- Q. Are you aware of this agreement ever having been modified, either in writing or orally?
 - A. No.
- Q. Earlier when you told me that you received -- or that at least, according to your review of the e-mails, it appears that you received the draft termination statement and the closing checklist in October 2008, is it your understanding that Mr. Merjian also received those same documents?
- A. I believe from the e-mails you showed me that he was copied on -- or this e-mail was directed to him, and I was copied on it.
- Q. And is it appropriate for Mr. Green to have shared those documents, the draft termination statement and the closing checklist, with Mr. Merjian?

MR. CALLAGY: Object to form.

BY THE WITNESS:

- A. I'm sorry, is it -- What is your question?
- Q. Were you surprised that -- Let me ask it this

Dage 56

way: Were you surprised that Mr. Green had sent Mr. Merjian a draft of the termination statement? MR. CALLAGY: Objection to form.

BY THE WITNESS:

A. No.

- Q. And you were supervising Mr. Green?
- A. Supervising? You mean --
- Q. I mean overseeing his work.
- A. Generally, yes, not reviewing every e-mail he submitted.
- Q. To get this transaction done, was it necessary for Mr. Green to ensure that he had JPMorgan's signoff on the various documents needed for closing?

MR. CALLAGY: Objection to form. And it's also been asked earlier.

BY THE WITNESS:

- A. What transaction are you talking about at this point?
- Q. Sure. I'm talking about -- What's the word you use for closing out the synthetic lease?
 - A. The payoff.
- Q. Okay. I'm talking about the payoff of the synthetic lease. To get this deal done, was it necessary to confer with counsel for JPMorgan?
 - A. In order to consummate the payoff the way we

15 (Pages 57 to 60)

Page 57

Page 59

Page 60

1 did, it was. 1 transaction? 2 2 Q. And to your knowledge, Mr. Green conferred A. I may have. 3 with JPMorgan as part of getting this transaction done? 3 Q. And in preparing your affidavit, did you A. I believe he did. review your time entries? 4 4 5 Q. Are you aware of him having withheld --5 A. I'm not sure. I may have. 6 MR. CALLAGY: Objection. You conferred with --6 Q. Do you know whether your time entries would 7 "Mr. Green conferred with JPMorgan as part of this 7 reflect, one way or the other, whether you reviewed the 8 8 transaction." Object to the form of the question. documents attached to the e-mails that Mr. Green sent BY THE WITNESS: 9 9 you in October 2008? 10 A. I thought you meant JPMorgan's counsel. 10 A. They might. 11 Q. That is what I meant. 11 Q. Turning now to what's been marked as And to your knowledge, Mr. Green never 12 Plaintiff's Exhibit 28. This is an e-mail which, again, 12 withheld any draft closing documents from counsel for 13 I'll represent to you does not indicate that you are a 13 14 JPMorgan, right? 14 recipient. Have you seen this document before today? 15 A. I don't believe so. 15 A. I'm not aware that he did. 16 O. The text of the e-mail that's at the middle of 16 MR. FISHER: Could I ask the court reporter to this page says, "Just wanted to give you an update. 17 please mark as Plaintiff's Exhibit 28 a one-page e-mail 17 Last Thurs" -- T H U R S -- "the court approved the 18 with the number JPM-CB-MLB 6334. 18 19 (Plaintiff's Deposition Exhibit 19 repayment of a term and revolver lenders three business days after the entry of the DIP order. Should be No. 28 marked as requested.) 20 20 BY MR. FISHER: tomorrow subject to the creditor's committee's right to 21 21 investigate and challenge perfection of liens by 22 Q. Before I ask you questions about this 22 document, Mr. Gordon, I just want to ask you generally 23 July 31st." 23 24 about your oversight of Mr. Green during the course of 24 Do you know what that sentence is this transaction. By "this transaction" I'm referring 25 25 referring to? 1 A. Yes. 1 to the payoff of the synthetic lease transaction. 2 2 A. Okay. Q. What is it referring to? 3 Q. Was the manner in which -- Was the extent to 3 A. The payment of the JPMorgan term loan. which you supervised Mr. Green similar to the extent to 4 O. Was the JPMorgan term loan, in fact, paid, to 4 5 which you supervised associates on other similar 5 your knowledge? transactions? A. I believe it was. 6 6 7 7 Q. And do you know the amount of the payments MR. CALLAGY: Objection to form. 8 8 that were made to the lenders under that term loan? BY THE WITNESS: A. No. 9 A. Yes. 9 10 Q. And specifically with regard to the 10 Q. Have you ever heard that it's more than transaction at issue, the payoff of the synthetic lease \$1 billion? 11 11 transaction, how did you exercise your oversight over 12 12 A. That sounds familiar. Mr. Green's work? 13 13 Q. Did you hear that from someone besides 14 MS. BOMCHILL: Objection to form. 14 Ms. Bomchill? BY THE WITNESS: 15 15 MS. BOMCHILL: Well, by you. You just said it a 16 A. I initially asked him to undertake the 16 minute ago. 17 project. I believe at various points, we talked about 17 BY MR. FISHER: that the payoff transaction was moving forward, and then 18 18 Q. Well, he said it sounds familiar. 19 I believe he reported back to me that it closed. 19 A. No. General press. Q. Were you -- What was your involvement in the 20 Q. Do you recall that I left you a voicemail 20 closing itself? before the -- perhaps on the day that the creditor's 21 21 A. I don't believe I had any involvement in the committee filed the lawsuit in this case? 22 22 23 closing itself. 23 A. Yes. 24 Q. Did you record time for any time that you 24 Q. Do you remember the substance of what I said spent working on the payoff of the synthetic lease 25 25 in that voicemail?

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Page 61 Page 63

A. I believe it was a courtesy call to indicate to me that the creditor's committee was filing the case.

Q. Aside from Ms. Bomchill, who have you spoken to about the matters that are at issue in this adversary proceeding?

MS. BOMCHILL: Other than what he's testified? BY MR. FISHER:

Q. Other than any conversations you may have previously testified to.

MS. BOMCHILL: And I'm not sure that he knows all the matters that are at issue in the adversary case.

BY MR. FISHER:

- 13 Q. That's a fair point. Aside from Ms. Bomchill 14 or Ms. Manning --
- A. No one else. 15
- 16 Q. -- and Mr. Green, have you spoken to anyone else about the termination statement that's at issue in 17 18 this litigation?
- A. No. 19

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- 20 Q. Have you spoken to Mr. Callagy?
- A. Oh, I'm sorry. We had a meeting with 21
- 22 JPMorgan's counsel.
- Q. You had a meeting with Mr. Callagy? 23
- 24 A. Yes.

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Q. Who attended the meeting? 25

MR. FISHER: I recommend a short break, and then I suspect I'll be in a position to wrap up.

MS. BOMCHILL: Okay.

(A short recess was had.)

BY MR. FISHER:

Q. Mr. Gordon, referring to Exhibit 27, which appears to be an e-mail from Ms. Bomchill, the second sentence says, "Because you indicated yesterday that you did not believe that the background of how the mistake occurred is relevant at this time, we did not add those details to the affidavit."

As part of your own efforts to understand what had happened with regard to this termination statement, did you look into how this mistake came to be made?

- A. Yes.
- Q. And what is your understanding of how this mistake and termination statement came to be filed?
- A. Our office had a UCC search of the Delaware UCC records for financing statements with General Motors as debtor and JPMorgan Chase as secured party. And the paralegal reviewed those search results with Ryan Green and identified a certain number of them as being financing statements for which they should prepare termination statements in connection with the termination of the JPMorgan Chase synthetic lease.

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Page 64

- A. The four people in this room, and I don't know if there was anyone else.
 - Q. The court reporter did not attend the meeting?
- A. No, the court reporter did not attend. No. I think it was just, yes, the four of them.
- Q. I wish the court reporter had attended the meeting.
 - A. Well, I would have said the same thing I said.
- Q. I understand. And I didn't -- In any event, humor never works on the transcript.

What did Mr. Callagy say to you in that meeting?

- 13 A. I don't recall. We talked about the matter. I don't recall specifically. 14
- 15 Q. Did you talk about the termination statement?
 - A. Yes.
- 17 Q. What did -- Did he ask you any questions 18 about it?
- A. Yes. 19
- 20 Q. What did he ask you?
- 21 A. I don't recall the substance of it.
- 22 Q. Do you remember anything at all that you told 23 him during the course of that meeting, aside from
- 24 pleasantries? 25
 - A. No. Truly, no, I don't.

- Q. What you refer to in your affidavit as the unrelated financing statement was among those financing statements that they identified mistakenly for termination?
 - A. Yes.
- Q. In your experience -- Have you ever had experience with a mistake like this before?

MS. BOMCHILL: I would instruct the witness that he can answer if it is outside information that would be protected from disclosure under the attorney-client privilege.

BY THE WITNESS:

- A. Can you repeat the question.
- Q. Sure. Have you ever been involved in a transaction in which a mistaken UCC filing was made?

MS. BOMCHILL: Again, I just caution you to be careful not to divulge any privileged information.

BY THE WITNESS:

- A. Not that I recall.
- Q. This may be the import of your answer, and I just want to make sure I understand it correctly. Aside from the instance of this one mistaken UCC filing, you've never been involved in any transaction in which a mistaken UCC was filed?
 - A. I'm not aware of any.

17 (Pages 65 to 68)

Page 65 Page 67 1 O. Are you aware of any person or entity having 1 of '08, did you have any information about a term loan 2 notified Mayer Brown of an intent to pursue a claim 2 between General Motors and JPMorgan? 3 against Mayer Brown concerning the mistaken termination 3 A. I might have. I don't know. 4 4 statement? Q. Did you ever work on any term loan or revolver 5 5 A. Concerning this situation? loan between JPMorgan and General Motors? 6 Q. Yes. 6 7 7 MR. CALLAGY: That's all I have, sir. A. No. 8 Q. Has Mayer Brown provided any insurer with 8 MR. FISHER: No questions. 9 9 notification of facts or circumstances that could MS. BOMCHILL: Thank you. 10 potentially give rise to a claim concerning the mistaken 10 (Witness excused.) 11 termination statement? 11 (End time 4:20 p.m.) 12 A. I don't know. 12 13 Q. Who would know the answer to that? 13 14 A. Maybe Fern Bomchill. 14 15 MR. FISHER: Mr. Gordon, I thank you for your time. 15 16 I don't have any further questions. 16 17 MR. CALLAGY: Just a couple of questions, 17 18 Mr. Gordon. I'm John Callagy. I represent JPMorgan, as 18 19 19 you know. **CROSS-EXAMINATION** 20 20 BY MR. CALLAGY: 21 21 22 Q. In your affidavit you refer to the termination 22 statement we've been talking about as "the unrelated 23 23 24 termination statement." So I'll use that term in my 24 25 questions. 25 Page 66 Page 68 IN THE UNITED STATES BANKRUPTCY COURT 1 A. Okay. SOUTHERN DISTRICT OF NEW YORK 2 Q. During the period of time that you were IN RE: MOTORS LIQUIDATION 3 working on this transaction -- this synthetic lease COMPANY, et al., 4 transaction up to the present, has anybody ever told you Debtors) No. 09-50026 (REG) 5 that JPMorgan authorized the filing of the unrelated OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MOTORS LIQUIDATION) 6 termination statement? COMPANY f/k/a GENERAL MOTORS 7 A. No. CORPORATION, 8 Q. During the period of time you worked on this Plaintiff. 9 matter up to today, did you ever form the belief that -against-) 10 Mayer Brown was authorized in filing the unrelated JP MORGAN CHASÉ BANK, N.A., 10 Individually and as 11 termination statement? Administrative Agent for 11 12 A. No. various lenders party to the Term Loan Agreement described 13 Q. And I take it -- Have you ever had any 12 herein, et al., communications with anybody from JPMorgan or its counsel 14 13 Defendants. in connection with or discussing the unrelated 15 I, ROBERT GORDON, state that I have read the termination statement? 15 foregoing transcript of the testimony given by me at my 16 deposition on the 28th day of January, A.D., 2010, and that said transcript constitutes a true and correct 17 A. I've had no discussions. 16 record of the testimony given by me at the said 18 Q. And prior to your telephone call from 17 deposition except as I have so indicated on the errata sheets provided herein. 19 Mr. Toder in June of 2009, did you know of the existence 18 No corrections (Please initial) 20 of a financing facility between General Motors and 19 Number of errata sheets submitted_ _(pgs.) 20 21 JPMorgan known as "the term loan"? 22 A. I don't know. I might have from the general 21 ROBERT GORDON 22 SUBSCRIBED AND SWORN to 23 press at that point. before me this day , 2010. 23 24 Q. Up until a point in time -- During the period 24 NOTARY PUBLIC of time that you were working on this matter in October

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       UNITED STATES OF AMERICA
       SOUTHERN DISTRICT OF NEW YORK )
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                          ) SS.
       STATE OF ILLINOIS
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       COUNTY OF COOK
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            I, Jennifer D. Riemer, Certified Shorthand
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       Reporter, Registered Professional Reporter, and
 7
       Certified Realtime Reporter, do hereby certify that
 8
       ROBERT GORDON was first duly sworn by me to testify to
 9
       the whole truth and that the above deposition was
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       reported stenographically by me and reduced to
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       typewriting under my personal direction.
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            I further certify that the said deposition was
       taken at the time and place specified and that the
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       taking of said deposition commenced on the 28th day of
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       January, A.D., 2010, at 1:55 p.m.
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            I further certify that I am not a relative or
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       employee or attorney or counsel of any of the parties,
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       nor a relative or employee of such attorney or counsel,
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       nor financially interested directly or indirectly in
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       this action.
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            In witness whereof, I have hereunto set my
 2
       hand at Chicago, Illinois, this 1st day of February,
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       A.D., 2010.
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                  JENNIFER D. RIEMER, CSR, RPR, CRR
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                  205 West Randolph Street
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                  5th Floor
                  Chicago, Illinois 60606
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1 (Pages 1 to 4)

	Page 1	Page 3
UNITED STATES BANKRUPTCY COURT	1	MARDI MERJIAN,
SOUTHERN DISTRICT OF NEW YORK	2	having been first duly sworn by the Notary
IN RE:	3	Public (Suzanne Pastor), was examined and
MOTORS LIQUIDATION COMPANY, Chapter 11	4	testified as follows:
et al., No. 09-50026 (REG)	5	EXAMINATION BY
Debtors.	6	MR. FISHER:
OFFICIAL COMMITTEE OF UNSECURED Jointly	7	Q. Good afternoon, Mr. Merjian, my
CREDITORS OF MOTORS LIQUIDATION Administered COMPANY f/k/a GENERAL MOTORS	8	name is Eric Fisher, and I'm here with my
CORPORATION,	9	colleagues Barry Seidel and Katie Cooperman. We
Plaintiff,	10	are special counsel to the Official Committee of
Adv. Pro. No. -against- 09-50026	11	Unsecured Creditors.
_	12	I'm going to be asking you a number
JP MORGAN CHASE BANK, N.A., individually and as Administrative	13	of questions. If you don't understand a
Agent for various lenders party to	14	question, let me know and I'll be happy to
the Term Loan Agreement described herein, et al.,	15	rephrase. Okay?
Defendants.	16	It's important that you answer my
	17	questions audibly because the court reporter is
X	18	taking down my questions and your answers, and
February 4, 2010 2:00 p.m.	19	in order for us to have a clear transcript, I
Deposition of MARDI MERJIAN, taken by	20	need you to answer audibly, okay?
Plaintiff, pursuant to Subpoena, at the offices of Simpson, Thacher & Bartlett, LLP, 425	21	A. Yes.
Lexington Avenue, New York, New York, before SUZANNE PASTOR, a Shorthand Reporter and Notary	22	Q. If you feel like you need to take a
Public within and for the State of New York.	23	break at any point, let me know. The only rule
	24	on breaks is that I ask that you answer any
	25	question that may be pending before we take a
	Page 2	Page 4
APPEARANCES:	1	break.
On behalf of the Plaintiff: ERIC B. FISHER, ESQ.	2	Would you please describe your
KATIE COOPERMAN, ESQ. BARRY SEIDEL, ESQ.	3	educational background.
BUTZEL LONG	4	A. Going how far back?
380 Madison Avenue, 22nd Floor New York, New York 10017	5	Q. Start from college.
Phone: 212.818.1110 Fax: 212.818.0494	6	A. SUNY Binghamton, liberal arts
E-mail: fishere@butzel.com E-mail: cooperman@butzel.com	7	degree. Fordham Law School, juris doctorate.
E-mail: seidel@butzel.com	8	Q. When did you earn your JD?
On behalf of JPMorgan Chase Bank:	9	A. '87. 1987 that is.
JOHN M. CALLAGY, ESQ. MARTIN A. KROLEWSKI, ESQ.	10	Q. What's your employment history been
KELLEY DRYE & WARREN, LLP	11	since 1987?
101 Park Avenue New York, New York 10178	12	A. Simpson, Thacher & Bartlett.
Phone: 212.808.7800 Fax: 212.808.7897 E-mail: jcallagy@kelleydrye.com	13	Actually since 1986 as a summer associate.
E-mail: jcanagy@keneydryc.com E-mail: mkrolewski@kelleydryc.com	14	Q. In 1987 what was your position with
On behalf of Mardi Merjian	15	Simpson Thacher?
THOMAS C. RICE, ESQ.	16	A. Associate.
ANDREW D. CATTELL, ESQ. SIMPSON, THACHER & BARTLETT, LLP	17	Q. And today what's your position?
425 Lexington Avenue	18	A. Counsel.
New York, New York 10017 Phone: 212.455.2000 Fax: 212.455.2502	19	Q. Have you held any other positions
E-mail: trice@stblaw.com	20	at Simpson Thacher?
E-mail: acattell@stblaw.com		
E-mail: acattell@stblaw.com	21	A. No.
E-mail: acattell@stblaw.com	21 22	Q. When did you become counsel?
E-mail: acattell@stblaw.com	21 22 23	Q. When did you become counsel?A. I couldn't tell you exactly when.
E-mail: acattell@stblaw.com	21 22	Q. When did you become counsel?

2 (Pages 5 to 8)

Page 5 Page 7 1 area of law? 1 From 1987 until today, is it 2 2 possible to say how many transactions you've Α. Real estate. 3 Has that been the case since 1987? 3 done in which you were representing JPMorgan? Q. 4 4 MS. RICE: By JPMorgan you mean A. Yes. With the exception of four 5 5 JPMorgan and its corporate predecessors? months when I first started with the firm, I was Because since 1987 there have been a number of 6 in corporate and then I moved to real estate and 6 7 stayed there for the rest of -- basically real 7 major changes. 8 estate lawyer for the whole time. I was here 8 MR. FISHER: Fair enough. 9 9 four months in the very beginning, but that, if I'm referring to JPMorgan and its you may recall, was Black Monday and there was 10 10 predecessors. 11 no corporate law. So I moved to real estate and 11 A. I started out at Manufacturers 12 staved there for the duration. Hanover. I couldn't tell you the number. It's 12 13 Mr. Merjian, has your work in the significant. 13 14 real estate department at Simpson Thacher 14 Q. When you say it's significant, can you give me some sense of an order of magnitude? 15 involved UCC filings from time to time? 15 MS. RICE: If you can answer From time to time, yes. 16 16 17 Q. In what respects does your practice 17 without guessing, you could do that but you 18 involve UCC filings? 18 should not be guessing. 19 19 My practice largely focuses on the 40 percent of client work would be real estate finance aspects of corporate banking 20 a fair figure, possibly a little more. It would 20 transactions. So the UCC part of my practice 21 vary from year to year. It's very hard to tell 21 22 involves local fixture filings. I work with a 22 you precisely over a period what it is. 23 For 2009 could you tell me 23 team of banking lawyers on the deals that I do, 24 and my job is to put mortgages in place on real 24 approximately what percentage of your real 25 estate and have fixture filings filed in the 25 estate practice involved representing JPMorgan? Page 8 Page 6 1 MS. RICE: Again, his individual 1 county to the extent they're required. 2 2 In most states other than three, real estate practice? 3 you don't have to file fixture filings, you just 3 MR. FISHER: Right, transactions 4 file your mortgage. Any state UCC filings in 4 that Mr. Merjian worked on. 5 5 these particular transactions are done by MS. RICE: Thank you. 6 corporate banking lawyers. 6 In 2009 would be higher than that. 7 7 Have you been involved in UCC 2009 was probably more like 50 or 60 I think. 8 8 filings in the State of Delaware? O. And was 2008 at a similar level? 9 From time to time, yes. 9 MS. RICE: Object to the form. A. And you're familiar with the term 10 10 A. I don't know. "UCC financing statement"? 11 11 MR. FISHER: I'm going to ask the 12 A. Yes, I am. 12 court reporter to mark as Plaintiff's Exhibit 29 13 Q. And termination statement, is that 13 an e-mail that has the Bates number JPMCB STB 1. a phrase that's meaningful to you? 14 (Plaintiff's Exhibit 29 for 14 15 15 A. Yes, it is. identification, Bates stamped JPMCB STB 1.) What's your understanding of what a 16 16 Looking at Plaintiff's Exhibit 29, O. 17 termination statement is? 17 Mr. Merjian, is this an e-mail that you sent? Termination statement would remove 18 18 A. It appears to be. notice of a lien -- of a security interest from 19 Do you have any reason to doubt you 19 O. 20 the record that it was initially published in. 20 sent it? No, I don't. 21 And while at Simpson Thacher, have 21 A. 22 you helped JPMorgan as a client? 22 Who is Ms. Proffitt? Q. 23 23 A. I have. At the time that I sent this she A. 24 In more than one transaction? 24 Q. was an attorney at Mayer Brown who had 25 A. 25 historically worked on this particular synthetic

Page 11

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1	lease transaction.	1	they had previously purchased others and
2	Q. When you refer to "this particular	2	essentially terminate the transaction in its
3	synthetic lease transaction," what transaction	3	entirety.
4	are you talking about?	4	Q. And over the course of October
5	A. The GM auto facilities' synthetic	5	2008, is that in fact what happened?
6	lease involving ten or so properties located in	6	A. Yes.
7	various states.	7	Q. And you represented JPMorgan in
8	Q. Did you represent JPMorgan in	8	connection with closing out that synthetic
9	connection with that transaction?	9	lease?
10	A. Yes. Yes, I did.	10	A. I did.
11	Q. What was JPMorgan's role in that	11	Q. You can set that document aside.
12	transaction?	12	MR. FISHER: I'm going to ask the
13	A. JPMorgan is the, call them a	13	court reporter to mark as Plaintiff's Exhibit 30
14	facilitator. They led the transaction, they put	14	an e-mail with the Bates number JPMCB 950.
15	together the group of banks and equity investors	15	(Plaintiff's Exhibit 30 for
16	that participated in the transaction. And they	16	identification, Bates stamped JPMCB 950.)
17	themselves were what is known as a backup	17	Q. Mr. Merjian, first I wanted to ask
18	facility bank in the transaction. So they had	18	you a few questions just about the people on
19	an interest themselves, among the other banks	19	these e-mail trails. Who is Richard Duker?
20	that they brought in.	20	A. Richard Duker is a banker at
21	Q. And in connection with the	21	JPMorgan.
22	synthetic lease transaction, who did	22	Q. And was Mr. Duker involved in the
23	Ms. Proffitt represent? Who was her client?	23	closing out of the synthetic lease transaction?
24	A. General Motors.	24	A. Involved in what respect?
25	Q. And were they the borrower under	25	Q. Was he your client contact on the
	Page 1	0	Page 12
1	that lease?	1	transaction?
2	MS. RICE: Object to the form.	2	A. Yes.
3	A. I mean, it's a lease so there is no	3	Q. Do you remember anyone else from
4	borrower. So the answer is no.	4	JPMorgan who served as a client contact with
5	Q. And I sit corrected. What was	5	respect to the closing out of the synthetic
6	their role in that transaction?	6	lease transaction in October of 2008?
7	A. GM was General Motors was the	7	A. There may have been another person
8	party the lessee under the leases. They were	8	or two, but I don't recall.
9	selling their properties to an entity in return	9	Q. And who is Ryan Green?
10	for money and entering into a synthetic lease	10	A. He was the attorney I believe at
11	arrangement in connection with that.	11	Mayer Brown who I worked with. He represented
12	Q. And what prompted this e-mail to	12	General Motors.
13	Ms. Proffitt?	13	Q. If you look down towards the last
14	A. I don't recall.	14	e-mail on this page there's a reference to
15	Q. The e-mail refers to it says, "I	15	Robert Gordon. Who is Robert Gordon?
16	understand GM plans to buy out all the remaining	16	A. At the time of the inception of the
17	properties at the end of the month." Do you	17	transaction he was the partner in charge that I
18	know what that's referring to?	18	worked with a lot. I imagine he still was, but
		-	

A. Yes. 19 Q. What is that referring to? 20 21

The way you terminate a synthetic lease is, because it's a lease and not a loan, you actually purchase the property back. So

18 19

20 21

22

23

this meant that GM intended to purchase whatever 24 properties were left in the transaction because

A. No.

transaction?

22

23

24

25

I don't know at the time.

Q. Did you work with Mr. Green?

connection with closing out the synthetic lease

Q. And did you work with Mr. Gordon in

A.

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4 (Pages 13 to 16)

Page 13

Page 15

1	Q. Anyone else from Mayer Brown with	1	MR. FISHER: I'll just note for the
2	whom you remember working in closing out the	2	record that as your counsel pointed out when we
3	synthetic lease transaction?	3	were off the record, documents with STB prefix
4	A. There was a paralegal, I don't	4	are documents that were produced from the files
5	recall his name.	5	of Simpson Thacher.
6	Q. If I said the name Stewart	6	Q. Is it that you simply don't
7	Gonshorek, would that refresh your recollection	7	remember one way or the other whether this is
8	as to the name of the paralegal with whom you	8	the checklist?
9	worked on this transaction?	9	A. I can't say whether this is the
10	A. It rings a bell.	10	exact checklist.
11	Q. So you're not certain, but that may	11	Q. Do you have any reason to doubt
12	be the name of the paralegal with whom you	12	that this is the checklist that Mr. Green in his
13	worked?	13	e-mail says is attached to his e-mail?
14	A. Very well may be.	14	MS. RICE: Object to the form.
15	Q. And in the middle of the page, in	15	A. I have no reason to doubt.
16	Mr. Green's e-mail to you he writes, "We are	16	MR. CALLAGY: I believe for the
17	working on the release documents." What does	17	record, Eric, there have been instances where we
18	that sentence refer to?	18	determined that there were certain attachments
19	A. That refers to the synthetic lease	19	that were not properly attached to e-mails.
20	termination documents.	20	MR. FISHER: Mr. Callagy, if you
21	Q. And who prepared the first drafts	21	become aware of any instances in this
22	of the documents to close out the synthetic	22	deposition, let me know.
23	lease? Was it Mayer Brown, Simpson Thacher or	23	MR. CALLAGY: We saw one of those
24	some other party?	24	in Chicago I believe.
25	MR. CALLAGY: Objection to form.	25	MR. FISHER: You can question the
	Page 1	4	Page 16
1			
1 2	A. I believe it was Mayer Brown.	1	witness about any of the exhibits and the
2	A. I believe it was Mayer Brown.Q. Mr. Merjian, I'm going to hand you	1 2	witness about any of the exhibits and the attachments.
2	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as	1 2 3	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand.
2 3 4	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13.	1 2 3 4	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn,
2 3 4 5	 A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) 	1 2 3	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit.
2 3 4 5 6	 A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of 	1 2 3 4 5 6	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring
2 3 4 5 6 7	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on	1 2 3 4 5 6	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number.
2 3 4 5 6	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green	1 2 3 4 5 6	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it.
2 3 4 5 6 7 8	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you?	1 2 3 4 5 6 7 8	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page
2 3 4 5 6 7 8 9	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be.	1 2 3 4 5 6 7 8 9	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then
2 3 4 5 6 7 8 9	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it.	1 2 3 4 5 6 7 8	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page
2 3 4 5 6 7 8 9 10	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it. A. Yes, I would assume so.	1 2 3 4 5 6 7 8 9 10	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes.
2 3 4 5 6 7 8 9 10 11	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it.	1 2 3 4 5 6 7 8 9 10 11 12	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes. Q. What's your understanding of what
2 3 4 5 6 7 8 9 10 11 12 13	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it. A. Yes, I would assume so. Q. And Mr. Green refers to a draft of	1 2 3 4 5 6 7 8 9 10 11 12 13	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes. Q. What's your understanding of what that section of this checklist refers to?
2 3 4 5 6 7 8 9 10 11 12 13	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it. A. Yes, I would assume so. Q. And Mr. Green refers to a draft of the checklist for the above-referenced transaction.	1 2 3 4 5 6 7 8 9 10 11 12 13 14	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes. Q. What's your understanding of what that section of this checklist refers to? MS. RICE: Object to the form.
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it. A. Yes, I would assume so. Q. And Mr. Green refers to a draft of the checklist for the above-referenced transaction. Did Mr. Green in fact send you a	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes. Q. What's your understanding of what that section of this checklist refers to? MS. RICE: Object to the form.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it. A. Yes, I would assume so. Q. And Mr. Green refers to a draft of the checklist for the above-referenced transaction. Did Mr. Green in fact send you a checklist with respect to closing out the	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes. Q. What's your understanding of what that section of this checklist refers to? MS. RICE: Object to the form. A. UCC financing statements filed in
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it. A. Yes, I would assume so. Q. And Mr. Green refers to a draft of the checklist for the above-referenced transaction. Did Mr. Green in fact send you a	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes. Q. What's your understanding of what that section of this checklist refers to? MS. RICE: Object to the form. A. UCC financing statements filed in connection with the well, termination of statements filed in connection with the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it. A. Yes, I would assume so. Q. And Mr. Green refers to a draft of the checklist for the above-referenced transaction. Did Mr. Green in fact send you a checklist with respect to closing out the synthetic lease transaction in October 2008?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes. Q. What's your understanding of what that section of this checklist refers to? MS. RICE: Object to the form. A. UCC financing statements filed in connection with the well, termination of
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it. A. Yes, I would assume so. Q. And Mr. Green refers to a draft of the checklist for the above-referenced transaction. Did Mr. Green in fact send you a checklist with respect to closing out the synthetic lease transaction in October 2008? A. I recall that he did. Q. And does the checklist that's	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes. Q. What's your understanding of what that section of this checklist refers to? MS. RICE: Object to the form. A. UCC financing statements filed in connection with the well, termination of statements filed in connection with the synthetic lease transaction.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. I believe it was Mayer Brown. Q. Mr. Merjian, I'm going to hand you what we've marked at a previous deposition as Exhibit number 13. A. (The witness reviews the document.) Q. Focussing on the first page of Exhibit number 13, that e-mail that appears on the first page, is that an e-mail that Mr. Green sent to you? A. Certainly appears to be. Q. And you assume you received it. A. Yes, I would assume so. Q. And Mr. Green refers to a draft of the checklist for the above-referenced transaction. Did Mr. Green in fact send you a checklist with respect to closing out the synthetic lease transaction in October 2008? A. I recall that he did.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	witness about any of the exhibits and the attachments. MR. CALLAGY: I understand. Q. Mr. Merjian, would you turn, please, to page 76 of this exhibit. MS. RICE: I think he's referring to what we call the Bates number. A. I got it. Q. There's a section on that page called "general documentation." And then there's a category A under that. A. Yes. Q. What's your understanding of what that section of this checklist refers to? MS. RICE: Object to the form. A. UCC financing statements filed in connection with the well, termination of statements filed in connection with the synthetic lease transaction. MR. CALLAGY: Could we have that

23

24

25

listed there?

Q. How many financing statements are

MR. CALLAGY: Objection to the

MS. RICE: Object to the form.

I could not -- I couldn't tell you.

23

24

A.

I wouldn't know.

Page 19

1	form.	1	MR. CALLAGY: Object to the form.
2	A. It appears to be three.	2	MS. RICE: Object to the form.
3	Q. How many termination statements	3	A. I wouldn't know. I couldn't recall
4	were filed in connection with the closing on the	4	if I did or didn't.
5	synthetic lease transaction?	5	Q. Does looking at this e-mail, the
6	MR. CALLAGY: Objection to form.	6	e-mail that appears at the top of the page in
7	A. I don't know.	7	any way refresh your recollection as to whether
8	Q. Looking at the three financing	8	you sent a copy of this closing checklist on to
9	statements that are listed there, two of them	9	Mr. Duker?
10	have a file date of April 12th, 2002.	10	MS. RICE: Object to the form.
11	A. Mm-hmm.	11	A. It would appear that I did.
12	Q. One of them has a file date of	12	Q. Do you have an understanding as to
13	11/30/2006. Do you know what accounts for that	13	why you sent it on to Mr. Duker?
14	discrepancy?	14	A. To keep him in the loop of the
15	MR. CALLAGY: Objection to form.	15	progress of the transaction.
16	MS. RICE: Object to the form.	16	Q. And looking at the e-mail just
17	A. I don't.	17	below the one to Mr. Duker, the one from
18	Q. Did you ever ask Mr. Green any	18	Mr. Green to you and to Glen, who is Glen?
19	questions about the financing statements listed	19	MR. CALLAGY: I'm sorry, where are
20	on page 76 of Plaintiff's Exhibit 13?	20	you reading from?
21	A. Not that I recall.	21	MR. FISHER: The second e-mail in
22	Q. Before the synthetic lease	22	the string is addressed to Mardi and Glen. And
23	transaction closed, do you recall asking anyone	23	I'm asking who Glen is.
24	any questions about the financing statements	24	MR. CALLAGY: On 31?
25	listed under "general documentation," Section A,	25	MR. FISHER: Yes. Page 919.
23	-		_
	Page 1	8	Page 20
1		8	
1 2	on page 76 of this exhibit?	1	MR. CALLAGY: Thank you.
2	on page 76 of this exhibit? MR. CALLAGY: Objection to form.	1 2	MR. CALLAGY: Thank you. A. I can only speculate.
2	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the	1 2 3	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate.
2 3 4	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close.	1 2 3 4	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate.
2 3 4 5	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again,	1 2 3 4 5	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know
2 3 4 5 6	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise.	1 2 3 4 5 6	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is.
2 3 4 5 6 7	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of	1 2 3 4 5 6	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says
2 3 4 5 6 7 8	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask	1 2 3 4 5 6	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your
2 3 4 5 6 7 8 9	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing	1 2 3 4 5 6 7 8	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be?
2 3 4 5 6 7 8 9	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76?	1 2 3 4 5 6 7 8 9	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of
2 3 4 5 6 7 8 9 10	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall.	1 2 3 4 5 6 7 8 9 10	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he
2 3 4 5 6 7 8 9 10 11 12	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the	1 2 3 4 5 6 7 8 9 10 11	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't
2 3 4 5 6 7 8 9 10 11 12 13	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31	1 2 3 4 5 6 7 8 9 10 11 12 13	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating.
2 3 4 5 6 7 8 9 10 11 12 13	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920.	1 2 3 4 5 6 7 8 9 10 11 12 13 14	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that
2 3 4 5 6 7 8 9 10 11 12 13 14 15	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920. (Plaintiff's Exhibit 31 for	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that address I know RLF.com is Relationship
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920. (Plaintiff's Exhibit 31 for identification, Bates stamped JPMCB 919 through	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that address I know RLF.com is Relationship Funding Corporation. Whether Glen is Glen
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920. (Plaintiff's Exhibit 31 for identification, Bates stamped JPMCB 919 through 920 and Checklist.)	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that address I know RLF.com is Relationship Funding Corporation. Whether Glen is Glen Kenton at Relationship Funding, I don't know the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920. (Plaintiff's Exhibit 31 for identification, Bates stamped JPMCB 919 through 920 and Checklist.) MR. FISHER: I'll just note for the	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that address I know RLF.com is Relationship Funding Corporation. Whether Glen is Glen Kenton at Relationship Funding, I don't know the answer.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920. (Plaintiff's Exhibit 31 for identification, Bates stamped JPMCB 919 through 920 and Checklist.) MR. FISHER: I'll just note for the record that the first page of this exhibit is	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that address I know RLF.com is Relationship Funding Corporation. Whether Glen is Glen Kenton at Relationship Funding, I don't know the answer. Q. That's fine. That's very precise.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920. (Plaintiff's Exhibit 31 for identification, Bates stamped JPMCB 919 through 920 and Checklist.) MR. FISHER: I'll just note for the record that the first page of this exhibit is numbered 919, and then there is a checklist that	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that address I know RLF.com is Relationship Funding Corporation. Whether Glen is Glen Kenton at Relationship Funding, I don't know the answer. Q. That's fine. That's very precise. Does it seem to you to be a reasonable
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920. (Plaintiff's Exhibit 31 for identification, Bates stamped JPMCB 919 through 920 and Checklist.) MR. FISHER: I'll just note for the record that the first page of this exhibit is numbered 919, and then there is a checklist that follows and every page of that checklist has the	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that address I know RLF.com is Relationship Funding Corporation. Whether Glen is Glen Kenton at Relationship Funding, I don't know the answer. Q. That's fine. That's very precise. Does it seem to you to be a reasonable inference?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920. (Plaintiff's Exhibit 31 for identification, Bates stamped JPMCB 919 through 920 and Checklist.) MR. FISHER: I'll just note for the record that the first page of this exhibit is numbered 919, and then there is a checklist that follows and every page of that checklist has the number 920 at the bottom of it.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that address I know RLF.com is Relationship Funding Corporation. Whether Glen is Glen Kenton at Relationship Funding, I don't know the answer. Q. That's fine. That's very precise. Does it seem to you to be a reasonable inference? A. Yes. It's usually how e-mails
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	on page 76 of this exhibit? MR. CALLAGY: Objection to form. A. Before the termination of the close. Q. Let me ask that question again, you're right. Let me try to be more precise. Before the closing on the payoff of the synthetic lease transaction, did you ask anyone any questions about the UCC financing statements listed in Section A here on page 76? A. Not that I can recall. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 31 a document numbered JPMCB 919 through 920. (Plaintiff's Exhibit 31 for identification, Bates stamped JPMCB 919 through 920 and Checklist.) MR. FISHER: I'll just note for the record that the first page of this exhibit is numbered 919, and then there is a checklist that follows and every page of that checklist has the	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. CALLAGY: Thank you. A. I can only speculate. MS. RICE: Don't speculate. Q. I don't want you to speculate. A. I don't know. I just don't know who Glen is. Q. There's an e-mail address, it says Kenton@RLF.com. Does that refresh your recollection as to who Glen might be? MS. RICE: Object to the form of the question. If that helps you recall who he is, you should say that. If not, you shouldn't be speculating. A. If "Glen" correlates with that address I know RLF.com is Relationship Funding Corporation. Whether Glen is Glen Kenton at Relationship Funding, I don't know the answer. Q. That's fine. That's very precise. Does it seem to you to be a reasonable inference?

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the synthetic lease transaction?

you in October 2008 on to Mr. Duker?

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Page 21

Page 23

2 Funding Corporation is the commercial paper 3 conduit, if you will. So the money that's in 4 this deal is commercial paper, and that's placed 5 by Relationship Funding Corporation. And so Relationship Funding 6 7 Corporation has the responsibility in connection 8 with the closing to make sure the right amount of funds are paid by General Motors in order to 9 retire the commercial paper. 10 11 Do you recall Mr. Kenton providing you with any comments on this closing checklist? 12 No, I don't recall anything like 13 14 that. 15 Do you remember Mr. Duker providing you with any comments on this closing checklist? 16 MS. RICE: Object to the form. 17 18 A. I don't recall anything like that. Are you aware of any document that 19 would indicate whether or not Mr. Duker had any 20 comments on this closing checklist? 21 22 MR. CALLAGY: Objection to the 23 form. 24 I'm not aware of anything like A. 25 that.

They are the -- Relationship

chance to look at it is simply whether these are closing documents that were sent -- draft closing documents that were sent by Mr. Green to you on October 15, 2008.

MS. RICE: I'm assuming you do not want him -- this is almost a hundred pages long. I'm assuming you do not want him to read the entire thing but you want him to look at it enough to see if he can answer your question.

MR. FISHER: Exactly, right.

- A. There's another e-mail in here.
- Q. What page are you referring to?
- A. 25. It's all meant to be one? I just want to make sure I'm looking at the right thing.

The question again was?

- Q. The question is, are these copies of draft closing documents that were sent to you by Mr. Green on October 15, 2008?
 - A. They appear to be.
- Q. And would you turn, please, to page 206 of this exhibit. Does this appear to you -- what is this document? Focussing just on page 206.
 - A. Mm-hmm. It's a termination

Page 24

- Q. And in the same exhibit, within the checklist, if you turn to what's page 4 of the checklist, I think you're on the right page, there's a section under 5 called "general documentation." And then again there's a section titled "termination of UCCs."
 - A. Yup.

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- Q. Do you recall anyone ever asking you any questions about the UCC financing statements listed there?
- A. I do not recall any questions of that nature.

MS. RICE: Eric, I would just note, since we're putting this document in, just looking at 13 and 31, it looks like one is supposed to be forwarding the other, but then the attachment is not the same. There's at least a couple of pages that are different. I just point that out for the record.

- Q. Mr. Merjian, I'm going to hand you what previously has been marked as Exhibit number 15.
 - A. (The witness reviews the document.)
- Q. Take your time reviewing this e-mail, but my question after you've had a

statement of a UCC-1 filing to the Delaware Secretary of State.

Q. Was this draft termination statement prepared by Mayer Brown?

MS. RICE: Object to the form.

- A. It was sent to me by Mayer Brown. I don't know who prepared it.
- Q. Do you recall providing Mayer Brown with any comments on this draft termination statement?
- A. I don't recall anything like that, no.
- Q. Do you recall providing anyone with any comments on this draft termination statement?
 - A. I don't.
 - Q. Did you forward this draft termination statement to Mr. Duker?

MS. RICE: Object to the form.

Just this draft termination statement?

- Q. It could be among other documents, but I'm most interested in this termination statement.
 - A. Don't know.
 - MR. FISHER: I'm going to ask the

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(Pages 25 to 28)

Page 25

Page 27

1 court reporter to mark as Plaintiff's Exhibit 32 2 a document numbered JPMCB STB 273 through 362. 3 (Plaintiff's Exhibit 32 for identification, Bates stamped JPMCB STB 273 4 5 through 362.) 6 Q. Mr. Merjian, again, look at this document to the extent you need to to be 7 8 satisfied that you know what it is. My question 9 is, does looking at this document, Plaintiff's Exhibit 32, refresh your recollection as to 10 10 11 whether you forwarded a draft of the termination 11 statement to Mr. Duker in October 2008? 12 12 13 I don't recall doing it, but this 13 14 would appear to show that I did. 14 And you have no reason to doubt 15 15 that you sent this e-mail. 16 16 17 A. No reason to doubt that. 17 And did Mr. Duker provide you with 18 18 19 any comments specifically on the draft 19 20 termination statement that was attached to this 20 2.1 21 e-mail? 22 MR. CALLAGY: Objection to form. 22 MS. RICE: Object to the form. 23 23 24 A. No. he didn't. 24 25 I'm handing you what's previously 25 Q. Page 26

Q. Focusing on just the top e-mail which appears to be an e-mail from you to Mr. Green, the e-mail says, "What do you mean closing through the title company? I would think a wire goes directly to JPM for the payoff amount. Your client should have a payoff letter from Richard Duker at JPM, copied here. I will check on STB legal fees."

Generally, what is this e-mail referring to?

- A. I think what this is referring to is I read Mr. Ryan's e-mail as wanting the money, the payoff money, the purchase price to go through the title company. And my e-mail was questioning that and saying I think -- I thought what would be more typical would be that the money get paid from GM directly to the appropriate parties, JPMorgan, Relationship Funding, whoever it may be.
- And do you know how in fact the funds flowed at closing?
- A. I believe that way that I just described.
- And the reference here to "STB O. legal fees," what's that about?

Page 28

been marked as Plaintiff's Exhibit 16, which is numbered JPMCB STB 366 through 367. Focussing on the top half of the first page of this exhibit, is that an e-mail that you sent to Mr. Green on October 17, 2008? A. It would appear to be.

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- And in that e-mail you provide Q. Mr. Green with a comment on the closing documents. Do you know whether Mr. Green followed up on your comment?
- I would have to see the subsequent drafts to know. I don't know.
- Aside from this comment on the closing documents, are you aware of any other changes to the closing documents that you requested of Mr. Green?
- A. I cannot recall if there were any or not.
- MR. FISHER: I'll ask the court 19 20 reporter to please mark as Plaintiff's 21 Exhibit 33 a document numbered JPMCB 2012 22 through 2014.

(Plaintiff's Exhibit 33 for

23 24 identification, Bates stamped JPMCB 2012 through 24 2014.)

- Very common in a payoff is that as part of the payoff, the bank includes in their payoff letter their law firm's legal fees. So I think they were requesting that number from us. Yes.
- And you cc'd Mr. Duker on this Q. e-mail.
 - Α. It appears that I did, yes.
- Q. And during the course of working on this transaction, do you know whether there were other communications that involved the lawyers working on the deal, you and Mr. Green and also involved Mr. Duker?
 - Α. I wouldn't know.
- I'm handing you what's previously been marked as Plaintiff's Exhibit 17. Is this first e-mail an e-mail that you received from Mr. Green on October 21, 2008?
 - It appears to be, yes. A.
- And Mr. Green refers to an updated draft of the checklist. Do you assume that he sent you an updated draft of the checklist along with --

MR. CALLAGY: Object to the form. MS. RICE: Object to the form.

Page 31

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1	Q. Did Mr. Green send you an updated	1	MS. RICE: That's interesting since
2	draft of the checklist along with this e-mail?	2	the first page is 427.
3	A. If what's attached here is what was	3	MR. FISHER: Why don't we go off
4	on the e-mail, then yes.	4	the record for a minute. I'm glad you pointed
5	Q. And turning to page MB 17 of this	5	that out.
6	exhibit, there's a Section 7-A, "general	6	Why don't we take a short break.
7	documentation," and under that there's a heading	7	(Recess taken.)
8	"termination of UCCs."	8	BY MR. FISHER:
9	Do you remember providing Mr. Green	9	Q. Mr. Merjian, your counsel pointed
10	with any comments on any of the UCC financing	10	out that Exhibit number 19 was missing pages 428
11	statements listed here?	11	and 429. And I'm going to ask you to just set
12	MS. RICE: Object to the form of	12	aside Exhibit number 19, and we found a version
13	the question.	13	of the document that starts on page 427 and is
14	A. I don't recall that I did.	14	paginated continuously through page 440.
15	Q. I'm handing you Exhibit number 19	15	MR. FISHER: And I'll ask the court
16	which was marked at a previous deposition. Is	16	reporter to please mark that exhibit as Exhibit
17	this an e-mail that Mr. Green sent to you and	17	34.
18	others on October 24, 2008?	18	(Plaintiff's Exhibit 34 for
19	A. It appears to be.	19	identification, Bates stamped 427 through 440.)
20	Q. And the e-mail makes reference to	20	Q. And I was asking you about the
21	draft escrow instructions. Do you know what	21	draft escrow instructions. Do you recall
22	that's referring to?	22	providing anyone at Mayer Brown with any
23	A. The attachment.	23	comments on the draft escrow instructions that
24	Q. Were there escrow instructions that	24	they transmitted to you?
25	were executed in connection with the payoff of	25	MR. CALLAGY: Object to the form.
	Page 3	0	Page 32
1	the synthetic lease?	1	A. I don't recall if I did or I
2	MR. CALLAGY: Objection to the	2	didn't.
3	form.	3	Q. I should have asked you this
4	A. There was a letter of sorts that	4	earlier. Was there anyone else at Simpson
5	was	5	Thacher who worked with you in connection with
6	MS. RICE: By "executed" you mean	6	the payoff of the synthetic lease?
7	signed?	7	A. No. Not other than to retrieve two
8	MR. FISHER: Yes.	8	documents requested by the other party, just
9	A. And there was a letter to the title	9	some files.
10	company I believe that was part of the closing.	10	Q. So aside from
11	Q. So you recall a letter to the title	11	A. Insignificant. Nobody.
12	company that was signed?	12	Q. Thank you.
13	A. Yes.	13	Looking at page 430 of this
14	Q. And does the attachment to this	14	exhibit, towards the bottom of the page there's
15	Exhibit number 19, what begins on the second	15	the number 2, and next to that there are a
16	page, does that look to you to be a draft of the	16	number of financing statements listed.
17	letter to the title company that was signed?	17	A. Yup.
18	A. Couldn't say with perfect accuracy,	18	Q. Do you recall any discussion at all
19	but generally speaking, yes.	19	about any of the financing statements listed
20	Q. And did you provide Mr. Green or	20	there?
21		21	A. I don't.
21 22	anyone else at Mayer Brown with any comments on the draft escrow instructions?	21 22	A. I don't.Q. Do you recall any discussion at all

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instructions?

about whether all three of those financing

statements were properly listed in those escrow

And looking at page 430, which is

I don't recall if I did.

the second page of this exhibit --

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2 "properly listed." 3 Q. Did anyone ever tell you that any 4 of the three financing statements listed here on 5 the escrow instructions did not belong there? 6 MR. CALLAGY: Objection to form. 7 MS. RICE: You mean at or prior to 8 the closing of this? 9 MR. FISHER: Yes. 10 Q. That's a much better way to ask the 11 question. Let's focus on the period leading up 12 to the closing of this transaction in October 13 2008. 14 In October 2008 did anyone ever 15 tell you that any of the three financing 16 statements listed here did not belong there? 17 MR. CALLAGY: Object to the form. 18 A. Not that I recall. 19 Q. What was the purpose of having 20 escrow instructions in connection with the 20 MS. RICE: Object to the form. 3 A. I'd have to read this. (The 4 witness reads the document.) 5 Yes. 6 Q. You can set this exhibit aside. 6 MR. FISHER: I'm going to ask the 6 court reporter to mark as Plaintiff's Exhibit 35 for 7 (Plaintiff's Exhibit 35 for 10 (Plaintiff's Exhibit 35 for 11 identification, Bates stamped JPMCB 2042 to dentify a document numbered JPMCB 2042 to dentification, Bates stamped JPMCB 2042 to dentify a document numbered JPMCB 2042 to dentif	2043.
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MS. RICE: You mean at or prior to the closing of this? MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 3 and document numbered JPMCB 2042 through a document numbered JPMCB 2042 thro	2043.
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 statements listed there did not belong there? MR. CALLAGY: Object to the form. A. Not that I recall. Q. What was the purpose of having statements listed there did not belong there? connection with the payoff of the synthetic lease? MS. RICE: Object to the form of the question. 	
17 MR. CALLAGY: Object to the form. 17 lease? 18 A. Not that I recall. 18 MS. RICE: Object to the form of 19 Q. What was the purpose of having 19 the question.	
A. Not that I recall. 18 MS. RICE: Object to the form of Q. What was the purpose of having 19 the question.	
Q. What was the purpose of having 19 the question.	
40 Cocrow monuculous in connection with the 40 A. INO. It's Univ in Dail that.	
21 closing of this transaction? 21 That's the smallest part of this invoice.	
MR. CALLAGY: Objection to the 22 Q. Is there some specific part of this	
form. 23 invoice that relates to the payoff of the	
A. I can only speak for what I think 24 synthetic lease?	
25 the purpose was. It was just to have the 25 MS. RICE: Object to the form of	
	age 36
1 documents in connection with the synthetic lease 1 the question.	
2 financing placed with one party so that they 2 A. Clause 5 I guess, it says "final	
3 could be released at the appropriate time to the 3 payoff of the lease."	
4 appropriate parties. 4 Q. And the other activities that are	
5 Q. And when you reviewed these 5 listed on this invoice, extension of liquidity	
6 draft did you review these draft escrow 6 bank commitments, searching UCC records	ınd
7 instructions? 7 filing UCCs and UCC amendments, creation	
8 MR. CALLAGY: Objection to form. 8 closing binders for individual property	01
9 A. I'm sure I looked at them. 9 purchases and release of properties from the	
Q. When you reviewed them was it your 10 lease financing, do those relate to other	
11 understanding that the closing documents listed 11 transactions?	
12 in the escrow instructions upon closing would be 12 A. No.	
13 released to 13 Q. I'm not understanding your answer	
MR. CALLAGY: Would you hold on one 14 and it's probably because I'm not asking a go	od
15 second? 15 question.	Ju
16 MR. FISHER: Let me start over. 16 MS. RICE: Can I just point out	
There was an interruption, let me ask that 17 that the document says through October 15]	
18 question again. Withdrawn. 18 That should shed some light for you that this	,
19 Q. When you reviewed the escrow 19 relates to activities predominantly before	1.
20 instructions, did you understand that the 20 activities that you've been asking about. I	1.
termination statements listed in the escrow 21 think it's pretty clear from the document.	1.
instructions were documents that would be 22 Q. Mr. Merjian, what is page 2 of	1.
released to Mayer Brown upon the closing of the 23 this?	1.
transaction? 24 A. This goes back years, is the	1.

25

answer. I don't know how many but it goes back

MR. CALLAGY: Objection to the

Page 37

1

20

21

22

23

24

25

Page 39

Page 40

Does it look to you to be a

the question. You shouldn't speculate. This

obviously is the kind of thing, if it was filed,

UCC Financing Statement 64168084?

termination statement filed in connection with

MS. RICE: Object to the form of

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a significant period of time. Having nothing to
                                                                         MS. RICE: You're asking what he
                                                             2
 2
      do with the payoff.
                                                                 recalls?
 3
               Is this an invoice that you
                                                             3
                                                                     A.
                                                                          It appears to be what the document
 4
      forwarded to Mr. Duker on October 24, 2008?
                                                             4
                                                                 is doing, yes.
 5
               From this e-mail, it would appear
                                                            5
         Α.
                                                                          I'm handing you what's been marked
                                                                     0.
                                                                 as Plaintiff's Exhibit 22. Mr. Merjian, to try
 6
                                                            6
      to be.
 7
               Do you know whether that was in
                                                            7
                                                                 to make this simpler, I'm also going to hand you
         Q.
 8
      connection with calculating what Simpson
                                                            8
                                                                 Exhibits 21 and 23. My question is simply,
                                                                 looking at all three of those exhibits, do they
 9
      Thacher's -- what fees of Simpson Thacher would
                                                            9
      be paid upon the closing on the payoff of the
                                                           10
                                                                 together constitute the fully executed escrow
10
11
      synthetic lease?
                                                           11
                                                                 instructions in connection with the payoff of
                                                           12
              MS. RICE: Object to the form. If
12
                                                                 the synthetic lease?
                                                           13
                                                                         MR. CALLAGY: Object to the form.
13
14
         A.
               It's not a calculation, it's a
                                                           14
                                                                         MS. RICE: Objection to form.
15
      number. It just gets inserted into a payoff
                                                           15
                                                                          They appear to be complete
                                                                 signature pages to this letter.
      letter.
                                                           16
16
                                                                          And by "this letter" you're
17
               Was Simpson Thacher paid $30,000
                                                           17
         Ο.
                                                                 referring to Plaintiff's Exhibit 22?
18
      upon the closing on the payoff of the synthetic
                                                           18
                                                           19
      lease?
                                                                          Yes.
19
                                                                     A.
                                                           20
20
         A.
               I don't know.
                                                                          Mr. Merjian, I'm handing you what's
                                                                 previously been marked as Exhibit number 5. Is
2.1
         Q.
               What is your understanding of what
                                                           21
22
      page 2 of this exhibit is?
                                                           22
                                                                 this a document that you recognize?
                                                           23
                                                                         MS. RICE: Object to the form. You
23
              MS. RICE: Object to the form.
24
      Asked and answered.
                                                           24
                                                                 mean has he ever seen it before?
25
              MR. CALLAGY: Asked and answered.
                                                           25
                                                                         MR. FISHER: Yes.
               It's an invoice. It's a legal
 1
                                                            1
                                                                     A.
                                                                          I don't recall ever seeing this.
      invoice. Simpson Thacher & Bartlett. Relating
                                                            2
                                                                          Are you aware that Mayer Brown
 2
 3
      to the work done for the synthetic lease over
                                                            3
                                                                 caused a termination statement to be filed with
      some period of time prior to this -- prior to
                                                             4
                                                                 regard to UCC Financing Statement 64168084?
 4
                                                             5
 5
      and including this synthetic lease.
                                                                         MS. RICE: Today as he sits here?
                                                            б
 6
              MS. RICE: I'm sorry, prior to and
                                                                          I became aware of that at some
 7
                                                            7
      including October 15th?
                                                                 point in time.
 8
                                                            8
               Well, yes. Ultimately it -- it
                                                                          And does this look to you to be the
 9
      says October 15th, and that's what it covered,
                                                            9
                                                                 filed version of that termination statement?
                                                           10
                                                                         MS. RICE: Object to the form of
10
      yes.
                                                                 the question. He's never seen this before.
11
               I'm handing you what's been marked
                                                           11
      as Plaintiff's Exhibit 20. Do you recognize the
12
                                                           12
                                                                          I just don't know.
                                                                     A.
      first e-mail in the chain that is Plaintiff's
13
                                                           13
                                                                          I appreciate that you've testified
      Exhibit 20?
                                                           14
                                                                 that you've never seen it before, which is why I
14
                                                                 asked whether that's what it looks to you to be
                                                           15
15
              MS. RICE: Object to the form.
               You say do I recognize it?
                                                           16
                                                                 based on your familiarity with UCC filings.
16
         A.
17
               Yes. What is it?
                                                           17
                                                                         MS. RICE: I object to the form of
         Q.
               It appears to be an e-mail from me
                                                           18
18
         A.
                                                                 the question.
      to Ryan Green saying it was fine.
                                                           19
                                                                          What's the question now?
19
                                                                     Α.
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20

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22

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24

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Was that e-mail sent in response to

MR. CALLAGY: Objection to form.

MS. RICE: Object to the form of

Mr. Green's question about whether you had

comments on the escrow letter?

the question.

1 counsel can verify it. If you know. 1 it. So what are we talking about? 2 2 If you just did a search of the MR. FISHER: Can you read back the 3 records, you would know if the statement was 3 question, please. 4 filed or not I suppose. 4 (The pending question was read.) 5 You said that there came a time 5 MR. FISHER: Mr. Rice, you're 6 when you learned that such a termination 6 instructing him not to answer that question? 7 statement was filed. When did you first become 7 MS. RICE: I will ask him, if it's 8 aware of that? 8 helpful, do you have a recollection when you 9 9 first learned there was any issue relating to Don't recall exactly. A. Did there come a point in time when 10 the synthetic lease transaction? 10 11 you learned that it was a mistake for such a 11 A. I can't place a time on it. 12 termination statement to have been filed? Was it sometime after October 2008? 12 O. 13 MS. RICE: Object to the form of 13 A. 14 the question. 14 Q. Was it sometime after June 1, 2009? 15 Say the question again. 15 And I'll represent to you that that's when GM Α. filed its bankruptcy petition. Did there come a point in time, and 16 16 now I'm not restricting myself in time, at any I just don't recall exactly. 17 17 A. 18 time did you learn that a mistake had been made 18 Are you aware that this litigation in which you've been subpoenaed as a witness in connection with filing a termination 19 19 statement that related to UCC Financing 20 concerns a termination statement for UCC 20 Statement 64168084? 2.1 Financing Statement 64168084? 2.1 22 MS. RICE: Object to the form. 22 MS. RICE: Object to the form of MR. CALLAGY: I guess I would 23 23 the question. 24 assert the attorney-client privilege also to the 24 I haven't seen any litigation A. extent he learned it from counsel for JPMorgan. 25 25 papers. Page 42 MS. RICE: Let's ask the question, 1 1 2 complaint in this action? 2 do you have any knowledge concerning any 3 mistake, or the knowledge that you have, did it 3 A. come from any place other than conversations 4 4 O. 5 5 with JPMorgan or its counsel or your counsel? 6 THE WITNESS: No. б 7 7 MS. RICE: So I'll direct him not 8 8 transaction? to answer. 9 Mr. Merjian, I'm not going to ask 9 A. I don't know. Q. you about the substance of any conversations you 10 10 Q. had with counsel about any mistakes that may MS. RICE: If you know. 11 11 12 have occurred in connection with the filing of 12 13 this termination statement. My question is 13 simply when you learned that a mistake had been 14 14 15 15 made. 16 16 MS. RICE: But I think that gets to

17

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You've never seen a copy of the In connection with your work on the payoff of the synthetic lease transaction, do you know whether Simpson Thacher had an engagement letter with JPMorgan specific to that Who would know the answer to that? Any engagement letter, if there were one, would -- I mean, we represent them on an ongoing basis. There's often not engagement letters, but it would go back I presume to the initial financing. You testified at the beginning of your deposition that you've been involved in a significant number of transactions in which you've represented JPMorgan or its predecessor entities. Have you worked with Mr. Duker before on JPMorgan transactions? And I mean aside from the synthetic lease transaction, have you worked with Mr. Duker on other transactions?

substance, and I'm asserting the attorney-client

privilege and I'm directing him not to answer.

instruction. I don't think that the question of

in fact, when information is logged on a

privilege log, dates are provided.

when invades the attorney-client privilege. And

MR. CALLAGY: I thought he

testified that he did not know when he learned

MR. FISHER: I disagree with that

17

18

19

20

21

22

23

24

1	A. Not that I can recall.	1	(Recess taken.)
2	Q. Are you aware that Robert Gordon,	2	BY MR. FISHER:
3	the partner at Mayer Brown, prepared an	3	Q. Mr. Merjian, after the payoff of
4	affidavit that concerns the termination	4	the synthetic lease transaction closed at the
5	statement that's at issue in this litigation?	5	end of October 2008, from that date until today,
6	MS. RICE: I'm going to just direct	6	aside from your own counsel, with whom have you
7	the witness because the area you're in does risk	7	had conversations about the termination
8	invading the privilege.	8	statement that's at issue in this case?
9	You should exclude from your	9	MS. RICE: And aside from
	-		
10	answers any conversations that you've had with	10	Mr. Callagy, who he's already told you as well.
11	me or counsel for JPMorgan in answering those	11 12	MR. FISHER: Yes.
12	questions.		A. I had one general conversation with
13	A. I'm not aware of that.	13	my superior, who's the head of the real estate
14	Q. Aside from what you may have	14	department, just letting him know what's going
15	learned from counsel, you're not otherwise aware	15	on.
16	of that?	16	Q. And who is that person?
17	A. No.	17	A. Gregory Ressa.
18	Q. And when you referred to counsel,	18	Q. What did you tell Mr. Ressa?
19	are you referring to lawyers at Simpson Thacher	19	A. I couldn't recall exactly. Just
20	or are you referring to someone else?	20	generally that a general description of the
21	A. Lawyers at Simpson Thacher.	21	issue. I just don't recall.
22	Q. Have you ever met with Mr. Callagy	22	Q. Do you recall anything at all about
23	about any matters at issue in this litigation?	23	what you told Mr. Ressa?
24	A. Yes.	24	MS. RICE: With any more
25	Q. When was that?	25	specificity?
	Page 4		Page 48
1			
1	A. I can't recall.	1	MR. FISHER: Yes.
2	Q. Was that in preparation for today's	2	A. Let me think. I think I just
3	deposition?	3	explained to him that there was an issue
4	A. No.	4	relating to the financing statement in
5	Q. Who requested that meeting? Was	5	connection with the GM bankruptcy.
6	that a meeting you asked for or a meeting	6	Q. When you say there was an issue, do
7	Mr. Callagy asked for or someone else?	7	you remember how you described the issue to him?
8	A. I don't recall who asked for it.	8	A. I didn't really have to describe it
9	Q. You don't recall who asked for.	9	to him because he had heard through someone else
10	A. No.	10	at the firm, so he had his own understanding.
11	Q. Where did the meeting take place?	11	And he just wanted to talk to me, let me know
12	A. At Simpson Thacher.	12	that
13	Q. Who else attended?	13	Q. So Mr. Ressa initiated the
14	A. Tom and Andrew. As best I can	14	conversation with you?
15	recall. There may have been someone else there,	15	A. Yes.
16	but I don't know. I don't recall.	16	Q. And who had Mr. Ressa heard about
17	Q. What do you recall Mr. Callagy	17	this termination statement from whom did
18	saying at that meeting?	18	Mr. Ressa hear about this termination statement?
19	MR. CALLAGY: I'm going to assert	19	MS. RICE: If you know.
20	the privilege on behalf of JPMorgan.	20	
21	Attorney-client privilege.	21	Q. He didn't tell you?
22	MR. FISHER: Why don't we take a	22	A. He didn't tell me.
23	short break, and I expect I'm fairly close to	23	Q. When did this conversation with
	•	C 4	NA D
24 25	wrapping up. MS. RICE: Okay, thanks.	24 25	Mr. Ressa occur? A. I don't recall.

1	Q. Where did the conversation occur?	1	A. No.
2	A. His office.	2	Q. Have you spoken to attorneys from
3	Q. How were you invited to come to his	3	Morgan Lewis?
4	office? In other words, was it an e-mail, a	4	A. Yes.
5	telephone call, something else?	5	Q. With whom did you speak at Morgan
6	A. A telephone call.	6	Lewis?
7	Q. And do you keep some kind of	7	A. Don't recall his name.
8	calendar?	8	Q. Was his name Richard Toder?
9	A. I keep time records for matters	9	A. That doesn't ring a bell.
10	that I'm billing, but I wouldn't have recorded	10	Q. What about Andrew Gottfried?
11	that.	11	A. That sounds more familiar.
12	Q. Do you know whether Mr. Ressa would	12	Q. When you spoke with sitting here
13	have recorded in some way when this conversation	13	now and hearing that name Andrew Gottfried, is
14	occurred?	14	that who you think you spoke to?
15	A. I wouldn't know.	15	A. I've never heard of the name Toder.
16	Q. And was this conversation with	16	The name Gottfried is ringing a bell.
17	Mr. Ressa before or after you had a meeting that	17	Q. Do you know whether anyone else
18	was attended by Mr. Callagy?	18	participated in that conversation
19	A. I don't remember.	19	MR. CALLAGY: Objection to form.
20	Q. Can you think of any document,	20	Q between you and the Morgan Lewis
21	notation or anything at all that would indicate	21	lawyer?
22	to you when your meeting with Mr. Ressa	22	A. If someone else did, I didn't know.
23	occurred?	23	Q. Was it a telephone conversation?
24	A. No.	24	A. A telephone conversation.
25	Q. And can you think of any document	25	Q. And when you had your meeting with
	Page 5	0	Page 52
1	at all that would indicate to you when your	1	Mr. Callagy aside from the meanle shout whom
1	at all that would indicate to you when your	1 2	Mr. Callagy, aside from the people about whom
2 3	meeting that was attended by Mr. Callagy occurred?	3	you've already testified, did anyone participate
		4	by phone? A. I don't recall. I don't believe
4	MS. RICE: He's asking any	5	
5 6	documents that you know of, that you have.	6	SO. O Is there a masser you didn't maserd
	A. Off the top of my head I can't.	7	Q. Is there a reason you didn't record
7	Q. And Mr. Merjian, whether you have		any of these meetings in your time records?
8 9	the document or whether someone else has the	8	MS. RICE: Object to the form of
	document, I'm just trying to locate these	9 10	the question. A. No particular reason.
10	meetings in time.		
11	And so the question is, is there	11	Q. Do you recall whether the meeting
12	anything at all that you can think of, whether	12	with Mr. Ressa occurred before GM filed for
13	you have it or someone else has it, that if you	13	bankruptcy?
14	referred to it, it would help you figure out	14	MS. RICE: Object to the form of
15	when this meeting occurred?	15	the question.
16	A. I just don't know. If I logged it	16	A. I don't recall.
17	as a no. Well, I didn't put it in time	17	Q. And what about the telephone
18	records, I know that. So I don't know what else	18	conversation with Mr. Gottfried, did that occur
19	there would have been.	19	before the GM bankruptcy?
20	Q. Aside from Mr. Ressa, Mr. Callagy	20	A. I don't recall.
21	and counsel, have you had any other	21	Q. And the meeting with Mr. Callagy?
22	conversations with anyone from the date that the	22	A. That would have been after I think.
23	synthetic lease transaction closed until today	23	Q. So you're fairly certain that the
24	about the termination statement that's at issue	24	meeting with Mr. Callagy was after the GM
25	in this case?	25	bankruptcy case was filed.

