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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:	:	Chapter 11 Case
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	Case No. 09-50026 (REG)
Debtors.	:	(Jointly Administered)
OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MOTORS LIQUIDATION COMPANY f/k/a GENERAL MOTORS CORPORATION,	:	Adversary Proceeding
Plaintiff,	:	Case No. 09-00504 (REG)
vs.	:	
JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent for Various lenders party to the Term Loan Agreement described herein, <i>et al.</i> ,	:	
Defendants.	:	

**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 manuscript of the January 27, 2010 deposition of Michael Perlowski.

2. Attached hereto as Exhibit 2 is a true and correct copy of the manuscript of the January 27, 2010 deposition of Ryan Green.

3. Attached hereto as Exhibit 3 is a true and correct copy of the manuscript of the January 28, 2010 deposition of Stewart Gonshorek.

4. Attached hereto as Exhibit 4 is a true and correct copy of the manuscript of the January 28, 2010 deposition of Robert Gordon.

5. Attached hereto as Exhibit 5 is a true and correct copy of the manuscript of the February 4, 2010 deposition of Mardi Merjian.

6. Attached hereto as Exhibit 6 is a true and correct copy of the manuscript 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.

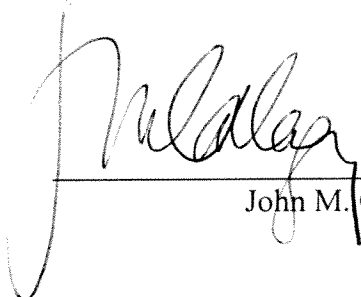
23. Attached hereto as Exhibit 23 is a true and correct copy of Plaintiff's Deposition Exhibit 32, consisting of an e-mail dated October 15, 2008 from Mardi Merjian to Richard Duker, and attachment JPMCB-STB-00000273-362.

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

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re) Chapter 11
)
MOTORS LIQUIDATION COMPANY,)
et al.,) Case No. 09-50026(REG)
)
Debtors.)
) (Jointly Administered)
)
OFFICIAL COMMITTEE OF)
UNSECURED CREDITORS OF MOTORS)
LIQUIDATION COMPANY f/k/a)
GENERAL MOTORS CORPORATION,)
)
Plaintiff,)
)
-against-)
)
JPMORGAN CHASE BANK, N.A.,)
individually and as)
Administrator Agent for)
various lenders party to the)
Term Loan agreement described)
herein, et al.,)
)
Defendants.)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The deposition of MICHAEL PERLOWSKI taken
before Kelly A. Siska, Certified Shorthand Reporter,
Certified LiveNote Reporter, and Notary Public, at
71 South Wacker Drive, Chicago, Illinois, commencing
at 10:00 a.m. on the 27th day of January, A.D., 2010.

1
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(EXHIBITS RETAINED BY COUNSEL)

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2
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23
24 * * * * *
25

1 (Witness sworn.)
2 WHEREUPON:
3 MICHAEL PERLOWSKI,
4 called as a witness herein, having been first duly
5 sworn, was examined and testified as follows:
6 DIRECT EXAMINATION
7 BY MR. FISHER:
8 Q. Good morning, Mr. Perlowski.
9 A. Good morning.
10 Q. My name a Eric Fisher and I'm here with my
11 colleague Katie Cooperman, and we represent the
12 official committee of unsecured creditors in the GM
13 bankruptcy proceedings. I'm going to ask you a number
14 of questions this morning and if you don't understand
15 a question, I'll ask that you please let me know and
16 I'll be happy to rephrase the question; okay?
17 A. (Nodding.)
18 Q. I see you're nodding your head. It's
19 important to answer audibly because it's only when you
20 answer audibly the that court reporter can take down
21 all of your answers; okay?
22 A. Yes, sir.
23 Q. Mr. Perlowski, what is your educational
24 background?
25 A. I'm all but dissertation. I completed

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?
 4 A. About 1982 or '3, something like that, at
 5 the U of I.
 6 Q. University of Illinois?
 7 A. Correct.
 8 Q. And after you left school in 1982 or 1983,
 9 would you please just briefly describe your employment
 10 history?
 11 A. I took a job as a proofreader at
 12 Sonnenschein, Nath & Rosenthal here in Chicago and I
 13 was there for maybe three or four years. And then I
 14 came here to Mayer Brown and I supervised the
 15 proofreading department here for three or four years.
 16 And then I became a paralegal in 1987 and I've been a
 17 paralegal here at Mayer Brown since 1987.
 18 Q. Are you assigned to any particular
 19 department here at Mayer Brown?
 20 A. Yes, I am.
 21 Q. What department is that?
 22 A. I work under the direction and supervision
 23 for, primarily in the corporate securities group.
 24 Q. And has that been consistent since 1987?
 25 A. Yes, it has.

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

1 Q. And you refer to the preparation of
 2 documents related to financing statements such as
 3 amendments, assignments, releases, and terminations.
 4 Have you specifically prepared terminations or
 5 termination statements?
 6 A. Yes.
 7 Q. And how frequently have you been asked to
 8 do that?
 9 A. Not -- as a part of the general work I do
 10 here, it's not very common.
 11 Q. On what kinds -- describe the kinds of
 12 transactions in which you've been asked to prepare
 13 termination statements?
 14 MS. BOMCHILL: For the record, I think he said he
 15 prepared drafts of financing statements.
 16 BY MR. FISHER:
 17 Q. Let me restate my question. In what kinds
 18 of transactions have you prepared draft termination
 19 statements?
 20 MR. CALLAGY: I'm going to object to the form.
 21 BY THE WITNESS:
 22 A. Within the corporate and securities group,
 23 sometimes their client buys another company or its
 24 assets. And in connection with the transaction the
 25 company requires debts to be paid off. Maybe those

1 debts are evidenced by financing statements that are
 2 of record against that company in different
 3 jurisdictions and I'll be asked or we will be
 4 requested to prepare termination statements for the
 5 review by the attorney or the finance lawyer is often
 6 the case who worked on the deal.
 7 Q. And have you ever worked under the
 8 supervision of Ryan Green?
 9 A. I have.
 10 Q. And what department is Mr. Green in?
 11 A. Ryan works with the real estate group.
 12 Q. And has Mr. Green ever asked you to prepare
 13 a draft termination statement?
 14 A. No, he has not.
 15 Q. What work have you done under Mr. Green's
 16 supervision?
 17 A. Ryan has asked me to conduct UCC searches
 18 and obtain copies of financing statements that are of
 19 record.
 20 Q. And have you done that at Mr. Green's
 21 request on more than one occasion?
 22 A. I can only remember the one occasion.
 23 MR. FISHER: I'm going to ask the court reporter
 24 to mark as Plaintiff's Exhibit 1 a one-page document
 25 that has a Bates No. MB1110 on the bottom.

1 (Deposition Exhibit No. 1 was so
2 marked.)
3 BY MR. FISHER:
4 Q. Mr. Perlowski, I have just handed you
5 what's been marked Plaintiff's Exhibit No. 1. Please
6 take a moment to review this exhibit and let me know
7 whether you recognize it?
8 A. I recognize it.
9 Q. And what is it?
10 A. A request from Ryan Green to run full UCC
11 searches. He identifies a bar or an agent and two
12 states within the e-mail and he tells me that he's
13 going to need them to be terminated.
14 Q. And when you just a moment ago explained
15 that you could recall one transaction in which
16 Mr. Green asked you to perform UCC searches, was this
17 the transaction that you were thinking of?
18 MS. BOMCHILL: Objection to the form of the
19 question.
20 BY THE WITNESS:
21 A. This is the only transaction I remember. I
22 mean, this is it. I mean, this is the only time I
23 remember getting this request.
24 Q. This is the only time that you recall
25 performing UCC searches at Mr. Green's request?

1 MS. BOMCHILL: Objection to the form of the
2 question.
3 BY THE WITNESS:
4 A. I don't recall ever getting any other
5 request. I don't.
6 Q. And Mr. Gonshorek is cc'd on this?
7 A. Stewart is, or was, a real estate paralegal
8 who worked here at the firm.
9 Q. And this e-mail from Mr. Green starts with
10 the phrase, Per my voice message. Do you recall
11 anything at all about the voice message that Mr. Green
12 is referring to here?
13 A. No, I don't.
14 Q. Do you remember anything that Mr. Green
15 said to you about why he was asking you to perform
16 this UCC search?
17 A. No.
18 MS. BOMCHILL: At any time?
19 BY MR. FISHER:
20 Q. At any time?
21 A. I don't remember him saying anything to me.
22 I mean, I got the instruction on the e-mail.
23 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

1 that?
2 A. That he was going to review whatever I
3 obtained for him and then he was going to determine --
4 I think what he was doing was just telling me what he
5 needed these things for. And I was going to obtain
6 them and give them to him.
7 Q. And did you in fact perform the UCC search
8 he requested?
9 A. I performed a UCC search. It was
10 impossible to do the search that specific, that
11 specific kind of search that he requested.
12 Q. Explain why it was impossible to perform
13 the search that he requested in this e-mail?
14 A. Because the records in the Secretary of
15 State's office aren't going to be indexed according
16 to -- you just can't go the Secretary of State's
17 office and say, Give me all the filings against this
18 company in favor of this specific entity. The filings
19 are indexed only by debtor name.
20 MR. CALLAGY: I'm sorry. What?
21 THE WITNESS: The debtor. The name of the
22 target.
23 BY MR. FISHER:
24 Q. So with regard to this specific request,
25 the filings would have been indexed by the name

1 General Motors Corporation?
2 A. That's correct.
3 Q. Did you communicate with Ryan Green to
4 refine the scope of the UCC search you were being
5 asked to perform?
6 A. I did.
7 Q. And in what way was the scope of the search
8 narrowed?
9 A. Instead of searching both Michigan and
10 Delaware, we didn't search but we placed requests with
11 Delaware, not with Michigan, with respect to the
12 General Motors Corporation. Instead of getting copies
13 of all of the financing statements that are of record,
14 all 1,500 or 2,000 of them, we had a list of the
15 filings of record against General Motors in Delaware
16 and we were to work off of that list of filings as
17 opposed to plowing through the existing statements
18 that were there.
19 Q. In that more limited scope of search, is
20 that something that resulted from discussions you had
21 with Mr. Green?
22 A. I don't recall that. I mean, it was -- I
23 think it was just through e-mail exchange.
24 Q. And the date and time on this e-mail which
25 has been marked as Plaintiff's Exhibit 3 is October 7,

1 2008, 3:21 p.m. Do you have any reason to doubt that
2 that's the date and time when the e-mail was sent?

3 A. No.

4 MR. FISHER: I'm going to ask the court reporter
5 to mark as Plaintiff's Exhibit 2 a document that
6 begins MB1104 and concludes on MB1109.

7 (Deposition Exhibit No. 2 was so
8 marked.)

9 Q. Mr. Perlowski, feel free to flip through
10 the pages of this document and familiarize yourself
11 with it, but I'm going to focus your attention on
12 particular e-mails of which I have questions.

13 MS. BOMCHILL: Would you like him to read it all?

14 MR. FISHER: It's not necessary.

15 MS. BOMCHILL: Take a look at it. But if there's
16 any question, you probably should read it.

17 (Witness viewing document.)

18 BY MR. FISHER:

19 Q. So, Mr. Perlowski, let me focus your
20 attention on the e-mail that is the e-mail exchange
21 second from the top. It appears to be an exchange
22 between you and Mr. Green on October 7, 2008, at 4:39
23 p.m. The second paragraph of that e-mail from you
24 states, quote, I completed a search identical to the
25 one you requested earlier in the year for Jamie.

1 Who is the Jamie referred to in that
2 sentence?

3 A. Jamie is Jamie Romick who is a real estate
4 associate here at the firm.

5 Q. And why had you performed a similar search
6 earlier in 2008 at Jamie's request?

7 A. Because she asked me to.

8 Q. Do you know why Ms. Romick asked to have
9 that UCC search performed?

10 A. Well, from the e-mails, I mean, I can -- I
11 think she -- she wanted to review the financing
12 statement for some purpose of some transaction she
13 must have been working on.

14 Q. And did you then forward onto Mr. Green the
15 results of the search that you had performed earlier
16 in the year at Jamie's request?

17 A. I don't see an e-mail.

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

21 BY MR. FISHER:

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

1 Ms. Romick's request?

2 MS. BOMCHILL: What you remember.

3 BY THE WITNESS:

4 A. What I remember. I don't specifically
5 remember that. I don't. I mean, I don't.

6 Q. Looking at the e-mail exchange that we were
7 just looking at, that second paragraph in your e-mail
8 to Ryan Green says -- and I'm beginning at the second
9 sentence. Quote, Given that as of May 7, 2008, there
10 were 1,777 filings of record against GM in Delaware,
11 we obtained a list of filings of record against GM and
12 requested copies of other filings in favor of JPMorgan
13 Chase Bank which are attached below, close quote.

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

17 A. I don't specifically remember doing that,
18 but that's what it says.

19 Q. Seeing this e-mail, do you have any reason
20 to doubt that in fact you forwarded those UCC filings
21 to Mr. Green?

22 A. No, I don't.

23 Q. And if you look at the next e-mail down
24 which is the third e-mail on this first page, 1104?

25 MS. BOMCHILL: The one dated June 4th?

1 BY MR. FISHER:

2 Q. The ONE dated June 4th, 2008, at 6:46 p.m.
3 Is that an e-mail that you sent to Jamie Romick on
4 June 4, 2008?

5 A. Yes. That came from me and went to Jamie.

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

9 BY MR. FISHER:

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

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

14 BY THE WITNESS:

15 A. Again, I don't remember specifically
16 sending this e-mail, but ...

17 Q. You have no reason to doubt that you sent
18 it?

19 A. I have no reason to doubt that that's my
20 e-mail.

21 Q. And just below the subject line there's a
22 line that lists a number of files, file part 1, file
23 part 2, and then the third one along that line says,
24 File JPMorgan filings.pdf. What does that file refer
25 to?

1 A. Are you referring to the JPMorgan filings?
 2 Q. Yes. Just that third, what appears to be
 3 the third attachment to that e-mail?
 4 A. Later on in that same e-mail, last full
 5 paragraph recites that, Attached are copies of active
 6 financing statements of record in Delaware against GM
 7 in favor of JPMorgan, and it lists three filings.
 8 Q. And is it your understanding that those
 9 three filings were attached to your e-mail to
 10 Ms. Romick?
 11 A. Yes. Yes.
 12 Q. And I want to focus on the third filing
 13 against JPMorgan Chase Bank. This is on page 1105.
 14 It says, quote, Three filings as to certain equipment
 15 and fixtures and related collateral located at certain
 16 specific facilities. File No. 6416808 4, file date
 17 November 30, 2006, close quote.
 18 That UCC filing you believe was attached to
 19 this e-mail to Ms. Romick?
 20 A. I have no reason to think it wasn't
 21 attached to the e-mail.
 22 Q. And you write here in the sentence that
 23 begins, Also attached. Quote, Also attached hereto
 24 are copies of active financing statements that are of
 25 record in Delaware against General Motors Corporation

1 and in favor of JPMorgan Chase Bank, close quote.
 2 What did you mean when you wrote active
 3 financing statement?
 4 A. That according to the listing they hadn't
 5 been terminated or they had not lapsed.
 6 Q. How do you determine whether a financing
 7 statement is active or not?
 8 MS. BOMCHILL: You're asking for his personal
 9 opinion?
 10 BY THE WITNESS:
 11 A. With respect to the Delaware UCC searches,
 12 there's a certification page attached to the search.
 13 What the certification pages say is, besides the
 14 filing information and the dates of the filings,
 15 indication of who the debtor is and the secured
 16 parties and a list of all of the filings made in
 17 connection or related to the original UCC financing
 18 statement filing. So any amendment will be reflected
 19 in the summary. Any assignment, any release, or any
 20 termination. The lapse date typically is five years
 21 from the date of the initial filing is indicated as
 22 well on the certification page.
 23 Q. So if I understood the answer correctly,
 24 to determine whether a UCC filing is active or not
 25 you rely on the information on that certification

1 page?
 2 A. That's correct.
 3 Q. And if the certification page indicates
 4 that the UCC filing was terminated, you would
 5 typically conclude that that financing statement is no
 6 longer active?
 7 A. That's not active, correct. Doesn't mean
 8 that it -- yeah. That's right. Because there's no
 9 filings other than just those certification pages
 10 attached, right.
 11 Q. Would you turn, please, to in this same
 12 exhibit page 1106. Page 1106 of Plaintiff's Exhibit 2
 13 appears to be an e-mail from you to Jamie Romick and
 14 Cole Hardy dated May 22, 2008. I assume, again, you
 15 have no reason to doubt that this is in fact an e-mail
 16 that you sent on or about that date?
 17 A. That's correct.
 18 Q. And there the second paragraph says, quote,
 19 With respect to filings made in favor of JPMorgan
 20 Chase, there appears to have been six made of record,
 21 three of which still appear to be effective, close
 22 quote.
 23 Do you see that sentence?
 24 A. (Nodding.)
 25 MS. BOMCHILL: I don't see it.

1 MR. FISHER: (Indicating.)
 2 MS. BOMCHILL: Okay.
 3 BY MR. FISHER:
 4 Q. In determining -- this is somewhat
 5 repetitive of my last question, but I want to make
 6 sure that it's clear. In determining which of these
 7 six financing statements were effective and which were
 8 not, what did you do?
 9 A. I reviewed the certification pages from the
 10 Secretary of State's office and found those that had
 11 been made in favor of JPMorgan. There were six of
 12 those financing statements. The summary provided on
 13 the certification page indicated that three of them
 14 had not lapsed and that three of them had not been
 15 terminated.
 16 Q. And as of the date that you performed this
 17 search, specifically the UCC filing dated November 30,
 18 2006, was still effective?
 19 A. There had been no filing made of record
 20 with the Delaware Secretary of State's office to
 21 indicate that it was terminated or that someone had
 22 tried to terminate it.
 23 Q. And with regard to those three filings
 24 where you indicated in parentheses, Terminated, and
 25 you provided a date, is that information that comes

1 from the certification page that you reviewed as part
 2 of your UCC search?
 3 A. Yes, sir.
 4 Q. And with regard to those UCC filings that
 5 you concluded were terminated, did you do anything
 6 else aside from reviewing the certification page to
 7 determine whether in fact they had been terminated?
 8 MS. BOMCHILL: Object to the form of the
 9 question.
 10 BY THE WITNESS:
 11 A. The scope of my work was to get the
 12 certification pages and review them, and that's all I
 13 did.
 14 Q. Is it possible for you to estimate how many
 15 UCC searches you've been asked to perform over the
 16 past 20 plus years here at Mayer Brown?
 17 A. It would be difficult to do.
 18 Q. Is it a large number?
 19 A. I would imagine, yeah.
 20 Q. And when a certification indicates that a
 21 UCC filing has been terminated, have you ever -- does
 22 that conclude your inquiry as to whether the
 23 particular UCC filing you're researching is effective
 24 or not?
 25 MS. BOMCHILL: Objection, vague and ambiguous.

1 BY THE WITNESS:
 2 A. You know, my task was simply to get the
 3 listing and not to indicate what the record said, and
 4 that's what I did. And the record indicated that
 5 there had been a termination filed.
 6 Q. And do you know when you performed your
 7 first ever UCC search?
 8 A. I would imagine it was back in maybe the
 9 Fall of 1987.
 10 Q. Who showed you how to do a UCC search?
 11 A. The first UCC search? Well, I don't -- you
 12 know, I can recall the first UCC search.
 13 MS. BOMCHILL: If you can answer without
 14 revealing the names of clients or any information
 15 that's not privileged, you can answer the question.
 16 BY THE WITNESS:
 17 A. I worked with a finance lawyer here at the
 18 firm and we sat down together and had a list of the
 19 target companies and determined where I should call
 20 the service company and where we should get searches
 21 done and why we should do it. Sort of an introduction
 22 to this sort of thing. And, like I said, it was quite
 23 a while ago, but it's still memorable.
 24 Q. Who was the attorney who showed you that in
 25 connection with your first research UCC?

1 MS. BOMCHILL: You can answer that.
 2 BY THE WITNESS:
 3 A. Debra DeHoyos.
 4 Q. And did Ms. DeHoyos also instruct you on
 5 the difference between an effective and a terminated
 6 UCC?
 7 A. I don't remember that.
 8 Q. Do you remember where you learned how to
 9 discern the difference between an effective and
 10 terminated UCC?
 11 MS. BOMCHILL: Object to the form of the
 12 question.
 13 BY MR. FISHER:
 14 Q. Does Mayer Brown have a UCC compliance
 15 committee or department or anything to that effect?
 16 A. We have a UCC compliance group here at the
 17 firm.
 18 Q. And what does that group do?
 19 A. The purpose of the group is to review the
 20 formal filings that are made in connection with
 21 different filings that take place here at the firm.
 22 Q. And specifically in connection with the UCC
 23 search that you performed at Mr. Green's request in
 24 October 2008, was the UCC compliance group involved in
 25 that work in any way?

1 MS. BOMCHILL: I think you misstated the
 2 witness's testimony. You want to try that again.
 3 MR. FISHER: Can you read back the question,
 4 please.
 5 (Record read as requested.)
 6 MS. BOMCHILL: I think you misstated his
 7 testimony, but you can answer the question is you can.
 8 BY THE WITNESS:
 9 A. With respect to the work I did, I didn't
 10 consult or ask for assistance from the UCC compliance
 11 group.
 12 Q. After performing this UCC search in October
 13 2008, did you have any further involvement with this
 14 transaction that Mr. Green was working on?
 15 A. No, I didn't.
 16 MR. FISHER: I'll ask the court reporter to
 17 please mark as Plaintiff's Exhibit 3 a document
 18 numbered MB2414 through 2420.
 19 (Deposition Exhibit No. 3 was so
 20 marked.)
 21 BY MR. FISHER:
 22 Q. Mr. Perlowski, do you know whose
 23 handwriting appears on the first page of this exhibit?
 24 A. No, I don't.
 25 Q. And I'll point out that on page 2417 there

1 is what looks like a pen or a pencil mark. I
2 assume -- I shouldn't assume. Do you know who made
3 that mark?

4 A. No.

5 Q. Focusing then just on the typewritten
6 portions of this exhibit, I'm looking back at page 1?

7 A. Yes.

8 Q. Is this an e-mail that you sent to
9 Mr. Green on October 9, 2008?

10 A. I don't have any reason to doubt that it's
11 not my e-mail sent to him.

12 Q. The e-mail to Mr. Green begins, quote,
13 Attached are copies of the two active financing
14 statements of record in Delaware against General
15 Motors Corporation and in favor of JPMorgan Chase Bank
16 and there's also a search conducted with the office of
17 the Delaware Secretary of State for financing
18 statements of record against auto facility real estate
19 trust 2001-1, close quote.

20 The earlier e-mail that we looked at
21 referred to three active financing statements. Do you
22 know how it is that number of active financing
23 statements were reduced to two?

24 A. No, I don't.

25 Q. Would you turn, please, to the second page

1 of this exhibit. Do you recognize that document?

2 A. No.

3 Q. Do you know who prepared that page,
4 page 2415?

5 A. No, I don't.

6 Q. Do you know whether or not this page was an
7 attachment to the e-mail that appears on the preceding
8 page?

9 A. No, it wasn't.

10 Q. It was not?

11 A. The attachments on the preceding page don't
12 refer to it.

13 Q. So based on your review of this document,
14 your understanding is that 2415 was not attached to
15 what's been marked as page 2414?

16 A. That's right.

17 Q. You can set that aside.

18 I'm going to ask the court reporter to mark
19 as Plaintiff's Exhibit 4 a document that starts on
20 page MB1023 and continues through MB1103.

21 (Deposition Exhibit No. 4 was so
22 marked.)