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Page 53

Page 55

1 A. Pretty certain. 2 And as to the other meetings, O. 3 you're not certain one way or the other as to 4 whether it was before or after GM filed its 5 Chapter 11 bankruptcy petition? When did GM file? 6 A. 7 Q. June 1, 2009. 8 I can't say for sure. A. 9 Aside from conversations that you may have had with counsel, did you ever discuss 10 11 with anyone whether some correction should be filed with respect to the termination statement 12 that's at issue in this case? 13 14 MS. RICE: Object to the form of 15 the question. MR. CALLAGY: Object to the form. 16 17 A. No. 18 MR. FISHER: Let me just go off the record for a moment and I may be at the end. 19 20 (Recess taken.) 21 BY MR. FISHER: 22 Q. Mr. Merjian, thank you for your 23 time, and I have no further questions. 24 **EXAMINATION** 25 BY MR. CALLAGY:

known as "the term loan"?

- Α. No.
- Did Simpson Thacher to your knowledge ever represent JPMorgan in connection with a term loan financing between JPMorgan and General Motors?
 - A. To my knowledge, no.
- And at any point in time in October of '08 when you were representing JPMorgan in connection with the payoff of the synthetic lease transaction, did you ever refer to the term loan financing with anybody from Mayer Brown?

MR. FISHER: Objection as to form.

- A. No.
- Did you ever refer in connection O. with that same time frame in connection with your work in October 2008, did you ever discuss that with Mr. Duker at JPMorgan?

MR. FISHER: Objection.

Is that an objection as to form that I don't answer to?

MS. RICE: No, no, you can answer.

A. No.

At any point in time during October Q.

Page 54

Page 56

Mr. Merjian, I'm John Callagy and I represent JPMorgan in this lawsuit. And I just have a couple of questions.

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You testified about you percentages in terms of how much time you spent in 2008/2009 on transactional matters representing JPMorgan and its heritage components.

Have you ever heard of a financing arrangement between on the one hand General Motors and on the other hand JPMorgan and other banks referred to as "the term loan"?

MS. RICE: I'm going to direct him 12 to limit that to any conversations he may have 13 had with me after sort of this whole thing 14 15 became an issue. 16

MR. CALLAGY: Fine.

- Q. I'll go one better. In terms of 17 prior to the filing of General Motors' 18 bankruptcy in June of '09, had you ever heard of 19 a financing between General Motors and JPMorgan 20 and others referred to as "the term loan"? Or a 21 term loan? 22 23 A. Maybe a vague reference to it.
- 24 25

And did you ever work on a financing between General Motors and JPMorgan of 2008 when you were representing JPMorgan in connection with the synthetic lease transaction, did you provide any authority to Mayer Brown to do anything with respect to the term loan financing between General Motors and JPMorgan? MR. FISHER: Objection.

A. Not at all.

In October of 2008 when you were representing JPMorgan in connection with the payoff of the synthetic lease transaction, did you understand or have any understanding that Mayer Brown had any authority to do anything with respect to the security underlying the term loan financing?

MR. FISHER: Objection.

A. No. Mayer Brown's authority to do anything in the synthetic lease transaction derives from a very -- one document called the termination agreement which authorizes only the releases of collateral that relate to the synthetic lease.

MR. CALLAGY: I have no further questions.

MR. FISHER: Nothing from me. (Continued on the following page to

15 (Pages 57 to 60)

		Page 57	Page 59
1	include jurat.)	1 2	EXHIBITS
2	MS. RICE: Thank you, we're done.	3	ID DESCRIPTION PAGE
4	We don't waive reading and signing.	4 5	PLAINTIFF'S Exhibit 29 Bates JPMCB STB 001 8
5 6	(TIME NOTED: 3:45 p.m.)	6	Exhibit 30 Bates JPMCB 950 11
7		7	Exhibit 31 Bates JPMCB 919 through 920 18 And Checklist
	MARDI MERJIAN	8	
8 9	Subscribed and sworn to before me	9	Exhibit 32 Bates JPMCB STB 273 through 25 362
10	this day of, 2010.	10	Exhibit 33 Bated JPMCB 2012 through 26
11		11	2014
12	Notary Public	11	Exhibit 34 Bates 427 through 440 31
13	Notary Fublic	12	Exhibit 35 Bates JPMCB 2042 through 35
14		13	Exhibit 35 Bates JPMCB 2042 through 35 2043
15 16		14 15	
17		16	(Exhibits retained by counsel.)
18		17 18	
19 20		19	
21		20 21	
22		22	
23 24		23 24	
25		25	
		Page 58	Page 60
1	INDEX	1	Page 60 CERTIFICATE
2		1 2	CERTIFICATE
2	WITNESS EXAMINATION BY	1 2 PAGE 3	CERTIFICATE STATE OF NEW YORK)
2		1 2	CERTIFICATE
2 3 4 5 6	WITNESS EXAMINATION BY Mardi Merjian Mr. Fisher 3	PAGE 3 4 5	CERTIFICATE STATE OF NEW YORK) : ss. COUNTY OF NEW YORK)
2 3 4 5 6 7	WITNESS EXAMINATION BY Mardi Merjian Mr. Fisher 3	PAGE 3 4 5 6 7	CERTIFICATE STATE OF NEW YORK) : ss. COUNTY OF NEW YORK) I, SUZANNE PASTOR, a Shorthand
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ERRATA
I wish to make the following changes, for the
following reasons:
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1 (Pages 1 to 4)

Page 1 Page 3 UNITED STATES BANKRUPTCY COURT 1 RICHARD W. DUKER. SOUTHERN DISTRICT OF NEW YORK 2 having been first duly sworn by the Notary 3 Public (Suzanne Pastor), was examined and MOTORS LIQUIDATION COMPANY, 4 testified as follows: No. 09-50026 5 **EXAMINATION BY** (REG) 6 MR. FISHER: 7 OFFICIAL COMMITTEE OF UNSECURED Jointly Good morning, Mr. Duker. CREDITORS OF MOTORS LIQUIDATION Administered 8 Good morning. A. COMPANY f/k/a GENERAL MOTORS 9 My name is Eric Fisher and I'm here CORPORATION 10 with my colleague, Katie Cooperman. And we are Plaintiff. Adv. Pro. No. 11 special counsel to the Official Committee of -against-09-50026 12 Unsecured Creditors in the GM bankruptcy. JP MORGAN CHASE BANK, N.A., 13 I'm going to ask you a number of individually and as Administrative Agent for various lenders party to 14 questions this morning. It's important that you the Term Loan Agreement described 15 answer audibly so that our court reporter can herein, et al., 16 take down all of your answers, okay? Defendants. 17 Mm-hmm. A. 18 If you want to take a break at any February 9, 2010 19 point, that's fine, just let me know. I only 10:00 a.m. 20 ask that if there's a question pending, please Deposition of RICHARD W. DUKER taken by Plaintiff, pursuant to Subpoena, at the offices 2.1 answer the question and then we can take a of Butzel Long, 380 Madison Avenue, New York, New York, before SUZANNE PASTOR, a Shorthand 22 break. Reporter and Notary Public within and for the 23 A. State of New York. 2.4 Where are you currently employed? O. 25 JPMorgan Chase. Α. Page 2 Page 4 APPEARANCES: 1 O. What's your position there? On behalf of the Plaintiff: 2 I'm in our credit risk management ERIC B. FISHER, ESQ. KATIE COOPERMAN, ESQ. 3 group. I'm responsible for a portfolio of BARRY SEIDEL, ESQ. 4 relationships where I manage our credit BUTZEL LONG 380 Madison Avenue, 22nd Floor 5 relationship with the clients, whether it be New York New York 10017 б doing loans indicated or bilateral loans, Phone: 212.818.1110 Fax: 212.818.0494 7 E-mail: fishere@butzel.com derivatives, operating exposure, various aspects E-mail: cooperman@butzel.com 8 of a credit relationship. And I manage --E-mail: seidel@butzel.com 9 responsible for kind of keeping an update on the On behalf of JPMorgan Chase Bank: 10 industry conditions and how the clients are JOHN M. CALLAGY, ESQ. NICHOLAS J. PANARELLA, ESQ. 11 performing. KELLEY DRYE & WARREN, LLP 12 What's your title? O. 101 Park Avenue New York, New York 10178 13 Managing director. A. Phone: 212.808.7800 Fax: 212.808.7897 14 And you said you're responsible for E-mail: jcallagy@kelleydrye.com E-mail: npanarella@kelleydrye.com 15 a portfolio of relationships. You're referring 16 to client relationships? 17 A. Correct. 18 Q. Are you responsible for JPMorgan's ALSO PRESENT: 19 relationship with GM? GABRIEL TORRES, JPMorgan Chase Bank, N.A. 20 Correct, yes. 21 Is there anyone else at JPMorgan 22 who works with you with respect to credit 23 relationships between JPMorgan and GM? 24 MR. CALLAGY: Excuse me, just for 25 the record, you're talking about GM. You're

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2 (Pages 5 to 8)

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- talking about new GM? Sure, let's focus first on the period before GM filed for bankruptcy on June 1, 2009. During that period -- when did you become a managing director? In 2002. A. And when did you begin having Q. responsibility for the GM relationship? 1999. A. What was your position back in Q. 1999? Same responsibility but as a vice A. president at the time.
 - Q. From 1999 until 2002, during the period of time when you were a vice president with responsibility for the GM relationship --
 - A. GM credit relationship.

- Q. GM credit relationship. Were there other individuals who worked with you specifically with respect to the GM credit relationship?
- A. There would be junior resources involved in helping prepare credit packages and doing financial spreads and putting together reviews. Those people change over time.

Page 6

Whenever we actually went to get approval for a transaction, we went to a credit approving officer. And that could have been one, two or three levels up, depending on the size and the scope.

- Q. And then beginning in 2002 as managing director, who worked with you at JPMorgan on the GM credit relationship?
- A. I believe in 2002 the credit approving officer at the time was a gentleman by the name of Timothy Storms. And as a junior resource basis, I don't recall who was working on it at the time.
- Q. But in terms of more senior personnel at JPMorgan, you remember Mr. Storms having some involvement in the GM credit relationship?
 - A. Correct.
- Q. What have the nature of Mr. Storm's involvement?
- involvement?

 A. If we had a transaction for approval, I didn't have actual credit authority so I managed the relationship, so if somebody wanted to do a loan or an extend any type of credit, I'd actually have to go to him for

credit approval. And we would present the terms and conditions that we're recommending and he would approve or not approve.

Q. And in terms of Mr. Storm's authority to approve a particular loan, did that rest with him or was that vested in some committee? How did that approval process work?

MR. CALLAGY: Objection to the form. You may answer it over my objection, if you understand the question.

- A. There is no committee. So depending on the size of the transaction, he had a certain level of credit approval authority. So if it exceeded a certain size it might have to go to somebody above him to approve.
- Q. What is the threshold -- what was his threshold approval authority?
 - A. I don't remember.
- Q. And you're familiar with a loan between GM as borrower and JPMorgan as administrative agent, sometimes referred to as the Term Loan?
 - A. Yes.
 - Q. Did Mr. Storms approve that loan?
 - A. I'm not sure. That was in 2006. I

expect that he was involved at the time.

- Q. And there's another loan that's often referred to as the synthetic lease transaction. Is that a transaction you're familiar with?
 - A. Yes.
- Q. Did Mr. Storms approve that credit relationship?
 - A. Yes. That was in 2001.
- Q. I went sort of backwards through a little bit of your employment history. So would you please give me your employment history post college.
- A. I graduated college in 1985 and I joined Chase Manhattan Bank right out of college. So this June will be 25 years with JPMorgan and predecessors.
- Q. And what positions have you held at Chase Manhattan and its successors?
- A. The first couple of years I was involved -- I guess the first two or three years I was involved in correspondent banking relationships. And I went through our credit training program, which was a year-long program. When I finished that, I guess that would be

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1	around '89 or so, I joined our commodity finance	1	agreements, security agreements and any other	
2	group where I was responsible for relationships,	2	relevant documents.	
3	both credit and ongoing relationships with	3	Q. Who was JPMorgan's counsel with	
4	companies that either traded or processed	4	respect to the Term Loan?	
5	commodities. I did that for about 10 or 11	5	A. Cravath.	
6	years. And then in '99 I joined the current	6	Q. Do you recall who the partner at	
7	group I'm in.	7	Cravath was who was the head of this particular	
8	Q. In the course of your work at	8	engagement?	
9	JPMorgan, have you become familiar with how UCC	9	A. I believe it was Jim Cooper.	
10	filings operated?	10	Q. When did the Term Loan transaction	
11	A. Yes.	11	close?	
12	Q. Do you have an understanding of	12	A. I think it was November of 2006.	
13	what a UCC financing statement is?	13	Q. Following the close of the Term	
14	A. Yes.	14	Loan transaction, did JPMorgan cause UCC	
15	Q. What is a financing statement, to	15	financing statements to be filed?	
16	your understanding?	16	MR. CALLAGY: Objection to the	
17	A. It's a document that we file to	17	form.	
18	protect our security interest and specific	18	A. I believe so, yes.	
19	underlying collateral.	19	Q. Who filed those financing	
20	Q. Are you familiar with the term	20	statements on JPMorgan's behalf?	
21	"termination statement"?	21	A. I don't know.	
22	A. Yes.	22	Q. Do you know if it was an employee	
23	Q. What's that?	23	of JPMorgan or someone at Cravath or yet some	
24	A. That would be a document filed to	24	other partner?	
25	unwind our security interest.	25	A. My expectation is someone at	
	Page 10		Page 1	. 2
1			Cravath.	
1 2	Q. With regard to the Term Loan between GM as borrower and JPMorgan as	1 2		
3	administrative signature and also as lender,	3	Q. And when you say that's your expectation, why is that your expectation?	
4				
	what was your just describe your role with	4	A. That's typically our legal	
5 6	respect to that transaction.	5 6	counsel will file UCC filings.	
7	MR. CALLAGY: Objection to the		Q. In your experience, with respect to	
	form. You asked him whether he knew about it, and he knew about it.	7 8	loan transactions, is it typically the	
8			administrative agent's counsel who files the	
9	Q. Did you have some role in JPMorgan	9	financing statements? MR. CALLAGY: Objection to the	
10	entering into that transaction?	10	· · · · · · · · · · · · · · · · · · ·	
11	A. Yes.	11	form.	
12	Q. What was your role?	12	A. Yes.	
13	A. So there was a team of people, the	13	Q. As part of the Term Loan	
14	investment banking coverage side that handles	14	documentation, was there an agreement referred	
15	the client relationship, our syndicated loan	15	to as a collateral agreement as well?	
16	leveraged finance group that arranges financing	16	A. I believe so.	
17	and syndicates them out to investors. I worked	17	MR. FISHER: I'm going to ask the	
18	closely with them and the documentation group to	18	court reporter to please mark as Exhibit 36 a	
19	structure, get credit approval for the	19	document numbered JPMCB-1-60 through 1-26.	
20	transaction. Diligence.	20	(Exhibit 36 for identification,	
21	Q. And the documentation group that	21	Bates stamped JPMCB-1-60 through 1-26.)	
22	you referred to, specifically what does that	22	Q. Mr. Duker, I don't expect to ask	
23	group do?	23	you any detailed questions about this exhibit,	
24	A. They work with our external counsel	24	but I'd like to start by just asking you what	
25	on transactions to document the credit	25	this document is.	

4 (Pages 13 to 16)

Page 13 Page 15 1 This is the Term Loan Agreement 1 to what we've already referred to as the that JPMorgan as admin agent entered into with 2 2 synthetic lease transaction? 3 General Motors in November 2006. What kind of 3 A. Yes. 4 4 detail ---0. What was your role in that 5 5 Q. That's fine. I just wanted to know transaction? whether this is in fact the Term Loan Agreement. 6 6 Similar role in the context of 7 Looking at page 121 of this 7 working with partners within the bank to document, is that your signature on the Term 8 8 originate and structure the transaction. We 9 Loan Agreement? 9 also had a leasing group that was actively involved at the time as part of the structuring Yes. 10 10 A. 11 Q. You can set Plaintiff's Exhibit 36 11 element together with our syndication group to 12 syndicate the exposure to a group of lenders. 12 aside. 13 MR. FISHER: I'm going to ask the MR. FISHER: I will ask the court 13 14 reporter to please mark as Plaintiff's 14 court reporter to please mark as Plaintiff's Exhibit 37 a document numbered JPMCB CSM 112 Exhibit 39 a document numbered JPMCB STB 896 15 15 through 1033. 16 through 158. 16 17 (Exhibit 37 for identification, 17 (Exhibit 39 for identification, 18 Bates stamped JPMCB CSM 112 through 158.) 18 Bates stamped JPMCB STB 896 through 1033.) 19 19 After you've had a chance to look Mr. Duker, I'll state that this through the document, my question is whether 20 appears to me to be two agreements put together. 20 this is the collateral agreement that was 21 There's one agreement that appears to one from 21 22 associated with the Term Loan between GM and 22 896 to 921, and then another agreement from 922 23 23 JPMorgan as administrative agent. through the end. 24 It appears to be the same 24 Take your time, and then just 25 collateral agreement tied to the Term Loan 25 identify for me what each of those two Page 14 Page 16 Agreement. agreements is. 1 1 2 2 And on page 131 of Plaintiff's MR. CALLAGY: And again, this is 3 Exhibit 37, is that your signature? 3 based upon your recollection, not necessarily 4 his -- in good faith he's making a 4 Α. Yes. 5 5 representation, but you don't necessarily have And turning to page 146 through 150, is that a draft of a UCC financing б 6 to accept that representation. 7 7 statement to be filed in connection with the (The witness reviews the document.) Α. 8 8 The first section from 899 to I Term Loan? 9 MR. CALLAGY: Objection to the 9 believe 921 is an amendment to a participation agreement. And from 922 to I believe through 10 form. 10 the remainder is the original participation 11 It appears to be. 11 A. 12 You can set this aside as well. 12 agreement. 13 MR. FISHER: I'll ask the court 13 And both of these agreements relate O. reporter to mark as Plaintiff's Exhibit 38 a 14 to what we've been referring to as the synthetic 14 15 15 document numbered MB 5358 through 5362. lease transaction? (Exhibit 38 for identification, 16 16 That's correct. A. And that's your signature on page 17 Bates stamped MB 5358 through 5362.) 17 Q. Is this a copy of the financing 907? 18 18 statement that was filed in connection with the 19 19 A. Yes. 20 Term Loan? 20 Q. And on page 1017, is that your 21 MR. CALLAGY: Objection to the 21 signature as well? 22 22 form. A. 23 23 It appears to be. Were you involved in a transaction A. Q. 24 You can set this aside as well. 24 that involved the payoff of the synthetic lease? Q.

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Yes --

Did you have some role with respect

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Page 17

Page 19

1 MR. CALLAGY: Object to the form of 1 My understanding would be as part 2 the question. 2 of our perfection of our security interest in 3 3 the underlying collateral. Q. What was your involvement in that 4 4 Do you know how many financing transaction? 5 5 statements were filed in connection with the My primary responsibility was to coordinate the payoff of the synthetic lease. 6 6 synthetic lease transaction? 7 I should have asked you this 7 I believe there were two. Based on 8 before. In connection with entering into the 8 my current knowledge of the situation. 9 synthetic lease transaction, who was JPMorgan's 9 When did the payoff of the 10 synthetic lease occur? 10 counsel? 11 A. Simpson Thacher. 11 I believe the final closing was at 12 the end of October of 2008. I believe it was 12 And who was counsel with respect to O. the payoff the synthetic lease? 13 the 31st, possibly the 30th. 13 14 Simpson Thacher. 14 Q. And as part of the closing on the payoff on the synthetic lease, was it your 15 When you say that it was your --15 that your involvement was coordinating the expectation that the financing statements that 16 16 17 payoff of the synthetic lease, just explain what 17 related to the synthetic lease would be terminated? 18 you mean by that. 18 19 19 I worked with our loan and agency MR. CALLAGY: Objection to form. group to determine what amounts were owing under 20 20 You may answer it. the facility and based on the projected closing 21 21 My understanding is that we would 22 date, what accrued fees/expenses may exist. So 22 terminate all agreements related to the I coordinated with them. 23 synthetic lease at the time. 23 24 I also coordinated with the 24 And specifically that you would 25 commercial paper issuer to confirm -- which I 25 also terminate financing statements that related Page 18 Page 20 1 believe it goes by a number of names, but 1 to the synthetic lease? Liberty Hampshire or RFC, to determine the 2 2 MR. CALLAGY: Excuse me, could you 3 amount of commercial paper outstanding and any 3 read that question back. accrued interest/fees that they would have. And (The pending question was read.) 4 4 5 5 lastly with Bank of Tokyo Mitsubishi who was MR. CALLAGY: I thought he said б 6 also an investor in the transaction to confirm that. What was the prior answer --7 7 amounts owing to them. Coordinating with MR. FISHER: All I was trying to 8 8 Simpson Thacher to see legal bills or anything clarify, I believe the witness' answer referred 9 that were owing to them and assisting putting 9 to terminating all agreements related to the together the payoff letter. 10 10 synthetic lease. With respect to the synthetic 11 11 I was just focussing in on the lease, before the payoff, when the synthetic financing statements and asking whether it was 12 12 13 lease was in place, did the lessors have a 13 your expectation that financing statements secured interest in that transaction? 14 related to the synthetic lease would be 14 15 15 MR. CALLAGY: Objection to the terminated. 16 16 At the time, I don't recall whether form. A. 17 I don't understand the question. 17 I was aware of specific financing statements. I A. It may not be a very good question. am aware of them now in retrospect. But at the 18 18 Were there UCC financing statements filed in 19 time I don't recall being aware of any specific 19 connection with the synthetic lease transaction? UCC financing statements that needed to be 20 20 21 That's my understanding, yes. 21 terminated. A.

22

23

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In connection with the payoff of

JPMorgan who was specifically focused on what

would happen with the financing statements as a

the synthetic lease, was there someone else at

What was the purpose of those

MR. CALLAGY: Objection to the

financial statements?

form. Calls for a legal conclusion.

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23

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Page 23

1 result of the closing on the payoff? 1 2008 that on its face relates to the Term Loan 2 2 A. collateral. 3 When you say that you were not 3 MR. CALLAGY: I object to the form. Q. 4 aware at the time in October of 2008, you were 4 He did not testify anything about having on its 5 not aware of any UCC financing statements that 5 face -- I object to the form of the question. needed to be terminated in connection with the 6 He testified what he testified to. 6 7 synthetic lease -- withdrawn. 7 I just want to make sure -- I'm 8 Sitting here today, are you aware 8 using shorthand when I say "termination that in October 2008 a termination statement 9 statement." And I want to make sure my 9 10 shorthand is understood by you. 10 that was -- a termination statement was filed 11 that on its face concerns the Term Loan 11 The termination statement that was, 12 in your words, unrelated to the synthetic lease 12 collateral? 13 MR. CALLAGY: Objection to form. collateral, that's the termination statement 13 14 You may answer it. 14 that I'm referring to when I say termination 15 Could you repeat the question? 15 statement. A. MR. FISHER: Would you mind reading 16 A. 16 17 it back, please. 17 O. Now I've forgotten what the 18 (The pending question was read.) 18 question was. I am aware that a UCC -- today I'm 19 19 MR. FISHER: Could you read it aware that a UCC financing statement unrelated 20 20 back, please. to the synthetic lease was filed. 2.1 21 (The pending question was read.) 22 And it was filed in connection with 22 Other than counsel. I don't recall 23 23 the closing on the payoff of the synthetic any specific conversations with anyone else. 24 lease? 2.4 You don't recall speaking to any of MR. CALLAGY: Objection to the 25 25 your co-workers at JPMorgan? Page 22 Page 24 It's possible, I just don't recall 1 form. You may answer that. 1 A. 2 2 That's my understanding. specific conversations. A. 3 When did you first become aware 3 Do you recall any conversations O. that a termination statement filed in October 4 with Mr. Storms? 4 5 5 2008 referenced a financing statement that A. 6 related to the Term Loan? б When you were working on the payoff O. 7 7 It was post the GM bankruptcy. I'm of the synthetic lease, did you interact with 8 8 not sure of the exact date, but I believe it was people at GM? 9 at some point in June of 2009. 9 A. On the payoff of the synthetic 10 10 Q. How did that first come to your lease, yes. 11 attention? 11 Did you speak to any of them about O. how this termination statement that we're 12 I don't recall whether I heard it 12 Α. 13 from external or internal counsel directly. I 13 discussing came to be filed? don't recall who actually informed me. 14 No. I was not aware of it. 14 A. After learning about this sometime 15 15 O. I didn't hear the end of your in June 2009, did you speak to anyone about --16 16 answer. 17 aside from counsel, did you speak to anyone 17 A. I was not aware of it. about how this termination statement came to be Even after learning, did you reach 18 18 Q. filed? 19 out to anyone at GM to discuss this? 19 20 MR. CALLAGY: Other than counsel. 20 A. 21 21 Who was counsel to GM in connection A. Other than counsel? Q. 22 Right. And so that my questions 22 with the payoff of the synthetic lease? 23 don't get more and more clumsy, when I refer to 23 Mayer Brown. A.

24

25

O.

Did you speak to anyone -- after

learning about the termination statement that's

the termination statement, I'm referring to the

termination statement that was filed in October

24

1 at issue in this litigation, did you speak to 1 A. Correct. anyone at Mayer Brown? 2 2 O. In general terms, what was the 3 A. No. 3 purpose of the amendment? 4 4 O. Did you yourself do anything to The company was seeking a waiver of 5 determine how the termination statement came to 5 their expected going concern opinion from their auditors and had expressed interest in providing 6 6 be filed? 7 MR. CALLAGY: Object to the form. 7 the U.S. Treasury with a second lien on the Term 8 Did I do anything to determine, no, 8 Loan collateral. A. 9 9 I did not. As a consequence of the amendment, 10 was Treasury granted a second lien on the Term 10 Q. Have you had any conversations with 11 anyone from U.S. Treasury or any other agency of 11 Loan collateral? 12 government about the termination statement? 12 A. No. 13 So as finalized, what did the 13 O. 14 Q. Have you had any conversations with 14 amendment accomplish? any of the lenders who were part of the Term 15 15 MR. CALLAGY: Objection to the Loan syndicate about the termination statement? form. And the document is available. I'm sure 16 16 I don't believe I've had any 17 17 you have it. It speaks for itself. 18 conversation with any lenders. 18 The only thing I recall is that we 19 waived -- the lenders waived the going concern Sitting here today, do you have an 19 understanding of how it is that this termination 20 and there were modifications I believe to 20 statement came to be filed? 2.1 pricing and some fees. 21 22 Yes. It's my understanding --22 Did JPMorgan earn a fee in A. 23 connection with this amendment? 23 MR. CALLAGY: The question is yes 24 2.4 A. Yes. or no. 25 What is your understanding of how 25 What was the amount of the fee? Q. Q. Page 26 Page 28 1 I'm not positive what the fee was. 1 the termination statement came to be filed? A. 2 2 MR. CALLAGY: I would assert the In connection with the amendment of 3 privilege to the extent he learned about that 3 the Term Loan, were any UCC searches performed? 4 from counsel. To the extent you agree that that 4 Α. I don't know. Is there someone at JPMorgan who 5 5 doesn't constitute a waiver, I'll let him tell 6 you what his understanding is. 6 would know whether or not UCC searches were 7 You should try to exclude from your 7 performed in connection with the amendment of 8 8 answer privileged information. the Term Loan? 9 MR. FISHER: But I agree that this 9 A. Not that I'm aware of. 10 10 testimony would not constitute a waiver. Just so I understand that, if those My understanding is that when Mayer UCC searches were done, are you the person most 11 11 Brown prepared the termination statements 12 12 likely to know that fact? related to the synthetic lease, which we MR. CALLAGY: Objection to the form 13 13 authorized them to do, that they inadvertently 14 14 of the question. included an unrelated termination of different 15 15 Could you repeat that, please. collateral under a different transaction which 16 (The pending question was read.) 16 they were not involved with. 17 17 A. No. Simpson Thacher -- sorry, at Was the Term Loan amended at some 18 the time we were working with Morgan Lewis. 18 Q. point in time? 19 They would have been aware of whether those were 19 performed. Whether they would have informed me 20 A. Yes. 2.0 21 When was that? 21 or not I don't know. Q. 22 I believe it was in the March/April 22 So Morgan Lewis represented time frame. I don't know the exact date. There 23 JPMorgan in connection with the amendment of the 23

24

25

Term Loan.

That's correct.

A.

And that's March/April of 2009?

was an amendment that was completed.

24

Page 31

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1
              Following GM's bankruptcy petition,
                                                           1
                                                                it your understanding that he's referring to
 2
      at some point thereafter the Term Loan was paid
                                                           2
                                                                Mayer Brown?
 3
      off?
                                                           3
 4
                                                            4
              MR. CALLAGY: Excuse me, would you
 5
                                                            5
      read that question back.
 6
              (The pending question was read.)
                                                           6
 7
         A.
              Yes.
                                                            7
 8
              Who represented JPMorgan in
                                                           8
      connection with the payoff of the Term Loan?
 9
                                                           9
                                                                document.
              Morgan Lewis.
                                                          10
10
         A.
                                                                    Q.
11
               Aside from the matters at issue in
                                                          11
                                                                from Mr. Sundaram?
                                                          12
      this litigation, have you ever been involved in
                                                                         It appears to be, yes.
12
      a situation where a mistaken UCC was filed
                                                          13
13
14
      before?
                                                          14
15
             MR. CALLAGY: Objection to the
                                                          15
                                                          16
16
      form.
17
         A.
               Not that I'm aware of any.
                                                          17
18
         O.
              Mr. Duker, do you want to take a
                                                          18
      break or keep going?
                                                          19
19
                                                          20
20
         A. I'm fine.
                                                                that's the question.
                                                          2.1
2.1
              MR. FISHER: I'm going to ask the
22
      court reporter to mark as Plaintiff's Exhibit 40
                                                          22
      a document numbered JPMCB 231 through 232.
23
                                                          23
                                                                Ms. Gherty?
24
              (Exhibit 40 for identification,
                                                          24
                                                                    A.
                                                                         Yes.
25
      Bates stamped JPMCB 231 through 232.)
                                                          25
                                                                    Q.
                                                Page 30
                                                                was Ms. Gherty's position?
 1
               Mr. Duker, focussing on the second
                                                           1
      page of this exhibit, there's an e-mail from --
                                                           2
 2
 3
      there appears to be an e-mail from you to
                                                           3
      someone named Arun. Who is Arun Sundaram?
 4
                                                            4
                                                                time.
                                                           5
 5
               Arun I believe worked in General
                                                           б
 6
      Motors' treasurer's office. He had
                                                                wrote to her?
 7
                                                           7
      responsibility for this transaction.
                                                                    A.
                                                           8
 8
              Does this e-mail relate to what was
                                                                appears to be.
 9
      then the anticipated payoff of the synthetic
                                                           9
                                                          10
10
      lease?
             MR. CALLAGY: Objection to form.
                                                                be gone by 10/31/08."
11
                                                          11
              Yes. I was specifically asking him
12
                                                          12
13
      regarding the synthetic lease transaction their
                                                          13
      intentions.
                                                          14
                                                                have to GM?
14
                                                          15
15
               And then turning now to the first
      page, the second e-mail from the top appears to
                                                          16
16
                                                                Object to the form.
17
      be a message from Arun to you. And he says, "We
                                                          17
      intend to repurchase the remaining properties,
18
                                                          18
      have asked the lawyers to draft a checklist.
                                                          19
19
      Please advise from your end the next steps and
20
                                                          20
21
      to-dos."
                                                          21
                                                                the top of my head.
22
             MR. CALLAGY: What's the question?
                                                          22
23
              MR. FISHER: There's no question
                                                          23
      yet.
                                                          24
24
25
              The lawyers referred to there, is
                                                          25
         Q.
```

e-mail or are you talking about as he sits here today having read it? I don't know whether you established whether he has a recollection of the

- Is this an e-mail that you received
- At the time when he wrote that he had asked the lawyers to draft a checklist, did you have an understanding of who the lawyers were who he was referring to?
- I don't recall receiving this, but he would only speak to Mayer Brown. He would not have reached out to Simpson Thacher, if
- And then looking up to the top e-mail, is that an e-mail from you to
 - What is Ms. -- or at the time, what

Page 32

- She was my boss and the credit approving officer for General Motors at the
- Q. And is that a message that you
- I don't recall sending it, but it
- And the message says, "yea, confirmation that 55 million of GM exposure will

Following the payoff of the synthetic lease, how much exposure did JPMorgan

MR. CALLAGY: On a macro basis.

- A. I don't remember in aggregate. I do recall that at the time we had about 240 million of a revolving credit commitment. That's the only thing specifically I recall off
- At the time was JPMorgan also a direct lender under the Term Loan?

MR. CALLAGY: Objection to the form. You may answer it.

Page 35

1 A. Possibly through our secondary 1 Motors as borrower would certify to JPMorgan as 2 2 administrative agent under the Term Loan? trading group. 3 And what's the name of that 3 MR. CALLAGY: Objection to form. Q. secondary trading group? 4 4 This is really out of context. 5 Secondary loan and distressed 5 Typically we would require a Α. compliance certificate stating they were in 6 6 trading. 7 It's part of JPMorgan Chase Bank 7 compliance. Q. 8 NA? 8 Q. And the second point in your e-mail says, "The collateral value is based on the net 9 9 MR. CALLAGY: Objection to form. 10 book value, not the fair market value of the M&E 10 A. I believe it is, yes. 11 MR. FISHER: I'll ask the court 11 special tools." And then in parentheses, reporter to mark as Plaintiff's Exhibit 41 a 12 "Property is not part of the collateral." 12 13 What did you mean when you wrote document numbered JPMCB 944 through 945. 13 14 (Exhibit 41 for identification, 14 "net book value"? 15 Bates stamped JPMCB 944 through 945.) 15 I believe the reference is to what Do you know Scott Quigley at Wells they would show as part of their accounting of 16 16 17 Fargo? 17 their M&E and special tools on their books and 18 A. Yes. 18 records. 19 And M&E refers to machinery and 19 O. Did Wells Fargo have some Q. participation in the Term Loan? 20 equipment? 20 I can't confirm that --21 2.1 A. Yes. 22 MR. CALLAGY: Do you know? 22 And when you say what they would show on their books and records, "they" is GM? 23 I don't know. 23 A. 24 Does looking at this string of 24 Yes. A. 25 e-mails refresh your recollection --25 During the period of time that the Q. Page 34 Page 36 1 MR. CALLAGY: Why don't you read 1 Term Loan was in place before it was paid off, 2 2 did anyone at JPMorgan do a fair market value it. 3 Take your time to read it, and my 3 analysis of the Term Loan collateral? question is simply, does this refresh your 4 MR. CALLAGY: Objection to form. 4 5 5 recollection as to whether Wells Fargo A. participated in the Term Loan. 6 б Do you know what the approximate O. 7 7 (The witness reviews the document.) net book value of the Term Loan collateral was A. 8 8 Based on their questions, it on the date that GM filed for bankruptcy? 9 appears they were an investor in the deal. 9 A. And the second e-mail from the top 10 10 Is there someone else at JPMorgan on the first page of this exhibit appears to be who would know that? 11 11 an e-mail from you to Mr. Quigley sent on 12 A. I don't know. 12 October 10th, 2008. Does that look to you to be 13 13 Are you aware of anyone, whether at an e-mail you sent to Mr. Quigley? 14 JPMorgan or elsewhere, who's conducted a fair 14 15 15 It appears to be, yes. market value analysis of the Term Loan And you're responding to a number 16 collateral? 16 Q. 17 of questions, and you write, "JPM as agent is 17 Not that I'm aware of. A. not responsible for ensuring that the collateral I'm handing you what's previously 18 18 value is correct." 19 been marked as Plaintiff's Exhibit 30. 19 MR. CALLAGY: These were marked in 20 Did someone have responsibility to 20 21 determine whether the collateral value with 21 earlier depositions.

22

23

24

25

Right.

Okav.

Who is Mardi Merjian?

He was the partner at Simpson

Q.

A.

Q.

A.

MR. CALLAGY: Objection to form.

General Motors, the borrower.

Is that information that General

respect to the Term Loan was correct?

22

23

24

25

A.

Q.

10 (Pages 37 to 40)

Page 37

Page 39

1	Thacher who worked on the synthetic lease	1	A. I assume they meant I was the
2	transaction.	2	contact at the bank that was responsible for the
3	Q. Did you communicate with	3	credit relationship.
4	Mr. Merjian in connection with the payoff of the	4	Q. In this checklist, turning to what
5	synthetic lease?	5	is page 4 of the checklist, it has the number 4
6	A. Yes.	6	on the bottom, there's a section 5 with the
7	Q. Did you communicate with anyone	7	title "general documentation" next to it. And
8	else at Simpson Thacher about the payoff of the	8	then underneath that there's a section A,
9	synthetic lease?	9	"termination of UCCs."
10	A. I don't recall any other	10	Do you recognize any of the three
11	conversations.	11	UCC financing statements referred to there?
12	Q. Another name that appears on this	12	MR. CALLAGY: As he sits here?
13	exhibit is Ryan Green. Who is Ryan Green?	13	Q. Yes, as you sit here today.
14	A. My understanding is he was an	14	A. As I sit here today, yes.
15	associate at Mayer Brown.	15	Q. Can you identify what they relate
16	Q. And did you communicate with	16	to?
17	Mr. Green in the course of the closing on the	17	A. My understanding is the first two,
18	payoff of the synthetic lease?	18	20925325 and 20925267, as I sit here today I
19		19	believe related to the synthetic lease
20	A. I don't believe I worked directly with him.	20	transaction. And 64168084 I believe relates to
21		21	
	Q. Generally speaking well, does	22	the Term Loan Credit Agreement.
22	this appear to you to be a chain of e-mails		Q. During the period leading up to the
23	withdrawn.	23	payoff of the synthetic lease, did you have any
24	I'm handing you what's previously	24	conversations with anyone about the financing
25	been marked as Exhibit 12. Is this an e-mail	25	statements listed there?
	Page	38	Page 40
1	you remember receiving?	1	MR. CALLAGY: On 5(A)?
2	A. I don't recall seeing it at the	2	MR. FISHER: Yes.
_	in I don't recam seeing it at the	_	1,110, 1,1011210, 1,00
3	time	3	A Not that I recall
3 4	O Do you have any reason to doubt you	3 4	A. Not that I recall. Of I'm handing you what's previously
4	Q. Do you have any reason to doubt you	4	Q. I'm handing you what's previously
4 5	Q. Do you have any reason to doubt you received it?	4 5	Q. I'm handing you what's previously been marked
4 5 6	Q. Do you have any reason to doubt you received it?A. No.	4 5 6	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break
4 5 6 7	Q. Do you have any reason to doubt you received it?A. No.Q. And the e-mail from Arun to you	4 5 6 7	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second?
4 5 6 7 8	 Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. 	4 5 6 7 8	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure.
4 5 6 7 8 9	 Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist 	4 5 6 7 8 9	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.)
4 5 6 7 8 9	 Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic 	4 5 6 7 8 9	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER:
4 5 6 7 8 9 10 11	Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic lease?	4 5 6 7 8 9 10	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER: Q. I'm handing you what's previously
4 5 6 7 8 9 10 11	Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic lease? A. I don't recall seeing this, no.	4 5 6 7 8 9 10 11	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER: Q. I'm handing you what's previously been marked as Plaintiff's Exhibit 31.
4 5 6 7 8 9 10 11 12 13	Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic lease? A. I don't recall seeing this, no. Q. If you look at the pages that are	4 5 6 7 8 9 10 11 12	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER: Q. I'm handing you what's previously been marked as Plaintiff's Exhibit 31. Does Plaintiff's Exhibit 31 appear
4 5 6 7 8 9 10 11 12 13 14	Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic lease? A. I don't recall seeing this, no. Q. If you look at the pages that are attached to this e-mail, do you have any reason	4 5 6 7 8 9 10 11 12 13	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER: Q. I'm handing you what's previously been marked as Plaintiff's Exhibit 31. Does Plaintiff's Exhibit 31 appear to you to be an e-mail forwarded to you by
4 5 6 7 8 9 10 11 12 13 14 15	Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic lease? A. I don't recall seeing this, no. Q. If you look at the pages that are attached to this e-mail, do you have any reason to doubt that you received a copy of that	4 5 6 7 8 9 10 11 12 13 14 15	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER: Q. I'm handing you what's previously been marked as Plaintiff's Exhibit 31. Does Plaintiff's Exhibit 31 appear to you to be an e-mail forwarded to you by Mr. Merjian?
4 5 6 7 8 9 10 11 12 13 14 15	Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic lease? A. I don't recall seeing this, no. Q. If you look at the pages that are attached to this e-mail, do you have any reason to doubt that you received a copy of that checklist?	4 5 6 7 8 9 10 11 12 13 14 15	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER: Q. I'm handing you what's previously been marked as Plaintiff's Exhibit 31. Does Plaintiff's Exhibit 31 appear to you to be an e-mail forwarded to you by Mr. Merjian? A. Yes.
4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic lease? A. I don't recall seeing this, no. Q. If you look at the pages that are attached to this e-mail, do you have any reason to doubt that you received a copy of that checklist? A. No.	4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER: Q. I'm handing you what's previously been marked as Plaintiff's Exhibit 31. Does Plaintiff's Exhibit 31 appear to you to be an e-mail forwarded to you by Mr. Merjian? A. Yes. Q. Did you receive a copy of the
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic lease? A. I don't recall seeing this, no. Q. If you look at the pages that are attached to this e-mail, do you have any reason to doubt that you received a copy of that checklist? A. No. Q. If you turn to the third page of	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER: Q. I'm handing you what's previously been marked as Plaintiff's Exhibit 31. Does Plaintiff's Exhibit 31 appear to you to be an e-mail forwarded to you by Mr. Merjian? A. Yes. Q. Did you receive a copy of the checklist that's attached to this e-mail?
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. Do you have any reason to doubt you received it? A. No. Q. And the e-mail from Arun to you refers to a checklist developed by Mayer Brown. Do you remember receiving a copy of a checklist in connection with the payoff of the synthetic lease? A. I don't recall seeing this, no. Q. If you look at the pages that are attached to this e-mail, do you have any reason to doubt that you received a copy of that checklist? A. No. Q. If you turn to the third page of this exhibit	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. I'm handing you what's previously been marked MR. CALLAGY: Can we take a break for a second? MR. FISHER: Sure. (Recess taken.) BY MR. FISHER: Q. I'm handing you what's previously been marked as Plaintiff's Exhibit 31. Does Plaintiff's Exhibit 31 appear to you to be an e-mail forwarded to you by Mr. Merjian? A. Yes. Q. Did you receive a copy of the checklist that's attached to this e-mail? A. I don't recall seeing it, but I see
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1	financing statements.	1	A. It appears to be a draft of the
2	During the period leading up to the	2	financing statement termination that related to
3	close of the synthetic lease transaction, I'll	3	the Term Loan.
4	just ask this question once so I don't have to	4	Q. You can set this whole exhibit
5	ask it ten times, did you have any discussions	5	aside.
6	with anyone about any of the financing	6	MR. FISHER: I'll ask the court
7	statements listed there?	7	reporter to mark as Plaintiff's Exhibit 42 a
8	A. No.	8	document numbered JPMCB STB 363 through 365.
9	MR. CALLAGY: This is, again,	9	(Exhibit 42 for identification,
10	during the period of time leading up you	10	Bates stamped JPMCB STB 363 through 365.)
11	stopped your question	11	Q. Would you describe generally what
12	MR. FISHER: Yes, yes. Right.	12	these e-mails relate to.
13	Q. In other words	13	A. These relate to the calculation of
14	MR. CALLAGY: I think the record	14	the expected payoff related to the unwind of the
15	as long as you confirm that that's the period of	15	synthetic lease transaction.
16	time. You're talking about October of 2008.	16	Q. And on the first page, the second
17	MR. FISHER: That's right.	17	e-mail in the chain appears to be an e-mail from
18	Q. Is it correct that the first time	18	you to Arun Sundaram, Jeffrey Holy, Ryan Green
19	you had any discussions with anyone about these	19	and Timothy Conder. You've already mentioned
20	financing statements was sometime after the GM	20	Mr. Sundaram. Who is Jeffrey Holy?
21	bankruptcy petition was filed?	21	A. I don't remember who he is.
22	A. Yes.	22	Q. And Timothy Conder?
23	Q. Can you pinpoint you said you	23	A. I don't recall.
24	learned about the termination statement that's	24	Q. One of the ccs on this e-mail is
25	at issue in this case after the GM bankruptcy	25	John Swint at JPMorgan. Who is Mr. Swint?
	Page 4	12	Page 44
	1 age		rage 11
1	case was filed. Can you be any more specific in	1	A. He works in our loan and agency
2			
	case was filed. Can you be any more specific in	1	A. He works in our loan and agency
2 3 4	case was filed. Can you be any more specific in locating in time the point at which you came to	1 2 3 4	A. He works in our loan and agency group. He's the person I referred to before in terms of having the loan information. Q. I'm handing you what's previously
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12 (Pages 45 to 48)

Page 45 Page 47 1 Bates stamped JPMCB 1643 through 1645.) 1 providing a drawdown notice. 2 Is the top portion of this exhibit MR. CALLAGY: Objection to form. 2 3 an e-mail that you received from Ryan Green? 3 Generally speaking, do you know 4 It appears to be, yes. 4 what that refers to? A. 5 5 O. And Mr. Green refers to comments MR. CALLAGY: I'm sorry, what is 6 "that"? 6 received from trustee's counsel. Do you 7 remember who trustee's counsel was? 7 "That" is a drawdown notice from Q. 8 8 RFC. A. 9 9 MR. CALLAGY: Are you talking about And who is the trustee being Q. 10 referred to there? 10 something in this document? 11 Α. I don't recall. 11 MR. FISHER: There's reference to 12 Who is BTMU? 12 O. it in the document. 13 BTMU is Bank of Tokyo Mitsubishi You can look at the document or 13 A. 14 who was an investor in the transaction. 14 just testify from memory. I'm just trying to get an understanding of what that was about. 15 Do you know whether JPMorgan 15 My recollection is that they had provided Mayer Brown with comments on any of the 16 16 certain requirements where they received funds 17 closing documents that related to the payoff of 17 18 the synthetic lease? 18 by a certain time of day, and if they don't, 19 19 they would draw down on the backup facility MR. CALLAGY: Objection to the 20 20 banks that provided the liquidity backstop. So form. 21 our objective was not to have to fund loans and 2.1 A. I'm not aware of JPMorgan giving 22 any comments. 22 repay them the same day. So we were trying to 23 make sure everything funded as early as 23 Turn to the second page of this 24 exhibit, there's an e-mail from you to Arun. 24 possible, otherwise they were going to have to draw down from the banks that were not 25 Does reading that e-mail refresh your 25 Page 46 Page 48 1 recollection as to the closing date of the --1 previously funded. refresh your recollection as to what was the 2 2 And JPMorgan was one of the 3 closing date of the synthetic lease payoff? 3 backstop facilities in the synthetic lease? MR. CALLAGY: Objection to the 4 4 Α. Yes. 5 5 Do you recall whether the synthetic form. 6 It refers to October 30th. Whether 6 lease payoff closed in a manner that allowed A. 7 7 it actually closed that day, I just don't JPMorgan to avoid the drawdown notice from RFC? 8 8 whether it was the 30th or 31st. MR. CALLAGY: Objection to form. 9 MR. FISHER: I'm going to ask the 9 I believe that to be the case, yes. court reporter to please mark as Plaintiff's 10 MR. FISHER: I'll ask the court 10 Exhibit 44 a document numbered JPMCB 1092 11 11 reporter to mark as Plaintiff's Exhibit 45 a 12 through 1098. 12 document numbered JPMCB 1230 through 1232. (Exhibit 45 for identification, 13 (Exhibit 44 for identification, 13 Bates stamped JPMCB 1092 through 1098.) 14 Bates stamped JPMCB 1230 through 1232.) 14 15 15 There's reference in these e-mails Mr. Duker, take whatever time you to a party identified as Guggenheim Partners. 16 need with this document. I don't expect to have 16 17 Do you have an understanding as to what 17 any substantive questions about it. My question 18 Guggenheim Partners is? is simply whether the top portion of the first 18 My recollection is that they were 19 page of this exhibit is an e-mail that you sent 19 related to the commercial paper issuer with that 20 20 to Mr. Green. 21 managed that process. 21 It appears to be, yes. A. 22 And the commercial paper issuer, 22 And below that, is that e-mail an 23 23 e-mail that Mr. Green sent to you? was that RFC? 24 24 It appears to be. A. I believe so, yes. A.

25

Q.

You can set that aside.

And there's discussion about RFC

25

Q.

13 (Pages 49 to 52)

	Page 49	9	Page 51
1	MR. FISHER: I'll ask the court	1	Q. Is there some rule of thumb that
2	reporter to mark as Plaintiff's Exhibit 46 a	2	people in the industry use to calculate
3	one-page document numbered JPMCB 1803.	3	arrangement fees?
4	(Exhibit 46 for identification,	4	MR. CALLAGY: Objection to form.
5	Bates stamped JPMCB 1803.)	5	A. I don't know.
6	Q. Does this document refresh your	6	Q. Is there someone else at JPMorgan
7	recollection as to the closing date payoff on	7	who was responsible for determining the fee?
8	the synthetic lease?	8	A. Donald Benson and David Walker
9	A. Yes.	9	would likely have been responsible for
10	Q. What was the closing date?	10	determining that fee.
11	A. October 30th.	11	Q. Are both Mr. Benson and Mr. Walker
12	Q. Who is David Walker?	12	on the investment banking side?
13	A. He's the investment banking	13	A. Yes. Mr. Benson's in our
14	coverage person for General Motors.	14	syndicated loan group.
15	Q. And what was your understanding of	15	Q. One of the ccs on this e-mail is
16	why Mr. Walker described the payoff as "good	16	Ann Kurinskas. Who is Ms. Kurinskas?
17	news"?	17	A. Ann Kurinskas is a special credits
18	MR. CALLAGY: Objection to the	18	officer with the bank. With our bank.
19	form.	19	Q. Did she work with you on the payoff
20	A. We were looking to reduce our	20	of the did she work with you on the amendment
21	exposure to General Motors at the time.	21	of the Term Loan?
22	MR. FISHER: I'm going to ask the	22	A. Yes.
23	court reporter to mark as Plaintiff's Exhibit 47	23	Q. Did she also work on the payoff of
24	a document numbered JPMCB MLB 490 through 494.		the synthetic lease?
25	(Exhibit 47 for identification,	25	A. No.
	Page 50)	Page 52
1	Bates stamped JPMCB MLB 490 through 494.)	1	Q. Who is Kevin Kelly?
2	Bates stamped JPMCB MLB 490 through 494.) Q. Is this an e-mail that you	1 2	Q. Who is Kevin Kelly?A. Kevin Kelly is internal legal
2	Bates stamped JPMCB MLB 490 through 494.) Q. Is this an e-mail that you received?	1 2 3	Q. Who is Kevin Kelly?A. Kevin Kelly is internal legal counsel.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Bates stamped JPMCB MLB 490 through 494.) Q. Is this an e-mail that you received? A. It appears to be, yes. Q. Who is Mr. Scheibe? A. He was one of the Morgan Lewis representatives that we worked with on the amendment to the Term Loan. Q. And do you recognize the attachment to this e-mail? A. I don't recall the document, but. Q. What does it appear to you to be? A. It appears to be the fee letter related to the first amendment. Q. Is that your signature on page 43? A. Yes. Q. Does looking at this fee letter refresh your recollection as to the amount of the fee that JPMorgan earned in connection with the amendment of the Term Loan? A. Yes. Q. What was the amount of that fee?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. Who is Kevin Kelly? A. Kevin Kelly is internal legal counsel. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 48 a document numbered JPMCB-1-1. (Exhibit 48 for identification, Bates stamped JPMCB-1-1.) Q. Is this form of document familiar to you? A. No. Q. Looking at it now, do you have any understanding of what this is? A. I'm really not sure. Q. Did JPMorgan receive a wire transfer from General Motors in March 2009 in the amount shown on the face of this document? A. I don't know. Q. Who would know? To your knowledge, who at JPMorgan would be familiar with these kinds of documents? MR. CALLAGY: Objection to form.

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Page 55

1 2	transfers of money made to JPMorgan related to the Term Loan?	1 2	Q. Eventually did you get the information that you were asking for in this
3	MR. CALLAGY: Objection to form.	3	e-mail?
4	A. I don't know.	4	MR. CALLAGY: Objection to form.
5	Q. Do you know how frequently GM made	5	A. I don't believe I ever received
6	interest payments under the Term Loan?	6	what I requested.
7	A. I don't recall.	7	Q. If you go up one e-mail, there's an
8	Q. Who would know the answer to that	8	e-mail from someone named Vince. Who is Vince?
9	question?	9	A. Vince Bolanini works in TCP
10	A. Our loan and agency group.	10	corporate.
11 12	Q. And specifically as it relates to	11 12	Q. Where is he located?
13	the GM relationship, who in the loan and agency	13	A. He's in New York.
$\frac{13}{14}$	group would know about any transfers that had come in from GM?	$\frac{13}{14}$	Q. And is that an e-mail you received
15		15	from I'm sorry, I didn't catch his last name. A. Bolanini.
16	A. John Swint. MR. FISHER: I'm going to ask the	16	
17	court reporter to mark as Plaintiff's Exhibit 49	17	Q. Is that an e-mail that you received from Mr. Bolanini?
18	an e-mail numbered JPMCB 217 to 218.	18	A. It appears to be, yes.
19	(Exhibit 49 for identification,	19	Q. And Mr. Bolanini writes, "For
20	Bates stamped JPMCB 217 through 218.)	20	collateral you need to send an e-mail to IB
21	Q. I'd like to start at the back of	21	Collateral Services."
22	this document, the second page, the last e-mail	22	Do you have an understanding as to
23	on that page. Is that an e-mail that you sent	23	what IB Collateral Services is?
24	to an address TCP_corporates@JPMChase.com?	24	A. I believe it's our group in Houston
25	A. It appears to be, yes.	25	that maintains copies of legal documents.
	·· ··- · · · · · · · · · · ·		
	Page !	54	Page 56
1		_	
1 2	Q. Do you recognize that TCP address?	1	Q. And then he writes, "and for UCC:
2	Q. Do you recognize that TCP address?A. Yes.	1 2	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that
2	Q. Do you recognize that TCP address?A. Yes.Q. What is that address?	1 2 3	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to?
2 3 4	Q. Do you recognize that TCP address?A. Yes.Q. What is that address?A. It's Traditional Credit Products.	1 2 3 4	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC
2 3 4 5	 Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct 	1 2 3 4 5	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued.
2 3 4	 Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et 	1 2 3 4	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this
2 3 4 5 6	 Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. 	1 2 3 4 5 6	 Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that
2 3 4 5 6 7	 Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. Q. Where is that group located? 	1 2 3 4 5 6 7	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that you've done at JPMorgan and its predecessors,
2 3 4 5 6 7 8	 Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. Q. Where is that group located? A. There's some people in New York, 	1 2 3 4 5 6 7 8	 Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that
2 3 4 5 6 7 8 9	 Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. Q. Where is that group located? A. There's some people in New York, some in Houston, I believe there are some in 	1 2 3 4 5 6 7 8 9	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that you've done at JPMorgan and its predecessors, did you communicate with this Lien Perfection
2 3 4 5 6 7 8 9	Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. Q. Where is that group located? A. There's some people in New York, some in Houston, I believe there are some in I'm not positive but I know there's also some	1 2 3 4 5 6 7 8 9	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that you've done at JPMorgan and its predecessors, did you communicate with this Lien Perfection Group in Bangalore? A. I don't recall.
2 3 4 5 6 7 8 9 10	 Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. Q. Where is that group located? A. There's some people in New York, some in Houston, I believe there are some in I'm not positive but I know there's also some groups in Bangalore. 	1 2 3 4 5 6 7 8 9 10	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that you've done at JPMorgan and its predecessors, did you communicate with this Lien Perfection Group in Bangalore? A. I don't recall. Q. To your recollection, is this the
2 3 4 5 6 7 8 9 10 11	 Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. Q. Where is that group located? A. There's some people in New York, some in Houston, I believe there are some in I'm not positive but I know there's also some groups in Bangalore. 	1 2 3 4 5 6 7 8 9 10 11 12	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that you've done at JPMorgan and its predecessors, did you communicate with this Lien Perfection Group in Bangalore? A. I don't recall.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. Q. Where is that group located? A. There's some people in New York, some in Houston, I believe there are some in I'm not positive but I know there's also some groups in Bangalore. Q. And the subject of the e-mail is "GM Term Loan," and it says, "Can we get a summary of legal/collateral documentation including details on all UCC filings?"	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that you've done at JPMorgan and its predecessors, did you communicate with this Lien Perfection Group in Bangalore? A. I don't recall. Q. To your recollection, is this the first time that you communicated with that group? A. I really don't know. Q. Your understanding of what this group does, where does that understanding come from?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. Q. Where is that group located? A. There's some people in New York, some in Houston, I believe there are some in I'm not positive but I know there's also some groups in Bangalore. Q. And the subject of the e-mail is "GM Term Loan," and it says, "Can we get a summary of legal/collateral documentation including details on all UCC filings?" Did you send that e-mail on May 6, 2009? A. It appears to be, yes. Q. Why did you make that inquiry on May 6, 2009? A. At that point in time we were	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that you've done at JPMorgan and its predecessors, did you communicate with this Lien Perfection Group in Bangalore? A. I don't recall. Q. To your recollection, is this the first time that you communicated with that group? A. I really don't know. Q. Your understanding of what this group does, where does that understanding come from? A. Hard to say. Q. You can't pinpoint a source. A. Yes. Q. It's just something you know.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. Do you recognize that TCP address? A. Yes. Q. What is that address? A. It's Traditional Credit Products. It's a middle office group that we can direct inquiries to related to documents, loans, et cetera. Q. Where is that group located? A. There's some people in New York, some in Houston, I believe there are some in I'm not positive but I know there's also some groups in Bangalore. Q. And the subject of the e-mail is "GM Term Loan," and it says, "Can we get a summary of legal/collateral documentation including details on all UCC filings?" Did you send that e-mail on May 6, 2009? A. It appears to be, yes. Q. Why did you make that inquiry on May 6, 2009?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. And then he writes, "and for UCC: Lien Perfection, Bangalore." What does that refer to? A. That's a group that tracks UCC filings that we've made and continued. Q. Had you before you received this e-mail, in connection with other work that you've done at JPMorgan and its predecessors, did you communicate with this Lien Perfection Group in Bangalore? A. I don't recall. Q. To your recollection, is this the first time that you communicated with that group? A. I really don't know. Q. Your understanding of what this group does, where does that understanding come from? A. Hard to say. Q. You can't pinpoint a source. A. Yes.

25 there's a series of numbers under General Motors

preparing for a potential filing.

appears to be the collateral for a GM revolver

that has been canceled. I am looking for the

collateral summary, copies of UCC filings, et

```
1
      Corporation. There's a number next to UCN. Do
                                                            1
                                                                 is the registry of UCC filings?
 2
      you have an understanding as to what that number
                                                            2
                                                                         I don't know.
                                                                    A.
                                                                         Have you ever had to consult that
 3
                                                            3
      refers to?
 4
                                                            4
                                                                registry in connection with any of your work at
         A.
               It's a customer identification
 5
                                                            5
      number.
                                                                 JPMorgan?
 6
                                                            6
                                                                          Other than requesting documentation
         O.
               Is that an internal JPMorgan
                                                                    A.
 7
      number?
                                                            7
                                                                 related to the Term Loan, I don't recall any
 8
                                                            8
                                                                 other times.
         Α.
               Yes.
 9
                                                            9
               And is that the customer number
                                                                    Q. So when you made this -- or really
         O.
                                                          10
                                                                 when -- now I don't remember his name. When
10
      used to refer to GM?
              I don't know if that's the correct
11
                                                          11
                                                                 Mr. Bolanini copied Lien Perfection in Bangalore
                                                          12
                                                                 on your request, was it your understanding that
12
      number or not.
                                                                 they -- in other words, this group in Bangalore
                                                          13
13
               And then there's LIO tracking
14
      number. What does that number refer to?
                                                          14
                                                                 would query the system to answer your question?
15
               That I don't know.
                                                          15
                                                                    A.
         Α.
               When you say that the Lien
                                                                    O.
                                                                          Aside from the Term Loan, did you
         O.
                                                          16
16
      Perfection Group in Bangalore tracks UCC
                                                                 contact -- or did you ask for information
17
                                                          17
18
      filings, do you know anything about their
                                                          18
                                                                 concerning other GM loans?
                                                          19
                                                                        MR. CALLAGY: Objection to form.
      practices?
19
                                                          20
                                                                    O. It's a bad question. During this
20
              MR. CALLAGY: Objection to the
                                                                 period of time, May 2009 through the bankruptcy
21
      form.
                                                          21
22
               My only understanding is that
                                                          22
                                                                 filing on June 1, 2009, did you make requests
      they -- when UCCs are filed, they register them
                                                          23
                                                                 for information about UCC filings that related
23
24
      in their systems and they would be responsible
                                                          24
                                                                 to GM loans other than the Term Loan?
      for notifying us if continuations are required.
25
                                                          25
                                                                          Not aware of any. The only other
                                                Page 58
                                                                                                           Page 60
                                                            1
 1
      Or likely they'd contact the lawyers involved.
                                                                 exposure we had related to the revolving credit
               Do you know whether the Lien
                                                            2
 2
                                                                 we weren't the admin agent or the collateral
 3
      Perfection Group in Bangalore runs any kind of
                                                            3
                                                                 agent on.
      periodic reviews of UCCs filed for JPMorgan's
 4
                                                            4
                                                                    Q.
                                                                         Looking at the first page of this
                                                                 document, there is an e-mail in the middle of
 5
      benefit?
                                                            5
 6
              MR. CALLAGY: Objection to form.
                                                            6
                                                                 the page from someone named Shwetha Ramesh. Is
 7
                                                            7
                                                                 that an e-mail that you received?
         A.
               No. I don't.
 8
                                                            8
               Do you know whether the termination
                                                                         It appears to be, yes.
                                                                    A.
 9
      statement that's at issue in this case was
                                                            9
                                                                    Q.
                                                                         Did Mr. Ramesh send you what you
      registered by the Lien Perfection Group in
                                                          10
                                                                had asked for?
10
      Bangalore?
                                                          11
11
                                                                    A.
                                                                         No.
12
         A.
               Not that I'm aware of.
                                                          12
                                                                    O.
                                                                         What did he send you?
                                                                         He sent me documentation related to
13
         O.
               Do you know that it was not or you
                                                          13
      don't know one way or the other?
                                                          14
                                                                 a previous facility that had been terminated.
14
                                                          15
                                                                          And the previous facility is the
15
               I don't know.
                                                                    O.
                                                          16
                                                                revolver?
16
               And when you say that this Lien
17
      Perfection Group registers UCC statements that
                                                          17
                                                                         A different -- not the Citibank
      are filed, what do you mean by "register"?
                                                          18
                                                                revolver, but there was another revolver that we
18
               They input them into our system.
                                                          19
                                                                had agented that was secured by the stock of
19
      So for a transaction they would receive from our
                                                                 General Motors Acceptance Corp.
20
                                                          20
21
      counsel a list of UCCs that were filed.
                                                           21
                                                                         And then going up one e-mail,
                                                                 there's an e-mail from you that says, "This
22
               And is that a system that you have
                                                          22
         O.
```

23

24

25

Who has access to that system that

23

24

25

access to?

A.

Q.

No.

16 (Pages 61 to 64)

Page 61 Page 63 1 cetera for the \$1.5 billion GM Term Loan. 1 steps. 2 Thanks." 2 Q. Did you ask anyone to perform a UCC 3 3 Did anyone at JPMorgan get back to search? 4 you before the bankruptcy filing with an answer 4 A. Not that I recall. 5 to that -- with that specific information? 5 MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 50 MR. CALLAGY: Asked and answered. 6 6 7 You can answer again. 7 a one-page document numbered JPMCB-1-2. 8 I don't recall receiving it. 8 (Exhibit 50 for identification, A. 9 At any point in time did someone at 9 Bates stamped JPMCB-1-2.) JPMorgan transmit that information to you? 10 You've already testified, 10 11 A. I don't remember. 11 Mr. Duker, that you're not familiar with this Did you get that information from 12 12 form of document. O. That's correct. some other source outside of JPMorgan? 13 13 A. 14 MR. CALLAGY: Objection to form. 14 And so I've put it before you only Could you repeat that? 15 A. 15 to the extent that it may help refresh your Yes. The UCC lien information recollection as to what I'm about to ask you, O. 16 16 17 pertaining to the Term Loan that you were asking 17 which is did JPMorgan receive any payments from 18 about in May 2009, did you get that information 18 GM in May 2009? 19 from any source during the period before the GM I don't know. 19 A. 20 20 bankruptcy filing? O. Would Mr. Swint know the answer to I don't know if I received it prior 2.1 2.1 A. that question? 22 to the bankruptcy. 22 MR. CALLAGY: Objection to the 23 23 MR. FISHER: Why don't we just take form. 24 a short five-minute break. Let me organize my 24 Is that a question you would expect Mr. Swint to know the answer to? 25 thoughts a little bit, which will help make this 25 Page 62 Page 64 1 go as quickly as possible. 1 A. I believe so. (Recess taken.) 2 2 MR. FISHER: I'm going to ask the 3 BY MR. FISHER: 3 court reporter to mark as Plaintiff's Exhibit 51 a document numbered JPMCB-1-17 through 26. 4 Mr. Duker, I've put back before you 4 Exhibit 49. The May 6, 2009 e-mail that starts 5 (Exhibit 51 for identification, 5 6 off this chain on the second page, to your б Bates stamped JPMCB-1-17 through 26.) 7 7 knowledge is that the earliest request that you Is this a document that you Q. 8 8 made for a summary of UCC filings related to the recognize? 9 GM Term Loan? 9 A. No. 10 10 A. I don't know. The heading on the document says "5/27/09, General Motors interim interest 11 Are you aware of any specific 11 12 requests that you made earlier than May 6, 2009? 12 payment." Do you know what that heading refers 13 A. 13 to? 14 14 Q. To your recollection, no one at It appears to be details on 15 15 JPMorgan ever got back to you with a summary of lenders' pro rata share of an interest payment. the UCC filings that related to the Term Loan? 16 Do you believe that this refers to 16 17 I don't recall receiving it. 17 an interest payment made under the Term Loan? A. I don't know. It's possible. What steps did you take to try to 18 18 Q. A. get that information? 19 Do you think that this is a 19 O. MR. CALLAGY: Objection to form. document that was prepared by someone at 20 20 21 Other than what he --21 JPMorgan? 22 Other than these e-mails, what 22 I don't know. I'm not familiar A. 23 23 other steps did you take to retrieve this with it. 24 24 information? Is there anyone in your group who 25 I don't know if I took any other 25 was responsible for calculating the pro rata

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West Court Reporting Services

expectation is we wanted to make sure that there

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share of lenders under the Term Loan?

Page 67

2	A. Loan and agency group, John Swint.	2	was still plenty of collateral to support the
3	Q. Is John Swint the head of that	3	\$1.5 billion Term Loan.
4	group?	4	Q. And did you form a view as to
5	A. No.	5	whether there was sufficient collateral to
6	Q. He's just a member of that group?	6	support the Term Loan?
7	A. Yes.	7	A. I don't know if we formed a view.
8	Q. Who else is in that group?	8	MR. CALLAGY: Mr. Fisher, you seem
9	A. That's a pretty big group.	9	to be going to a question about the value of the
10	Q. But John Swint is someone who	10	collateral, which we believe is beyond the scope
11	within the loan and agency group who had	11	of the proceeding that you've commenced. So I
12	responsibility for the GM relationship.	12	don't know if you're going to continue with
13	A. At the time, yes.	13	that, but we would object to the continuation of
14	MR. CALLAGY: Objection to form.	14	those types of questions.
15	Q. Is Mr. Swint still with JPMorgan?	15	MR. FISHER: It's all right. I
16	A. I believe so, yes.	16	note the objection. I don't expect to have very
17	MR. FISHER: I'm going to ask the	17	much more on that topic. It's an issue that
18	court reporter to mark as Plaintiff's Exhibit 52	18	perhaps we should discuss off the record as
19	a document numbered JPMCB 174 through 178.	19	well.
20	(Exhibit 52 for identification,	20	Q. Sitting here today, are you aware
21	Bates stamped JPMCB 174 through 178.)	21	that an attorney at Mayer Brown executed an
22	A. (The witness reviews the document.)	22	affidavit, signed an affidavit that concerns the
23	Q. Looking at the first e-mail on the	23	circumstances under which the termination
24	first page of this exhibit, is that an e-mail	24	statement was filed?
25	that you sent to Ms. Kurinskas?	25	A. Yes.
	Page 6	6	Page 68
1	A. It appears to be, yes.	1	Q. Did you become aware of that
2	Q. And would you describe, please,	2	through counsel or some other way?
3	what this e-mail concerns?	3	A. Through counsel.
4	A. I don't recall the specifics. But	4	Q. Were you involved in any way in the
5	based on my reading of it, we were trying to	5	preparation of that affidavit?
6	understand within the list of locations where we	6	A. No.
7	had M&E collateral, which ones were going to be	7	Q. Do you know who prepared that
8	sold to the new GM and which ones were closing.	8	affidavit?
9	Q. So in part, is this an analysis of	9	A. No.
10	a collateral value certificate that was provided	10	Q. Have you ever seen that affidavit?
11	to you by GM?	11	A. Yes.
12	MR. CALLAGY: Objection to form.	12	Q. I'm handing you what's previously
13	A. I don't think that's correct.	13	been marked as Exhibit 6. And I'll represent
14	Q. When you write in your e-mail at	14	that I don't see your name anywhere on the first
15	the end of that first e-mail the total is 1.1	15	page of this exhibit.
16	billion, what does that refer to?	16	Have you seen that e-mail that
17	A. I don't recall.	17	appears on the first page before? The first
18	Q. Do you know whether that figure	18	page of that transmittal e-mail with the

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A.

today?

A.

Yes.

message, have you ever seen that before?

And if you look at the next page

It looks familiar, yes.

and continuing, is that the Mayer Brown

affidavit that you recall having seen before

refers to the book value of collateral at plants

Why were you undertaking this

Again, I don't remember exactly

that were scheduled to close?

A.

Q.

analysis?

A.

It appears to be.

what was going on at the time, but my

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Page 69

Page 71

- And would you turn, please, to page 93 of this exhibit. Do you recognize the document that begins on page 93 and concludes on page 104?
- A. Yes, this was the termination agreement authorizing the termination of the synthetic lease transaction.
- And page 96, is that your signature?
 - A. Yes.

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- Q. And who prepared this termination agreement?
- I believe it was prepared by Mayer A. Brown.
- And this affidavit, the Robert O. Gordon affidavit, is dated June 18, 2009. Did you learn that the termination statement that's at issue in this case had been filed prior to June 18, 2009?
 - Α. I believe so.
- 20 Can you say how much prior? I'm 2.1 Q. coming back to something that came up at the 22 beginning of the deposition, which is just 23 trying to identify when you learned for the 24 first time. 25

Page 70

made a request on May 6, 2009 and to your recollection never received the UCC summary that you had requested? Could you repeat that, please? Α.

Were you concerned that you had

Were you concerned by the fact that O. you had made a request for UCC summary information about the Term Loan on May 6, 2009 and that you never received that information?

MR. CALLAGY: Objection to the form.

- A. I don't recall being concerned, no.
- Sitting here today, you know that O. the termination statement that's at issue in this case was filed in October 2008, correct?
 - Sitting here today, yes.
- Do you have an understanding as to how the fact of that filing back in October 2008 comes to the attention of the Lien Perfection Group in Bangalore?

MR. CALLAGY: Objection. Would you read that back, please.

(The pending question was read.) MR. CALLAGY: Who says it did? I'm

sorry, objection to the form of the question.

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MR. CALLAGY: He said he believes it was after the filing of the General Motors bankruptcy filing.

MR. FISHER: Yes.

I don't recall.

- So it was after the GM -- to the O. best of your knowledge, it was after the GM Chapter 11 case was commenced and on or before June 18, 2009.
 - A. Correct.
- Sitting here today, do you know whether there's anyone at JPMorgan who learned that the termination statement had been filed before the GM bankruptcy filing?
 - Α. No.
- Just so that I understand your O. answer, is it that you don't know whether there's someone else who may have learned before, or you know that there's no one who did?
 - I'm not aware of anyone who knew. A.
- 21 Did you complain to anyone at 22 JPMorgan about the fact that the Lien Perfection Group in Bangalore had not gotten you a UCC 23 24 summary for the Term Loan?
 - Not that I recall.

- Can you answer the question? O.
- I'm not aware that they were A. notified.
- Is it your understanding that --Q. and I'm not talking about the specific termination statement at issue in this case, but generally, is it your understanding that the job of the Lien Perfection Group is to register UCC filings that relate to JPMorgan collateral?

MR. CALLAGY: Objection to form.

- If you mean to register them and file them, no.
 - Q. I mean register them as in --
 - On our books and records. A.
- O. And put them into JPMorgan's books and records.
 - A. Yes.
 - The answer is yes? Q.
- Yes. I'm not aware that the bank is notified of UCC-3 terminations. So to my point before, I'm not sure whether they would have received notification of a termination.
- And I guess I'm asking -- do you have any understanding of how they go about performing that function -- withdrawn.

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Page 73

Page 75

Do you have any understanding of how they get the information that's necessary for them to input UCC financing statement information into JPMorgan's system?

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- I believe they received a closing checklist from our external counsel listing the UCCs that were filed in conjunction with a new transaction.
- And in connection with the payoff O. of the synthetic lease transaction, do you know whether the Lien Perfection Group in Bangalore received a copy of the closing checklist?
- I'm not aware of them receiving that.
- O. But not speaking about the synthetic lease transaction, your understanding is that in general they would receive such a closing checklist from JPMorgan's counsel on the transaction?

MR. CALLAGY: Objection to form.

- Related to new transactions, yes. A. I do not know -- I have no idea if they receive closing checklists related to closings -terminations of transactions.
 - Aside from Mr. Ramesh who we saw on Q.

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Page 74

sent to the TCP Corporates e-mail address? MR. CALLAGY: Objection to the form.

the information?

A.

Q.

- A. I don't know.
- Do you recall whether you received the documentation that you were asking for in this request?

closing documentation related to the synthetic

point in time you knew that the termination

closing of the synthetic lease transaction?

statement had been filed in connection with the

Yes, I knew that at this point.

Earlier when you talked about

closing checklists going to the Lien Perfection

to also have a copy of the closing checklist

Group in Bangalore, was it JPMorgan's practice

And that's why you were asking for

Were you inquiring because at this

lease closing in October of '08.

I believe so.

A. I don't recall receiving anything. MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 54 a document numbered JPMCB 69.

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an e-mail, do you know any of the other individuals who are part of this Lien Perfection Group in Bangalore?

- A. No.
- Do you know how many people work in the Lien Perfection Group in Bangalore?
 - A. No.

MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 53 a document with the number JPMCB 75.

(Exhibit 53 for identification.

Bates stamped JPMCB 75.)

- 13 That e-mail address,
 - TCP Corporates, during this period of time did that e-mail address go to Mr. Bolanini?
 - It's possible he received this.
- 17 Is this an e-mail that you sent on June 22nd, 2009? 18
 - It appears to be, yes. A.
 - At this point in time why is it that you were asking for documentation received in connection with the payoff of the synthetic
- 22 23 lease?
 - A. I don't recall exactly, but I expect that I wanted to see if we received any

(Exhibit 54 for identification, Bates stamped JPMCB 69.)

- Is the bottom e-mail an e-mail that you sent to Evelyn Dixon?
 - It appears to be, yes. A.
 - Who is Ms. Dixon? Q.
- Evelyn Dixon works in our loan A. documentation -- the group that keeps our loan documentation.
- And did you receive from Ms. Dixon the information you were asking for?
 - A. I don't recall.
- And then going up an e-mail, it appears that you forwarded your e-mail to Ms. Dixon to Ms. Rarich and Ms. Tippitt. Who are they?
- I believe they were other individuals that worked in the same group.
- And did you get a response from them?
 - I don't recall. A.

MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 55 a document numbered JPMCB-1-287 through 289.

(Exhibit 55 for identification,

Page 79

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1
      Bates stamped JPMCB-1-287 through 289.)
                                                             1
                                                                           And you don't know one way or
 2
               Is that a letter that you sent on
                                                             2
                                                                  another whether a termination statement was
      or about June 30, 2009?
 3
                                                             3
                                                                  filed following the payoff of the Term Loan?
 4
                                                             4
                                                                          I do not.
         A.
               Yes.
                                                                      A.
 5
                                                             5
                                                                           Were you involved in the
         Q.
               Towards the bottom of the first
                                                                      Q.
                                                                  documentation that concerned the payoff of the
 6
      page there's reference to amounts outstanding
                                                             6
 7
      under the loan agreement and the other loan
                                                             7
                                                                  Term Loan?
 8
      documents. And the number there is in excess of
                                                             8
                                                                           I was involved in the preparation
                                                             9
 9
                                                                  of the payoff letter. That's the only thing I
      1.4 billion.
                                                           10
10
              Do you know whether the amount
                                                                  recall.
11
      stated there was ultimately transferred from GM
                                                           11
                                                                      O.
                                                                           Earlier when we looked at the
                                                           12
                                                                  Gordon affidavit, we looked at an exhibit which
12
      to JPMorgan?
                                                           13
               I don't recall, but I would assume
                                                                  was something called the termination agreement
13
         Α.
14
      so.
                                                           14
                                                                  that related to the synthetic lease. Do you
                                                                  know whether there was any termination agreement
15
         Q.
               On the second page of that exhibit,
                                                           15
      next to the entry that has a C next to it
                                                                  that related to the payoff of the Term Loan?
                                                           16
16
      there's a $3.8 million number for estimated
                                                                          MR. CALLAGY: Objection to the
17
                                                           17
18
      LIBOR breakage costs. What does that refer to?
                                                           18
                                                                  form.
                                                           19
19
               Generally in credit agreements, if
                                                                     A.
                                                                           I'm not aware of any.
      a borrower puts on a loan for some period of
                                                           20
                                                                           In connection with the synthetic
20
      time, whether it be three months, six months,
                                                           2.1
                                                                  lease -- the payoff of the synthetic lease
21
22
      since banks match fund, that loan, if it's
                                                           22
                                                                  transaction, it's your understanding that Mayer
                                                           23
                                                                  Brown, borrower's counsel, caused the mistake in
23
      broken early, there may be costs associated with
24
      having to reinvest those funds at a different
                                                           24
                                                                  the termination statement to be filed?
      interest rate. So credit agreements provide for
25
                                                           25
                                                                          MR. CALLAGY: Objection to form.
                                                                                                             Page 80
                                                                           I believe so.
 1
      lenders to be reimbursed for any loss that they
                                                             1
                                                                     A.
 2
      incur related to the breakage of those loans.
                                                             2
                                                                           And in your experience, is it
                                                                      Q.
 3
              And the next entry on that list is
                                                             3
                                                                  typical for borrower's counsel to file
      an amount $448.884 in fees and disbursements of
 4
                                                             4
                                                                  termination statements?
 5
      Morgan Lewis. What do those fees and
                                                             5
                                                                           Situations vary. I've seen it
 б
      disbursements relate to?
                                                             б
                                                                  before.
 7
                                                             7
             I don't have specifics but in
                                                                           In your experience, how does the
                                                             8
      conjunction with their work on the first
 8
                                                                  borrower's counsel learn -- withdrawn.
 9
      amendment and thereafter up through this date.
                                                             9
                                                                          Have you been involved in other
              And following the payoff of the
                                                           10
                                                                  transactions, aside from the payoff of this
10
      Term Loan, was a UCC amendment filed terminating
                                                                  synthetic lease transaction, where borrower's
11
                                                           11
      the financing statement that relates to the Term
                                                                  counsel caused the filing of the termination
12
                                                           12
13
      Loan?
                                                           13
                                                                  statements?
14
             I don't know.
                                                           14
                                                                           I'm not aware of specific examples,
         A.
                                                                      A.
                                                           15
15
             MR. FISHER: I'm going to ask the
                                                                  but it would not be unusual.
      court reporter to mark as Plaintiff's Exhibit 56
                                                           16
                                                                           Do you generally think that you
16
17
      a document numbered JPMCB MLB 2387 to 2388.
                                                           17
                                                                  have been involved in such transactions and you
             (Exhibit 56 for identification,
                                                                  just can't recall any specific transaction right
18
                                                           18
      Bates stamped JPMCB MLB 2387 through 2388.)
                                                           19
                                                                  now?
19
              Mr. Duker, I don't see you anywhere
20
                                                           20
                                                                     A.
      on this e-mail chain. Have you previously seen
21
                                                           21
                                                                           And do you know whether in those
                                                                      Q.
22
      any of these e-mails before?
                                                           22
                                                                  other transactions there was a document called a
23
         A. I don't recall seeing this.
                                                           23
                                                                  termination agreement?
24
               You do recall?
                                                           24
                                                                           I don't know.
         Q.
                                                                      A.
25
         A.
              I don't recall.
                                                           25
                                                                      Q.
                                                                           Can you think of any specific
```

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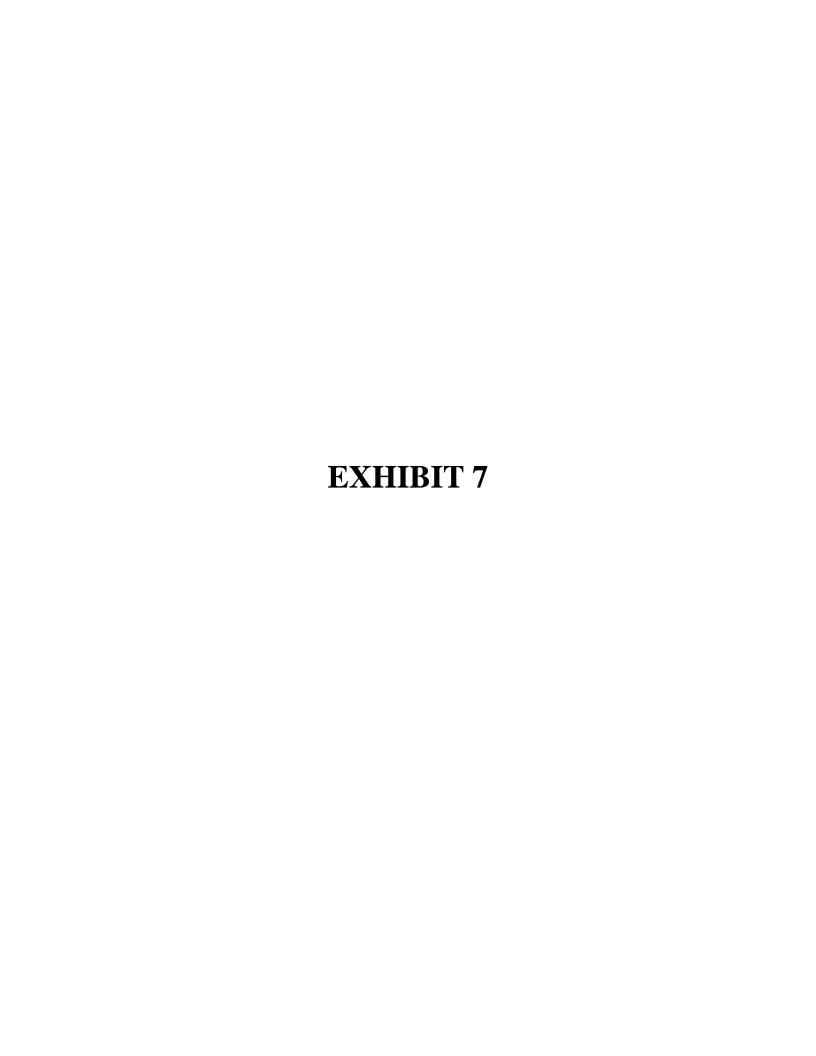
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21 (Pages 81 to 84)

1 transaction that you were involved with, aside 1 aside from counsel, have you had any discussions with anyone about that termination statement? 2 from the payoff of the synthetic lease, in which 2 borrower's counsel arranged for any UCC 3 3 MR. CALLAGY: Other than he's 4 termination statements to be filed? 4 testified, you asked him questions about it 5 5 Α. throughout the course of the day. Other than anything as to which you 6 In an effort to make this exhibit 6 O. 7 somewhat more legible, we blew it up, but it 7 may have already testified, can you think of 8 still is somewhat hard to read. 8 anyone else with whom you've had a discussion 9 about the termination statement who was not 9 MR. FISHER: I'm going to ask the court reporter to mark as Plaintiff's Exhibit 57 10 serving as counsel to JPMorgan? 10 11 a document numbered JPMCB-1-27 through 31. 11 A. I'm sure it's come up by this point. I'm just trying to remember any (Exhibit 57 for identification. 12 12 specifics. I do now recall that we had a Bates stamped JPMCB-1-27 through 31.) 13 13 14 Is Plaintiff's Exhibit 57 a 14 meeting with some senior people in the bank, document that you recognize? 15 15 Steve Black. No. 16 MR. CALLAGY: Counsel was at that A. 16 17 O. Do you have any understanding as to 17 meeting. You can identify who was there but not 18 who prepared this document? 18 to say what was discussed. 19 A. I do not. Counsel from Morgan Lewis was in 19 20 attendance, internal counsel. I don't recall 20 Do the names listed on this document appear to you to be parties who were who was all there when this topic came up. 2.1 21 lenders under the Term Loan as of the date that 22 22 Q. When was that meeting? the Term Loan was paid off? 23 23 A. I don't know. 24 A. I don't know the answer. 2.4 Was it after -- it was sometime 25 Who would know the answer to that? 25 after you had already known that the termination Q. Page 84 Page 82 statement had been filed? 1 A. The loan and agency group. 1 And in the loan and agency group, 2 2 A. Yes. 3 specifically would that be Mr. Swint? 3 O. Since learning that the termination statement had been filed, have you had 4 A. Yes. 4 5 5 communications with Mr. Merjian? MR. FISHER: John, if it's okay б with you, why don't we take a short break and I б A. I have not. 7 7 think I may be either done or very close to I thank you for your time, I don't 8 8 have any further questions. done. 9 MR. CALLAGY: Okay. 9 MR. CALLAGY: I have no questions. 10 (TIME NOTED: 12:48 p.m.) 10 (Recess taken.) 11 BY MR. FISHER: 11 I just have a few more questions. 12 12 Mr. Duker, did you do anything to 13 13 RICHARD W. DUKER prepare for today's deposition? 14 14 15 15 A. Subscribed and sworn to before me 16 Did you meet with anyone to prepare 16 this day of , 2010. Q. 17 for today's deposition? 17 Yes. 18 A. 18 Who did you meet with? 19 19 O. My colleagues here from Kelley 20 A. 20 21 21 Drye. Anyone else? 22 22 Q. 23 23 No. A. 24 And concerning the termination 24 O. 25 statement that's the subject of this lawsuit, 25

22 (Pages 85 to 88)

	Page 8	5	Page 87
1	CERTIFICATE	1	INDEX
2	STATE OF NEW YORK)	2	WITNESS EXAMINATION BY PAGE
3	: SS.	3	Mr. Duker Mr. Fisher
4	COUNTY OF NEW YORK)	4	M. Buker M. Histor
5	coefficient forms	5	EXHIBITS
6	I, SUZANNE PASTOR, a Shorthand	6	PLAINTIFF'S DESCRIPTION PAGE
7	Reporter and Notary Public within and for the	7	Exhibit 36 JPMCB-1-60 through 1-26 12
8	State of New York, do hereby certify:	8	Exhibit 37 JPMCB CSM 112 through 158 13
9	That RICHARD W. DUKER, the witness	9	Exhibit 38 MB 5358 through 5362 14
10	whose deposition is hereinbefore set forth, was	10	Exhibit 39 JPMCB STB 896 through 1033 15
11	duly sworn by me and that such deposition is a	11	Exhibit 40 JPMCB 231 through 232 29
12	true record of the testimony given by the	12	Exhibit 41 JPMCB 944 through 945 33
13	witness.	13	Exhibit 42 JPMCB STB 363 through 365 43
14	I further certify that I am not	14	Exhibit 43 JPMCB 1643 through 1645 44
15	related to any of the parties to this action by	15	Exhibit 44 JPMCB 1092 through 1098 46
16	blood or marriage, and that I am in no way	16	Exhibit 45 JPMCB 1230 through 1232 48
17	interested in the outcome of this matter.	17	Exhibit 46 JPMCB 1803 49
18	IN WITNESS WHEREOF, I have hereunto	18	Exhibit 47 JPMCB MLB 490 through 494 49
19	set my hand this day of, 2010.	19	Exhibit 48 JPMCB-1-1 52
20		20	Exhibit 49 JPMCB 217 through 218 53
21		21	Exhibit 50 JPMCB-1-2 63
22		22	Exhibit 51 JPMCB-1-17 through 26 64
23		23	Exhibit 52 JPMCB 174 through 178 65
24	SUZANNE PASTOR	24	Exhibit 53 JPMCB 75 74
25		25	Exhibit 54 JPMCB 69 76
	Page 8	6	Page 88
1 2	Page 8 STATE OF NEW YORK.) ss:	1	EXHIBIT INDEX (Continued):
	STATE OF NEW YORK.) ss: COUNTY OF NEW YORK)	1 2	EXHIBIT INDEX (Continued): EXHIBIT DESCRIPTION PAGE
2 3 4	STATE OF NEW YORK.) ss: COUNTY OF NEW YORK) I wish to make the following changes, for the following reasons:	1 2 3	EXHIBIT INDEX (Continued): EXHIBIT DESCRIPTION PAGE Exhibit 55 JPMCB-1-287 through 289 76
2 3 4 5	STATE OF NEW YORK.) ss: COUNTY OF NEW YORK) I wish to make the following changes, for the following reasons: PAGE LINE CHANGE FROM:	1 2 3 4	EXHIBIT INDEX (Continued): EXHIBIT DESCRIPTION PAGE Exhibit 55 JPMCB-1-287 through 289 76 Exhibit 56 JPMCB MLB 2387 through 2388 78
2 3 4	STATE OF NEW YORK.) ss: COUNTY OF NEW YORK) I wish to make the following changes, for the following reasons: PAGE LINE CHANGE FROM: CHANGE TO:	1 2 3 4 5	EXHIBIT INDEX (Continued): EXHIBIT DESCRIPTION PAGE Exhibit 55 JPMCB-1-287 through 289 76
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Sylve, Frances

From:

Green, Ryan

ent:

Tuesday, October 07, 2008 3:21 PM

To: Cc: Perlowski, Michael J. Gonshorek, Stewart C.

Subject: GM - 00652500

Per my voice message, please run full UCC searches relating to the following:

Borrower: General Motors Corporation

Agent: JPMorgan Chase Bank

States: Michigan and Delaware

I would like a list of the UCCs that need to be terminated. Let me know if you need anything else.

Thanks, Ryan

Ryan C. Green
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Tel: 312 701 8032
Fax: 312 706 9268

ryan.green@mayerbrown.com

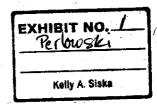




EXHIBIT NO. Perlowski

Keliy A. Sisk

Sylve, Frances

From:

Green, Ryan

Sent:

Tuesday, October 07, 2008 5;17 PM

o: Subject: Perlowski, Michael J.

RE: General Motors Corporation / JPMorgan--- Delaware Financing Statement Filings

Per our conversation, the trust under this facility is Auto Facilities Real Estate Trust 2001-1.

Ryan

From:

Perlowski, Michael J.

Sent:

Tuesday, October 07, 2008 4:39 PM

To:

Green, Ryan

Gonshorek, Stewart C.

Subject:

General Motors Corporation / JPMorgan -- Delaware Financing Statement Filings

Ryan --

Any effective financing statement of record against General Motors Corporation ("GM") would be of record with the Office of the Delaware Secretary of State. GM was formed in Delaware.

I completed a search identical to the one you requested earlier in the year for Jamie. Given that as of May 7, 2008 there were 1,777 filings of record against GM in Delaware, we obtained a list of filings of record against GM and requested copies of those filings in favor of JPMorgan Chase Bank which are attached below.

A full search against GM in Delaware would amount to a significant sum. Please let me know if we need to obtain a current list of filings of record against GM in Delaware or if what we did earlier this year is sufficient for your urposes.

Mike

From:

Perlowski, Michael J.

Sent:

Wednesday, June 04, 2008 6:46 PM

To:

Romick, Jamie L. Hardy, Cole C.

Subject:

GM Facilities Trust No. 1999-1 — Wells Fargo / JPMorgan Delaware Financing Statement Filings

<< File: Part I-- GM Facilities Trust.pdf >> << File: Part II - GM Facilities Trust.pdf >> << File: JPMorgan Filings.pdf >>

Jamie --

Attached are the results of the search we conducted for financing statements made of record against GM Facilities Trust No. 1999-1 with the Office of the Delaware Secretary of State.

The following filings are still active, specifically:

- 1.) in lieu of filing as to a financing statement originally filed in Maryland as to certain real property located in Baltimore County, Maryland in favor of Wells Fargo Bank Northwest, N.A., as Agent (file number 4193449 8, file date July 9, 2004) --- (Wilmington Trust Company, as Owner Trustee, also named as Debtor)
- 2.) in lieu of filing as to a financing statement originally filed in Tennessee as to certain real property located in Shelby County, Tennessee in favor of Wells Fargo Bank Northwest, N.A., as Agent (file number 4193457 1, file date July 2004) --- (Wilmington Trust Company, as Owner Trustee, also named as Debtor)
 - in lieu of filing as to a financing statement originally filed in West Virginia as to certain real property located in

Berkeley County, West Virginia in favor of Wells Fargo Bank Northwest, N.A., as Agent (file number 4193467 0, file date July 9, 2004)

- 4.) financing statement as to certain real property located in Baltimore County, Maryland in favor of Wells Fargo Bank Northwest, N.A., as Agent (file number 4200984 5, file date July 16, 2004) --- (Wilmington Trust Company, as Owner Trustee, also named as Debtor)
- 5.) financing statement as to certain real property located in Shelby County, Tennessee in favor of Wells Fargo Bank Northwest, N.A., as Agent (file number 4200996 9, file date July 16, 2004) ---- (Wilmington Trust Company, as Owner Trustee, also named as Debtor)
- 6.) financing statement as to certain real property located in Bucks County, Pennsylvania in favor of Wells Fargo Bank Northwest, N.A., as Agent (file number 4201007 4, file date July 16, 2004) --- (Wilmington Trust Company, as Owner Trustee, also named as Debtor)
- 7.) financing statement as to certain real property located in Berkeley County, West Virginia in favor of Wells Fargo Bank Northwest, N.A., as Agent (file number 4201028 0, file date July 16, 2004).
- 8.) financing statement as to certain real property located in Denton County, Texas in favor of Wells Fargo Bank Northwest, N.A., as Agent (file number 4201031 4, file date July 16, 2004)

Also attached hereto are copies of active financing statements that are of record in Delaware against General Motors Corporation and in favor of JPMorgan Chase Bank, specifically:

- 1.) filling as to leased equipment and related collateral (subsequently assigned to The Bank of New York Trust Company, N.A.) (file number 2085254 5, file date April 5, 2002)
- 2.) blanket-type filing as to certain real property located in Marion County, Indiana and Will County, Illinois (file number 2092526 7, file date April 12, 2002)
- 3.) filing as to certain equipment and fixtures and related collateral located at certain specific facilities (file number 6416808 4, file date November 30, 2006)

Please let me know if you have any questions or if I can be of any other assistance.

-- Mike

From:

Perlowski, Michael J.

Sent:

Monday, June 02, 2008 11:05 AM

To:

Romick, Jamie L.

Subject:

General Motors Corporation — Wells Fargo / JPMorgan Delaware Financing Statement Filings

Jamie --

There are a number of attachments to each of the Wells Fargo filings and each UCC amendment or filing subsequent to the original financing statement filing is deemed a separate copy request. The Secretary of State won't limit copy requests to face pages or original filings only with the result that our request for documents will cost approximately \$1,000 - \$1,500. If the attachments to the filings are particularly lengthy, the costs could exceed \$1,500.

Please let me know if you want to proceed with the copy request.

---- Mike

From:

Romick, Jamie L.

Sent: to: Friday, May 30, 2008 4:55 PM

Cc:

Perlowski, Michael J. Hardy, Cole C.

Subject:

FW: General Motors Corporation -- Wells Fargo / JPMorgan Delaware Financing Statement Filings

Mike,

Thanks for this. Please send me the following:

-copies of the 3 active JP Morgan UCC's

- since you say it's just a nominal fee, let's get copies of the Wells Fargo UCC's that you list below that are active. I'd like to run through them to be safe.

For Auto Facilities Trust- was there a time period you limited your search to? I see that you found no results and just wanted to see if that was perhaps because we narrowed our search to a specific time frame.

I note that we didn't ask you for one key search: GM Facilities Trust No. 1999-1, as debtor, Wells Fargo as secured party.

How long will it take to get all of this?

Cole, after I review the above I'll let you know if any of them are applicable.

Thanks so much,

Jamie

Jamie L. Romick Mayer Brown LLP 11 S. Wacker Drive Chicago, IL 60606 Phone: 312-701-8943

Phone: 312-701-8942 Fax: 312-706-8426

Email: jromick@mayerbrown.com

From:

Perlowski, Michael J.

Sent:

Thursday, May 22, 2008 1:20 PM Hardy, Cole C.; Romick, Jamle L.

Subject:

General Motors Corporation -- Wells Fargo / JPMorgan Delaware Financing Statement Filings

<< File: Auto Facilities Real Estate Trust.pdf >> << File: JPMorgan.pdf >> << File: Wells Fargo.pdf >>

Cole / Jamie --

As of May 7, 2008, there had been 1,777 financing statements made of record against General Motors Corporation with the Office of the Delaware Secretary of State. We obtained a list of the fillings from the Secretary of State's office, excerpts of which are attached hereto.

With respect to filings made in favor of JPMorgan Chase, there appear to have been six (6) made of record, three (3) of which still appear to be effective. The filing dates are as follows:

1.) April 5, 2002

2.) April 12, 2002

3.) September 13, 2002 (terminated December 26, 2007)

- 4.) September 17, 2002 (terminated December 26, 2007)
- 5.) November 30, 2006
- 6.) June 22, 2007 (terminated January 7, 2008)

As for filings made in favor of Wells Fargo Bank Northwest, National Association, there appear to have been fifty-six (56) made of record, only one (1) of which appears to have been terminated. The filing dates for those financing statements still active are as follows:

- 1.) December 19, 2001 (eight filings were effected on December 19, 2001)
- 2.) December 23, 2003
- 3.) March 24, 2004
- 4.) July 2, 2004
- 5.) July 9, 2004 (four filings were effected on July 9, 2004)
- 6.) July 16, 2004 (seven filings were effected on July 16, 2004)
- 7.) September 14, 2004
- 8.) September 17, 2004 (six filings were effected on September 17, 2004)
- 9.) September 20, 2004
- 10.) September 30, 2004 (five filings were effected on September 30, 2004)
- 11.) October 26, 2004



- 12.) October 28, 2004
- 13.) March 28, 2005
- 14.) March 30, 2005 (six filings were effected on March 30, 2005)
- 15.) April 5, 2005 (five filings were effected on April 5, 2005)
- 16.) April 11, 2005 (six filings were effected on April 11, 2005)
- 17.) June 23, 2005

We also conducted a search for fillings of record in Delaware against Auto Facilities Real Estate Trust No. 2001-1. The search reported no fillings of record. The results of the search are attached hereto with copies of selected pages from the list of fillings effected against General Motors Corporation.

I'm unsure which filings, if any, might be responsive to your requests. You indicated that the JPMorgan filing would likely have been effected in May 2003. There would appear not to have been any filings effected against GM by JPMorgan in 2003. In any event, we could obtain copies of all of the JPMorgan filings at a nominal cost.

As for the Wells Fargo filings, there wouldn't appear to be any filings specific, or even close, to the 1999, 2000 and 2002 dates.

Please let me know how you might want to proceed.

-- Mike

From:

Hardy, Cole C.

Sent: To:

Tuesday, May 13, 2008 1:43 PM Perlowski, Michael J.

Subject:

RF:

Mike.

I was able to look up the months and years of the closings for the properties

Secured Parties JPMorgan Chase Bank

- MS Property - May 5, 2003

Wells Fargo Bank Northwest, N.A.

- TN Property November 18, 1999
- WV Property April 25, 2000
- PA Property March 22, 2002

Sorry for the confusion.

Cole

From:

Perlowski, Michael J.

Sent:

Tuesday, May 13, 2008 12:38 PM

To: Cc:

Hardy, Cole C

Romick, Jamie L.

Subject:

Some might consider that to be somewhat of a broad timeframe. Do you know when the financings would have closed in 1999 or 2004, what month??



rom:

Hardy, Cole C.

Tuesday, May 13, 2008 12:32 PM

To: Cc:

Perlowski, Michael J.

Romick, Jamie L.

Mike.

They should've been filed in either 1999 or 2004 (some properties were refinanced then). The secured parties would have been JPMorgan Chase Bank (MS property) or Wells Fargo Bank Northwest, N.A. (TN, WV and PA properties). Thanks. Let me know if you need anymore information.

Cole

From:

Perlowski, Michael J.

Sent:

Tuesday, May 13, 2008 12:27 PM

Cc:

Hardy, Cole C. Romick, Jamie L.

Subject:

RE:

Cole --

The UCC records are organized by Debtor name, not by collateral description. As you know, a search against General Motors would produce hundreds of filings. Do you have a timeframe, a short one, during which the financing statements to be terminated might have been made of record and who the secured parties might have been?

-- Mike



From:

Hardy, Cole C.

Sent:

Tuesday, May 13, 2008 10:36 AM

To:

Perlowski, Michael J.

Cc: Subject: Romick, Jamie L.

. -

Mike,

I was wondering if you could search for UCCs filed with the Delaware SOS for the following entities as debtors:

- 1) General Motors Corporation
- 2) Auto Facilities Real Estate Trust No. 2001-1

The property in the deal is located in the following town:

Brandon, Rankin County, Mississippi

ALSO,

I need any UCCs filed with the Delaware SOS with General Motors as the Debtor for the following properties:

200 Cabot Blvd. E., Langhorne, PA 19047 5115 Pleasant Hill Rd., Memphis, TN 38118 608 Caperton Blvd., Martinsburg, WV 25401

The purpose of these searches is for UCC Terminations.

Matter Number is 07146537. Thanks.

Cole



Gonshorek, Stewart C.

rom: ent:

Cc:

Perlowski, Michael J.

Thursday, October 09, 2008 1:37 PM

Green, Ryan

Gonshorek, Stewart C.

Subject:

Auto Facilities Real Estate Trust 2001-1 / General Motors Corporation--JPMorgan

Attachments:

Auto Facilities Real Estate Trust 2001-1.pdf; GM - JPMorgan -- Indiana.pdf; GM - JPMorgan -- equipment -- fixtures.pdf







Auto Facilities Real Estate Tr...



GM - JPMorgan -equipment -- ...



Ryan --

Attached are copies of the two active financing statements of record in Delaware against General Motors Corporation and in favor of JPMorgan Chase Bank and the results of a search conducted with the Office of the Delaware Secretary of State for financing statements of record against Auto Facilities Real Estate Trust 2001-1.

The filings in favor of JPMorgan Chase Bank, as Administrative Agent, are as follows:

1.) blanket-type financing statement as to real property and related collateral located in Marion County, Indiana (file number 1920267) in date April 12, 2002); and

2.) financing statement as to equipment, fixtures and related collateral located at certain U.S. manufacturing facilities e number 16,000 and 18,000 November 30, 2006).

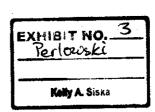
As for Auto Facilities Real Estate Trust 2001-1, the active filings of record are as follows:

1.) blanket-type financing statement as to real property and related collateral located in Marion County, Indiana (file number 2023) and

2.) blanket-type financing statement as to real property and related collateral located in Wayne County, Michigan file number 2007 1919660 the date May 21, 2007).

Please let me know if you have any questions or if I can be of any other assistance.

--- Mike



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

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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).

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

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"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 <u>Documents</u>": 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

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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.

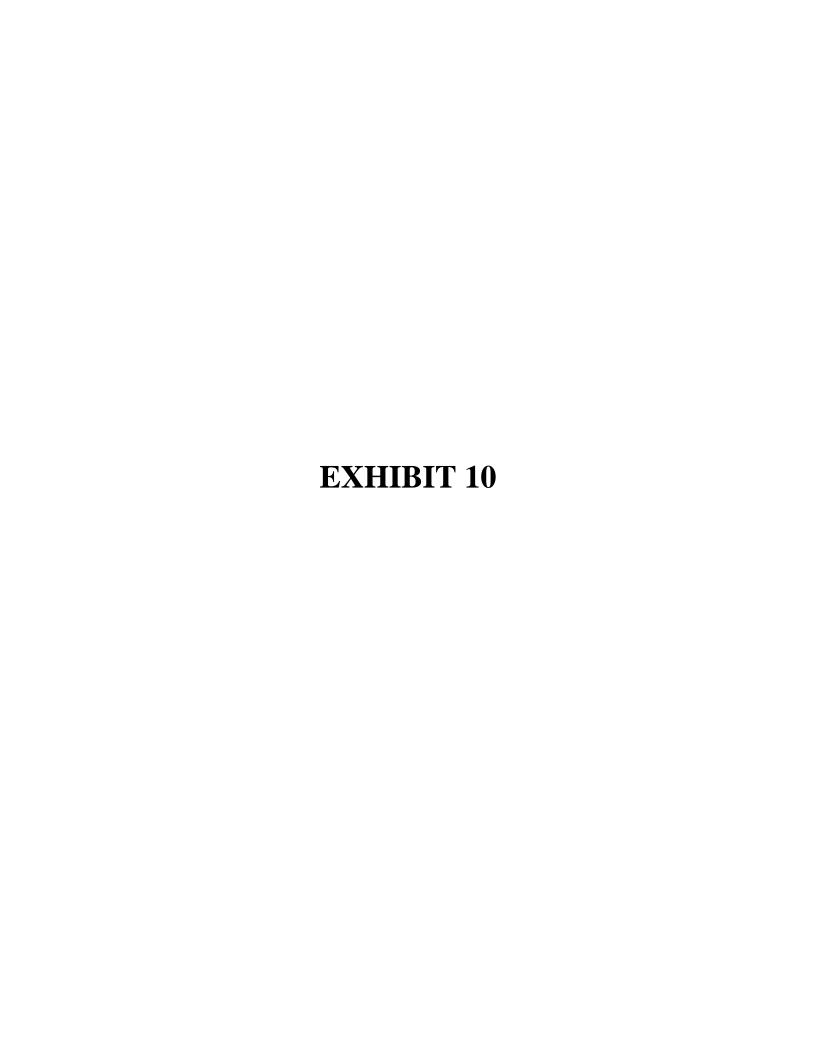
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Schedule 1 to Annex 1 to UCC-1 Financing Statement

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	М
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	Ml
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	М
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

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Sylve, Frances

From: Sent: Perlowski, Michael J.

Thursday, October 09, 2008 1:37 PM.

To:

Green, Ryan

Cc:

Gonshorek, Stewart C.

Subject:

Auto Facilities Real Estate Trust 2001-1 / General Motors Corporation--JPMorgan

Attachments:

Auto Facilities Real Estate Trust 2001-1.pdf; GM - JPMorgan -- Indiana.pdf; GM - JPMorgan -- equipment -- fixtures.pdf







Auto Facilities Real Estate Tr... GM - JPMorgan --Indiana.pdf

GM - JPMorgan -- equipment -- ...

Ryan --

Attached are copies of the two active financing statements of record in Delaware against General Motors Corporation and in favor of JPMorgan Chase Bank and the results of a search conducted with the Office of the Delaware Secretary of State for financing statements of record against Auto Facilities Real Estate Trust 2001-1.

The filings in favor of JPMorgan Chase Bank, as Administrative Agent, are as follows:

- 1.) blanket-type financing statement as to real property and related collateral located in Marion County, Indiana (file number 2092526 7, file date April 12, 2002); and
- financing statement as to equipment, fixtures and related collateral located at certain U.S. manufacturing facilities (file number 6416808 4, file date November 30, 2006).

As for Auto Facilities Real Estate Trust 2001-1, the active fillings of record are as follows:

- 1.) blanket-type financing statement as to real property and related collateral located in Marion County, Indiana (file number 2092532 5, file date April 12, 2002); and
- 2.) blanket-type financing statement as to real property and related collateral located in Wayne County, Michigan (file number 2007 1919660, file date May 21, 2007).

Please let me know if you have any questions or if I can be of any other assistance.

--- Mike

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Kelly A. Siska

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THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

Debtor:

Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of May 28, 1999 Rodney Square North 1100 North Market Street Wilmington, Delaware 19890-0001

Secured Party:

Wells Fargo Bank Northwest, N.A., as Agent Corporate Trust Services MAC: U1228-120 299 South Main Street, 12th Floor Salt Lake City, Utah 84111

RIDER A to Financing Statement

The Collateral

This financing statement covers Debtor's interest in and to the following property:

(A) all of Debtor's right, title and interest in and to the parcel(a) of real property described on Exhibit A attached hereto (the "Tennessee Land"); all buildings, structures and other improvements of every kind existing at any time and from time to time on or under the Tennessee Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all Modifications and other additions to or changes in any of the foregoing but excluding any Modifications or other property in which the Lessee retains ownership under the terms of the Tennessee Master Lease (all of the foregoing, collectively, the "Improvements"), all of the Debtor's right, title and interest in, to and under the Tennessee Master Lease, including, without limitation, all credits, options, deposits, rights of first offer, rights of first refusal, extension rights and expansion rights (together with the Tennessee Land, Improvements, Appurtenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "Tennessee Property");

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- (B) all the estate, right, title, claim or demand whatsoever of the Debtor in possession or expectancy, in and to the Tennessee Property or any part thereof;
- (C) all of the fixtures, furnishings and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of, the Tennessee Property, but specifically excluding trade fixtures and other personal property of any tenant on the Tennessee Property (all of the foregoing in this paragraph (C) being referred to as the "Fixtures");
- (D) all of the equipment and apparatus of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor, including but without limiting the generality of the foregoing, all storm doors and windows, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, building cleaning systems (including window cleaning apparatus), communication systems (including satellite dishes and antennae), sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits and fittings of every kind and description, but specifically excluding the property of any tenant on the Tennessee Property (all of the foregoing in this paragraph (D) being referred to as the "Equipment");
- (E) all substitutes and replacements of, and all additions and improvements to, the Improvements, the Fixtures and the Equipment, subsequently acquired by the Debtor or constructed, assembled or placed by the Debtor on the Tennessee Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Tennessee Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Debtor;
- (F) all books and records relating to or used in connection with the operation of the Tennessee Property or any part thereof and all general intangibles related to the operation of the Improvements now existing or hereafter arising:
- (G) all insurance policies (including title insurance policies) required to be maintained by the Lessee pursuant to the Tennessee Master Lease, including without limitation Article XIII of the Tennessee Master Lease, including the right to collect and receive such proceeds in accordance with the terms of the Tennessee Master Lease; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Tennessee Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Tennessee Property or any easement or other right therein;
- (H) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the

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Tennessee

Tennessee Property or any part thereof and all plans and specifications relating to the Tennessee Property; and

(I) all of the estate, right, title, interest, benefits, powers and privileges of the Debtor, as lessor, under the Tennessee Master Lease and the Tennessee Lease Supplement (hereinafter referred to collectively as the "Assigned Lease") including (i) the immediate and continuing right, on a non-exclusive basis, to make claim for, receive and collect all rents, income, revenues. issues, profits, insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Debtor under the Assigned Lease, or pursuant to any provisions thereof (including, without limitation, all Basic Rent and Supplemental Rent) (collectively, the "Lease Rents"), including all cash, securities or letter of credit rights delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder (in each case, other than Excepted Payments), (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lesses of the interest of the Debtor in the Tennessee Property in accordance with the Assigned Lease to execute and deliver as irrevocable agent and attorneyin-fact of the Debtor an appropriate instrument necessary to convey the interest of the Debtor therein, or to pay over or assign to the Lessee those sums to which it is entitled if the Lessee becomes obligated to purchase the interest of the Debtor in the Tennessee Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, (iii) the right, on a non-exclusive basis, to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or conveyance referred to in clause (ji) above, (iv) the right (subject to the consent of the Required Lenders), on a non-exclusive basis, to declare the Tennessee Master Lease on the Tennessee Lease Supplement to be in default and to give all notices with respect thereto; (v) subject to the terms of the Operative Documents (and to the consent of the Required Lenders), the right to exercise remedies under or with respect to the Assigned Lesse, (vi) the right (subject to the consent of the Required Lenders or each Participant as provided in Section 14.5 of the Participation Agreement) to make all waivers, amendments and agreements on behalf of the Debtor under the Assigned Lease provided for or permitted under the Assigned Lease, without the written consent of the Debtor, (vii) the right (subject to the consent of the Required Lenders) to give all notices, consents, releases and other instruments provided under the Assigned Lease. (viii) the right, on a non-exclusive basis, to receive all notices sent to the Debtor under the Assigned Lease, (ix) the Debtor's interest under the Assigned Lease in the Lessee's tangible and intangible property used or arising in connection with the Tennessee Property, including, but not limited to, permits, licenses, contract rights and prepaid expenses, and (x) the right (subject to the consent of the Required Lenders) to do any and all other things whatsoever which the Debtor is or any lessor is, or may be, entitled to do under the Assigned Lease.

(I) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor to and under all other leases of the Tennessee Property, any license, concession, management, mineral or other agreements of a similar kind entered into by the Debtor that permit the use or occupancy of the Tennessee Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from the Tennessee Property or any part thereof in return for payment of any fee, rent or royalty, now or hereafter entered into by the Debtor (collectively, the "Other Leases" and, together with the Assigned Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Debtor, as Debtor, under the Other Leases including, without limitation, the

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immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Other Leases (collectively, the "Other Lease Rents") and all estate, right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees of their obligations thereunder; provided, however, that (i) the Debtor shall exclusively retain, and the Other Lease Rents shall in no event include, the Excepted Payments attributable to the Tennessee Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(K) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor, to and under all agreements or contracts for the sale or other disposition of all or any part of the Tennessee Property, now or hereafter entered into by the Debtor (collectively, the "Contracts"), together with all estate, right, title, interest, benefits, powers and privileges of the Debtor under the Contracts including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents and the Other Lease Rents, the "Rents") and all right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder, provided, however, that (i) the Debtor shall exclusively retain, and the Contract Rents shall in no event include, the Excepted Payments attributable to the Tennessee Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(L) On a non-exclusive basis, all of the right, title and interest of the Debtor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Assigned Lease by the Lessee or a trustee or receiver of the Lessee (or any Other Lease by any lessee thereunder, trustee or receiver of any such lessee) under any insolvency statute, law or regulation, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of the Tennessee Property or any portions thereof following rejection, repudiation or disaffirmance of any Assigned Lease or following the entry of an order for relief under any insolvency statute, law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Assigned Lease (or Other Lease) as of the date of entry of such order for relief; provided, however, that (i) the Debtor shall exclusively retain all rights with respect to the Excepted Payments attributable to the Tennessee Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(M) all proceeds, both cash and noncash, of the foregoing;

Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in Appendix A to the Participation Agreement. For purposes of this Rider A, the following terms have the following respective meanings and reference to any agreement, document or instrument means such agreement, document or instrument as amended, restated, modified or supplemented from time to time:

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"Appurtment Rights" means (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtments, tenements, herditaments and other rights and other benefits at any time belonging or pertaining to the Tennessee Land or the Improvements thereon, including, without limitation, the use of any streets, ways, alleys, vaults or stripe of land adjoining, abutting, adjacent or contiguous to such Tennessee Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to such Tennessee Land.

"Excepted Payments" is as defined in Appendix A to the Participation Agreement.

"Lessee" means General Motors Corporation, a Delaware corporation, and its successors and assigns.

"Tennessee Lease Supplement" means that certain Lease Supplement dated as of November 18, 1999, between Debtor, as Lessor, and General Motors Corporation, as Lessee, as amended from time to time.

"Tennessee Master Lease" means that certain Tennessee Master Lease and Open End Leasehold Deeds of Trust dated as of November 18, 1999, between Debtor as Lessor and Mortgagee and General Motors Corporation as Lessee or Mortgagor, as amended from time to time.

"Modifications" means alterations, renovations, improvements and additions to the Tennessee Property or any part thereof and substitutions and replacements thereof.

"Participation Agreement" means that Second Amended and Restated Participation Agreement dated as of June 30, 2004 among Leasee, as Lessee and as Certificate Holder, the Debtor, Hannover Funding Company LLC, as the CP Lender, the financial institutions listed on Schedule II thereto as Purchasers, Wells Fargo Bank Northwest, N.A., as Agent for the CP Lender and the Purchasers, and Norddeutsche Landesbank Girozentrale (New York Branch), as Administrator.

END OF RIDER A

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TN Site 2

"EXHIBIT A"

Being the PVV SouthPoint 14, LLC property as recorded in Instrument Numbers JP-7620 & JF 7621, also being part of the Corporate Estate, Inc. property as recorded in Instrument Number CK-7964 and Mitchell Investments, LLC property as recorded in Instrument Number JP-7619, said recorded information being located at the Register's Office in Memphis, Shelby County, Tennessee, said property also being in the Southeast Quarter of Section 11, Township 1, Range 7 West and being more particularly described as follows:

Commencing at the southeast corner of said Section 11, said point being the centerline intersection of Pleasant Hill Road (50' prescriptive R.O.W.) and Holmes Road (R.O.W. varies); thence along the conterline of said Pleasant Hill Road, N 00°07'51" Wa distance of 351.31 feet to a not P.K. mil, and the POINT OF BEGINNING: thence leaving the centerline of said Pleasant Hill Road, N 89°23'38" W a distance of 357.00 feet to a set iron pin; thence N 57°47°10" W a distance of 275.78 feet to a set from pin: thence N 89°23'38" W a distance of 1,260.00 feet to a set iron pin, said pin being on the east line of Citation Drive (68' wide private. drive): thence along the cast line of mid Clintion Drive, N 00°36'22" E a distance of 836.00 feet to a set iron pin, said pin being on the south line of Corporate Estates, Inc., and Mitchell Investments, LLC property (FN-0987); thence \$ 89°23'38" B along said south line and the south tine of the Industrial Board of the City of Memphis and the County of Shelby. Tennessee property (GO-9107) a distance of 1,839.26 feet to a set P.K. Nall, said nail being the southeast corner of said Industrial Board of the City of Memphis and The County of Shelby, Tennessee property and also being in the centerline of said Pleasant HUI Road; thence along said centerline; S 00°07"51" B'a distance of 980.62 feet to the point of beginning. Containing 1,610,554 square Reet or: 36.973 acres.

TOGETHER WITH EASEMENT RIGHTS in and to the essements created under the following documents:

EASEMENT PARCEL I Sanitary Sewer, Building X.

Grant of Basement, private Sanitary Sewer Easement No. 1 of 6, dated November 18, 1999, recorded November 18, 1999, at Instrument No. IW 1247, in the Register's Office of Shelby County, Tennessee.

EASEMENT PARCEL 2 Sanitary Sewer, Building X Expansion Property.

Grant of Easement, private Sanitary Sewer Easement No. 2 of 6, dated November 18, 1999, recorded November 18, 1999, at Instrument No. JW 1248, in the Register's Office of Shelby County, Tennessee.

EASEMENT PARCEL 3 Seniory Sewer, Building XII
Grant of Essement, private Seniory Sewer Essement No. 3 of 6, dated November 18, 1999, recorded November 18, 1999, at Instrument No. JW 1249, in the Register's Office of Shelby County, Tennesses.

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"EXHIBIT A" Continued

EASEMENT PARCEL 4 Sanitary Sewer, Building XI
Grant of Easement, private Sanitary Sewer Easement No. 4 of 6, dated November 18, 1999, recorded November 18, 1999, at lastrument No. IW 1250, the Register's Office of Stielby County, Tennessee.

EASEMENT PARCEL 5 Sanitary Sewer, Building VI Grant of Basement, private Sanitary Sewer Easement No. 5 of 6, dated November 18, 1999, recorded November 18, 1999, at Instrument No. JW 1251, in the Register's Office of Shelby County, Tonnessee.

FASEMENT PARCEL 6 Sanitary Sewer, Building II
Grant of Easement, private Sanitary Sewer Easement No. 6 of 6, dated November 18, 1999, recorded November 18, 1999, at Instrument No. JW 1252, in the Register's Office of Shelby County, Tennessee.

EASEMENT PARCEL 7 Private Storm Drainage Easement 1 of 4 (Building XX)
Grant of Easement (Drainage - Building X to Building XIV), dated November 18, 1999, recorded November 18, 1999, at Instrument No. FW 1238, in the Register's Office of Shelby County, Tennessee.

EASEMENT PARCEL & Private Storm Drainage Essement 2 of 4 (Building X Expansion Property)

Grant of Easement (Drainage - Building X Expansion to Building X and Building XIV), dated November 18, 1999, recorded November 18, 1999, at Instrument No. IW 1257, in the Register's Office of Shelby County, Temessee.

EASEMENT PARCEL 9 Private Storm Drainage Easement 3 of 4 (Building XII)
Grant of Easement (Drainage - Building XII to Building X, Building X Expansion and Building XIV), dated November 18, 1999, recorded November 18, 1999; at Instrument No. IW 1255, in the Register's Office of Shelby County, Tennessee.

EASEMENT PARCEL 10 Private Storm Drainage Easement 4 of 4, (Building XI)

Grant of Easement (Drainage - Building XI to Building XIV, Building X, Building X

Expansion), dated November 18, 1999, recorded November 18, 1999, at Instrument No. IW

1256, in the Register's Office of Shelby County, Termance.

EASEMENT PARCEL 11 Private Storm Drainage Essement 1 of 1 (Building XV).

Grant of Essement (Drainage - Building XV to Building XIV), dated November 18, 1999, recorded November 18, 1999, at Instrument No. JW 1259, in the Register's Office of Shelby County, Tennessee.

EASEMENT PARCEL 12 - Grant of Essement Surface Water
Grant of Essement (Surface Water), dated November 18, 1999, recorded November 18, 1999, at Instrument No. 7W 1260, in the Register's Office of Sixiby County, Tennessee.

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"EXHIBIT A"

EASEMENT PARCEL 13 - Ingress/Egress

Essement for ingress and egress described in Declaration of Ingress-Egress Essement Agreement of record at Instrument No. HU 5127, as amended by Pirst Amendment to Declaration of Ingress-Egress Essement Agreement recorded at Instrument No. JW 1254, both in the Register's Office of Shelby County, Tennessee.

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THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

Debtor:

Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of May 28, 1999 Rodney Square North 1100 North Market Street Wilmington, Delaware 19890-0001

Secured Party:

Wells Fargo Bank Northwest, N.A., as Agent Corporate Trust Services MAC: U1228-120 299 South Main Street, 12th Floor Salt Lake City, Utah 84111

RIDER A to Financing Statement

The Collateral

This financing statement covers Debtor's interest in and to the following property:

(A) all of Debtor's right, title and interest in and to the parcel(s) of real property described on Exhibit A attached hereto (the "Pennsylvania Land"); all buildings, structures and other improvements of every kind existing at any time and from time to time on or under the Pennsylvania Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all Modifications and other additions to or changes in any of the foregoing but excluding any Modifications or other property in which the Lessee retains ownership under the terms of the Pennsylvania Master Lease (all of the foregoing, collectively, the "Improvements"), all of the Debtor's right, title and interest in, to and under the Pennsylvania Master Lease, including, without limitation, all credits, options, deposits, rights of first offer, rights of first refusal, extension rights and expansion rights (together with the Pennsylvania Land, Improvements, Appartenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "Pennsylvania Property");

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- (B) all the estate, right, title, claim or demand whatsoever of the Debtor in possession or expectancy, in and to the Pennsylvania Property or any part thereof;
- (C) all of the fixtures, furnishings and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of, the Pennsylvania Property, but specifically excluding trade fixtures and other personal property of any tenant on the Pennsylvania Property (all of the foregoing in this <u>paragraph (C)</u> being referred to as the "Fixtures"):
- (D) all of the equipment and apparatus of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor, including but without limiting the generality of the foregoing, all storm doors and windows, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, building cleaning systems (including window cleaning apparatus), communication systems (including satellite dishes and antennae), sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits and fittings of every kind and description, but specifically excluding the property of any tenant on the Pennsylvania Property (all of the foregoing in this paragraph (D) being referred to as the "Equipment");
- (E) all substitutes and replacements of, and all additions and improvements to, the Improvements, the Fixtures and the Equipment, subsequently acquired by the Debtor or constructed, assembled or placed by the Debtor on the Pennsylvania Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Pennsylvania Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Debtor.
- (F) all books and records relating to or used in connection with the operation of the Pennsylvania Property or any part thereof and all general intangibles related to the operation of the Improvements now existing or hereafter arising.
- (G) all insurance policies (including title insurance policies) required to be maintained by the Lessee pursuant to the Pennsylvania Master Lesse, including without limitation Article XIII of the Pennsylvania Master Lesse, including the right to collect and receive such proceeds in accordance with the terms of the Pennsylvania Master Lesse; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Pennsylvania Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Pennsylvania Property or any easement or other right therein;
- (H) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the

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Pennsylvania Property or any part thereof and all plans and specifications relating to the Pennsylvania Property; and

(I) all of the estate, right, title, interest, benefits, powers and privileges of the Debtor, as lessor, under the Pennsylvania Master Lease and the Pennsylvania Lease Supplement (hereinafter referred to collectively as the "Assigned Lease") including (i) the immediate and continuing right, on a non-exclusive basis, to make claim for, receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Debtor under the Assigned Lease, or pursuant to any provisions thereof (including, without limitation, all Basic Rent and Supplemental Rent) (collectively, the "Lease Rents"), including all cash, securities or letter of credit rights delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder (in each case, other than Excepted Payments), (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lessee of the interest of the Debtor in the Pennsylvania Property in accordance with the Assigned Lease to execute and deliver as irrevocable agent and attorney-in-fact of the Debtor an appropriate instrument necessary to convey the interest of the Debtor therein, or to pay over or assign to the Lessee those sums to which it is entitled if the Lessee becomes obligated to purchase the interest of the Debtor in the Pennsylvania Property and to perform all other necessary or appropriate acts as said agent and attomey-in-fact with respect to any such purchase and conveyance, (iii) the right, on a nonexclusive basis, to perform all other necessary or appropriate acts as said agent and attorney-infact with respect to any purchase or conveyance referred to in clause (ii) above, (iv) the right (subject to the consent of the Required Lenders), on a non-exclusive basis, to declare the Pennsylvania Master Lease or the Pennsylvania Lease Supplement to be in default and to give all notices with respect thereto, (v) subject to the terms of the Operative Documents (and to the consent of the Required Lenders), the right to exercise remedies under or with respect to the Assigned Lease, (vi) the right (subject to the consent of the Required Lenders or each Participant as provided in Section 14.5 of the Participation Agreement) to make all waivers, amendments and agreements on behalf of the Debtor under the Assigned Lease provided for or permitted under the Assigned Lease, without the written consent of the Debtor, (vii) the right (subject to the consent of the Required Lenders) to give all notices, consents, releases and other instruments provided under the Assigned Lease, (viii) the right, on a non-exclusive basis, to receive all notices sent to the Debtor under the Assigned Lease, (ix) the Debtor's interest under the Assigned Lease in the Lessee's tangible and intangible property used or arising in connection with the Pennsylvania Property, including, but not limited to, permits, licenses, contract rights and prepaid expenses, and (x) the right (subject to the consent of the Required Lenders) to do any and all other things whatsoever which the Debtor is or any lessor is, or may be, entitled to do under the Assigned Lease.

(I) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor to and under all other leases of the Pennsylvania Property, any license, concession, management, mineral or other agreements of a similar kind entered into by the Debtor that permit the use or occupancy of the Pennsylvania Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from the Pennsylvania Property or any part thereof in return for payment of any fee, rent or royalty, now or hereafter entered into by the Debtor (collectively, the "Other Leases" and, together with the Assigned Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and

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privileges of the Debtor, as Debtor, under the Other Leases including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Other Leases (collectively, the "Other Lease Rents") and all estate, right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessess of their obligations thereunder; provided, however, that (i) the Debtor shall exclusively retain, and the Other Lease Rents shall in no event include, the Excepted Payments attributable to the Pennsylvania Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(K) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor, to and under all agreements or contracts for the sale or other disposition of all or any part of the Pennsylvania Property, now or hereafter entered into by the Debtor (collectively, the "Contracts"), together with all estate, right, title, interest, benefits, powers and privileges of the Debtor under the Contracts including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents and the Other Lease Rents, the "Rents") and all right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder, provided, however, that (i) the Debtor shall exclusively retain, and the Contract Rents shall in no event include, the Excepted Payments attributable to the Pennsylvania Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(L) On a non-exclusive basis, all of the right, title and interest of the Debtor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Assigned Lease by the Lessee or a trustee or receiver of the Lessee (or any Other Lease by any lessee thereunder, trustee or receiver of any such lessee) under any insolvency statute, law or regulation, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of the Pennsylvania Property or any portions thereof following rejection, repudiation or disaffirmance of any Assigned Lease or following the entry of an order for relief under any insolvency statute, law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Assigned Lease (or Other Lease) as of the date of entry of such order for relief; provided, however, that (i) the Debtor shall exclusively retain all rights with respect to the Excepted Payments attributable to the Pennsylvania Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(M) all proceeds, both cash and noncash, of the foregoing;

Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in Appendix A to the Participation Agreement. For purposes of this Rider A, the following terms have the following respective meanings and reference to any agreement, document or instrument means such agreement, document or instrument as amended, restated, modified or supplemented from time to time:

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"Appurtenant Rights" means (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, herditaments and other rights and other benefits at any time belonging or pertaining to the Pennsylvania Land or the Improvements thereon, including, without limitation, the use of any streets, ways, alleys, vaults or stripe of land adjoining, abutting, adjacent or contiguous to such Pennsylvania Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to such Pennsylvania Land.

"Excepted Payments" is as defined in Appendix A to the Participation Agreement.

"Lessee" means General Motors Corporation, a Delaware corporation, and its successors and assigns.

"Pennsylvania Lease Supplement" means that certain Open End Mortgage Securing Puture Advances and Lease Supplement dated as of March 22, 2002, between Debtor, as Lessor, and General Motors Corporation, as Lessee, as amended from time to time.

"Pennsylvania Master Lease" means that certain Pennsylvania Master Lease and Open End Mortgage dated as of March 22, 2002, between Debtor as Lessor and Mortgagee and General Motors Corporation as Lessee or Mortgagor, as amended from time to time.

"Modifications" means alterations, renovations, improvements and additions to the Pennsylvania Property or any part thereof and substitutions and replacements thereof.

"Participation Agreement" means that Second Amended and Restated Participation Agreement dated as of June 30, 2004 among Lessee, as Lessee and as Certificate Holder, the Debtor, Hannover Funding Company LLC, as the CP Lender, the financial institutions listed on Schedule II thereto as Purchasers, Wells Fargo Bank Northwest, N.A., as Agent for the CP Lender and the Purchasers, and Norddeutsche Landesbank Glrozentrale (New York Branch), as Administrator.

END OF RIDER A

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EXHIBIT A

Legal Description Falls Township, Bucks County, Commonwealth of Pennsylvania described as follows:

ALL THAT CERTAIN tract of land situated in the Township of Falls, County of Bucks, Commonwealth of Pennsylvania, as shown on Sheet 1, 2, 3, 4 and 5 of 32 of a Subdivision & Land Development Plan of General Motors Distribution Facility, prepared for Cutler Associates, Allentown, PA, dated September 1, 2000, last revised December 4, 2000 by Showalter & Associates, of Chalfont, PA and bounded and described as follows, to wit:

BEGINNING at the intersection of the southerly side of the ultimate right-of way of US Route 1 (S.R. 0001- 140 feet from center line) and the westerly side of the ultimate right-of-way of Stony Hill Road (S.R. 2069 - 190 feet from center line); Thence along the ultimate right-of-way of Stony Hill Road the following five (5) courses and distances: (1) South 17 degrees 42 minutes 26 seconds East, a distance of 100.51 feet to a point; (2) South 21 degrees 05 minutes 26 seconds East, a distance of 150.00 feet to a point; (3) North 80 degrees 28 minutes 14 seconds East, a distance of 44.43 feet to a point 150 feet from the center line of said road; (4) On a non-tangent curve to the left having a radius of 968.51 feet and an arc length of 193.84 feet and a chord bearing of S 32 degrees 59 minutes 42 seconds E for a distance of 193.52 feet to a point 150 feet from the center line; (5) South 50 degrees 27 minutes 23 seconds East, a distance of 78.50 feet to a point, a corner of a proposed Lot 5; Thence along the lands N/L of the proposed. Lot 5 the following six (6) courses and distances: (1) South 39 degrees 32 minutes 37 seconds West, a distance of 73.78 feet to a point; (2) South 50 degrees 00 minutes 15 seconds West, a distance of 97.90 feet to a point of curvature; (3) On a tangent curve to the left having a radius of 250.00 feet and an arc length of 147.96 feet and a chord bearing of S 33 degrees 02 minutes 58 seconds W for a distance of 145.81 feet to a point of tangency; (4) South 16 degrees 05 minutes 40 seconds. West, a distance of 163.89 feet to a point; (5) South 77 degrees 58 minutes 49 seconds East, a distance of 164.85 feet to a point; (6) South 07 degrees 42 minutes 31 seconds East, a distance of 20.00 feet to a point in line with the lands N/L of Conrail Intermedal Transportation Yard & Terminal; Thence along said lands, South 82 degrees 17 minutes 29 seconds West; a distance of 2207 50 feet to a point, a corner of a proposed Lot 3; Thence along the lands n/l of the proposed Lot 3, North 07 degrees 41 minutes 49 seconds West, a distance of 658.79 feet to a point on the cul-de-sac of Cabot Boulevard Extension (60' radius); Thence along Cabot Boulevard Extension the following two (2) courses and distances: (1) Around said cul-de-sac, on a non-tangent curve to the left having a radius of 60.00 feet, an arc length of 98.63 feet to a point; 2) North 11 degrees 53 minutes 07 seconds West, a distance of 77.00 feet to an existing angle point on the ultimate right of way of US Route 1 (110 feet from the center line); Thence along said ultimate right of way the following two (2) courses and distances: (1) North 78 degrees 06 minutes 53 seconds East, a distance of 1727.13 feet to a point 110 feet from the center line; (2) North 84 degrees 10 minutes 26 seconds East, a distance of 341.34 feet to a point 140 feet from the center line, said point being the true place of beginning.