23 BY MR. FISHER:

24 Q. Mr. Perlowski, feel free to take your time
25 reviewing this document. The question I'd like to ask

1 you after you've had a chance to look at it is simply
2 whether MB1099 was an attachment to the e-mail that's
3 on MB1023?

4 MS. BOMCHILL: I'd just like a continuing
5 objection. I think the record is confused as to
6 whether he's testifying as to what he remembers or
7 he's trying to help you in determining that. And I
8 just want the record to be clear whether he remembers.
9 I don't know as I sit here now whether he's telling
10 you what he remembers or he's trying to help you
11 interpret the documents.

12 BY MR. FISHER:

13 Q. The question is whether page MB1099 was
14 among the documents attached to the e-mail on page
15 MB1023?

16 MS. BOMCHILL: If you remember, you can answer.
17 BY THE WITNESS:

18 A. I don't know. I can't tell you that.

19 Q. Looking at your e-mail, your e-mail begins,
20 quote, Attached are copies of the two active financing
21 statements of record in Delaware against General
22 Motors and in favor of JPMorgan Chase Bank?

23 A. And it lists this financing statement.

24 Q. You're referring to further down on the
25 page under paragraph No. 2?

1 MS. BOMCHILL: Wait for a question.

2 BY MR. FISHER:

3 Q. Let me ask a question. Next to the No. 2
4 on this e-mail there's a reference to, quote,
5 financing statement as to equipment, fixtures, and
6 related collateral located at certain U.S.
7 manufacturing facilities, file No. 6416808 4, file
8 date November 30, 2006.

9 Does MB1099 correspond to that entry in
10 your e-mail?

11 A. Yes, it does.

12 Q. Do you believe that MB1099 was among the
13 financing statements that you forwarded to Mr. Green
14 in October 2008?

15 A. I believe so.

16 MR. FISHER: I'll ask the court reporter to mark
17 as Plaintiff's Exhibit 5 a document with a number
18 MB6384.

19 (Deposition Exhibit No. 5 was so
20 marked.)

21 BY MR. FISHER:

22 Q. Mr. Perlowski, is this a document you've
23 seen before?

24 A. No.

25 Q. You've never seen this before today?

1 A. That's true.
 2 Q. What does this appear to you to be?
 3 MS. BOMCHILL: Objection, calls for speculation.
 4 He's never seen it before. He didn't prepare it.
 5 BY THE WITNESS:
 6 A. It appears to be a termination statement.
 7 Q. And what financing statement does it appear
 8 to you to terminate?
 9 MS. BOMCHILL: Same objection.
 10 BY THE WITNESS:
 11 A. The financing statement references
 12 6416808 4.
 13 Q. And is that the financing statement that
 14 appeared on page 1099 of Plaintiff's Exhibit 4?
 15 MS. BOMCHILL: Let the record reflect he's
 16 comparing numbers.
 17 BY THE WITNESS:
 18 A. The filing number on the initial financing
 19 statement matches the filing number that appears on
 20 the termination form as does the filing date.
 21 Q. What does that lead you to conclude?
 22 MR. CALLAGY: Objection to form.
 23 BY THE WITNESS:
 24 A. The form of the financing statement matches
 25 at least the number of -- matches what on the

1 financing statement, the number of which I just read
 2 back.
 3 Q. If you had come across Plaintiff's
 4 Exhibit 5 in performing a UCC search, what would you
 5 conclude about the financing statement No. 6416808 4?
 6 MS. BOMCHILL: Objection, calls for speculation.
 7 BY THE WITNESS:
 8 A. I wouldn't conclude anything.
 9 Q. When you perform UCC searches in the
 10 ordinary course of your responsibilities here, do you
 11 review amendments?
 12 A. I know what an amendment is. I mean, I've
 13 obtained copies of them and I look at them and forward
 14 them to attorneys with whom I am directed to work
 15 with.
 16 Q. And do you refer to UCC amendments as part
 17 of determining whether a financing statement is active
 18 or not?
 19 A. It's not for me to determine whether
 20 they're active or not. Even if it's of record doesn't
 21 mean it's terminated. It doesn't. There's more that
 22 goes into it than that. It's my task to simply obtain
 23 the documents that I've been asked to obtain to be
 24 helpful and organize them in a way that they can be
 25 reviewed by the attorney in the most cost efficient

1 manner.
 2 Q. Earlier you described referring to the
 3 certification page when you perform UCC searches.
 4 When you do the search, aside from the certification
 5 page are the underlying financing statements or
 6 amendments attached?
 7 A. You know, typically they are. So the
 8 answer is yes, typically they are. But that's not
 9 what we did in this case with respect to the entire
 10 scope of my requirements in obtaining documents.
 11 Q. What did you do with regard to this search
 12 that was done at Ryan Green's request that's different
 13 from other UCC searches you've performed?
 14 MR. CALLAGY: Objection to form.
 15 BY THE WITNESS:
 16 A. All I did was get a listing of the GM
 17 filings as I noted earlier. We didn't get all of the
 18 filings described on all of the certification pages
 19 simply because there were just too many of them and
 20 they didn't have any application to what Ryan wanted.
 21 Q. Did you indicate to Mr. Green which of the
 22 UCC filings you found were active and which were
 23 terminated?
 24 A. Well, the task was to find financing
 25 statements that were active in favor JPMorgan and

1 against General Motors.
 2 Q. Who made judgment as to whether a financing
 3 statement was active or terminated?
 4 A. It was my task to find out which ones were
 5 still at least reflected on the records of the state
 6 as being active.
 7 Q. I understand that you've never before seen
 8 Plaintiff's Exhibit 5?
 9 A. This (indicating).
 10 Q. Did there come a time when you learned that
 11 the document that's been marked as Plaintiff's
 12 Exhibit 5 was filed?
 13 A. When I was with counsel.
 14 Q. When was that?
 15 A. A month ago was our first meeting. It was
 16 a meeting with my counsel. I'm not sure exactly when
 17 the date of that was.
 18 Q. Your counsel is, you're referring to
 19 Ms. Bomchill?
 20 A. That's correct.
 21 Q. Was anyone else at that meeting?
 22 A. Ryan was at the meeting. Bob Gordon.
 23 Q. Anyone else?
 24 A. No.
 25 Q. Aside from the individuals you've just

1 mentioned, Ms. Bomchill, Mr. Green, and Mr. Gordon,
 2 have you ever discussed what's been marked as
 3 Plaintiff's Exhibit 5 with anyone else?
 4 A. No, I have not.
 5 MR. FISHER: I'm going to ask the court reporter
 6 to mark as Plaintiff's Exhibit 6 a document with the
 7 numbers JPM-CB76 through JPM-CB111.
 8 (Deposition Exhibit No. 6 was so
 9 marked.)
 10 BY MR. FISHER:
 11 Q. Mr. Perlowski, I only want to ask you about
 12 three pages of this exhibit which is -- it begins on
 13 the second page of the exhibit. Which is numbered 77
 14 and concludes on 79. Is that affidavit a document
 15 that you've ever seen before today?
 16 A. I don't remember seeing it before today.
 17 Q. You don't remember ever seeing this
 18 affidavit before today?
 19 A. That's right.
 20 Q. Before today, did you ever come to learn
 21 that this affidavit had been prepared?
 22 A. Like I said, you know, this is the first
 23 time I ever saw it. I don't remember seeing it.
 24 Q. Did you ever hear that Mr. Gordon was
 25 preparing an affidavit?

1 MS. BOMCHILL: You're done with your question?
 2 MR. FISHER: Yeah.
 3 MS. BOMCHILL: Other than in connection with
 4 counsel, you can answer the question.
 5 BY THE WITNESS:
 6 A. Except in meetings with counsel I'm not
 7 aware of Mr. Gordon's involvement actually.
 8 Q. I didn't hear the end of your answer.
 9 A. I didn't work with Mr. Gordon. Mr. Gordon
 10 didn't direct me to do anything with respect to the
 11 transaction.
 12 Q. Would you focus your attention, please, on
 13 paragraph 8 of Mr. Gordon's affidavit. It says,
 14 quote, Unbeknownst to me, the paralegal tasked with
 15 filing the termination statement for the GM leasing
 16 financing statement referred to above also caused a
 17 termination statement to be filed with respect to a
 18 UCC 1 financing statement that is entirely unrelated
 19 to the transaction for the properties, open paren,
 20 then, quote, unrelated financing statement, close
 21 quote, close paren.
 22 A copy of this UCC termination statement
 23 which is defined as the unrelated termination
 24 statement is attached as Exhibit D. Do you see that
 25 paragraph?

1 A. I do.
 2 Q. Do you know who the paralegal is who
 3 Mr. Gordon is referring to in paragraph 8?
 4 A. It's not me.
 5 Q. Do you know who it is?
 6 A. I can only assume it's Stewart.
 7 Q. And Stewart is Stewart Gonshorek?
 8 A. Yes.
 9 Q. Why do you assume that it's him?
 10 A. Because in connection with all of this,
 11 he's the only other paralegal referenced in any of the
 12 other e-mails.
 13 Q. And do you have an understanding as to what
 14 Stewart Gonshorek's role was in connection with the
 15 UCC filings that Mr. Green requested in October 2008?
 16 A. No.
 17 Q. Aside from seeing Mr. Gonshorek's name on
 18 some e-mails -- let me withdraw that.
 19 Did you interact with Mr. Gonshorek in
 20 connection with the work you were doing at Mr. Green's
 21 request in October of 2008?
 22 A. I don't remember speaking to Stewart. I
 23 do not -- of course, he was copied on some e-mails
 24 that I sent to Ryan because he was to be kept in the
 25 loop.

1 Q. Who let you know that Stewart should be
 2 kept in the loop?
 3 A. I think because Ryan copied him on his
 4 initial e-mail to me I think. I just knew Stewart was
 5 working with Ryan.
 6 Q. Would you turn, please, to page 106 of this
 7 exhibit?
 8 MS. BOMCHILL: Are you going to be going much
 9 longer?
 10 MR. FISHER: I don't think so.
 11 MR. CALLAGY: 106?
 12 MR. FISHER: Yes.
 13 BY MR. FISHER:
 14 Q. There's a box that says, Send
 15 acknowledgement to, and there's a name there, Bryan
 16 Kluever CT.
 17 Do you know who that is?
 18 A. I don't know who Bryan is CT Corporation
 19 System.
 20 Q. And did you work -- I'm not asking
 21 specifically about this transaction. In general, when
 22 you were asked to perform work related to UCC filings,
 23 did you work with CT?
 24 A. I have worked with CT, yes.
 25 Q. And what service does CT provide?

1 A. CT makes of record the filings. In this
 2 case it would make of record filings sent to them in
 3 the jurisdiction in which they're requested to make
 4 the filings. For a fee, of course.
 5 Q. Have you seen the page that's marked as 106
 6 before today?
 7 A. Not before today, no.
 8 Q. The bottom of this page there's a -- on
 9 this form there's a line No. 10 and if you look at
 10 that line there's a reference to a matter number?
 11 A. I see that.
 12 Q. Is that a Mayer Brown matter number?
 13 A. That is a Mayer Brown matter number.
 14 Q. And there's a reference to a doc number.
 15 Is that a Mayer Brown doc number?
 16 A. I'm not sure what that number references.
 17 Q. I understand you've never seen this
 18 document before today, but do you have any
 19 understanding as to who prepared this document?
 20 A. I haven't seen it before. I don't know.
 21 MR. FISHER: Fern, I'd suggest we take a short
 22 break. At most I would have another five to ten
 23 minutes of questions.
 24 MS. BOMCHILL: Okay.
 25 (A short break was had.)

1 BY MR. FISHER:
 2 Q. Mr. Perlowski, just a couple additional
 3 questions. In one e-mail that we've looked at you
 4 refer to -- you use the phrase active financing
 5 statements and in another e-mail you use the phrase
 6 effective financing statement, and I'd just like to
 7 understand whether in your mind there's some
 8 difference between those or if you use those terms
 9 interchangeably?
 10 A. Active and effective, is that what you
 11 said?
 12 Q. I'm asking only about your own use of those
 13 words.
 14 A. That with respect to those financing
 15 statements, the effectiveness of them, they're
 16 effective for five years. They hadn't lapsed as
 17 reflected on the certification page as issued by the
 18 Delaware state. And the certification page did not
 19 reflect the filing of the termination statement.
 20 Q. And that's what you mean when you use the
 21 word effective?
 22 A. Correct.
 23 Q. And does the same meaning apply to active
 24 when you use that word?
 25 A. Active as reflected on the certification

1 page, whether that's active or not as reflected on the
 2 certification pages. The certification page says
 3 that.
 4 Q. So when you use the words active and
 5 effective, you're basing that on what you see on the
 6 certification page?
 7 A. Correct.
 8 Q. And when you use the words active or
 9 effective, do they have the same meaning?
 10 A. Effective --
 11 MS. BOMCHILL: To you.
 12 BY THE WITNESS:
 13 A. To me. To me they have the same meaning.
 14 MR. FISHER: I thank you very much for your time.
 15 I have no further questions. I believe Mr. Callagy
 16 may have a few questions.
 17 CROSS-EXAMINATION
 18 BY MR. CALLAGY:
 19 Q. Good morning, Mr. Perlowski. We represent
 20 JPMorgan which is the defendant in this case. I'm
 21 just going to ask you a couple questions if you take a
 22 look at Exhibit 1 that was marked by Mr. Green --
 23 excuse me, by Mr. Fisher?
 24 A. Yes, sir.
 25 Q. On Exhibit 1 there's a subject line that is

1 GM-00652500. Do you know what number that refers to?
 2 A. This is a client charge number.
 3 Q. And what is your understanding of -- do you
 4 have any recollection of what the client charge number
 5 was that's reflected on Exhibit 1?
 6 A. I'm not sure what you mean by that, sir.
 7 Q. Do you know what that refers to, that
 8 particular client charge number?
 9 A. I'm not sure which client's associated with
 10 or what the matter description is. The only reason
 11 the number appears here is because Ryan had asked to
 12 do the search and the search is requested to be placed
 13 with a number for billing purposes.
 14 Q. In connection with this specific memoranda
 15 that Mr. Green sent to you at the time that you
 16 received this, did you know what the matter was that
 17 Mr. Green was working on?
 18 A. No.
 19 Q. And in between the time that you received
 20 this and the time you stopped working with Mr. Green
 21 in connection with this transaction, did you ever know
 22 what transaction Mr. Green was working on?
 23 A. No.
 24 Q. Did you ever have any discussion with
 25 Mr. Green about what transaction in connection with GM

1 that Mr. Green was working on?
 2 A. No.
 3 MR. CALLAGY: That's all I have.
 4 MR. FISHER: Thank you again.
 5 THE WITNESS: Thank you.
 6 MS. BOMCHILL: We will review.
 7 (Which were all the proceedings
 8 had in the above-entitled cause.)
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1 UNITED STATES OF AMERICA)
 SOUTHERN DISTRICT OF NEW YORK)
 2
 3 STATE OF ILLINOIS)
 COUNTY OF COOK)
 4
 5
 6 I, Kelly A. Siska, Certified Shorthand
 Reporter, Certified LiveNote Reporter, and Notary
 7
 8 Public, do hereby certify that MICHAEL PERLOWSKI was
 9 first duly sworn by me to testify to the whole truth
 10 and that the above deposition was reported
 11 stenographically by me and reduced to typewriting
 12 under my personal direction.
 13
 14 I further certify that the said deposition
 15 was taken at the time and place specified and that the
 16 taking of said deposition commenced on the 27th day of
 17 January, A.D., 2010, at 10:00 a.m.
 18
 19 I further certify that I am not a relative
 20 or employee or attorney or counsel of any of the
 21 parties, nor a relative or employee of such attorney
 22 or counsel nor financially interested directly or
 23 indirectly in this action.
 24
 25

1 UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK
 2
 3 In re) Chapter 11
)
 4 MOTORS LIQUIDATION COMPANY,)
 et al.,) Case No. 09-50026(REG)
 Debtors.)
 5 _____) (Jointly Administered)
 OFFICIAL COMMITTEE OF)
 6 UNSECURED CREDITORS OF MOTORS)
 LIQUIDATION COMPANY f/k/a)
 7 GENERAL MOTORS CORPORATION,)
)
 8 Plaintiff,)
 -against-)
 9)
 JPMORGAN CHASE BANK, N.A.,)
 10 individually and as)
 Administrator Agent for)
 11 various lenders party to the)
 Term Loan agreement described)
 12 herein, et al.,)
 Defendants.)
 13
 14 STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)
 15
 16 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
 17 that said transcript constitutes a true and correct
 record of the testimony given by me at the said
 18 deposition except as I have so indicated on the errata
 sheets provided herein.
 19
 20 _____
 MICHAEL PERLOWSKI
 21 No corrections (Please initial) _____
 Number of errata sheets submitted _____ (pgs.)
 22
 23 SUBSCRIBED AND SWORN to
 before me this ____ day
 24 of _____, 2010.
 25

 NOTARY PUBLIC

1
 2 In witness whereof, I have hereunto set my
 3 hand and affixed my seal of office at Chicago,
 4 Illinois, this 28th day of January, A.D., 2010.
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 Chicago, Illinois 60606
 Phone: (312) 236-6936

CSR No. 084-002761

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re) Chapter 11
)
MOTORS LIQUIDATION COMPANY,)
et al.,) Case No. 09-50026(REG)
)
Debtors.)
) (Jointly Administered)
)
OFFICIAL COMMITTEE OF)
UNSECURED CREDITORS OF MOTORS)
LIQUIDATION COMPANY f/k/a)
GENERAL MOTORS CORPORATION,)
)
Plaintiff,)
)
-against-)
)
JPMORGAN CHASE BANK, N.A.,)
individually and as)
Administrator Agent for)
various lenders party to the)
Term Loan agreement described)
herein, et al.,)
)
Defendants.)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The deposition of RYAN GREEN taken before
Kelly A. Siska, Certified Shorthand Reporter,
Certified LiveNote Reporter, and Notary Public, at
71 South Wacker Drive, Chicago, Illinois, commencing
at 10:00 a.m. on the 27th day of January, A.D., 2010.

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(EXHIBITS RETAINED BY COUNSEL)

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2
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22 E-mail: fbomchill@mayerbrown.com
23 E-mail: mmanning@mayerbrown.com
24
25 * * * * *

1 (Witness sworn.)
2 WHEREUPON:
3 RYAN GREEN,
4 called as a witness herein, having been first duly
5 sworn, was examined and testified as follows:
6 DIRECT EXAMINATION
7 BY MR. FISHER:
8 Q. Good morning Mr. Green.
9 A. Good morning.
10 Q. My name is Eric Fisher and I'm here with my
11 colleague Katie Cooperman, and we are special counsel
12 to the official creditors committee in the GM
13 bankruptcy proceedings. I'm going to be asking you a
14 number of questions and if my question's not clear or
15 you don't understand it, please let me know and I'll
16 be happy to rephrase.
17 A. Okay.
18 Q. It's important that you answer audibly
19 because our court reporter today is taking down your
20 answers to my questions.
21 A. Okay.
22 Q. What is your educational background?
23 A. I completed law school, so I also completed
24 college.
25 Q. When did you complete law school?

1 A. In 2005.
 2 Q. And did you begin working as lawyer after
 3 you graduated?
 4 A. Yes. In September of 2005.
 5 Q. And where did you begin working?
 6 A. I began at Winston & Strawn here in
 7 Chicago.
 8 Q. And how long were you at Winston?
 9 A. I was there until May of 2007.
 10 Q. And then where did you go in May of 2007?
 11 A. On June 2007 I started at Mayer Brown.
 12 Q. And you've been here since June 2007?
 13 A. That's correct.
 14 Q. And at Winston & Strawn, in what areas did
 15 you practice?
 16 A. I practiced in the real estate group
 17 there.
 18 Q. And since coming to Mayer Brown, what has
 19 your practice area been?
 20 A. I practice in the real estate group here.
 21 MR. FISHER: I'm going to ask the court reporter
 22 to mark as plaintiff's Exhibit 7 a document that
 23 begins with the No. MB2461 and goes through 2463.
 24 (Deposition Exhibit No. 7 was so
 25 marked.)

1 BY MR. FISHER:
 2 Q. Mr. Green, I'm handing you Exhibit No. 7,
 3 and looking at the top portion of this document the
 4 name Robert Gordon appears there. Who is Mr. Gordon?
 5 A. He's a partner in the real estate group.
 6 Q. And is this an e-mail that Mr. Gordon sent
 7 you on October 1, 2008?
 8 A. From looking at the document it looks like
 9 it is.
 10 Q. And the subject line refers to Chase
 11 synthetic lease. What does that refer to?
 12 A. It refers to a synthetic lease facility
 13 with JPMorgan Chase.
 14 Q. And who was the borrower on that synthetic
 15 lease?
 16 A. It was an auto facilities trust, but I'd
 17 have to look at the documents to know exactly who the
 18 borrower is.
 19 Q. Was General Motors involved in the Chase
 20 synthetic lease?
 21 A. Yes.
 22 Q. And what's the nature of the involvement?
 23 A. General Motors was the -- I'd have to look
 24 at the documents to refresh my memory exactly, but
 25 General Motors was involved.

1 Q. Who did you represent in connection with
 2 that transaction?
 3 A. General Motors. And when you asked that
 4 transaction, I was referring to my work starting on
 5 the releases.
 6 Q. When did that work on the releases begin?
 7 A. It began in the fall of 2008.
 8 Q. And when you refer to your work on the
 9 releases, what do you mean?
 10 A. I met with Bob Gordon and we talked about
 11 the unwind. So my role was getting the documents
 12 together to, you know, document the unwind. The
 13 various release documents for the security.
 14 Q. And looking at Plaintiff's Exhibit 7,
 15 Mr. Gordon writes, quote, Please put together this
 16 checklist draft, close quote. Do you understand what
 17 he's referring to when he asks for a checklist draft?
 18 A. Uh-huh.
 19 Q. What is he referring to?
 20 A. He's referring to a document that will list
 21 all of the documents necessary to complete the
 22 transaction.
 23 Q. And you will have the benefit of documents
 24 as we go, but to the best of your recollection, what
 25 are the kinds of documents that were necessary to

1 complete the transaction you're describing?
 2 A. Well, I'm not going to be able to list them
 3 all, but we needed generally a termination agreement
 4 for the facility and then we needed release documents
 5 for the security. So it would include mortgages --
 6 that's what I can think of off the top of my head.
 7 Q. Drilling down just on the topic on the
 8 category of release documents for the security, what
 9 kinds of documents does that category include?
 10 A. I'm not sure I understand what kinds of
 11 documents. Releases. Termination documents.
 12 Q. After Mr. Gordon requested that you prepare
 13 this checklist, is that what you proceeded to do?
 14 A. Yes.
 15 Q. How did you go about preparing the
 16 checklist?
 17 A. I looked through a copy of the
 18 participation agreement. That's the main document for
 19 the synthetic lease and it contained a description of
 20 how to unwind and the relevant documents.
 21 Q. Aside from yourself and Mr. Gordon, who
 22 else worked on the, to use your word, unwinding of the
 23 release transaction?
 24 A. A paralegal. His name was Stewart
 25 Gonshorek.

1 Q. And was Michael Perlowski involved as well?
 2 A. Yes. We did ask -- I did ask Michael to
 3 run a UCC search.
 4 Q. Aside from running that UCC search, did
 5 Mr. Perlowski have any other involvement in the
 6 unwinding of the lease transaction?
 7 A. No.
 8 Q. And what was the nature of Mr. Gonshorek's
 9 involvement in this transaction. And, again,
 10 throughout this deposition when I refer to this
 11 transaction, I'm referring to the unwinding of the
 12 lease transaction.
 13 A. Okay. Also Stacey Braybrook. She helped
 14 towards the end, but her role was limited.
 15 Q. Is Ms. Braybrook an attorney or a
 16 paralegal?
 17 A. An attorney. Stewart, he helped with the
 18 organization of the documents. He also helped with
 19 preparing the UCCs, UCC terminations. He helped with
 20 identifying the real estate for some exhibits, like
 21 legal descriptions. He worked through some of those
 22 issues and he worked with the title company. They got
 23 some title related issues.
 24 Q. Before the transaction that we're talking
 25 about now, had you previously been involved in any

1 transactions that involved the release of security
 2 interests?
 3 A. Yes.
 4 Q. How many times before?
 5 A. A number of times before. I was
 6 representing a -- yeah, a number of times. That's the
 7 answer to the question.
 8 Q. And in the previous occasions where you
 9 handled a matter that involved the release security
 10 interest, were you representing the borrower or the
 11 lending partner party or some other party?
 12 A. Usually the borrower.
 13 Q. And in connection with the transaction that
 14 is referred to in Plaintiff's Exhibit 7, the lease
 15 transaction or the termination of the lease
 16 transaction?
 17 MS. BOMCHILL: The unwinding, as you said.
 18 BY MR. FISHER:
 19 Q. The unwinding of the lease transaction.
 20 Were you representing GM as borrower?
 21 A. Yes.
 22 Q. And is it typical in your experience for
 23 borrower's counsel to prepare the documents for the
 24 release of the lender's security interest?
 25 MS. BOMCHILL: Object to the form of the

1 question.
 2 BY THE WITNESS:
 3 A. You know, I don't know.
 4 Q. The other -- the transactions before the
 5 one at issue here where you had represented the
 6 borrower and were involved in releasing the security
 7 interest, was it the borrower in that transaction the
 8 one that prepared release documents?
 9 A. I don't remember. Perhaps.
 10 Q. Did you consider anything about
 11 Mr. Gordon's request that you should prepare the
 12 checklist unusual?
 13 A. No.
 14 MR. FISHER: I'll ask the court reporter to mark
 15 as Plaintiff's Exhibit 8 a document that begins MB4228
 16 and concludes at MB4234.
 17 (Deposition Exhibit No. 8 was so
 18 marked.)
 19 BY MR. FISHER:
 20 Q. Mr. Green, take a moment to review this
 21 exhibit and let me know whether you recognize it?
 22 A. I recognize it.
 23 Q. And what is it?
 24 A. It's a draft of the closing checklist.
 25 Q. And who prepared the draft checklist?

1 A. The draft was prepared by myself and
 2 Stewart Gonshorek.
 3 MS. BOMCHILL: I'd like to say for the record
 4 when we printed these out, that's why there's date of
 5 11-24-09 because we printed this out in response to
 6 your subpoena.
 7 MR. FISHER: Thank you for clarifying that.
 8 BY MR. FISHER:
 9 Q. Looking at the first page of this exhibit,
 10 you're sending it onto Ms. Braybrook who you mentioned
 11 a moment ago. What was her involvement?
 12 A. She helped with the preparation of the
 13 documents to some extent. I don't remember exactly.
 14 Q. And when you say you prepared this
 15 checklist with Mr. Gonshorek, who actually input the
 16 data into the checklist?
 17 A. That would depend on which item. So I did,
 18 I input some of the data. He also inputted some of
 19 the data.
 20 Q. And was this document prepared in Excel?
 21 A. Yes.
 22 Q. And the subject line of your e-mail in
 23 parentheses it says, 106 REG comments. Does REG refer
 24 to you?
 25 A. No.

1 Q. Does REG refer -- who does REG refer to?
 2 A. Bob Gordon. It's his initials. Those are
 3 his initials.
 4 Q. And what does that notation in the subject
 5 line indicate to you?
 6 A. I would have put that notation in after
 7 incorporating some comments that Bob gave me.
 8 Q. Did Bob Gordon review this checklist on,
 9 the draft checklist at some point prior to this
 10 October 6, 2008 e-mail?
 11 A. I don't remember that specifically.
 12 Q. Looking at the document, do you believe
 13 that to be true?
 14 A. If my notes are -- if the reason that I
 15 would usually put that sort of a note in is the case,
 16 then yes. It would indicate that he did and he gave
 17 me comments, yeah.
 18 MR. CALLAGY: And he gave me what?
 19 MR. PANARELLA: Comments.
 20 BY MR. FISHER:
 21 Q. Do you recall what Mr. Gordon's comments
 22 were on the checklist at this relatively early stage?
 23 A. No.
 24 Q. Would you turn, please, to page MB4233 of
 25 this exhibit?

1 A. Yes.
 2 Q. There's a heading there that says General
 3 Documentation and there are a few documents listed.
 4 Do you know who made those data entries to this
 5 checklist?
 6 A. I think Stewart Gonshorek entered this
 7 information. Just -- I'm sorry. Which one did you
 8 ask me about?
 9 Q. I was asking generally about this category.
 10 A. Oh, we both would have.
 11 Q. Looking at that category, is it possible
 12 for you to state which entries were made by you and
 13 which were made by Mr. Gonshorek?
 14 MS. BOMCHILL: We're looking at five, to clarify?
 15 BY MR. FISHER:
 16 Q. Yes. To clarify, we're looking at page
 17 MB4233 through MB4324.
 18 A. Based on what I can remember, I inputted
 19 what's by A, B, and C, but the detailed information
 20 about the UCCs Stewart inputted.
 21 Q. And just to be as precise as possible and
 22 make sure I understand what you're saying --
 23 A. Right.
 24 Q. -- you put in the language -- you typed in
 25 the language that says, quote, A, termination of UCCs

1 central DE filings?
 2 A. Uh-huh.
 3 Q. And Mr. Gonshorek put in all of the
 4 information that appears in italics?
 5 A. Correct. In that column. The other
 6 columns it would vary. I think, you know, Stewart put
 7 in the document number column, we both would have
 8 updated the status column, and perhaps we both would
 9 have updated the signed by and responsible party
 10 column.
 11 Q. And there's a column, looking still at
 12 MB4233. There's a column that's labeled doc number?
 13 A. Uh-huh.
 14 Q. What does that column refer to?
 15 A. It refers to the document number in the
 16 Mayer Brown internal document system.
 17 Q. And the status column. Who would update
 18 the status column?
 19 A. That one would depend. So I would or
 20 Stewart would.
 21 Q. And as of the date that this checklist was
 22 circulated which was October 6, 2008, specifically
 23 with regard to document No. 1457978.1. Do you see
 24 where I'm referring to?
 25 A. I do.

1 Q. Who indicated that the status was MB
 2 preparing?
 3 MR. CALLAGY: I'm going to object to the form of
 4 that question.
 5 BY THE WITNESS:
 6 A. Who indicated?
 7 Q. Yeah. Who filled in the status of that
 8 particular document?
 9 A. I don't remember.
 10 Q. How did it come to be that a document --
 11 withdrawn?
 12 This category, the checklist 5(a), so
 13 general documentation and the subcategory is
 14 termination of UCCs central DE filings.
 15 A. Uh-huh.
 16 Q. What are the documents listed under that
 17 subcategory? And I'm not asking you to read them.
 18 I'm just asking you to explain generally what these
 19 documents are.
 20 A. They're financing statements filed in
 21 Delaware.
 22 Q. And in connection with the closing on the
 23 unwinding of the synthetic lease transaction, were
 24 these financing statements that were identified for
 25 termination?

1 MR. CALLAGY: Objection to form.
 2 MS. BOMCHILL: I join in the objection.
 3 BY THE WITNESS:
 4 A. Identified by whom? Can you rephrase the
 5 question?
 6 Q. Sure. Let me try to be more specific;
 7 okay? Under this termination category there's a
 8 document that's described as, quote, Blanket type
 9 financing statements as to real property and related
 10 collateral located in Marion County, Indiana.
 11 Financing statement recorded on 4-12-02 as file
 12 No. 20925325.
 13 As part of the closing of the unwinding of
 14 the synthetic lease transaction, what was supposed to
 15 occur with regard to that financing statement?
 16 MR. CALLAGY: Objection to form.
 17 MS. BOMCHILL: Same objection.
 18 BY THE WITNESS:
 19 A. What was to occur? I can speak
 20 generally -- can you rephrase the question?
 21 Q. I'll try again. To close this transaction
 22 that we've been describing --
 23 A. Uh-huh.
 24 Q. -- was it necessary to terminate the
 25 financing statement that was assigned the file

1 No. 20925325?
 2 A. I don't know. I'd have to look at the
 3 documents to answer that question.
 4 Q. Does looking at that checklist indicate to
 5 you one way or the other what was supposed to occur
 6 with that financing statement?
 7 MR. CALLAGY: Objection to form.
 8 BY THE WITNESS:
 9 A. No. I'd have to review the underlying
 10 document.
 11 Q. Were there any UCCs that were required to
 12 be terminated in connection with closing the
 13 transactions we're discussing?
 14 MS. BOMCHILL: Objection to the form of the
 15 question.
 16 BY THE WITNESS:
 17 A. I don't remember anywhere that we were
 18 required or which ones.
 19 Q. I'm not asking now to tell me which ones.
 20 MS. BOMCHILL: He answered the question.
 21 BY MR. FISHER:
 22 Q. Was it necessary to file any termination
 23 statements in connection with closing on the unwinding
 24 of the synthetic lease transaction?
 25 MS. BOMCHILL: Objection to form.

1 BY THE WITNESS:
 2 A. I'd have to look at the documents to know
 3 if it was necessity to file financing statements in
 4 order to close.
 5 Q. Were any termination statements filed in
 6 connection with closing?
 7 A. Yes. Based on my memory, yes.
 8 Q. Do you know how many termination statements
 9 were filed?
 10 A. I don't. I don't remember.
 11 Q. Do you know why termination statements were
 12 filed?
 13 A. Yes.
 14 Q. Why?
 15 A. Generally, termination statements are filed
 16 to release the underlying collateral as security.
 17 Q. And in connection with the closing of this
 18 particular transaction, why was it necessary to
 19 release security interest?
 20 MS. BOMCHILL: Object to the form of the
 21 question. Mischaracterizes the witness's testimony.
 22 BY THE WITNESS:
 23 A. In this transaction, it would be in the
 24 borrower's interest to release the security interest
 25 if they paid off the loan. The security interest

1 related to the loan they're paying off.
 2 Q. Why would it be in the borrower's interest
 3 to release that security interest?
 4 A. If the borrowers paying off the loan
 5 related to the security interest, then it's in the
 6 borrower's interest to have the security be free and
 7 clear.
 8 Q. And the synthetic lease transaction was a
 9 secured transaction?
 10 MR. CALLAGY: Objection to form.
 11 BY THE WITNESS:
 12 A. To my memory, yes.
 13 Q. And in connection with unwinding the
 14 synthetic lease, termination statements were filed?
 15 MS. BOMCHILL: Asked and answered.
 16 BY THE WITNESS:
 17 A. Yeah. Based on my memory, yes.
 18 Q. And do the items listed under 5(a) on
 19 page MB4233 reflect those financing statements that
 20 were to be terminated as part of this closing?
 21 MR. CALLAGY: Objection to form.
 22 MS. BOMCHILL: Same objection.
 23 BY THE WITNESS:
 24 A. The documents under 5(a) show the financing
 25 statements that we inputted when putting together this

1 checklist.
 2 Q. And how did you select the financing
 3 statements that were inputted there?
 4 A. We received financing statements that were
 5 identified by Mike Perlowski after doing his UCC
 6 search.
 7 Q. And based on Mr. Perlowski's -- did
 8 Mr. Perlowski identify three financing statements for
 9 termination?
 10 A. I don't remember exactly, but I think there
 11 was e-mail correspondence.
 12 Q. How many financing statements are listed
 13 here on this checklist?
 14 MR. CALLAGY: Excuse me?
 15 MR. FISHER: On this checklist.
 16 MR. CALLAGY: Financing statements?
 17 MR. FISHER: I'm talking just about --
 18 MS. BOMCHILL: Just 5(a)?
 19 MR. FISHER: Just 5(a).
 20 BY THE WITNESS:
 21 A. There are three listed in 5(a).
 22 Q. And did that -- the information that's
 23 there was input by Mr. Gonshorek?
 24 A. I think so.
 25 Q. And it was based on a search performed by

1 the transaction. So I'm not exactly sure who, but I
 2 circulated it by e-mail.
 3 Q. Did you circulate a copy of this checklist
 4 to counsel for JPMorgan?
 5 MR. CALLAGY: This checklist, you're talking
 6 about Exhibit 8?
 7 MR. FISHER: Yes.
 8 BY THE WITNESS:
 9 A. I did circulate a draft of the checklist to
 10 counsel for JPMorgan. I don't know if it was the
 11 exact version that's here, but.
 12 Q. And who was counsel for JPMorgan on this
 13 transaction?
 14 A. Mardi Merjian.
 15 Q. What firm is he with?
 16 A. Simpson Thacher, I think.
 17 Q. Why did you circulate a version of this
 18 checklist to Mr. Merjian?
 19 A. I wanted to be sure -- we wanted to be sure
 20 we were on the same page about what needed to be done
 21 for closing and who was doing what.
 22 Q. You said earlier that it's in the
 23 borrower's interest to release security interests in
 24 connection with a closing such as this; is that right?
 25 A. I think I said that.

1 Mr. Perlowski?
 2 MS. BOMCHILL: Objection to the form.
 3 MR. CALLAGY: Object to the form.
 4 BY THE WITNESS:
 5 A. I think Stewart entered, you know, the
 6 financing statements listed after, you know, reviewing
 7 an e-mail from Mike.
 8 Q. The heading on the top of this page says,
 9 Closing checklist, General Motors release of
 10 properties from JPMorgan Chase synthetic lease.
 11 What was the role of JPMorgan Chase in this
 12 transaction?
 13 A. I'd have to view the documents to remember
 14 exactly, but I think that JPMorgan Chase was the lead
 15 lender and agent. Something like that. Administrator
 16 maybe.
 17 Q. This is not a memory test, and you will
 18 have a chance to see those documents. But as best you
 19 can recall now, they were an agent or --
 20 A. Administrator maybe.
 21 Q. Who else received copies of this checklist?
 22 MR. CALLAGY: Objection to form.
 23 BY THE WITNESS:
 24 A. The checklist -- I circulated the checklist
 25 to various parties during, while we were working on

1 Q. Who -- is the borrower authorized to
 2 release security interest?
 3 MS. BOMCHILL: Object to the form of the
 4 question.
 5 MR. CALLAGY: Objection to the form.
 6 BY THE WITNESS:
 7 A. I don't remember the specifics, but the
 8 documents would have, would contain what authority or
 9 rights the borrower has in a lease payoff or loan
 10 payoff.
 11 Q. I'm going to show you what's previously
 12 been marked as Exhibit 4. Focusing just on the first
 13 page of this exhibit. Do you recognize this e-mail?
 14 A. Yes.
 15 Q. What is it?
 16 A. It's an e-mail from Mike to me and, you
 17 know, from reading it, it contains financing
 18 statements. I can read through it more, but.
 19 Q. That's okay. But looking at the first
 20 number, 2, that appears in the e-mail it refers to,
 21 quote, financing statement as to equipment, fixtures,
 22 and related collateral located at certain U.S.
 23 manufacturing facilities, file No. 6416808 4. File
 24 date, November 30, 2006.
 25 Focusing on that language and turning to

1 page 1099 of this exhibit. Is page 1099 a copy of the
 2 financing statement referred to in that e-mail?
 3 A. There's a stamp on page 1099 from the UCC
 4 filing or the Department of State with the same filing
 5 number, so it looks like it is.
 6 Q. And why was Mr. Perlowski providing this
 7 information and these documents to you?
 8 MS. BOMCHILL: Object to the form of the
 9 question.
 10 BY THE WITNESS:
 11 A. I asked Mike Perlowski to run the UCC
 12 search, so it was in response to a request from me.
 13 Q. What did you do with the results of the UCC
 14 search that were transmitted to you by Mr. Perlowski?
 15 A. I don't remember exactly what I did with
 16 the results.
 17 Q. Was this information that was used in
 18 preparing the closing checklist for this transaction?
 19 MR. CALLAGY: Objection to form.
 20 BY THE WITNESS:
 21 A. Like I said, Stewart entered filing numbers
 22 so I presume, you know, he did so using information
 23 that he obtained probably from this e-mail. But
 24 that's the extent of my understanding of how the
 25 information got to the checklist.

1 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
 8 aside from Mr. Perlowski who gathered the information
 9 reviewed the information that was attached to this
 10 e-mail?
 11 MR. CALLAGY: Objection to form.
 12 BY THE WITNESS:
 13 A. Yes. I don't know exactly what other
 14 people did with the information that they got.
 15 MR. FISHER: Read back my last question, please.
 16 (Record read as requested.)
 17 MR. CALLAGY: And I have a continuing objection
 18 as to the form of that question.
 19 BY MR. FISHER:
 20 Q. Do you know who -- do you know whether
 21 anyone at Mayer Brown reviewed the information that
 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

1 as far as reviewing the financing statements. At some
 2 point I saw, I remember seeing one of the schedules
 3 from one of the financing statements.
 4 Q. If you look at MB1100, is that the schedule
 5 you recall seeing?
 6 MS. BOMCHILL: What was your number? I'm sorry.
 7 MR. FISHER: 1100.
 8 BY THE WITNESS:
 9 A. No.
 10 Q. I'm going to show you what's previously
 11 been marked as Exhibit 3. Mr. Green, looking just at
 12 the first page of this exhibit, do you know who made
 13 the markings on this document?
 14 A. No.
 15 Q. You can set that aside.
 16 A. Okay.
 17 MR. FISHER: I'm going to ask the court reporter
 18 to mark as Plaintiff's Exhibit 9 a document No. MB5452
 19 through 5465.
 20 (Deposition Exhibit No. 9 was so
 21 marked.)
 22 BY MR. FISHER:
 23 Q. You should have before you what's been
 24 marked as Plaintiff's Exhibit 9. This appears to be
 25 an e-mail from you to Stacey Braybrook and Stewart

1 Gonshorek; is that correct?
 2 A. Yes. It appears to be the case.
 3 Q. And what are you asking those two to do?
 4 A. I asked, Can you insert the doc numbers
 5 including the version number, I give an example, of
 6 your drafts into the doc number column of the attached
 7 draft checklist.
 8 Q. Okay. And if you turn to page 5463.
 9 A. Okay.
 10 Q. Were you referring in your e-mail to the
 11 column that's labeled doc number?
 12 A. Yes.
 13 Q. And the second doc number from the bottom
 14 1457978.1. Does that .1 indicate that it's the first
 15 version of that document on the system?
 16 MS. BOMCHILL: Object to the form of the
 17 question.
 18 BY THE WITNESS:
 19 A. It indicates that it's whatever's -- the
 20 information in that document is saved as the first
 21 version, you know, as indicated by the system. So you
 22 can save something. You can enter information and
 23 save it as the first version, you know, but it may --
 24 you know, you can do that over and over again and keep
 25 the document as a first version.

1 Q. Understood. So the .1 indicates that it
 2 was saved as the first version as indicated on Mayer
 3 Brown's document management system?
 4 A. Uh-huh.
 5 Q. Why was it important to you to include
 6 document numbers and versions in the checklist?
 7 MS. BOMCHILL: Objection to form.
 8 MR. CALLAGY: Objection to form.
 9 BY MR. FISHER:
 10 Q. Was it important to you to indicate
 11 document numbers and versions on this checklist?
 12 MS. BOMCHILL: Object to the form.
 13 BY THE WITNESS:
 14 A. It was important to have, you know, version
 15 numbers on the checklist.
 16 Q. And why?
 17 A. I think that given that there's a
 18 possibility that there are multiple versions, it just
 19 is more specific as to which one should be referenced
 20 or is referenced, which version.
 21 Q. And that's important to make sure that you
 22 use the correct document for closing?
 23 MS. BOMCHILL: Object to the form.
 24 BY THE WITNESS:
 25 A. Well, it depends at what point we're at in

1 the transaction. So it could be important for the
 2 correct document at closing or so we know which draft
 3 we're talking about. It depends.
 4 Q. So it's just a way to track the documents
 5 that will be needed at closing?
 6 MR. CALLAGY: Objection to form.
 7 MR. FISHER: Withdrawn.
 8 BY MR. FISHER:
 9 Q. It says -- focusing on that, again, second
 10 entry from the bottom, document No. 1457978.1. Next
 11 to status it says, Draft circulated by MB on 10-15-08.
 12 This e-mail that appears at the first page of this
 13 exhibit is dated October 14. Do you know what
 14 accounts for that discrepancy?
 15 MR. CALLAGY: Objection to form.
 16 BY THE WITNESS:
 17 A. I don't remember why there's that
 18 discrepancy.
 19 MR. FISHER: Okay. I'll ask the court reporter
 20 to mark as Plaintiff's Exhibit 10 a document numbered
 21 MB5592 through 5599.
 22 (Deposition Exhibit No. 10 was so
 23 marked.)
 24 BY MR. FISHER:
 25 Q. Mr. Green, is Plaintiff's Exhibit 10 an

1 e-mail that you authored?
 2 A. Yes.
 3 Q. And to whom did you send it?
 4 A. I sent this e-mail to a Arun Sundaram and
 5 Timothy (inaudible).
 6 Q. In who are they?
 7 A. They're both with GM.
 8 Q. And what did you send them?
 9 A. It says I sent -- you know, I attached a
 10 checklist.
 11 Q. Why did you send it to them?
 12 A. I sent them the checklist so that they were
 13 aware of how the transaction was progressing to keep
 14 them in the loop.
 15 Q. Were they your primary client contacts at
 16 GM on this transaction?
 17 A. Yes. They were. They were among the
 18 primary contacts.
 19 Q. Do you recall ever receiving any
 20 corrections from them to the checklist that you, the
 21 closing checklist that you circulated?
 22 A. No.
 23 MR. FISHER: I'll ask the court reporter to
 24 please mark as Plaintiff's Exhibit 11 a document
 25 numbered MB5602.

1 (Deposition Exhibit No. 11 was so
 2 marked.)
 3 BY MR. FISHER:
 4 Q. Mr. Green, my apologies. Before we look at
 5 11, just turn back for a moment to Plaintiff's
 6 Exhibit 10.
 7 A. Okay.
 8 Q. The second sentence of your e-mail says,
 9 quote, I plan on sending draft documents to counsel
 10 for the trustee and the administrative agent shortly,
 11 close quote. Who was counsel for the administrative
 12 agent?
 13 A. JPMorgan. I'm sorry. Mardi Merjian.
 14 Q. And JPMorgan was the administrative agent?
 15 A. Yes.
 16 Q. And does that refresh your recollection as
 17 to what role JPMorgan had in this transaction?
 18 A. Assuming that I'm correct here, then I
 19 think so.
 20 Q. Who was counsel for the trustee?
 21 A. I don't remember.
 22 Q. And when you refer to, in this e-mail to
 23 JPMorgan as administrative agent, do you assume that
 24 you were correct?
 25 A. I'm probably correct.

1 Q. You can turn now to what we've marked as
 2 Plaintiff's Exhibit 11.
 3 A. Okay.
 4 Q. The second e-mail communication here
 5 appears to be a communication from Mr. Sunderom to you
 6 and he writes, quote, I took a quick look and it looks
 7 good. Please send it across. I will also reach out
 8 to JPM, close quote. Do you remember receiving this
 9 e-mail?
 10 A. No.
 11 Q. Do you have any reason to doubt you
 12 received it?
 13 A. No.
 14 Q. Did Mr. Sunderom to your knowledge reach
 15 out to JPM?
 16 A. I don't remember.
 17 Q. And JPM refers to JPMorgan?
 18 A. I think that's what he's referring to.
 19 Q. Do you have any understanding as to why he
 20 would say he would reach out to JPMorgan?
 21 MS. BOMCHILL: Objection to form.
 22 BY THE WITNESS:
 23 A. I think he'd reach out to the business
 24 people.
 25 Q. And when he says it looks good, do you

1 understand him to be referring to the checklist you
 2 circulated?
 3 A. You know, reading this e-mail, it looks
 4 like that's what he's replying to, but I don't
 5 remember if there was any other, anything else that he
 6 could be referring to. I don't exactly remember what
 7 he's referring to.
 8 Q. Looking at the exchange below and just
 9 reading that to yourself, based on that, does it
 10 appear to you that when he says it looks good, he's
 11 referring to the checklist that you forwarded to him?
 12 MS. BOMCHILL: Objection to form.
 13 BY THE WITNESS:
 14 A. Unless there's something else that I don't
 15 remember, based on what I'm looking at right now, the
 16 e-mail string, it looks like that's what he's
 17 referring to.
 18 Q. And when you respond to him and say, Will
 19 do, what are you representing that you will do?
 20 A. I think that.
 21 MS. BOMCHILL: I think we should try to clarify
 22 again whether you're testifying from your knowledge or
 23 from the document. When he asks the question, let's
 24 do them in order. What you remember and what you
 25 think the document says.