BEING LOT #4 on said Plan.

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TOGETHER WITH GRANTS OF EASEMENT: Created in that certain Bargain And Sale Deed between Consolidated Rail Corporation and Duke Construction Limited Partnership dated 12/7/2000 and recorded in Record Book 2186 page 619 and incorporating by reference the defined terms therein:

A) A Perpetual Grant of Easement for Sanitary Sewer Line.

A perpetual, non-exclusive right of way and easement at any time, and from time to time, to construct, install, maintain, inspect, operate, repair, remove and replace a sanitary sewer line on, over, under and across Grantor Parcel II in the area described in Exhibit D.

B) Grant of Easements for Stormwater Drainage Facilities.

The following easements for stormwater drainage:

- (i) a perpetual, non-exclusive right of way and easement to at any time, and from time to time, and from time, to construct, install, maintain, inspect, operate, repair, remove and replace a stormwater drainage line and to conduct and dispose of storm water from grantee's retention basin on, over, under and across Grantor Parcel II into and through the existing outflow channel located thereon, in the area described in Exhibit E; and
- (ii) a temporary, non-exclusive right of way and easement to at any time, and from time to time, to construct, install, maintain, inspect, operate, repair, remove and replace a 36" RCP line from the Premises onto and across Grantor Parcel II, and to drain surface water originating on the non-paved areas of the Premises through such Pipe and into Grantor's retention basin on Grantor Parcel II, all in the location described in Exhibit E-1; provided, however, that such easement shall terminate, and Grantee shall promptly take steps to Stub off or otherwise terminate storm water discharge through such pipe into Grantor's retention basin upon the earlier of: (a) commencement of construction by Grantor of Improvements on Lots 2nd/or 3 of Grantor Parcel I or (b) written notification to Grantee by Grantor based on an appropriate engineering study that requirements for additional discharge from the adjoining intermodal facility are reasonably anticipated to overburden the capacity of Grantor's retention basin if Grantee's discharge of storm water therein is not terminated.
- C) Grant of Easement for Road Construction and Temporary Road Access.

Non-exclusive rights of way and easements encumbering Grantor Parcel I for:

- (i) Improving constructing and installing a road (the "Dedication Standard") to standards acceptable for public dedication over and across the paved and currently unpaved areas of Grantor Parcel I which currently serve as a continuation of the existing public portion of Cabot Boulevard to the West ("Existing Cabot Boulevard") from the easterly boundary thereof to the westerly boundary of the Premises, subject to any requirements for widening or realignment pursuant to the Dedication Standard,
- (ii) Storing materials and machinery and otherwise staging the construction of New Cabot

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Boulevard and

(iii) temporary access for vehicular and pedestrian traffic between existing Cabot Boulevard and the Premises, all of which easements shall be located in the respective areas described in Exhibit F. The easements granted under this subsection (4) C shall terminate on the date that New Cabot Boulevard is accepted for dedication by the applicable governmental authority and an instrument reflecting such dedication is recorded in the Office for the Recording of Deeds, Bucks County, Pennsylvania (the "Recording Office")

D) Grant of Easement for Road Access to Stoney Hill Road.

A perpetual, non-exclusive right of way and easement at any time and from time to time, to construct, install, maintain, inspect, operate, repair, remove and replace a private drive (the "Stoney Hill Access") on, over and across Grantor Parcel II from a point on the easterly boundary of the Premises to the current commencement of Stoney Hill Road, together with a temporary easement for storing materials and machinery and otherwise staging the construction of the Stoney Hill Access, such easements to be located in the areas described in Exhibit G. The easement for construction staging hereunder shall terminate on the date that the Stoney Hill Access is first completed and reasonably available for regular truck traffic to and from the Premises.

E) Grant of Easements for Utilities.

A perpetual, non-exclusive rights of way and easements on, over, across and under Grantor Parcel I, at any time, and from time to time, to construct, install, maintain, inspect, operate, repair, remove and replace facilities for furnishing the Premises with electricity, gas, potable and fire suppression water, and telephone/telecommunications services, such easements to be located within or alongside the contemplated right of way for New Cabot Boulevard in the areas described in Exhibit H. Grantee may, at some future time and from time to time, convey or dedicate to established public or private utility companies ("Utility Providers") the utility lines and related facilities which it has installed in the easement areas depicted on Exhibit H, in which event, Grantor shall grant or dedicate to the Utility Providers (using the Utility Providers' standard from, if requested) equivalent rights of way or easements for the aforesaid utility purposes.

BEING the same premises which Consolidated Rail Corporation, by Deed dated December 7, 2000 and recorded in and for the County of Bucks in Land Record Book 2186 Page 619, granted and conveyed unto Duke Construction Limited Partnership, an Indiana Limited Partnership, in fee.

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FILING OFFICE COFY — NATIONAL LICE FINANCING STATEMENT ADDERDUM (FORM LICETAG) (REV. 07/29/94)

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

Debtor:

GM Facilities Trust No. 1999-1 c/o Wilmington Trust Company, as Owner Trustee 1100 North Market Street Wilmington, Delaware 19890-0001

Secured Party:

Wells Pargo Bank Northwest, N.A., as Agent Corporate Trust Services MAC: U1228-120 299 South Main Street, 12th Floor Salt Lake City, Utah 84111

RIDER A to Financing Statement

The Collateral

This financing statement covers Debtor's interest in and to the following property:

- (A) all of Debtor's right, title and interest in and to the parcel(s) of real property described on Exhibit A attached hereto (the "Ohio Land"); all buildings, structures and other improvements of every kind existing at any time and from time to time on or under the Ohio Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all Modifications and other additions to or changes in any of the foregoing but excluding any Modifications or other property in which the Lessee retains ownership under the terms of the Ohio Master Lesse (all of the foregoing, collectively, the "Improvements"), all of the Debtor's right, title and interest in, to and under the Ohio Master Lesse, including, without limitation, all credits, options, deposits, rights of first offer, rights of first refusal, extension rights and expansion rights (together with the Ohio Land, Improvements, Appunenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "Ohio Property");
- (B) all the estate, right, title, claim or demand whatsoever of the Debtor in possession or expectancy, in and to the Ohio Property or any part thereof;
- (C) all of the fixtures, furnishings and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with,

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in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of, the Ohio Property, but specifically excluding trade fixtures and other personal property of any tenant on the Ohio Property (all of the foregoing in this paragraph (C) being referred to as the "Fixtures");

- (D) all of the equipment and apparatus of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor, including but without limiting the generality of the foregoing, all storm doors and windows, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, building cleaning systems (including window cleaning apparatus), communication systems (including satellite dishes and antennae), sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits and fittings of every kind and description, but specifically excluding the property of any tenant on the Ohio Property (all of the foregoing in this paragraph (D) being referred to as the "Equipment");
- (E) all substitutes and replacements of, and all additions and improvements to, the Improvements, the Fixtures and the Equipment, subsequently acquired by the Debtor or constructed, assembled or placed by the Debtor on the Ohio Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Ohio Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Debtor.
- (F) all books and records relating to or used in connection with the operation of the Ohio Property or any part thereof and all general intangibles related to the operation of the Improvements now existing or hereafter arising;
- (G) all insurance policies (including title insurance policies) required to be maintained by the Lessee pursuant to the Ohio Master Lesse, including without limitation Article XIII of the Ohio Master Lesse, including the right to collect and receive such proceeds in accordance with the terms of the Ohio Master Lesse; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Ohio Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Ohio Property or any easement or other right therein;
- (H) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Ohio Property or any part thereof and all plans and specifications relating to the Ohio Property; and
- (I) all of the estate, right, title, interest, benefits, powers and privileges of the Debtor, as lessor, under the Ohio Master Lease and the Ohio Lease Supplement (hereinafter referred to collectively as the "Assigned Lease") including (i) the immediate and continuing right; on a non-exclusive basis, to make claim for, receive and collect all rents, income, revenues, issues, profits,

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insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Debtor under the Assigned Lease, or pursuant to any provisions thereof (including, without limitation, all Basic Rent and Supplemental Rent) (collectively, the "Lease Rents"), including all cash, securities or letter of credit rights delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder (in each case, other than Excepted Payments), (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lessee of the interest of the Debtor in the Ohio Property in accordance with the Assigned Lease to execute and deliver as irrevocable agent and attorney-infact of the Debtor an appropriate instrument necessary to convey the interest of the Debtor therein, or to pay over or assign to the Lessee those sums to which it is entitled if the Lessee becomes obligated to purchase the interest of the Debtor in the Ohio Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, (iii) the right, on a non-exclusive basis, to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or conveyance referred to in clause (ii) above, (iv) the right (subject to the consent of the Required Lenders), on a non-exclusive basis, to declare the Ohio Master Lease or the Ohio Lease Supplement to be in default and to give all notices with respect thereto, (v) subject to the terms of the Operative Documents (and to the consent of the Required Lenders), the right to exercise remedies under or with respect to the Assigned Lease, (vi) the right (subject to the consent of the Required Lenders or each Participant as provided in Section 14.5 of the Participation Agreement) to make all waivers, amendments and agreements on behalf of the Debtor under the Assigned Lease provided for or permitted under the Assigned Lease, without the written consent of the Debtor. (vii) the right (subject to the consent of the Required Lenders) to give all notices, consents. releases and other instruments provided under the Assigned Lease, (viii) the right, on a non-exclusive basis, to receive all notices sent to the Debtor under the Assigned Lease, (ix) the Debtor's interest under the Assigned Lease in the Lessee's tangible and intangible property used or arising in connection with the Ohio Property, including, but not limited to, permits, licenses, contract rights and prepaid expenses, and (x) the right (subject to the consent of the Required Lenders) to do any and all other things whatsoever which the Debtor is or any lessor is, or may be, entitled to do under the Assigned Lease.

(I) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor to and under all other leases of the Ohio Property, any license, concession, management, mineral or other agreements of a similar kind entered into by the Debtor that permit the use or occupancy of the Ohio Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from the Ohio Property or any part thereof in return for payment of any fee, rent or royalty, now or hereafter entered into by the Debtor (collectively, the "Other Leases" and, together with the Assigned Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Debtor, as Debtor, under the Other Leases including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Other Leases (collectively, the "Other Lease Rents") and all estate, right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees of their obligations thereunder, provided, however, that (i) the Debtor shall exclusively retain, and the Other Lease Rents shall in no event include, the

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Excepted Payments attributable to the Ohio Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(K) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor, to and under all agreements or contracts for the sale or other disposition of all or any part of the Ohio Property, now or hereafter entered into by the Debtor (collectively, the "Contracts"), together with all estate, right, title, interest, benefits, powers and privileges of the Debtor under the Contracts including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents and the Other Lease Rents, the "Rents") and all right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder; provided, however, that (i) the Debtor shall exclusively retain, and the Contract Rents shall in no event include, the Excepted Payments attributable to the Ohio Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(L) On a non-exclusive basis, all of the right, title and interest of the Debtor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Assigned Lease by the Lessee or a trustee or receiver of the Lessee (or any Other Lease by any lessee thereunder, trustee or receiver of any such lessee) under any insolvency statute, law or regulation, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of the Ohio Property or any portions thereof following rejection, repudiation or disaffirmance of any Assigned Lease or following the entry of an order for relief under any insolvency statute; law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Assigned Lease (or Other Lease) as of the date of entry of such order for relief; provided, however, that (i) the Debtor shall exclusively retain all rights with respect to the Excepted Payments attributable to the Ohio Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(M) all proceeds, both cash and noncash, of the foregoing;

Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in Appendix A to the Participation Agreement. For purposes of this Rider A, the following terms have the following respective meanings and reference to any agreement, document or instrument means such agreement, document or instrument as amended, restated, modified or supplemented from time to time:

"Appurtenant Rights" means (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, herditaments and other rights and other benefits at any time belonging or pertaining to the Ohio Land or the Improvements thereon, including, without limitation, the use of any streets, ways, alleys, vaults or stripe of land adjoining, adjacent or configuous to such Ohio Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to such Ohio Land.

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"Excepted Payments" is as defined in Appendix A to the Participation Agreement.

"Lessee" means General Motors Corporation, a Delaware corporation, and its successors and assigns.

"Ohio Lease Supplement" means that certain Open End Mortgages Supplement and Lease Supplement dated as of October 14, 1999, between Debtor, as Lessor, and General Motors Corporation, as Lessee, as amended from time to time.

"Ohio Master Lease" means that certain Open End Mortgages and Ohio Master Lease dated as of October 14, 1999, between Debtor as Lessor and Mortgagee and General Motors Corporation as Lessee or Mortgagor, as amended from time to time.

"Modifications" means alterations, renovations, improvements and additions to the Ohio Property or any part thereof and substitutions and replacements thereof.

"Participation Agreement" means that Second Amended and Restated Participation Agreement dated as of June 30, 2004 among Lessee, as Lessee and as Certificate Holder, the Debtor, Hannover Funding Company LLC, as the CP Lender, the financial institutions listed on Schedule II thereto as Purchasers, Wells Fargo Bank Northwest, N.A., as Agent for the CP Lender and the Purchasers, and Norddeutsche Landesbank Girozentrale (New York Branch), as Administrator.

END OF RIDER A

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- EXHIBIT A -

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THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

Debtor:

GM Facilities Trust No. 1999-1 c/o Wilmington Trust Company, as Owner Trustee 1100 North Market Street Wilmington, Delaware 19890-0001

Secured Party:

Wells Fargo Bank Northwest, N.A., as Agent Corporate Trust Services MAC: U1228-120 299 South Main Street, 12th Floor Salt Lake City, Utah 84111

RIDER A to Financing Statement

The Collateral

This financing statement covers Debtor's interest in and to the following property:

(A) all of Debtor's right, title and interest in and to the parcel(s) of real property described on Exhibit A attached hereto (the "Second Ohio Land"); all buildings, structures and other improvements of every kind existing at any time and from time to time on or under the Second Ohio Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all Modifications and other additions to or changes in any of the foregoing but excluding any Modifications or other property in which the Lessee retains ownership under the terms of the Second Ohio Master Lease (all of the foregoing, collectively, the "Improvements"), all of the Debtor's right, title and interest in, to and under the Second Ohio Master Lease, including, without limitation, all credits, options, deposits, rights of first offer, rights of first refusal, extension rights and expansion rights (together with the Second Ohio Land, Improvements, Appurtenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "Second Ohio Property"):

(B) all the estate, right, title, claim or demand whatsoever of the Debtor in possession or expectancy, in and to the Second Ohio Property or any part thereof;

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- (C) all of the fixtures, furnishings and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of, the Second Ohio Property, but specifically excluding trade fixtures and other personal property of any tenant on the Second Ohio Property (all of the foregoing in this paragraph (C) being referred to as the "Fixtures");
- (D) all of the equipment and apparatus of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor, including but without limiting the generality of the foregoing, all storm doors and windows, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, building cleaning systems (including window cleaning apparatus), communication systems (including satellite dishes and antennae), sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits and fittings of every kind and description, but specifically excluding the property of any tenant on the Second Ohio Property (all of the foregoing in this paragraph (D) being referred to as the "Equipment");
- (B) all substitutes and replacements of, and all additions and improvements to, the Improvements, the Fixtures and the Equipment, subsequently acquired by the Debtor or constructed, assembled or placed by the Debtor on the Second Chio Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Second Chio Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Debtor,
- (F) all books and records relating to or used in connection with the operation of the Second Ohio Property or any part thereof and all general intangibles related to the operation of the Improvements now existing or hereafter arising;
- (G) all insurance policies (including title insurance policies) required to be maintained by the Lessee pursuant to the Second Ohio Master Lesse, including without limitation Article XIII of the Second Ohio Master Lesse, including the right to collect and receive such proceeds in accordance with the terms of the Second Ohio Master Lesse; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Second Ohio Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Second Ohio Property or any easement or other right therein;
- (H) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Second Ohio Property or any part thereof and all plans and specifications relating to the Second Ohio Property; and

(I) all of the estate, right, title; interest, benefits, powers and privileges of the Debtor, as lessor, under the Second Ohio Master Lease and the Second Ohio Lease Supplement (hereinafter referred to collectively as the "Assigned Lesse") including (i) the immediate and continuing right, on a non-exclusive basis, to make claim for, receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Debtor under the Assigned Lease, or pursuant to any provisions thereof (including, without limitation, all Basic Rent and Supplemental Rent) (collectively, the "Leage Rents"), including all cash, securities or letter of credit rights delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder (in each case, other than Excepted Payments), (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lessee of the interest of the Debtor in the Second Ohio Property in accordance with the Assigned Lease to execute and deliver as intevocable agent and attorney-in-fact of the Debtor an appropriate instrument necessary to convey the interest of the Debtor therein, or to pay over or sasign to the Lessee those sums to which it is entitled if the Lessee becomes obligated to purchase the interest of the Debtor in the Second Ohio Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, (lii) the right, on a non-exclusive basis, to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or conveyance referred to in clause (ii) above, (iv) the right (subject to the consent of the Required Lenders), on a non-exclusive basis, to declare the Second Ohio Master Lease or the Second Ohio Lease Supplement to be in default and to give all notices with respect thereto. (v) subject to the terms of the Operative Documents (and to the consent of the Required Lenders). the right to exercise remedies under or with respect to the Assigned Lease, (vi) the right (subject to the consent of the Required Lenders or each Participant as provided in Section 14.5 of the Participation Agreement) to make all waivers, amendments and agreements on behalf of the Debtor under the Assigned Lease provided for or permitted under the Assigned Lease, without the written consent of the Debtor, (vii) the right (subject to the consent of the Required Lenders) to give all notices, consents, releases and other instruments provided under the Assigned Lease, (viii) the right, on a non-exclusive basis; to receive all notices sent to the Debtor under the Assigned Lease, (ix) the Debtor's interest under the Assigned Lease in the Lessee's tangible and intangible property used or arising in connection with the Second Ohio Property, including, but not limited to, permits, licenses, contract rights and prepaid expenses, and (x) the right (subject to the consent of the Required Lenders) to do any and all other things whatsoever which the Debtor is or any lessor is, or may be, entitled to do under the Assigned Lesse.

(I) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor to and under all other leases of the Second Ohio Property, any license, concession, management, mineral or other agreements of a similar kind entered into by the Debtor that permit the use or occupancy of the Second Ohio Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from the Second Ohio Property or any part thereof in return for payment of any fee, rent or royalty, now or hereafter entered into by the Debtor (collectively, the "Other Leases" and, together with the Assigned Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Debtor, as Debtor, under the Other Leases including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Other Leases (collectively, the "Other Lease Rents") and all estate, right, title

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and interest of the Debtor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees of their obligations thereunder; provided, however, that (i) the Debtor shall exclusively retain, and the Other Lease Rents shall in no event include, the Excepted Payments attributable to the Second Ohio Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(K) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor, to and under all agreements or contracts for the sale or other disposition of all or any part of the Second Ohio Property, now or hereafter entered into by the Debtor (collectively, the "Contracts"), together with all estate, right, title, interest, benefits, powers and privileges of the Debtor under the Contracts including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents and the Other Lease Rents, the "Rents") and all right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder; provided, however, that (i) the Debtor shall exclusively retain, and the Contract Rents shall in no event include, the Excepted Payments attributable to the Second Ohio Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(L) On a non-exclusive basis, all of the right, title and interest of the Debtor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Assigned Lease by the Leases or a trustee or receiver of the Lessee (or any Other Lease by any lessee thereunder, trustee or receiver of any such lessee) under any insolvency statute, law or regulation, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of the Second Ohio Property or any portions thereof following rejection, repudiation or disaffirmance of any Assigned Lease or following the entry of an order for relief under any insolvency statute, law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Assigned Lease (or Other Lease) as of the date of entry of such order for relief; provided, however, that (i) the Debtor shall exclusively retain all rights with respect to the Excepted Payments attributable to the Second Ohio Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(M) all proceeds, both cash and noncash, of the foregoing;

Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in Appendix A to the Participation Agreement. For purposes of this Rider A, the following terms have the following respective meanings and reference to any agreement, document or instrument means such agreement, document or instrument as amended, restated, modified or supplemented from time to time:

"Appurtenant Rights" means (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, herditaments and other rights and other benefits at any time belonging or pertaining to the Second Ohio Land or the Improvements

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thereon, including, without limitation, the use of any streets, ways, alleys, vaults or stripe of land adjoining, abutting, adjacent or contiguous to such Second Ohio Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to such Second Ohio Land.

"Excepted Payments" is as defined in Appendix A to the Participation Agreement.

"Lessee" means General Motors Corporation, a Delaware corporation, and its successors and assigns.

"Second Ohio Lease Supplement" means that certain Open End Mortgages Supplement and Lease Supplement dated as of January 14, 2000, between Debtor, as Lessor, and General Motors Corporation, as Lessee, as amended from time to time.

"Second Ohio Master Lease" means that certain Open End Mortgages and Second Ohio Master Lease dated as of January 14, 2000, between Debtor as Lesson and Mortgagee and General Motors Corporation as Lessee or Mortgagor, as amended from time to time.

"Modifications" means alterations, renovations, improvements and additions to the Second Ohio Property or any part thereof and substitutions and replacements thereof.

"Participation Agreement" means that Second Amended and Restated Participation Agreement dated as of June 30, 2004 among Lessee, as Lessee and as Certificate Holder, the Debtor, Hannover Funding Company LLC, as the CP Lender, the financial institutions listed on Schedule II thereto as Purchasers, Wells Fargo Bank Northwest, NA., as Agent for the CP Lender and the Purchasers, and Norddeutsche Landesbank Girozentrale (New York Branch), as Administrator.

END OF RIDER A

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- EXHIBIT A -

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FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT ACCENDUM (FORM UCC) Ad (NEV. 0772009)

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

Debtor:

GM Facilities Trust No. 1999-1 c/o Wilmington Trust Company, as Owner Trustee 1100 North Market Street Wilmington, Delaware 19890-0001

Secured Party:

Wells Fargo Bank Northwest, N.A., as Agent Corporate Trust Services MAC: U1228-120 299 South Main Street, 12th Floor Salt Lake City, Utah 84111

RIDER A to Financing Statement

The Collateral

This financing statement covers Debtor's interest in and to the following property:

(A) all of Debtor's right, title and interest in and to the parcel(s) of real property described on Exhibit A attached hereto (the "West Virginia Land"); all buildings, structures and other improvements of every kind existing at any time and from time to time on or under the West Virginia Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all Modifications and other additions to or changes in any of the foregoing but excluding any Modifications or other property in which the Lessee retains ownership under the terms of the West Virginia Master Lease (all of the foregoing, collectively, the "Improvements"), all of the Debtor's right, title and interest in, to and under the West Virginia Master Lease, including, without limitation, all credits, options, deposits, rights of first offer, rights of first refusal, extension rights and expansion rights (together with the West Virginia Land, Improvements, Appurtenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "West Virginia Property");

(B) all the estate, right, title, claim or demand whatsoever of the Debtor in possession or expectancy, in and to the West Virginia Property or any part thereof;

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- (C) all of the fixtures, furnishings and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of, the West Virginia Property, but specifically excluding trade fixtures and other personal property of any tenant on the West Virginia Property (all of the foregoing in this paragraph (C) being referred to as the "Fixtures");
- (D) all of the equipment and apparatus of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor, including but without limiting the generality of the foregoing, all storm doors and windows, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, building cleaning systems (including window cleaning apparatus), communication systems (including satellite dishes and antennae), sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits and fittings of every kind and description, but specifically excluding the property of any tenant on the West Virginia Property (all of the foregoing in this paragraph (D) being referred to as the "Equipment");
- (E) all substitutes and replacements of, and all additions and improvements to, the Improvements, the Fixtures and the Equipment, subsequently acquired by the Debtor or constructed, assembled or placed by the Debtor on the West Virginia Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the West Virginia Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Debtor;
- (F) all books and records relating to or used in connection with the operation of the West Virginia Property or any part thereof and all general intangibles related to the operation of the Improvements now existing or hereafter arising;
- (G) all insurance policies (including title insurance policies) required to be maintained by the Lessee pursuant to the West Virginia Master Lesse, including the right to collect and receive such proceeds in accordance with the terms of the West Virginia Master Lesse; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the West Virginia Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the West Virginia Property or any essement or other right therein;
- (H) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the West Virginia Property or any part thereof and all plans and specifications relating to the West Virginia Property; and

(I) all of the estate, right, title, interest, benefits, powers and privileges of the Debtor, as lessor, under the West Virginia Master Lease and the West Virginia Lease Supplement (hereinafter referred to collectively as the "Assigned Lease") including (i) the immediate and continuing right, on a non-exclusive basis, to make claim for, receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Debtor under the Assigned Lease, or pursuant to any provisions thereof (including, without limitation, all Basic Rent and Supplemental Rent) (collectively, the "Lesse Rents"), including all cash, securities or letter of credit rights delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder (in each case, other than Excepted Payments), (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lessee of the interest of the Debtor in the West Virginia Property in accordance with the Assigned Lease to execute and deliver as irrevocable agent and attorney-in-fact of the Debtor an appropriate instrument necessary to convey the interest of the Debtor therein, or to pay over or assign to the Lessee those sums to which it is entitled if the Lessee becomes obligated to purchase the interest of the Debtor in the West Virginia Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, (iii) the right, on a nonexclusive basis, to perform all other necessary or appropriate acts as said agent and attorney-infact with respect to any purchase or conveyance referred to in clause (ii) above, (iv) the right (subject to the consent of the Required Lenders), on a non-exclusive basis, to declare the West Virginia Master Lease or the West Virginia Lease Supplement to be in default and to give all notices with respect thereto, (v) subject to the terms of the Operative Documents (and to the consent of the Required Londers), the right to exercise remedies under or with respect to the Assigned Lease, (vi) the right (subject to the consent of the Required Lenders or each Participant as provided in Section 14.5 of the Participation Agreement) to make all waivers, amendments and agreements on behalf of the Debtor under the Assigned Lease provided for or permitted under the Assigned Lease, without the written consent of the Debtor, (vii) the right (subject to the consent of the Required Lenders) to give all notices, consents, releases and other instruments provided under the Assigned Lease, (viii) the right, on a non-exclusive basis, to receive all notices sent to the Debtor under the Assigned Lesse, (ix) the Debtor's interest under the Assigned Lease in the Lessee's tangible and intangible property used or arising in connection with the West Virginia Property, including, but not limited to, penults, licenses, contract rights and prepaid expenses, and (x) the right (subject to the consent of the Required Lenders) to do any and all other things whatsoever which the Debtor is or any lessor is, or may be, entitled to do under the Assigned Lease.

(I) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor to and under all other leases of the West Virginia Property, any license, concession, management, mineral or other agreements of a similar kind entered into by the Debtor that permit the use or occupancy of the West Virginia Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from the West Virginia Property or any part thereof in return for payment of any fee, rent or royalty, now or hereafter entered into by the Debtor (collectively, the "Other Leases" and, together with the Assigned Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Debtor, as Debtor, under the Other Leases including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable

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under any of the Other Leases (collectively, the "Other Lease Rents") and all estate, right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees of their obligations thereunder, provided, however, that (i) the Debtor shall exclusively retain, and the Other Lease Rents shall in no event include, the Excepted Payments attributable to the West Virginia Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(K) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor, to and under all agreements or contracts for the sale or other disposition of all or any part of the West Virginia Property, now or hereafter entered into by the Debtor (collectively, the "Contracts"), together with all estate, right, title, interest, benefits, powers and privileges of the Debtor under the Contracts including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lesse Rents and the Other Lesse Rents, the "Rents") and all right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder; provided, however, that (i) the Debtor shall exclusively retain, and the Contract Rents shall in no event include, the Excepted Payments attributable to the West Virginia Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(L) On a non-exclusive basis, all of the right, title and interest of the Debtor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Assigned Lease by the Lessee or a trustee or receiver of the Lessee (or any Other Lease by any lessee thereunder, trustee or receiver of any such lessee) under any insolvency statute, law or regulation, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of the West Virginia Property or any portions thereof following rejection, repudiation or disaffirmance of any Assigned Lease or following the entry of an order for relief under any insolvency statute, law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Assigned Lease (or Other Lease) as of the date of entry of such order for relief; provided, however, that (i) the Debtor shall exclusively retain all rights with respect to the Excepted Payments attributable to the West Virginia Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(M) all proceeds, both cash and noncush, of the foregoing;

Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in Appendix A to the Participation Agreement. For purposes of this Rider A, the following terms have the following respective meanings and reference to any agreement, document or instrument means such agreement, document or instrument as amended, restated, modified or supplemented from time to time:

"Appurtenant Rights" means (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurenances, tenements, herditaments and other rights and other

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benefits at any time belonging or pertaining to the West Virginia Land or the Improvements thereon, including, without limitation, the use of any streets, ways, alleys, vaults or stripe of land adjoining, abutting, adjacent or contiguous to such West Virginia Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to such West Virginia Land.

"Excepted Payments" is as defined in Appendix A to the Participation Agreement.

"Lessee" means General Motors Corporation, a Delaware corporation, and its successors and assigns.

"West Virginia Lease Supplement" means that certain Credit Line Deed of Trust Lease. Supplement dated as of April 25, 2000, between Debtor, as Lessor, and General Motors Corporation, as Lessoe, as amended from time to time.

"West Virginia Master Lease" means that certain Open End Mortgages and West Virginia Master Lease dated as of April 25, 2000, between Debtor as Lessor and Mortgagee and General Motors Corporation as Lessee or Mortgagor, as amended from time to time.

"Modifications" means alterations, renovations, improvements and additions to the West Virginia Property or any part thereof and substitutions and replacements thereof.

"Participation Agreement" means that Second Amended and Restated Participation Agreement dated as of June 30, 2004 among Lessee, as Lessee and as Certificate Holder, the Debtor, Hannover Funding Company LLC, as the CP Lender, the financial institutions listed on Schedule II thereto as Purchasers, Wells Fargo Bank Northwest, N.A., as Agent for the CP Lender and the Purchasers, and Norddeutsche Landesbank Girozentrale (New York Branch), as Administrator.

END OF RIDER A

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EXHIBIT A

Legal Description

A parcel of real estate containing 59.33676 acres, more or less, lying and being in Opequon District, Berkeley County, West Virginia, as more fully set forth and described as D-1A (the "Parcel") upon a Plat thereof prepared by Triad Engineering, Inc., dated April 18, 2000 and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet No. 8 at Slides 103 and 104 (the "Plat")

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THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

Debtor:

GM Facilities Trust No. 1999-1 c/o Wilmington Trust Company, as Owner Trustee 1100 North Market Street Wilmington, Delaware 19890-0001

Secured Party:

Wells Fargo Bank Northwest, N.A., as Agent Corporate Trust Services MAC: U1228-120 299 South Main Street, 12th Floor Salt Lake City, Utah 84111

RIDER A to Financing Statement

The Collateral

This financing statement covers Debtor's interest in and to the following property:

- (A) all of Debtor's right, title and interest in and to the parcel(s) of real property described on Exhibit A attached hereto (the "Texas Land"); all buildings, structures and other improvements of every kind existing at any time and from time to time on or under the Texas Land, together with any and all appurenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all Modifications and other additions to or changes in any of the foregoing but excluding any Modifications or other property in which the Lessee retains ownership under the terms of the Texas Master Lease (all of the foregoing, collectively, the "Improvements"), all of the Debtor's right, title and interest in, to and under the Texas Master Lease, including, without limitation, all credits, options, deposits, rights of first offer, rights of first refusal, extension rights and expansion rights (together with the Texas Land, Improvements, Appurtenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "Texas Property");
- (B) all the estate, right, title, claim or demand whatsoever of the Debtor in possession or expectancy, in and to the Texas Property or any part thereof;
- (C) all of the fixtures, furnishings and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with,

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in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of, the Texas Property, but specifically excluding trade fixtures and other personal property of any tenant on the Texas Property (all of the foregoing in this <u>paragraph (C)</u> being referred to as the "<u>Fixtures</u>");

- (D) all of the equipment and apparatus of every kind and nature whatsoever, and all appartenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor, including but without limiting the generality of the foregoing, all storm doors and windows, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, building cleaning systems (including window cleaning apparatus), communication systems (including satellite dishes and antennae), sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits and fittings of every kind and description, but specifically excluding the property of any tenant on the Texas Property (all of the foregoing in this paragraph (D) being referred to as the "Equipment");
- (E) all substitutes and replacements of, and all additions and improvements to, the Improvements, the Fixtures and the Equipment, subsequently acquired by the Debtor or constructed, assembled or placed by the Debtor on the Texas Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Texas Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Debtor;
- (F) all books and records relating to or used in connection with the operation of the Texas-Property or any part thereof and all general intangibles related to the operation of the Improvements now existing or hereafter arising;
- (G) all insurance policies (including title insurance policies) required to be maintained by the Lessee pursuant to the Texas Master Lease, including without limitation Article XIII of the Texas Master Lease, including the right to collect and receive such proceeds in accordance with the terms of the Texas Master Lease; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Texas Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Texas Property or any easement or other right therein;
- (H) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Texas Property or any part thereof and all plans and specifications relating to the Texas Property; and
- (I) all of the estate, right, title, interest, benefits, powers and privileges of the Debtor, as lessor, under the Texas Master Lease and the Texas Lease Supplement (hereinafter referred to collectively as the "Assigned Lease") including (i) the immediate and continuing right, on a non-exclusive basis, to make claim for, receive and collect all rents, income, revenues, issues, profits,

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insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Debtor under the Assigned Lease, or pursuant to any provisions thereof (including, without limitation, all Basic Rent and Supplemental Rent) (collectively, the "Lease Rents"), including all cash, securities or letter of credit rights delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder (in each case, other than Excepted Payments), (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lessee of the Interest of the Debtor in the Texas Property in accordance with the Assigned Lease to execute and deliver as irrevocable agent and attorney-infact of the Debtor an appropriate instrument necessary to convey the interest of the Debtor therein, or to pay over or assign to the Lessee those sums to which it is entitled if the Lessee becomes obligated to purchase the interest of the Debtor in the Texas Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, (iii) the right, on a non-exclusive basis, to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or conveyance referred to in clause (ii) above, (iv) the right (subject to the consent of the Required Lenders), on a non-exclusive basis, to declare the Texas Master Lease or the Texas Lease Supplement to be in default and to give all notices with respect thereto, (v) subject to the terms of the Operative Documents (and to the consent of the Required Lenders), the right to exercise remedies under or with respect to the Assigned Lease, (vi) the right (subject to the consent of the Required Lenders or each Participant as provided in Section 14.5 of the Participation Agreement) to make all waivers, amendments and agreements on behalf of the Debtor under the Assigned Lease provided for or permitted under the Assigned Lease, without the written consent of the Debtor, (vii) the right (subject to the consent of the Required Lenders) to give all notices, consents, releases and other instruments provided under the Assigned Lease, (viii) the right, on a non-exclusive basis, to receive all notices sent to the Debtor under the Assigned Lease, (ix) the Debtor's interest under the Assigned Lease in the Lessee's tangible and intangible property used or arising in connection with the Texas Property, including, but not limited to, permits, licenses, contract rights and prepaid expenses, and (x) the right (subject to the consent of the Required Lenders) to do any and all other things whatsoever which the Debtor is or any lessor is, or may be, entitled to do under the Assigned Lease.

(I) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor to and under all other leases of the Texas Property, any license, concession, management, mineral or other agreements of a similar kind entered into by the Debtor that permit the use or occupancy of the Texas Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from the Texas Property or any part thereof in return for payment of any fee, rent or royalty, now or hereafter entered into by the Debtor (collectively, the "Other Leases" and, together with the Assigned Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Debtor, as Debtor, under the Other Leases including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Other Leases (collectively, the "Other Lease Rents") and all estate, right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees of their obligations thereunder, provided, however, that (i) the Debtor shall exclusively retain, and the Other Lease Rents shall in no event include, the

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Excepted Payments attributable to the Texas Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(K) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor, to and under all agreements or contracts for the sale or other disposition of all or any part of the Texas Property, now or hereafter entered into by the Debtor (collectively, the "Contracts"), together with all estate, right, title, interest, benefits, powers and privileges of the Debtor under the Contracts including, without limitation, the immediate and continuing right, on a non-exclusive basis, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents and the Other Lease Rents, the "Rents") and all right, title and interest of the Debtor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder; provided, however, that (i) the Debtor shall exclusively retain, and the Contract Rents shall in no event include, the Excepted Payments attributable to the Texas Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(L) On a non-exclusive basis, all of the right, title and interest of the Debtor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Assigned Lease by the Lessee or a trustee or receiver of the Lessee (or any Other Lease by any lessee thereunder, trustee or receiver of any such lessee) under any insolvency statute, law or regulation, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of the Texas Property or any portions thereof following rejection, regulation or disaffirmance of any Assigned Lease or following the entry of an order for relief under any insolvency statute, law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Assigned Lease (or Other Lease) as of the date of entry of such order for relief; provided, however, that (i) the Debtor shall exclusively retain all rights with respect to the Excepted Payments attributable to the Texas Property and (ii) any such amounts shall be applied in accordance with Section 5.4 of the Participation Agreement.

(M) all proceeds, both cash and noncesh, of the foregoing;

Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in Appendix A to the Participation Agreement. For purposes of this Rider A, the following terms have the following respective meanings and reference to any agreement, document or instrument means such agreement, document or instrument as amended, restated, modified or supplemented from time to time:

"Appurtenant Rights" means (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, herditaments and other rights and other benefits at any time belonging or pertaining to the Texas Land or the Improvements thereon, including, without limitation, the use of any streets, ways, alleys, vaults or stripe of land adjoining, abunting, adjacent or contiguous to such Texas Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to such Texas Land.

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"Excepted Payments" is as defined in Appendix A to the Participation Agreement.

"Lessee" means General Motors Corporation, a Delaware corporation, and its successors and assigns.

"Texas Lease Supplement" means that certain Texas Lease Supplement dated as of March 22, 2002, between Debtor, as Lessor, and General Motors Corporation, as Lessee, as amended from time to time.

"Texas Master Lease" means that certain Texas Master Lease and Deeds of Trust dated as of March 22, 2002, between Debtor as Lessor and Mortgagee and General Motors Corporation as Lessee or Mortgagor, as amended from time to time.

"Modifications" means alterations, renovations, improvements and additions to the Texas Property or any part thereof and substitutions and replacements thereof.

"Participation Agreement" means that Second Amended and Restated Participation Agreement dated as of June 30, 2004 among Lessee, as Lessee and as Certificate Holder, the Debtor, Hannover Funding Company LLC, as the CP Lender, the financial institutions listed on Schedule II thereto as Purchasers, Wells Fargo Bank Northwest, N.A., as Agent for the CP Lender and the Purchasers, and Norddeutsche Landesbank Girozentrale (New York Branch), as Administrator.

END OF RIDER A

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Page 1

EXHIBITA

DESCRIPTION

. Track 1

Description of a 39.135 acre tract of land mituated in the Thomas Epps Survey, Abstract No. 395 and L. Dotson Survey, Abstract No. 183, Denton County, Texas, said tract being all of Lot 3, Block 6, Alliance Gateway North Addition, an addition to the City of Rosnoks, Texas, according to the plat recorded in Cabinet T, Page 16, of the Plat Records, Denton County, Texas; said 29.335 acre tract being more particularly described as follows:

Commencing at a 1/2 inch iron rod found, said point being West right-of-way line of said Freedom Drive (an 80 foot wide public right-of-way) and the Northeast corner of lot 1, Block 4 of the Alliance Gateway North Addition according to the plet recorded in Cabinet 8, Page 15, of the Deed Rossyde, Denton County, Texas;

TREMER North 00 degrees 00 minutes 57 seconds West, along the West line of said Freedom Drive, a distance of 180.47 feet to point;

IBENCE South 89 degrees 59 minutes 03 seconds West, departing the West line of said Procdom Drive, a distance of 40,00 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set for the Point of Reginning;

THEMES South 89 degrees 59 minutes 03 seconds West, a distance of 793.00 feet to a 1/2 inch iron rod with "Pacheco Roch" cap set for corner;

THERCH Morth 00 degrees 00 window 57 seconds West, a distance of 1400.00 feet to s 1/1 inch iron rod with "Racheco Koch" cap set for corner;

THEMOR Morth 89 degrees 59 minutes 03 seconds East, a distance of 800.00 feet to a 1/3 inch iron rod with "Pacheco Kook" cap set for corner in the said Mest line of Preedom Drive:

THERCE is a Bourherly direction, along the said West line of Freedom Drive, the following six calls:

South 00 degrees 00 minutes 57 seconds East, a distance of 442.10 feet to a 1/2 inch iron rod with "Pacheto Roch" cap set for corner, said point being the beginning of a tangent corve to the left whose center bears North 89 degrees 59 minutes 03 seconds East, a distance of 540.00 feet from said point;

Southerly, along said tangent curve to the left, through a central angle of 10 degrees 59 minutes 17 seconds, an arc distance of 180.27 feet, with a shord bearing and distance of South 05 degrees 30 minutes 36 seconds, Sast, 180.00 feet to a 1/2 inch arcs and sith "Fecheco Rock" cap set at the beginning of a reverse curve to the right the radius of which bears South 75 degrees 59 minutes 46 seconds, Nest, a distance of 860.00 feet, from said point;

Southerly along said reverse curve to the right through a central angle of 05 degrees 26 minutes 28 seconds, an arc distance of \$1.67 feet with a chord bearing and distance of South 08 degrees 17 minutes 40 seconds East, \$1.64 feet to a 1/2 inch iron rod with "Pacheco Noch" one set at the beginning of a non-tengent curve to the right the redux of which bears North 66 degrees 05 minutes 06 seconds West, a distance of 180.00 feet from said point;

DESCRIPTION

Southwesterly along the said non-tangent curve to the right through a central angle of 06 degrees-04 minutes 08 seconds, an arc distance of 20.13 feet, with a chord bearing and distance of South 26 degrees 56 minutes 58 seconds West, 20.12 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set at the end of said curve;

South 29 degrees 59 minutes 02 seconds West, a distance of 53.71 feet to a 1/2 inch iron rod with "Facheco Koch" cap set at an angle point;

South 00 degrees 00 minutes 57 seconds East, a distance of #33.49 feet to the Point of Beginning.

Tract 2

Being a tract of land situated in the L. Dotson Survey, Abstract No. 183 and the J. Short Survey, Abstract No. 1236, Deuton County, Texas and being a portion of those tracts of land se described by deed to AIL investment, LP and recorded in Volume 2258, Page 137 and Volume 2208, Page 1825, a portion of that tract of land as described by deed to LCS land Partners, Ltd. and recorded in Volume 4100, Page 245, and a portion of those tracts of land as described deed to Lakeway Land, Ltd. and recorded under Clerk's File No. 97-R0019424 and under Clerk's File No. 97-R0019427, Real Property Seconds, Denton County, Texas, said tract of land being norm particularly described by mates and bounds as follows:

Beginning at the Northeast corner of Lot 1, Block 4, Alliance Gateway North Addition as recorded in Cabinet 8, Page 15 Plat Records, Benton County, Texas, said point being in the Westerly right-of-way line of Freedom Drive as recorded in Volume 4389, Page 1969 Real Property Records, Denton County, Texas, said point else being the beginning of a curve to the left;

THENCE 121.76 feet along the erc of seid curve to the laft and along Northerly line of seid Lot 1, Block 4 through a central angle of 14 degrees 23 minutes 59 seconds, a radius of 492.50 feet and a long chord of North 82 degrees 48 minutes 57 seconds, 123.45 feet;

THENCE South 89 degrees 59 minutes 03 seconds West, 1141.33 feet to a point in the Westerly line of ATA Inventment, LP tract (Volume 4258, Page 137) and the Easterly right-of-way line of Lakeway Land, Ltd. (under Clerk's File No. 97-R0019424);

THENCE North 00 degrees 05 minutes 38 seconds West, 100.00 feet along the common property line between said ARL Investment, LP tract and said Lakeway Land, Ltd. tract;

THEMES South 89 degrees 59 minutes 03 seconds West, 710.78 feet;

THENCE Worth 00 degrees 00 minutes 57 seconds Nest, 50.00 feet;

THENCE Morth 89 degrees 59 minutes 03 seconds East, 842.38 feet;

IMENUS North 83 degrees 37 minutes 28 seconds East, 91.54 feet to the beginning of a curve to the left;

GF# 565676 Wortgagae Policy No. 44-903-101-000565676

Page 3

DESCRIPTION

THENCE 126.27 feet along the arc of said curve to the left through a central angle of 15 degrees 57 minutes 33 seconds, a radius of 453.24 feet and a long chord of North 75 degrees 36 minutes 42 seconds East, 125.67 feet;

THENCE North 67 degrees 19 minutes 55 seconds East, 93.42 feet;

THENCE South 00 degrees 00 minutes 57 seconds Rust, 61.79 feet;

THENCE Morth 69 degrees 59 minutes 03 seconde East, 793.00 feet;

THENCE Morth 00 degrees 00 minutes 57 seconds East, 651.32 feet to a point in the Westerly line of Freedom Drive;

THENCE North 89 degrees 59 minutes 03 seconds East, 10.00 feet along said Westerly right-of-way line to the beginning of a curve to the right;

THENCE 47.12 feet along the erc of said curve to the right and continuing along said Westerly right-of-way line through a central angle of 30 degrees 00 minutes 00 seconds, a radius of 30.00 feet and a long chord of South 45 degrees 00 minutes 57 seconds East, 42.43 feet:

THENCE Bouth 00 degrees 00 minutes 37 seconds, 961.79 feat continuing slong seid Mesterly right-of-way line to the Point of Beginning.

Save and Except that portion of the above described tract contained within the boundaries of Freedom Onive as Dedicated by plat recorded in Cabinet T. Slide 16, Plat Records, Denton County, Taxas.

CONFIDENTIAL

CORPORATION SERVICE COMPANY

www.incoot.com

CSC- Springfield 801 Adlai Stevenson Drive Springfield, IL 62703 217-544-5900 217-492-2727 (Fax)

Matter#

07146537

Project Id:

Additional Reference: NOT PROVIDED

Order#

593342-2

Order Date

06/02/2008

GENERAL MOTORS CORPORATION (Debtor)

Entity Name:
Jurisdiction:

DE-SECRETARY OF STATE

Request for:

Copy Type:

Copy Request Retrieval

UCC COPIES

Result:

All copies retrieved.

Ordered by MICHAEL PERLOWSKI at MAYER BROWN LLP

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DINA BAILEY dibailey@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

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UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

90. ORGANIZATIONS NAME

GENERAL INDIORS CORPORATION

90. INDIVIDUAL'S LAST NAME

MICCLE NAME SUFFIX

This FINANCING STATEMENT covers the following collateral

Equipment and fixtures constituting Leased Property (as defined in the bereinaft or defined Lease) under that certain Lease Agreement, dated as of March 1, 2002, between the Debtor and the Unified Government of Myandotte County/Kansas City, kansas (the "Lease"), as amended or supplemented from time to time, and products and proceeds thereof.

UCCFINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER (optional) DELAWARE DEPARTMENT OF STATE 0.C.C. FILING SECTION FILED 06:21 PM 03/21/2007 INITIAL FILING # 2085254 5 AMENDMENT # 2007 1062594 SRV: 070345810 8008335776 B. SEND ACKNOWLEDGMENT TO: (Name and Address) JCC DIRECT SERVICES 2727 ALLEN PARKNAY SUTTE 1000 BOUSTON IX 77019 14. INITIAL FIVANCING STATEMENT FLE to be filed for record (or recorded) to the 2085254-5 NEAL ESTATE RECORDS. 2. TERMINATION: Effectiveness of the Financing Statement bentified above its larm nated with respect to security interest(s) of the Secured Party authoriting this Termination Statement. 3. CONTINUATION: Effectiveness of the Financing Statement Identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable taw. 4. ASSIGNMENT (but or partial): Give name of assignee in from 7a or 7b and address of assignee in from 7c; and also give name of assignor in from 9. 5. AMENDMENT (PARTY INFORMATION): Tals Amendment effects Debtor of Secured Party of record. Check only one of these two bosons. Also check one of the following three boxes and provide appropriate information in items 6' ancifor 7. CHANGE nerre and/or address: Give current record name in item 6e or 6t; also give new name (it ame charge) in item 7e or 7b and/or new address (it address charge) in item 7e. DELETE name: Give record name to be deleted in sent 6a or 5b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g [c' applicable 6. CURRENT RECORD INFORMATION; Se. ORGANIZATION'S NAME OR SIL MOIVIDUAL'S LAST NAME FIRSTAAME MIDDLE NAME SUFFIX 7. CHANGED (NEW) OR ADDED INFORMATION: 74. ORGANIZATION'S NAME 76. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 7c. MAILING ADDRESS STATE POSTAL CODE COUNTRY 70. TYPE OF ORGANIZATION 7F. JURISDICTION OF OFGANIZATION 8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe extratoral adeleted or added, or give entitle presented extratoral description; or describe extratoral assetzands. 9. NAME of SECURED PARTY O'RECORD AUTHORIZING THIS AMENDMENT JP Morgan Chase Bank 10. OPTIONAL FILER THEFERENCE DATA DE-0-24238379-089672 CMC/KMSAS1 CMC/Kansas City K

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SCHEDULE I

TO

UCC-1 FINANCING STATEMENT

DEBTOR:

GENERAL MOTORS CORPORATION

767 Fifth Avenue

New York, New York 10153

SECURED PARTY:

AUTO FACILITIES REAL ESTATE TRUST 2001-1

c/o Wilmington Trust Company

1100 North Market Street

Wilmington, Delaware 19890-0001

ASSIGNEE OF

SECURED PARTY:

JPMORGAN CHASE BANK, as Administrative Agent

1 Chase Manhattan Plaza New York, New York 10081

This Financing Statement covers all of Debtor's right, title and interest in, to, and under the following property now owned or at any time hereafter acquired by Debtor, or in which Debtor may acquire any right, title or interest (all of which property being described below being hereafter collectively called the "Collateral"):

- (A) the parcel of real property described on Exhibit A attached hereto (the "Land"), together with (i) the Improvements, (ii) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and all permits, licenses and rights, whether or not of record, appurtenant to the Land, and (iii) all fixtures relating to the Improvements, including all components thereof, located in or on such Improvements, together with all replacements, modifications, alterations and additions thereto, but specifically excluding trade fixtures and other personal property of any subtenant at the Property (the property and interests described in clauses (i), (ii) and (iii), together with the Land, are collectively referred to as the "Property");
- (B) all the estate, right, title, claim or demand whatsoever of Debtor, in possession or expectancy, in and to the Property or any part thereof;
- (C) all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Property, and any

309420-0198-08617-NY02.2173867.1

reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Property to the center line thereof;

- (D) all substitutes and replacements of, and all additions and improvements to, the Property, subsequently acquired by or released to Dehtor or constructed, assembled or placed by Dehtor on the Property, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Debtor;
- (E) all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Property or any part thereof, now existing or subsequently entered into by Debtor and whether written or oral and all guarantees of any of the foregoing with respect to the Property, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, and all rights of Debtor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Collateral;
- obtained by Debtor relating to the Property and Debtor's interest in and to all proceeds of any such insurance policies (including title insurance policies), including the right to collect and receive such proceeds; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein; and
- (G) all amendments, modifications, substitutions, replacements and additions of any of the foregoing, all proceeds, both cash and noncash, of any of the foregoing.

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For purposes hereof, the following terms shall have the meanings set forth below:.

"Backup Facility Banks" is defined in the Preamble to the Participation Agreement.

"Backup Facility Loan" is any advance of funds made by a Backup Facility Bank under Section 2.2(a) of the Loan Facility Agreement and any portion of an RFC Loan which has been purchased by a Backup Facility Bank and converted pursuant to Section 2.3 of the Loan Facility Agreement.

"Improvements" shall mean the buildings, structures, and other improvements of every kind existing at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, curbs, gutters. flood controls, sanitary tie-ins, utility pipes, conduits and lines, parking areas and roadways, and including all additions to or changes in the Improvements at any time but excluding any additions or Improvements or other property in which Lessee retains ownership under the terms of the Lease, and all equipment, apparatus, furnishings, fittings and personal property of every kind and nature whatsoever purchased, leased or otherwise acquired by the Debtor using the proceeds of Loans or the Investor Contributions and now or subsequently attached to: contained in or used or usable in any way in connection with any operation or letting of the Land, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, holiday decorations, bidets, toilets, carpets, rugs, storm doors and windows, shelving, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilation, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, toading and unloading equipment and systems. stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description.

"Initial Closing Date" shall mean October 31, 2001.

"Investor Contribution" is defined in Section 1.2 of the Participation Agreement.

"Lease" means the Lease, dated as of the Initial Closing Date between Secured Party and Debtor, together with any Memoranda of Lease and Supplement.

"Liquidity Agreement" means that certain Liquidity Agreement dated as of the Initial Closing Date among RFC, the Backup Facility Banks, and The Chase Manhattan Bank (n/k/a JPMorgan Chase Bank).

"Loans" means the collective reference to Backup Facility Loans and RFC Loans.

"Loan Facility Agreement" means the Loan Facility Agreement dated as of the Initial Closing Date among RFC, the Backup Facility Banks, Secured Party, and The Chase Manhattan Bank (n/k/a IPMorgan Chase Bank).

509420-0198-08617-NY02.2173867.1

"Participation Agreement" means the Participation Agreement dated as of the Initial Closing Date among Debtor, Secured Party, Wilmington Trust Company, the investors party thereto, RFC, the Backup Facility Banks, and The Chase Manhattan Bank (n/k/a JPMorgan Chase Bank).

"RFC" means Relationship Funding Company, LLC, a Delaware limited liability company.

"RFC Loans" means any advance of funds made by RFC pursuant to Section 2.1 of the Loan Facility Agreement, and the portion of any Backup Facility Loan, which is repurchased by RFC pursuant to Section 3.11 of the Liquidity Agreement.

509420-0198-08617-NY02-2173867,1

Exhibit A

Land

509420-0198-08617-NY02,2173867,1

REVISION NUMBER: 2 COMMITMENT NUMBER: 06016118-450

PARCEL I: (FEE)

A part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East; thence on the South line of said quarter section, South 89° 58'39" East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie B. Edwards. recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North 00°1173" East 472.92 feet to a point on the proposed northerly right-of-way line of Ameriplex Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line, North 00° 11'13" East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line. North 44° 57'32" East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D.,LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land South 27°0449" East 230.75 feet to a point on the North line of land described in a deed to Atlantis Limited, recorded as Instrument Number 77-71815 in said Recorder's Office, thence on said North line, North 89°5839" West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South 00°1843" West 1265.59 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplex Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of 17°5046" and a radius of 2124.67 feet, thence westerly on said curve and unrecorded right-of-way line an arc distance of 661.79 feet (said are being subtended by a chord which bears North 73°2652" West 659.11 feet to the Point of Beginning), containing 15.187 acres, more or iess.

PARCEL II: (FEE)

A part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East; thence on the South line of said Quarter Section, South 89°5839" East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North 00°11'13" East 472.92 feet to a point on the proposed northerly right-of-way line Ameriplex Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said

line. North 00° 1173" East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line. North 44°57'32" East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land and also the westerly line of land also described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166352, the following two (2) courses: 1) South 27°0449" East 755,96 feet: 2) South 44°0147" East 845,73 feet to a point on the northerly right-of-way lie of Decatur Boulevard, the Grant of Right-of-Way of which is recorded as Instrument Number 99-25069 in said Recorder's Office, said point being on a non-tangent curve, concave southerly, having a central angle of 11°51'28" and a radius of 646.96 feet; thence southwesterly on said curve and right-of-way line an arc distance of 133.89 feet (said arc being subtended by a chord which bears South 60°3731" West 133.65 feet); thence North 6°1236" East 51.15 feet; thence North 44°0147" West 354.67 feet; thence North 89°32'06" West 56.07 feet; thence South 44°57'34" West 662.94 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplex Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of 20°0952" and a radius of 2124.67 feet; thence westerly on said curve and unrecorded right-of-way line an arc distance of 747,75 feet(said arc being subtended by a chord which bears North 72°17'23" West 743.90 feet to the Point of Beginning.

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EXCEPTING THEREFROM the following described real estate:

As part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, Decarur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14, Range 02 East; thence on the South line of said quarter section, South 89°5839" East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards. recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North 00°11'73" East 472.92 feet to a point on the proposed northerly right-of-way line of Ameriplex Parkway(unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line. North 00°11'13" East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line, North 44°57'32" East 929,24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land South 27°04'49" East 230.75 feet to a point on the North line of land described in a deed to Atlantis Limited, recorded as Instrument Number 77-71815 in said Recorder's Office; thence on said North line, North 89 5839" West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South 00°1843" West 1265.59 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplex Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of 17°5046" and a radius of 2124.67 feet; thence westerly on said curve and unrecorded right-of-way line an arc distance of 661.79 feet (said arc being subtended by a chord which bears North 73°2652" West 659.11 feet to the Point of Beginning, containing 15.187 acres, more or less.

PARCELS I and II, when combined are the same as the following perimeter description:

A part of the Southwest Quarter of Section 3, Township 14, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East; thence on the South line of said quarter section, South 89°5839" East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North 00°11'13" East 472.92 feet to a

point on the proposed northerly right-of-way line Ameriplex Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line, North 00°1173" East 625,66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line North 44°5732" East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land and also the westerly line of land also described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166352, the following two (2) courses: 1) South 27°04'49" East 755,96 feet; 2) South 44°01'47" East 845.73 feet to a point on the northerly right of way line of Decatur Boulevard, the Grant of Right-of-Way of which is recorded as Instrument Number 99-25069 in said Recorder's Office, said point being on a non-tangent curve, concave southerly, having a central angle of 11°51'28" and a radius of 646.96 feet, thence southwesterly on said curve and right-of-way line an arc distance of 133.89 feet (said are being subtended by a chord which bears South 60°3731" West 133.65 feet); thence North 6°1236" East 51.15 feet; thence North 44°0147" West 354.67 feet, thence north 89°32'06" West 56.07 feet; thence South 44°57'34" West 662,94 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplex Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of 20°0952" and a radius of 2124.67 feet thence westerly on said curve and unrecorded right-of-way line an arc distance of 747.75 feet (said are being subtended by a chord which bears North 72° 1723" West 743.90 feet to the Point of Beginning, containing 26.497 acres, more or less.

PARCEL III: (DRAINAGE)

Non-exclusive Temporary Drainage Easement dated January 12, 2000 and recorded January 19, 2000 as Instrument No. 2000-8126 to be created upon and over the following described land:

A strip of land, 30 feet in width, over a part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, lying 15 feet on each side of the following described centerline:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East, thence on the South line thereof, South 89 degrees 58 minutes 39 seconds East 736.17 feet; thence North 00 degrees 11 minutes 13 seconds East 20.00 feet to a point on the North right-of-way line of Milhouse Road, being the POINT OF BEGINNING of the herein described centerline; thence continuing North 60 degrees 11 minutes 13 seconds East 450.86 feet to a point on the northerly right-of-way line of future Ameriplex Parkway (unrecorded), and there terminating, the side lines of said strip to be lengthened or shortened to begin at the North right-of-way line of Milhouse Road and end at the northerly right-of-way of future Ameriplex Parkway, containing 0.310 acres, more or less.

LOT 3 IN CARLOW CORPORATE CENTER SOUTH UNIT 1, A PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 2001 AS DOCUMENT R2001-104725 IN WILL COUNTY, ILLINOIS.

Property Address: 7 1355 Remington Blvd. Bolingbrook, Illinois 60440

P.I.N.: 12-02-30-403-001-0000

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ANNEX I TO UCC-I 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 IPMorgan 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.

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"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

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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 Lieu 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.

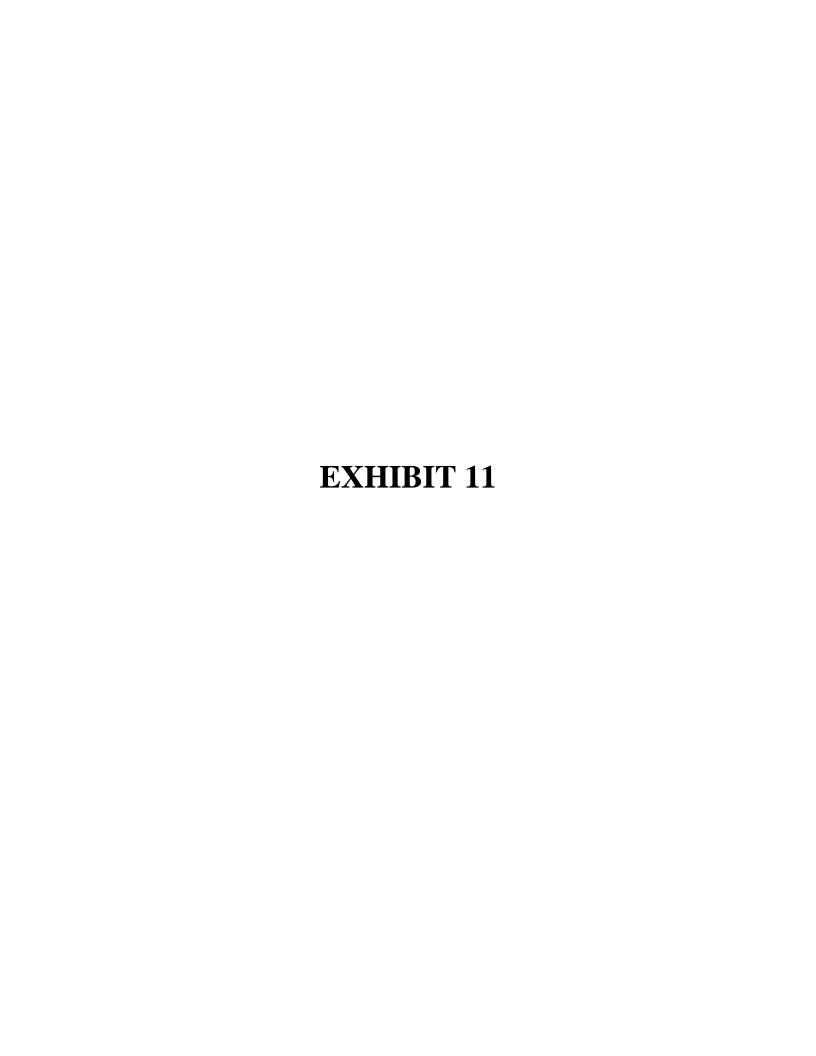
"U.S. Manufacturing Facility": (a) any plant or facility of a Grantor listed on Schedule 1 hereto, including all related or appurtenant land, buildings, Equipment and Fixtures, and (b) any plant or facility of a Grantor, including all related or appurtenant land, buildings, Equipment and Fixtures, acquired 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.

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Schedule 1 to Annex 1 to UCC-1 Financing Statement

Num	Facility	City	State
1	OM 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 MED FLINT TOOL & DIE	FLINT	Mf
20	GM MFD GRAND BLANC	GRAND BLANC	Mi
21	GM MED 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	ML
29	GM MFD SHREVEPORT	SHREVEPORT	LA
30	GM POWERTRAIN ALLISON BALTIMORE	WHITE MARSH	MD
31	GM POWERTRAIN BAY CITY	BAYCITY	Mī
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	ОН
40	GM POWERTRAIN TONA WANDA	BUFFALO	NY
41	GM POWERTRAIN WARREN TRANSMISSION	WARREN	MI
42	GM POWERTRAIN WILLOW RUN	YPSILANTI	MI

[[2660674]



From:

Silva, Ann B. <asilva@morganlewis.com> on behalf of

Toder, Richard S. <rtoder@morganlewis.com>

Sent:

Friday, June 19, 2009 10:00 AM

To:

stephen.karotkin@weil.com; tmayer@kramerlevin.com; john.rapisardi@cwt.com

Cc:

Toder, Richard S. <rtoder@morganlewis.com>; Gottfried, Andrew D.

<agottfried@morganlewis.com>

Subject: Attach:

GM - Mayer Brown Affidavit XScan001.pdf; exhs001.pdf

Message from Richard Toder and Andy Gottfried:

As we advised each of you yesterday, on October 30, 2008, an unauthorized UCC-3 termination statement was filed by Mayer Brown (acting as counsel for GM in an unrelated synthetic lease financing transaction in which JPMorgan Chase was Administrative Agent), with respect to the Delaware UCC-1 financing statement relating to the Term Loan Collateral. Attached herewith is an Affidavit executed by the Mayer Brown partner in charge of the synthetic lease transaction, which sets forth the circumstances under which the termination statement was filed, and makes clear that such action was unauthorized.

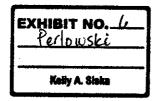
We received the Affidavit last night by e-mail and the exhibits were not affixed. We are attaching for your reference a set of the exhibits that we discussed with Mayer Brown as being the exhibits that will be attached to the original Affidavit, that we expect to receive either today or Monday via Federal Express.

We are hopeful that this clarifies the situation and removes any doubt that the termination statement was ineffective.

Morgan, Lewis & Bockius LLP 101 Park Avenue | New York, NY 10178-0600 Main: 212.309.6000 | Fax: 212.309.6001 www.morganlewis.com

DISCLAIMER

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UNITED STATES BANK SOUTHERN DISTRICT (F.NEW YORK	
In re	Χ	Chapter 11 Case No. 09-50026 (REG)
GENERAL MOTORS C	ORPORATION, et al.,	· ,
Deb	tors.	
	X	
STATE OF ILLINOIS)	
COUNTY OF COOK)		

Robert E. Gordon, being duly sworn, deposes and says:

- 1. I am a partner in the law firm Mayer Brown LLP ("Mayer Brown"). My practice concentrates in real estate and lease finance transactions.
- 2. Mayer Brown represented General Motors Corporation ("GM") in a synthetic lease transaction (the "Transaction") in 2001. I was responsible for the Transaction at Mayer Brown. That Transaction was set forth in a Participation Agreement dated October 31, 2001, among GM, as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1, as Lessor, Wilmington Trust Company, as Trustee, the Persons named therein as Investors, the Persons name therein as Backup Facility Banks, Relationship Funding Company, LLC, and The Chase Manhattan Bank (now know as JPMorgan Chase Bank), as Administrative Agent.
- 3. The Transaction financed GM's acquisition of certain real property (the "Properties").
- 4. In accordance with the Transaction, UCC financing statements were filed, including a UCC-1 financing statement filed with the Secretary of State of Delaware listing GM as debtor and JPMorgan Chase Bank, as Administrative Agent, as secured party. A copy of this

UCC-1 financing statement filed in Delaware listing GM as debtor (the "GM Lease Financing Statement") is attached as Exhibit A.

- 5. On October 30, 2008, GM paid all outstanding amounts due under the Transaction and exercised the purchase option provided for therein. As part of the termination of the Transaction, the parties executed a Termination Agreement and Release of Operative Agreements dated October 30, 2008 (the "Termination Agreement"). A copy of the Termination Agreement is attached as Exhibit B.
- 6. Pursuant to the Termination Agreement, GM was "authorize[d]... to file a termination of any existing Financing Statement relating to the Properties" that were financed in the Transaction. See Exhibit B.
- 7. In accordance with the authority given to GM in the Termination Agreement, Mayer Brown, as counsel to GM, caused a UCC termination statement to be filed with respect to the GM Lease Financing Statement filed for the Transaction. A copy of this termination statement is attached as Exhibit C.
- 8. Unbeknownst to me, the paralegal tasked with filing the termination statement for the GM Leasing Financing Statement referred to above also caused a termination statement to be filed with respect to a UCC-1 financing statement that is entirely unrelated to the Transaction or the Properties (the "Unrelated Financing Statement"). A copy of this UCC termination statement (the "Unrelated Termination Statement") is attached as Exhibit D.
- 9. The Unrelated Financing Statement, attached as Exhibit E, lists GM as debtor and JPMorgan Chase Bank, N.A., as secured party, but the terms of the financing statement demonstrate that it relates to collateral pledged under a November 29, 2006 term loan agreement (the "Term Loan Agreement") and did not relate to the Transaction or the Properties.

Mayer Brown has never represented GM with respect to the Term Loan Agreement among GM and others and JPMorgan Chase Bank, N.A., as Administrative Agent.

10. GM was not authorized by the Termination Agreement to terminate any

financing statement related to the Term Loan Agreement

Robert E. Gordon

Melan

Sworn to before me this 1874 day of June, 2009

Notary Public

"OFFICIAL SEAL"
Elizabeth A. Dwyer
Notary Public, State of Illinois
My Commission Exp. 05/18/2010

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SCHEDULE I

TO

UCC-I FINANCING STATEMENT

DEBTOR:

GENERAL MOTORS CORPORATION

767 Fifth Avenue

New York, New York 10153

SECURED PARTY:

AUTO FACILITIES REAL ESTATE TRUST 2001-1

c/o Wilmington Trust Company 1100 North Market Street

Wilmington, Delaware 19890-0001

ASSIGNEE OF

SECURED PARTY:

JPMORGAN CHASE BANK, as Administrative Agent

1 Chase Manhattan Plaza New York, New York 10081

This Financing Statement covers all of Debtor's right, title and interest in, to, and under the following property now owned or at any time hereafter acquired by Debtor, or in which Debtor may acquire any right, title or interest (all of which property being described below being hereafter collectively called the "Collateral"):

- (A) the parcel of real property described on Exhibit A attached hereto (the "Land"), together with (i) the Improvements, (ii) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and all permits, licenses and rights, whether or not of record, appurtenant to the Land, and (iii) all fixtures relating to the Improvements, including all components thereof, located in or on such Improvements, together with all replacements, modifications, alterations and additions thereto, but specifically excluding trade fixtures and other personal property of any subtenant at the Property (the property and interests described in clauses (i), (ii) and (iii), together with the Land, are collectively referred to as the "Property");
- (B) all the estate, right, title, claim or demand whatsoever of Debtor, in possession or expectancy, in and to the Property or any part thereof;
- (C) all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Property, and any

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reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Property to the center line thereof;

- (D) all substitutes and replacements of, and all additions and improvements to, the Property, subsequently acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Property, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Debtor;
- (E) all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Property or any part thereof, now existing or subsequently entered into by Debtor and whether written or oral and all guarantees of any of the foregoing with respect to the Property, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, and all rights of Debtor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Collateral;
- (F) all unearned premiums under insurance policies now or subsequently obtained by Debtor relating to the Property and Debtor's interest in and to all proceeds of any such insurance policies (including title insurance policies), including the right to collect and receive such proceeds; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein; and
- (G) all amendments, modifications, substitutions, replacements and additions of any of the foregoing, all proceeds, both cash and noncash, of any of the foregoing.

For purposes hereof, the following terms shall have the meanings set forth below:.

"Backup Facility Banks" is defined in the Preamble to the Participation Agreement.

"Backup Facility Loan" is any advance of funds made by a Backup Facility Bank under Section 2.2(a) of the Loan Facility Agreement and any portion of an RFC Loan which has been purchased by a Backup Facility Bank and converted pursuant to Section 2.3 of the Loan Facility Agreement.

"Improvements" shall mean the buildings, structures, and other improvements of every kind existing at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, curbs, gutters, flood controls, sanitary tie-ins, utility pipes, conduits and lines, parking areas and roadways, and including all additions to or changes in the Improvements at any time but excluding any additions or Improvements or other property in which Lessee retains ownership under the terms of the Lease, and all equipment, apparatus, furnishings, fittings and personal property of every kind and nature whatsoever purchased, leased or otherwise acquired by the Debtor using the proceeds of Loans or the Investor Contributions and now or subsequently attached to, contained in or used or usable in any way in connection with any operation or letting of the Land, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, holiday decorations, bidets, toilets, carpets, rugs, storm doors and windows, shelving, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilation, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description.

"Initial Closing Date" shall mean October 31, 2001.

"Investor Contribution" is defined in Section 1.2 of the Participation Agreement.

"Lease" means the Lease, dated as of the Initial Closing Date between Secured Party and Debtor, together with any Memoranda of Lease and Supplement.

"Liquidity Agreement" means that certain Liquidity Agreement dated as of the Initial Closing Date among RFC, the Backup Facility Banks, and The Chase Manhattan Bank (n/k/a JPMorgan Chase Bank).

"Loans" means the collective reference to Backup Facility Loans and RFC Loans.

"Loan Facility Agreement" means the Loan Facility Agreement dated as of the Initial Closing Date among RFC, the Backup Facility Banks, Secured Party, and The Chase Manhattan Bank (n/k/a JPMorgan Chase Bank).

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"Participation Agreement" means the Participation Agreement dated as of the Initial Closing Date among Debtor, Secured Party, Wilmington Trust Company, the investors party thereto, RFC, the Backup Facility Banks, and The Chase Manhattan Bank (n/k/a JPMorgan Chase Bank).

"RFC" means Relationship Funding Company, LLC, a Delaware limited liability company.

"RFC Loans" means any advance of funds made by RFC pursuant to Section 2.1 of the Loan Facility Agreement, and the portion of any Backup Facility Loan, which is repurchased by RFC pursuant to Section 3.11 of the Liquidity Agreement.

Exhibit A

<u>Land</u>

509420-0198-08617-NY02.2173867.1

REVISION NUMBER: 2 COMMITMENT NUMBER: 06016118-450

PARCEL I: (FEE)

A part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East; thence on the South line of said quarter section, South 89° 58'39" East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North 00°1113" East 472.92 feet to a point on the proposed northerly right-of-way line of Ameriplex Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line, North 00° 11'13" East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line, North 44° 57'32" East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land South 27°04'49" East 230.75 feet to a point on the North line of land described in a deed to Atlantis Limited, recorded as Instrument Number 77-71815 in said Recorder's Office; thence on said North line, North 89°5839" West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South 00°1843" West 1265.59 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplex Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of 17°5046" and a radius of 2124.67 feet; thence westerly on said curve and unrecorded right-of-way line an arc distance of 661.79 feet (said are being subtended by a chord which bears North 73°2652" West 659.11 feet to the Point of Beginning), containing 15.187 acres, more or less

PARCEL II: (FEE)

A part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East; thence on the South line of said Quarter Section, South 89°5839" East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North 00°11'13" East 472.92 feet to a point on the proposed northerly right-of-way line Ameriplex Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said

line, North 00°11'13" East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line, North 44°5732" East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land and also the westerly line of land also described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166352, the following two (2) courses: 1) South 27°04'49" East 755.96 feet; 2) South 44°01'47" East 845.73 feet to a point on the northerly right-of-way lie of Decatur Boulevard, the Grant of Right-of-Way of which is recorded as Instrument Number 99-25069 in said Recorder's Office, said point being on a non-tangent curve, concave southerly, having a central angle of 11°51'28" and a radius of 646.96 feet; thence southwesterly on said curve and right-of-way line an arc distance of 133.89 feet (said arc being subtended by a chord which bears South 60°3731" West 133.65 feet); thence North 6°1236" East 51.15 feet; thence North 44°0147" West 354.67 feet; thence North 89°32'06" West 56.07 feet; thence South 44°57'34" West 662.94 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplex Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of 20°0952" and a radius of 2124.67 feet; thence westerly on said curve and unrecorded right-of-way line an arc distance of 747.75 feet(said arc being subtended by a chord which bears North 72°1723" West 743.90 feet to the Point of Beginning.

REVISION NUMBER: 2 COMMITMENT NO. 06016118-450

EXCEPTING THEREFROM the following described real estate:

As part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14, Range 02 East; thence on the South line of said quarter section, South 89°58'39" East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North 00°11'13" East 472.92 feet to a point on the proposed northerly right-of-way line of Ameriplex Parkway(unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line, North 00°11'13" East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line, North 44°57'32" East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land South 27°0449" East 230.75 feet to a point on the North line of land described in a deed to Atlantis Limited, recorded as Instrument Number 77-71815 in said Recorder's Office; thence on said North line, North 89°5839" West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South 00°1843" West 1265.59 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplex Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of 17°5046" and a radius of 2124.67 feet; thence westerly on said curve and unrecorded right-of-way line an arc distance of 661.79 feet (said arc being subtended by a chord which bears North 73°2652" West 659.11 feet to the Point of Beginning, containing 15.187 acres, more or

PARCELS I and II, when combined are the same as the following perimeter description:

A part of the Southwest Quarter of Section 3, Township 14, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East; thence on the South line of said quarter section, South 89°5839" East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North 00°1173" East 472.92 feet to a

point on the proposed northerly right-of-way line Ameriplex Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line, North 00°11'13" East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line North 44°57'32" East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land and also the westerly line of land also described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166352, the following two (2) courses: 1) South 27°04'49" East 755.96 feet; 2) South 44°01'47" East 845.73 feet to a point on the northerly right of way line of Decatur Boulevard, the Grant of Right-of-Way of which is recorded as Instrument Number 99-25069 in said Recorder's Office, said point being on a non-tangent curve, concave southerly, having a central angle of 11°51'28" and a radius of 646.96 feet, thence southwesterly on said curve and right-of-way line an arc distance of 133.89 feet (said are being subtended by a chord which bears South 60°3731" West 133.65 feet); thence North 6°1236" East 51.15 feet; thence North 44°0147" West 354.67 feet, thence north 89°32'06" West 56.07 feet; thence South 44°57'34" West 662.94 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplex Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of 20°0952" and a radius of 2124.67 feet thence westerly on said curve and unrecorded right-of-way line an arc distance of 747.75 feet (said are being subtended by a chord which bears North 72°1723" West 743.90 feet to the Point of Beginning, containing 26.497 acres, more or less.

PARCEL III: (DRAINAGE)

Non-exclusive Temporary Drainage Easement dated January 12, 2000 and recorded January 19, 2000 as Instrument No. 2000-8126 to be created upon and over the following described land:

A strip of land, 30 feet in width, over a part of the Southwest Quarter of Section3, Township 14 North, Range 02 East of the Second Principal Meridian, lying 15 feet on each side of the following described centerline:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East, thence on the South line thereof, South 89 degrees 58 minutes 39 seconds East 736.17 feet; thence North 00 degrees 11 minutes 13 seconds East 20.00 feet to a point on the North right-of-way line of Milhouse Road, being the POINT OF BEGINNING of the herein described centerline; thence continuing North 00 degrees 11 minutes 13 seconds East 450.86 feet to a point on the northerly right-of-way line of future Ameriplex Parkway (unrecorded), and there terminating; the side lines of said strip to be lengthened or shortened to begin at the North right-of-way line of Milhouse Road and end at the northerly right-of-way of future Ameriplex Parkway, containing 0.310 acres, more or less.

LOT 3 IN CARLOW CORPORATE CENTER SOUTH UNIT 1, A PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 2001 AS DOCUMENT R2001-104725 IN WILL COUNTY, ILLINOIS.

Property Address: 1355 Remington Blvd. Bolingbrook, Illinois 60440

P.I.N.: 12-02-30-403-001-0000

UCC FINANCING STATEMENT AMENDME	ENT			
FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional]	2002225770		RE DEPARTMENT OF .C. FILING SECTION	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	6006335778	FILED	01:34 PM 03/05/2	2007
	<u> </u>	AMENDME.	FILING # 2092520 NT # 2007 08	
UCC DIRECT SERVICES	4		SRV: 070278695	
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SUTTE 1000				
HOUSTON IX 77019				
18. INITIAL FINANCING STATEMENT FILE #			1b. This FINANCING STATEMS to be filed (for record) (or re-	
2092526 7			REAL ESTATE RECORDS.	
2. TERMINATION: Effectiveness of the Financing Statement identified abo	we is terminated with respect to s	ecurity interest(s) of the S	Secured Party authorizing this Termin	ation Statement.
3. CONTINUATION: Effectiveness of the Financing Statement identified continued for the additional period provided by applicable law.	above with respect to security in	iteresi(s) of the Secured	Party authorizing this Continuation	Statement Is
4. ASSIGNMENT (full or partial): Give name of easignee in item 7a or 7b e	and address of assignee in item 7	c; and also give name of	assignor in Item 9.	
· • • • • • • • • • • • • • • • • • • •	4 i1	of record. Check only <u>or</u>	e of those two boxes.	
Also check one of the following three boxes and provide appropriate information CHANGE name and/or address: Give current record name in item 8e or 6b;		name: Give record name	ADD name: Complete item	7a or 7b, and also
name (if name change) in item 7a or 7b and/or new address (if address char	nge) in item 7c. to be del	eted in item 6a or 6b.	ADD name: Complete item item 7c; also complete item	s 7d-7g (if applicable).
6. CURRENT RECORD INFORMATION: [68, ORGANIZATION'S NAME]				
OR 65. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION: 78. ORGANIZATION'S NAME				
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7c, MAILING ADDRESS	СПУ		STATE POSTAL CODE	COUNTRY
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8. AMENDMENT (COLLATERAL CHANGE): check only gas box. Describe collateral deleted or edded, or give entire restated collateral deleted or deleted.	ateral description, or describe c	ollaterai 🔲 assigned.		
9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS	AMENDMENT			
JPMorgan Chase Bank, as Administrative Agent				
10. OPTIONAL FILER REFERENCE DATA				
DE-0-23995124-509420/0198 General Motors 000000				

EXWISH B

TERMINATION AGREEMENT AND RELEASE OF OPERATIVE AGREEMENTS

October 30, 2008

The parties to this Termination Agreement and Release of Operative Agreements (this "<u>Termination and Release</u>") acknowledge that the Lessee is exercising the Maturity Date Purchase Option pursuant to Section 20.2 of the Lease.

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, the undersigned, each of which is a party to one or more of the agreements identified as the Operative Agreements, hereby agree that (i) each of such Operative Agreements and any Commitment thereunder is hereby terminated and is discharged and of no further force or effect as of the date hereof, and (ii) the Administrative Agent and the Lessor do hereby (x) release all of their Liens and Lessor Liens against the Properties created by the Operative Agreements, (y) acknowledge that such Liens and Lessor Liens are forever released, satisfied and discharged and (x) authorize Lessee to file a termination of any existing Financing Statement relating to the Properties. The foregoing notwithstanding, the following provisions shall survive the termination hereby (A) any provision of the Operative Agreements which survives termination by its express terms, (B) the indemnification obligations set forth in Sections 12.1 (General Indemnity) and 12.2 (General Tax Indemnity) of the Participation Agreement (as defined herein), and (C) the obligations of the Lessee to pay Transaction Expenses pursuant to Section 8.2(iii) of the Participation Agreement.

All capitalized terms not otherwise defined herein shall have the meanings set forth in Annex A to that certain Participation Agreement dated as of October 31, 2001, among General Motors Corporation, as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1, as Lessor, Wilmington Trust Company, as Trustee, the Persons named therein as Investors, the Persons named therein as Backup Facility Banks, Relationship Funding Company, LLC, and JPMorgan Chase Bank, as Administrative Agent, as amended (the "Participation Agreement").

This Termination and Release may be executed in counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to be a single document.

This Termination and Release shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without regard to conflicts of law principles (other than Title 14 of Article 5 of the New York General Obligations Law), except to the extent the application of laws of another jurisdiction are mandatory.

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Ву:		n Trust Company, not in its capacity but solely as Trustee
	ву:	Milter
	Name: Title:	Michael B, McCarthy Vice President
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3 −1		Termination Agreement and Release of Operative Agreements

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	By: Wilmington Trust Company, not in its individual capacity but solely as Trustee
	By:
	Title:
EXECUTION RECOMMENDED WORLDWIDE REAL ESTATE BY:	GENERAL MOTORS CORPORATION, as Lessee and Construction Agent By:
	Title: DEBRA HOMIC HOGE DIRECTOR WORLDWIDE REAL ESTATE
	JPMORGAN CHASE BANK, as Administrative Agent and a Backup Facility Bank
	By:Name:
	Title:
	WILMINGTON TRUST COMPANY, in its individual capacity, only to the extent expressly set forth in the Participation Agreement
	By:
	RELATIONSHIP FUNDING COMPANY, LLC
· · ·	By: Name: Title:
9191785.2 27-Oct-08 11:00 00652500	S-1 Termination Agreement and Release of Operative Agreements

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	llmington Trust Company, not in its lividual capacity but solely as Trustee
Ву	Name: Title:
	L MOTORS CORPORATION, as Lessee ruction Agent
By: Name: Title:	
	AN CHASE BANK, as Administrative a Backup Facility Bank
Name: Title:	RICHARD W. DUKER MANAGING DIRECTOR
individual c	TON TRUST COMPANY, in its capacity, only to the extent expressly set Participation Agreement
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RELATION	ISHIP FUNDING COMPANY, LLC
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AUTO FACILIT 2001-1, as Lesso	TES REAL ESTATE TRUST
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GENERAL MOT and Construction	TORS CORPORATION, as Lessee Agent
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By: M-Mc	66
Name: Title:	Michael B. McCarthy Vice President
RELATIONSHIP	FUNDING COMPANY, LLC
Ву:	
Name: Title:	
S-i	Termination Agreement and Release of Operative Agreements

AUTO FACILITIES REAL ESTATE TRUST 2001-1, as Lessor
By: Wilmington Trust Company, not in its individual capacity but solely as Trustee
By:
Name: Title:
GENERAL MOTORS CORPORATION, as Lessee and Construction Agent
By:
Name: Title:
JPMORGAN CHASE BANK, as Administrative Agent and a Backup Facility Bank
Ву:
Name: Title:
WILMINGTON TRUST COMPANY, in its individual capacity, only to the extent expressly set forth in the Participation Agreement
Ву:
Name: Title:
RELATIONSHIP FUNDING COMPANY, LLC
Ву:
Name: Thomas J. Irvin Title: Manager

S-1

BTMU CAPITAL CORPORATION, as Secured Investor
ABV: Willaw
Name: Cheryl A. Behan Title: Senior Vice President
JH EQUITY REALTY INVESTORS, INC., as Equity Investor
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BNP PARIBAS, as a Backup Facility Bank By: Name:
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HSBC BANK USA, as a Backup Facility Bank
By:
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Title

BTMU CAPITAL CORPORATION, as Secured Investor
Dyn.
Name: Title:
JH EQUITY REALTY INVESTORS, INC., as Equity Investor
Ву:
Name: R. Douglas Donaldson Title: Treasurer
By: Louise E. Colby Name: Louise E. Colby
Name: Louise E. Colby Title: Vice President
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/	
Name:	Wayne Beckmann
Title:	Managing Director
BNP PARI	BAS, as a Backup Facility Bank
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ISBC BAN	IV USA on a Backum Facilia D. 1
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BTMU CAPITAL CORPORATION, as Secured Investor
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CITIBANK, N.A., as a Backup Facility Bank
Ву:
Name: Title:
BNP PARIBAS, as a Backup Facility Bank
By: WYMY (X)
Name: Lloyd G. Cox Title: Managing Director
By: Respondence
Name: Barry Mendelsohn Title: Director
HSBC BANK USA, as a Backup Facility Bank
Ву:
Name: Title:

HSBC BANK USA, N.A., as a Backup Facility Bank

Ву:

Name: Paul L. Hatton Title: Managing Director

CREDIT SUISSE, CAYMAN ISLANDS BRANCH
CREDIT SUISSE FIRST BOSTON, as a Backup
Facility Bank

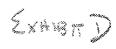
By:

Name: Mark Gleason
Title: Managing Director

By:

Name: Shaheen Malik
Title: Associate

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2. ADDITIONAL DEBT	OR'S EXACT FULL LEGAL NAME - INSMIT ONLY DO	hverstwate			NONE
24. ORGANIZATION'S	WAME	g debtor parme (2s or 2b) - do not abbreviate or o	soumples vertices		
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- New York & Dis	PEAME	PASTNAME	MICOLE	NAME	SUFFIX
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			MUDLE	NAME	SUFFIX
O. BOX 2558		div	STATE	POSTAL CODE	COUNTRY
		HOUSTON	TX	77252	USA
THIS FRIANCING STATEME	HT covers the following colleters:				1: / =

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

5. ALTERNATIVE DESIGNATION IS explicable) LESSEEA EGSOR CONSIGNEE/CONSIGNOR BALEE/BAROR SELLEDIGUYE 5. The FNANCRI STATEMENT is to be fact for record for record of mibin Real. 17. Chaes to RECULET BEARCH REPORT 50 oc Debter(s) 5. OFFICIAL PROPORTS. About Address of the record for reco	R AS.LIEN NON-UCCFLING AS Debtor 1 Debtor 2
6701-619 DE - Secretary of State	F#176913 A#274606

FILING OFFICE DOPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. DS/22/02)

This Annex I consists of 4 pages

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;
- 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).

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

[[2660674]]

Page 2 of 4

"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

[(2560674)]

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.

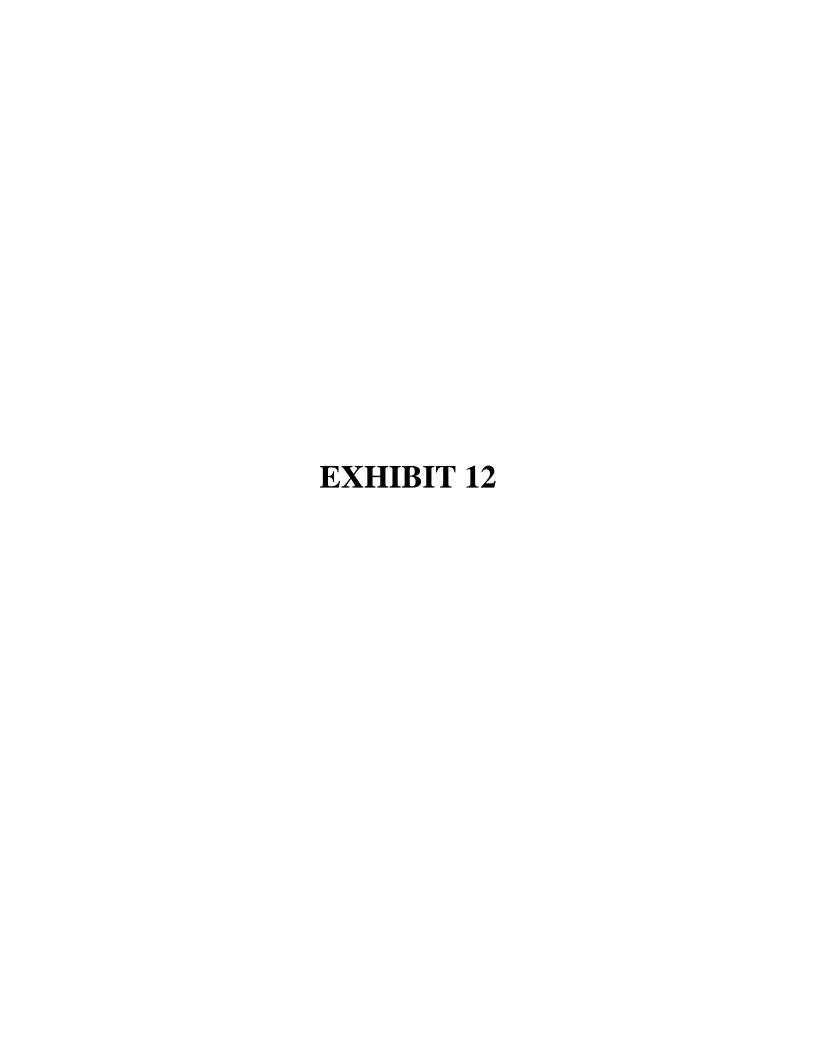
"U.S. Manufacturing Facility": (a) any plant or facility of a Grantor listed on Schedule 1 hereto, including all related or appurtenant land, buildings, Equipment and Fixtures, and (b) any plant or facility of a Grantor, including all related or appurtenant land, buildings, Equipment and Fixtures, acquired 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.

[[2660674]]

Schedule 1 to Annex 1 to UCC-1 Financing Statement

Num	Facility	City	State
1	GM ASSEMBLY ARLINGTON	ARLINGTON	TX
2	OM ASSEMBLY BOWLING GREEN	BOWLING GREEN	KY
3	GM ASSEMBLY DETROIT HAMTRAMCK	DETROIT	M
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	W
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 MORATNE	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 MPD 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.
10	GM POWERTRAIN ALLISON BALTIMORE	WHITE MARSH	MD
]	GM POWERTRAIN BAY CITY	BAY CITY	MI
12	GM POWERTRAIN BEDFORD	BEDFORD	IN
13	GM POWERTRAIN DEFIANCE	DEFIANCE	ОН
4	GM POWERTRAIN FLINT ENGINE SOUTH	FLINT	MI
3	GM POWERTRAIN LIVONIA	LIVONIA	М
6	GM POWERTRAIN MASSENA	MASSENA	NY
7	GM POWERTRAIN PARMA	PARMA	OH
8	GM POWERTRAIN ROMULUS ENGINE	ROMULUS	Mi
9	GM POWERTRAIN TOLEDO	TOLEDO	OH
0	GM POWERTRAIN TONAWANDA	BUFFALO	NY
ī	GM POWERTRAIN WARREN TRANSMISSION	WARREN	MI
2	GM POWERTRAIN WILLOW RUN	YPSILANTI	Mi

[[2660674]]



Berlin, Linda F.



Subject:

Gordon, Robert E.

Wednesday, October 01, 2008 8:46 AM

Green, Ryan

FW: Chase Synthetic Lease

Ryan:

Please put together this checklist draft. You should try to locate the document checklist from another recent release from this synthetic lease. Also, please break out the checklist to have separate sections for the different properties, as well as sections for general documents. Make sure to include required directions to the trustee.

Robert

Robert E. Gordon Mayer Brown LLP

Tel: 312 701 7153 rgordon@mayerbrown.com Fax: 312 701 7711

71 S. Wacker Drive Chicago, IL 60606 www.mayerbrown.com

Please consider the environment before printing this e-mail.

From: Gordon, Robert E.

Sent: Wednesday, October 01, 2008 8:44 AM

To: 'arun.sundaram@gm.com'

Cc: jeffrey.holy@gm.com; Green, Ryan; timothy.conder@gm.com

Subject: RE: Chase Synthetic Lease

Arun:

We will put together an initial draft of a brief checklist of required documents for the release and transfer.

Robert

Robert E. Gordon Mayer Brown LLP

Tel: 312 701 7153 rdon@mayerbrown.com x: 312 701 7711

EXHIBIT NO. 7
Green

Kelly A. Siska

1

71 S. Wacker Drive Chicago, IL 60606 www.mayerbrown.com

Please consider the environment before printing this e-mail.

From: arun.sundaram@gm.com [mailto:arun.sundaram@gm.com]

Sent: Tuesday, September 30, 2008 5:12 PM

To: Gordon, Robert E.

Cc: jeffrey.holy@gm.com; Green, Ryan; timothy.conder@gm.com

Subject: Re: Chase Synthetic Lease

Bob,

Thanks for the note below. We will be taking Option 1 i.e. buy back the properties. Can you please advise what paper work we should do between now and Oct 31. Plan to reach out to banks to let them know about the approach tomorrow.

Regards, Arun

General Motors Corporation

New York Treasurers Office | Structured Finance

fice: +1 212 418 6219 : +1 212 418 6419

ail: arun.sundaram@gm.com

"Gordon, Robert E." < RGordon@mayerbrown.com>

09/23/2008 06:14 PM

To <jeffrey.holy@gm.com>, <arun.sundaram@gm.com>, <timothy.conder@gm.com> cc "Green, Ryan" <Ryan.Green@mayerbrown.com>
Subject Chase Synthetic Lease

Pursuant to Section 20 of the Lease (copy attached), GM has the following options with respect to the upcoming maturity of the JP Morgan Chase Synthetic Lease (the Maturity Date is October 31, 2008):

- 1. GM can purchase the remaining properties from Lessor. Absent notice otherwise, GM is obligated to proceed with this option.
- 2. GM can elect to have its designee purchase the remaining properties. This option requires notice to the Lessor pursuant to the general notice provision of the Lease. <u>Question</u>: Please let us know if you would like to discuss proceeding with this option.

If GM chooses options (1) or (2) above, the properties will be transferred in accordance with Section 19.1(a) (attached for your reference) and the closing date will be the Maturity Date (or earlier upon 30 days' notice).

GM can purchase all of the beneficial interests in the lessor Trust. This option requires notice to Lessor resuant to both Section 20.4 and the general notice provision of the Lease. <u>Question</u>: Please let us know if you yould like to discuss proceeding with this option.

4. GM can elect to have its designee purchase all of the beneficial interests in the lessor Trust. This option requires notice to Lessor pursuant to both Section 20.4 and the general notice provision of the Lease. <u>Question:</u> lease let us know if you would like to discuss proceeding with this option.

GM chooses options (3) or (4) above, such interests will be transferred in accordance with Section 19.1(b) (attached for your reference) and the closing date must occur before the Maturity Date.

Please note the following other considerations:

- 1. The Lease allows GM, upon giving Lessor at least 12 months' prior written notice, the right to remarket the remaining properties at the end of the Lease in lieu of purchasing the remaining properties. We presume that GM did not elect to remarket and did not provide such notice on before October 31, 2007. Please confirm.
- 2. The Lease sets forth an early purchase option which would allow GM to purchase any or all of the remaining properties before the Maturity Date. Exercising this early purchase option may require 30 days prior written notice. We presume that GM does not wish to exercise this early termination purchase option.

Please let us know if you would like to discuss the options mentioned above.

Robert

<<XScan001.PDF>>

Robert E. Gordon Mayer Brown LLP

Tel: 312 701 7153 rgordon@mayerbrown.com :: 312 701 7711

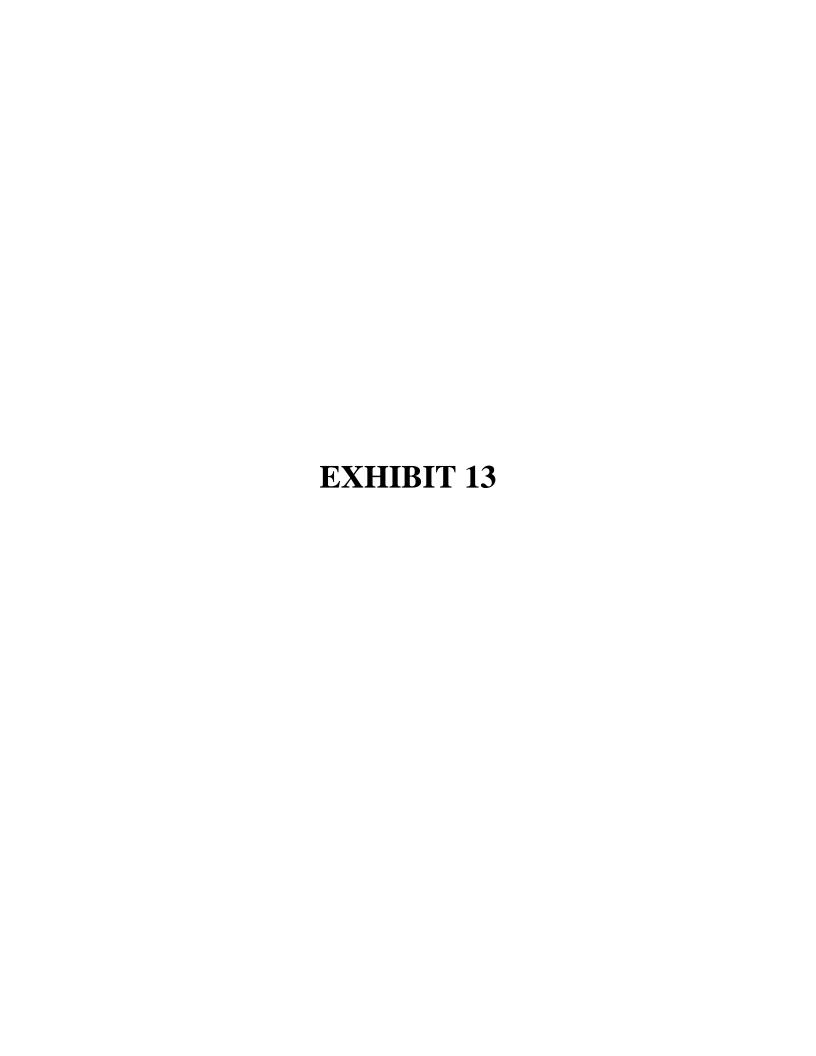
71 S. Wacker Drive Chicago, IL 60606 www.mayerbrown.com

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Berlin, Linda F.

Green, Ryan

Sent:

Wednesday, October 15, 2008 9:47 AM

To:

arun.sundaram@GM.COM; timothy.conder@gm.com

Subject:

GM/JPMorgan Chase Synthetic Lease Releases (Auto Facilities Real Estate Trust 2001-1)

Arun and Tim,

Attached find a checklist for the above-referenced transaction. I plan on sending draft documents to counsel for the Trustee and the Administrative Agent shortly.

Please let me know if you have any questions or comments.

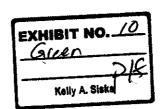
Thanks, Ryan

Ryan C. Green Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tel: 312 701 8032

Fax: 312 706 9268

ryan.green@mayerbrown.com





CLOSING CHALLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

16-Nov-09

ססכו	DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS COMMENTS	1
]						1
τ-	Letter of Direction	. छ	MB	5225216.2	MB preparing	
2	SPO Headquarters, Grand Blanc, MI					
4	A Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004378	Agent	MB	1457570.1	MB preparing	
ш,	B Release of Assignment of Leases (record) Lease §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379	Agent	M W	1457572.1	MB preparing	
J	C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C) Recorded 1/10/03, Instrument No. 200301100004374	Trust	WB	1457574.1	MB preparing	
u	D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing	
ш	E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	WB	5225459.2	MB preparing	
ш,	F Termination of UCCs Lease §19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800	Agent	M		MB preparing	

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (2).XLS 11/16/2009 1:\$7 PM 00652500

General Motors: Release of Properties nor JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008 CLOSIN

17-Nov-09

PARTIES AND COUNSEL

Lessee/Purchaser

General Motors Corporation ("GM")

Tim Cander (313) 665-6606

Timothy.Conder@gm.com

Gordon Ing

Gordon.M.Inq@am.com

Arun Sundaram (212) 418-6219

Arun.Sundaram@qm.com

Counsel to Lessee/Purchaser

Mayer Brown LLP ("MB") 71 S. Wacker Drive Chicago, IL 60606

Robert Gordon (312) 701- 7153

rgordon@mayerbrown.com

Ryan Green (312) 701- 8032

ryan, green@mayerbrown.com

Auto Facilities Real Estate Trust 2001-1

Lessor/Seller

Trustee

Wilmington Trust Сотрапу 1100 North Market Street

Wilmington, Delaware 19890-0001

Richards, Layton & Finger Glenn Kenton

Counsel to Trustee

JPMorgan Chase Bank ("Agent")

Administrative Agent

Richard Duker (Credit Contact)

(212) 270-3057 (phone) (212) 270-5127 (fax)

GM Checklist - Release of Properties from JPM Chase Synthetic Lease XLS 11/17/2009 6:58 AM 00652500

General Motors: Release of Properties norm JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008 CLOSIN

Doris Mesa (Administrative Contact) (212) 552-7265 (phone) (212) 552-5650 (fax)

Simpson Thatcher & Bartlett Counsel to Administrative Agent

Mardi Merjian

LandAmerica Commonwealth ("TC")

Title Company

William Wineman

248-816-3820 (Phone) 248-649-1626 (Fax)

1050 Wilshire Drive, Suite 310

Froy, MI 48081

wwineman@landam.com

Relationship Funding Company, LLC ("RFC")

BTM Capital Corporation ("SI")

Secured Investor Equity Investor

Conduit

JH Equity Realty Investors ("EI")

JPMorgan Chase Bank Citibank, N.A.

Backup Facility Banks

BNP Paribas HSBC Bank USA

Credit Suisse First Boston

Frankiin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI GM Powertrain L6 Engine Plant, Flint, MI SPO Headquarters Building, Grand Blanc, MI

Properties

GM Checklist - Release of Properties from JPM Chase Synthetic Lease XLS 11/17/2009 6:58 am 00652500

CLOSING CF

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

CLOSING DATE: October 31, 2008
SIGNED BY RESPONSIBLE DO

COMMENTS

		PARTY	: ;)		
Financing statement recorded 8/25/04, Instrument No. 200408250089803, Amendment recorded in Instrument No. 200706010047290					
G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB		MB preparing	
H Title Commitment/Underlying Documents	5	77	N/A	Received	
I Title Policy	70	TC	N/A	At closing	
J Payoff Letter	Agent	Agent		Open	
Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI					
A Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi)	Agent	MB		MB preparing	
B Release of Assignment of Leases (record) Lease §19.1(a)(vi)	Agent	MB		MB preparing	
C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C)	-Trust	MB		MB preparing	
D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing	
E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	MB	5225468.1	MB preparing	·
		Financing statement recorded 8/25/04, Instrument No. 200408250089803, Amendment recorded in Instrument No. 200706010047290 Affidavit for Title Company re: no liens Lease §19. 1(a)(vi) Title Commitment/Underlying Documents Title Policy Payoff Letter Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI Release of Mortgage (record) Lease §19. 1(a)(i)(C), 19. 1(a)(vi) Release of Short Form Memorandum of Lease (record) Lease §19. 1(a)(i)(C) Quitclaim Deed (record) Lease §19. 1(a)(i)(A) Bill of Sale and Assignment Lease §19. 1(a)(i)(B)	Financing statement recorded 8/25/04, Instrument No. 200408250089803, Amendment recorded in Instrument No. 200706010047290 Affidavit for Title Company re: no liens Lease §19.1(a)(iv) Title Policy Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi) Release of Assignment of Leases (record) Release of Short Form Memorandum of Lease §19.1(a)(i)(C) Quitclaim Deed (record) Lease §19.1(a)(i)(A) Bill of Sale and Assignment Lease §19.1(a)(i)(A) Trust Lease §19.1(a)(i)(A) Trust Lease §19.1(a)(i)(B)	Financing statement recorded 8/25/04, Instrument No. 200408250089803, Amendment recorded in Instrument No. 200706010047290 Trust MB Affidavit for Title Company re: no liens Trust MB Lease §19.1(a)(vi) TC TC Title Commitment/Underlying Documents TC TC Title Policy TC TC Payoff Letter Agent Agent Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI Agent MB Release of Mortgage (record) Agent MB Lease §19.1(a)(i)(C), 19.1(a)(vi) Agent MB Lease §19.1(a)(i)(c) Trust MB Lease (record) Trust MB Lease §19.1(a)(i)(A) Trust MB Bill of Sale and Assignment Trust MB Lease §19.1(a)(i)(B) Trust MB	Financing statement recorded 8/25/04, Instrument No. 20040825008903, Amendment recorded in Instrument No. 20040825008903, Amendment recorded in Instrument No. 200706010047290 Trust MB Affidavit for Title Company re: no liens Trust MB Lease § 19.1(a)(v) TC TC Title Policy TC TC Title Policy TC TC Payoff Letter Agent Agent Franklin Parking Deck, Vacant Parcel 6/C Agent Agent Release of Mortgage (record) Agent MB Lease § 19.1(a)(i)(C), 19.1(a)(v) Agent MB Release of Mortgage (record) Trust MB Lease § 19.1(a)(i)(C) Trust MB Lease § 19.1(a)(i)(C) Trust MB Lease § 19.1(a)(i)(A) Trust MB Lease § 19.1(a)(i)(A) Trust MB Lease § 19.1(a)(i)(B) Trust MB Lease § 19.1(a)(i)(B) Trust MB

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (2),XLS 11/16/2009 1/37 PM 00652500

DOCUMENT

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

SIGNED BY RESPONSIBLE DOC. # STAT PARTY

COMMENTS

STATUS

			PAKIY		المستنات والمراو
	F Termination of UCCs Lease §19.1(a)(vi) file number 2007 1919660, file date 5/21/07	Agent	M M		MB preparing
	G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB		MB preparing
	H Title Commitment/Underlying Documents	7C	TC	N/A	Awaiting
	1 Title Policy	70	57	N/A	At closing
	J Payoff Letter	Agent	Agent		Open
4	GM Powertrain L6 Engine Plant, Flint, MI				
	A Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi)	Agent	MB		MB preparing
	B Release of Assignment of Leases (record) Lease §19.1(a)(vi)	Agent	WB		MB preparing
	C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C)	Trust	MB		MB preparing
	D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing
	E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	MB	5225467.1	MB preparing

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (2).XLS 11/16/2009 1.37 PM 00652500

DOCUMENT

CLOSING CH

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

COMMENTS MB preparing MB preparing MB preparing At closing STATUS Awaiting Open DOC. # ۲ ₹ CLOSING DATE: October 31, 2008 RESPONSIBLE PARTY Agent <u>@</u> <u>Ω</u> ≥ MΒ ည ပ္ SIGNED BY Agent Trust Agent Agent ပ္ 2 H Title Commitment/Underlying Documents Termination of UCCs (central, DE filings) G Affidavit for Title Company re: no liens General Documentation Termination of UCCs Lease §19.1(a)(vi) Lease §19.1(a)(vi) J Payoff Letter 1 Title Policy DOCUMENT

MB preparing 9191785.2 ۲ **US Participants** <u>®</u> US Participants Agent, RFC, SI **Facility Banks** GM, Trust, EI, Backup number 6416808 4, file date 11/30/06) B Termination of Operative Agreements Participation Agreement §14.10 C IRS Form W-9

2092532 5, file date 4/12/02 and file number

certain U.S. manufacturing facilities (file fixtures and related collateral located at

financing statement as to equipment,

2092526 7, file date 4/12/02))

Blanket-type financing statements as to real

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property and related collateral located in

Marion County, Indiana (file number

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (2).XLS 11/16/2009 1:47 PM 00652500

CLOSING CH

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

CLOSING DATE: October 31, 2008

SIGNED BY RESPONSIBLE DOC. # STAT

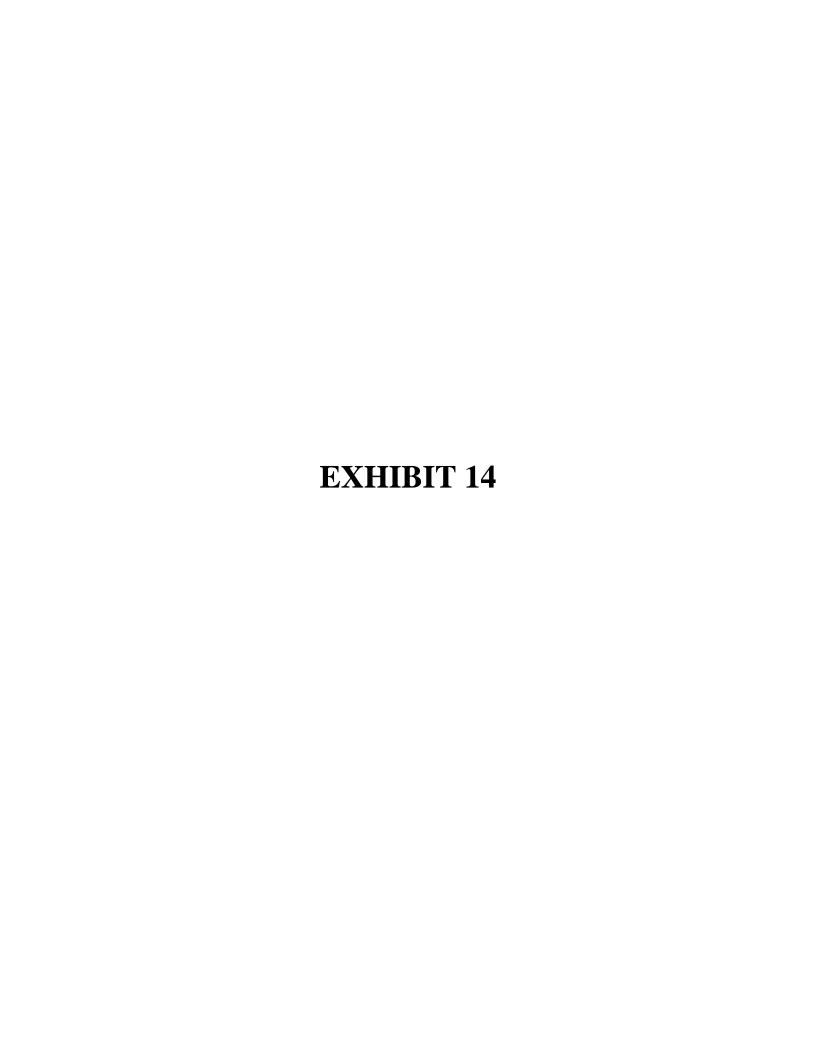
PARTY

COMMENTS

STATUS

	MB preparing	MB preparing	MB preparing
N/A	5225470.1	5225546.1	9197777.2
Non-US Participants	MB	MB	MB
Non-US Participants	Trust	Trust	Trust, Agent, RFC, SI, EI, Backup Facility Banks
D IRS Form W-8BEN	E FIRPTA Affidavit Lease §19.1(a)(ii)	F Authority and Organizational Documents required by TC	G Representation and Warranty regarding the absence of liens Lease §19.1(a)(iv)

DOCUMENT





arun.sundaram@gm.comTo: RICHARD.DUKER@jpmorgan.com

cc: timothy.conder@gm.com, jeffrey.holy@gm.com, "Green, Ryan"

10/15/2008 11:47 AM

<Ryan.Green@mayerbrown.com>
Subject: Re: Auto Facilities Real Estate Trust

Rick,

Our lawyers (Mayer Brown) might be reaching out to you (Agent) and the Trustee to discuss the closing process. In any case, attached is the check-list developed by Mayer Brown. Please let us know if you have any questions.

Regards, Arun

General Motors Corporation

New York Treasurers Office | Structured Finance

Office: +1 212 418 6219 Fax: +1 212 418 6419

Email: arun.sundaram@gm.com

RICHARD.DUKER@jpmorgan.com

To "Arun Sundaram" <arun.sundaram@gm.com>

œ

09/09/2008 05:39 PM

Subject Auto Facilities Real Estate Trust

Arun,

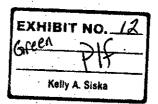
With the facility expiring in October, I wanted to confirm your plans/timing for the repurchase of the remaining properties.

Thanks

Rick

Generally, this communication is for informational purposes only and it is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. In the event you are receiving the offering materials attached below related to your interest in hedge funds or private equity, this communication may be intended as an offer or solicitation for the purchase or sale of such fund(s). All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates.

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GM Checklist - Release of Properties from

JPM Chase Synthetic Lease XLS

Type: application/vnd.ms-excel
Name: GM Checklist - Release of Properties from JPM
Chase Synthetic Lease XLS

General Motors: Release of Properties and JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

17-Dec-09

PARTIES AND COUNSEL

Lessee/Purchaser

General Motors Corporation ("GM")

Timothy.Conder@gm.com (313) 665-6606 Tim Conder

Gordon Ing

Gordon.M.Ing@am.com

Arun.Sundaram@gm.com Arun Sundaram (212) 418-6219

Counsel to Lessee/Purchaser

Mayer Brown LLP ("MB") 71 S. Wacker Drive

Chicago, IL 60606

rgordon@mayerbrown.com Robert Gordon (312) 701- 7153

(312) 701-8032 Ryan Green

ryan.green@mayerbrown.com

Auto Facilities Real Estate Trust 2001-1

Lessor/Seller

Trustee

Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890-0001

Richards, Layton & Finger Glenn Kenton

JPMorgan Chase Bank ("Agent")

Administrative Agent

Counsel to Trustee

Richard Duker (Credit Contact) (212) 270-3057 (phone) (212) 270-5127 (fax)

JPMCB - 00000908 12/17/2009 12:00 PM 00652500

CLOSIN© CKLIST General Motors: Release of Properties win JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

Doris Mesa (Administrative Contact) (212) 552-7265 (phone) (212) 552-5650 (fax)

Simpson Thatcher & Bartlett Mardi Merjian Counsel to Administrative Agent

LandAmerica Commonwealth ("TC")

Title Company

William Wineman

248-816-3820 (Phone) 248-649-1626 (Fax) 1050 Wilshire Drive, Suite 310

Troy, MI 48081

wwineman@landam.com

Relationship Funding Company, LLC ("RFC")

BTM Capital Corporation ("SI")

Secured Investor Equity Investor

Conduit

JH Equity Realty Investors ("EI")

JPMorgan Chase Bank

Backup Facility Banks

Citibank, N.A. BNP Paribas

HSBC Bank USA Credit Suisse First Boston

SPO Headquarters Building. Grand Blanc, MI Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroll, MI GM Powertrain L6 Engine Plant, Flint, MI

Properties

CLOSING CKLIST General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

17-Dec-09

DOC	DOCUMENT	SIGNED BY	RESPONSIBLE	# .DOC	STATUS	COMMENTS	
_	I etter of Direction	Ū	ow ow	0 970000	Q		
٠. ٥	SPO Headminatore Grand Blone Mi	5	O.	7.01 76.70	we preparing		
	A Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004378	Agent	WB W	1457570.1	MB preparing		
. 	B Release of Assignment of Leases (record) Lease §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379	Agent	ΜB	1457572.1	MB preparing		
J	C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C) Recorded 1/10/03, Instrument No. 200301100004374	Trust	MB	1457574.1	MB preparing		
ن	D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing		
	E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	MB	5225459.2	MB preparing		
u.	F Termination of UCCs Lease §19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800	Agent	B ⊠		MB preparing		



CLOSING CKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

200	DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	Z008. # DOC. #	STATUS	COMMENTS	
	Financing statement recorded 8/25/04, Instrument No. 200408250089803, Amendment recorded in Instrument No. 200706010047290						
	G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB		MB preparing		
_	H Title Commitment/Underlying Documents	<u>D</u>	TC	N/A	Received		
-	I Title Policy	<u>p</u>	ဍ	N/A	At closing		
	J Payoff Letter	Agent	Agent		Open		
m	Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI						
	A Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi)	Agent	MB		MB preparing		
	B Release of Assignment of Leases (record) Lease §19.1(a)(vi)	Agent	œ W		MB preparing		
	C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C)	Trust	MB		MB preparing		
_	D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	æ		MB preparing		
; .	E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	g ▼	5225468.1	MB preparing		

lorgan Chase Synthetic Lease General Motors: Release of Properties Tro

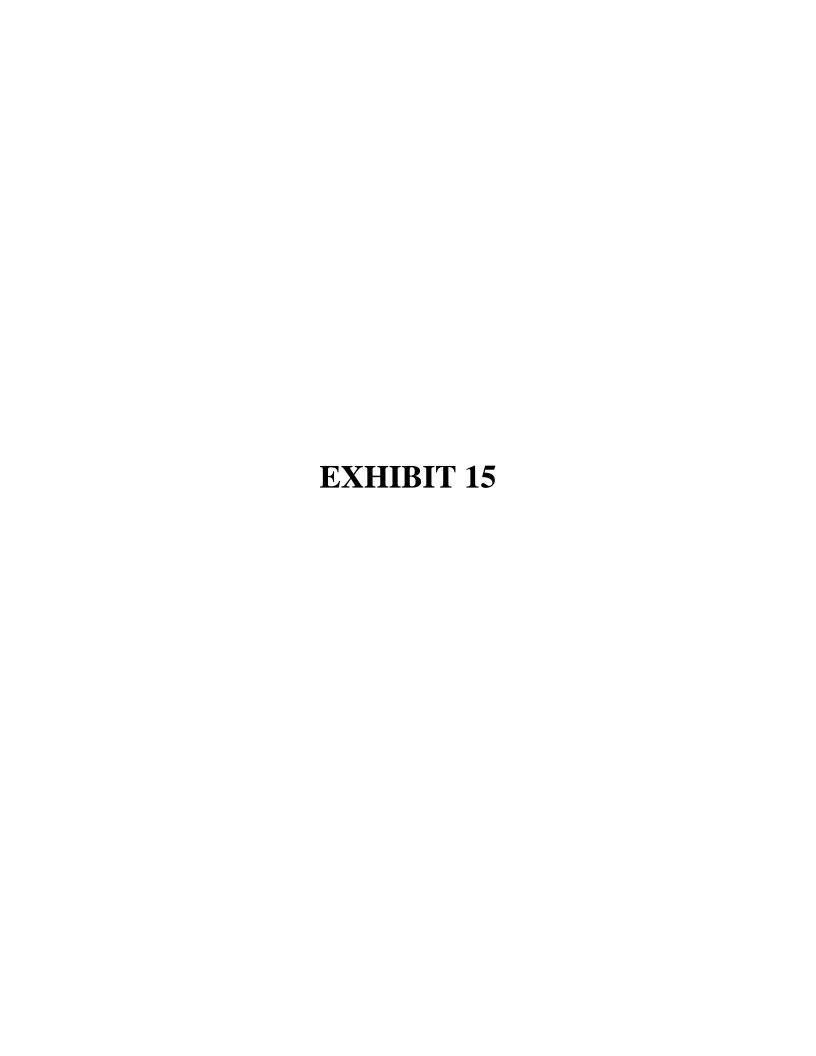
	CLOSING	CLOSING DATE: October 31, 2008	2008			
DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	# DOC.#	STATUS	COMMENTS	
F Termination of UCCs Lease §19.1(a)(vi) file number 2007 1919660, file date 5/21/07	Agent	MB		MB preparing		
G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB		MB preparing		
H Title Commitment/Underlying Documents	<u>ნ</u>	ပ္	N/A	Awaiting		· · · · · · · · · · · · · · · · · · ·
1 Title Policy	7	၁၂	N/A	At closing		:
J Payoff Letter	Agent	Agent		Open		•
4 GM Powerfrain L6 Engine Plant, Flint, MI						
A. Release of Mortgage (record) Lease §19.1(a)(l)(C), 19.1(a)(w)	Agent	æ X		MB preparing		
B Release of Assignment of Leases (record) Lease §19.1(a)(vi)	Agent	MB		MB preparing		
C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C)	Trust	W.B.		MB preparing	. (
D. Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	WB		MB preparing		
E Bill of Sale and Assignment Lease §19.1(a)(f)(B)	Trust	a W	5225467.1	MB preparing		

CLOSING CKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

DOCUMENT	SIGNED BY	ED BY RESPONSIBLE	DOC. #	STATUS CC	COMMENTS	
		PARTY				-
F Termination of UCCs Lease §19.1(a)(vi)	Agent	MB		MB preparing	1	•
G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB		MB preparing	-	
H Title Commitment/Underlying Documents	1	70	N/A	Awaiting	•	
1 Title Policy	TC	<u>0</u>	N/A	At closing	,	
J Payoff Letter	Agent	Agent		Open	•	
5 General Documentation						
A Termination of UCCs (central, DE filings) Blanket-type financing statements as to real property and related collateral located in Marion County, Indiana (file number 2092532 5, file date 4/12/02) financing statement as to equipment, fixtures and related collateral located at certain U.S. manufacturing facilities (file number 6416808 4, file date 11/30/06)	Agent	a ₩ ₩		MB preparing		
B Termination of Operative Agreements Participation Agreement §14.10	GM, Trust, Agent, RFC, SI, EI, Backup Facility Banks	WB	9191785.2	MB preparing		
C IRS Form W-9	US Participants	US Participants	A'Z			

CLOSING CKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

D IRS Form W-8BEN					
	Non-US Non-I	Non-US Participants	N/A		
E FIRPTA Affidavit Lease §19.1(a)(ii)	Trust	MB	5225470.1	MB preparing	
F Authority and Organizational Documents required by TC	Trust	MB	5225546.1	MB preparing	
G Representation and Warranty regarding the Trust, absence of liens Backup	Trust, Agent, RFC, SI, EI, Backup Facility	MB	9197777.2	MB preparing	





From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 12:48 PM

To:

Merjian, Mardi R; Kenton@rlf.com

Subject:

GM/JPMorgan Chase Synthetic Lease Property Releases (Auto Facilities Real Estate Trust

Attachments: GM Checklist - Release of Properties from JPM Chase Synthetic Lease.XLS

Mardi and Glenn.

Attached find a draft of the checklist for the above-referenced transaction. I expect to send draft documents later

Best,

Ryan

Ryan C. Green Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tel: 312 701 8032

Fax: 312 706 9268

ryan.green@mayerbrown.com



<<GM Checklist - Release of Properties from JPM Chase Synthetic Lease XLS>>

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Letter of Direction SI MB 5225216.3 MB Is SPO Headquarters, Grand Blanc, MI A Release of Mortgage (record) Agent MB 1457570.1 MB Is Lease §19.1(a)(i), 19.1(a)(ii) Recorded 1/10/03 Instrument No. Agent MB 1457572.1 MB Is Lease §19.1(a)(iv) Recorded 1/10/03, Instrument No. Z00301100004379 Trust MB 1457574.1 MB Is C Release of Short Form Memorandum of Lease §19.1(a)(iv) Trust MB 1457574.1 MB Is C Release of Short Form Memorandum of Lease §19.1(a)(iv) MB Trust MB MB Is Lease (record) Toolood 374 MB Trust MB MB Is Lease (14)(iv)(A) E Bill of Sale and Assignment Trust MB 5225459.2 MB Is Lease §19.1(a)(iv)(A) F Termination of UCCs Agent MB MB Is MB Is Lease §19.1(a)(iv)(A) F Termination of UCCs Agent MB MB Is MB Is <th>CUMENT</th> <th>SIGNED BY</th> <th>RESPONSIBLE PARTY</th> <th># DOC. #</th> <th>STATUS</th> <th>COMMENTS</th>	CUMENT	SIGNED BY	RESPONSIBLE PARTY	# DOC. #	STATUS	COMMENTS
Release of Mortgage (record) Agent Lease §19.1(a)(i)(). Agent Lease §19.1(a)(i)(). MB 1457570.1 Lease §19.1(a)(i)(C), 19.1(a)(i) Recorded 1/10/03, Instrument No. 200301100004378 Agent MB 1457572.1 11457572.1 Release of Assignment of Leases (record) Agent MB 1457572.1 11457572.1 Release of Short Form Memorandum of Lease (record) Trust MB 1457574.1 11457572.1 Release of Short Form Memorandum of Lease (record) Trust MB 1457574.1 11457574.1 Lease (record) Trust MB 1457574.1 11457574.1 Recorded 1/10/03, Instrument No. 200301100004374 Trust MB 5225459.2 N Lease §19.1(a)(i)(A) Bill of Sale and Assignment Trust MB 5225459.2 N Lease §19.1(a)(i)(A) Financing statement recorded 825/04, N N N Financing statement recorded 825/04, Instrument No. 200408250089800 N Agent N N N	Letter of Direction	ឆ	WB	5225216.3	MB preparing	
Release of Mortgage (record) Agent Lease § 19.1(a)(i/d) Agent MB Agent MB<	SPO Headquarters, Grand Blanc, MI			•		
Release of Assignment of Leases (record) Agent MB 1457572.1 Lease §19.1(a)(v) Recorded 1/10/03, Instrument No. 200301100004379 1457574.1 Release of Short Form Memorandum of Lease (record) Trust MB 1457574.1 Lease (record) Lease §10.1(a)(i)(c) Recorded 1/10/03, Instrument No. Recorded 1/10/03, Instrument No. Recorded 1/10/03, Instrument No. Instrument No. Aultclaim Deed (record) Trust MB 5225459.2 Instrument No. Lease §19.1(a)(i)(A) Agent MB 5225459.2 Instrument No. 200408250089800 Lease §19.1(a)(v) Financing statement recorded 8/25/04, Instrument No. 200408250089800 Agent MB Instrument No. 200408250089800		Agent	MB	1457570.1	MB preparing	
Release of Short Form Memorandum of Lease (record) Trust MB 1457574.1 Lease (record) Lease \$19.1(a)(i)(c) Recorded 1/10/03, Instrument No. 200301100004374 MB 5225459.2 Quitclaim Deed (record) Trust MB 5225459.2 Lease \$19.1(a)(i)(A) Termination of UCCs Agent MB Termination of UCCs Agent MB Financing statement recorded 8/25/04, Instrument No. 200408250089800		Agent	MB	1457572.1	MB preparing	
Quitclaim Deed (record) Trust MB Lease §19.1(a)(i)(A) Trust MB 5225459.2 Bill of Sale and Assignment Trust MB 5225459.2 Lease §19.1(a)(i)(B) Agent MB Termination of UCCs Agent MB Lease §19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800	C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C) Recorded 1/10/03, Instrument No. 200301100004374	Trust	W	1457574.1	MB preparing	
Bill of Sale and Assignment Trust MB 5225459.2 Lease §19.1(a)(i)(B) Agent MB Agent Agent MB Termination of UCCs Agent Agent </td <td>D Quitclaim Deed (record) Lease §19.1(a)(i)(A)</td> <td>Trust</td> <td>MB</td> <td></td> <td>MB preparing</td> <td></td>	D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing	
Termination of UCCs Lease §19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800		Trust	MB	5225459.2	MB preparing	
		Agent	MB		MB preparing	

3M Checklist - Release of Properties from JPM Chase Synthetic Lease (4).XLS



General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008 SIGNED BY RESPONSIBLE DOC. # STAT

CUMENT

COMMENTS

STATUS

PARTY	Financing statement recorded 8/25/04, Instrument No. 200408250089803, Amendment recorded in Instrument No. 200706010047290	G Affidavit for Title Company re: no liens Trust MB Lease §19.1(a)(vi)	H Title Commitment/Underlying Documents TC TC	דכ דכ	Agent Agent	Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, Mi	Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi)	Release of Assignment of Leases (record) Agent MB Lease §19.1(a)(vi)	C Release of Short Form Memorandum of Trust MB Lease (record) Lease §19.1(a)(i)(C)	Trust MB	Trust MB 522
		MB preparing	N/A Received .	N/A At closing	Open		MB preparing	MB preparing	MB preparing	MB preparing	5225468.1 MB preparing

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (4).XLS



General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

COMMENTS MB preparing MB preparing MB preparing MB preparing MB preparing MB preparing At closing STATUS Awaiting Open DOC. # ۲ Ϋ́ CLOSING DATE: October 31, 2008 RESPONSIBLE PARTY Agent MΒ MB 2 MΒ ΜB 2 Æ <u>MB</u> SIGNED BY Agent Trust Agent Agent Agent ည Trust Trust ပ္ file number 2007 1919660, file date 5/21/07 GM Powertrain L6 Engine Plant, Flint, MI B Release of Assignment of Leases (record) H Title Commitment/Underlying Documents C Release of Short Form Memorandum of G Affidavit for Title Company re: no liens A Release of Mortgage (record) Lease §19.1(a)(l)(C), 19.1(a)(vi) D Quitclaim Deed (record) F Termination of UCCs Lease §19.1(a)(i)(C) Lease §19.1(a)(i)(A) Lease §19.1(a)(vi) Lease §19.1(a)(vi) Lease §19.1(a)(vi) Lease (record) J Payoff Letter Title Policy CUMENT

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (4).XLS

MB preparing

5225467.1

MB

Trust

E Bill of Sale and Assignment

Lease §19.1(a)(i)(B)



CLOSING TECKLIST General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

	CLUSING	CLUSING DATE: October 31, 2008	2008			
	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS	
F Termination of UCCs Lease §19.1(a)(vi)	Agent	MB		MB preparing		
G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB		MB preparing		
H Title Commitment/Underlying Documents	ΣŢ	J.	N/A	Awaiting		
l Title Policy	72	72	N/A	At closing		
J Payoff Letter	Agent	Agent		Open		
General Documentation						
A Termination of UCCs (central, DE filings) Blanket-type financing statements as to real property and related collateral located in Marion County, Indiana (file number 2092532 5, file date 4/12/02 and file number 2092526 7, file date 4/12/02)) financing statement as to equipment, fixtures and related collateral located at certain U.S. manufacturing facilities (file number 6416808 4, file date 11/30/06)	Agent	MB	•	MB preparing		
B Termination of Operative Agreements	GM, Trust, Agent, RFC, SI, EI, Backup Facility	MB	9191785.2	MB preparing		
Participation Agreement §14,10	Banks					
C IRS Form W-9	US Participants	US Participants	N/A			

M Checklist - Release of Properties from JPM Chase Synthetic Lease (4),XLS



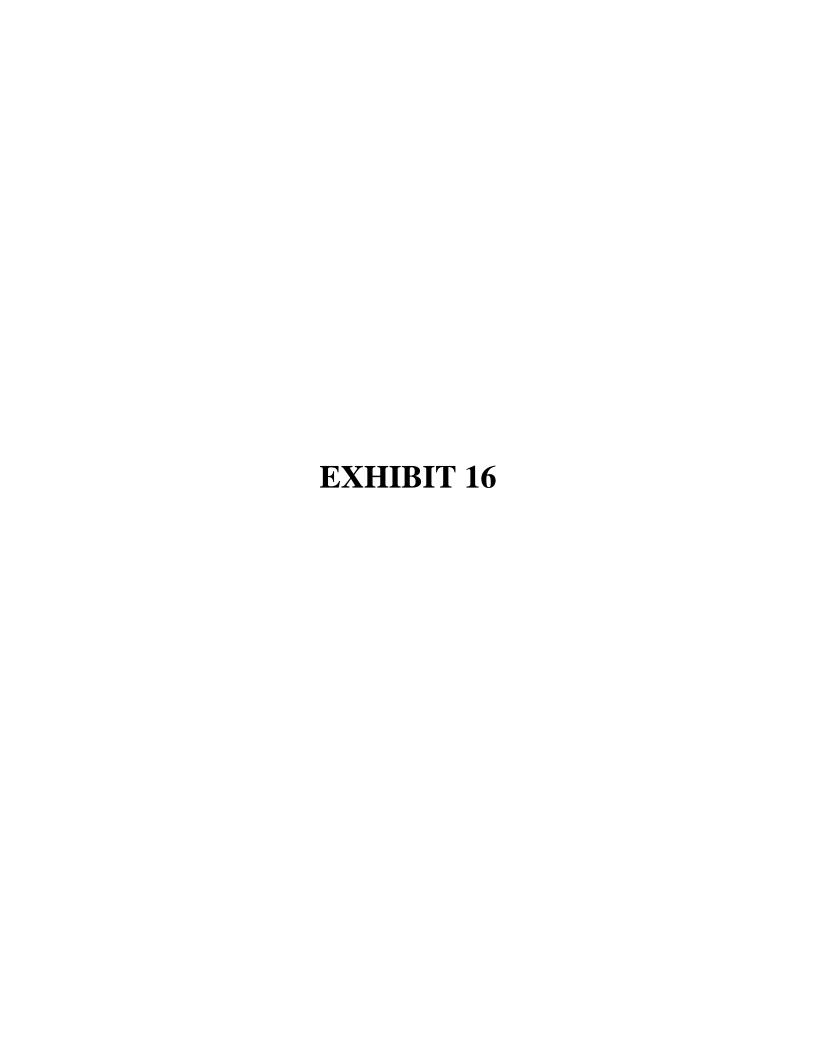
CLOSINCE TECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008
SIGNED BY RESPONSIBLE DOC. # STAT

COMENT

COMMENTS

STATUS

		PARTY		
D IRS Form W-8BEN	Non-US Participants	Non-US Participants	N/A	
E FIRPTA Affidavit Lease §19.1(a)(ii)	Trust	MB	5225470.1	MB preparing
F Certificate of Trust	Trust	MB	5225546.1	MB preparing
G Certificate regarding the absence of liens	Trust, Agent, RFC, SI, EI,	MB	9197777.2	MB preparing
Lease §19.1(a)(iv)	Backup Facility Banks			





From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 5:27 PM

To:

Merjian, Mardi R; Ledyard, Michael

Cc:

arun.sundaram@gm.com; timothy.conder@gm.com; Gordon, Robert E.; Gonshorek, Stewart

C.; McCarthy, Michael B.