1 BY THE WITNESS:
 2 A. I don't remember. But looking at this, he
 3 asks me to send it across, so I would guess that my
 4 will do is in response to please send it across.
 5 Q. And did you in fact send it across?
 6 A. I did send the checklist to Mardi Merjian.
 7 MR. FISHER: I'll ask the court reporter to mark
 8 as Plaintiff's Exhibit 12 a document numbered JPM906
 9 through 908.
 10 (Deposition Exhibit No. 12 was so
 11 marked.)
 12 MR. FISHER: Let's just go off the record for
 13 just one moment.
 14 (A short break was had.)
 15 BY MR. FISHER:
 16 Q. You should have before you what's been
 17 marked as Plaintiff's Exhibit 12 which is a document
 18 numbered JPM-CB906 through 908. Focusing on the first
 19 page, have you seen that page before?
 20 A. I don't remember. I may have seen this.
 21 It's like --
 22 Q. And you're listed as a cc on this e-mail.
 23 Is that your correct e-mail on that address?
 24 A. Yes.
 25 Q. Is there any reason to believe you did not

1 receive this e-mail?
 2 A. No.
 3 Q. Who appears to be the center of this
 4 e-mail?
 5 A. Arun Sundaram.
 6 Q. The recipient is identified as Richard
 7 Duker. Do you know who Mr. Duker is?
 8 A. At the time of the transaction he was with
 9 JPMorgan.
 10 Q. And in connection with unwinding the lease
 11 transaction, did you have any interactions with
 12 Mr. Duker?
 13 A. I do not remember interacting with him
 14 directly.
 15 Q. So when you needed something from JPMorgan,
 16 did you go through counsel?
 17 MR. CALLAGY: Objection to form.
 18 MS. BOMCHILL: Listen to his question.
 19 BY MR. FISHER:
 20 Q. When you needed something from JPMorgan,
 21 did you go through counsel?
 22 MR. CALLAGY: Objection to form.
 23 BY THE WITNESS:
 24 A. I understood that Mardi Merjian, JPMorgan's
 25 counsel, was their counsel. So with respect to the

1 document drafts, I would send them to, you know,
 2 counsel to review.
 3 Q. In looking at the attachment to this
 4 e-mail, does that appear to be a version of the
 5 checklist that was prepared by you and Mr. Gonshorek?
 6 A. Yes.
 7 Q. And at any point in time did you ever learn
 8 that Mr. Duker had any comments or corrections to the
 9 checklist?
 10 A. I don't remember.
 11 Q. Would you turn, please, to the second to
 12 last page of this exhibit and focusing on
 13 category 5(a), did Mr. Duker either directly or
 14 through counsel ever communicate any corrections to
 15 you of that portion of the checklist?
 16 MR. CALLAGY: Objection to form.
 17 MS. BOMCHILL: Objection to form.
 18 BY THE WITNESS:
 19 A. I don't remember.
 20 Q. Is there some document that you could look
 21 at that would refresh -- that you're aware of that
 22 refresh your recollection as to whether Mr. Duker
 23 either directly or through counsel ever communicated
 24 any correction to that section of the checklist?
 25 MS. BOMCHILL: Same objection.

1 BY THE WITNESS:
 2 A. I don't know of any such document.
 3 Q. Now, not limiting the question to
 4 Mr. Duker, did anyone at JPMorgan either directly or
 5 through counsel ever communicate to you any correction
 6 to section 5(a) of this checklist?
 7 MR. CALLAGY: Objection to form.
 8 MS. BOMCHILL: Same objection.
 9 BY THE WITNESS:
 10 A. I don't remember.
 11 Q. If they did communicate such a correction,
 12 would you have some record of it?
 13 MR. CALLAGY: Objection to form.
 14 MS. BOMCHILL: Same objection.
 15 BY THE WITNESS:
 16 A. If JPMorgan -- I'm sorry. If Mardi Merjian
 17 sent me any comments to the checklist?
 18 MS. BOMCHILL: If you want to hear the question
 19 again, let her read the question.
 20 MR. FISHER: The witness was in the middle of an
 21 answer.
 22 MS. BOMCHILL: Well, you know, he was asking you
 23 a question. He was summarizing the question.
 24 MR. FISHER: That wasn't my understanding.
 25 THE WITNESS: Can I hear the question again?

1 (Record read as requested.)
 2 BY THE WITNESS:
 3 A. It depends.
 4 Q. Sitting here today, are you aware of any
 5 document that indicates any correction to the
 6 checklist at all that was communicated to you by
 7 JPMorgan or its counsel?
 8 MR. CALLAGY: Objection to form.
 9 BY THE WITNESS:
 10 A. I don't remember.
 11 Q. You don't remember whether you ever
 12 received any written -- withdrawn.
 13 I'll ask the court reporter to mark as
 14 Plaintiff's Exhibit 13 a document numbered
 15 JPM-CB-STB72 through 77.
 16 (Deposition Exhibit No. 13 was so
 17 marked.)
 18 BY MR. FISHER:
 19 Q. Mr. Green, do you recognize this document?
 20 A. Yes.
 21 Q. What is it?
 22 A. It looks like an e-mail from me to Mardi
 23 Merjian and Glen.
 24 Q. Who is Glenn?
 25 A. I think it's Glenn Kenton with RLF.

1 Q. What was his role in this transaction?
 2 A. I think RLF was counsel for the trustee.
 3 Q. And on October 15, 2008, when you sent this
 4 e-mail, why did you send it to Mr. Merjian?
 5 A. Well, in this e-mail I'm reading, it looks
 6 like I attached the checklist. And I would have sent
 7 the checklist so that Mardi was aware of which
 8 documents were involved with the closing from our
 9 perspective and so that he was updated as to the
 10 status of the drafts.
 11 MR. FISHER: Okay. I'm going to ask the court
 12 reporter to mark as Plaintiff's Exhibit 14 a document
 13 numbered JPM-CB-STB184, 185, and then the third page
 14 is 206.
 15 (Deposition Exhibit No. 14 was so
 16 marked.)
 17 MR. FISHER: Can we just stay off the record for
 18 a minute.
 19 (Discussion off the record.)
 20 (Deposition Exhibit No. 15 was so
 21 marked.)
 22 BY MR. FISHER:
 23 Q. So Mr. Green, you have Plaintiff's
 24 Exhibit 15 in front of you. Do you recognize that
 25 document?

1 A. It looks like an e-mail from me to Mardi
 2 Merjian and Michael Ledyard.
 3 Q. Do you have any reason to doubt that you
 4 sent this e-mail?
 5 A. No.
 6 Q. And what do you reference as the
 7 attachments to this e-mail?
 8 MS. BOMCHILL: Again, you're asking him what the
 9 document says or are you asking him what he remembers,
 10 just so we're clear.
 11 MR. FISHER: What the document says.
 12 BY THE WITNESS:
 13 A. The document says that I attached an
 14 updated checklist and drafts of the closing documents,
 15 except the deeds and title affidavits.
 16 Q. And if you turn to page 206 of Plaintiff's
 17 Exhibit 15, was that page among the draft closing
 18 documents sent to Mr. Merjian?
 19 A. I don't know, but looking at the e-mail and
 20 the exhibit that I got in front of me assuming is what
 21 it was attached to the e-mail that I actually sent it
 22 looks to be that way in looking at it.
 23 Q. And looking at page 206, do you know who
 24 prepared that document? That page?
 25 A. This appears to be a financing statement

1 checklist the corresponding document number to the
 2 third referenced UCC is 1457978.1. The document
 3 number referenced on the UCC financing statement in
 4 Exhibit 15 on page 206 is 1457978. So they appear to
 5 be the same number except for the version number.
 6 Q. And you said Mr. Gonshorek to the best of
 7 your knowledge prepared this page. Did you review the
 8 closing documents prepared by Mr. Gonshorek?
 9 A. Yes. I reviewed the draft documents that
 10 Stewart prepared, uh-huh.
 11 Q. Would that include this page 206?
 12 A. Yes.
 13 Q. And did you copy Mr. Gordon on this e-mail
 14 to Mr. Merjian?
 15 MS. BOMCHILL: Could you refer to what you're
 16 referring to?
 17 MR. FISHER: I'm sorry. I'm sure it's confusing.
 18 I'm referring to Plaintiff's Exhibit 15.
 19 BY THE WITNESS:
 20 A. It looks like, yeah, Robert Gordon is cc'd
 21 on the e-mail.
 22 MR. FISHER: Can I ask the court reporter to
 23 mark -- this will be the last exhibit we mark before
 24 lunch. I'll ask the court reporter to mark as
 25 Plaintiff's Exhibit 15.

1 amendment that's a termination. Based on my memory,
 2 Stewart prepared UCC terminations so I think Stewart
 3 prepared this.
 4 Q. And at the bottom on the last line of this
 5 page there's a document number. Is that the Mayer
 6 Brown document management system number that relates
 7 to this document?
 8 A. I don't remember exactly what the document
 9 number on the Mayer Brown system is, so I don't know.
 10 But -- so I don't know.
 11 Q. Does that number tie to the number that
 12 this document was assigned on the closing checklist
 13 that you prepared?
 14 A. I don't remember the number on the
 15 checklist, but I could confirm if I saw a copy of the
 16 checklist.
 17 Q. Why don't you do that, please. You should
 18 have a version of the checklist with document numbers
 19 in front of you as Plaintiff's Exhibit 9. You may
 20 have forgotten the question.
 21 Would you please read back the question.
 22 (Record read as requested.)
 23 BY THE WITNESS:
 24 A. I'm comparing the checklist attached to
 25 Exhibit 9 and in section 7(a) on this attached

1 MS. BOMCHILL: 16.
 2 MR. FISHER: 16. Plaintiff's Exhibit 16 is a
 3 two-page document numbered JPM-CB-STB366 through 367.
 4 (Deposition Exhibit No. 16 was so
 5 marked.)
 6 BY MR. FISHER:
 7 Q. Mr. Green, is this Mr. Merjian's response
 8 to what's been marked as Plaintiff's Exhibit 15?
 9 MS. BOMCHILL: Object to the form.
 10 BY THE WITNESS:
 11 A. It's Exhibit 16, and in looking at the
 12 e-mail that's in front of me, the e-mail string, you
 13 know, it appears that this is in response to my e-mail
 14 from October 15th where I sent the updated checklist
 15 and the draft closing documents.
 16 Q. When Mr. Merjian writes, quote, Nice job on
 17 the documents, close quote, do you have an
 18 understanding as to what documents he was referring
 19 to?
 20 A. Can you rephrase the question?
 21 Q. Yes. Looking at Plaintiff's Exhibit 16 and
 22 Mr. Merjian's comment, quote, Nice job on the
 23 documents, close quote?
 24 A. Uh-huh.
 25 Q. What is your understanding as to what

1 documents Mr. Merjian is referring to?
 2 A. Based on looking at the e-mail string now,
 3 it looks like, you know, he's referring to the
 4 documents I sent him in my e-mail from the 15th.
 5 That's the prior e-mail in the e-mail string.
 6 Q. And is that the e-mail and attachments
 7 that's been marked as Plaintiff's Exhibit 15?
 8 A. It looks from looking at Exhibit 15, just
 9 comparing the date and time and the content of the
 10 e-mail that's lower in the string from Exhibit 16, it
 11 looks like that e-mail is the prior e-mail. You know,
 12 the one that came before the one Mardi sent on the
 13 Friday, October 17th.
 14 Q. So it looks like to you that that's
 15 Mr. Merjian's response to your e-mail which is marked
 16 as Plaintiff's Exhibit 15. I think that's what you
 17 said. I'm trying to make sure I understood you.
 18 A. Uh-huh. Based on my review of the exhibit,
 19 it looks like Mardi, the e-mail he sent on the 17th is
 20 in response to the e-mail I sent on the 15th.
 21 MR. FISHER: If it works for everyone else, this
 22 would be a good time to break for lunch.
 23 (A short break was had.)
 24 MR. FISHER: I'll ask the court reporter to mark
 25 as Plaintiff's Exhibit 17 a document that begins at

1 page MB5 and concludes at MB18.
 2 (Deposition Exhibit No. 17 was so
 3 marked.)
 4 BY MR. FISHER:
 5 Q. Mr. Green, please have a look at
 6 Plaintiff's Exhibit 17 and describe what this document
 7 is?
 8 A. From looking at it, it looks like an e-mail
 9 from me to Mardi Merjian and Michael Ledyard attaching
 10 drafts of deeds and updated checklist.
 11 Q. Did you cc Mr. Gordon on this e-mail as
 12 well as Stewart Gonshorek?
 13 A. Yes, I did.
 14 Q. And look at page MB17. Do you continue to
 15 reference financing statement file No. 6416808 4 on
 16 your exhibit?
 17 A. Yes. That financing statement is
 18 referenced in 7(a).
 19 Q. Did Mr. Merjian ever tell you that that
 20 financing statement was referenced in error on the
 21 checklist?
 22 A. I don't remember.
 23 Q. Do you think he told you and you don't
 24 remember?
 25 A. Can you rephrase the question?

1 Q. Yes. Did Mr. Merjian ever tell you that
 2 financing statement file No. 6416808 4 should not be
 3 listed on the closing checklist?
 4 A. I don't remember Mardi Merjian telling me
 5 that the financing statement references 6416808 4
 6 shouldn't be on the checklist.
 7 Q. During the period through and including the
 8 closing on this transaction, did anyone ever tell you
 9 that that financing statement should not be referenced
 10 on the closing checklist?
 11 MS. BOMCHILL: I'm sorry. Could I hear the
 12 question back again.
 13 (Record read as requested.)
 14 BY THE WITNESS:
 15 A. I don't remember anyone telling me that
 16 that financing statement 6416808 4 should not be
 17 referenced on the checklist.
 18 Q. If someone had told you that, is that
 19 something you would remember?
 20 MS. BOMCHILL: Objection to the form of the
 21 question.
 22 BY THE WITNESS:
 23 A. Can you rephrase?
 24 Q. If Mr. Merjian told you that the financing
 25 statement No. 6416808 4 should not be terminated in

1 connection with this transaction, would you have taken
 2 any action?
 3 MR. CALLAGY: Objection to form.
 4 MS. BOMCHILL: Same.
 5 BY THE WITNESS:
 6 A. Can you rephrase the question?
 7 Q. Yes. If prior to the closing of this
 8 transaction Mr. Merjian had told you that there was a
 9 financing statement that had been listed in error,
 10 would you have done anything with that information?
 11 MR. CALLAGY: Objection to form.
 12 MS. BOMCHILL: Objection.
 13 BY THE WITNESS:
 14 A. Yes, I would have done something.
 15 Q. What would you have done?
 16 A. If Mardi Merjian had told me that 6416808 4
 17 was referenced in error, among things that I would
 18 have done would have been to analyze whether it was
 19 referenced in error.
 20 Q. Was it your understanding that Mr. Merjian
 21 had to sign off on the termination of UCC financing
 22 statements in connection with this transaction?
 23 MR. CALLAGY: Objection to form.
 24 BY THE WITNESS:
 25 A. It was my understanding that I should

1 circulate drafts of the documents to Mardi Merjian to
 2 review.
 3 Q. And if Mr. Merjian had said, Don't file a
 4 reference to a termination statement on the closing
 5 checklist, could you as GM's counsel proceed to,
 6 nonetheless, file that?
 7 MR. CALLAGY: Objection to form.
 8 BY THE WITNESS:
 9 A. I don't know. I'd have to review the
 10 underlying documents.
 11 Q. No one -- did anyone ever tell you don't
 12 file a termination for financing statement file
 13 6416808 4?
 14 A. I don't remember anyone telling me not to
 15 file the termination related to 61 -- 6416808 4.
 16 MS. BOMCHILL: Just let the record reflect that
 17 he's reading the number off the document.
 18 BY MR. FISHER:
 19 Q. This Plaintiff's Exhibit 17 is copied to
 20 Mr. Gordon. What was Mr. Gordon's role in unwinding
 21 the lease?
 22 MS. BOMCHILL: Object to the form.
 23 BY THE WITNESS:
 24 A. Bob Gordon was the partner that I was
 25 working with in representing GM to accomplish the

1 unwind.
 2 Q. And what was your understanding of what his
 3 responsibilities were with respect to that
 4 transaction?
 5 A. I understood that he was supervising me
 6 as -- you know, supervising me in the preparation of
 7 documents related to the unwind.
 8 Q. And were there tasks in connection with the
 9 unwind that were performed by Mr. Gordon?
 10 A. I don't remember Bob performing any
 11 specific tasks.
 12 MR. FISHER: I'll ask the court reporter to mark
 13 as Plaintiff's Exhibit 18 a one-page document numbered
 14 MB4295.
 15 (Deposition Exhibit No. 18 was so
 16 marked.)
 17 BY MR. FISHER:
 18 Q. Mr. Green, you will see that the second
 19 e-mail in this string is an e-mail from Ms. Romick to
 20 you dated October 23, 2008. And it states, quote,
 21 Hi, are you working on this? Thanks, close quote.
 22 Does this refer to the unwinding of the synthetic
 23 lease?
 24 A. Based on my review of this e-mail string,
 25 it looks like I understood, you know, Jamie's e-mail

1 to me that you just referenced as referring to the
 2 unwind, yes.
 3 Q. And you responded by letting Ms. Romick
 4 know that you were working on this?
 5 A. I didn't use those words, but based on what
 6 I said, I think, you know, that's what I was
 7 communicating that, yes, I'm working on this.
 8 Q. And you also wrote, quote, Mardi has
 9 reviewed the docs, close quote. Did you write that?
 10 A. Based on my review of the e-mail, it looks
 11 like I wrote that.
 12 Q. And you have no reason to doubt that you
 13 wrote that?
 14 A. Correct.
 15 Q. And Mardi there is referring to
 16 Mr. Merjian?
 17 A. Yes.
 18 Q. And what is the docs referring to?
 19 A. I think I would have used the docs to refer
 20 to the documents related to the transaction.
 21 Q. And would that include the checklist --
 22 withdrawn.
 23 I'll ask the court reporter to mark as
 24 Plaintiff's Exhibit 19 a document numbered
 25 JPM-CB-STB427 through 437.

1 (Deposition Exhibit No. 19 was so
 2 marked.)
 3 BY MR. FISHER:
 4 Q. Mr. Green, feel free to take your time
 5 reviewing this. My question after you've had a chance
 6 to review it is: Did you prepare draft escrow
 7 instructions in connection with the closing of this
 8 transaction?
 9 A. Yes.
 10 Q. I see you can answer that without reference
 11 to the document. That's fine. Does this Plaintiff's
 12 Exhibit 19 contain a copy of the draft escrow
 13 instructions that you prepared?
 14 A. It appears from my review of the Exhibit 19
 15 that does contain a draft of the escrow instructions
 16 that I prepared.
 17 Q. And generally speaking, what was the
 18 purpose of having escrow instructions as part of
 19 closing this transaction?
 20 MS. BOMCHILL: Object to the form of the
 21 question.
 22 BY THE WITNESS:
 23 A. Generally escrow instructions would -- by
 24 having the various parties sign off on escrow
 25 instructions, it would confirm that we were on the

1 same page, we meaning the representatives of the
2 parties, about what would happen at closing.
3 Q. And if you turn to page 436 of Exhibit 19,
4 you prepared a signature line for Mr. Merjian. Did
5 you want to ensure that Mr. Merjian was on the same
6 page with respect to the steps that were necessary for
7 closing?

8 MR. CALLAGY: Objection to form.

9 BY THE WITNESS:

10 A. I wanted to make sure Mardi Merjian, you
11 know, the attorney, understood or -- yeah, that we
12 were on the same page about what would happen at
13 closing.

14 Q. And who actually typed up these escrow
15 instructions?

16 A. I don't remember.

17 Q. Who were the candidates?

18 A. It's possible that I did. I guess it's
19 possible that, you know, Stacey or Stewart typed them,
20 but it's -- yeah.

21 Q. To your knowledge, is there some way to
22 look at the electronic history of this document to
23 determine who did the data input?

24 A. I don't know for sure.

25 Q. You transmitted these draft escrow

1 instructions to Mr. Merjian?

2 A. Looking at the Exhibit 19, it looks like I
3 did send the draft escrow instructions to Mardi
4 Merjian.

5 MR. FISHER: I'll ask the court reporter to mark
6 as Plaintiff's Exhibit 20 a document numbered
7 JPM-CB-STB452 through 454.

8 (Deposition Exhibit No. 20 was so
9 marked.)

10 BY MR. FISHER:

11 Q. Mr. Green, did you get any feedback from
12 Mr. Merjian with respect to the draft escrow
13 instructions?

14 A. I can't recall, but looking at the
15 Exhibit No. 20, it looks like based on this e-mail
16 string I did.

17 Q. And referring to the top part of this
18 e-mail where Mr. Merjian writes, quote, It was fine,
19 close quote. Do you recall receiving that e-mail from
20 Mr. Merjian?

21 A. I don't recall.

22 Q. Do you have any reason to doubt you
23 received it?

24 A. No.

25 Q. If Mr. Merjian had any problems or

1 corrections he wished to make to the escrow letter,
2 what would you have done?

3 MR. CALLAGY: Objection to form.

4 BY THE WITNESS:

5 A. If I received any comments from Mardi
6 regarding the escrow letter, I would have discussed
7 them with him or considered them.

8 Q. Turning to page 453 which is the second
9 page of this exhibit, there's an e-mail from
10 Mr. Duker. And you're not a direct cc on this e-mail,
11 but do you remember having seen this e-mail?

12 MS. BOMCHILL: He's not an indirect either.

13 MR. FISHER: He is in the sense that the e-mail
14 was forwarded to him.

15 BY THE WITNESS:

16 A. What was the question?

17 Q. Do you recall having seen this e-mail from
18 Mr. Duker to Mr. Merjian before today?

19 A. No, I don't recall.

20 Q. Do you have any recollection of Mr. Duker
21 ever transmitting to you any comments regarding the
22 draft escrow letter that you had prepared?

23 A. No.

24 MR. FISHER: I'll ask the court reporter to mark
25 as Exhibit 21 a document numbered JPM-CB-STB885

1 through 887 and as Exhibit 22 a document numbered MB24
2 through MB30.

3 (Deposition Exhibit No. 21 and 22
4 was so marked.)

5 BY MR. FISHER:

6 Q. Mr. Green, did Mr. Merjian sign the draft
7 escrow instructions that you had prepared?

8 A. I remember that he signed them.

9 Q. And in looking at the second page of --
10 rather, looking at page 887 of Exhibit 21, is it your
11 understanding that that's Mr. Merjian's signature?

12 A. Looking at this exhibit, I see a signature
13 that looks to me like it says Mardi R. Merjian on the
14 line above Mardi Merjian's name.

15 Q. And do you know whether Mr. Ledyard who's
16 listed as attorney for the trustee ever signed these
17 instructions?

18 A. Yeah. I remember that had he signed them.

19 Q. In looking at Exhibit 22, the last page of
20 that exhibit, does that look to you to be
21 Mr. Ledyard's signature on the draft escrow
22 instructions?

23 A. I think I understood this to be a signature
24 based on my review of the document and my memory that
25 this was Michael Ledyard's signature.

1 Q. And so sitting here today, it's your
 2 understanding that the escrow instructions were fully
 3 executed?
 4 A. Yes, that's my understanding. In looking
 5 at this exhibit, I don't see a signature for the title
 6 company. And based on my memory, they would have had
 7 to sign this, too, for it to be fully executed.
 8 MS. BOMCHILL: Is there another page to this
 9 exhibit?
 10 MR. FISHER: Katie tells me that there is.
 11 (Discussion off the record.)
 12 MR. FISHER: I'll ask the court reporter to mark
 13 as Plaintiff's Exhibit 23 a two-page exhibit numbered
 14 891 and 893.
 15 MS. BOMCHILL: From JPMorgan.
 16 MR. FISHER: Yes. It's JPM-CB-STB891 and then
 17 there's a page 893.
 18 (Deposition Exhibit No. 23 was so
 19 marked.)
 20 BY MR. FISHER:
 21 Q. Mr. Green, is Plaintiff's Exhibit 23
 22 Mr. Wineman's signature on behalf of the title
 23 company -- Why don't we let Mr. Callagy and
 24 Mr. Panarella look at this before you testify.
 25 (Discussion off the record.)

1 MR. FISHER: I'll withdraw the last question.
 2 BY MR. FISHER:
 3 Q. Mr. Green, looking at page 893, is it your
 4 understanding that that is Mr. Wineman's signature on
 5 behalf of the title company?
 6 A. Based on -- yes. Based on my review of
 7 Exhibit 23, it looks like this is the signature of
 8 Bill Wineman from LandAmerica, the title company.
 9 Q. And I'm going to hand you what's previously
 10 been marked as Exhibit 5. Do you recognize that
 11 document?
 12 A. Yes. I recognize -- I see that this
 13 document, you know, is a UCC financing statement
 14 termination that's been stamped.
 15 Q. Have you seen this document before today?
 16 A. I don't remember. I don't recall.
 17 Q. Do you know whether this document was filed
 18 with the Secretary of State of Delaware?
 19 A. I assume that it was filed based on the
 20 stamp that appears.
 21 Q. Do you know who prepared this document?
 22 A. I think this document was prepared by
 23 Stewart Gonshorek.
 24 MS. BOMCHILL: You mean with the stamp or without
 25 the stamp?

1 BY THE WITNESS:
 2 A. Without the stamp.
 3 MS. BOMCHILL: I wasn't asking you the question.
 4 MR. FISHER: I appreciate the clarification.
 5 BY MR. FISHER:
 6 Q. So Mr. Gonshorek -- just to clarify,
 7 Mr. Gonshorek prepared this document without the
 8 stamp. How did it then acquire the stamp?
 9 MR. CALLAGY: Objection to the form.
 10 BY MR. FISHER:
 11 Q. Another way of asking the same question, do
 12 you know how this came to be file stamped?
 13 A. I can assume, but I don't know.
 14 Q. What's your assumption about how it was
 15 filed? How it came to be filed?
 16 A. Generally in order for a financing
 17 statement amendment to get a stamp, it would have to
 18 be filed.
 19 Q. And who does the filing? On this
 20 transaction who did the filing?
 21 A. I understood that Stewart would file the
 22 financing statement.
 23 Q. So you assume that Mr. Gonshorek filed
 24 this?
 25 MS. BOMCHILL: Objection to the form of the

1 question.
 2 BY MR. FISHER:
 3 Q. Mr. Green, you said you understood that
 4 Stewart would file it, and I'm just trying to
 5 understand to the best of your knowledge who did file
 6 it.
 7 MS. BOMCHILL: I think he already testified.
 8 BY THE WITNESS:
 9 A. I think Stewart Gonshorek would have filed
 10 this.
 11 Q. And do you recognize this to be a
 12 termination statement?
 13 A. Yes. I see that termination is marked.
 14 Q. And I'm not asking you to offer any legal
 15 conclusions. On its face, what does it purport to
 16 terminate?
 17 A. Looking at the document, Exhibit 5, there's
 18 an initial financing statement that's referenced in
 19 1(a). I think it would terminate that initial
 20 financing statement.
 21 Q. And line No. 2, there's a check next to a
 22 box that says termination, do you see that?
 23 A. Yes.
 24 Q. Was it Mr. Gonshorek who checked that box?
 25 A. I don't know.

1 Q. Looking at the file stamp -- forget the
 2 document. Was this document filed to your knowledge?
 3 MS. BOMCHILL: That's been asked and answered.
 4 BY THE WITNESS:
 5 A. Can you rephrase?
 6 Q. Yeah. Was Plaintiff's Exhibit 5, was it
 7 filed?
 8 A. Can you rephrase the question?
 9 Q. Was Plaintiff's Exhibit 5 transmitted to
 10 the Delaware Department of State for filing?
 11 A. Without looking at the exhibit I don't know
 12 if it was filed.
 13 Q. And looking at the exhibit do you know
 14 whether it was filed?
 15 A. Looking at the exhibit I see a stamp that
 16 suggests that it was filed with the Department of
 17 State, the Delaware Department of State.
 18 Q. And do you have any reason to doubt the
 19 authenticity of that filing stamp?
 20 A. No.
 21 Q. Was Mr. Merjian made aware that this
 22 termination statement was going to be filed?
 23 A. The underlying financing statement was
 24 referenced on the checklist which I sent to Mardi
 25 Merjian.

1 Q. And does that fact lead you to conclude one
 2 way or the other whether Mr. Merjian knew that this
 3 was going to be filed?
 4 MR. CALLAGY: Objection to the form.
 5 BY THE WITNESS:
 6 A. I don't know.
 7 Q. I asked you whether Mr. Merjian knew that
 8 this was going to be filed, and in response you told
 9 me that the referenced financing statement was listed
 10 on the closing checklist that was transmitted to
 11 Mr. Merjian. And I'm trying to understand what your
 12 relationship to your answer is to my question?
 13 A. Okay.
 14 MR. CALLAGY: So what's the question?
 15 MS. BOMCHILL: What is the question?
 16 BY MR. FISHER:
 17 Q. Would the witness explain the relationship
 18 of his answer that the referenced financing statement
 19 was on the closing checklist to my question which is
 20 was Mr. Merjian made aware that this was going to be
 21 filed?
 22 MR. CALLAGY: Objection to the form.
 23 BY THE WITNESS:
 24 A. I don't know what Mardi Merjian knew and
 25 what he was aware of.

1 Q. Is that because you don't know whether or
 2 not Mr. Merjian read what you sent him?
 3 A. I don't know. I don't know whether Mardi
 4 Merjian read what I sent to him.
 5 Q. If Mr. Merjian had looked at the closing
 6 checklist that you had sent him, would that have been
 7 sufficient information for him to know that that
 8 termination statement would be filed with respect to
 9 financing statement 6416808 4?
 10 MR. CALLAGY: Objection to form.
 11 BY THE WITNESS:
 12 A. I don't know.
 13 Q. Did you make any efforts to let Mr. Merjian
 14 know that you intended to file this termination
 15 statement?
 16 MR. CALLAGY: Objection to form.
 17 MS. BOMCHILL: Objection to form. Other than
 18 what he's testified to today or do you want him to go
 19 through his testimony?
 20 MR. FISHER: No. I'll withdraw the question.
 21 Just give us a moment.
 22 (Brief pause.)
 23 BY MR. FISHER:
 24 Q. Mr. Green, did you send Mr. Merjian a draft
 25 version of what became the termination statement

1 that's been marked as Plaintiff's Exhibit 5?
 2 A. Yes, I think so.
 3 Q. And is that the -- is that the draft
 4 termination statement that appears at page 206 as
 5 what's been marked as Plaintiff's Exhibit 15?
 6 A. Based on my review of Exhibit 15 and page
 7 206, it looks like it is.
 8 Q. Thank you, you can put that aside. Did
 9 there come a point in time when you learned that
 10 Plaintiff's Exhibit 5 was filed by mistake?
 11 MR. CALLAGY: Objection to form.
 12 BY THE WITNESS:
 13 A. Yes. That point in time came.
 14 Q. When was it that you first learned that
 15 Plaintiff's Exhibit 5 was filed by mistake?
 16 A. Sometime in June.
 17 Q. June of 2009?
 18 A. Yes.
 19 Q. I guess that's the only June since the
 20 transaction closed?
 21 A. Uh-huh.
 22 Q. How did that first come to your attention?
 23 A. I first knew that there was a concern about
 24 the UCC filing -- did you say how? I'm sorry.
 25 Q. Yeah. How did it first come to your

1 attention?
 2 A. By getting a call from Bob Gordon.
 3 Q. What did Mr. Gordon tell you?
 4 A. I don't remember exactly.
 5 Q. In substance as best you can what did he
 6 tell you?
 7 A. He told me that he had gotten a call from
 8 someone with a concern about the UCC and asked me to
 9 gather my files for a meeting.
 10 Q. And at the time of this conversation --
 11 forget that whole prelude to my question.
 12 Who did Mr. Gordon tell you had called him
 13 about this UCC filing?
 14 A. I don't remember.
 15 Q. What did Mr. Gordon tell you about what the
 16 expressed concern was about this UCC filing?
 17 MS. BOMCHILL: Again, you're limiting your
 18 question to that telephone call; right?
 19 MR. FISHER: Yes.
 20 BY MR. FISHER:
 21 Q. Was it a telephone call with Mr. Gordon or
 22 an in-person meeting when he first told you that there
 23 was concerns about this UCC filing? And when I say
 24 this UCC filing, we're referring to what's been marked
 25 as Plaintiff's Exhibit 5?

1 A. It was a telephone call, yeah.
 2 Q. What else did he tell you?
 3 A. He told me that. What I remember him
 4 telling me was that he got a call, you know, it was
 5 related to GM. There's a UCC filing that there was
 6 concern about, you know, whether -- about the
 7 termination that we filed related to the unwind and he
 8 wanted me to look further into it and get my
 9 documents.
 10 Q. Is that what you proceeded to do?
 11 A. Yeah.
 12 Q. Did you then -- what did you review when
 13 Mr. Gordon -- when Mr. Gordon asked you to look into
 14 this UCC filing and you said you went back and you
 15 proceeded to review documents, what did you review?
 16 MS. BOMCHILL: Let's just be clear. You're
 17 asking about documents that he may have reviewed prior
 18 to consulting counsel?
 19 MR. FISHER: Yes.
 20 BY MR. FISHER:
 21 Q. Specifically documents that you reviewed in
 22 response to Mr. Gordon's initial query of you?
 23 MS. BOMCHILL: If any.
 24 BY THE WITNESS:
 25 A. Well, in response to Bob Gordon's request,

1 I had in my office a copy of the closing book. I
 2 looked at the -- I pulled out and I guess to some
 3 extent looked at, I don't know if I want to say
 4 reviewed it, the escrow agreement, I think, and the
 5 checklist.
 6 Q. And after learning of this stated concern
 7 about the UCC filing and performing this review, what
 8 did you learn?
 9 MS. BOMCHILL: Object to the form of the
 10 question.
 11 BY THE WITNESS:
 12 A. I learned a lot of that in a meeting with
 13 counsel. I don't know if that --
 14 MS. BOMCHILL: Yeah. That's privileged.
 15 BY MR. FISHER:
 16 Q. I don't want you to tell me anything that
 17 you learned in a meeting that was attended by
 18 Ms. Bomchill.
 19 A. Uh-huh.
 20 Q. I'm asking you what you learned -- did you
 21 learn anything about whether there was cause for
 22 concern about this Plaintiff's Exhibit 5 and your
 23 initial review of the closing binder and the other
 24 documents that you just referenced?
 25 A. No. Prior to meeting with counsel, I was

1 able to identify in the checklist and in the escrow
 2 instructions which financing statement was causing the
 3 concern.
 4 Q. And it was Plaintiff's Exhibit 5 that was
 5 causing the concern?
 6 A. Yeah. I think so. Yep.
 7 Q. And, again, before meeting with counsel,
 8 did you report back to Mr. Gordon?
 9 A. I did have an in-person meeting with
 10 Mr. Gordon before meeting with counsel.
 11 Q. What happened during that meeting?
 12 A. We discussed -- Well, first I let him know
 13 that the UCC causing the concern was referenced on the
 14 checklist and in the escrow instructions. I think
 15 that was primarily what we discussed. I don't
 16 remember a lot of, you know, other details except I
 17 remember discussing that. I mean, I remember having
 18 an exchange about, like, this being an important
 19 issue. An important -- but no details about --
 20 because I hadn't seen the actual UCC at that point.
 21 It was just this was -- it was a big concern.
 22 Q. And, again, not based on conversations with
 23 counsel but based on what you may have learned in
 24 conversations with others and from documents you
 25 reviewed, what was your understanding as to why it was

1 a big concern?
 2 MS. BOMCHILL: Object to the form. Why don't you
 3 clarify if there were any other conversations with
 4 anyone else.
 5 BY MR. FISHER:
 6 Q. Were there -- aside from that telephone
 7 conversation and then the in-person conversation with
 8 Mr. Gordon, did you have any other conversations about
 9 the UCC filing at issue here with anyone aside from
 10 counsel?
 11 A. I had a conversation with Patrick McNerney,
 12 a partner, about the UCC concern.
 13 Q. Mr. McNerney is a partner here at Mayer
 14 Brown?
 15 A. Yes.
 16 Q. Why did you go to Mr. McNerney? I'm sorry.
 17 Did you go to him or did he come to you?
 18 A. He received the call from Bob. I was with
 19 him at the time so then he gave the phone to me.
 20 Q. Did you have any substantive conversations
 21 with Mr. McNerney about the UCC filing that we're
 22 talking about?
 23 A. No.
 24 Q. So aside from. My question is about
 25 substantive communications. You testified about a

1 telephone call and an in-person conversation with
 2 Mr. Gordon. Did you have any substantive
 3 conversations with anyone aside from counsel about the
 4 UCC filing No. 6416808 4?
 5 A. I didn't have any other substantive
 6 conversations with anybody.
 7 Q. And in that in-person meeting with
 8 Mr. Gordon, you told me that you reported to
 9 Mr. Gordon that the UCC in question was listed on the
 10 checklist and the escrow instructions?
 11 A. (Nodding.)
 12 MS. BOMCHILL: You have to do an audible answer.
 13 BY MR. FISHER:
 14 Q. I just want to make sure I had summarized
 15 that correctly.
 16 A. That's correct.
 17 Q. Why were those facts -- why did you
 18 consider those facts significant?
 19 MS. BOMCHILL: Object to the form of the
 20 question.
 21 BY THE WITNESS:
 22 A. I communicated that to Bob because his
 23 initial question was, I have concern about a UCC
 24 termination. So I thought it was, you know, in
 25 response to his question to identify, you know, the

1 UCC to the extent that I could, you know, determine
 2 whether it was on, you know, the -- if it was
 3 involved. So I went to the escrow instructions and
 4 the checklist and showed those to Bob so that he could
 5 see, you know, that it was on, within the universe of
 6 documents involved in the unwind.
 7 Q. I'm going to try to restate that and tell
 8 me if I'm restating it fairly or not. You reported
 9 that to Mr. Gordon because you wanted him to know that
 10 the UCC that was now being called into question was
 11 identified on the closing checklist and was identified
 12 in the escrow instructions?
 13 A. Yes. I wanted to show him that the UCC was
 14 on the checklist and in the closing escrow
 15 instructions.
 16 Q. Did you tell Mr. Gordon that the checklist
 17 and the -- did you tell Mr. Gordon that the checklist
 18 had been sent to Mr. Merjian?
 19 A. I don't remember if I told him that.
 20 Q. Do you remember that subject coming up?
 21 A. I remember him --
 22 MS. BOMCHILL: Again, we're talking about only in
 23 your conversations with Mr. Gordon.
 24 BY THE WITNESS:
 25 A. I remember telling Bob that I had

1 circulated the checklist.
 2 Q. To Mr. Merjian?
 3 A. To the parties.
 4 Q. Including JPMorgan?
 5 A. The parties would include counsel for
 6 JPMorgan.
 7 Q. And did you tell Mr. Gordon that
 8 Mr. Merjian had signed off on the escrow instructions?
 9 MR. CALLAGY: Objection, form.
 10 BY THE WITNESS:
 11 A. I had a copy of the escrow instructions. I
 12 had a closing book. I had a signed copy.
 13 Q. And you showed that to Mr. Gordon?
 14 A. I think so. Uh-huh.
 15 Q. And in the course of these two
 16 conversations with Mr. Gordon, the initial telephone
 17 conversation and the follow-up in-person meeting, what
 18 did Mr. Gordon tell you if anything about why this was
 19 an important issue?
 20 A. He told me that it had to do with the GM
 21 bankruptcy and, you know, relating to the security,
 22 the creditors security.
 23 Q. What else did he tell you about that?
 24 A. I don't remember a lot of the details, but
 25 that's what I remember generally.

1 MR. FISHER: Can I ask the court reporter to
 2 mark as Plaintiff's Exhibit 24 a document numbered
 3 MB3.
 4 (Deposition Exhibit No. 24 was so
 5 marked.)
 6 (A short break was had.)
 7 BY MR. FISHER:
 8 Q. Mr. Green, I've given you what's been
 9 marked as Plaintiff's Exhibit 24 which has the number
 10 MB3. Who is Mary Swanger?
 11 A. She is a paralegal here.
 12 Q. And looking down at her signature block,
 13 she appears to have the title of supervisor of UCC
 14 compliance?
 15 A. Uh-huh.
 16 Q. What is your understanding of Ms. Swanger's
 17 responsibilities?
 18 A. We have a UCC compliance team here at Mayer
 19 Brown so, you know, prior to seeing this signature I
 20 didn't realize that she had a title of just -- you
 21 know, of supervisor of UCC compliance. But I guess
 22 that she's the supervisor of the team.
 23 Q. What does the UCC compliance team do?
 24 A. They review draft UCC statements before and
 25 raise any issues that they can tell before they're

1 filed.
 2 Q. And does the firm have a policy about
 3 having the UCC compliance team review UCC filings
 4 before they're filed?
 5 MS. BOMCHILL: Object to the form.
 6 BY THE WITNESS:
 7 A. I don't know what the exact firm policy is
 8 or if there is one, but I know that it's recommended
 9 at least to send the draft UCCs to the compliance
 10 team.
 11 Q. With respect to the UCC filings in
 12 connection with the closing on the synthetic lease or
 13 the unwinding of the synthetic lease, do you know
 14 whether or not any of those UCC filings were reviewed
 15 by the UCC compliance team?
 16 A. I think so.
 17 Q. And what do you base that opinion on?
 18 MS. BOMCHILL: You may answer to the extent that
 19 you don't reveal anything that would be protected from
 20 disclosure under the attorney-client privilege.
 21 BY THE WITNESS:
 22 A. I don't remember.
 23 Q. You think they reviewed it, though?
 24 A. I think so.
 25 Q. Why do you think they reviewed it?

1 A. Generally, we send drafts, or the paralegal
 2 would send drafts of the UCC financing statement to
 3 the UCC compliance team.
 4 Q. Do you know specifically whether
 5 Mr. Gonshorek sent a draft of Plaintiff's Exhibit 5
 6 before it was filed?
 7 A. I don't know specifically.
 8 Q. Who's Richard Newman?
 9 A. Richard Newman is a UCC specialist.
 10 Q. He's an attorney?
 11 A. Yes.
 12 Q. And who is Jean Watt?
 13 A. Jean Watt is the paralegal manager.
 14 Q. Did you have any conversations with
 15 Mr. Newman about the UCC filings that are at issue?
 16 A. No, not prior to any, you know, privileged
 17 conversation.
 18 Q. And what about with Ms. Watt?
 19 A. When I was -- at some point when I was
 20 gathering information, I took a look in Stewart
 21 Gonshorek's old office. Jean Watt was in there
 22 looking for files and we mentioned to each other that
 23 we were looking for UCC or information -- you know,
 24 files related to UCC filing.
 25 Q. What was Ms. Watt looking for?

1 A. I think she was looking for files relating
 2 to the UCC filing.
 3 Q. And when did you -- when did this happen
 4 that you walked into Stewart's old office and saw
 5 Ms. Watt looking for these files?
 6 A. It happened the day that I got the call
 7 from Bob about the UCC filing.
 8 Q. And this e-mail from Ms. Swanger is dated
 9 June 16th, 2009. Did you get the call from Mr. Gordon
 10 before or after receiving this e-mail?
 11 A. Before. I got the call from Mr. Gordon
 12 before I personally received the e-mail.
 13 Q. Did it happen the same day?
 14 A. Yeah, it was the same day. I was out of
 15 the office when I got the call.
 16 Q. And this e-mail which is Plaintiff's
 17 Exhibit 24 says, quote, Richard Toder of Morgan Lewis
 18 contacted Mayer Brown today to find out why Stewart
 19 Gonshorek filed a particular UCC termination in
 20 October of 2008. Morgan Lewis is representing
 21 JPMorgan Chase in the GM proceedings.
 22 Have you had any conversations with anyone
 23 from Morgan Lewis about the UCC filings that are at
 24 issue?
 25 A. No, I have not.

1 Q. And in this e-mail Ms. Swanger provides you
 2 with phone numbers for Richard Toder, Andrew
 3 Gottfried, and Richard Petretti. Did you attempt to
 4 call any of those individuals about this matter?
 5 A. No.
 6 Q. This e-mail says that Mr. Toder, quote,
 7 Wanted us to understand that the matter is urgent,
 8 close quote. At the time did you understand why the
 9 matter was considered urgent by Mr. Toder?
 10 A. No.
 11 Q. When did you first -- sitting here today --
 12 withdrawn.
 13 When did you first realize that this was a
 14 significant issue?
 15 MS. BOMCHILL: Objection to the form of the
 16 question.
 17 BY THE WITNESS:
 18 A. When I received the call from Bob, based on
 19 his tone, I understood that it was important.
 20 Q. And describe his tone?
 21 A. He seemed, you know, concerned and angry at
 22 me.
 23 Q. Angry at you? Is that what you said?
 24 MS. BOMCHILL: I think he said angry.
 25 MR. FISHER: I apologize.

1 BY MR. FISHER:
 2 Q. In that subsequent meeting with Mr. Gordon
 3 when you reported to him that the UCC filings at issue
 4 were referenced in the escrow instructions and the
 5 closing checklist, what was his reaction?
 6 A. I don't remember a specific response or
 7 reaction to that information.
 8 Q. After the unwinding of the synthetic lease
 9 transaction closed, did you have any communications
 10 with anyone at Simpson Thacher & Bartlett about the
 11 transaction? In other words, obviously during the
 12 period that you were closing there were
 13 communications. After the transaction closed, did you
 14 have any further communication with Simpson Thacher
 15 about the transaction?
 16 A. I don't recall, but I may have got a
 17 request for signed documents.
 18 Q. And that would have been in some period
 19 shortly after the closing?
 20 A. Uh-huh.
 21 Q. Aside from potentially a request for
 22 closing documents, can you think of any other
 23 communications that you had with Simpson Thacher
 24 thereafter?
 25 A. No.