Subject:

GM/JPMorgan Chase - Synthetic Lease (Auto Facilities Real Estate Trust 2001-1)

Attachments: General Documentation (incl. Letter of Direction); Grand Blanc, MI; Detroit, MI; Flint, MI; GM

Checklist - Release of Properties from JPM Chase Synthetic Lease XLS

Mardi and Michael.

Attached please find an updated checklist and drafts of the closing documents (except the deeds and title affidavits, which will follow).

Note that we are awaiting updated title commitments and underlying title documents relating to the properties in Flint and Detroit. The drafts relating to these properties remain subject to our review of the related title documents.

Also, note that the drafts are being transmitted to our client simultaneously and remain subject to our client's



Please contact me with any questions or comments you may have.

Best, Ryan

Ryan C. Green. Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tel: 312 701 8032

Fax: 312 706 9268

rvan.green@mayerbrown.com

<<General Documentation (incl. Letter of Direction)>> <<Grand Blanc, MI >> <<Detroit, MI>> <<Flint, MI>> <<GM Checklist - Release of Properties from JPM Chase Synthetic Lease.XLS>>

IRS CIRCULAR 230 NOTICE. Any tax advice expressed above by Mayer Brown LLP was not intended or written to be used, and cannot be used, by any taxpayer to avoid U.S. federal tax penalties. If such advice was written or used to support the promotion or marketing of the matter addressed above, then each offeree should seek advice from an independent tax advisor.



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From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 4:40 PM

To:

Green, Ryan

Subject:

General Documentation (incl. Letter of Direction)

Attachments: GM/JPMorgan Chase: termination agreement (initial draft).DOC; GM/JPM Chase - Certificate regarding absence of liens (initial draft).DOC; GM-SPO Letter of Direction (MB Draft 10/15).DOC; GM-SPO - FIRPTA - Auto Facilities Real Estate Trust 2001-1.DOC; Certificate of Trust - Michigan Release.DOC; fw8ben[1].pdf; fw9[1].pdf; gm/2000 lease financing - ucc3 general [3].PDF; gm/2000 lease financing - ucc3 - general [2].PDF; gm/2000 lease financing -

ucc3 - general [1].PDF

<<GM/JPMorgan Chase: termination agreement (initial draft).DOC>> <<GM/JPM Chase - Certificate regarding absence of liens (initial draft).DOC>> <<GM-SPO Letter of Direction (MB Draft 10/15).DOC>> <<GM-SPO -FIRPTA - Auto Facilities Real Estate Trust 2001-1.DOC>> << Certificate of Trust - Michigan Release.DOC>> <<fw8ben[1].pdf>> <<fw9[1].pdf>> <<gm/2000 lease financing - ucc3 - general [3].PDF>> <<gm/2000 lease financing - ucc3 - general [2].PDF>> << gm/2000 lease financing - ucc3 - general [1].PDF>>

Ryan C. Green Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tel: 312 701 8032

Fax: 312 706 9268

ryan.green@mayerbrown.com



TERMINATION AGREEMENT AND RELEASE OF OPERATIVE AGREEMENTS

October , 2008

The parties to this Termination Agreement and Release of Operative Agreements (this "Termination and Release") acknowledge that the Lessee is exercising the Maturity Date Purchase Option pursuant to Section 20.2 of the Lease.

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, the undersigned, each of which is a party to one or more of the agreements identified as the Operative Agreements, hereby agree that (i) each of such Operative Agreements and any Commitment thereunder is hereby terminated and is discharged and of no further force or effect as of the date hereof, and (ii) the Administrative Agent and the Lessor do hereby (x) release all of their Liens and Lessor Liens against the Properties created by the Operative Agreements, (y) acknowledge that such Liens and Lessor Liens are forever released, satisfied and discharged and (x) authorize Lessee to file a termination of any existing Financing Statement relating to the Properties. The foregoing notwithstanding, the following provisions shall survive the termination hereby (A) any provision of the Operative Agreements which survives termination by its express terms, (B) the indemnification obligations set forth in Sections 12.1 (General Indemnity) and 12.2 (General Tax Indemnity) of the Participation Agreement (as defined herein), and (C) the obligations of the Lessee to pay Transaction Expenses pursuant to Section 8.2(iii) of the Participation Agreement.

All capitalized terms not otherwise defined herein shall have the meanings set forth in Annex A to that certain Participation Agreement dated as of October 31, 2001, among General Motors Corporation, as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1, as Lessor, Wilmington Trust Company, as Trustee, the Persons named therein as Investors, the Persons named therein as Backup Facility Banks, Relationship Funding Company, LLC, and JPMorgan Chase Bank, as Administrative Agent, as amended (the "Participation Agreement").

This Termination and Release may be executed in counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to be a single document.

This Termination and Release shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without regard to conflicts of law principles (other than Title 14 of Article 5 of the New York General Obligations Law), except to the extent the application of laws of another jurisdiction are mandatory.

[The remainder of this page is intentionally left blank]

Termination Agreement and Release of Operative Agreements



The undersigned have executed this Termination and Release as of the date first above here written.

AUTO FACILITIES REAL ESTATE TRUST 2001-1, as Lessor
By: Wilmington Trust Company, not in its individual capacity but solely as Trustee
By: Name: Title:
GENERAL MOTORS CORPORATION, as Lessee and Construction Agent
By:Name: Title:
JPMORGAN CHASE BANK, as Administrative Agent and a Backup Facility Bank
By: Name: Title:
WILMINGTON TRUST COMPANY, in its individual capacity, only to the extent expressly set forth herein
By: Name: Title:
RELATIONSHIP FUNDING COMPANY, LLC
By:Name: Title:
S-1 Termination Agreement and

BTMU CAPITAL CORPORATION, as Secured Investor
B _V ·
By: Name: Title:
JH EQUITY REALTY INVESTORS, INC., as Equity Investor
Ву:
Name: Title:
Ву:
Name: Title:
CITIBANK, N.A., as a Backup Facility Bank
By:Name: Title:
BNP PARIBAS, as a Backup Facility Bank
Ву:
Name:
Title:
Ву:
Name:
Title:
HSBC BANK USA, as a Backup Facility Bank
Ву:
Name:
Title:

Termination Agreement and



CREDIT SUISSE FIRST BOSTON, as a Backup Facility Bank		
Ву:		
Name:		
Title:		
By:		
Name:		
Title:		

Termination Agreement and



CERTIFICATE

TO: General Motors Corporation

This Certificate is delivered to you pursuant to Section 19.1(a)(iv) of the Lease executed in connection with that certain Participation Agreement, dated as of October 31, 2001, among General Motors Corporation, as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1, as Lessor, Wilmington Trust Company, as Trustee, the Persons named therein as Investors, the Persons named therein as Backup Facility Banks, Relationship Funding Company, LLC, and JPMorgan Chase Bank, as Administrative Agent, as amended (the "Participation Agreement"). Capitalized terms used but not otherwise defined herein have the respective meanings specified in Annex A to the Participation Agreement.

The undersigned hereby certifies as to the absence of (i) any Liens created by the Operative Agreements that are attributable to such Person and (ii) any Lessor Liens attributable to such Person.

The undersigned has caused this Certificate to be executed and delivered by a duly authorized officer thereof as of this _____ day of October, 2008.

l_{l}



¹ To be delivered by Auto Facilities Real Estate Trust 2001-1, JPMorgan Chase Bank, Relationship Funding Company, LLC, Citibank, N.A., BNP Paribas, HSBC Bank USA, Credit Suisse First Boston, BTM Capital Corporation and JH Equity Realty Investors.

Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890-0001

RE: Auto Facilities Real Estate Trust 2001-1

Gentlemen:

Pursuant to Section 4.2(a) of the Trust Agreement, dated as of October 31, 2001 (the "Trust Agreement"), among BTMU Capital Corporation (f/k/a BTM Capital Corporation), as Secured Investor, JH Equity Realty Investors, Inc., as Equity Investor, and Wilmington Trust Company, as Trustee (the "Trustee") thereunder, the undersigned as the "Required Investors", hereby authorizes and directs you, in your capacity as Trustee, to execute, deliver and perform the documents listed on Exhibit A hereto in connection with the sale by the captioned trust of all of its right, title and interest in and to the real and personal property owned by it in Grand Blanc, Michigan, Detroit, Michigan, and Flint, Michigan, in such forms as may be delivered to the Trust by the law firm of Mayer Brown, LLP and acceptable to the Secured Investor.

The undersigned confirms that such authorization and direction and each such action by you pursuant to the foregoing authorization and direction (i) is not inconsistent with the terms of the Operative Agreements to which the Trustee is a party and, (ii) is covered by the indemnification provided under Section 4.3 of the Trust Agreement and Section 12.1 of the Participation Agreement.

Capitalized terms used but not defined herein shall have the respective meanings provided in or by reference in the Participation Agreement.





IN WITNESS WHEREOF, the undersigned has duly executed and delivered this direction letter as of the date set forth above.

BTMU Capital Corporation

Ву:	
Name:	
Title:	



EXHIBIT A



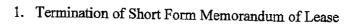
Grand Blanc, Michigan:

- 1. Termination of Short Form Memorandum of Lease
- 2. Quitclaim Deed
- 3. Bill of Sale and Assignment
- 4. Title Affidavit

Detroit, Michigan

- 1. Termination of Short Form Memorandum of Lease
- 2. Quitclaim Deed
- 3. Bill of Sale and Assignment
- 4. Title Affidavit

Flint, Michigan



- 2. Quitclaim Deed
- 3. Bill of Sale and Assignment
- 4. Title Affidavit

General Documentation

- 1. Certificate regarding the absence of liens
- 2. FIRPTA
- 3. Certificate of Trust
- 4. Termination and Release of Operative Agreements





CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Code section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust ("Transferor"), the undersigned, in accordance with Treasury regulation §1.1445-2(b)(2), hereby certifies the following on behalf of Transferor:

- 1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign person (as those terms are defined in the Code and Income Tax Regulations);
- 2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
- 3. Transferor's U.S. Employer Identification Number is 51-6524430; and
- 4. Transferor's office address is 1100 N. Market St., Wilmington, DE 19890.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declares that I have authority to sign this document on behalf of Transferor.

Date: October	. 2008
---------------	--------

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

ву:	wilmington Trust Company, not in individual capacity but solely as Trustee	its
	Ву:	
	Name:	
	Tiela	

GM-SPO FIRPTA Auto Facilities Real Estate Trust 2001-1

CHDB02 5225470.1 10-Oct-08 18:53 00652500

CERTIFICATE OF TRUST



STATE OF _	······································
COUNTY OF	

The undersigned Trustee, being first duly sworn, on oath state:

- 1. The name of the trust is: Auto Facilities Real Estate Trust No. 2001-1
- 2. The date of the trust instrument is: October 31, 2001
- 3. The name and mailing address of each grantor is:

Name: Auto Facilities Real Estate Trust No. 2001-1

Address: Rodney Square North, 1100 North Market Street, Wilmington, DE 19890-0001

4. The name and mailing address of each trustee empowered to act under the trust instrument at the time of execution of this certificate:

Name: Wilmington Trust Corporation

Address: Rodney Square North, 1100 North Market Street, Wilmington, DE 19890-0001

- 5. The legal description of all interests in real property owned by or conveyed to the trust: "See Exhibit (A) attached hereto for legal description"
- 6. The anticipated date of termination of the Trust is: UNKNOWN
- 7. The general powers of the Trustee(s) contained in Sections 11.2, 2.2 and 4.2 of the Trust Agreement.
- 8. Any person may rely upon this Certificate of Trust as proof of the existence of the Trust, and is relieved of any obligation or duty to verify that any transaction entered in to by the Trustees(s) is consistent with the terms and conditions of the Trust.
- 9. This Certificate of Trust is executed as evidence of the existence of the Trust, the terms and conditions of which are incorporated herein by reference. By the terms of the Trust, in the event of the death, resignation, or incapacity of the Primary Trustee, the Successor trustee shall become acting trustee without further act, bond, or order.

The statements contained in the Trust Certificate are true and correct and there are no other provisions in the trust instrument, or amendments to it, that limit the powers of the trustees to sell, convey, pledge, mortgage, lease, or transfer title to interests in real or personal property.

		`	
DATE:	Signature of Grantor		
· · · · · · · · · · · · · · · · · · ·	organizate of Oranior		

₹	

	Print Name
STATE OF	
COUNTY OF	
day of	ne, the undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named he) (she) (they) executed the above and foregoing
	NOTARY PUBLIC
My commission Expires	•

EXHIBIT A



LEGAL DESCRIPTION

Grand Blanc, Michigan

Unit 1 Grand Pointe Park Condominium as recorded in Master Liber 3661 Pages 672 to 727 inclusive, as amended by First Amendment recorded in Master Liber 3880 Pages 939 to 944 inclusive, and designated as Genesee County Condominium Subdivision Plan No. 193 with rights in General Common Elements and Limited Common Elements as set forth in above Master Deed and as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

Flint, Michigan

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 ½ 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, 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 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 a the point of beginning.



Parcel 2: That part of the Southeast ¼ 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 ½ 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 332.85 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.

Detroit, Michigan

Form W-8BEN

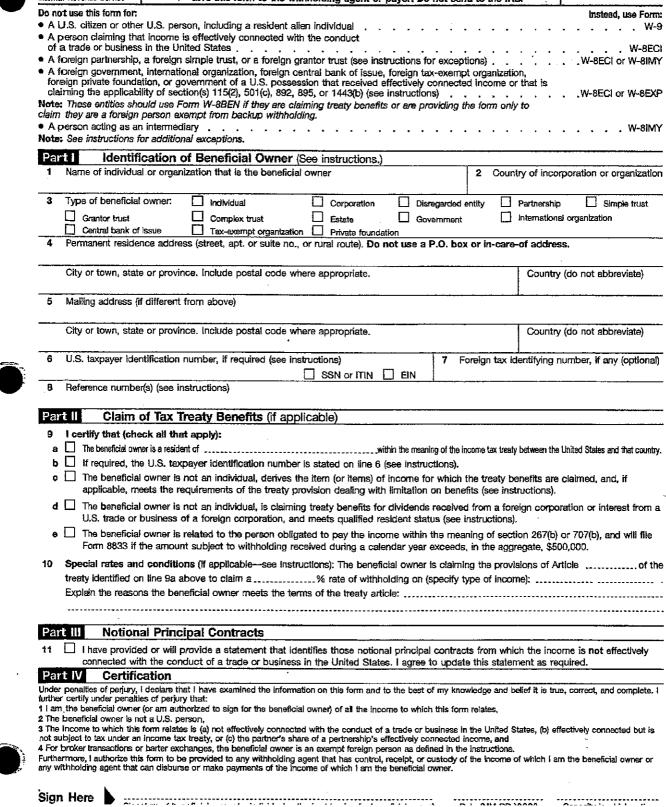
(Rev. February 2006)

Department of the Treasury Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

Section references are to the Internal Revenue Code.
 See separate instructions.
 Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621



Form (Rev. October 2007) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Ņ	Name (as shown on your income tax return)						
on page	Business name, if different from above						
Print or type Specific Instructions	Check appropriate box ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Umited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► ☐ Exempt payee						
Prim Ic Ins	Address (number, street, and apt. or suite no.)	Requester's nar	me and address (optional)				
Specifi	City, state, and ZiP code						
See	List account number(s) here (optional)	<u>.</u>	_				
Part	Taxpayer Identification Number (TIN)						
alien,	your TiN in the appropriate box. The TiN provided must match the name given on Line 1 to p withholding. For individuals, this is your social security number (SSN). However, for a resole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entity imployer Identification number (EIN). If you do not have a number, see How to get a TIN or	sident	cial security number				
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose or to enter.	page 3.	or player identification number				
Part	II Certification		<u> </u>				

Under penalties of penury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the internal
 notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

		and an english to	
Ci			
Sign Here	Signature of	· · · · · · · · · · · · · · · · · · ·	
Here	U.S. person ▶		
	C.C. person P	Date ▶	
_			

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

· The U.S. owner of a disregarded entity and not the entity,





- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

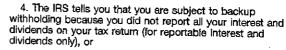
If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- The IRS tells the requester that you furnished an incorrect TIN,



5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

if the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part i of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

if you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.





Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- The United States or any of its agencies or instrumentalities.
- A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include;

- A corporation.
- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 - A real estate investment trust.
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
 - 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for		
Interest and dividend payments	All exempt payees except for 9		
Broker fransactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker		
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5		
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7		

See Form 1099-MiSC, Miscellaneous income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MiSC are not exempt from backup withholding; medical and health care payments, attorneys' fees, and payments for services paid by a federal executiva agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (TIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.sea.gov.you you may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form



- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds peid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

_	For this type of account:	Give name and SSN of:
	Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The πlnor ²
4.	 a. The usual revocable savings trust (grantor is also trustee) 	The grantor-trustee '
	 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner '
5.	Sole proprietorship or disregarded entity owned by an individual	The owner 3
	For this type of account:	Give name and EIN of:
	- 77	Olse HRUB SUG FIM OL
6.	Disregarded entity not owned by an individual	The owner
7.	Disregarded entity not owned by an individual A valid trust, estate, or pension trust	
7.	Disregarded entity not owned by an individual	The owner
7. 8. 9.	Disregarded entity not owned by an individual A valid trust, estate, or pension trust Corporate or LLC electing corporate status on Form 8832 Association, club, religious, charitable, educational, or other tax-exempt organization	The owner Legal entity '
7. 8. 9.	Disregarded entity not owned by an individual A valid trust, estate, or pension trust Corporate or LLC electing corporate status on Form 8832 Association, club, religious, charitable, educational, or other	The owner Legal entity * The corporation
7. 8. 9. 10. 11.	Disregarded entity not owned by an individual A valid trust, estate, or pension trust Corporate or LLC electing corporate status on Form 8832 Association, club, religious, charitable, educational, or other tax-exempt organization	The owner Legal entity ⁴ The corporation The organization

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

*List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your Identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user faisely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

program payments

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax original laws, or to federal law enforcement and intelligence agencies to combat terrorism.



You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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File with DE SOS [Matter No. 00652500] [Doc. No. 1457978]



From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 4:43 PM

To:

Green, Ryan

Subject:

Grand Blanc, MI

Attachments: gm/2000 lease financing - release of mortgage [grand blanc][hq].DOC; gm/2000 lease financing - release of air [grand blanc][hq].DOC; gm/2000 lease financing - term of lease supp [grand blanc][hq].DOC; gm/2000 lease financing - ucc3 - grand blanc [1].PDF; gm/2000 lease financing - ucc3 - grand blanc [2].PDF; GM-SPO - Grand Blanc, MI - Bill of Sale (Trust to GM)

(MB Draft 10/10).DOC

<<gm/>grn/2000 lease financing - release of mortgage [grand blanc][hq].DOC>> <<gm/2000 lease financing - release of air [grand blanc][hq].DOC>> <<gm/2000 lease financing - term of lease supp [grand blanc][hq].DOC>> <<grn/2000 lease financing - ucc3 - grand blanc [1].PDF>> <<gm/2000 lease financing - ucc3 - grand blanc [2].PDF>>

<<GM-SPO - Grand Blanc, MI - Bill of Sale (Trust to GM) (MB Draft 10/10).DOC>>





THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE

THIS RELEASE OF MORTGAGE (this "Release"), made and given as of the _____ day of _____, 2008, by JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust, as owner (the "Mortgagor"), granted a certain Mortgage dated as of January 6, 2003, and recorded on January 10, 2003, as Instrument No. 200301100004378, in the Official Records of Genesee County, Michigan (the "Mortgage"), covering certain real property in Genesee County, Michigan.
- B. The Mortgagor desires that Releasor release and discharge from the lien of the Mortgage the real property, and Releasor is willing to release the lien on such real property and all of Releasor's interest therein (the "Release Property") as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property and all of Releasor's interest therein from the lien of the Mortgage, and the Mortgage is hereby fully paid, satisfied, released, discharged and terminated.

This Release applies to and covers all of the Mortgaged Property (as defined in the Mortgage) and rights granted under, or encumbered by, the Mortgage, including, without limitation, the Release Property.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Mortgage.

[SIGNATURE PAGE FOLLOWS]

_ 1 ..





IN WITNESS WHEREOF, Releasor has executed this Release as of the date first above written.

	JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, as Administrative Agent on behalf of the Investors
	Ву:
	Its:
	"Releasor"
STATE OF)	
COUNTY OF	SS.:
JPMORGAN CHASE BANK, N.A.,	undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named led that [he] [she] is of F/K/A JPMORGAN CHASE BANK, a Agent for the Investors, and that for and on behalf of leed [he] [she] executed the above and foregoing orized by said corporation to do so.
	Notary Public in and for the State of



EXHIBIT A LEGAL DESCRIPTION



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF ASSIGNMENT OF LEASES, RENTS/ STRUCTURAL SUPPORT AGREEMENT

THIS RELEASE OF ASSIGNMENT OF LEASES, RENTS/STRUCTURAL SUPPORT AGREEMENT (this "Release"), made and given as of the ___ day of _____, 2008, by JPMORGAN CHASE BANK, N.A., f/k/a JPMORGAN CHASE BANK, as with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:



- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust (the "Assignor"), executed a certain Assignment of Leases, Rents and Structural Support Agreement dated as of January 6, 2003, and recorded on January 10, 2003, as Instrument No. 200301100004379, in the Official Records of Genesee County, Michigan (as amended, modified or supplemented, the "Assignment"), covering certain real property in Genesee County, Michigan.
- B. The Assignor desires that Releasor release and discharge from the lien of the Assignment the real property which is subject to the Assignment, and Releasor is willing to release all of the real property covered by the Assignment (the "Release Property"), as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property from the real property which is covered by the Assignment.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

_ 1 _





IN WITNESS WHEREOF, Releasor, as Agent for the lenders, has executed this Release as of the date first above written.

JPMO:	RGAN C	HASE BAN	JK, N.A., F	K/A
		CHASE		as
Admin	istrative A	Agent for the	e Investors	
Ву:				
Its:	···			

1.457570 00/5000

STATE OF)	
COUNTY OF)	SS.:
JPMORGAN CHASE BANK, N.A., f/k Administrative Agent for the Investors, a	the undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named wledged that [he] [she] is of a JPMorgan Chase Bank, a as and that for and on behalf of the said corporation, and as above and foregoing instrument, after first having been a so.
	Notary Public in and for the State of
·	Printed or Typed Name of Notary My Commission Expires:

_ 2 _



EXHIBIT A LEGAL DESCRIPTION



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

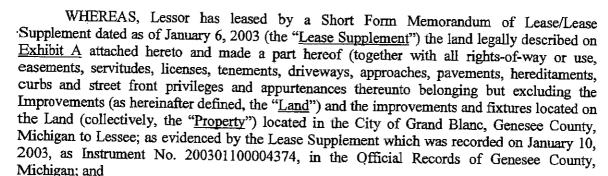
Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE	FOR	RECORD	ER'S	USE	ONLY

TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT

THIS TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT (this "Termination") is made this ____ day of ______, 2008 by and between, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust, through Wilmington Trust Company, not in its individual capacity but solely as Trustee ("Lessor"), and GENERAL MOTORS CORPORATION, a Delaware corporation ("Lessee").

WITNESSETH:



WHEREAS, the parties desire to terminate the Lease (as defined in the Lease Supplement) and release the Lease Supplement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Termination, as follows:

1. <u>Termination of Lease and Release of Lease Supplement</u>. Effective as of the date hereof, the Lease and Lease Supplement are terminated insofar as they demise the Property. This Termination does not terminate any covenants, warranties, indemnities or other obligations of Lessor or Lessee under the Lease which by their terms expressly survive the release or termination of such Lease; provided, however, that this Termination shall act as a release and termination of all liens, claims and interests Lessor possess under the Lease in and to the Property.





Liability of Trustee. It is expressly understood and agreed by the parties hereto that (i) this Termination is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee of the Trust, in the exercise of the powers and authority conferred and vested in it as such Trustee, (ii) each of the representations, undertakings and agreements herein made on the part of Trustee is made and intended not as personal representations, undertakings and agreements by Trustee but is made and intended for the purpose of binding only the Trust Estate, (iii) nothing herein contained shall be construed as creating any liability on Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto and (iv) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of any party hereto, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Trustee under this Termination of the Lease.

3. <u>Miscellaneous</u>.

- (a) This Termination shall be construed and enforced in accordance with the laws of the state where the Land is located.
- (b) This Termination may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument.
- (c) All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease Supplement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written,

LESSOR:

By:

Title:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

BY: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee

Name: Title:	
LESSEE:	
GENERAL M a Delaware co	OTORS CORPORATION,
By: Name:	

1.4.5.7.574 0.065.2500



THE STATE OF DELAWARE
COUNTY OF NEW CASTLE

who acknowl Wilmington Trust Company, a Delaware	e undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named edged that [he] [she] is obanking corporation, not in its individual capacity bu
trust, and that in said representative cap instrument, after first having been duly aut	ilities Real Estate Trust 2001-1, a Delaware statutory pacity [he] [she] executed the above and foregoing horized by said corporation to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

	- /
COUNTY OF) ss.: .)
Motors Corporation, a Delaware co	me, the undersigned authority in and for the said county an, 2008, within my jurisdiction, the within name nowledged that [he] [she] is of General proporation, and that for and on behalf of the said corporation secuted the above and foregoing instrument, after first having ation to do so.
	Notary Public in and for the State of







1457574 00652500

-6-

Termination of Lease Supplement

1a. 2 2. 3.	. NAME & PHONE OF CONTACT AT FILE. SEND ACKNOWLEDGMENT TO: (Name INITIAL FINANCING STATEMENT FILE.# 20040 8250089800 on 8.25.04 X TERMINATION: Effectiveness of the Final CONTINUATION: Effectiveness of the Final CONTINUATION: Effectiveness of the Final ASSIGNMENT (full or partial): Give name	and Address)	-	1b. Thi	OR FILING OFFICE USE S FINANCING STATEMENT	ONLY
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OR	GENERAL MOTORS CORPO	RATION				
	OR INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
7. (L CHANGED (NEW) OR ADDED INFORMATION	N.				
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OR	7b. INDIVIDUAL'S LAST NAME					
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- 1	92 ORGANIZATION'S NAME					
R	JPMORGAN CHASE BANK, A 96. INDIVIDUAL'S LAST NAME	S ADMINISTRATI	VE AGENT FIRST NAME			

File with Genesse County Recorder [Grand Blanc] [Matter No. 00652500] [Doc. No. 1457962]

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OR	6b. INDIVIDUAL'S LAST	NAME	FIRST NAME		MIDDLE	NAME	SUFFIX
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7.	CHANGED (NEW) OR A						
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JPMCB-STB-00000222

BILL OF SALE

FOR VALUE RECEIVED, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust ("Seller"), hereby conveys on an AS-IS, WHERE-AS basis onto GENERAL MOTORS CORPORATION, a Delaware corporation, all of Seller's right, title and interest, if any, in and to all tangible personal property upon the real estate in Genesee County, Michigan described on Exhibit A attached hereto and made a part hereof (the "Land"), including, without limitation, all equipment, facilities fixtures, and other personal property located at or on the Land (including without limitation, all HVAC components and equipment, all pipes, fire prevention components and equipment, security components and equipment for the Improvements, electrical and plumbing components and systems, loading dock levelors, loading docks lights, loading dock related affixed equipment, and other systems and equipment affixed to or incorporated into the Land), but in all events exclusive of all movable non-structural partitions, racking and related equipment, machinery, equipment, furniture, furnishings, trade fixtures, inventory, product samples, and other personal property of Seller used in connection with the operation of its business (the "Personal Property").

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of October _____, 2008.

SELLER:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By:	
Name:	
Title:	

Bill of Sale - Grand Blanc, MI

EXHIBIT A LEGAL DESCRIPTION

Bill of Sale - Grand Blanc, MI

CHDB02 5225459.3 13-Oct-08 14:09 00652500



From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 4:45 PM

To:

Green, Ryan

Su bject:

Detroit, MI

Attachments: gm/2000 lease financing - ucc3 - detroit [2] - de sos.PDF; gm/2000 lease financing - ucc3 detroit [1].PDF; gm/2000 lease financing - term of lease supp [detroit][franklin parking].DOC; gm/2000 lease financing - release of mortgage [detroit][franklin parking].DOC; gm/2000 lease financing - release of air [detroit][franklin parking].DOC; GM-SPO - Detroit, MI - Bill of Sale

(Trust to GM) (MB Draft 10/10).DOC

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<<GM-SPO - Detroit, MI - Bill of Sale (Trust to GM) (MB Draft 10/10).DOC>>

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File with DE SOS [Detroit] [Matter No. 00652500] [Doc. No. 1457972]

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File with Wayne County Recorder [Detroit/Parking] [Matter No. 00652500] [Doc. No. 1457964]

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT

THIS TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT (this "Termination") is made this ____ day of ______, 2008 by and between, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust, through Wilmington Trust Company, not in its individual capacity but solely as Trustee ("Lessor"), and GENERAL MOTORS CORPORATION, a Delaware corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor has leased by a Short Form Memorandum of Lease/Lease Supplement dated as of January ___, 2003 (the "Lease Supplement") the land legally described on Exhibit A attached hereto and made a part hereof (together with all rights-of-way or use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging but excluding the Improvements (as hereinafter defined, the "Land") and the improvements and fixtures located on the Land (collectively, the "Property") located in the City of Grand Blanc, Wayne County, Michigan to Lessee; as evidenced by the Lease Supplement which was recorded on January __, 2003, in Liber __, Page __, in the Official Records of Wayne County, Michigan; and

WHEREAS, the parties desire to terminate the Lease (as defined in the Lease Supplement) and release the Lease Supplement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Termination, as follows:

1. <u>Termination of Lease and Release of Lease Supplement</u>. Effective as of the date hereof, the Lease and Lease Supplement are terminated insofar as they demise the Property. This Termination does not terminate any covenants, warranties, indemnities or other obligations of Lessor or Lessee under the Lease which by their terms expressly survive the release or termination of such Lease; provided, however, that this Termination shall act as a release and termination of all liens, claims and interests Lessor possess under the Lease in and to the Property.



2. <u>Liability of Trustee</u>. It is expressly understood and agreed by the parties hereto that (i) this Termination is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee of the Trust, in the exercise of the powers and authority conferred and vested in it as such Trustee, (ii) each of the representations, undertakings and agreements herein made on the part of Trustee is made and intended not as personal representations, undertakings and agreements by Trustee but is made and intended for the purpose of binding only the Trust Estate, (iii) nothing herein contained shall be construed as creating any liability on Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto and (iv) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of any party hereto, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Trustee under this Termination of the Lease.

3. <u>Miscellaneous</u>.

- (a) This Termination shall be construed and enforced in accordance with the laws of the state where the Land is located.
- (b) This Termination may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument.



(c) All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease Supplement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written.

LESSOR:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

BY: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee

By: Name: Title:	
LESSEE:	
GENERAL MO a Delaware corp	OTORS CORPORATION, poration

By:	
Name:	
Title:	
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COUNTY O

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COUNTY OF NEW CASTLE	

who acknowle Wilmington Trust Company, a Delaware b solely as Owner and Trustee of Auto Faci	undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named adged that [he] [she] is of anking corporation, not in its individual capacity but lities Real Estate Trust 2001-1, a Delaware statutory acity [he] [she] executed the above and foregoing corized by said corporation to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

STATE OF)	
COUNTY OF)	SS.:
state, on this, who acknow Motors Corporation, a Delaware corporation	the undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named ledged that [he] [she] is of General ration, and that for and on behalf of the said corporation sted the above and foregoing instrument, after first having on to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

1457030 በበ6525በበ

Termination of Laga Commission



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE

THIS RELEASE OF MORTGAGE (this "Release"), made and given as of the ____ day of _____, 2008, by JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust, as owner (the "Mortgagor"), granted a certain Mortgage dated as of January __, 2003, and recorded on January __, 2003, in Liber ___, Page ___, in the Official Records of Wayne County, Michigan (the "Mortgage"), covering certain real property in Wayne County, Michigan.
- B. The Mortgagor desires that Releasor release and discharge from the lien of the Mortgage the real property, and Releasor is willing to release the lien on such real property and all of Releasor's interest therein (the "Release Property") as described in Exhibit A attached to and made part of this Release.

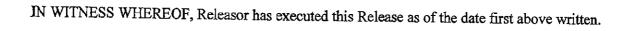
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property and all of Releasor's interest therein from the lien of the Mortgage, and the Mortgage is hereby fully paid, satisfied, released, discharged and terminated.

This Release applies to and covers all of the Mortgaged Property (as defined in the Mortgage) and rights granted under, or encumbered by, the Mortgage, including, without limitation, the Release Property.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Mortgage.

[SIGNATURE PAGE FOLLOWS]





	JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, as Administrative Agent on behalf of the Investors
	Ву:
	Its:
•	"Releasor"
STATE OF)	•
COUNTY OF)	SS.:
JPMORGAN CHASE BANK, N.A	e undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named edged that [he] [she] is of, F/K/A JPMORGAN CHASE BANK, at Agent for the Investors, and that for and on behalf of deed [he] [she] executed the above and foregoing horized by said corporation to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF ASSIGNMENT OF LEASES, RENTS AND STRUCTURAL SUPPORT AGREEMENT

THIS RELEASE OF ASSIGNMENT OF LEASES, RENTS AND STRUCTURAL SUPPORT AGREEMENT (this "Release"), made and given as of the ___day of ______, 2008, by JPMORGAN CHASE BANK, N.A., f/k/a JPMORGAN CHASE BANK, as with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust (the "Assignor"), executed a certain Assignment of Leases, Rents and Structural Support Agreement dated as of January ___, 2003, and recorded on January ___, 2003, in Liber ___, Page ___, in the Official Records of Wayne County, Michigan (as amended, modified or supplemented, the "Assignment"), covering certain real property in Wayne County, Michigan.
- B. The Assignor desires that Releasor release and discharge from the lien of the Assignment the real property which is subject to the Assignment, and Releasor is willing to release all of the real property covered by the Assignment (the "Release Property"), as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property from the real property which is covered by the Assignment.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment.

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1/47020 00020200



IN WITNESS WHEREOF, Releasor, as Agent for the lenders, has executed this Release as of the date first above written.

JPMO:	RGAN CI	HASE BAN	K, N.A., F	?/K/A
JPMO:	RGAN	CHASE	BANK.	as
Admin	istrative A	agent for the	Investors	
By:				-
Its:			· <u>-</u>	-

STATE OF)
COUNTY OF) ss.: _)
JPMORGAN CHASE BANK, N.A Administrative Agent for the Invest	me, the undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named cknowledged that [he] [she] is of a., f/k/a JPMorgan Chase Bank, a, as tors, and that for and on behalf of the said corporation, and as d the above and foregoing instrument, after first having been to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary

EXHIBIT A LEGAL DESCRIPTION



From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 4:47 PM

To:

Green, Ryan

Subject:

Flint, MI

Attachments: gm/2000 lease financing - ucc3 - flint [3].PDF; gm/2000 lease financing - ucc3 - flint [2].PDF; gm/2000 lease financing - ucc3 - flint [1].PDF; gm/2000 lease financing - term of ground lease [flint][L6].DOC; gm/2000 lease financing - release of air [flint][L6].DOC; gm/2000 lease financing - release of mortgage [flint][L6].DOC; gm/2000 lease financing - term of lease supp [flint][L6].DOC; GM-SPO - Flint, MI - Bill of Sale (Trust to GM) (MB Draft 10/10).DOC

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File with Genesse County Recorder [Flint] [Matter No. 00652500] [Doc. No. 1457967]

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File with Genesse County Recorder [Flint] [Matter No. 00652500] [Doc. No. 1457966]

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, r	continued for the soun	ionai pendo provide	od by applicable law.					
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ə. <i>i</i>	Also check <u>one</u> of the follow	MINITORIMATION Ming three boxes an	l): This Amendment affects De	btor or Secured Party of tems 6 and/or 7.	record. Check only o	<u>ne</u> of these t	two boxes.	
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File with Genesse County Recorder [Flint] [Matter No. 00652500] [Doc. No. 1457965]



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE	FOR	RECO	RDER'S	USE ONLY	,

TERMINATION OF MEMORANDUM OF GROUND LEASE

THIS TERMINATION OF SHORT FORM MEMORANDUM OF GROUND LEASE (this "Termination") is made this ___ day of _____, 2008 by and between, GENERAL MOTORS CORPORATION, a Delaware corporation ("Lessor"), and AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust, through Wilmington Trust Company, not in its individual capacity but solely as Trustee ("Lessee").

WITNESSETH:

WHEREAS, the parties desire to terminate the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Termination, as follows:

- 1. Termination of Lease and Release of Lease. Effective as of the date hereof, the Lease is terminated insofar as it demises the Property. This Termination does not terminate any covenants, warranties, indemnities or other obligations of Lessor or Lessee under the Lease which by their terms expressly survive the release or termination of such Lease; provided, however, that this Termination shall act as a release and termination of all liens, claims and interests Lessor possess under the Lease in and to the Property.
- 2. <u>Liability of Trustee</u>. It is expressly understood and agreed by the parties hereto that (i) this Termination is executed and delivered by Wilmington Trust Company, not



individually or personally but solely as Trustee of the Trust, in the exercise of the powers and authority conferred and vested in it as such Trustee, (ii) each of the representations, undertakings and agreements herein made on the part of Trustee is made and intended not as personal representations, undertakings and agreements by Trustee but is made and intended for the purpose of binding only the Trust Estate, (iii) nothing herein contained shall be construed as creating any liability on Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto and (iv) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of any party hereto, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Trustee under this Termination of the Lease.

3. <u>Miscellaneous</u>.

- (a) This Termination shall be construed and enforced in accordance with the laws of the state where the Land is located.
- (b) This Termination may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument.
- (c) All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written.

<u>LESSOR</u> :
GENERAL MOTORS CORPORATION, a Delaware corporation
By: Name: Title:
<u>LESSEE</u> :
AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust
BY: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee
By: Name: Title:

THE STATE OF DELAWARE	§
	§
COUNTY OF NEW CASTLE	§

COUNTY OF NEW CASTLE §	
who ackn Wilmington Trust Company, a Delaw solely as Owner and Trustee of Auto trust, and that in said representative	, the undersigned authority in and for the said county and 2008, within my jurisdiction, the within named owledged that [he] [she] is o are banking corporation, not in its individual capacity bu Facilities Real Estate Trust 2001-1, a Delaware statutory capacity [he] [she] executed the above and foregoing authorized by said corporation to do so.
	Notary Public in and for the State of
•	Printed or Typed Name of Notary My Commission Expires:

STATE OF	
COUNTY OF)	SS.:
state, on this, who acknowled, who acknowled Motors Corporation, a Delaware corporati	e undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named ged that [he] [she] is of General on, and that for and on behalf of the said corporation, the above and foregoing instrument, after first having o do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

EXHIBIT A LEGAL DESCRIPTION





THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF ASSIGNMENT OF LEASES, RENTS/ STRUCTURAL SUPPORT AGREEMENT

THIS RELEASE OF ASSIGNMENT OF LEASES, RENTS/STRUCTURAL SUPPORT AGREEMENT (this "Release"), made and given as of the ___ day of ____, 2008, by JPMORGAN CHASE BANK, N.A., f/k/a JPMORGAN CHASE BANK, as with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust (the "Assignor"), executed a certain Assignment of Leases, Rents and Structural Support Agreement dated as of January ____, 2003, and recorded on January ____, 2003, as Instrument No. 200305160068996, in the Official Records of Genesee County, Michigan (as amended, modified or supplemented, the "Assignment"), covering certain real property in Genesee County, Michigan.
- B. The Assignor desires that Releasor release and discharge from the lien of the Assignment the real property which is subject to the Assignment, and Releasor is willing to release all of the real property covered by the Assignment (the "Release Property"), as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property from the real property which is covered by the Assignment.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]





IN WITNESS WHEREOF, Releasor, as Agent for the lenders, has executed this Release as of the date first above written.

JPMO:	RGAN C	HASE BAN	IK, N.A., F/	K/A
JPMO1	RGAN	CHASE	BANK,	a
Admin	istrative.	Agent for the	Investors	
_				
By:				
Its:				
118.		·		

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STATE OF	.)
COUNTY OF) ss.:)
JPMORGAN CHASE BANK, N.A Administrative Agent for the Investor	me, the undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named cknowledged that [he] [she] is of, as, as, as, and that for and on behalf of the said corporation, and as I the above and foregoing instrument, after first having been to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

EXHIBIT A LEGAL DESCRIPTION

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THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE

THIS RELEASE OF MORTGAGE (this "Release"), made and given as of the ____ day of _____, 2008, by JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust, as owner (the "Mortgagor"), granted a certain Mortgage dated as of January ___, 2003, and recorded on January ___, 2003, as Instrument No. 200305160068995 in the Official Records of Genesee County, Michigan (the "Mortgage"), covering certain real property in Genesee County, Michigan.
- B. The Mortgagor desires that Releasor release and discharge from the lien of the Mortgage the real property, and Releasor is willing to release the lien on such real property and all of Releasor's interest therein (the "Release Property") as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property and all of Releasor's interest therein from the lien of the Mortgage, and the Mortgage is hereby fully paid, satisfied, released, discharged and terminated.

This Release applies to and covers all of the Mortgaged Property (as defined in the Mortgage) and rights granted under, or encumbered by, the Mortgage, including, without limitation, the Release Property.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Mortgage.

[SIGNATURE PAGE FOLLOWS]

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Release of Mortrage



IN WITNESS WHEREOF, Releasor has executed this Release as of the date first above written.

	JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, as Administrative Agent on behalf of the Investors
	Ву:
	Its:
	"Releasor"
STATE OF)	
COUNTY OF	
JPMORGAN CHASE BANK, N.A., F/1	that [he] [she] is of K/A JPMORGAN CHASE BANK, a for the Investors, and that for and on behalf of [he] [she] executed the above and formation
Notar	ry Public in and for the State of
Printe	ed or Typed Name of Notary
МуС	commission Expires:



EXHIBIT A LEGAL DESCRIPTION



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT

THIS TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT (this "Termination") is made this ____ day of ______, 2008 by and between, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust, through Wilmington Trust Company, not in its individual capacity but solely as Trustee ("Lessor"), and GENERAL MOTORS CORPORATION, a Delaware corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor has leased by a Short Form Memorandum of Lease/Lease Supplement dated as of January ___, 2003 (the "Lease Supplement") the land legally described on Exhibit A attached hereto and made a part hereof (together with all rights-of-way or use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging but excluding the Improvements (as hereinafter defined, the "Land") and the improvements and fixtures located on the Land (collectively, the "Property") located in the City of Flint, Genesee County, Michigan to Lessee; as evidenced by the Lease Supplement which was recorded on January ___, 2003, as Instrument No. 200305160068994, in the Official Records of Genesee County, Michigan; and

WHEREAS, the parties desire to terminate the Lease (as defined in the Lease Supplement) and release the Lease Supplement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Termination, as follows:

1. <u>Termination of Lease and Release of Lease Supplement</u>. Effective as of the date hereof, the Lease and Lease Supplement are terminated insofar as they demise the Property. This Termination does not terminate any covenants, warranties, indemnities or other obligations of Lessor or Lessee under the Lease which by their terms expressly survive the release or termination of such Lease; provided, however, that this Termination shall act as a release and termination of all liens, claims and interests Lessor possess under the Lease in and to the Property.

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Liability of Trustee. It is expressly understood and agreed by the parties hereto that (i) this Termination is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee of the Trust, in the exercise of the powers and authority conferred and vested in it as such Trustee, (ii) each of the representations, undertakings and agreements herein made on the part of Trustee is made and intended not as personal representations, undertakings and agreements by Trustee but is made and intended for the purpose of binding only the Trust Estate, (iii) nothing herein contained shall be construed as creating any liability on Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto and (iv) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of any party hereto, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Trustee under this Termination of the Lease.

3. Miscellaneous.

- (a) This Termination shall be construed and enforced in accordance with the laws of the state where the Land is located.
- (b) This Termination may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument.
- (c) All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease Supplement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written.

LESSOR:

By:

Title:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

BY: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee

Name Title:	»:
LESSEE:	
GENERAL a Delaware	MOTORS CORPORATION corporation
By: Name:	



THE STATE OF DELAWARE COUNTY OF NEW CASTLE

state, on this day of	undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named
, who acknowle	edged that [he] [she] is of
Wilmington Trust Company, a Delaware b	panking corporation, not in its individual capacity but
solely as Owner and Trustee of Auto Faci	lities Real Estate Trust 2001-1, a Delaware statutory
trust, and that in said representative cap	acity [he] [she] executed the above and foregoing
instrument, after first having been duly auth	norized by said corporation to do so.
	· •
•	
	Notary Public in and for the State of
	Printed or Typed Name of Notary
•	My Commission Expires:

	wiedged that [he] [she] is _	urisdiction, the within name of Gene
Motors Corporation, a Delaware corporation as its act and deed [he] [she] execute authorized by said corporations.	cuted the above and foregoing	behalf of the said corporati g instrument, after first hav
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·	Notary Public in and f	or the State of
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EXHIBIT A LEGAL DESCRIPTION

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BILL OF SALE

FOR VALUE RECEIVED, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust ("Seller"), hereby conveys on an AS-IS, WHERE-AS basis onto GENERAL MOTORS CORPORATION, a Delaware corporation, all of Seller's right, title and interest, if any, in and to all tangible personal property upon the real estate in Genesee County, Michigan described on Exhibit A attached hereto and made a part hereof (the "Land"), including, without limitation, all equipment, facilities fixtures, and other personal property located at or on the Land (including without limitation, all HVAC components and equipment, all pipes, fire prevention components and equipment, security components and equipment for the Improvements, electrical and plumbing components and systems, loading dock levelors, loading docks lights, loading dock related affixed equipment, and other systems and equipment affixed to or incorporated into the Land), but in all events exclusive of all movable non-structural partitions, racking and related equipment, machinery, equipment, furniture, furnishings, trade fixtures, inventory, product samples, and other personal property of Seller used in connection with the operation of its business (the "Personal Property").

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of October _____, 2008.

SELLER:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By:	
Name:	
Title:	

Bill of Sale - Flint, MI

EXHIBIT A LEGAL DESCRIPTION

Parcel 1: That part of the Northeast ¼ 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 ¼ 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 ½ 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 ¼ 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 ¼ 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 a the point of beginning.

Parcel 2: That part of the Southeast ¼ 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 ½ 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 332.85 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.

Bill of Sale - Flint, MI



CLOSIN FIGERIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

迃	CUMENT	SIGNED BY	DECEDANCIE	# 000		01-11-11-11-11-11-11-11-11-11-11-11-11-1
			PARTY	# 	SIAIUS	COMINENTS
	Letter of Direction	<u>r</u> s	MB	5225216.3	Draft circulated by MB on 10/15/08	
	SPO Headquarters, Grand Blanc, MI					
∢	A Release of Mortgage (record)	Agent	MB	1457570.1	Draft circulated	
	Lease §19.1(a)(i)(C), 19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004378				10/15/08	
.	Refease of Assignment of Leases (record)	Agent	MB	1457572.1	Draft circulated by MB on	
	Lease §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379				10/15/08	
O	Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457574.1	Draft circulated by MB on	
	Lease §19.1(a)(i)(C) Recorded 1/10/03, Instrument No. 200301100004374				10/15/08	
Ω	D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing	

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (3) XLS



General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

CLOSING DATE: October 31, 2008

SIGNED BY RESPONSIBLE DOC. # STAT

CUMENT

COMMENTS

STATUS

		PARTY	; ;)		
E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	MB	5225459.2	Draft circulated by MB on 10/15/08	
F Termination of UCCs	N/A	MB			
Financing statement recorded 8/25/04, Instrument No. 200408250089800			1457962.1	Draft circulated by MB on 10/15/08	
Financing statement recorded 8/25/04, Instrument No. 200408250089803, Amendment recorded in Instrument No. 200706010047290			1457963.1	Draft circulated by MB on 10/15/08	
G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB		MB preparing	
H Title Commitment/Underlying Documents	5	5	N/A	Received	
Title Policy	70	70	N/A	At closing	
J Payoff Letter	Agent	Agent		Open	
Franklin Parking Deck, Vacant Parcei 6/C and River East Parking Deck, Detroit, MI					
A Refease of Mortgage (record)	Agent	MB	1457937.1	Draft circulated by MB on 10/15/08	
Lease §19.1(a)(i)(C), 19.1(a)(vi)					

GM Chacklist - Release of Properties from JPM Chase Synthetic Lease (3).XLS



General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

SIGNED BY RESPONSIBLE DOC. # STAT

CUMENT

PARTY

COMMENTS

STATUS

Draft circulated by MB on 10/15/08	Draft circulated by MB on 10/15/08	MB preparing	Draft circulated by MB on 10/15/08	Draft circulated by MB on 10/15/08	Draft circulated by MB on 10/15/08	MB preparing	Awaiting
1457938.1	1457939.1		5225468.1	1457972.1	1457964.1		N/A
MB	MB	MB	MB	MB		. MB	TC
) Agent	GM, Trust	Trust	Trust	N/A 70		Trust	7
B Release of Assignment of Leases (record) Lease §19.1(a)(vi)	C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C)	D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	F Termination of UCCs Lease §19.1(a)(vi) file number 2007 1919660, file date 5/21/07 [DE SOS]	UCC filed on Instrument No. [Wayne County]	G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	H Title Commitment/Underlying Documents

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (3).XLS



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ECKLIST CLOSIN

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008
SIGNED BY RESPONSIBLE DOC. # STAT

STATUS COMMENTS

		PARTY			
Title Policy	JC	ΣĮ	N/A	At closing	
J Payoff Letter	Agent	Agent		Open	
GM Powertrain L6 Engine Plant, Flint, MI					
A Release of Mortgage (record)	Agent	MB	1457949.1	Draft circulated by MR on	
Lease §19.1(a)(i)(C), 19.1(a)(vi) Mortgage recorded on , 2003 as Instrument No. 200305160068995			•	10/15/08	
B Release of Assignment of Leases (record)	Agent	MB	1457950.1	Draft circulated by MB on	
Lease §19.1(a)(vi) ALR recorded on, 2003 as Instrument No. 200305160068996				10/15/08	
C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457951.1	Draft circulated by MB on	
Lease §19.1(a)(i)(C) Memo of Lease recorded on 2003 as Instrument No. 200305160068994				10/15/08	
D Release of Memorandum of Ground Lease (record)	GM, Trust	MB	1457953.3	Draft circulated by MB on	
Lease §19.1(a)(i)(C)				10/15/08	

iM Chacklist - Release of Properties from JPM Chase Synthetic Lease (3).XLS



General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008
SIGNED BY RESPONSIBLE DOC. # STATU
PARTY

CUMENT

COMMENTS

STATUS

		PARIT		
Memo of Ground Lease recorded on 2003 as Instrument No. 200305160068993				
E Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing
F Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	MB	5225467.1	Draft circulated by MB on 10/15/08
G Termination of UCCs	N/A	MB	,	
UCC recorded on as Instrument No. 200408250089802	;		1457965.1	Draft circulated by MB on 10/15/08
UCC recorded on as Instrument No. 200408250089803			1457966.1	Draft circulated by MB on
UCC recorded on Instrument No. 200408250089804	·		1457967.1	Draft circulated by MB on 10/15/08
H Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB		MB preparing
! Title Commitment/Underlying Documents	5	7	N/A	Awaiting
J Title Policy	70	5	N/A	At closing
K Payoff Letter	Agent	Agent		Open
General Documentation				

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (3).XLS



General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

CLOSING DATE: October 31, 2008

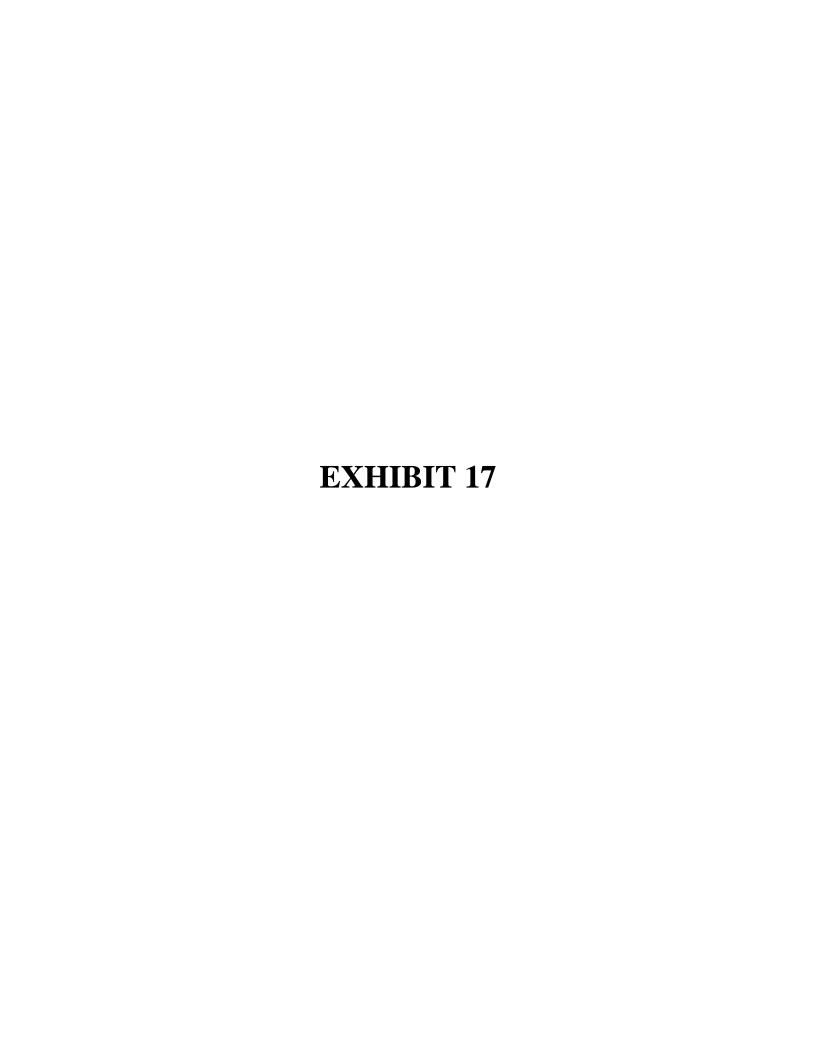
SIGNED BY RESPONSIBLE DOC # STATIL

	CLOSING	CLOSING DATE: October 31, 2008	900		¥
CUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
A Termination of UCCs (central, DE filings) Blanket-type financing statements as to real property and related collateral located in Marion County, Indiana:		·			
recorded on 4.12.02 as File Number 2092532 5; and	N/A	MB	1457981.1	Draft circulated by MB on 10/15/08	~
recorded on 4.12.02 as File Number 2092526 7	N/A	WB	1457980.1	Draft circulated by MB on 10/15/08	77
Financing statement as to equipment, fixtures and related collateral located at certain U.S. manufacturing facilities	Ν/Α V	MB	1457978.1	Draft circulated by MB on 10/15/08	
B Termination of Operative Agreements	GM, Trust, Agent, RFC, SI, EI, Backup Facility		9191785.2	Draft circulated by MB on	
Participation Agreement §14.10				9000	
C IRS Form W-9	US Participants	US Participants	N/A	Form sent by MB on 10/15/08	
D IRS Form W-8BEN	Non-US Participants	Non-US Participants	N/A	Form sent by MB on 10/15/08	
E FIRPTA Affidavit	Trust	MB	5225470.1	Draff circulated by MB on 10/15/08	
Lease §19.1(a)(ii)					

3M Checklist - Release of Properties from JPM Chase Synthetic Lease (3),XLS



General Mc	CLC tors: Release of Pro	CLOSINATIECKLIST neral Motors: Release of Properties from JPMorgan Chase Synthetic Lease	n Chase Synthe	etic Lease		
	CLOSING	CLOSING DATE: October 31, 2008	008			
CUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS	
F Certificate of Trust	Trust	MB	5225546.1	Draft circulated by MB on	_	
				80/91/01		
Gertificate regarding the absence of liens	Trust, Agent, REC SI EI	MB	9191177.2	Draft circulated		
Lease §19.1(a)(iv)	Backup Facility Banks			Dy MB on 10/15/08		



Green, Ryan

From:

Green, Ryan

Sent:

Tuesday, October 21, 2008 5:55 PM

To:

'Merjian, Mardi R'; 'Ledyard, Michael'

Cc:

Gordon, Robert E.; Gonshorek, Stewart C.

Subject:

RE: GM/JPMorgan Chase - Synthetic Lease (Auto Facilities Real Estate Trust 2001-1)

Attachments:

GM Checklist - Release of Properties from JPM Chase Synthetic Lease.XLS; gm/2000 lease financing - quit claim deed - flint, mi.DOC; gm/2000 lease financing - quit claim deed - river east/detroit.DOC; gm/2000 lease financing - quit claim deed - 6 & c/detroit.DOC; gm/2000 lease financing - quit claim deed - franklin deck/detroit.DOC; gm/2000 lease financing - quit

claim deed - grand blanc, mi.DOC

Mardi and Michael,

Attached find drafts of the various deeds and an updated draft of the checklist. Please forward any comments you may have.

Note that regarding the Detroit properties, we will have separate release documents relating to the Franklin Deck, Parcel 6/C and the River East Deck. I expect to circulate revised drafts of the documents tomorrow.

Note that the drafts remain subject to our client's review and our review of outstanding title documents.

Best, Ryan













GM Checklist -Release of Prop...

gm 2000 lease financing - quit...

gm_2000 lease financing - quit...

gm_2000 lease financing - gult...

gm_2000 lease financing - quit...

gm_2000 lease financing - quit...

Ryan C. Green Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tel: 312 701 8032

Fax: 312 706 9268

ryan.green@mayerbrown.com

From:

Green, Ryan

Sent:

Wednesday, October 15, 2008 4:27 PM

To:

Merjian, Mardi R; Ledyard, Michael

Cc: Subject: arun.sundaram@gm.com; timothy.conder@gm.com; Gordon, Robert E.; Gonshorek, Stewart C.; McCarthy, Michael B.

GM/JPMorgan Chase - Synthetic Lease (Auto Facilities Real Estate Trust 2001-1)

Mardi and Michael.

Attached please find an updated checklist and drafts of the closing documents (except the deeds and title affidavits, which will follow).

Note that we are awaiting updated title commitments and underlying title documents relating to the properties in Flint and Detroit. The drafts relating to these properties remain subject to our review of the related title documents.

Also, note that the drafts are being transmitted to our client simultaneously and remain subject to our client's review.

lease contact me with any questions or comments you may have.

Best.

Kelly A. Sist

Ryan C. Green
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Tel: 312 701 8032
Fax: 312 706 9268
ryan.green@mayerbrown.com

<< Message: General Documentation (incl. Letter of Direction) >> << Message: Grand Blanc, MI >> << Message: Detroit, MI >> << Message: Flint, MI >> << File: GM Checklist - Release of Properties from JPM Chase Synthetic Lease.XLS >>

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008 CLOSING CHECKLIST

16-Jun-09

PARTIES AND COUNSEL

Lessee/Purchaser

General Motors Corporation (*GM*)

(313) 665-6606 Tim Conder

Timothy.Conder@gm.com

Gordon Ing

Gordon.M.lng@qm.com

Anun.Sundaram@gm.com (212) 418-6219 Arun Sundaram

Mayer Brown LLP ("MB")
71 S. Wacker Drive Chicago, IL 60606

Counsel to Lessee/Purchaser

(312) 701-7153 Robert Gordon

rgordon@mayerbrown.com

(312) 701-8032 Ryan Green

ryan.green@mayerbrown.com

Auto Facilities Real Estate Trust 2001-1

Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890-0001

Michael M. Ledyard (302) 888-6917 (phone) Morris James LLP

Counsel to Trustee

Trustee

Lessor/Seller

JPMorgan Chase Bank ("Agent")

MLedyard@morrisjames.com

Administrative Agent

Richard Duker (Credit Contact)

(212) 270-3057 (phone)

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t -.. Release_of_Properties_from_JPM_Chase_Synthetic_Lease[1].XLS 6/16/24

MB000008

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

(212) 270-5127 (fax)

Doris Mesa (Administrative Contact) (212) 552-7265 (phone) (212) 552-5650 (fax)

Simpson Thatcher & Bartlett Counsel to Administrative Agent

Mardi Merjian

(212) 455-7283 (phone) mmerjian@stblaw.com

LandAmerica Commonwealth ("TC")

Title Company

William Wineman

248-816-3820 (Phone) 248-649-1626 (Fax)

1050 Wilshire Drive, Suite 310

wwineman@landam.com Troy, MI 48081

Relationship Funding Company, LLC ("RFC")

BTMU Capital Corporation, f/k/a BTM Capital

Corporation, ("SI")

JH Equity Realty Investors ("EI")

JPMorgan Chase Bank

Backup Facility Banks

Equity Investor

Citibank, N.A. **BNP Paribas**

HSBC Bank USA

Credit Suisse First Boston

Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI GM Powertrain L6 Engine Plant, Flint, MI SPO Headquarters Building, Grand Blanc, MI

Conduit

Secured Investor

CLOSING CAECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

16-Jun-09

000	DOCUMENT	SIGNED BY	RESPONSIBLE	# DOC. #	STATUS	COMMENTS
-	Letter of Direction	<u>.</u>	MB	5225216.4	Draft circulated	
8	SPO Headquarters, Grand Blanc, MI				10/15/08	
-	A Release of Mortgage (record)	Agent	MB	1457570.1	Draft circulated	
	Lease §19.1(a)(i)(C), 19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004378				by MB on 10/15/08	·
_ -	B Release of Assignment of Leases (record)	Agent	WB	1457572.1	Draft circulated	
•	Lease §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379				10/15/08	
	C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457574.1	Draft circulated by MB on	
	Lease §19.1(a)(i)(C) Recorded 1/10/03, Instrument No. 200301100004374				10/15/08	
d	D Quitclaim Deed (record)	Trust	WB	1458114.1	Draft circulated	
	Lease §19.1(a)(i)(A)				10/21/08	

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General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

		CLOSING	CLOSING DATE: October 31, 2008	800			
00	DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS	
	E Bill of Sale and Assignment	Trust	MB	5225459.2	Draft circulated by MB on 10/15/08		
	Lease §19.1(a)(i)(B)						
	F Termination of UCCs	N/A	MB				
	Lease § 19. 1(4)(VI) Financing statement recorded 8/25/04, Instrument No. 200408250089800			1457962.1	Draft circulated by MB on 10/15/08		
	Financing statement recorded 8/25/04, Instrument No. 200408250089803, Amendment recorded in Instrument No.			1457963.1	Draft circulated by MB on 10/15/08		
	2001,000,100,17,230						
	G Affidavit for Title Company re: no liens	Trust	MB	1458107.1	Draft sent to TC for review 10/16/08		
	Lease §19.1(a)(vi)					-	
	H Title Commitment/Underlying Documents	5	TC	N/A	Received		
	I Title Policy	72	22	N/A	At closing		
	J Legal Description	N/A	N/A	1458579.1	N/A		
ო	Franklin Parking Deck, Detroit, MI						
	A Release of Mortgage (record)	Agent	MB	1457937.1	Draft circulated by MB on 10/15/08		

CLOSING CHECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
Lease §19.1(a)(i)(C), 19.1(a)(vi) Recorded 1.21.03 in Liber 37616, Page 881			·		
B Release of Assignment of Leases (record)	Agent	MB	1457938.1	Draft circulated by MB on	
Lease §19.1(a)(vi) Recorded 1.21.03 in Liber 37616, Page 906				10/15/08	
C Release of Short Form Memorandum of Lease (record)	GM, Trust	W B	1457939.1	Draft circulated by MB on 10/15/08	
Lease §19.1(a)(i)(C) Recorded 1.21.03 in Liber 37616, Page 864					
D Quitclaim Deed (record)	Trust	MB	1458130.1	Draft circulated	
Lease §19.1(a)(i)(A)				10/21/08	
E Bill of Sale and Assignment	Trust	MB	5225468.1	Draft circulated by MB on 10/15/08	
Lease §19.1(a)(i)(B)				3	
F Termination of UCCs Lease §19.1(a)(vi)	N/A	MB			

GM_Checklist_-_Release_of_Properties_from_JPM_Chase_Synthetic_Lease[1].XLS 6/16/2008 3:35 PM 00652500

CLOSING CHECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

DOCUMENT	SIGNED BY	ED BY RESPONSIBLE PARTY	# DOC. #	STATUS COMMENTS
file number 2007 1919660, file date 5/21/07 [DE SOS]			1457972.1	Draft circulated by MB on 10/15/08
UCC filed on as Instrument No. [Wayne County]			1457964.1	Draft circulated by MB on 10/15/08
G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB	1458108.1	MB preparing
H Title Commitment/Underlying Documents	77	70	N/A	Awaiting
I Title Policy	70	22	N/A	At closing
, J. Legal Description	N/A	N/A	1458596.1	N/A
4 Vacant Parcel 6/C, Detroit, MI				
A Release of Mortgage (record) <i>Lease §19.1(a)(i)(C), 19.1(a)(vi)</i>	Agent	WB		MB preparing
B Release of Assignment of Leases (record)	Agent	MB		MB preparing
Lease §19.1(a)(vi)				
C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C)	GM, Trust	WB		MB preparing

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MB000012

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

CLOSING DATE: October 31, 2008
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PARTY

SIGNED BY

COMMENTS

STATUS

DOC. #

١			PARTY		
	D Quitclaim Deed (record)	Trust	MB	1458538.1	Draft circulated by MB on
	Lease §19.1(a)(i)(A)				10/21/08
	E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	MB	5226489.1	MB preparing
	F Termination of UCCs Lease §19.1(a)(vi) UCC filed on Instrument No. [Wayne County]	N/A	MB		MB preparing
	G Affidavit for Title Company re: no liens	Trust	MB	1458544.1	Draft sent to TC for review
	Lease §19.1(a)(vi)				
	H Title Commitment/Underlying Documents	TC	T C	N/A	Awaiting
	1 Title Policy	TC	10	N/A	At closing
	J Legal Description	N/A	N/A	1458595.1	N/A
ıO	River East Parking Deck, Detroit, MI				
	A Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi)	Agent	MB		MB preparing
	B Release of Assignment of Leases (record)	Agent	MB		MB preparing
	Lease §19.1(a)(vi)				

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DOCUMENT

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSiNG DATE: October 31, 2008
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DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	# DOC. #	STATUS COMMENTS	(0
			-		·
C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB		MB preparing	
Lease §19.1(a)(i)(C)					
D Quitclaim Deed (record)	Trust	MB	1458537.1	Draft circulated by MB on	
Lease §19.1(a)(i)(A)				10/21/08	
E Bill of Sale and Assignment	Trust	MB	5226490.1	MB preparing	
Lease §19.1(a)(i)(B)					
F Termination of UCCs Lease §19.1(a)(vi) UCC filed on, as Instrument No. [Wayne County]	NA	МВ		MB preparing	
G Affidavit for Title Company re: no liens	Trust	MB	1458543.1	Draft sent to TC for review	
Lease §19.1(a)(vi)			ā.	10/16/08	
H Title Commitment/Underlying Documents	70	5	N/A	Awaiting	
I Title Policy	5	21	N/A	At closing	
J Legal Description	N/A	N/A	1458597.1	N/A	

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CLOSING CHECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

		CLOSING	CLOSING DATE: October 31, 2008	900		
DOCUMENT		SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS COMMENTS	
6 GM Powertrain L6 E	GM Powertrain L6 Engine Plant, Flint, MI					
A Release of Mortgage (record)	(record)	Agent	MB	1457949.1	Draft circulated by MB on	
Lease §19.1(a)(i)(C), 19.1(a)(vi) Mortgage recorded on 5.16.03 as Instrument No. 200305160068995	19.1(a)(vi) n 5.16.03 as 75160068995				10/15/08	
B Release of Assignment of Leases (record)	nt of Leases (record)	Agent	MB	1457950.1	Draft circulated by MB on	
Lease §19.1(a)(vi) ALR recorded on 5.16 200305160068996	Lease §19.1(a)(vi) ALR recorded on 5.16.03 as Instrument No. 200305160068996				10/15/08	
C Release of Short Form Memorandum c Lease (record)	n Memorandum of	GM, Trust	MB	1457951.1	Draft circulated by MB on	
Lease §19.1(a)(i)(C) Memo of Lease recorded on 5.16.03 as Instrument No. 200305160068994	ded on 5.16.03 as 15160068994				10/15/08	
D Release of Memorandum of Ground Le (record)	dum of Ground Lease	GM, Trust	MB	1457953.3	Draft circulated by MB on	
Lease §19.1(a)(i)(C) Memo of Ground Lease recorded on 5.16.03 as Instrument No. 200305160068993	se recorded on t No.				10/15/08	

GM_Checklist_-_Release_of_Properties_from_JPM_Chase_Synthetic_Lease[1].XLS 6/16/2009 3:35 PM 00652500

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CLOSING CHECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

		CLUSING DAI	JAIE. UCIUDEI 31, 2000				
DOCUMENT	MENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS	
Ш	E Quitclaim Deed (record)	Trust	MB	1458129.1	Draft circulated by MB on 10/21/08		
	Lease §19.1(a)(i)(A)						
L .	Bill of Sale and Assignment	Trust	MB	5225467.1	Draft circulated by MB on 10/15/08		
	Lease §19.1(a)(i)(B)						
Ü	Termination of UCCs	N/A	MB				
	UCC recorded on, as Instrument No. 200408250089802			1457965.1	Draft circulated by MB on 10/15/08		
	UCC recorded on, as Instrument No. 200408250089803			1457966.1	Draft circulated by MB on 10/15/08		
	UCC recorded on, as Instrument No. 200408250089804			1457967.1	Draft circulated by MB on 10/15/08		
I	H Affidavit for Title Company re: no liens	Trust	MB	1458109.1	Draft sent to TC for review		
	Lease §19.1(a)(vi)				8		
-	I Title Commitment/Underlying Documents	J	J D	N/A	Awaiting		
ت.	J Title Policy	D D	70	N/A	At closing		
ス	K Legal Description	N/A	N/A	1458577.1	N/A		

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

			4	2000		
ည်ဝင္ခ	DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
7	General Documentation	÷		•		
٩	A Termination of UCCs (central, DE filings) Blanket-type financing statements as to real property and related collateral located in	,				
	reacorded on 4.12.02 as File Number 2092532 5; and	N/A	MB	1457981.1	Draft circulated by MB on	
·	recorded on 4.12.02 as File Number 2092526 7	N/A	MB	1457980.1	Draft circulated by MB on 10/15/08	
	Financing statement as to equipment, fixtures and related collateral located at certain U.S. manufacturing facilities recorded on 11.30.06 as File Number 6416808 4	N/A	MB	1457978.1	Draft circulated by MB on 10/15/08	
m	Termination of Operative Agreements Participation Agreement §14.10	GM, Trust, Agent, RFC, SI, EI, Backup Facility	MB	9191785.2	Draft circulated by MB on 10/15/08	
O	: IRS Form W-9	US Participants	US Participants	N/A	Form sent by MB on 10/15/08	
Q	IRS Form W-8BEN	Non-US Participants	Non-US Participants	N/A	Form sent by MB on 10/15/08	•
ш.	FIRPTA Affidavit	Trust	MB	5225470.1	Draft circulated by MB on 10/15/08	

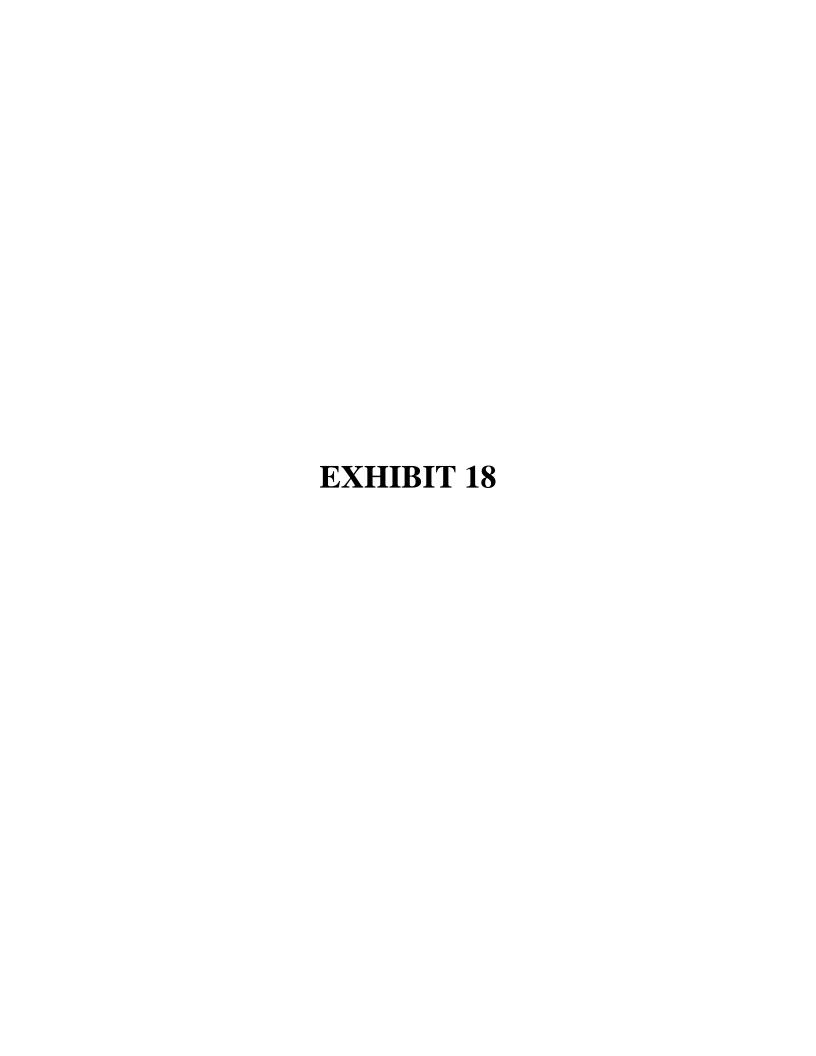
GM_Checklist_-, Release_of_Properties_from_JPM_Chase_Synthetic_Lease[1].XLS 6/16/2009 3:35 PM 00652500

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	# DOC. #	STATUS CO	COMMENTS
Lease §19.1(a)(ii)		,			
F Certificate of Trust	Trust	WB	5225546.1	Draft circulated by MB on 10/15/08	
G Certificate regarding the absence of liens	Trust, Agent, RFC, SI, EI,	MB	9191177.2	Draft circulated by MB on	
Lease §19.1(a)(iv)	Banks Banks			00/61/01	
H Payoff Letter	Agent	Agent	N/A	Open	
l Closing Statement	GM, Trust	JC	N/A	At closing	

MB000018



From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Friday, October 24, 2008 10:07 AM

To:

Wineman, William; Merjian, Mardi R; Ledyard, Michael

Cc:

Gonshorek, Stewart C.