1 Q. I'm going to hand you what's previously
 2 been marked as Plaintiff's Exhibit 6. I'll represent
 3 to you that you are not listed as a recipient or a
 4 copied party to this cover e-mail. Before today, have
 5 you ever seen Plaintiff's Exhibit, this first page of
 6 Plaintiff's Exhibit 6?
 7 A. No.
 8 Q. Turn then to the next page and with
 9 reference to pages 77, 78, and 79, is that a document
 10 you've seen before today?
 11 A. No.
 12 Q. Are you aware that Mr. Gordon signed an
 13 affidavit concerning the UCC filings we've been
 14 discussing?
 15 MS. BOMCHILL: Are you asking him other than in
 16 connection with privileged communications?
 17 MR. FISHER: Yes.
 18 BY THE WITNESS:
 19 A. No.
 20 Q. And you haven't seen this document before
 21 today?
 22 A. No.
 23 Q. Would you look, please, at paragraph 8 of
 24 this affidavit. It says, quote, Unbeknownst to me,
 25 the paralegal tasked with filing the termination

1 statement for the GM leasing financing statement
 2 referred to above also caused a termination statement
 3 to be filed with respect to a UCC 1 financing
 4 statement that is entirely unrelated to the
 5 transaction or the properties.
 6 Do you know who the paralegal referenced in
 7 that paragraph is?
 8 A. I assume that's -- I can make an assumption
 9 about who it is, but I don't know.
 10 Q. Who do you think it is?
 11 A. Stewart Gonshorek.
 12 Q. And when this document which appears be
 13 signed by Mr. Gordon, when it says that this paralegal
 14 caused the termination statement to be filed, do you
 15 have any reason to doubt the accuracy of that
 16 statement?
 17 MS. BOMCHILL: Objection to form.
 18 BY THE WITNESS:
 19 A. No.
 20 Q. And before the termination statement was
 21 filed, was Mr. Gordon made aware that it was going to
 22 be filed?
 23 MR. CALLAGY: Objection to form.
 24 BY THE WITNESS:
 25 A. Prior to the filing of the termination

1 statement, I sent Bob copies of at least the checklist
 2 we saw in the other exhibits which referenced the
 3 termination.
 4 MR. FISHER: Why don't we take a short break and
 5 I'm very close to done.
 6 (A short break was had.)
 7 MR. FISHER: I'm happy to report I don't have any
 8 further questions.
 9 MS. BOMCHILL: I'm happy that you're reporting
 10 that.
 11 THE WITNESS: I'm happy, too.
 12 MR. CALLAGY: But I do.
 13 CROSS-EXAMINATION
 14 BY MR. CALLAGY:
 15 Q. Mr. Green, thank you. I represent
 16 JPMorgan, as you know. I have a few questions for
 17 you. Can you turn to Plaintiff's Exhibit 5, please.
 18 At the bottom of the document there's a reference to a
 19 matter No. 00652500. Do you see that?
 20 A. Yes.
 21 Q. Do you know what that refers to in context
 22 of what we're discussing today?
 23 A. Yes.
 24 Q. What is that?
 25 A. It's the Mayer Brown matter number which

1 means, you know, on every matter for clients they get
 2 a specific matter number and this one was the one
 3 related to the JPMorgan Chase unwind. And it may have
 4 been broader than that. I think it also related to
 5 the synthetic lease. Synthetic lease and the unwind.
 6 Q. When you said synthetic lease and the
 7 unwind, how do you differentiate between those two?
 8 A. The unwind, I just use that term to refer
 9 to starting with my meeting and the task in putting
 10 together the checklist to release the documents, or
 11 the security for the synthetic lease. When I use
 12 synthetic lease, I use that term to include anything
 13 that may have happened prior that we did related to
 14 that facility. I didn't work on that, but -- so I
 15 don't know the detail. But I know this number was set
 16 up prior to just the unwind.
 17 Q. And so when you say that the number
 18 referred in all cases, though, to the synthetic lease
 19 financing arrangement?
 20 A. Yes. That's my understanding.
 21 Q. And it didn't refer to anything else?
 22 A. Correct.
 23 Q. As part of the synthetic lease financing
 24 arrangement, did you learn at some point in time that
 25 there had been certain security that had been taken by

1 JPMorgan Chase as part of the lending group that had
 2 made the arrangements with GM?
 3 MR. FISHER: Objection as to form.
 4 BY THE WITNESS:
 5 A. Yes.
 6 Q. And is it your understanding as part of the
 7 work that you were doing in this matter that that
 8 security was going to be released?
 9 A. Yes. I understood that the security
 10 relating to the synthetic lease was going to be
 11 released.
 12 Q. Now, let me ask you to take a look up at
 13 the top of this document. It says, Initial financing
 14 statement 6416808 4 on 11-30-06, and then what is your
 15 understanding of what that reference is to?
 16 A. My understanding is that reference
 17 references the initial financing statement or the
 18 underlying financing statement that would be
 19 terminated by this termination document.
 20 Q. And did there come a point in time when you
 21 learned that the initial financing statement 6416808 4
 22 did not relate in any way to the synthetic lease
 23 arrangement between General Motors and JPMorgan and
 24 the lending syndicate?
 25 MR. FISHER: Objection as to form.

1 BY THE WITNESS:
 2 A. Not outside of privileged conversation.
 3 Q. Now, have you ever heard the reference, a
 4 reference to a term loan arrangement in connection
 5 with General Motors?
 6 A. Not outside of privileged conversation.
 7 Q. So prior to -- when did that privileged
 8 conversation take place?
 9 A. Starting in June.
 10 Q. Of '09?
 11 A. Yes.
 12 Q. Prior to June of '09 had you heard any kind
 13 of a reference to a term loan facility between, on the
 14 one hand, General Motors parties and, on the other
 15 hand, JPMorgan and other lender parties?
 16 MR. FISHER: Objection.
 17 BY THE WITNESS:
 18 A. No.
 19 Q. Had you ever worked in any way on behalf
 20 of either Mayer Brown or anyplace else in connection
 21 with the term loan facility between General Motors and
 22 JPMorgan or other lender parties?
 23 A. No.
 24 Q. Now, let me show you some documents that
 25 have been marked earlier today. If you take a look at

1 Plaintiff's Exhibit 8, I believe this is a -- you
 2 testified this was a checklist that you prepared, or
 3 you and Mr. Gonshorek prepared and it's dated
 4 October 6, 2008?
 5 MS. BOMCHILL: I think the e-mail is dated
 6 October 6.
 7 BY MR. CALLAGY:
 8 Q. If you look at paragraph 5 of the document
 9 which is MB4233, specifically the part of the
 10 paragraph 5(a) which says, Financing statement as to
 11 equipment, fixtures, and related collateral located at
 12 certain U.S. manufacturing facilities recorded on
 13 11-30-06 as file No. 6416808 4. Do you see that, sir?
 14 A. Yes.
 15 Q. And, of course, we can all agree that
 16 that's the same number that appeared on the initial
 17 financing statement on Plaintiff's Exhibit 5?
 18 A. Uh-huh. That's correct.
 19 Q. Now, to the extent you had anything to do
 20 with the preparation of this checklist or this draft
 21 of the checklist which is Plaintiff's Exhibit 8, did
 22 you have any intention to release or to include on
 23 this document, any -- Withdraw that question.
 24 As part of your preparation of this
 25 checklist, did you have any expectation that any

1 Mr. Gonshorek that these were liens that had to be
 2 cleared in connection with the synthetic lease
 3 transaction; is that correct?
 4 A. Our intention was to list liens or list
 5 security that should have or that was secured by the
 6 synthetic lease.
 7 Q. Now, was it your intention -- including the
 8 reference to that particular lien, was it your
 9 intention to release or to explain that you were going
 10 to release any security on any loan with General
 11 Motors other than the synthetic lease?
 12 A. No. Our intention was only to list
 13 security secured by the synthetic lease.
 14 Q. And to the extent the reference that I just
 15 read to you purported to release security on a term
 16 loan, why was that included on this checklist?
 17 A. I don't know. I don't know exactly why it
 18 was included on the checklist.
 19 Q. Well, did you intend to include on the
 20 checklist any reference of any kind to any financing
 21 arrangement to General Motors and JPMorgan other than
 22 that which would have related to the synthetic lease?
 23 MR. FISHER: Objection.
 24 BY THE WITNESS:
 25 A. No.

1 reference on this checklist would release security for
 2 a General Motors term loan with JPMorgan?
 3 MR. FISHER: Objection.
 4 BY THE WITNESS:
 5 A. No. The intent was to list the documents
 6 which would release security relating to the synthetic
 7 lease facility.
 8 Q. When this information that I just read to
 9 you that was placed on this checklist, did you have an
 10 understanding that you were authorized by JPMorgan to
 11 release security which was a backup to a term loan
 12 facility between General Motors and JPMorgan and its
 13 lenders?
 14 MR. FISHER: Objection as to form and
 15 argumentative.
 16 BY THE WITNESS:
 17 A. Can you repeat the question?
 18 Q. Sure. The document says in paragraph 5(a),
 19 it refers to a financing statement as to equipment,
 20 fixtures, and related collateral located at certain
 21 U.S. manufacturing facilities recorded on 11-30-06 as
 22 file No. 6416808 4?
 23 A. Right.
 24 Q. I believe your prior testimony was that
 25 this reflected on the part of yourself and

1 Q. When you prepared this checklist in
 2 October, the version of the checklist, did you believe
 3 that you had any authority from JPMorgan to release
 4 any security in connection with any term loan
 5 financing between General Motors on the one hand and
 6 JPMorgan on the other?
 7 A. No. The checklist was prepared based on
 8 the documents underlying the synthetic lease.
 9 Q. Now, the beginning of your work on this
 10 synthetic lease transaction, the unwind. Up until the
 11 point you had your conversation with counsel in June
 12 of '09, I believe it was, did you ever believe that in
 13 the context of your work that you would be releasing
 14 any security or filing any UCC 3 that would release
 15 any security in connection with assets, backstopping,
 16 a term loan arrangement between General Motors on the
 17 one hand and JPMorgan on the other?
 18 MR. FISHER: Objection.
 19 BY THE WITNESS:
 20 A. No.
 21 Q. Did you believe during that same point,
 22 during that same time frame, that you had any
 23 permission from JPMorgan to release any security
 24 relating to the term loan between General Motors and
 25 JPMorgan?

1 MR. FISHER: Objection.
 2 MS. BOMCHILL: Do you want to hear the question
 3 again?
 4 THE WITNESS: Yes.
 5 (Record read as requested.)
 6 BY THE WITNESS:
 7 A. I understood that by closing, assuming
 8 closing we were authorized to release security related
 9 to the Chase synthetic lease.
 10 Q. And, in fact, during the period of time
 11 from beginning of October '08 to June of '09 you were
 12 unaware of the existence of any other financing
 13 arrangement which we now call the term loan; is that
 14 correct, sir?
 15 A. That's correct.
 16 Q. Do you believe that other than JPMorgan
 17 itself that any of its counsel authorized you or
 18 Mayer Brown to file a release of security in
 19 connection with the synthetic release transaction
 20 other than security as relating to the synthetic lease
 21 transaction?
 22 MR. FISHER: Objection as to form and it calls
 23 for legal conclusion.
 24 BY THE WITNESS:
 25 Q. I'll rephrase it. Do you believe that any

1 counsel for JPMorgan ever authorized you or Mayer
 2 Brown to release security supporting any financing
 3 arrangement other than the synthetic lease
 4 transaction?
 5 MR. FISHER: Same objection.
 6 BY THE WITNESS:
 7 A. Can you rephrase the question?
 8 Q. Sure. From time to time you had
 9 communications with Simpson Thacher in connection with
 10 your work with the synthetic lease transaction. Did
 11 you ever form the opinion that Simpson Thacher was
 12 authorizing you to release security in connection with
 13 financing arrangements other than as it related to the
 14 synthetic lease transaction?
 15 MR. FISHER: Objection.
 16 BY THE WITNESS:
 17 A. I didn't form an opinion that counsel for
 18 JPMorgan authorized release of any security other than
 19 that related to the synthetic lease.
 20 Q. So let me show you, sir -- take a look at
 21 Plaintiff's Exhibit 16. This is an e-mail dated
 22 Friday, October 17th, from Mr. Merjian to you, sir.
 23 MR. FISHER: Mr. Callagy, just give us a moment
 24 to look for the exhibit, please.
 25 (Brief pause.)

1 BY MR. CALLAGY:
 2 Q. I believe you testified, sir, that
 3 Mr. Merjian was talking, was responding to you, to
 4 your e-mail which is the bottom of this page in which
 5 you say, Mardi and Michael, attached please find an
 6 updated checklist and drafts of the closing documents.
 7 Do you see that, sir?
 8 A. Yes.
 9 Q. And Mr. Merjian says to you, Ryan, nice job
 10 on the documents. You see that?
 11 A. Yes.
 12 Q. At the time you received Mr. Merjian's
 13 e-mail as reflected in Plaintiff's Exhibit 16, did you
 14 understand Mr. Merjian to be authorizing you to
 15 release security or liens in connection with security
 16 having to do with any financing arrangements other
 17 than the synthetic lease transaction?
 18 MR. FISHER: Objection.
 19 BY THE WITNESS:
 20 A. When I received this e-mail, I understood
 21 his comments here to mean that he didn't have any
 22 additional comments to the documents.
 23 Q. But did you have any -- did you have any
 24 belief that Mr. Merjian was authorizing you by virtue
 25 of sending you this e-mail that you could file a

1 release of lien in connection with assets related to a
 2 term loan transaction?
 3 MR. FISHER: Objection.
 4 BY THE WITNESS:
 5 A. When I received this e-mail, I understood
 6 it to mean that Mardi didn't have additional comments
 7 to the documents. I didn't understand it to mean
 8 anything about filing documents because we weren't at
 9 closing.
 10 Q. You did not understand -- I take it you did
 11 not understand his e-mail to be authorizing you or
 12 Mayer Brown to file any particular release of lien
 13 whatsoever?
 14 MR. FISHER: Objection.
 15 BY THE WITNESS:
 16 A. I understood it to mean that he didn't have
 17 additional comments.
 18 Q. On the documents?
 19 A. On the documents.
 20 Q. Take a look at Plaintiff's Exhibit 20, if
 21 you would, please. Now, again, this is an -- the
 22 beginning of this is an e-mail from Mr. Merjian to you
 23 dated October 27 and it's in response to your e-mail
 24 at the bottom of the page. Do you see that, sir?
 25 A. Yes.

1 Q. And in it, in your e-mail you say, I will
 2 send you a package of documents for signature later
 3 today. Do you have any comments to the draft escrow
 4 letter. Do you see that?
 5 A. Yes.
 6 Q. And Mr. Merjian says it was fine. Do you
 7 see that?
 8 A. Yes.
 9 Q. What was your understanding of what
 10 Mr. Merjian was telling you was fine?
 11 A. I don't remember but based on this e-mail
 12 string, I think his comment that it was fine relates
 13 to my question or is a response to my question about
 14 whether he has any comments to the draft escrow
 15 agreement.
 16 Q. I think that you recall that counsel asked
 17 you about the draft escrow letter, and the draft
 18 escrow letter refers in part to initial financing
 19 statement 6416808 4, do you recall the testimony that
 20 you gave about that?
 21 A. Yes.
 22 Q. And did you understand Mr. Merjian's e-mail
 23 in Plaintiff's Exhibit 20 by saying it was fine, did
 24 that give you any authority or did you understand you
 25 had any authority that permitted you to file or

1 permitted Mayer Brown to file any release of lien in
 2 connection with financing statement 6416808 4?
 3 MR. FISHER: Objection as to form and calls for
 4 legal conclusion.
 5 MS. BOMCHILL: Can I hear the question again?
 6 (Record read as requested.)
 7 MS. BOMCHILL: I also object as to it calls for a
 8 legal conclusion.
 9 BY MR. CALLAGY:
 10 Q. Would you answer my question, please?
 11 A. I understood from -- I don't remember
 12 exactly what I understood at the time from it was
 13 fine. I think would I have understood that he didn't
 14 have any additional comments to the draft I sent him.
 15 Q. As you sit here today, you don't have any
 16 recollection that you felt that as a result of
 17 Mr. Merjian's e-mail that you had authority to file or
 18 that Mayer Brown was given authority to file a
 19 termination statement in connection with 6416808 4?
 20 MR. FISHER: Objection, legal conclusion, asked
 21 and answered, argumentative.
 22 MS. BOMCHILL: Same objection.
 23 BY THE WITNESS:
 24 A. I don't remember how I felt.
 25 Q. If you would take a look again at

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

1 A. My answer will be based on, you know,
 2 memory. There are capitalized documents, words here
 3 that I think are defined, you know, in the underlying
 4 documents. But generally, you know, based on my
 5 memory, it's an authorization to file terminations of
 6 financing statements related to the properties, you
 7 know, serving as collateral for the Chase synthetic
 8 lease.
 9 Q. And in this context who was the lessee,
 10 sir?
 11 A. General Motors.
 12 Q. And to the extent you drafted -- Strike
 13 that.
 14 Did the authorization as reflected here go
 15 beyond filing terminations for any financing
 16 statements other than in connection with the synthetic
 17 lease transaction?
 18 A. No. The authorization is limited to the
 19 Chase synthetic lease. Those relating.
 20 Q. Thank you. Can you go back to Exhibit 5?
 21 A. Okay.
 22 Q. Prior to the filing of Exhibit 5, did you
 23 ever have any conversation with anybody as to whether
 24 or not the initial financing statement 6416808 4
 25 should have been released?

1 A. I don't remember all of my conversations,
 2 but I do remember having conversation about a schedule
 3 to the financing statement.
 4 Q. When you say a schedule to the financing
 5 statement, what do you mean by that?
 6 A. The initial financing statement has an
 7 exhibit that contains a schedule.
 8 Q. What do you recall about that schedule or
 9 discussion about that schedule?
 10 A. There was a question about whether the
 11 properties identified relate to synthetic lease.
 12 Q. And when was that -- when did that
 13 discussion take place?
 14 A. I don't remember exactly when. Prior to
 15 closing.
 16 Q. Who did you have the discussion with?
 17 A. Stewart Gonshorek.
 18 Q. And who else? Did you raise -- did you
 19 have that conversation with anybody other than Stewart
 20 Gonshorek?
 21 A. No.
 22 Q. What did he say to you and what did you say
 23 to him?
 24 A. I think Stewart showed me the exhibit and
 25 raised a question about the properties identified.

1 And I didn't have any additional discussions about it.
 2 Q. Let me show you a document, take a look at
 3 Plaintiff's Exhibit 3, please. It's an annex 1. The
 4 UCC financing statement, is that what you were
 5 referring to?
 6 A. I'm referring to Schedule 1.
 7 Q. Schedule 1 which appears at MB002420?
 8 A. Yes.
 9 Q. And, again, what is it about that schedule
 10 that you discussed with Mr. Gonshorek?
 11 A. Just that the cities and states listed is
 12 broader than what the properties in -- say on the
 13 checklist is broader. That was the concern.
 14 Q. Did you raise that with Mr. Gonshorek?
 15 A. No. He brought it to my attention.
 16 Q. What did you conclude with respect to the
 17 issue he raised?
 18 MS. BOMCHILL: Objection to the form.
 19 BY THE WITNESS:
 20 A. I didn't conclude anything.
 21 Q. Did you talk about it with Mr. Gordon?
 22 A. No.
 23 Q. Did you talk about it with anybody from
 24 JPMorgan?
 25 A. No.

1 Q. At the time of the closing, sir, which I
 2 believe was in the end of October 2008, did you have
 3 any understanding that any of the documentation that
 4 was prepared in connection with that closing purported
 5 to release security in connection with the term loan
 6 financing between General Motors and JPMorgan?
 7 A. No. At the time of closing I understood
 8 that the documents related to the synthetic lease.
 9 MR. CALLAGY: Just give us a second or two. We
 10 will come back.
 11 (A short break was had.)
 12 BY MR. CALLAGY:
 13 Q. Did you, Mr. Green, on behalf -- in the
 14 course of your representation of General Motors in the
 15 unwinding of the synthetic lease transaction and up to
 16 the point of the closing, did you believe that Mayer
 17 Brown had been given any authority by JPMorgan or its
 18 counsel to release liens on security relating to the
 19 term loan financing arrangement between General Motors
 20 and JPMorgan?
 21 MR. FISHER: Objection.
 22 BY THE WITNESS:
 23 A. No.
 24 MR. CALLAGY: I have no further questions.
 25 MR. FISHER: I have just a couple follow-up

1 questions.
 2 REDIRECT EXAMINATION
 3 BY MR. FISHER:
 4 Q. Mr. Green, do you still have Plaintiff's
 5 Exhibit 3 in front of you? Yes, I think you're
 6 holding it.
 7 A. Yeah.
 8 Q. And you previously testified that this
 9 draft termination statement was shared with
 10 Mr. Merjian at the time of closing?
 11 A. I did.
 12 Q. And the box that's checked in line 2, it
 13 says, quote, Effectiveness of the financing statement
 14 identified above is terminated with respect to the
 15 secured party authorizing this termination statement.
 16 Do you see that language?
 17 MS. BOMCHILL: You're reading the language in the
 18 form?
 19 MR. FISHER: Yes, I'm reading the language in the
 20 form.
 21 BY THE WITNESS:
 22 A. Yes, I see that.
 23 Q. If Mr. Merjian had told you in advance of
 24 closing that Mayer Brown was not authorized to file
 25 this termination statement, would you have nonetheless

1 filed it?
 2 MS. BOMCHILL: Objection, calls for speculation.
 3 BY THE WITNESS:
 4 A. I think that if Mardi had told me that we
 5 weren't authorized to filed this termination
 6 statement, I would have, you know, considered his
 7 comments carefully.
 8 Q. And you testified that Mr. Gonshorek had
 9 asked you some questions about the properties listed
 10 on page 2420 of this exhibit?
 11 A. Uh-huh.
 12 MR. CALLAGY: Page what?
 13 MR. FISHER: 2420 of this same exhibit.
 14 BY MR. FISHER:
 15 Q. This exhibit was shared with Mr. Merjian;
 16 is that right?
 17 MR. CALLAGY: Objection to the form.
 18 BY THE WITNESS:
 19 A. I don't remember that. I don't remember.
 20 Q. Was the filing of this termination
 21 statement referenced in the escrow instructions that
 22 were executed by Mr. Merjian?
 23 MR. CALLAGY: Can you read that back?
 24 (Record read as requested.)
 25 MR. CALLAGY: I'm sorry. I object to the form of

1 that question.
 2 BY THE WITNESS:
 3 A. I would have to read the escrow
 4 instructions.
 5 Q. Please have a look at Plaintiff's
 6 Exhibit 22, and in particular I would draw your
 7 attention to paragraph --
 8 MS. BOMCHILL: We got to find 22 first.
 9 (Brief pause.)
 10 MR. FISHER: Okay.
 11 MS. BOMCHILL: Now you can do it.
 12 BY MR. FISHER:
 13 Q. I draw your attention in particular to the
 14 paragraph that's numbered 2?
 15 A. Under all the properties --
 16 MR. CALLAGY: What's the question?
 17 MR. FISHER: Would you read back the question,
 18 please.
 19 (Record read as requested.)
 20 MS. BOMCHILL: I think he answered that question,
 21 and you wanted to ask him the question after he's
 22 looked at the document.
 23 MR. FISHER: That's right. And I think Mr. Green
 24 had testified that he would have to look at the
 25 documents.

1 BY MR. FISHER:
 2 Q. Mr. Green, now having looked at the
 3 document, does that refresh your recollection as to
 4 whether the termination statement at issue here was
 5 referenced in the escrow instructions executed by
 6 Mr. Merjian?
 7 A. I'm looking at the escrow instructions and
 8 yes, the underlying financing statement which is
 9 referenced on the termination 6416808 4 is referenced
 10 in paragraph 2 of the escrow instructions.
 11 MR. FISHER: Thank you. I have no further
 12 questions.
 13 RE-CROSS-EXAMINATION
 14 BY MR. CALLAGY:
 15 Q. Mr. Green, sticking with Plaintiff's
 16 Exhibit 22, did you have any understanding that the
 17 fact that Mr. Merjian signed the escrow letter gave
 18 you or Mayer Brown any authority to release security
 19 in connection with a term loan facility between
 20 General Motors and JPMorgan?
 21 MR. FISHER: Objection.
 22 THE WITNESS: Can you repeat the question.
 23 (Record read as requested.)
 24 BY THE WITNESS:
 25 A. No.

1 MR. CALLAGY: Thank you. I have no further
 2 questions.
 3 MS. BOMCHILL: Thank you. We will review.
 4 (Which were all the proceedings
 5 had in the above-entitled cause.)
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1 UNITED STATES BANKRUPTCY COURT
 2 SOUTHERN DISTRICT OF NEW YORK
 3 In re) Chapter 11
 4 MOTORS LIQUIDATION COMPANY,)
 4 et al.,) Case No. 09-50026(REG)
 5 Debtors.)
 5) (Jointly Administered)
 6 OFFICIAL COMMITTEE OF)
 6 UNSECURED CREDITORS OF MOTORS)
 7 LIQUIDATION COMPANY f/k/a)
 7 GENERAL MOTORS CORPORATION,)
 8)
 8 Plaintiff,)
 9 -against-)
 9)
 10 JPMORGAN CHASE BANK, N.A.,)
 10 individually and as)
 11 Administrator Agent for)
 11 various lenders party to the)
 12 Term Loan agreement described)
 12 herein, et al.,)
 13 Defendants.)
 13 STATE OF ILLINOIS)
 14) SS.
 14 COUNTY OF COOK)
 15
 16 I, RYAN GREEN, state that I have read the
 17 foregoing transcript of the testimony given by me at
 18 my deposition on the 27th day of January, 2010, and
 19 that said transcript constitutes a true and correct
 20 record of the testimony given by me at the said
 21 deposition except as I have so indicated on the errata
 22 sheets provided herein.
 23
 24 _____
 25 RYAN GREEN
 No corrections (Please initial)
 Number of errata sheets submitted _____ (pgs.)
 SUBSCRIBED AND SWORN to
 before me this ____ day
 of _____, 2010.

 NOTARY PUBLIC

1 In witness whereof, I have hereunto set my
 2 hand and affixed my seal of office at Chicago,
 3 Illinois, this 28th day of January, A.D., 2010.
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 Chicago, Illinois 60606
 Phone: (312) 236-6936

CSR No. 084-002761

1 UNITED STATES OF AMERICA)
 2 SOUTHERN DISTRICT OF NEW YORK)
 3 STATE OF ILLINOIS)
 4 COUNTY OF COOK)
 5
 6 I, Kelly A. Siska, Certified Shorthand
 7 Reporter, Certified LiveNote Reporter, and Notary
 8 Public, do hereby certify that RYAN GREEN was first
 9 duly sworn by me to testify to the whole truth and
 10 that the above deposition was reported
 11 stenographically by me and reduced to typewriting
 12 under my personal direction.
 13 I further certify that the said deposition
 14 was taken at the time and place specified and that the
 15 taking of said deposition commenced on the 27th day of
 16 January, A.D., 2010, at 11:45 a.m.
 17 I further certify that I am not a relative
 18 or employee or attorney or counsel of any of the
 19 parties, nor a relative or employee of such attorney
 20 or counsel nor financially interested directly or
 21 indirectly in this action.
 22
 23
 24
 25

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE:)
)
MOTORS LIQUIDATION COMPANY,) Chapter 11
et al.,) No. 09-50026 (REG)
)
Debtors.)
)
-----) Jointly Administered
OFFICIAL COMMITTEE OF)
UNSECURED CREDITORS OF MOTORS)
LIQUIDATION COMPANY f/k/a)
GENERAL MOTORS CORPORATION,)
)
Plaintiff,)
) Adversary Proceeding
-against-) No. 09-50026 (REG)
)
JP MORGAN CHASE BANK, N.A.,)
Individually and as)
Administrative Agent for)
various lenders party to the)
Term Loan Agreement described)
herein, et al.,)
)
Defendants.)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The deposition of STEWART GONSHOREK, taken
before Jennifer D. Riemer, Certified Realtime Reporter,
at 71 South Wacker Drive, Suite 3200, Chicago, Illinois,
commencing at 10:40 a.m. on the 28th day of January,
A.D., 2010.

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* * * * *

1 WHEREUPON:
2
3 STEWART GONSHOREK,
4 called as a witness herein, having been first duly
5 sworn, was examined and testified as follows:
6 DIRECT EXAMINATION
7 BY MR. FISHER:
8 Q. Good morning, Mr. Gonshorek. My name is
9 Eric Fisher, and I'm here with my colleague, Katie
10 Cooperman, and we are special counsel to the Official
11 Committee of Unsecured Creditors in the GM bankruptcy
12 proceedings. I'm going to be asking you a number of
13 questions this morning. If you don't understand a
14 question, please let me know, and I'll be happy to
15 rephrase it.
16 A. Okay.
17 Q. It's important that you answer all my
18 questions audibly, so that the court reporter can take
19 down all of my questions and then all of your responses.
20 Would you please describe for me your
21 educational background.
22 A. James Madison High School; Brooklyn College;
23 Quinnipiac College, School of Law.
24 Q. Did you earn a J.D. at Quinnipiac?
25 A. Yes, sir.
Q. When did you graduate?

1 A. 1980.
 2 Q. And describe your employment history following
 3 receipt of your J.D.
 4 A. Varied. I was an attorney in New York. I was
 5 a paralegal and an attorney in Florida. I was a
 6 paralegal and an attorney in California. I was a
 7 paralegal and an attorney in Illinois.
 8 Q. Are you currently employed?
 9 A. Yes.
 10 Q. What do you do now?
 11 A. I am a paralegal at the Illinois Housing
 12 Development Authority.
 13 Q. How long have you been in that position?
 14 A. Three weeks.
 15 Q. And what was your job before your current job?
 16 A. I was a real estate paralegal at Mayer Brown.
 17 Q. And when were you in that position? For what
 18 period of time?
 19 A. February 2nd, 2006, through -- I'm sorry.
 20 February 6, 2006, to April 2nd, 2010 -- 9. Three years.
 21 Q. That's okay. Just to make sure it's correct
 22 on the record, you were a real estate paralegal at
 23 Mayer Brown from approximately February 2006 until
 24 April 2009?
 25 A. Yes, sir.

1 Q. And, generally speaking, what were your
 2 responsibilities as a real estate paralegal?
 3 A. Title and survey review, document preparation,
 4 draft -- whatever the attorneys needed, depending on the
 5 attorney, escrow letters, form documents.
 6 Q. Did any of your work as a real estate
 7 paralegal involve UCC filings?
 8 A. Preparation of UCC filings.
 9 Q. And what about conducting UCC searches?
 10 A. I would order searches and review the results.
 11 Q. When you say you would order searches, you
 12 would order those from outside --
 13 A. Outside.
 14 Q. -- vendors?
 15 A. Generally CT Corp.
 16 Q. And when you talk about the preparation of
 17 draft UCC filings, what kinds of filings did you prepare
 18 in draft form?
 19 A. UCC-1 -- you know, the fixture filings and
 20 occasionally amendments or the 3's, amending or
 21 preparing a termination statement.
 22 Q. What is a termination statement?
 23 A. It would be the equivalent of a satisfaction
 24 of mortgage in the context of a UCC.
 25 Q. And before you came to Mayer Brown in 2006, at

1 any of your prior positions, did you prepare UCC
 2 filings?
 3 A. I believe I have -- did.
 4 Q. Describe for me generally any employment
 5 background prior to Mayer Brown that involved the
 6 preparation of UCC filings.
 7 A. Well, I can't remember in a long and windy
 8 career, but generally the context of real estate,
 9 mortgages will have UCCs filed for the fixture filings
 10 and any inventories, so it would usually be in the
 11 context of a real estate deal.
 12 Q. Is it fair to say that before coming to
 13 Mayer Brown, you had experience with the preparation of
 14 UCC filings?
 15 A. Not extensive but some experience.
 16 Q. Mr. Gonshorek, I'm going to hand you what has
 17 previously been marked as Plaintiff's Exhibit No. 1. Is
 18 Plaintiff's Exhibit 1 an e-mail on which you were
 19 copied?
 20 A. Was that the question?
 21 Q. Yes.
 22 A. This seems to be an e-mail that I was
 23 copied on.
 24 Q. And who was Mr. Green, the sender of the
 25 e-mail?

1 A. He was one of the attorneys working on this
 2 transaction.
 3 Q. And when you say "this transaction," what
 4 transaction does this e-mail concern?
 5 A. Without knowing more, it would be hard to tell
 6 because we did a lot of deals with General Motors and
 7 the agent was JPMorgan. So independently, I would not
 8 know unless I could remember the matter number.
 9 Q. And looking at the matter number, which
 10 appears in the subject line, that doesn't trigger any
 11 recollections for you as to what deal this concerns?
 12 A. I remember seeing that number. I could not
 13 tell you what number that --
 14 MS. BOMCHILL: You have to give an audible answer.
 15 I saw you move your head, but you didn't say anything.
 16 That's fine; just for the future.
 17 THE WITNESS: I'm sorry.
 18 MR. FISHER: Did you complete your answer? Why
 19 don't we read back the question and the answer.
 20 (Record read as requested.)
 21 BY THE WITNESS:
 22 A. (Continuing.) -- went with specifically.
 23 Q. And who is Mr. Perlowski, who's a recipient of
 24 this e-mail?
 25 A. He's a corporate paralegal.

1 Q. Do you have an understanding as to why
 2 Mr. Green cc'd you on this e-mail?
 3 A. Because I was working on the real estate -- on
 4 this transaction, doing title, survey, and whatever else
 5 needed to get done.
 6 Q. And looking at the last sentence of this
 7 e-mail, Mr. Green's request of Mr. Perlowksi says,
 8 "Would like a list of the UCCs that need to be
 9 terminated."
 10 Do you know whether such a list was prepared?
 11 MS. BOMCHILL: Object to the form of the question.
 12 BY THE WITNESS:
 13 A. There was not necessarily a list. There was a
 14 review. The searches were reviewed, and it was
 15 determined which UCCs should be -- should have
 16 termination statements filed in connection with.
 17 Q. Who performed that search?
 18 A. "The search" being the review of the UCC
 19 search results?
 20 Q. Yes.
 21 A. I reviewed it. I believe Mike and Ryan
 22 reviewed it. And I remember discussing the results with
 23 both of them to confirm which termination statements
 24 should be prepared.
 25 Q. How many discussions did you have with

1 Mr. Green about what termination statements should be
 2 prepared?
 3 A. I don't recall.
 4 Q. Do you remember the substance of any of your
 5 conversations with Mr. Green about what termination
 6 statements should be prepared?
 7 A. Which term -- Just was -- Deciding which
 8 terminations needed to be filed.
 9 Q. And what about Mr. Gonshorek?
 10 A. That's me.
 11 Q. I'm sorry. I did that yesterday, too.
 12 What about Mr. Perlowksi?
 13 A. I recall discussing it with him, as well.
 14 Q. What do you recall discussing with
 15 Mr. Perlowksi?
 16 A. Just trying to determine which -- ascertain
 17 which termination -- which UCCs needed terminations
 18 prepared for in connection with the synthetic lease.
 19 Q. As a result of those conversations, did the
 20 three of you come to a determination about which UCC
 21 filings would need to be terminated as part of this
 22 transaction?
 23 MR. CALLAGY: Object to the form.
 24 MS. BOMCHILL: Same objection.
 25 BY THE WITNESS:

1 A. I believe -- Could you repeat the question.
 2 Q. Sure. I'll ask it again.
 3 As a result of the conversations among you,
 4 Mr. Green, and Mr. Perlowksi, did you come to a
 5 conclusion about what UCC filings should be terminated
 6 as part of this transaction?
 7 MS. BOMCHILL: Object to the form and misstates the
 8 witness's testimony.
 9 BY THE WITNESS:
 10 A. I was under the impression we came to a
 11 conclusion as to which UCCs needed termination
 12 statements prepared for.
 13 Q. Do you remember how many UCCs required the
 14 preparation of termination statements?
 15 A. Do I remember independently of what has
 16 transpired over the last six -- Do I know now?
 17 Q. Do you know now?
 18 A. Yes. There were four.
 19 Q. Was there any disagreement among the three of
 20 you about which UCCs required termination statements?
 21 MR. CALLAGY: Object to the form.
 22 MS. BOMCHILL: Same objection.
 23 BY THE WITNESS:
 24 A. I don't recall. I believe we all agreed on
 25 which ones.

1 Q. Mr. Gonshorek, I'm going to hand you what was
 2 marked yesterday as Exhibit No. 4.
 3 A. Do you want this one back?
 4 Q. Sure. Is Plaintiff's Exhibit 4 an e-mail that
 5 you received?
 6 A. It would seem so.
 7 Q. Do you have any reason to doubt that you
 8 received this e-mail?
 9 A. No.
 10 Q. Just a moment ago you mentioned that you
 11 thought there was agreement that termination statements
 12 should be prepared for four UCC financing statements?
 13 A. Correct.
 14 Q. Are the four UCC financing statements
 15 identified in this e-mail the four financing statements
 16 you were referring to in your prior testimony?
 17 A. I believe they are. This looks like an e-mail
 18 I worked from, so I guess yes.
 19 Q. And when you say that this is an e-mail you
 20 worked from, in what way did you work from this e-mail?
 21 A. I used this as the basis for the preparation
 22 of which fixture -- which filings needed to have
 23 terminations prepared for.
 24 Q. And within this exhibit, Exhibit 4, would you
 25 turn, please, to page MB1099.

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

1 Mayer Brown for prior General Motors transactions.
 2 Q. And in connection with this transaction, were
 3 you doing that at the request of any attorney?
 4 A. No specific request. It was just the
 5 paralegals on all prior deals -- I don't know where -- I
 6 don't recall a memo saying, "Paralegals do this." This
 7 is just one of the responsibilities for the paralegals
 8 on the General Motors transactions.
 9 Q. You can set Plaintiff's Exhibit 4 aside. I'm
 10 going to hand you what was marked yesterday as
 11 Plaintiff's Exhibit No. 9.
 12 Mr. Gonshorek, is this an e-mail that you
 13 received?
 14 A. Yes.
 15 Q. And the subject of the e-mail refers to
 16 JPM Chase synthetic lease. Do you know what that
 17 refers to?
 18 A. The transaction that -- in which the UCC in
 19 question was -- statement was concerning.
 20 Q. And, also, in the subject line in parentheses,
 21 there's a reference to "REG Comments." Does that refer
 22 to comments received from Robert Gordon?
 23 A. I have no idea.
 24 Q. Attached to this e-mail is a checklist. What
 25 is this checklist?

1 A. It was checklist for the unwinding of this
 2 synthetic lease.
 3 Q. And at the time that you were working on this
 4 transaction, was it your understanding that this was a
 5 list of documents that were required in order to
 6 complete the transaction?
 7 A. I'm not sure. I assume because they were on
 8 the checklist that they were required and needed to be
 9 completed.
 10 Q. Would you turn, please, to page MB5463.
 11 There's a heading there next to the No. 7 that says
 12 "General Documentation."
 13 A. Yes.
 14 Q. Who prepared the portion of this checklist
 15 that appears below that heading?
 16 A. Which column?
 17 Q. Well, why don't you look across all the
 18 columns and describe for me who prepared each column, to
 19 the best of your knowledge.
 20 MS. BOMCHILL: Are you talking about 7?
 21 BY MR. FISHER:
 22 Q. Let me focus you on the section of this
 23 checklist which is 7A. And my question is, who
 24 prepared -- Who input the information that appears in
 25 each of the columns in Section 7A?

1 MR. CALLAGY: Objection to form.
 2 BY THE WITNESS:
 3 A. Everybody had access to it and updated it,
 4 depending on what they were working on and what
 5 information they had to insert.
 6 Q. Who was -- To your knowledge, who had access
 7 to the document?
 8 A. Ryan, Bob, me, and Stacy, I believe. And, I
 9 guess, anyone else with the -- with access to the
 10 documents could have had access to it. I can't tell
 11 you.
 12 Q. Within section 7A, there is an entry. It's
 13 the last entry in Section 7A that refers to, quote,
 14 Financing statement as to equipment, fixtures, and
 15 related collateral, located at certain U.S.
 16 manufacturing facilities, recorded on 11-30-06 as
 17 File No. 64168084, closed quote.
 18 Do you know who added that item to this
 19 checklist?
 20 A. No.
 21 Q. During the period of time that you were
 22 working on this transaction, did anyone ever communicate
 23 to you that that item did not belong on this checklist?
 24 A. No.
 25 Q. Who reviewed this checklist?

1 MS. BOMCHILL: Object to the form of the question.
 2 BY THE WITNESS:
 3 A. Reviewed as in -- In what sense?
 4 Q. Among the people working on this transaction,
 5 who -- I don't mean anything more by "reviewed" than
 6 looked at. Who looked at this checklist?
 7 A. I know I looked at it. I would assume,
 8 because I don't know, that Ryan looked at it, Stacy
 9 looked at it, and Bob might have looked at it. But I
 10 don't know. I only know that I looked at it.
 11 Q. And going across the columns next to this
 12 particular entry, there's reference to a Document
 13 No. 1457978.1.
 14 A. Yes.
 15 Q. What does that number refer to?
 16 A. I believe I -- It's been a while. I believe
 17 the document storage system was iManage for Mayer Brown,
 18 and that is the document number. Every document had a
 19 specific number, so if you ever needed to find it, then
 20 that would be the document number where that UCC-3 could
 21 be found.
 22 Q. Mr. Gonshorek, I should have mentioned from
 23 the outset, if at any point during the deposition you
 24 feel you need to take a break for any reason, just let
 25 me know and you can do so.

1 A. Okay. Sorry.
 2 Q. I'm handing you what we marked yesterday as
 3 Plaintiff's Exhibit No. 15. Looking at the first page
 4 of this exhibit, is this an e-mail that you received?
 5 A. Yes.
 6 Q. It's an e-mail from Mr. Green, and it's
 7 addressed to Mardi Merjian and Michael Ledyard. Do you
 8 know who Mr. Merjian is?
 9 A. No.
 10 Q. And sitting here today -- I'm not asking you
 11 to restrict yourself to what you knew at the time. To
 12 this day, you don't know who Mr. Merjian is?
 13 A. No.
 14 Q. Who was counsel for JPMorgan in connection
 15 with this transaction?
 16 A. I'm not aware. I didn't deal with outside
 17 people on this.
 18 Q. Aside from -- Did you deal with Mr. Gordon
 19 when you were working on this transaction?
 20 A. Very limited. Normally Mr. Gordon spoke to
 21 Mr. Green, and Mr. Green spoke to me.
 22 Q. So you interacted with Mr. Green on this
 23 transaction?
 24 A. Yes.
 25 Q. You said "very limited." What was the nature

1 of your interaction with Mr. Gordon on this transaction?
 2 A. I don't recall a specific interaction, but if
 3 Mr. Gordon had an issue with something, he would let the
 4 offender know.
 5 Q. During the period of time when you were
 6 working on this transaction, do you recall any
 7 conversations with Mr. Gordon about the transaction?
 8 A. No.
 9 Q. Is it fair to say that during the period of
 10 time you were working on the transaction, that you
 11 weren't identified as an offender?
 12 A. Unless I buried it inside, no.
 13 MS. BOMCHILL: Don't be cute. Just answer the
 14 question.
 15 BY MR. FISHER:
 16 Q. Apart from memories that might be recovered
 17 through means that are beyond me, you can't think of
 18 anything?
 19 A. No.
 20 Q. So aside, then, from Mr. Green and
 21 Mr. Perlowski, who else did you interact with with
 22 respect to this transaction?
 23 A. I believe Stacy Braybrook.
 24 Q. And what was the nature of your interactions
 25 with her on this transaction?

1 A. I recall regarding the property -- the deeds
 2 and the legal descriptions and the property documents.
 3 Q. Was she involved in the UCC termination
 4 statement aspect of this closing?
 5 A. Not that I recall.
 6 Q. But Mr. Green was?
 7 A. Yes.
 8 Q. Let me ask you to turn to page 206 of this
 9 exhibit. Is this a document that you prepared?
 10 A. Yep.
 11 Q. Why did you prepare this document?
 12 MS. BOMCHILL: Just so the record's clear, you're
 13 asking him if he has an independent knowledge as opposed
 14 to looking at the document?
 15 MR. FISHER: I'm asking him why he prepared this
 16 document.
 17 BY THE WITNESS:
 18 A. To prepare a termination statement to
 19 terminate the UCC in connection with the synthetic lease
 20 becoming unwound.
 21 Q. And the document number that appears at the
 22 very bottom of this --
 23 A. It's an iManage document number.
 24 Q. That's the iManage document number that this
 25 document had on the Mayer Brown system?

1 A. Correct.
 2 Q. And is this a fillable PDF form?
 3 A. I don't recall if it was a PDF or a --
 4 Actually -- I can't recall if it was a -- It was a form
 5 of some sort. I don't remember if it was a Word
 6 document or a PDF.
 7 Q. Is it a form that you had used in prior
 8 transactions?
 9 MS. BOMCHILL: Objection to form, the word "form."
 10 Are you talking about the --
 11 MR. FISHER: I'm talking about the form of this
 12 document as opposed to any data that he may have input
 13 into the document.
 14 BY THE WITNESS:
 15 A. It's very likely that I would have used it
 16 before.
 17 Q. And when you say you prepared the document,
 18 did you put the check in the box next to the word
 19 "Termination" in Line 2?
 20 A. Yes.
 21 Q. And that Line 2, towards the end of the line,
 22 refers to the secured party authorizing this termination
 23 statement. Do you see that language?
 24 A. Yes.
 25 Q. Do you know who the secured party was with

1 regard to this transaction?
 2 A. If my education serves me correctly, that
 3 would be the general -- that would, actually, be the
 4 JPMorgan Chase Bank, as administrative agent.
 5 Q. And was it your understanding that JPMorgan
 6 Chase Bank had authorized the preparation of this
 7 termination statement?
 8 A. No idea.
 9 Q. Who would know that?
 10 A. I don't know who would know that. I would
 11 imagine Mr. Gordon or Mr. Green.
 12 Q. And why do you imagine that, if anyone knew,
 13 they would be the ones most likely to know whether
 14 JPMorgan had authorized this?
 15 MS. BOMCHILL: Wait. Can I have the question
 16 again, please.
 17 (Record read as requested.)
 18 BY THE WITNESS:
 19 A. Just a guess. I just don't know.
 20 Q. Is it because they were the attorneys
 21 interacting with counsel for JPMorgan?
 22 MR. CALLAGY: Objection to the form. He says he
 23 doesn't know.
 24 BY THE WITNESS:
 25 A. I don't know who they were interacting with.

1 Q. During the period of time that you were
 2 working on this transaction, did anyone ever tell you
 3 that there were any errors on this draft termination
 4 statement that you prepared?
 5 A. No.
 6 Q. Mr. Gonshorek, I'm handing you what was marked
 7 yesterday as Plaintiff's Exhibit No. 16. This appears
 8 to be an e-mail from someone named Mardi Merjian,
 9 M E R J I A N. Did you receive this e-mail?
 10 A. Yes.
 11 Q. If you look at Mr. Merjian's signature block,
 12 you'll see the name of the law firm Simpson, Thatcher &
 13 Bartlett. Does seeing that in any way refresh your
 14 recollection as to who Mr. Merjian was?
 15 A. Other than he was involved with the deal. And
 16 I actually never knew if Mardi was a he or she, frankly.
 17 But other than they were involved somehow with the
 18 transaction, I don't know.
 19 Q. I'll represent to you upon information and
 20 belief that Mr. Merjian is a he.
 21 A. Okay. Thank you.
 22 Q. So you know Mr. Merjian was involved, but
 23 you're not sure who he represented?
 24 A. Correct.
 25 Q. Did Mr. Merjian ever communicate -- Withdrawn.