Subject:

RE: GM/JPMorgan Chase - Synthetic Lease (Auto Facilities Real Estate Trust 2001-1)

Importance: High

Attachments: GM-JPMorgan Chase - Escrow Instructions (initial draft). DOC

Attached find draft escrow instructions. I have set them up to be signed by counsel for GM, counsel for the Trustee, counsel for the Administrative Agent and the title company. Please review and forward any comments at your earliest convenience.

Thanks, Ryan

Ryan C. Green Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tel: 312 701 8032

Fax: 312 701 8032

ryan.green@mayerbrown.com

<<GM-JPMorgan Chase - Escrow Instructions (initial draft). DOC>>

From: Green, Ryan

Sent: Tuesday, October 21, 2008 5:55 PM

To: 'Merjian, Mardi R'; 'Ledyard, Michael'

Cc: Gordon, Robert E.; Gonshorek, Stewart C.

Subject:

RE: GM/JPMorgan Chase - Synthetic Lease (Auto Facilities Real Estate Trust 2001-1)

Mardi and Michael,

Attached find drafts of the various deeds and an updated draft of the checklist. Please forward any comments you may have.

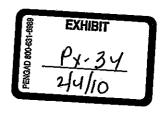
Note that regarding the Detroit properties, we will have separate release documents relating to the Franklin Deck, Parcel 6/C and the River East Deck. I expect to circulate revised drafts of the documents tomorrow.

Note that the drafts remain subject to our client's review and our review of outstanding title documents.

Best,

Ryan

<< File: GM Checklist - Release of Properties from JPM Chase Synthetic Lease.XLS >> << File: gm/2000 lease financing - quit claim deed - flint, mi.DOC >> << File: gm/2000 lease financing - quit claim deed - river east/detroit.DOC >> << File: gm/2000 lease financing - quit claim deed - 6 & c/detroit.DOC >> << File: gm/2000 lease financing - quit claim deed - franklin deck/detroit.DOC >> << File: gm/2000 lease financing - quit claim deed - grand blanc, mi.DOC >>



Ryan C. Green Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tel: 312 701 8032 Fax: 312 706 9268

ryan.green@mayerbrown.com

From: Green, Ryan

Sent: Wednesday, October 15, 2008 4:27 PM **To:** Merjian, Mardi R; Ledyard, Michael

Cc: arun.sundaram@gm.com; timothy.conder@gm.com; Gordon, Robert E.; Gonshorek, Stewart C.; McCarthy, Michael B.

Subject: GM/JPMorgan Chase - Synthetic Lease (Auto Facilities Real Estate Trust 2001-1)

Mardi and Michael,

Attached please find an updated checklist and drafts of the closing documents (except the deeds and title affidavits, which will follow).

Note that we are awaiting updated title commitments and underlying title documents relating to the properties in Flint and Detroit. The drafts relating to these properties remain subject to our review of the related title documents.

Also, note that the drafts are being transmitted to our client simultaneously and remain subject to our client's review.

Please contact me with any questions or comments you may have.

Best, Ryan

Ryan C. Green
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Tel: 312 701 8032
Fax: 312 706 9268

ryan.green@mayerbrown.com

<< Message: General Documentation (incl. Letter of Direction) >> << Message: Grand Blanc, MI >> << Message: Detroit, MI >> << Message: Flint, MI >> << File: GM Checklist - Release of Properties from JPM Chase Synthetic Lease.XLS >>

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VIA E-MAIL

LandAmerica 1050 Wilshire Dr. Suite 310 Troy, MI 48084

Attention: William Wineman

e-mail: WWineman@LANDAM.com

Re:

Termination of that certain Participation Agreement dated as of October 31, 2001, among General Motors Corporation ("GM"), as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1 ("Trust"), as Lessor, Wilmington Trust Company ("Trustee"), as Trustee, the Persons named therein as Investors, the Persons named therein as Backup Facility Banks, Relationship Funding Company, LLC, and JPMorgan Chase Bank ("Agent"), as Administrative Agent, as amended (the "Participation Agreement") and release of all liens related thereto including liens relating to the following properties: (i) the SPO Headquarters Building located in Grand Blanc, Michigan (the "Grand Blanc Property"); (ii) the GM Powertrain L6 Engine Plant in Flint, Michigan (the "Flint Property"); (iv) the River East Parking Deck in Detroit, Michigan (the "River East Deck"); and (v) Parcel 6/C in Detroit, Michigan ("Parcel 6/C") (the Grand Blanc Property, the Flint Property, the Franklin Deck, the River East Deck and Parcel 6/C herein are each a "Property" and, collectively, the "Properties"). Capitalized terms used but not otherwise defined herein have the respective meanings specified in Annex A to the Participation Agreement.

Greetings:

The undersigned attorneys represent GM, the Agent and the Trustee in connection with the above referenced transaction whereby (i) the Participation Agreement and Operative Agreements will be terminated and (ii) the Liens and Lessor Liens will be released. LandAmerica (the "Title Company") has agreed to issue title insurance policies insuring the interests of GM or Riverfront Holdings, Inc. ("RHI") (as applicable) in and to the Properties in connection with (and after giving effect to) the consummation of the Transaction. This letter constitutes escrow and recording instructions in connection with the Transaction.

You have received or will receive four (4) (except as otherwise noted below) final sets of each of the following documents (collectively, the "Escrow Documents"):

For all of the Properties

- Letter of Direction from BTMU Capital Corporation;
- Termination of UCC Financing Statements (File Numbers 2092532 5, 2092526 7, and 6416808 4) (the "General UCC Terminations");
- 3. Termination of Operative Agreements from GM, the Trust, the Agent, and the Participants;
- IRS Form W-9 from each US Participant;
- 5. IRS Form W-8BEN from each Non-US Participant;

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LandAmerica

Attention: William Wineman

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- 6. FIRPTA Affidavit from the Trust;
- Certificate of Trust from the Trust;
- 8. Certificate regarding the absence of liens from the Trust, the Agent and the Participants;
- 9. Closing Statement (Note: this shall be prepared by the Title Company);

For the Grand Blanc Property:

- 10. Quitclaim Deed (the "Grand Blanc Deed") from Trust to GM;
- 11. Bill of Sale (the "Grand Blanc Bill of Sale") from Trust to GM (only one original shall be delivered);
- 12. Release of Mortgage (the "Grand Blanc Mortgage Release") from the Agent;
- 13. Release of Assignment of Leases and Rents (the "Grand Blanc ALR Release") from the Agent;
- 14. Termination of Short Form Memorandum of Lease (the "Grand Blanc Short Form Termination") between GM and the Trust;
- 15. Termination of Financing Statements (Instrument Numbers 200408250089800 and 200706010047290) (the "Grand Blanc UCC Terminations");
- 16. Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "Grand Blanc Title Clearance Document") (only one original shall be delivered);

For the Flint Property:

- 17. Quitclaim Deed (the "Flint Deed") from Trust to GM;
- 18. Bill of Sale (the "Flint Bill of Sale") from Trust to GM (only one original shall be delivered);
- 19. Release of Mortgage (the "Flint Mortgage Release") from the Agent;
- 20. Release of Assignment of Leases and Rents (the "Flint ALR Release") from the Agent;
- 21. Termination of Short Form Memorandum of Lease (the "Flint Short Form Termination") between GM and the Trust;
- 22. Termination of Memorandum of Ground Lease (the "Flint Ground Lease Termination") between GM and the Trust;
- 23. Termination of Financing Statements (Instrument Numbers 200408250089802 and 200408250089804) (the "Flint UCC Terminations");
- 24. Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "Flint Title Clearance Document") (only one original shall be delivered);

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For the Franklin Deck:

- 25. Quitclaim Deed (the "Franklin Deck Deed") from Trust to [RHI] [OR] [GM];
- 26. Bill of Sale (the "Franklin Deck Bill of Sale") from Trust to [RHI] [OR] [GM] (only one original shall be delivered);
- 27. Release of Mortgage (the "Franklin Deck Mortgage Release") from the Agent;
- 28. Release of Assignment of Leases and Rents (the "Franklin Deck ALR Release") from the Agent;
- 29. Termination of Short Form Memorandum of Lease (the "Franklin Deck Short Form Termination") between GM and the Trust;
- 30. [Termination of Memorandum of Lease (the " Franklin Deck Ground Lease Termination") between RHI and the Trust;]
- 31. Termination of Financing Statements (file number 2007 1919660 and those filed on 5/23/07 at Liber 46328, Pages 567 and 573) (the "Franklin Deck UCC Terminations");
- 32. Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "Franklin Deck Title Clearance Document") (only one original shall be delivered);

For the River East Deck:

- 33. Quitclaim Deed (the "River East Deck Deed") from Trust to [RHI] [OR] [GM];
- 34. Bill of Sale (the "River East Deck Bill of Sale") from Trust to [RHI] [OR] [GM] (only one original shall be delivered);
- 35. Release of Mortgage (the "River East Deck Mortgage Release") from the Agent;
- 36. Release of Assignment of Leases and Rents (the "River East Deck ALR Release") from the Agent;
- 37. Termination of Short Form Memorandum of Lease (the "River East Deck Short Form Termination") between GM and the Trust;
- 38. [Termination of Memorandum of Lease (the "River East Deck Ground Lease Termination") between RHI and the Trust;]
- 39. Termination of Financing Statements (filed on 8/27/04 at Liber 41215, Pages 368 and 387) (the "River East Deck UCC Terminations");
- 40. Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "River East Deck Title Clearance Document") (only one original shall be delivered);

For Parcel 6/C:

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- 41. Quitclaim Deed (the "Parcel 6/C Deed") from Trust to [RHI] [OR] [GM];
- 42. Bill of Sale (the "Parcel 6/C Bill of Sale") from Trust to [RHI] [OR] [GM] (only one original shall be delivered);
- 43. Release of Mortgage (the "Parcel 6/C Mortgage Release") from the Agent;
- 44. Release of Assignment of Leases and Rents (the "Parcel 6/C ALR Release") from the Agent;
- 45. Termination of Short Form Memorandum of Lease (the "Parcel 6/C Short Form Termination") between GM and the Trust;
- 46. Termination of Financing Statements (filed on 8/27/04 at Liber 41215, Pages 375 and 381) (the "River East Deck UCC Terminations"); and
- 47. Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "River East Deck Title Clearance Document") (only one original shall be delivered).

When all of the conditions precedent to closing set forth in Section A below have been met, you are instructed to close this transaction and disburse the Funds (as defined below) as directed in Section B below and to release from escrow and deliver, record or to otherwise handle the Escrow Documents in accordance with Section C below.

A. <u>CONDITIONS PRECEDENT.</u>

All of the following conditions must be satisfied prior to disbursing the Funds as described in Section B and closing this transaction:

- You have received all of the Escrow Documents;
- 2. The Title Company shall be irrevocably committed to issue, and by the execution of these escrow instructions Title Company does hereby irrevocably commit to issue, Lawyers Title Insurance Corporation 2006 ALTA owner's policies of title insurance (insuring fee owner's estates as to Exhibits A, B and C referenced below (collectively, the "Title Policies"), in connection with the Transaction for the Properties to be dated as of the date and time of the release of any of the Funds (or after recording of the Deeds (if earlier)), and concurrently with the release of any of the Funds shall issue, and otherwise in form identical to the pro forma owner's policies of title insurance (including all endorsements attached thereto) attached hereto as Exhibit A (the "Grand Blanc Owner's Title Policy"), Exhibit B (the "Flint Owner's Title Policy"), and Exhibit C (the "Detroit Owner's Title Policy") (collectively, the "Title Policies").
 - You shall have received, by wire transfer to your account as follows:

Comerica Bank, Detroit, MI ABA Number: 072000096

LandAmerica Financial Group, Inc. - NCS

Account Number: 1851230431 Location Number: 00422

Please reference our case number on all wires: N102355

funds in the amounts set forth in that certain Closing Statement (the "Closing Statement") prepared by you and executed by GM as described above (the "Funds").

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- 4. You shall have confirmed that none of the Title Policies shall reflect any delinquent or past due real estate taxes, sewer or water charges, or special assessments.
- 5. You shall have received written or telephonic confirmation from the undersigned that all other conditions precedent to the closing of this transaction have been satisfied.

B. <u>DISBURSEMENT OF FUNDS.</u>

Upon the satisfaction of the conditions precedent set forth in Section A and the issuance of the signed pro forma Title Policies, you are instructed to close this transaction and to disburse the Funds to or at the direction of the undersigned in accordance with these written instructions and in conformity with the Closing Statement.

C. RECORDING.

As soon as possible after the release of the Funds pursuant to Section B above, you are instructed to record (or file, as applicable) the documents below (the "Recording Documents") with the appropriate recording office in the applicable state in the following order as to each Property:

For the Grand Blanc Property

- 1. The Grand Blanc Mortgage Release;
- 2. The Grand Blanc ALR Release;
- 3. The Grand Blanc Short Form Termination:
- 4. The Grand Blanc Deed:

For the Flint Property

- 5. The Flint Mortgage Release:
- The Flint ALR Release;
- 7. The Flint Short Form Termination:
- 8. The Flint Ground Lease Termination:
- 9. The Flint Deed:

For the Franklin Deck

- 10. The Franklin Deck Mortgage Release;
- The Franklin Deck ALR Release;
- 12. The Franklin Deck Short Form Termination;
- 13. [The Franklin Deck Ground Lease Termination;]
- 14. The Franklin Deck Deed;

For the River East Deck

- 15. The River East Deck Mortgage Release;
- 16. The River East Deck ALR Release:
- 17. The River East Deck Short Form Termination;
- 18. [The River East Deck Ground Lease Termination;]
- 19. The River East Deck Deed:

For Parcel 6/C

- 20. The Parcel 6/C Mortgage Release;
- 21. The Parcel 6/C ALR Release;
- 22. The Parcel 6/C Short Form Termination:
- 23. The Parcel 6/C Deed:

D. <u>DELIVERY OF DOCUMENTS</u>.

Immediately following closing, any extra original documents and copies of all Escrow Documents shall be forwarded to the counsel for GM, except for those documents which have been forwarded to the recorder's office (in which case certified copies of the foregoing shall be forwarded to the counsel for GM).

Promptly after the recording of the Recording Documents, you are instructed to deliver to counsel for GM, at the address below, a conformed copy of each of the Recording Documents, evidencing recordation thereof in accordance with these instructions. In the event that you receive any original recorded document, please forward it to counsel for GM at the address below.

Immediately upon the occurrence of the closing of this transaction and the release of any of the Funds, you are further instructed to give telephonic confirmation thereof to the undersigned Ryan Green at (312)701-8032. If you are unable to comply with these instructions and close this order at or before 4:00 p.m. EST on October 10, 2008, you are to notify the undersigned immediately, and are not to proceed without further written instructions from both of the undersigned.

Send to the undersigned Ryan Green by overnight courier the original executed Title Policies, within 10 days of the date of recordation of the Deeds.

E. COSTS.

All costs and expenses for the escrow fees and recording fees, transfer taxes and all other fees, charges and taxes with respect to the closing of this transaction shall be paid as shown on the Closing Statement. The undersigned shall have no responsibility or liability for any such costs or expenses.

LandAmerica ·Attention: William Wineman Page 7

Kindly acknowledge your receipt of these instructions, and your agreement to strictly comply with the same, by signing and returning to the undersigned the enclosed copy of this letter. Notwithstanding your failure to sign, and/or deliver a signed copy of, this letter, your act of recording or filing any of the Recording Documents or releasing any of the Funds shall constitute your unconditional agreement to issue the Title Policies pursuant to these instructions and to otherwise strictly comply with these instructions. This letter may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same letter.

Sincerely,

Ryan C. Green, Attorney for GM Mayer Brown LLP 71 S. Wacker Drive Chicago, IL 60606 Telephone: (312) 701-8032

Facsimile: (312)706-9268

E-Mail: ryan.green@mayerbrown.com

Mardi Merjian, Attorney for the Agent Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, New York 10017 Telephone: (212) 455-7283

Facsimile: (212) 455- 2502 E-Mail: mmerjian@stblaw.com

Michael M. Ledyard, Attorney for the Trustee Morris James LLP 500 Delaware Avenue, Suite 1500 Wilmington, Delaware 19801 Telephone: (302) 888-6917

Facsimile: (302) 571-1750

E-Mail: mledyard@morrisjames.com

LandAmerica Attention: William Wineman Page 8

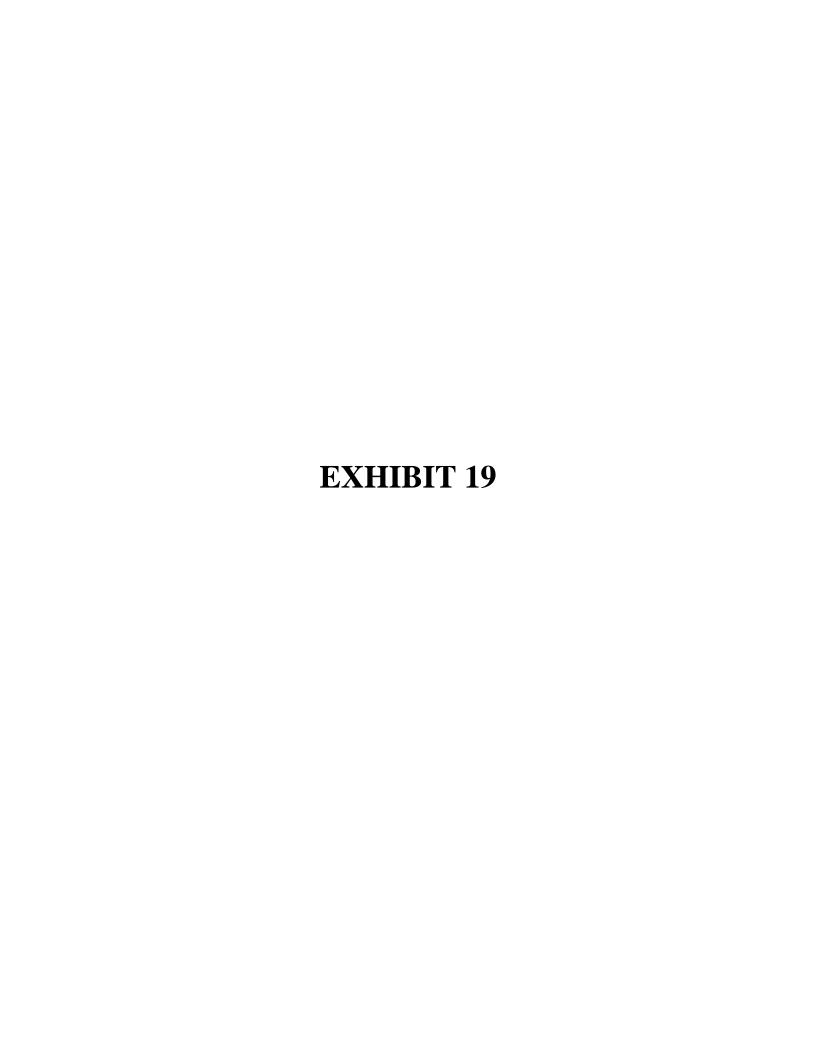
THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THESE RECORDING INSTRUCTIONS AND AGREES TO PROCEED IN STRICT ACCORDANCE THEREWITH.

ANDAMERICA By: Vame: Title:	Dated: October, 2008	•
Name:	ANDAMERICA	•
	Name:	

Exhibit A Grand Blanc Owner's Title Policy

<u>Exhibit B</u> Flint Owner's Title Policy

Exhibit C Detroit Owner's Title Policy



October 29, 2008

VIA E-MAIL

LandAmerica 1050 Wilshire Dr. Suite 310 Troy, MI 48084 Attention: William Wineman e-mail: WWineman@LANDAM.com

Re:

Termination of that certain Participation Agreement dated as of October 31, 2001, among General Motors Corporation ("GM"), as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1 ("Trust"), as Lessor, Wilmington Trust Company ("Trustee"), as Trustee, the Persons named therein as Investors, the Persons named therein as Backup Facility Banks, Relationship Funding Company, LLC, and JPMorgan Chase Bank ("Agent"), as Administrative Agent, as amended (the "Participation Agreement") and release of all liens related thereto including liens relating to the following properties: (i) the SPO Headquarters Building located in Grand Blanc, Michigan (the "Grand Blanc Property"); (ii) the GM Powertrain L6 Engine Plant in Flint, Michigan (the "Flint Property"); (iii) the Franklin Deck in Detroit, Michigan (the "River East Deck"); and (v) Parcel 6/C in Detroit, Michigan ("Parcel 6/C") (the Grand Blanc Property, the Flint Property, the Franklin Deck, the River East Deck and Parcel 6/C herein are each a "Property" and, collectively, the "Properties"). Capitalized terms used but not otherwise defined herein have the respective meanings specified in Annex A to the Participation Agreement:

Greetings:

The undersigned attorneys represent GM, the Agent and the Trustee in connection with the above referenced transaction whereby (i) the Participation Agreement and Operative Agreements will be terminated and (ii) the Liens and Lessor Liens will be released. LandAmerica (the "Title Company") has agreed to issue title insurance policies insuring the interests of GM or Riverfront Holdings, Inc. ("RHI") (as applicable) in and to the Properties in connection with (and after giving effect to) the consummation of the Transaction. This letter constitutes escrow and recording instructions in connection with the Transaction.

You have received or will receive four (4) (except as otherwise noted below) final sets of each of the following documents (collectively, the "Escrow Documents"):

For all of the Properties

- 1. Letter of Direction from BTMU Capital Corporation;
- 2. Termination of UCC Financing Statements (File Numbers 2092532 5, 2092526 7, and 6416808 4) (the "General UCC Terminations");
- 3. Termination Agreement and Release of Operative Agreements from GM, the Trust, the Agent, and the Participants;
- 4. IRS Form W-9 from each US Participant;
- IRS Form W-8BEN from each Non-US Participant;

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EXHIBIT NO. 22

(EV.) (F. Kelly A. Siska

LandAmerica Attention: William Wineman Page 2



- 7. Certificate of Trust from the Trust;
- 8. Certificate regarding the absence of liens from the Trust, the Agent and the Participants;
- Closing Statement (Note: this shall be prepared by the Title Company);

For the Grand Blanc Property:

- 10. Quitclaim Deed (the "Grand Blanc Deed") from Trust to GM;
- 11. Bill of Sale (the "Grand Blanc Bill of Sale") from Trust to GM (only one original shall be delivered);
- 12. Release of Mortgage (the "Grand Blanc Mortgage Release") from the Agent;
- 13. Release of Assignment of Leases and Rents (the "Grand Blanc ALR Release") from the Agent;
- 14. Termination of Short Form Memorandum of Lease (the "Grand Blanc Short Form Termination") between GM and the Trust;
- 15. Termination of Financing Statements (Instrument Numbers 200408250089800 and 200706010047290) (the "Grand Blanc UCC Terminations");
- 16. Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "Grand Blanc Title Clearance Document") (only one original shall be delivered);

For the Flint Property:

- 17. Quitclaim Deed (the "Flint Deed") from Trust to GM:
- 18. Bill of Sale (the "Flint Bill of Sale") from Trust to GM (only one original shall be delivered);
- 19. Release of Mortgage (the "Flint Mortgage Release") from the Agent;
- 20. Release of Assignment of Leases and Rents (the "Flint ALR Release") from the Agent;
- 21. Termination of Short Form Memorandum of Lease (the "Flint Short Form Termination") between GM and the Trust;
- 22. Termination of Memorandum of Ground Lease (the "Flint Ground Lease Termination") between GM and the Trust;
- 23. Termination of Financing Statements (Instrument Numbers 200408250089802 and 200408250089804) (the "Flint UCC Terminations");
- 24. Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "Flint Title Clearance Document") (only one original shall be delivered);









LandAmerica Attention: William Wineman Page 3

For the Franklin Deck:

- 25. Quitclaim Deed (the "Franklin Deck Deed") from Trust to RHI;
- 26. Bill of Sale (the "Franklin Deck Bill of Sale") from Trust to RHI (only one original shall be delivered);
- 27. Release of Mortgage (the "Franklin Deck Mortgage Release") from the Agent;
- 28. Release of Assignment of Leases and Rents (the "Franklin Deck ALR Release") from the Agent;
- 29. Termination of Short Form Memorandum of Lease (the "Franklin Deck Short Form Termination") between GM and the Trust;
- 30. Termination of Memorandum of Lease (the "Franklin Deck Ground Lease Termination") between RHI and the Trust;
- 31. Termination of Financing Statements (file number 2007 1919660 and those filed on 5/23/07 at Liber 46328, Pages 567 and 573) (the "Franklin Deck UCC Terminations");
- 32. Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "Franklin Deck Title Clearance Document") (only one original shall be delivered);

For the River East Deck:

- 33. Quitclaim Deed (the "River East Deck Deed") from Trust to RHI;
- 34. Bill of Sale (the "River East Deck Bill of Sale") from Trust to RHI only one original shall be delivered);
- 35. Release of Mortgage (the "River East Deck Mortgage Release") from the Agent;
- 36. Release of Assignment of Leases and Rents (the "River East Deck ALR Release") from the Agent;
- 37. Termination of Short Form Memorandum of Lease (the "River East Deck Short Form Termination") between GM and the Trust:
- 38. Termination of Memorandum of Lease (the "River East Deck Ground Lease Termination") between RHI and the Trust;
- Termination of Financing Statements (filed on 8/27/04 at Liber 41215, Pages 368 and 387) (the "River East Deck UCC Terminations");
- Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "River East Deck Title Clearance Document") (only one original shall be delivered);



For Parcel 6/C:

LandAmerica

Attention: William Wineman

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- 41. Quitclaim Deed (the "Parcel 6/C Deed") from Trust to RHI;
- 42. Bill of Sale (the "Parcel 6/C Bill of Sale") from Trust to RHI (only one original shall be delivered);
- 43. Release of Mortgage (the "Parcel 6/C Mortgage Release") from the Agent;
- 44. Release of Assignment of Leases and Rents (the "Parcel 6/C ALR Release") from the Agent;
- 45. Termination of Short Form Memorandum of Lease (the "Parcel 6/C Short Form Termination") between GM and the Trust;
- 46. Termination of Financing Statements (filed on 8/27/04 at Liber 41215, Pages 375 and 381) (the "River East Deck UCC Terminations"); and
- 47. Statement Required for the Issuance of ALTA Owner's Policies from GM to the Title Company (the "River East Deck Title Clearance Document") (only one original shall be delivered).

When all of the conditions precedent to closing set forth in Section A below have been met, you are instructed to close this transaction and disburse the Funds (as defined below) as directed in Section B below and to release from escrow and deliver, record or to otherwise handle the Escrow Documents in accordance with Section C below.

A. <u>CONDITIONS PRECEDENT.</u>

All of the following conditions must be satisfied prior to disbursing the Funds as described in Section B and closing this transaction:

- You have received all of the Escrow Documents:
- The Title Company shall be irrevocably committed to issue, and by the execution of these escrow instructions Title Company does hereby irrevocably commit to issue. Lawyers Title Insurance Corporation 2006 ALTA owner's policies of title insurance (insuring fee owner's estates as to Exhibits A, B and C referenced below (collectively, the "Title Policies"), in connection with the Transaction for the Properties to be dated as of the date and time of the release of any of the Funds (or after recording of the Deeds (if earlier)), and concurrently with the release of any of the Funds shall issue, and otherwise in form identical to the pro forma owner's policies of title insurance (including all endorsements attached thereto) attached hereto as Exhibit A (the "Grand Blanc Owner's Title Policy"), Exhibit B (the "Flint Owner's Title Policy"), and Exhibit C (the "Detroit Owner's Title Policy") (collectively, the "Title Policies").
 - You shall have received, by wire transfer to your account as follows:

Comerica Bank, Detroit, Mt ABA Number: 072000096

LandAmerica Financial Group, Inc. - NCS

Account Number: 1851230431 Location Number: 00422

Please reference our file number on all wires: N104090

funds in the amounts set forth in that certain Closing Statement (the "Closing Statement") prepared by you and executed by GM as described above (the "Funds").



- You shall have confirmed that none of the Title Policies shall reflect any delinquent or past due real estate taxes, sewer or water charges, or special assessments.
- 5. You shall have received written or telephonic confirmation from the undersigned that all other conditions precedent to the closing of this transaction have been satisfied.

B. <u>DISBURSEMENT OF FUNDS.</u>

Upon the satisfaction of the conditions precedent set forth in Section A and the issuance of the signed pro forma Title Policies, you are instructed to close this transaction and to disburse the Funds to or at the direction of the undersigned in accordance with these written instructions and in conformity with the Closing Statement.

C. RECORDING.

As soon as possible after the release of the Funds pursuant to Section B above, you are instructed to record (or file, as applicable) the documents below (the "Recording Documents") with the appropriate recording office in the applicable state in the following order as to each Property:

For the Grand Blanc Property

- 1. The Grand Blanc Mortgage Release;
- 2. The Grand Blanc ALR Release;
- 3. The Grand Blanc Short Form Termination;
- 4. The Grand Blanc Deed:

For the Flint Property

- The Flint Mortgage Release (the Title Company will swap the legal description of the signed originals with the legal description attached to draft Flint Mortgage Release attached as Exhibit D hereto);
- 6. The Flint ALR Release:
- 7. The Flint Short Form Termination;
- 8. The Flint Ground Lease Termination;
- 9. The Flint Deed:

For the Franklin Deck

- 10. The Franklin Deck Mortgage Release;
- 11. The Franklin Deck ALR Release:
- 12. The Franklin Deck Short Form Termination;
- 13. The Franklin Deck Ground Lease Termination;

LandAmerica Attention: William Wineman Page 6

14. The Franklin Deck Deed:

For the River East Deck

- 15. The River East Deck Mortgage Release;
- 16. The River East Deck ALR Release;
- 17. The River East Deck Short Form Termination;
- 18. The River East Deck Ground Lease Termination;
- 19. The River East Deck Deed (the Title Company will swap the first page and legal description of the signed originals with the first page and legal description attached to draft River East Deck Deed attached as Exhibit F hereto):

For Parcel 6/C

- 20. The Parcel 6/C Mortgage Release;
- 21. The Parcel 6/C ALR Release:
- 22. The Parcel 6/C Short Form Termination;
- 23. The Parcel 6/C Deed (the Title Company will swap the first page and legal description of the signed originals with the first page and legal description attached to draft Parcel 6/C Deed attached as Exhibit E hereto);

D. <u>DELIVERY OF DOCUMENTS.</u>

Immediately following closing, any extra original documents and copies of all Escrow Documents shall be forwarded to the counsel for GM, except for those documents which have been forwarded to the recorder's office (in which case certified copies of the foregoing shall be forwarded to the counsel for GM).

Promptly after the recording of the Recording Documents, you are instructed to deliver to counsel for GM, at the address below, a conformed copy of each of the Recording Documents, evidencing recordation thereof in accordance with these instructions. In the event that you receive any original recorded document, please forward it to counsel for GM at the address below.

Immediately upon the occurrence of the closing of this transaction and the release of any of the Funds, you are further instructed to give telephonic confirmation thereof to the undersigned Ryan Green at (312)701-8032. If you are unable to comply with these instructions and close this order at or before 4:00 p.m. EST on October 10, 2008, you are to notify the undersigned immediately, and are not to proceed without further written instructions from both of the undersigned.

Send to the undersigned Ryan Green by overnight courier the original executed Title Policies, within 10 days of the date of recordation of the Deeds.

E. COSTS.

LandAmerica Attention: William Wineman Page 7

All costs and expenses for the escrow fees and recording fees, transfer taxes and all other fees, charges and taxes with respect to the closing of this transaction shall be paid as shown on the Closing Statement. The undersigned shall have no responsibility or liability for any such costs or expenses.

Kindly acknowledge your receipt of these instructions, and your agreement to strictly comply with the same, by signing and returning to the undersigned the enclosed copy of this letter. Notwithstanding your failure to sign, and/or deliver a signed copy of, this letter, your act of recording or filling any of the Recording Documents or releasing any of the Funds shall constitute your unconditional agreement to issue the Title Policies pursuant to these instructions and to otherwise strictly comply with these instructions. This letter may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same letter.

Sincerely,

Ryan G. Green, Attorney for GM

Mayer Brown LLP 24 S. Wacker Drive Chicago, IL 60606

Telephone: (312) 701-8032 Facsimile: (312)706-9268

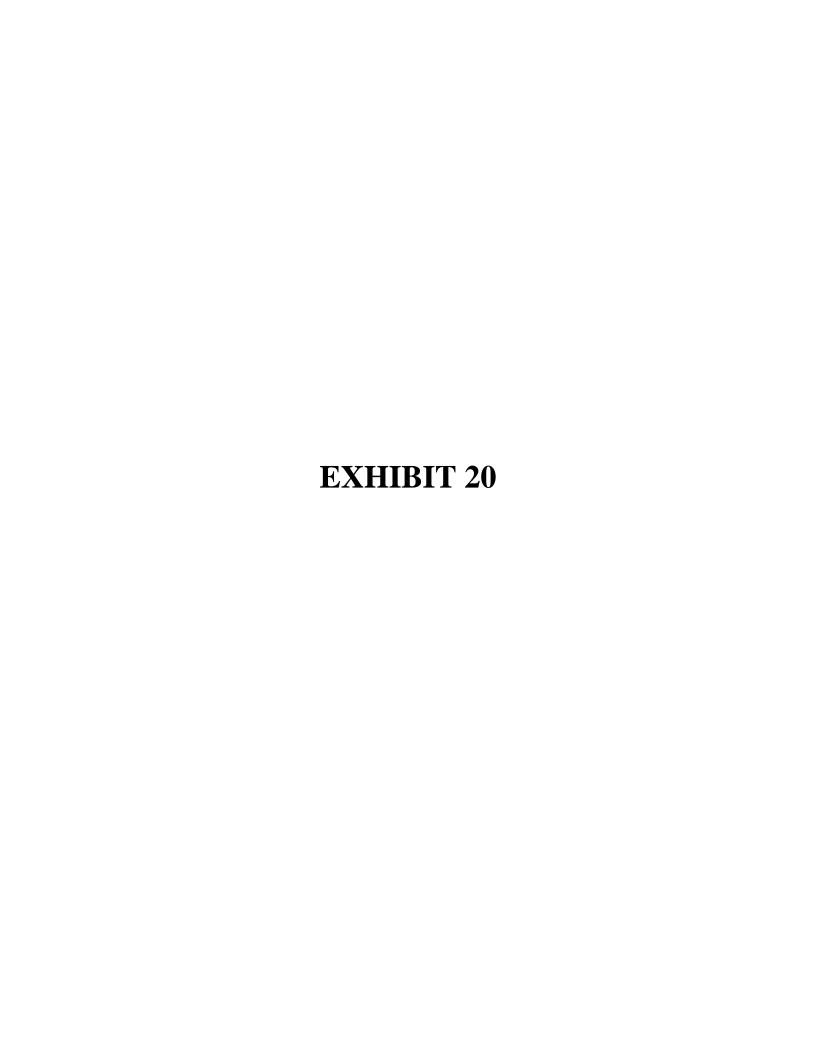
E-Mail: ryan.green@mayerbrown.com

Mardi Merjian, Attorney for the Agent Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, New York 10017 Telephone: (212) 455-7283 Facsimile: (212) 455-2502 E-Mail: mmerjian@stblaw.com

Michael M. Ledyard, Attorney for the Trustee Morris James LLP

500 Delaware Avenue, Sulte 1500 Wilmington, Delaware 19801 Telephone: (302) 888-6917

Facsimile: (302) 571-1750 E-Mail: mledyard@morrisjames.com



Green, Ryan

From:

Swanger, Mary H.

Sent:

Tuesday, June 16, 2009 10:49 AM

To:

Green, Ryan

Cc: Subject: Romick, Jamie L.; Newman, Richard M.; Watt, Jean M.; Braybrook, Stacey L.

GM terminations from 2008

Richard Toder of Morgan Lewis contacted Mayer Brown today to find out why Stewart Gonshorek filed a particular UCC termination in October of 2008. Morgan Lewis is representing JPMorgan Chase in the GM proceedings. Our matter number is 00652500, document number is 1457978.

It is my understanding that Mr. Toder is in a room full of lawyers right now and wants us to understand that the matter is urgent. Here are the people to call and their numbers:

Richard Toder

212-309-6052

Andy Gottfried

212-309-6145

Richard Petretti

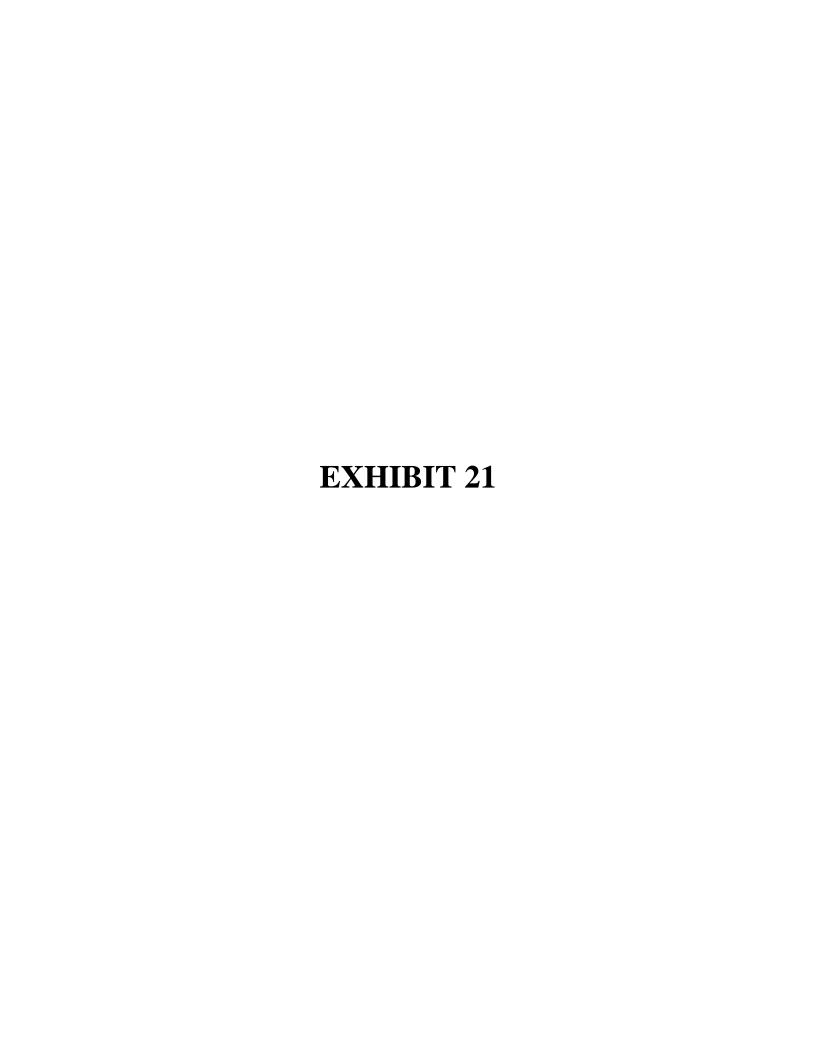
212-309-6870

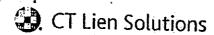
Please call me. Thanks.

Mary Swanger Supervisor of UCC Compliance Mayer Brown LLP 71 South Wacker Drive Chicago, Illinois 60606 mswanger@mayerbrown.com (312) 701-7193

EXHIBIT NO. 24

Kelly A. Siska





208 S. LaSalle Street Chicago, IL 60604

312 345 4345 tel 888 829 5819 fax www.ctliensolutions.com

November 4, 2008

Stewart Gonshorek Mayer Brown LLP 71 South Wacker Drive Chicago IL 60606

Re:

Order#: 7401846 SO

Customer Reference 1:

00652500

Customer Reference 2:

12609

Dear Stewart Gonshorek:

Pursuant to your request, please see the attached final status report for detailed information regarding the above referenced order.

Your request is now complete. If you have any questions, please do not hesitate to call.

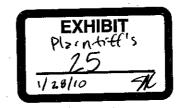
We appreciate this opportunity to be of service.

Sincerely

Bryan R Kluever Customer Specialist

Bryan,Kluever@wolterskluwer.com

Enclosure (s)



Invoice

a Wolters Kluwer business

www.ctlegalsolutions.com Mayer Brown LLP 71 South Wecker Drive Chicago N. 80608

OR INQUIRIES CONTACT:	Bryan R Kluever Chicago UCC Team 1 208 South LaSalle Street	1NVOICE NUMBER 4708741-R1	11/04/08
	Suite 814 Chicago IL 60604	ORDER MAMBER ORDER DATE 7401848 SQ 19/30/08	CUSTOMER NUMBER 1412168
		CUSTOMER REFERENCE - 1 DOG52500	CUSTOMEN REFERENCE - 2 12609
	Phone: (312)345-4345 Fax: (888)829-5819 Attention: Bryan R Kluever (Federal Tax 10# 51-0008522)	REQUESTED BY Stowert Gonshorek	Another 162 3 484.0

						SERVICE CH	ARSES	DISBURSEM	ENT8	AMOUNT	UE
Auto Facilities Real E Services •	state Trust	2001-1 (20925	32 5)							· • •
Termination - Delaware Disbursements -		3				. *	28.00		· · · · · · · · · · · · · · · · · · ·		•
Termination - Delaware							26.00		75.00 75.00	•	۱ محمد المحمد
Auto Facilities Real E Services	state Trust	2001-1 (2007 1	919660)			20,00		70,00		\$101,80
Termination - Delawere Disbursements -		121					26.00				
Termination - Delawere UBTOTAL							28.00	,	75.60		
eneral Motors Corpo	ration (209	2526 7)					50.00		76.00		\$101.08
Termination - Delaware				٠			28.00				
Termination - Delaware					-		1		75.00		

Bryan R Klusver Chicago UCC Team 1 208 South LaSale Stree Suite 814 Chicago R. 60604

Please detach and return this stub with your payment using the enclosed envelope. For proper credit, indicate your complete invoice number, including the two characters following the invoice number on the check. Contact your Team with any changes or questions.

Check here for payment by Bank Card or ACH, and complete form on reverse of this stub.

Stewart Gonshorek -Mayer Brown LLP 71 South Wacker Driva Chicago IL 60808

REMIT PAYMENTS ONLY TO:

CT Corporation PO Box 4349 Carol Stream IL 60197-4349

	11/04/08		4708741-RI
	A DOUBLE DOE	 	CUSTOMER KUMBER
Ž	\$ 2		1412168

Payment due upon receipt.

402 1 00001412168 04708741 8273 000040400 07401846 8379 7

Mayer Brown LLP 71 South Wecker Drive Chicago IL 80808

INVOICE NUMBER INVOICE DATE 4708741-RI 11/04/08 ORDER NUMBER ORDER DATE 7401848 SO 10/30/08

Page 2 of 2

SUBTOTAL

General Motors Corporation (6416808 4) Services -

Termination - Delaware Disbursements -

Termination - Delaware SUBTOTAL

SUMMARY

SERVICE CHARGES DISBURSEMENTS AMOUNT DUE 26.00 75.00 \$101.00 28.00 75.00 75.00 26.00 \$181.00 Total Savings on this Invoice \$ 56.00 Service Charges \$104.00 Disbursements 300.00

TOTAL AMOUNT DUE

† 404.00

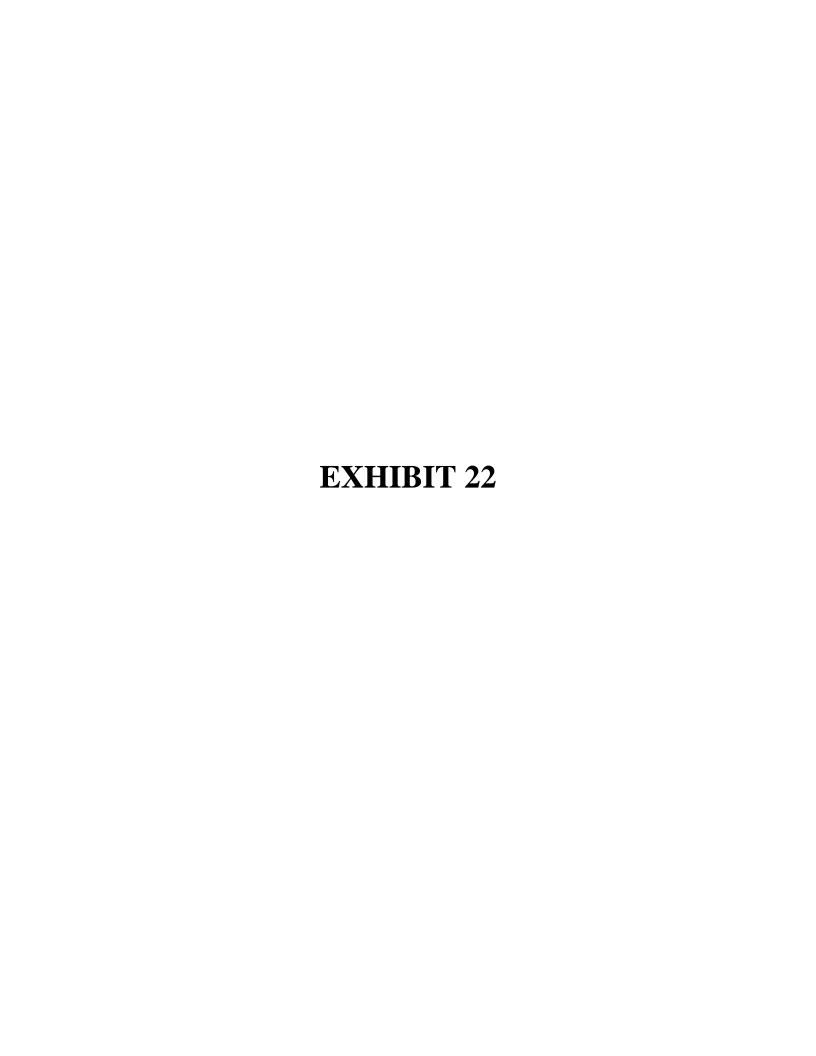
ane 1 o

Chicago UCC Team 1 C T Corporation System 208 South LaSalle Street Suite 814 Chicago II. 60604

(888) 829-5817 (888) 829-5819 Bryan.Kluever@wolterskluwer.com

	T Contact: Bryan R Klueyer eam: Chicago UCC Team ate: November 4, 2008
ST.	46 SO
STATUS REPOR	Order #: Customer Reference 1: 00652: Customer Reference 2: 12609
Stewart Gonshorek	Mayer Brown LLP 71 South Wacker Drive Chicago IL 60606

Entity/Debtor Name	Order Type	Jurisdiction	Comments	File/Document Issue Data	Date Sent T	Date Sent To
Auto Facilities Real Estate Trust 2001-1 (2007 1919660)	Termination	Delaware	STATUS: Invoiced	10/30/08	2008 3661566	11/04/08
Auto Facilities Real Estate Trust 2001-1 (2092532 5)	Termination	Delaware	STATUS: Involced	10/30/08	2008 3661467	11/04/08
General Motors Corporation (2092526 7)	Termination	Delaware	STATUS: Involced	10/30/08	2008 3661426	11/04/08
General Motors Corporation (6416808 4)	Termination	Delaware	STATUS: Invoiced	10/30/08	2008 3661491	11/04/08





"Merjian, Mardi R"

To: <RICHARD.DUKER@jpmorgan.com>

<mmerjian@stblaw.com>^{cc}:

Subject: FW: GM/JPMorgan Chase Synthetic Lease Property Releases

10/15/2008 12:54 PM

(Auto Facilities Real Estate Trust 2001-1)

fy

From: Green, Ryan [mailto:Ryan.Green@mayerbrown.com]

Sent: Wednesday, October 15, 2008 12:48 PM

To: Merjian, Mardi R; Kenton@rlf.com

Subject: GM/JPMorgan Chase Synthetic Lease Property Releases (Auto Facilities Real Estate Trust 2001-1)

Mardi and Glenn.

Attached find a draft of the checklist for the above-referenced transaction. I expect to send draft documents later today.

Best, Ryan

Ryan C. Green Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tel: 312 701 8032 Fax: 312 706 9268 ryan green@mayerbrown.com

<<GM Checklist - Release of Properties from JPM Chase Synthetic Lease XLS>>

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35 GN

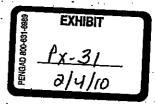
GM Checklist - Release of Properties from

JPM Chase Synthetic Lease XLS

Type: application/vnd.ms-excel

Name: GM Checklist - Release of Properties from JPM

Chase Synthetic Lease XLS



General Motors: Release of Properties in

17-Dec-09

PARTIES AND COUNSEL

General Motors Corporation ("GM") Lessee/Purchaser

Tim Conder (313) 685-6606 Timothy.Conder@gm.com

Gordon Ing

Gordon, M. Ing@gm.com

Arun, Sundaram@gm.com Aruh Sundaram (212) 418-6219

Mayer Brown LLP ("MB") 71. S. Wacker Drive Chicago, 1L 60606 Counsel to Lessee/Purchaser

312) 701-7153 Robert Gordon

<u>rgórdon@mayerbrown.com</u>

Ryan Green (312) 701- 8032

<u>ryan, green@mayerbrown, com</u>

Auto Facilities Real Estate Trust 2001-1

Lessor/Seller

Trustee

Wilmington, Delaware 19890-0001 Wilmington Trust Company 1100 North Market Street.

Richards, Layton & Finger

Counsel to Trustee

Glenn Kenton

JPMorgan Chase Bank ("Agent")

Administrative Agent

Richard Duker (Credit Contact) (212) 270-3057 (phone) (212) 270-5127 (fax)

General Motors: Release of Properties Nam JPMorgan Chase Synthatic Lease CLOSING DATE: October 31, 2008

Dorls Mesa (Administrative Contact) (212) 552-7265 (phone) (212) 552-5650 (fax)

Simpson Thatcher & Bartlett

Mardi Merjian Counsel to Administrative Agent

andAmerica Commonwealth ("TC")

Title Company

William Wineman 248-816-3820 (Phone) 248-649-1626 (Fax) 1050 Wilshire Drive, Suite 310 Troy, MI 48081

wwineman@landam.com

Relationship Funding Company, LLC ("RFC")

BTM Capital Corporation ("SI")

Secured Investor

Conduit

Equity Investor

JH Equity Realty Investors ("EI")

JPMorgan Chase Bank Citibank, N.A.

Backup Facility Banks

BNP Paribas

HSBC Bank USA Credit Suisse First Boston

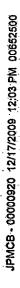
Properties

SPO Headquarters Bullding, Grand Blanc, MI Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI GM Powertrain L6 Engine Plant, Flint, MI

CLOSING PARTIES TOWN JEWIST General Motors: Release of Properties from JPMorg CLOSING DATE: October 31,

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DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC.#	STATUS	COMMENTS	
	<u> </u>	MB	5225216.3	MB preparing		
SPO Headquarters, Grand Blanc, Mi A Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi) Recorded 1/10/03, Instrument No.	Agent	æ W	1457570.1	MB preparing		
200301100004378 B Release of Assignment of Leases (record) Lease §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379	Agent	M. B.	1457572.1	MB preparing		
Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(f)(C) Recorded 1/10/03, Instrument No. 200301100004374	Trust	@ X	1457574.1	MB preparing		
Quitclaim Dead (record) Lease §19.1(a)(l)(A)	Frust	MB		MB preparing		:
E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	WB.	5225459.2	MB preparing		
F Termination of UCCs Lease \$19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800	Agent	#		MB preparing		





lan Chase Synthetic Lease General Motors: Release of Properties

DOCUMENT		SIGNED BY	GLOSING DATE: October 31, 2008 IED BY RESPONSIBLE	008 DOC.#	STATUS	COMMENTS	(0)
Financing statement recorded 8/25 Instrument No. 200408250089803, Amendment recorded in Instrumen 200706010047290	Financing statement recorded 8/25/04, Instrument No. 200408250089803, Amendment recorded in Instrument No. 200706010047290		PARI				
G Affidavit for Title Co Lease §19.7(a)(vi)	G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	WB		MB preparing		
H Title Commitment	H Title Commitment/Underlying Documents	<u>P</u>	Ų	N.A	Received		
I Title Policy		9	ρ	N/A	At closing		
J Payoff Letter		Agent	Agent		Open		
3 Franklin Parking and River East P	Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI						
A Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi)	age (record) (C), 19.1(a)(vi)	Agent	MΒ		MB preparing		. •
B Release of Assign Lease §19.1(a)(vi	Release of Assignment of Leases (record) Lease §19.1(a)(vi)	Agent	MB		MB preparing		· · · · · ·
C Release of Short For Lease (record) Lease §19.1(a)(l)(C)	C Release of Short Form Memorandum of Lease (record) Lease \$19.1(a)(i)(C)	Trust	MB		MB preparing		
D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	ecord) (A)	Trust	a N		MB preparing		
E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	ssignment (B)	Trust	aw	5225468:1	MB preparing		



General Motors: Release of Properties from JRMorgan Chase Synthetic Lease CLOSING DATE: October 31, 2008

'DOG' # SIGNED BY

RESPONSIBLE

DOCUMENT

COMMENTS

STATUS

F Termination of UCCs Lease \$19.1(a)(vi) file number 2007 1919660, file date 5/21/07	Agent	Ø. B.		MB preparing	
G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	#		MB preparing	
H Title Commitment/Underlying Documents	Ď	<u>0</u>	NA	Awalting	
I Title Policy	<u>1</u>	ဥ	¥	At closing	
J Payoff Letter	Agent	Agent		Open	• • • • • • • • • • • • • • • • • • • •
GM Powertrain L6 Engine Plant, Filnt, MI					
A Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi)	Agent	WB		MB preparing	
B Release of Assignment of Leases (record) Lease §19.1(a)(vi)	Agent	@W		MB preparing	
C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(l)(C)	Trust	WW		WB preparing	
D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust			MB preparing	
E Bill of Sale and Assignment Lease §19.1(a)(i)(B)	Trust	MB	5225467.1 N	MB preparing	



General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

DOCUMENT	CLOSING	CLOSING DATE: October 31, 2008	008	•	
	SIGNED BY	RESPONSIBLE PARTY	DOC.# STATUS	TUS COMMENTS	
F Termination of UCCs Lease §19.1(a)(vi)	Agent	89. N	MB preparing	paring	
G. Affidavit for Title Company re. no liens Lease §19.1(a)(vi)	Trust	œ V	MB preparing	oaring	
H Title Commitment/Underlying Documents	2 _	2	N/A Awaiting	G	
I Title Policy	<u>p</u>	<u>p</u>	N/A At closing	NI G	
J. Payoff Letter	Agent	Agent	Open	Ē	
General Documentation					
A Termination of UCCs (central, DE filings) Blanket-type financing statements as to real property and related collateral located in Marion County, Indiana (file number 2092532 5, file date 4/12/02 and file number 2092526 7, file date 4/12/02) financing statement as to equipment, fixtures and related colleteral located at certain U.S. manufacturing facilities (file number 6416808 4, file date 11/30/06)	Vgent	m ≥	MB preparing	aring	
B Termination of Operative Agreements		g	9191785.2 MB preparing	Sig	
Participation Agreement \$14.10	racility Banks			•	
C IRS Form W-9	US Participants				

CLOSING(@)CKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease

DOC.# CLOSING DATE: October 31, 2008 RESPONSIBLE SIGNED BY

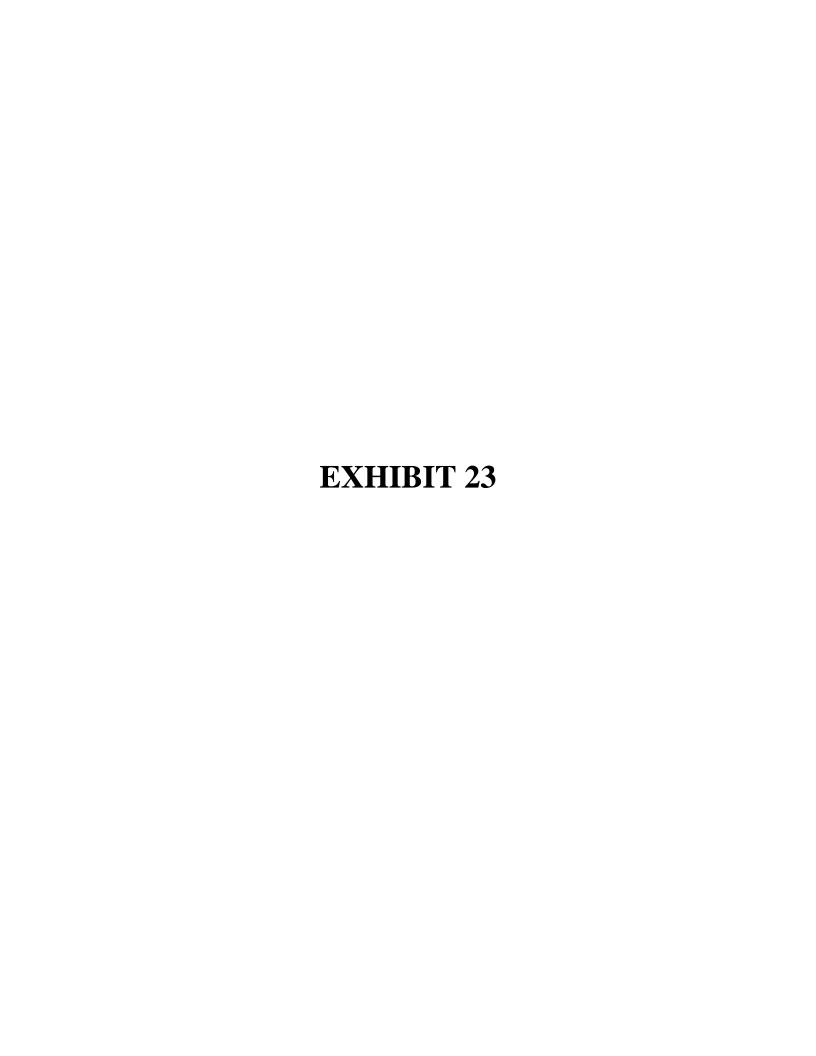
DOCUMENT

MB preparing MB preparing MB preparing 5225546.1 9197777.2 Non-US Participants ŽΒ Trust, Agent, RFC, SI, EI, Backup Facility Banks Non-US Participants Trust Trust G Certificate regarding the absence of liens D IRS Form W-8BEN F Certificate of Trust Lease §19.1(a)(iv) Lease §19.1(a)(ii) E FIRPTA Affidavit



COMMENTS

STATUS





From:

Merjian, Mardi R

Sent:

Wednesday, October 15, 2008 5:30 PM

To:

'RICHARD.DUKER@jpmorgan.com'

Subject:

FW: GM/JPMorgan Chase - Synthetic Lease (Auto Facilities Real Estate Trust 2001-1)

Attachments: General Documentation (incl. Letter of Direction); Grand Blanc, MI; Detroit, MI; Flint, MI; GM

Checklist - Release of Properties from JPM Chase Synthetic Lease XLS

Tracking: .

Recipient

'RICHARD,DUKER@jpmorgan.com'

D'Addona, Corinne

Delivered: 10/15/2008 5:30 PM

fyi

From: Green, Ryan [mailto:Ryan.Green@mayerbrown.com]

Sent: Wednesday, October 15, 2008 5:27 PM

To: Merjian, Mardi R; Ledyard, Michael

.Cc: arun.sundaram@gm.com; timothy.conder@gm.com; Gordon, Robert E.; Gonshorek, Stewart C.; McCarthy,

Subject: GM/JPMorgan Chase - Synthetic Lease (Auto Facilities Real Estate Trust 2001-1)



Mardi and Michael,

Attached please find an updated checklist and drafts of the closing documents (except the deeds and title

Note that we are awaiting updated title commitments and underlying title documents relating to the properties in Flint and Detroit. The drafts relating to these properties remain subject to our review of the related title

Also, note that the drafts are being transmitted to our client simultaneously and remain subject to our client's

Please contact me with any questions or comments you may have.

Best.

Ryan

Ryan C. Green Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tet 312 701 8032 Fax: 312 706 9268

ryan.green@mayerbrown.com

<<General Documentation (incl. Letter of Direction)>> <<Grand Blanc, MI >> <<Detroit, MI>> <<Flint, MI>> <<GM Checklist - Release of Properties from JPM Chase Synthetic Lease XLS>>



EXHIBIT



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From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 4:40 PM

To:

Green, Ryan

Subject:

General Documentation (incl. Letter of Direction)

Attachments: GM/JPMorgan Chase: termination agreement (initial draft).DOC; GM/JPM Chase - Certificate

regarding absence of liens (initial draft).DOC; GM-SPO Letter of Direction (MB Draft

10/15).DOC; GM-SPO - FIRPTA - Auto Facilities Real Estate Trust 2001-1.DOC; Certificate of Trust - Michigan Release.DOC; fw8ben[1].pdf; fw9[1].pdf; gm/2000 lease financing - ucc3 general [3].PDF; gm/2000 lease financing - ucc3 - general [2].PDF; gm/2000 lease financing -

<<GM/JPMorgan Chase: termination agreement (initial draft).DOC>> <<GM/JPM Chase - Certificate regarding absence of liens (initial draft).DOC>> <<GM-SPO Letter of Direction (MB Draft 10/15).DOC>> <<GM-SPO -FIRPTA - Auto Facilities Real Estate Trust 2001-1.DOC>> << Certificate of Trust - Michigan Release.DOC>> <<fw8ben[1].pdf>> <<fw9[1].pdf>> <<gm/2000 lease financing - ucc3 - general [3].PDF>> <<gm/2000 lease financing - ucc3 - general [2].PDF>> <<gm/2000 lease financing - ucc3 - general [1].PDF>>

Ryan C. Green Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 Tel: 312 701 8032

Fax: 312 706 9268

ryan.green@mayerbrown.com



TERMINATION AGREEMENT AND RELEASE OF OPERATIVE AGREEMENTS

October , 2008

The parties to this Termination Agreement and Release of Operative Agreements (this "Termination and Release") acknowledge that the Lessee is exercising the Maturity Date Purchase Option pursuant to Section 20.2 of the Lease.

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, the undersigned, each of which is a party to one or more of the agreements identified as the Operative Agreements, hereby agree that (i) each of such Operative Agreements and any Commitment thereunder is hereby terminated and is discharged and of no further force or effect as of the date hereof, and (ii) the Administrative Agent and the Lessor do hereby (x) release all of their Liens and Lessor Liens against the Properties created by the Operative Agreements, (y) acknowledge that such Liens and Lessor Liens are forever released, satisfied and discharged and (x) authorize Lessee to file a termination of any existing Financing Statement relating to the Properties. The foregoing notwithstanding, the following provisions shall survive the termination hereby (A) any provision of the Operative Agreements which survives termination by its express terms, (B) the indemnification obligations set forth in Sections 12.1 (General Indemnity) and 12.2 (General Tax Indemnity) of the Participation Agreement (as defined herein), and (C) the obligations of the Lessee to pay Transaction Expenses pursuant to Section 8.2(iii) of the Participation Agreement.

All capitalized terms not otherwise defined herein shall have the meanings set forth in Annex A to that certain Participation Agreement dated as of October 31, 2001, among General Motors Corporation, as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1, as Lessor, Wilmington Trust Company, as Trustee, the Persons named therein as Investors, the Persons named therein as Backup Facility Banks, Relationship Funding Company, LLC, and JPMorgan Chase Bank, as Administrative Agent, as amended (the "Participation Agreement").

This Termination and Release may be executed in counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to be a single document.

This Termination and Release shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without regard to conflicts of law principles (other than Title 14 of Article 5 of the New York General Obligations Law), except to the extent the application of laws of another jurisdiction are mandatory.

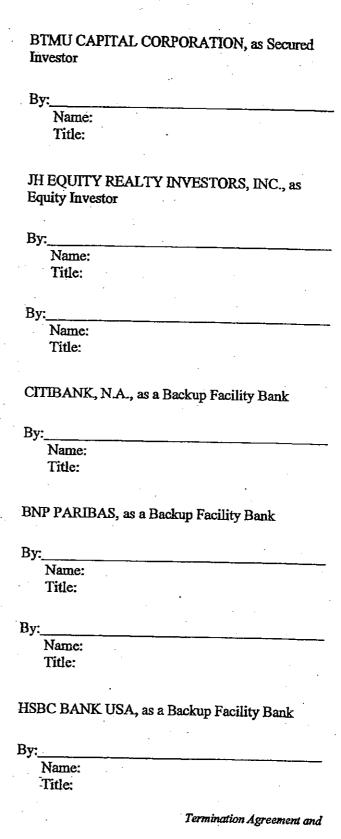
[The remainder of this page is intentionally left blank.]

Termination Agreement and Release of Operative Agreements



The undersigned have executed this Termination and Release as of the date first above here written.

AUTO FACILITIES REAL ESTATE TRUST 2001-1, as Lessor	
By: Wilmington Trust Company, not in its individual capacity but solely as Trustee	
Ву:	
Name: Title:	
GENERAL MOTORS CORPORATION, as Lessand Construction Agent	ee
Ву:	
Name: Title:	
JPMORGAN CHASE BANK, as Administrative Agent and a Backup Facility Bank	
Ву:	
Name: Title:	
WILMINGTON TRUST COMPANY, in its individual capacity, only to the extent expressly set forth herein	Ļ
By:	
Name: Title:	_
RELATIONSHIP FUNDING COMPANY, LLC	
Ву:	
Name: Title:	-
· · · · · · · · · · · · · · · · · · ·	





CREDIT SUISSE FIRST	BOSTON, as a Backup
Facility Bank	a con a concept

Ву:	•		
Name: Title:	-		<u> </u>
Ву:	-	·	
Name: Title:	·		<u> </u>

Termination Apreement and



CERTIFICATE

TO: General Motors Corporation

This Certificate is delivered to you pursuant to Section 19.1(a)(iv) of the Lease executed in connection with that certain Participation Agreement, dated as of October 31, 2001, among General Motors Corporation, as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1, as Lessor, Wilmington Trust Company, as Trustee, the Persons named therein as Investors, the Persons named therein as Backup Facility Banks, Relationship Funding Company, LLC, and JPMorgan Chase Bank, as Administrative Agent, as amended (the "Participation Agreement"). Capitalized terms used but not otherwise defined herein have the respective meanings specified in Annex A to the Participation Agreement.

The undersigned hereby certifies as to the absence of (i) any Liens created by the Operative Agreements that are attributable to such Person and (ii) any Lessor Liens attributable to such Person.

The undersigned has caused this Certificate to be executed and delivered by a duly authorized officer thereof as of this ____ day of October, 2008.

		i
1 [1
	-	
Зv:		
By: Name: Title:		
Title:		

¹ To be delivered by Auto Facilities Real Estate Trust 2001-1, JPMorgan Chase Bank, Relationship Funding Company, LLC, Citibank, N.A., BNP Paribas, HSBC Bank USA, Credit Suisse First Boston, BTM Capital Corporation and JH Equity Realty Investors.

Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890-0001

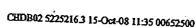
RE: Auto Facilities Real Estate Trust 2001-1

Gentlemen:

Pursuant to Section 4.2(a) of the Trust Agreement, dated as of October 31, 2001 (the "Trust Agreement"), among BTMU Capital Corporation (f/k/a BTM Capital Corporation), as Secured Investor, JH Equity Realty Investors, Inc., as Equity Investor, and Wilmington Trust Company, as Trustee (the "Trustee") thereunder, the undersigned as the "Required Investors", hereby authorizes and directs you, in your capacity as Trustee, to execute, deliver and perform the documents listed on Exhibit A hereto in connection with the sale by the captioned trust of all of its right, title and interest in and to the real and personal property owned by it in Grand Blanc, Michigan, Detroit, Michigan, and Flint, Michigan, in such forms as may be delivered to the Trust by the law firm of Mayer Brown, LLP and acceptable to the Secured Investor.

The undersigned confirms that such authorization and direction and each such action by you pursuant to the foregoing authorization and direction (i) is not inconsistent with the terms of the Operative Agreements to which the Trustee is a party and, (ii) is covered by the indemnification provided under Section 4.3 of the Trust Agreement and Section 12.1 of the Participation Agreement.

Capitalized terms used but not defined herein shall have the respective meanings provided in or by reference in the Participation Agreement.



JPMorean Chase Synthetic Lease Releas



IN WITNESS WHEREOF, the undersigned has duly executed and delivered this direction letter as of the date set forth above.

BTMU Capital Corporation

Ву:		•
Name:	·	 -
Title:		

:

EXHIBIT A



Grand Blanc, Michigan:

- 1. Termination of Short Form Memorandum of Lease
- 2. Quitclaim Deed
- 3. Bill of Sale and Assignment
- 4. Title Affidavit

Detroit, Michigan

- 1. Termination of Short Form Memorandum of Lease
- 2. Quitclaim Deed
- 3. Bill of Sale and Assignment
- 4. Title Affidavit

Flint, Michigan

- 1. Termination of Short Form Memorandum of Lease
- 2. Quitclaim Deed
- 3. Bill of Sale and Assignment
- 4. Title Affidavit

General Documentation

- 1. Certificate regarding the absence of liens
- 2. FIRPTA
- 3. Certificate of Trust
- 4. Termination and Release of Operative Agreements

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Code section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust ("Transferor"), the undersigned, in accordance with Treasury regulation §1.1445-2(b)(2), hereby certifies the following on behalf of Transferor:

- 1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign person (as those terms are defined in the Code and Income Tax Regulations);
- Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
- Transferor's U.S. Employer Identification Number is 51-6524430; and
- 4. Transferor's office address is 1100 N. Market St., Wilmington, DE 19890.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declares that I have authority to sign this document on behalf of Transferor.

Date: October 2008

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

By:	Wilmington Trust Company, not in individual capacity but solely as Trustee	it
-	Ву:	
•	Name:	
	Title:	

GM-SPO FIRPTA Auto Facilities Real Estate Trust 2001-1

CHDB02 522:5470.1 10-Oct-08 18:53 00652500



The undersigned Trustee, being first duly sworn, on oath state: 1. The name of the trust is: Auto Facilities Real Estate Trust No. 2001-1 2. The date of the trust instrument is: October 31, 2001 3. The name and mailing address of each grantor is: Name: Auto Facilities Real Estate Trust No. 2001-1 Address: Rodney Square North, 1100 North Market Street, Wilmington, DE 19890-4 4. The name and mailing address of each trustee empowered to act under the trust instrument at the time of execution of this certificate: Name: Wilmington Trust Corporation Address: Rodney Square North, 1100 North Market Street, Wilmington, DE 19890-4 5. The legal description of all interests in real property owned by or conveyed to the tru "See Exhibit (A) attached hereto for legal description" 6. The anticipated date of termination of the Trust is: UNKNOWN 7. The general powers of the Trustee(s) contained in Sections 11.2, 2.2 and 4.2 of the Tand is relieved of any obligation or duty to verify that any transaction entered in to by Trustees(s) is consistent with the terms and conditions of the Trust. 9. This Certificate of Trust is executed as evidence of the existence of the Trust, the term and conditions of which are incorporated herein by reference. By the terms of the Tru in the event of the death, resignation, or incapacity of the Primary Trustee, the Success trustee shall become acting trustee without further act, bond, or order. The statements contained in the Trust Certificate are true and correct and there are no othe provisions in the trust instrument, or amendments to it, that limit the powers of the trustee.	STA	ATE OF
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T T T T T T T T T T T T T T T T T T T	pro	visions in the trust instrument, or amendments to it, that limit the powers of the trustees
sell, convey, pledge, mortgage, lease, or transfer title to interests in real or personal proper	sel	, convey, pledge, mortgage, lease, or transfer title to interests in real or personal propert
	DA	TE: Signature of Grantor

·	Print Name
STATE OF	
COUNTY OF	
Date, ou and	appeared before me, the undersigned authority in and for the said county and day of, 2008, within my jurisdiction, the within named knowledged that (he) (she) (they) executed the above and foregoing
	NOTARY PUBLIC
My commission E	xpires

EXHIBIT A

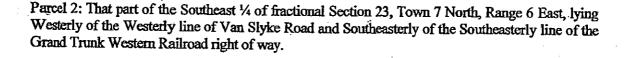
LEGAL DESCRIPTION

Grand Blanc, Michigan

Unit 1 Grand Pointe Park Condominium as recorded in Master Liber 3661 Pages 672 to 727 inclusive, as amended by First Amendment recorded in Master Liber 3880 Pages 939 to 944 inclusive, and designated as Genesee County Condominium Subdivision Plan No. 193 with rights in General Common Elements and Limited Common Elements as set forth in above Master Deed and as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

Flint, Michigan

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 ½ 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, 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 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 a the point of beginning.





Parcel 3: A parcel of land beginning North 00 degrees 30 seconds East 702.24 feet from the interior 1/2 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 332.85 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.

Detroit, Michigan

Form W-8BEN

(Rev. February 2008)

Department of the Treasury Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding > Section references are to the Internal Revenue Code. > See separate instructions. > Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do	o't use this form for:	DO HOL SE	M W U	e ma.		
• /	U.S. citizen or other U.S. person, including a resident allen individual					Instead, use Form
	person claiming that income is effectively connected with the conduct at trade or business in the United States	• • •	• • •		• • •	w-
• /	Oreign partnership a foreign simple trant on a section					W-8E0
1	creign government, International organization, foreign central bank of issue, foreign private foundation, or government of a U.S. possession that motivate of the control o	for excep	tions) .			W-8ECt or W-8IM
U.	edgn private foundation, or government of a U.S. possession that received effectively Iming the applicability of section(s) 115(2), 501(c) 892 895 or 14(3) (co. lectural)	A counecte	и organ ed incon	izauon, ne or that is		
Nat	These entities should use Form W. SDEN K. H.	ons)	• • •		V	W-8ECI or W-8EX
ai	they are a foreign person exempt from backup withholding.	providing t	he form	only to		
•	person acting as an intermediary See instructions for additional exceptions.					W-BIM
_	<u> </u>			• • •	• • •	W-Olly:
1	Identification of Beneficial Owner (See Instructions.)	·				·
٠	Name of individual or organization that is the beneficial owner		2 0	country of in	corporati	ion or organization
3	Type of beneficial owner.		İ.		•	31
•	C Corporation L Di	isregarded e	entity	Partners	ship	Simple trust
	Grantor trust Complex trust Estate Go	overnment		☐ Internati	ional organ	
ŀ	☐ Central bank of Issue ☐ Tax-exempt organization ☐ Private foundation					
	Permanent residence address (street, apt. or suite no., or rural route). Do not use a	P.O. box	or in-c	are-of add	ress.	
_	City or town, state or province. Include postal code where appropriate.		·			
	where appropriate.		•	Coun	try (do r	ot abbreviate)
5	Mailing address (if different from above)					
		-				
	City or town, state or province. Include postal code where appropriate.			10		
	<u> </u>			Coun	try (do ni	ot abbreviate)
6	U.S. taxpayer identification number, If required (see instructions)	7 Fo	roign to	v kdontifi do e		*
	Reference number(s) (see instructions)	1	icign ia	v ideimikiik	j number	, if any (optional)
9 a	Claim of Tax Treaty Benefits (if applicable) certify that (check all that apply):	 -				
.b	The beneficial owner is a resident of	ing of the inc	ome tax tr	eaty between t	ne United St	lates and that country.
C						
_	The beneficial owner is not an individual, derives the item (or items) of income to applicable, meets the requirements of the treaty provision dealing with limitation.					
	U.S. trade or business of a foreign corporation, and means qualified regident atom	received	from a f	oreign com	oration o	
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Form W=9 (Rev. October 2007) Department of the Treasu

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Triamar Triamar	Revenue Service	<u></u>			send to the IRS.
લં	Name (as shown	on your income tex return)			
on page	Business name, if	different from above			
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your en	ole proprietor, or Oployer identificati	propriate box. The TIN provided must match the name given on I individuals, this is your social security number (SSN). However, in disregarded entity, see the Part I instructions on page 3. For other ion number (EIN). If you do not have a number, see How to get a more than one name, see the chart on page 4 for guidelines on	or a resident er entities, it is	Social security	or
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Sign	Signature of	 acquisition or abandonment of secured property, cancellation of enerally, payments officer than interest and dividends, you are not see the instructions on page 4. 	required to sign t	he Certification	, but you must
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TiN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' stare of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,





- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treatly to reduce or eliminate U.S. tax on certain types of incorne. However, most tax treatles contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship Income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you furnished an incorrect

- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding, if you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TiNs. If the requester discloses or uses TiNs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part!

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- The United States or any of its agencies or instrumentalities,
- A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- An International organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- A foreign central bank of issue,
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10. A real estate investment trust,
- An entity registered at all times during the tax year under the investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

	•
IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 f	Generally, exempt payees 1 through 7
	1

See Form 1099-MISC, Miscellaneous Income, and its Instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TiN in the appropriate box. If you are a resident allen and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TiN. If you do not have a TiN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through δ below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



- Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the cartification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (Including payments to corporations).
- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Inclividual Two or more inclividuals (joint account)	The inclividual The actual owner of the account or, if combined funds, the first individual on the account.
Custodian account of a minor (Uniform Gift to Minora Act)	The minor
 R. The usual revocable savings trust (grantor is also trustee) 	The grantor-trustee
So-called trust account that is not a legal or valid trust under state law	The actual owner '
Sole proprietorship or disregarded entity owned by an individual	The owner
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	
7. A valid trust, estate, or pension trust	Legal entity
Corporate or LLC electing corporate status on Form 8832	The corporation
Association, club, religious, charttable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments 	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EN (if you have one), but the IFIS encourages you to use your SSN.

List first end circle the name of the trust, estate, or pension trust. [Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for pertnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An Identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity their.

The IRS does not initiate contacts with taxpayers via emails. Also, the IPS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at warm consumer confidence or 1-877. Installectives again. www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.



Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to tile a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



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File with DE SOS [Matter No. 00652500] [Doc. No. 1457978]



From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 4:43 PM

To:

Green, Ryan

Subject:

Grand Blanc, MI

Attachments: gm/2000 lease financing - release of mortgage [grand blanc][hq].DOC; gm/2000 lease

financing - release of air [grand blanc][hq].DOC; gm/2000 lease financing - term of lease supp [grand blanc][hq].DOC; gm/2000 lease financing - ucc3 - grand blanc [1].PDF; gm/2000 lease financing - ucc3 - grand blanc [2].PDF; GM-SPO - Grand Blanc, MI - Bill of Sale (Trust to GM)

(MB Draft 10/10).DOC

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<<GM-SPO - Grand Blanc, MI - Bill of Sale (Trust to GM) (MB Draft 10/10).DOC>>



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE

THIS RELEASE OF MORTGAGE (this "Release"), made and given as of the _____day of ______, 2008, by JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust, as owner (the "Mortgagor"), granted a certain Mortgage dated as of January 6, 2003, and recorded on January 10, 2003, as Instrument No. 200301100004378, in the Official Records of Genesee County, Michigan (the "Mortgage"), covering certain real property in Genesee County, Michigan.
- B. The Mortgagor desires that Releasor release and discharge from the lien of the Mortgage the real property, and Releasor is willing to release the lien on such real property and all of Releasor's interest therein (the "Release Property") as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property and all of Releasor's interest therein from the lien of the Mortgage, and the Mortgage is hereby fully paid, satisfied, released, discharged and terminated.

This Release applies to and covers all of the Mortgaged Property (as defined in the Mortgage) and rights granted under, or encumbered by, the Mortgage, including, without limitation, the Release Property.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Mortgage.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Releasor has executed this Release as of the date first above written.

	JPMORGAN CHASE BANK, N.A., F/K/ JPMORGAN CHASE BANK, Administrative Agent on behalf of the line of the	25
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EXHIBIT A LEGAL DESCRIPTION



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF ASSIGNMENT OF LEASES, RENTS/ STRUCTURAL SUPPORT AGREEMENT

THIS RELEASE OF ASSIGNMENT OF LEASES, RENTS/STRUCTURAL SUPPORT AGREEMENT (this "Release"), made and given as of the ____ day of _____, 2008, by JPMORGAN CHASE BANK, N.A., f/k/a JPMORGAN CHASE BANK, as with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust (the "Assignor"), executed a certain Assignment of Leases, Rents and Structural Support Agreement dated as of January 6, 2003, and recorded on January 10, 2003, as Instrument No. 200301100004379, in the Official Records of Genesee County, Michigan (as amended, modified or supplemented, the "Assignment"), covering certain real property in Genesee County, Michigan.
- B. The Assignor desires that Releasor release and discharge from the lien of the Assignment the real property which is subject to the Assignment, and Releasor is willing to release all of the real property covered by the Assignment (the "Release Property"), as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property from the real property which is covered by the Assignment.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment.

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IN WITNESS WHEREOF, Releasor, as Agent for the lenders, has executed this Release as of the date first above written.

JРMC	DRGAN	CHASE BAN CHASE Agent for the	BANK.	as
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STATE OF)	
COUNTY OF)	SS.:

COUNTY OF) ss.:)
JPMORGAN CHASE BANK, Administrative Agent for the In-	fore me, the undersigned authority in and for the said county and 2008, within my jurisdiction, the within named acknowledged that [he] [she] is of N.A., f/k/a JPMorgan Chase Bank, a as vestors, and that for and on behalf of the said corporation, and as uted the above and foregoing instrument, after first having been ion to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

EXHIBIT A LEGAL DESCRIPTION

1457572 00652500

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THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT

THIS TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT (this "Termination") is made this ____ day of ______, 2008 by and between, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust, through Wilmington Trust Company, not in its individual capacity but solely as Trustee ("Lessor"), and GENERAL MOTORS CORPORATION, a Delaware corporation ("Lessee").

WITNESSETH:

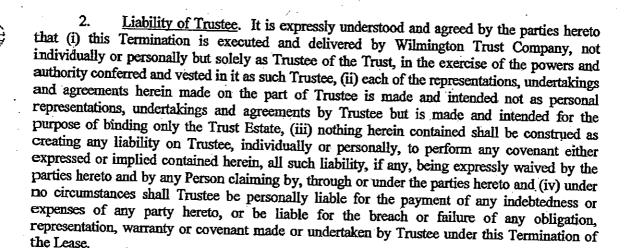
WHEREAS, Lessor has leased by a Short Form Memorandum of Lease/Lease Supplement dated as of January 6, 2003 (the "Lease Supplement") the land legally described on Exhibit A attached hereto and made a part hereof (together with all rights-of-way or use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging but excluding the Improvements (as hereinafter defined, the "Land") and the improvements and fixtures located on the Land (collectively, the "Property") located in the City of Grand Blanc, Genesee County, Michigan to Lessee; as evidenced by the Lease Supplement which was recorded on January 10, 2003, as Instrument No. 200301100004374, in the Official Records of Genesee County, Michigan; and

WHEREAS, the parties desire to terminate the Lease (as defined in the Lease Supplement) and release the Lease Supplement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Termination, as follows:

1. <u>Termination of Lease and Release of Lease Supplement</u>. Effective as of the date hereof, the Lease and Lease Supplement are terminated insofar as they demise the Property. This Termination does not terminate any covenants, warranties, indemnities or other obligations of Lessor or Lessee under the Lease which by their terms expressly survive the release or termination of such Lease; provided, however, that this Termination shall act as a release and termination of all liens, claims and interests Lessor possess under the Lease in and to the Property.





Miscellaneous.

- (a) This Termination shall be construed and enforced in accordance with the laws of the state where the Land is located.
- (b) This Termination may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument.
- (c) All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease Supplement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written.

LESSOR:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

BY: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee

By:	
Name:	
Title:	

LESSEE:

GENERAL MOTORS CORPORATION, a Delaware corporation

Зу:	
Vame:	
Title:	



THE STATE OF DELAWARE	
COUNTY OF NEW CASTLE	1

who acknowled Wilmington Trust Company, a Delaware be solely as Owner and Trustee of Auto Faci	undersigned authority in and for the said county and 2008, within my jurisdiction, the within named adged that [he] [she] is or anking corporation, not in its individual capacity but lities Real Estate Trust 2001-1, a Delaware statutory acity [he] [she] executed the above and foregoing sorized by said corporation to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

STATE OF)	
COUNTY OF)	SS.:
, who acknowled Motors Corporation, a Delaware corporati	e undersigned authority in and for the said county and 2008, within my jurisdiction, the within name leged that [he] [she] is of Generation, and that for and on behalf of the said corporation the above and foregoing instrument, after first having o do so.
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	Notary Public in and for the State of
	Printed or Typed Name of Notary
	My Commission Expires:

EXHIBIT A LEGAL DESCRIPTION

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JPMCB-STB-00000312

BILL OF SALE

FOR VALUE RECEIVED, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust ("Seller"), hereby conveys on an AS-IS, WHERE-AS basis onto GENERAL MOTORS CORPORATION, a Delaware corporation, all of Seller's right, title and interest, if any, in and to all tangible personal property upon the real estate in Genesee County, Michigan described on Exhibit A attached hereto and made a part hereof (the "Land"), including, without limitation, all equipment, facilities fixtures, and other personal property located at or on the Land (including without limitation, all HVAC components and equipment, all pipes, fire prevention components and equipment, security components and equipment for the Improvements, electrical and plumbing components and systems, loading dock levelors, loading docks lights, loading dock related affixed equipment, and other systems and equipment affixed to or incorporated into the Land), but in all events exclusive of all movable non-structural partitions, racking and related equipment, machinery, equipment, furniture, furnishings, trade fixtures, inventory, product samples, and other personal property of Seller used in connection with the operation of its business (the "Personal Property").

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of October ______,

SELLER:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By:

Name:

Title:

CHUBUS 2322420

Bill of Sale - Grand Blanc, MI

EXHIBIT A LEGAL DESCRIPTION

Bill of Sale - Grand Blanc, MI

CHDB02 5225459.3 13-Chri-fix 14-no nok52500



From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 4:45 PM

To:

Green, Ryan

Subject:

Detroit, MI

Attachments: gm/2000 lease financing - ucc3 - detroit [2] - de sos.PDF; gm/2000 lease financing - ucc3 detroit [1].PDF; gm/2000 lease financing - term of lease supp [detroit][franklin parking].DOC; gm/2000 lease financing - release of mortgage [detroit][franklin parking].DOC; gm/2000 lease financing - release of air [detroit][franklin parking].DOC; GM-SPO - Detroit, MI - Bill of Sale

(Trust to GM) (MB Draft 10/10).DOC

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<<GM-SPO - Detroit, MI - Bill of Sale (Trust to GM) (MB Draft 10/10).DOC>>

UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY A NAME & PHONE OF CONTACT AT FILER (optional) B. SEND ACKNOWLEDGMENT TO: (Name and Address) B. SEND ACKNOWLEDGMENT TO: (Name and Address) B. SEND ACKNOWLEDGMENT TO: (Name and Address) THE A 2007 1919660 on 5.21,077 Z. TEPMINATION: Enectiveness of the Financing Statement Identified above its terminated with respect to security inferencies) of continued for the additional proid provided by applicated law. L. ASSIGNMENT (put or partial): (Are name of assignee in Ibm? a or 70 and address of essignee in Ibm? (put or partial): (Are name of assignee in Ibm? a or 70 and address of essignee in Ibm? (put or partial): (Are name of assignee in Ibm? a or 70 and address of essignee in Ibm? (put or partial): (Are name detailed instructions DIAMONE partial properties and provide appropriate information in Ibm? (put or partial): (Are name detailed instructions DIAMONE partial partial properties and provide appropriate information in Ibm? (put or partial): (Are name detailed instructions DIAMONE partial partial provided partial p	erest(s) of the Secured Party of the Secured Party of the Secured Party of the Secured Party Check only one of the	red Party authorizing y authorizing this Co	STATEMENT AME cord] (or recorded) RECORDS.	NOME: in the
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File with Wayne County Recorder [Detroit/Parking] [Matter No. 006525001 [Doc. No. 1457964]



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer-Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT

THIS TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT (this "Termination") is made this ____ day of ______, 2008 by and between, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust, through Wilmington Trust Company, not in its individual capacity but solely as Trustee ("Lessor"), and GENERAL MOTORS CORPORATION, a Delaware corporation ("Lessee").

WITNESSETH:

WHEREAS, the parties desire to terminate the Lease (as defined in the Lease Supplement) and release the Lease Supplement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Termination, as follows:

l. Termination of Lease and Release of Lease Supplement. Effective as of the date hereof, the Lease and Lease Supplement are terminated insofar as they demise the Property. This Termination does not terminate any covenants, warranties, indemnities or other obligations of Lessor or Lessee under the Lease which by their terms expressly survive the release or termination of such Lease; provided, however, that this Termination shall act as a release and termination of all liens, claims and interests Lessor possess under the Lease in and to the Property.

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Liability of Trustee. It is expressly understood and agreed by the parties hereto that (i) this Termination is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee of the Trust, in the exercise of the powers and authority conferred and vested in it as such Trustee, (ii) each of the representations, undertakings and agreements herein made on the part of Trustee is made and intended not as personal representations, undertakings and agreements by Trustee but is made and intended for the purpose of binding only the Trust Estate, (iii) nothing herein contained shall be construed as creating any liability on Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto and (iv) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of any party hereto, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Trustee under this Termination of the Lease.

3. <u>Miscellaneous</u>.

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- (a) This Termination shall be construed and enforced in accordance with the laws of the state where the Land is located.
- (b) This Termination may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument.
- (c) All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease Supplement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written.

LESSOR:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

BY: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee

	By: Name: Title:				
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GENI a Dela	ERAL Maware co	OTOR:	S COR	PORA'	TION,
By: Name	:				·

THE STATE OF DELAWARE

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COUNTY OF NEW CASTLE

Wilmington Trust Company, a Delaware solely as Owner and Trustee of Auto Fa	he undersigned authority in and for the said county and 2008, within my jurisdiction, the within name vieldged that [he] [she] is or banking corporation, not in its individual capacity but its Real Estate Trust 2001-1, a Delaware statutor apacity [he] [she] executed the above and foregoing athorized by said corporation to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

STATE OF)
COUNTY OF) ss.:)
Motors Corporation a Delaw	pefore me, the undersigned authority in and for the said county an, 2008, within my jurisdiction, the within name to acknowledged that [he] [she] is of General are corporation, and that for and on behalf of the said corporation she] executed the above and foregoing instrument, after first having corporation to do so.
	Notary Public in and for the State of
	To the blate of
	Printed or Typed Name of Notary My Commission Expires:
	2.13 Commission Expires:

EXHIBIT A





THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE

THIS RELEASE OF MORTGAGE (this "Release"), made and given as of the ___day of _____, 2008, by JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust, as owner (the "Mortgagor"), granted a certain Mortgage dated as of January __, 2003, and recorded on January __, 2003, in Liber ___, Page ___, in the Official Records of Wayne County, Michigan (the "Mortgage"), covering certain real property in Wayne County, Michigan.
- B. The Mortgagor desires that Releasor release and discharge from the lien of the Mortgage the real property, and Releasor is willing to release the lien on such real property and all of Releasor's interest therein (the "Release Property") as described in Exhibit A attached to and made part of this Release.

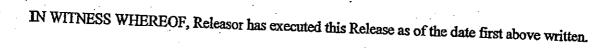
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property and all of Releasor's interest therein from the lien of the Mortgage, and the Mortgage is hereby fully paid, satisfied, released, discharged and terminated.

This Release applies to and covers all of the Mortgaged Property (as defined in the Mortgage) and rights granted under, or encumbered by, the Mortgage, including, without limitation, the Release Property.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Mortgage.

[SIGNATURE PAGE FOLLOWS]

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By: Its: "Releasor		•	TEMIC	ikuan nistrative	CHA	SE	C, N.A., I BANK, behalf of	
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COUNTY OF			Its:					
COUNTY OF				•			"Rela	300m ³⁷
Personally appeared before me, the undersigned authority in and for the said county and state, on this day of, 2008, within my jurisdiction, the within named, who acknowledged that [he] [she] is of JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, a, as Administrative Agent for the Investors, and that for and on behalf of the said corporation, and as its act and deed [he] [she] executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so. Notary Public in and for the State of Printed or Typed Name of Notary	STATE OF						ROIG	rzor .
who acknowledged that [he] [she] is of of	COUNTY OF	ss.:				•		
Notary Public in and for the State of Printed or Typed Name of Notary	JPMORGAN CHASE BANK, N.A , as Administrative the said corporation, and as its act and	edged the F/K/	at [he A JP r the In	i my jur] [she] MORGA vestors, a	is N CH and that	ASE for and	BANK.	med of
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LEGAL DESCRIPTION



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF ASSIGNMENT OF LEASES, RENTS AND STRUCTURAL SUPPORT AGREEMENT

THIS RELEASE OF ASSIGNMENT OF LEASES, RENTS AND STRUCTURAL SUPPORT AGREEMENT (this "Release"), made and given as of the _____ day of ______, 2008, by JPMORGAN CHASE BANK, N.A., f/k/a JPMORGAN CHASE BANK, as with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust (the "Assignor"), executed a certain Assignment of Leases, Rents and Structural Support Agreement dated as of January ___, 2003, and recorded on January ___, 2003, in Liber ___, Page ___, in the Official Records of Wayne County, Michigan (as amended, modified or supplemented, the "Assignment"), covering certain real property in Wayne County, Michigan.
- B. The Assignor desires that Releasor release and discharge from the lien of the Assignment the real property which is subject to the Assignment, and Releasor is willing to release all of the real property covered by the Assignment (the "Release Property"), as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property from the real property which is covered by the Assignment.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment.

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IN WITNESS WHEREOF, Releasor, as Agent for the lenders, has executed this Release as of the date first above written.

K/A as

STATE OF)
COUNTY OF) ss.:)
JPMORGAN CHASE BANK, N Administrative Agent for the Inve	re me, the undersigned authority in and for the said county and 2008, within my jurisdiction, the within named acknowledged that [he] [she] is
	Notary Public in and for the State of
	Printed or Typed Name of Notary

EXHIBIT A LEGAL DESCRIPTION



From:

Green, Ryan [Ryan.Green@mayerbrown.com]

Sent:

Wednesday, October 15, 2008 4:47 PM

To:

Green, Ryan

Subject:

Flint, MI

Attachments: gm/2000 lease financing - ucc3 - flint [3].PDF; gm/2000 lease financing - ucc3 - flint [2].PDF; gm/2000 lease financing - term of ground lease [flint][L6].DOC; gm/2000 lease financing - release of alr [flint][L6].DOC; gm/2000 lease financing - release of mortgage [flint][L6].DOC; gm/2000 lease financing - term of lease supp [flint][L6].DOC; GM-SPO - Flint, MI - Bill of Sale (Trust to GM) (MB Draft 10/10).DOC

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7. OR 7c. 1	CHANGED (NEW) OR A TAL ORGANIZATION'S TID. INDIVIDUAL'S LAST MARLING ADDRESS SEEINSTRUCTIONS MENDMENT (COLLA pscribe collateral	ADDILINFORMA ADDILINFORE ADDILINFORE ORGANIZATION DEBTOR TERAL CHANGE ctod or added,	ATION: 7e. TYPE OF ORGANIZATIO	CITY 71. JURISDICTION OF	e collateral assigne	STATE 7g. ORGA	VAME POSTAL CODE NIZATIONAL ID#, If BE	SUFFIX COUNTRY
7. OR 7c. 1	CHANGED (NEW) OR A CHANGED (NEW)	ADDILINFORMA NAME T NAME ADDILINFORE ORGANIZATION DEBTOR TERAL CHANGE etod or	TO AUTHORIZING THIS A	FIRST NAME CITY IN 77. JURISDICTION OF Illateral description, or describ- AMENDMENT (name of assigned by a Debtor, check here	e collateral assigne	STATE 7g. ORGA	VAME POSTAL CODE NIZATIONAL ID#, If BE	SUFFIX COUNTRY
7. OR 7c. 1	CHANGED (NEW) OR A CHANGED (NEW) OR A CHANGED (NEW) OR A CHANGE OF SECURED P. S COMMENT OF SECURED P.	ADDILINFORMA NAME T NAME ADDILINFORE ORGANIZATION DEBTOR TERAL CHANGE etod or	ATION: 7e. TYPE OF ORGANIZATIO	FIRST NAME CITY IN 77. JURISDICTION OF AMENDMENT (name of assigned by a Debtor, check hore TVE AGENT	e collateral assigne	STATE 7g. ORGA	VAME POSTAL CODE NIZATIONAL ID#, If BE	SUFFIX COUNTRY
7. OR 7c. 1	CHANGED (NEW) OR A CHANGED (NEW)	ADDILINFORMA NAME T NAME ADDILINFORE ORGANIZATION DEBTOR TERAL CHANGE etod or	TO AUTHORIZING THIS A	FIRST NAME CITY IN 77. JURISDICTION OF Illateral description, or describ- AMENDMENT (name of assigned by a Debtor, check here	e collateral assigne	STATE 7g. ORGA	POSTAL CODE NIZATIONAL ID#, If at Armendment authorized g this Amendment.	SUFFIX COUNTRY

File with Genesse County Recorder [Flint] [Matter No. 00652500] [Doc. No. 1457965]



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

TERMINATION OF MEMORANDUM OF GROUND LEASE

THIS TERMINATION OF SHORT FORM MEMORANDUM OF GROUND LEASE (this "Termination") is made this _____ day of ______, 2008 by and between, GENERAL MOTORS CORPORATION, a Delaware corporation ("Lessor"), and AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust, through Wilmington Trust Company, not in its individual capacity but solely as Trustee ("Lessee").

WITNESSETH:

WHEREAS, Lessor has leased by a Memorandum of Lease, dated as of _______, 20___ (the "Lease") the land legally described on Exhibit A attached hereto and made a part hereof (together with all rights-of-way or use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging but excluding the Improvements (as hereinafter defined, the "Land") and the improvements and fixtures located on the Land (collectively, the "Property") located in the City of Flint, Genesee County, Michigan to Lessee; as evidenced by the Lease which was recorded on January ____, 2003, as Instrument No. 200305160068993, in the Official Records of Genesee County, Michigan; and

WHEREAS, the parties desire to terminate the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Termination, as follows:

- 1. <u>Termination of Lease and Release of Lease</u>. Effective as of the date hereof, the Lease is terminated insofar as it demises the Property. This Termination does not terminate any covenants, warranties, indemnities or other obligations of Lessor or Lessee under the Lease which by their terms expressly survive the release or termination of such Lease; provided, however, that this Termination shall act as a release and termination of all liens, claims and interests Lessor possess under the Lease in and to the Property.
- 2. <u>Liability of Trustee</u>. It is expressly understood and agreed by the parties hereto that (i) this Termination is executed and delivered by Wilmington Trust Company, not

1457052 MC626M

individually or personally but solely as Trustee of the Trust, in the exercise of the powers and authority conferred and vested in it as such Trustee, (ii) each of the representations, undertakings and agreements herein made on the part of Trustee is made and intended not as personal representations, undertakings and agreements by Trustee but is made and intended for the purpose of binding only the Trust Estate, (iii) nothing herein contained shall be construed as creating any liability on Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto and (iv) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of any party hereto, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Trustee under this Termination of the Lease.

3. <u>Miscellaneous</u>.

- (a) This Termination shall be construed and enforced in accordance with the laws of the state where the Land is located.
- (b) This Termination may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument.
- (c) All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written.

<u>LESSOR</u> :
GENERAL MOTORS CORPORATION, a Delaware corporation
Ву:
Name:
Title:
LESSEE: AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust
BY: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee
Ву:
Name:
Title:

6

THE STATE OF DELAWARE

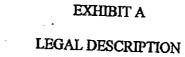
\$ \$ \$

COUNTY OF NEW CASTLE

Wilmington Trust Company, a Delaware solely as Owner and Trustee of Auto Fo	ledged that [he] [she] is o banking corporation, not in its individual capacity bucilities Real Estate Trust 2001-1, a Delaware statutory
	Notary Public in and for the State of
	To the blace of
	Printed or Typed Name of Notary My Commission Expires:

	STATE OF)
	COUNTY OF
• •	Personally appeared before me, the undersigned author

ority in and for the said county and state, on this ____ day of , 2008, within my jurisdiction, the within named , who acknowledged that [he] [she] is _ Motors Corporation, a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed [he] [she] executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so. Notary Public in and for the State of Printed or Typed Name of Notary My Commission Expires:





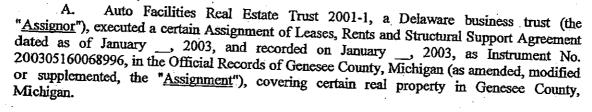
THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF ASSIGNMENT OF LEASES, RENTS/ STRUCTURAL SUPPORT AGREEMENT

THIS RELEASE OF ASSIGNMENT OF LEASES, RENTS/STRUCTURAL SUPPORT AGREEMENT (this "Release"), made and given as of the ____ day of _____, 2008, by JPMORGAN CHASE BANK, N.A., f/k/a JPMORGAN CHASE BANK, as with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:



B. The Assignor desires that Releasor release and discharge from the lien of the Assignment the real property which is subject to the Assignment, and Releasor is willing to release all of the real property covered by the Assignment (the "Release Property"), as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property from the real property which is covered by the Assignment.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]





IN WITNESS WHEREOF, Releasor, as Agent for the lenders, has executed this Release as of the date first above written.

JPMO	ORGAN	CHASE BAN CHASE Agent for the	K/A a
Ву:			
Its:			

STATE OF)	
COUNTY OF)	SS.:
JPMORGAN CHASE BANK, N.A., f/k Administrative Agent for the Investors, a	and that for and on behalf of the said corporation, and as
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:



EXHIBIT A LEGAL DESCRIPTION



THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

RELEASE OF MORTGAGE

THIS RELEASE OF MORTGAGE (this "Release"), made and given as of the ____day of _____, 2008, by JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, with an address at 450 West 33 Street, 13th Floor, New York, NY 10001, as Administrative Agent on behalf of the Investors ("Releasor"), is based upon the following:

- A. Auto Facilities Real Estate Trust 2001-1, a Delaware business trust, as owner (the "Mortgagor"), granted a certain Mortgage dated as of January ___, 2003, and recorded on January ___, 2003, as Instrument No. 200305160068995 in the Official Records of Genesee County, Michigan (the "Mortgage"), covering certain real property in Genesee County, Michigan.
- B. The Mortgagor desires that Releasor release and discharge from the lien of the Mortgage the real property, and Releasor is willing to release the lien on such real property and all of Releasor's interest therein (the "Release Property") as described in Exhibit A attached to and made part of this Release.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges the Release Property and all of Releasor's interest therein from the lien of the Mortgage, and the Mortgage is hereby fully paid, satisfied, released, discharged and terminated.

This Release applies to and covers all of the Mortgaged Property (as defined in the Mortgage) and rights granted under, or encumbered by, the Mortgage, including, without limitation, the Release Property.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Mortgage.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Releasor has executed this Release as of the date first above written.

	JPMORGAN CHASE BANK, N.A., F/K/A JPMORGAN CHASE BANK, a Administrative Agent on behalf of the Investors
	Ву:
•	Its:
	"Releasor"
STATE OF	
COUNTY OF	ss.:
JPMORGAN CHASE BANK, N.A.	undersigned authority in and for the said county and 2008, within my jurisdiction, the within named edged that [he] [she] is of ., F/K/A JPMORGAN CHASE BANK, a Agent for the Investors, and that for and on behalf of deed [he] [she] executed the above and foregoing corized by said corporation to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary
	My Commission Expires:

EXHIBIT A LEGAL DESCRIPTION





THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Robert Gordon Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606

THIS SPACE FOR RECORDER'S USE ONLY

TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT

THIS TERMINATION OF SHORT FORM MEMORANDUM OF LEASE/LEASE SUPPLEMENT (this "Termination") is made this ____ day of ______, 2008 by and between, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust, through Wilmington Trust Company, not in its individual capacity but solely as Trustee ("Lessor"), and GENERAL MOTORS CORPORATION, a Delaware corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor has leased by a Short Form Memorandum of Lease/Lease Supplement dated as of January ___, 2003 (the "Lease Supplement") the land legally described on Exhibit A attached hereto and made a part hereof (together with all rights-of-way or use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging but excluding the Improvements (as hereinafter defined, the "Land") and the improvements and fixtures located on the Land (collectively, the "Property") located in the City of Flint, Genesee County, Michigan to Lessee; as evidenced by the Lease Supplement which was recorded on January ___, 2003, as Instrument No. 200305160068994, in the Official Records of Genesee County, Michigan; and

WHEREAS, the parties desire to terminate the Lease (as defined in the Lease Supplement) and release the Lease Supplement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Termination, as follows:

1. <u>Termination of Lease and Release of Lease Supplement</u>. Effective as of the date hereof, the Lease and Lease Supplement are terminated insofar as they demise the Property. This Termination does not terminate any covenants, warranties, indemnities or other obligations of Lessor or Lessee under the Lease which by their terms expressly survive the release or termination of such Lease; provided, however, that this Termination shall act as a release and termination of all liens, claims and interests Lessor possess under the Lease in and to the Property.

- 1 -



Liability of Trustee. It is expressly understood and agreed by the parties hereto that (i) this Termination is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee of the Trust, in the exercise of the powers and authority conferred and vested in it as such Trustee, (ii) each of the representations, undertakings and agreements herein made on the part of Trustee is made and intended not as personal representations, undertakings and agreements by Trustee but is made and intended for the purpose of binding only the Trust Estate, (iii) nothing herein contained shall be construed as creating any liability on Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto and (iv) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of any party hereto, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Trustee under this Termination of the Lease.

3. <u>Miscellaneous</u>.

- (a) This Termination shall be construed and enforced in accordance with the laws of the state where the Land is located.
- (b) This Termination may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument.



(c) All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease Supplement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written.

LESSOR:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

BY: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee

Name: Title:	
LESSEE:	
GENERAL MO a Delaware cor	OTORS CORPORATION, poration

a Dela

Name: Title:



THE STATE OF DELAWARE

80 80 80

COUNTY OF NEW CASTLE

STATE OF)
COUNTY OF) ss.:)
Motors Corporation, a Delawar	fore me, the undersigned authority in and for the said county and, 2008, within my jurisdiction, the within named acknowledged that [he] [she] is of General re corporation, and that for and on behalf of the said corporation, e] executed the above and foregoing instrument, after first having reporation to do so.
	Notary Public in and for the State of
	Printed or Typed Name of Notary My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

BILL OF SALE

FOR VALUE RECEIVED, AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust ("Seller"), hereby conveys on an AS-IS, WHERE-AS basis onto GENERAL MOTORS CORPORATION, a Delaware corporation, all of Seller's right, title and interest, if any, in and to all tangible personal property upon the real estate in Genesee County, Michigan described on Exhibit A attached hereto and made a part hereof (the "Land"), including, without limitation, all equipment, facilities fixtures, and other personal property located at or on the Land (including without limitation, all HVAC components and equipment, all pipes, fire prevention components and equipment, security components and equipment for the Improvements, electrical and plumbing components and systems, loading dock levelors, loading docks lights, loading dock related affixed equipment, and other systems and equipment affixed to or incorporated into the Land), but in all events exclusive of all movable non-structural partitions, racking and related equipment, machinery, equipment, furniture, furnishings, trade fixtures, inventory, product samples, and other personal property of Seller used in connection with the operation of its business (the "Personal Property").

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of October ______

SELLER:

AUTO FACILITIES REAL ESTATE TRUST 2001-1, a Delaware statutory trust

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By:	
Бy.	
Name:	
Title:	

Bill of Sale - Flint, MI

EXHIBIT A LEGAL DESCRIPTION

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 ½ 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, 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 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 a the point of beginning.

Parcel 2: That part of the Southeast ¼ 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 332.85 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.

Bill of Sale – Flint, MI

(HT)RM 5775467 1 14 Cm 00 14/20 00657500



X	OCUMENT	SIGNED BY	RESPONSIBLE PARTY	# DOC. #	STATUS	COMMENTS	
	Letter of Direction	ଊ	MB	5225216.3	Draff circulated by MB on 10/15/08	T	
	SPO Headquarters, Grand Blanc, MI						
	A Release of Mortgage (record)	Agent	MB.	1457570.1	Draft circulated		
	Lease §19.1(a)(i)(C), 19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004378				10/15/08	·	•
ш.	B Release of Assignment of Leases (record)	Agent	MB	1457572.1	Draft circulated		
	Laase §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379				by MB on 10/15/08		
O	C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB.	1457574.1	Draft circulated	•.•	
	Lease §19.1(a)(j)(C) Recorded 1/10/03, Instrument No. 200301100004374		· · · · · · · · · · · · · · · · · · ·	•	10/15/08		
Δ .	D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB	•	MB preparing	•	



CLOSINE RECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008
SIGNED BY BERDANGID E

	CLOSING	CLOSING DATE: October 31, 2	deal Chase Symmetic Lease 17 2008			•
JOUMENT	SIGNED BY	RESPONSIBLE	# DOC. #	STATUS	COMMENTS	
E Bill of Sale and Assignment	Trust	MB	5225459.2	Draft circulated		
Lease §19.1(a)(j)(B)				10/15/08	. ·	
F Termination of UCCs Lease §19.1(a)(v/)	N/A	MB				
Financing statement recorded 8/25/04, instrument No. 2004/08/250089800			1457962.1	Draft circulated by MB on 10/15/08		
Financing statement recorded 8/25/04, instrument No. 2004/08/25/08/98/03, Amendment recorded in Instrument No. 2007/06/01/0047/290			1457963.1	Draft circulated by MB on 10/15/08		
G Affidavit for Title Company re: no liens Lease §19.1(a)(v/)	Trust	MB	:	MB preparing		;
H Title Commitment/Underlying Documents •	5	70	N/A	Received		٠
I Title Policy	5	51	A/A	Atclosing		
J Payoff Letter	Agent	Agent		Open		•
Franklin Parking Deck, Vacant Parcei 6/C and River East Parking Deck, Detroit, Mi			-			
A Release of Mortgage (record)	to co	2				
	u BAV	<u>n</u>	1457937.1	Draft circulated by MB on 10/15/08		

GM Checklist • Release of Properties from JPM Chase Synthetic Lease (3).XLS

Lease §19.1(a)(l)(C), 19.1(a)(vl)



General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

OCUMENT	SIGNED BY	IED BY RESPONSIBLE PARTY	2008 DOC. #	STATUS	COMMENTS
B Release of Assignment of Leases (record)	Agent	MB .	1457938.1	Draft circulated	·
Lease §19.1(a)(vi)				by MB on 10/15/08	
C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457939.1	Draft circulated	
Leese §19.1(a)(i)(C)				10/15/08	,
D Quitclaim Deed (record) Lease §19.1(a)(l)(A)	Trust	MB		MB preparing	·.
E Bill of Sale and Assignment	Trust	МВ	5225468.1	Draft circulated	
Lease §19.1(a)(i)(B)				by MB on 10/15/08	
F Termination of UCCs Lease §19.1(a)(vi)	N/A	MB			-
IDE SOSJ	:		1457972.1	Draft circulated by MB on 10/15/08	
UCC filed on IMayne County]	·		1457964.1	Draft circulated by MB on	
G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB		10/15/08 MB preparing	
H Title Commitment/Underlying Documents	5	. D	N/A	Awaiting	

3M Checklist - Release of Properties from JPM Chase Synthetic Lesse (3).XLS.

CLOSINAL MECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

SiGN T Letter Ac Owertrain L6 Engine Plant, Filint, MI St9.1(a)(0)(C), 19.1(a)(vi) ge recorded on 200305160068995 e of Assignment of Leases (record) St9.1(a)(vi) Sorded on 200305160068996 e of Assignment of Leases (record) Age of Assignment of Leases (record) Age of Assignment of Leases (record) Age of Assignment of Leases (record) Age of Assignment of Leases (record) St9.1(a)(vi) Sorded on 200305160068996 of Short Form Memorandum of GM, T record) if Lease recorded on 200305160068994 of Memorandum of Ground Lease GM, T 19.1(a)(i)(C)	CHENT	CLOSING	CLOSING DATE: October 31, 2008	2008			
Agent Agent Agent Agent Agent Agent Agent MB 1457949.1 Agent MB 1457950.1 i GM, Trust MB 1457953.3 D		SIGNED BY	RESPONSIBLE		STATUS	COMMENTS	
Agent Agent Agent Agent Agent Agent MB 1467949.1 Agent MB 1457950.1 if GM, Trust MB 1457953.3 D							
Agent Agent Agent Agent Agent Agent Agent MB 1457950.1 I	l Title Policy	ք	Ç.	414			
Agent MB 1457949.1 Agent MB 1457950.1 I	J Payoff Letter	Agent) dept	X	At closing		
Agent MB 1457950.1 I GM, Trust MB 1457953.1 E	GM Powertrain L6 Engine Plant, Flint, MI				Open		
Agent MB 1457950.1 GM, Trust MB 1457953.3 [GM, Trust MB 1457953.3 [GM, Trust MB] 14579553.3 [GM, Trust MB] 145795553.3 [GM, Trust MB] 145795553.3 [GM, Trust MB] 145795553.3 [GM, Trust MB] 145795553.3 [GM, Trust MB] 145795553.3 [GM, Trust MB] 145795553.3 [GM, Trust MB] 145795553.3 [GM, Trust MB] 1457955553.3 [GM, Trust MB] 145795553.3 5555555555555555555555555555	A Release of Mortgage (record)	Agent	WB	1457949.1	Draft circulated		
Agent MB 1457950.1 GM, Trust MB 1457953.1	Lease §19.1(a)(i)(C), 19.1(a)(vi) Mortgage recorded on 2003 as Instrument No. 200305160068995				by MB on 10/15/08		
GM, Trust MB 1457951.1		Agent	MB	1457950.1	Draft circulated		
GM, Trust MB 1457953.3 GM, Trust MB 1457953.3	Lease §19.1(a)(vi) ALR recorded on 2003 as Instrument No. 200305160068996		·		by MB on 10/15/08		
GM, Trust MB 1457953.3	C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457951.1	Draft circulated		
GM, Trust MB 1457953.3	06895				10/15/08		
	D Release of Memorandum of Ground Lease (record)	GM, Trust	MB	1457953.3	Draft circulated		
	Lease §19.1(a)(i)(C)				10/15/08		

3M Checklist - Release of Properties from JPM Chase Synthetic Lease (3),XLS

CLOSIN THECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008
SIGNED BY RESPONSIBLE DOC. # STATI

DOC.#

COMENT

PARTY

COMMENTS

STATUS

	Memo of Ground Lease recorded on 2003 as Instrument No. 200305160068993	·				
	E Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing	
_	F Bill of Sale and Assignment	Trust	WB	5225467.1	Draft circulated	
	Lease §19.1(a)(i)(B)				10/15/08	-
9	G Termination of UCCs Lease §19.1(a)(vi)	N/A	MB			
	UCC recorded on as Instrument No. 200408250089802	· <u>.</u>		1457965.1	Draft circulated by MB on	
	UCC recorded on Instrument No. 200408250089803			1457966.1	10/15/08 Draft circulated by MB on	
	UCC recorded on Instrument No. 200408250089804			1457967.1	10/15/08 Draft circulated by MB on	٠
I	H Affidavit for Title Company re: no liens Lease §19.1(a)	Trust	ΨB		10/15/08 MB preparing	п
-	Title Commitment/Underlying Documents	5	5	N/A	Awaiting	•
7	J Title Policy	2	ք	N/A	At closing	
×	K Payoff Letter	Agent	Agent		Open	
	General Documentation					

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (3).XLS

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008
SIGNED BY RESPONSIBLE DOC. # STAT CLOSIN

COMENT

PARTY

COMMENTS

			•			
Draft circulated	by MB on 10/15/08 Draft circulated	Draft circulated by MB on 10/15/08	Draft circulated by MB on 10/15/08	Form sent by MB on 10/15/08	Form sent by MB on 10/15/08	Draft circulated by MB on 10/15/08
1457981.1	1457980.1	1457978.1	9191785.2	Υ/V	N/A	5225470.1
WB	MB	MB	MB	US Participants	Non-US Participants	MB
N/A	N/A	N/A	GM, Trust, Agent, RFC, SI, EI, Backup Facility	US Participants	Non-US Participants	Trust
A Termination of UCCs (central, DE filings) Blanket-type financing statements as to real property and related collateral located in Marion County, Indiana: recorded on 4.12.02 as File Number 2092532 5; and	recorded on 4.12.02 as File Number 2092526 7	Financing statement as to equipment, fixtures and related collateral located at certain U.S. manufacturing facilities	B Termination of Operative Agreements Participation Agreement §14.10	C IRS Form W-9	20	E FIRPT'A Affidavit Lease §19.1(a)(ii)

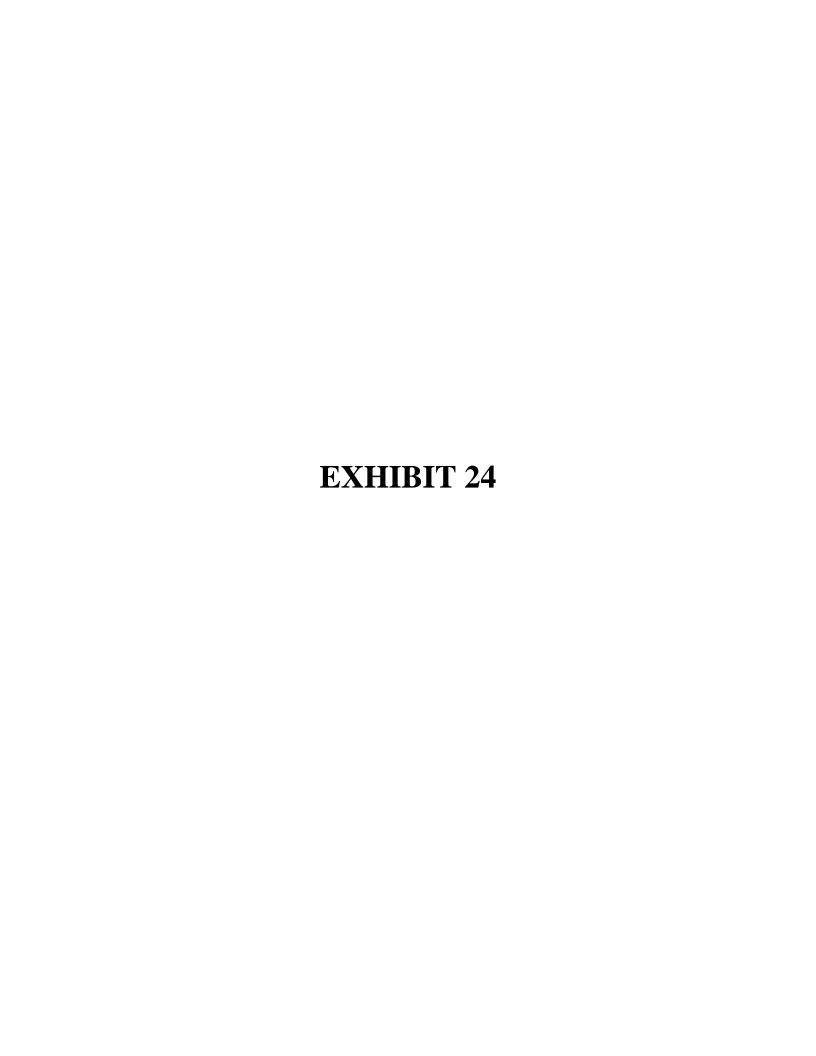
3M Checklist - Release of Properties from JPM Chase Synthetic Lease (3) XLS

CLOSINGE, RESPONSIBLE DOC. # STAT

COMENT

COMMENTS

		PARTY	;)	801418	SINIUS COMMENIS
Certificate of Trust	Trust	MB	5225546.1	Draft circulated by MB on 10/15/08	
Certificate regarding the absence of liens	Trust, Agent, RFC SI EI	MB	9191177.2	່ດັ	. •
Lease §19.1(a)(iv)	Backup Facility Banks			by MB on 10/15/08	





David B. To: Richard W. Duker/JPMCHASE, Donald R. Benson/JPMCHASE, Ric Walker@JPMCHASEHuttenlocher/MI/ONE, Timothy Storms/JPMCHASE, Mary Gherty/JPMCHASE

10/30/2008 01:31 PM

Subject: RE: GM Synthetic Lease

Outstanding! First bit of good news in lord knows how long....!

David B. Walker

Managing Director

J.P. Morgan Securities Inc.

383 Madison Avenue, 41st Floor

New York, NY 10179

Phone: 212-622-2188

E-Fax: 646-688-6999

Cell. 917-613-4270

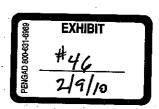
From: Richard W. Duker

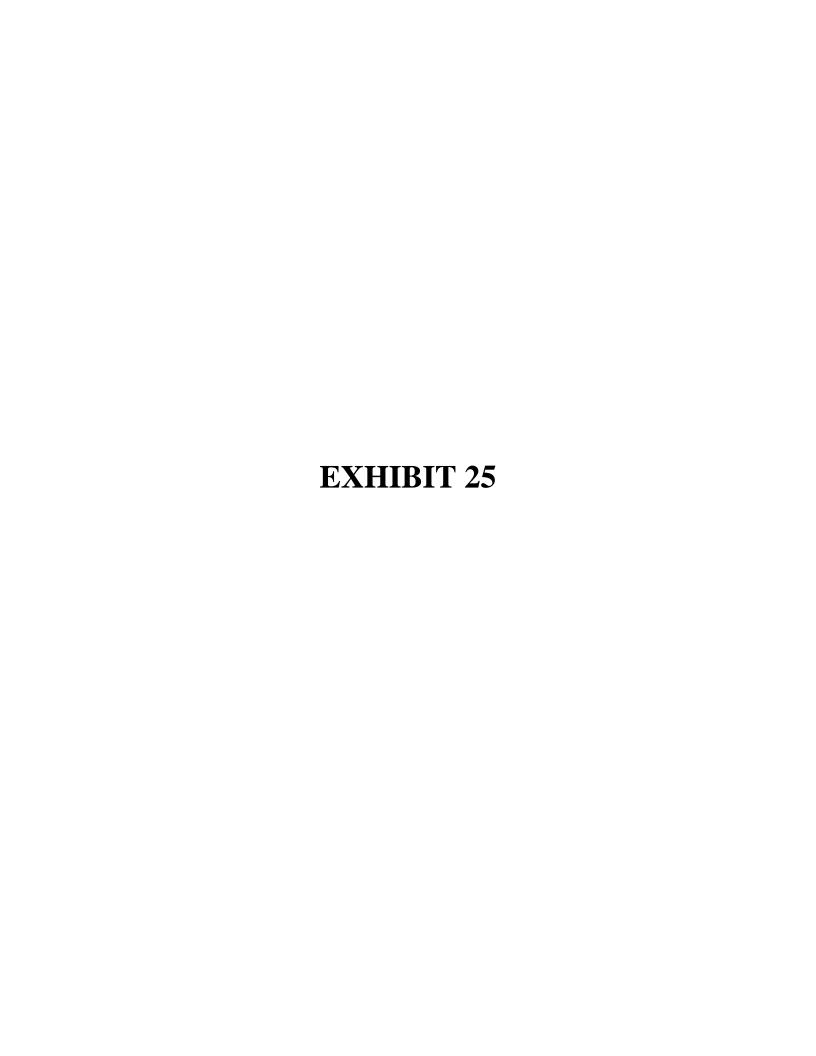
Sent: Thursday, October 30, 2008 11:58 AM

To: David B. Walker; Donald R. Benson; Ric Huttenlocher; Timothy Storms; Mary Gherty

Subject: GM Synthetic Lease

The \$150MM remaining facility (JPM share \$55MM) was repaid and terminated today!!!!!





UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re

MOTORS LIQUIDATION COMPANY, et al.,

Debtors.

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MOTORS LIQUIDATION COMPANY f/k/a GENERAL MOTORS CORPORATION,

Plaintiff,

-against-

JPMORGAN CHASE BANK, N.A., et al.,

Defendants.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

Adversary Proceeding

Case No. 09-00504 (REG)

PLAINTIFF'S RESPONSES AND OBJECTIONS TO DEFENDANT'S FIRST SET OF REQUESTS TO ADMIT

Plaintiff, the Official Committee of Unsecured Creditors of Motors Liquidation

Company, f/k/a General Motors Corporation (the "Committee" or "Plaintiff"), by and through its

Special Counsel, Butzel Long, a professional corporation, hereby responds and objects to

Defendant JPMorgan Chase Bank, N.A.'s ("JPMorgan") First Set of Requests to Admit to

Plaintiff, as follows:

GENERAL OBJECTIONS

- 1. Plaintiff objects to each request to the extent that it seeks to impose obligations in addition to, or inconsistent with, those imposed by the Federal Rules of Civil Procedure.
- 2. Plaintiff objects to each request to the extent that it seeks information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or

immunity from discovery. Plaintiff will not provide any information protected by such privileges or immunities, and inadvertent disclosure of such information shall not be deemed or constitute a waiver of any such privilege or immunity.

- 3. Plaintiff objects to each request to the extent that it seeks information that is neither relevant to any claim asserted in this action nor reasonably calculated to lead to the discovery of admissible evidence.
- 4. Plaintiff reserves the right to assert additional general and specific objections that may become apparent as additional information is learned through the course of this litigation.

SPECIFIC RESPONSES AND OBJECTIONS

Plaintiff expressly incorporates the general objections in each specific response to the particular request set forth below, as if fully set forth therein.

Request to Admit No. 1: Admit that the Committee had no knowledge of the October 2008 Amendment prior to the Petition Date.

Response:

Plaintiff objects to this request as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing general and specific objections, Plaintiff states that the Committee did not exist prior to the Petition Date.

Request to Admit No. 2: Admit that no member of the Committee had knowledge of the October 2008 Amendment prior to the Petition Date.

Response:

Plaintiff objects to this request to the extent that it is duplicative of Request to Admit No.

1, and further objects to the request as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing general and specific objections, Plaintiff represents that it will not assert in this case that any member of the Committee had knowledge of the October 2008 Amendment prior to the Petition Date.

Request to Admit No. 3: Admit that, to your knowledge, no creditor of the Debtors, who is not a member of the Committee, had knowledge of the October 2008 Amendment prior to the Petition Date.

Response:

Plaintiff objects to this request as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing general and specific objections, the Committee lacks information sufficient to offer an admission or denial concerning the knowledge of creditors who are not members of the Committee, except the Committee states, upon information and belief, that JPMorgan, a creditor of the Debtors, had knowledge of the October 2008 Amendment as early as October 2008.

Request to Admit No. 4: Admit that the Committee did not rely on the fact that the October 2008 Amendment was filed with the Delaware Secretary of State.

Response:

Plaintiff objects to this request as vague and ambiguous, and further objects to this request as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing general and specific objections, Plaintiff admits that, from June 3, 2009, when the Committee was appointed, until on or before June 18, 2009, when the filing of the October 2008 Amendment was first brought to the Committee's attention, the Committee did not rely on the fact that the October 2008 Amendment was filed with the Delaware Secretary of State.

Request to Admit No. 5: Admit that no member of the Committee relied on the fact that the October 2008 Amendment was filed with the Delaware Secretary of State.

Response:

Plaintiff objects to this request as vague and ambiguous, and to the extent that it is duplicative of Request to Admit No. 4, and further objects to this request as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to and without waiving the

foregoing general and specific objections, Plaintiff admits that, from June 3, 2009, when the

Committee was appointed, until on or before June 18, 2009, when the filing of the October 2008

Amendment was first brought to the Committee's attention, no member of the Committee relied

on the fact that the October 2008 Amendment was filed with the Delaware Secretary of State.

Request to Admit No. 6: Admit that, to your knowledge, no creditor of the Debtors, who is not a member of the Committee, relied on the fact that the October 2008 Amendment was filed with the

Delaware Secretary of State.

Response:

Plaintiff objects to this request as vague and ambiguous, and further objects to this

request as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to

and without waiving the foregoing general and specific objections, the Committee lacks

information sufficient to offer an admission or denial concerning the knowledge of creditors who

are not members of the Committee.

Dated: New York, New York

March 8, 2010

BUTZEL LONG, a professional corporation

Eric B. Fisher

Barry N. Seidel

380 Madison Avenue

22nd Floor

New York, New York 10017

Tel: (212) 818-1110

Fax: (212) 818-0494

Attorneys for Plaintiff