1 To your knowledge, did Mr. Merjian ever
 2 communicate to anyone at Mayer Brown any changes he
 3 wished to be made with regard to the draft termination
 4 statement that you prepared?
 5 A. I don't know.
 6 Q. You're not aware of any such changes?
 7 A. No.
 8 Q. Mr. Gonshorek, I'm handing you Plaintiff's
 9 Exhibit No. 17. Looking at the top portion of the first
 10 page of this exhibit, page MB5, is that top portion an
 11 e-mail that you received from Mr. Green?
 12 A. Yes.
 13 MS. BOMCHILL: Based on looking at this? Or are
 14 you asking him if he remembers independently?
 15 MR. FISHER: I'm asking him what it is.
 16 BY MR. FISHER:
 17 Q. Is this an e-mail that you received from
 18 Mr. Green?
 19 A. It appears to be an e-mail that I received.
 20 Q. And the attachment to this e-mail, is that
 21 another version of the checklist that was relied on in
 22 connection with closing this transaction?
 23 A. It seems to be.
 24 Q. And turning your attention to page MB17, in
 25 the Section 7A of this checklist, turning your attention

1 to the last entry in that section, the one that
 2 references a financing statement with the
 3 File No. 6416808-4, looking across the columns to
 4 "Status," it says, quote, draft circulated by MB on
 5 10-15-08, closed quote.
 6 Do you know whether -- Do you know to whom a
 7 draft of the termination statement was circulated?
 8 A. No.
 9 Q. I'm handing you what's been marked as
 10 Plaintiff's Exhibit No. 19. Is this a copy of an e-mail
 11 you received from Mr. Green?
 12 A. It seems to be.
 13 Q. The e-mail refers to escrow instructions. Do
 14 you have an understanding of what those escrow
 15 instructions are?
 16 A. Yes.
 17 Q. What are they?
 18 A. They're the instructions to the title company
 19 how to proceed with money, documents, disbursements, and
 20 who gets what after the deal is funded.
 21 Q. Do you know who prepared these escrow
 22 instructions?
 23 A. Do I know by looking, or do I know by reading?
 24 Q. Let me ask you first, independent of the
 25 document, whether you recall who prepared these escrow

1 instructions?
 2 MS. BOMCHILL: Independently, he asked you.
 3 BY THE WITNESS:
 4 A. No.
 5 Q. Looking at the document, are you able to
 6 determine who prepared the draft escrow instructions?
 7 A. My guess would be Ryan, based on the
 8 signature.
 9 Q. And turning to the second page of this
 10 exhibit, which has the number 430 in the lower
 11 right-hand corner, there's a section in these draft
 12 escrow instructions entitled "For all of the
 13 properties." And under that, there's a No. 2. And
 14 there's a reference to "Termination of UCC financing
 15 statements."
 16 Looking across, there's a No. 6416808-4. Does
 17 that tie to the draft termination statement that you
 18 prepared?
 19 MS. BOMCHILL: Object to the form of the question.
 20 BY THE WITNESS:
 21 A. If the number matches the document -- I have
 22 no independent recollection of the number, but assuming
 23 this number matches the number on the draft, then I
 24 would say it would be the same.
 25 Q. Okay. For the purpose of closing a loop on

1 that, I'd ask you to please look back at the draft.
 2 MS. BOMCHILL: Tell us what exhibit you'd like him
 3 to look at.
 4 MR. FISHER: Plaintiff's Exhibit 15, page 1099.
 5 BY THE WITNESS:
 6 A. 15 doesn't have a 1099.
 7 Q. If you hand me Plaintiff's Exhibit 15, I might
 8 be able to help you find the page.
 9 Mr. Gonshorek, I misspoke. I'd like you to
 10 look at page 206 in Plaintiff's Exhibit 15 and tell me
 11 whether that draft termination statement ties to the
 12 termination statement referenced in the escrow -- draft
 13 escrow instructions.
 14 MS. BOMCHILL: Is that the same question you asked
 15 before?
 16 MR. FISHER: (Nodding.)
 17 MS. BOMCHILL: Okay.
 18 MR. FISHER: In substance.
 19 BY THE WITNESS:
 20 A. Yes, it matches.
 21 Q. During the period of time that you were
 22 working on this transaction, did you ever learn from any
 23 source that there was an error in the escrow
 24 instructions that were prepared in connection with this
 25 transaction?

1 A. No.
 2 MS. BOMCHILL: Do you want to take a break?
 3 THE WITNESS: Sure.
 4 MS. BOMCHILL: Can we take five minutes?
 5 MR. FISHER: Sure.
 6 (A short recess was had.)
 7 MR. FISHER: I'm going to ask the court reporter to
 8 mark as Plaintiff's Exhibit 25 a document numbered MB443
 9 through 446.
 10 (Plaintiff's Deposition Exhibit
 11 No. 25 marked as requested.)
 12 BY MR. FISHER:
 13 Q. Mr. Gonshorek, take a moment to familiarize
 14 yourself with this exhibit, and after you've had a
 15 chance to look at it, let me know whether you
 16 recognize it.
 17 A. Recognize independently, or recognize -- Does
 18 it look familiar?
 19 Q. Does it look familiar?
 20 A. It looks familiar.
 21 Q. Do you have any -- It's a letter addressed to
 22 you. Do you have any reason to doubt you received it?
 23 A. No.
 24 Q. What does it look to you to be?
 25 A. It would appear to be the final status report

1 for UCC filings.
 2 Q. And are those the UCC filings in connection
 3 with the transaction we've been discussing?
 4 A. I don't know.
 5 Q. If you look at page 445, on that page there's
 6 a reference to General Motors Corporation, and then, in
 7 parentheses, 6416808-4. Does that number tie back to
 8 the draft termination statement that you prepared?
 9 A. What page was it on?
 10 Q. It was page 206 in Exhibit 15.
 11 A. The number on page 445 and the number on
 12 page 206 -- I guess they're all sequential -- And
 13 page 206 would seem to match.
 14 Q. And what is CT Lien Solutions?
 15 A. I would imagine it's a division of CT Corp
 16 that handles liens, UCC work.
 17 Q. And is Plaintiff's Exhibit 25 confirmation to
 18 you that the draft termination statement which you
 19 prepared was ultimately filed in its final form?
 20 MR. CALLAGY: Objection to the form.
 21 MS. BOMCHILL: Same objection.
 22 BY THE WITNESS:
 23 A. I don't -- According to the letter, the letter
 24 is stating that they were indeed filed.
 25 Q. Was that consistent with the escrow

1 instructions that pertain to this transaction?
 2 MS. BOMCHILL: Objection --
 3 MR. CALLAGY: Objection to form.
 4 MS. BOMCHILL: Same.
 5 BY THE WITNESS:
 6 A. I would have to look at the escrow
 7 instructions to determine if that were so.
 8 Q. Mr. Gonshorek, I'm handing you what was marked
 9 yesterday as Exhibit No. 22. Are those -- Is that a
 10 copy of the escrow instructions that pertain to the
 11 transaction at issue?
 12 A. It would seem to be.
 13 Q. Was the filing of the termination statement
 14 for UCC 6416808-4, as reflected in Plaintiff's
 15 Exhibit 25, consistent with the escrow instructions?
 16 MR. CALLAGY: Objection to form.
 17 MS. BOMCHILL: Same.
 18 BY THE WITNESS:
 19 A. Could you repeat it.
 20 Q. Sure. Was the filing of the termination
 21 statement with regard to UCC financing statement
 22 6416808-4 consistent with the escrow instructions for
 23 the transaction?
 24 MS. BOMCHILL: Continuing objection.
 25 MR. CALLAGY: Objection, form.

1 BY THE WITNESS:
 2 A. 6416808-4, they're mentioned on both places.
 3 More than that I don't know.
 4 Q. Based on your reading of the escrow
 5 instructions, does it call for the filing of a
 6 termination statement with regard to financing statement
 7 6416808-4?
 8 MR. CALLAGY: Objection to form.
 9 MS. BOMCHILL: Yeah, do you want him to read the
 10 whole escrow instructions? Your question anticipates
 11 that.
 12 BY MR. FISHER:
 13 Q. If you think it's necessary to read through
 14 the complete document, feel free to do so. But if it's
 15 possible --
 16 MS. BOMCHILL: He's really not here as an expert
 17 witness, so I don't know what his reading and giving you
 18 his reading does anything, but...
 19 BY MR. FISHER:
 20 Q. Let me come back to my question about the
 21 escrow instructions, Mr. Gonshorek.
 22 How was the -- Describe how the termination
 23 statement came to be filed.
 24 A. The actual physical -- The actual process once
 25 I receive -- once I was told the deal closed and they

1 needed to be physically filed?
 2 Q. Yes.
 3 A. One more time.
 4 Q. You want me to repeat the question?
 5 A. Yes, please.
 6 Q. I'll ask a different question. Who told you
 7 to file the termination statement?
 8 MR. CALLAGY: Objection to form.
 9 MS. BOMCHILL: Same objection.
 10 BY THE WITNESS:
 11 A. I recall -- Most likely it was Ryan told me
 12 once -- at the closing of the deal.
 13 Q. Were you present at the closing?
 14 A. No.
 15 Q. So when you say "at the closing," you're
 16 referring to a point in time, not a location?
 17 A. Correct.
 18 Q. And once you were told to go ahead and file
 19 the termination statement, what did you do next?
 20 A. I don't remember specifically. I did this a
 21 lot. I would have sent -- e-mailed the termination
 22 statements to CT Corp.
 23 Q. And was CT Corp, then, the entity that
 24 physically filed the termination statement?
 25 A. I don't know. I asked my representative at

1 CT Corp to have the statements filed. I'm not -- I
 2 don't know how they were filed.
 3 Q. Okay. But to your knowledge, thereafter, the
 4 termination statement for UCC financing statement
 5 6416808-4 was filed?
 6 A. Only by looking at this document would -- It
 7 would appear as it was filed.
 8 Q. And before you did that, you had seen a copy
 9 of the escrow instructions?
 10 A. Yes.
 11 Q. And, to your knowledge, were you acting
 12 consistent with the information contained in the escrow
 13 instructions?
 14 MR. CALLAGY: Objection to form.
 15 MS. BOMCHILL: Same objection.
 16 BY THE WITNESS:
 17 A. I don't know if I was acting in conjunction
 18 with or in -- I just filed the UCCs. I don't recall
 19 whether it was in connection with or not with the escrow
 20 instructions.
 21 Q. And during the period of time that you were
 22 working on this transaction, through and including your
 23 request to CT to file the termination statement, did
 24 anyone ever tell you not to file it?
 25 A. No.

1 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
 6 filing, would you have?
 7 A. Yes.
 8 Q. If Mr. Gordon had told you to hold off, would
 9 you have?
 10 A. Yes.
 11 Q. If Mr. Merjian had told you to hold off, would
 12 you have?
 13 MR. CALLAGY: Objection to form. He never talked
 14 to Mr. Merjian. He doesn't know who Mr. Merjian is.
 15 MR. FISHER: He received e-mails from Mr. Merjian.
 16 MS. BOMCHILL: Well, he read the documents and said
 17 he was on there.
 18 BY THE WITNESS:
 19 A. If I had received such request from
 20 Mr. Merjian, I would have checked with Mr. Green or
 21 Mr. Gordon before I did anything.
 22 Q. And did you receive any such request from
 23 Mr. Merjian?
 24 A. I have no recollection about that.
 25 Q. And to your knowledge -- If you had, is that

1 something you would likely remember?
 2 MR. CALLAGY: Objection, form.
 3 BY THE WITNESS:
 4 A. I don't know. It's been a rough 14 months.
 5 Q. Did there come a point in time when you
 6 learned that a mistake had been made with regard to the
 7 termination statement we've been discussing?
 8 A. Yes.
 9 Q. When did that first come to your attention?
 10 A. Sometime around June.
 11 Q. June 2009?
 12 A. Yes.
 13 Q. How did it come to your attention?
 14 A. I received a phone call from Ms. Bomchill
 15 stating such.
 16 MS. BOMCHILL: I will just instruct you, to the
 17 extent that any questions are going to seek to invade
 18 the attorney-client privilege, I would instruct you not
 19 to answer them.
 20 THE WITNESS: Okay.
 21 BY MR. FISHER:
 22 Q. Mr. Gonshorek, Ms. Bomchill represents you
 23 here today?
 24 MS. BOMCHILL: Yes.
 25 BY THE WITNESS:

1 A. Yes.
 2 Q. And when did her representation of you
 3 commence?
 4 A. I don't know. This is not my area. I don't
 5 know.
 6 MS. BOMCHILL: Mr. Gonshorek is a former employee
 7 of Mayer Brown. As a former employee, my conversations
 8 with him in connection with his employment would be
 9 covered under -- as an employee of Mayer Brown. And
 10 whether he understands the details of that, he believes
 11 I represent him today, and I believe he knows that when
 12 he talked to me, he was talking to me as counsel to his
 13 employer.
 14 MR. FISHER: And I will attempt to avoid a dispute
 15 about this. I disagree with your characterization of
 16 the law concerning attorney-client privilege and when
 17 the attorney-client relationship began. But I state
 18 that for the record, and it may be a moot point, as
 19 there may not be questions that will bring us into
 20 dispute about this.
 21 MS. BOMCHILL: Okay.
 22 BY MR. FISHER:
 23 Q. Aside from conversations with Ms. Bomchill,
 24 did you learn from any other source that a mistake had
 25 been made with respect to the termination statement

1 we've been discussing?
 2 A. No.
 3 Q. Have you discussed -- Since learning this
 4 information from Ms. Bomchill, have you discussed the
 5 termination statement with anyone aside from
 6 Ms. Bomchill?
 7 A. No. Melissa.
 8 Q. By "Melissa," you're referring to
 9 Ms. Bomchill's colleague, who is also an attorney at
 10 Mayer Brown?
 11 A. Yes. And now that I'm looking around the
 12 room, that gentleman and I had a discussion -- I forgot
 13 your name.
 14 MR. CALLAGY: Callagy, John Callagy.
 15 BY THE WITNESS:
 16 A. We discussed this at a sort of less formal one
 17 of these sometime a few months ago.
 18 Q. Okay. When you refer to a "less formal one of
 19 these," there was a meeting?
 20 A. There was a meeting.
 21 Q. When did that meeting occur?
 22 A. I don't know. It was a few months ago.
 23 Q. And who attended that meeting?
 24 A. Ms. Bomchill, Melissa --
 25 Q. And Mr. Callagy?

1 A. Yes.
 2 Q. Do you know who Mr. Callagy represents in this
 3 case?
 4 A. I was told he represents Chase.
 5 Q. Who invited you to that meeting?
 6 A. It was more of a request of Ms. Bomchill.
 7 Q. And what occurred during the course of that
 8 meeting?
 9 A. I was asked questions.
 10 Q. Mr. Callagy asked you questions?
 11 A. Yes, sir, and another gentleman. I recall
 12 there being one other person there, as well.
 13 Q. And you don't remember that other person's
 14 name?
 15 A. No.
 16 Q. Was it your understanding that that other
 17 person worked at Mr. Callagy's firm?
 18 A. I don't recall.
 19 Q. So there was Mr. Callagy, another person whose
 20 name you can't recall, Ms. Bomchill. Anyone else at the
 21 meeting?
 22 A. Not that I recall.
 23 Q. What did Mr. Callagy ask you?
 24 A. I don't recall specifically.
 25 Q. Was he asking you about the termination

1 statement that I've been asking you about?
 2 A. Yes.
 3 Q. Do you remember anything he asked you about
 4 that?
 5 A. I don't recall.
 6 Q. Do you remember anything Mr. Callagy said at
 7 that meeting?
 8 A. No.
 9 Q. Did Mr. Callagy tell you that JPMorgan had
 10 never authorized the filing of this termination
 11 statement?
 12 A. I don't recall.
 13 Q. Did he tell you anything in substance similar
 14 to that, namely that JPMorgan had not authorized this
 15 filing of the termination statement?
 16 A. My recollection is that the questions related
 17 solely to the preparation of the financing statement.
 18 Q. By "the financing statement," you're referring
 19 to the termination statement that was filed in
 20 connection with the closing on -- Just let me finish the
 21 question. Only for purposes so that we have a clear
 22 record.
 23 What do you refer -- New question. What are
 24 you referring to in your last answer when you referred
 25 to Mr. Callagy asking you about "The financing

1 statement"?
 2 A. I recall the scope of the questions pertained
 3 to my role in the transaction.
 4 Q. What did you tell Mr. Callagy about your role?
 5 A. I don't recall specifically.
 6 (Discussion off the record between
 7 witness and his attorney.)
 8 MS. BOMCHILL: You certainly can tell him anything
 9 you said at that meeting.
 10 BY THE WITNESS:
 11 A. My role in the transaction, how I prepared the
 12 documents, what I reviewed, what I prepared, and such.
 13 Q. At the time what was your understanding as to
 14 why Mr. Callagy was asking you these questions?
 15 A. It was apparently in connection with my phone
 16 call from Ms. Bomchill in June saying there was a
 17 mistake in a UCC.
 18 Q. Did you look at any documents during the
 19 course of this meeting with Mr. Callagy?
 20 A. Yes.
 21 Q. What documents did you look at?
 22 A. Specifically, I don't recall. I -- Period.
 23 Q. Were you shown a copy of the escrow
 24 instructions?
 25 A. I don't recall.

1 Q. You don't recall one way or the other?
 2 A. Right.
 3 Q. Is there any document at all that you do
 4 recall having been shown during the course of this
 5 meeting?
 6 A. I have a vague recollection of seeing the
 7 errantly filed termination statement.
 8 Q. Aside from that termination statement, you
 9 don't recall any other -- seeing any other documents?
 10 A. No.
 11 Q. But you believe you were shown other
 12 documents?
 13 A. I believe I was shown other documents.
 14 MR. FISHER: We'll put this request in writing, but
 15 I'm going to ask to be provided with a copy of all
 16 documents that were shown to Mr. Gonshorek during that
 17 meeting.
 18 MS. BOMCHILL: I didn't show him any documents
 19 during that meeting.
 20 MR. FISHER: Then I'll take that up with
 21 Mr. Callagy, and certainly we don't need to take that
 22 up now.
 23 MS. BOMCHILL: Okay.
 24 BY MR. FISHER:
 25 Q. How did the meeting conclude?

1 MR. CALLAGY: Objection to the form.
 2 BY THE WITNESS:
 3 A. Mr. Callagy stopped asking questions.
 4 Q. How long did the meeting last?
 5 A. I don't recall specifically.
 6 Q. Can you approximate?
 7 A. An hour, if that long.
 8 Q. Do you know whether Mr. Callagy interviewed
 9 anyone else from Mayer Brown who worked on this
 10 transaction?
 11 A. I don't know.
 12 Q. Did Mr. Callagy show you an affidavit that had
 13 been signed by Robert Gordon?
 14 A. I don't recall.
 15 Q. Do you recall ever having seen such an
 16 affidavit?
 17 A. I've heard mention of it. I don't recall
 18 whether I've seen it.
 19 Q. Aside from conversations you may have had with
 20 counsel, did anyone else mention to you this Robert
 21 Gordon affidavit?
 22 A. No.
 23 Q. And you've never seen it?
 24 A. Not to my recollection.
 25 Q. Were you ever asked to review it?

1 A. I don't believe -- I don't believe so.
 2 Q. So you've never seen it, to your knowledge, in
 3 either draft or final form?
 4 A. Correct.
 5 Q. Aside from the meeting you've described with
 6 Mr. Callagy and aside from any communications you may
 7 have had with counsel, have you ever discussed the
 8 termination statement that's at issue in this case with
 9 anyone else?
 10 A. Before or after the discovery of the error?
 11 Q. Okay. So let's just break that down.
 12 After your work in closing the transaction was
 13 concluded until today, aside from communications with
 14 counsel and aside from conversations with Mr. Callagy,
 15 have you ever discussed the termination statement with
 16 anyone else?
 17 A. No.
 18 Q. I'm handing you what was marked yesterday as
 19 Plaintiff's Exhibit No. 6. And I will represent to you
 20 that your name does not appear as among the recipients
 21 of the e-mail that appears on the first page of this
 22 exhibit. Take a moment to look at the -- at that page
 23 and tell me whether you've ever seen it before.
 24 A. No.
 25 Q. Turn the page, please, to page 77.

1 MS. BOMCHILL: The second page of this exhibit?
 2 I'm sorry.
 3 MR. FISHER: Yes, the second page of this exhibit.
 4 BY MR. FISHER:
 5 Q. You've never seen this before?
 6 A. No.
 7 Q. Turn to page 78, please. Looking at
 8 paragraph 8, there's text there which says, "Unbeknownst
 9 to me, the paralegal tasked with filing the termination
 10 statement for the GM leasing financing statement
 11 referred to above also caused a termination statement to
 12 be filed with respect to a UCC-1 financing statement
 13 that is entirely unrelated to the transaction or the
 14 properties."
 15 Were you the paralegal tasked with filing the
 16 termination statement referred to in that paragraph?
 17 MR. CALLAGY: Objection, form.
 18 BY THE WITNESS:
 19 A. I don't know.
 20 Q. I'll represent to you that that paragraph is
 21 part of an affidavit that was executed by Mr. Gordon.
 22 Was Mr. Gordon aware that you had prepared the draft
 23 termination statement that's at issue in this case?
 24 MR. CALLAGY: Objection, form.
 25 BY THE WITNESS:

1 A. I don't know. I didn't send them to him. If
 2 somebody else did, I don't know.
 3 Q. Was Mr. Gordon provided with a draft of the
 4 closing checklist for the transaction?
 5 A. I don't know.
 6 Q. Was he provided with a copy of the escrow
 7 instructions for the transaction?
 8 A. I don't know.
 9 MR. FISHER: Why don't we take a short break, and
 10 I'm very close to done.
 11 (A short recess was had.)
 12 BY MR. FISHER:
 13 Q. Mr. Gonshorek, would you refer back to
 14 Plaintiff's Exhibit 15. Does looking at Plaintiff's
 15 Exhibit 15 indicate to you one way or the other whether
 16 Mr. Gordon received a draft of the termination statement
 17 that you had prepared?
 18 A. Could you repeat the beginning of that
 19 question.
 20 Q. Yes. Looking at Plaintiff's Exhibit 15, does
 21 that indicate to you one way or the other whether
 22 Mr. Gordon received a copy of the draft termination
 23 statement that you had prepared?
 24 A. Only by interpreting the e-mail would I say
 25 that he got it.

1 Q. And you don't know whether or not he received
 2 this e-mail? Is that --
 3 A. I presume he received the e-mail.
 4 Q. And if your presumption is correct that he
 5 received this e-mail, would he then also have received a
 6 copy of the draft termination statement that you had
 7 prepared?
 8 MS. BOMCHILL: Calls for speculation.
 9 BY MR. FISHER:
 10 Q. Specifically I'll refer your attention back to
 11 page 206 of this exhibit.
 12 A. I would have to go with I don't know.
 13 MR. FISHER: I have no further questions.
 14 MR. CALLAGY: Just a couple, Mr. Gonshorek.
 15 CROSS-EXAMINATION
 16 BY MR. CALLAGY:
 17 Q. My name is John Callagy and, as you know, I
 18 represent JPMorgan. I ask you to take a look at
 19 Plaintiff's Exhibit 4, please.
 20 A. Okay.
 21 Q. The subject line in that memorandum, copy of
 22 which was sent to you, in any event, is Auto Facilities
 23 Real Estate Trust 2001. Do you know what that
 24 refers to?
 25 A. It was connected to a synthetic lease

1 involving General Motors.
 2 Q. And from the time that you first began to work
 3 with Mr. Green on this particular transaction, did all
 4 the work that you did with Mr. Green relate to that
 5 synthetic lease transaction?
 6 A. Yes.
 7 Q. At any point in time when you were working at
 8 Mayer Brown, did you work on other financing
 9 transactions between JPMorgan -- related to JPMorgan and
 10 General Motors?
 11 A. Yes.
 12 Q. What other ones did you work on?
 13 A. I don't recall the names, but this was not my
 14 first.
 15 Q. And did you ever work on a financing
 16 transaction between JPMorgan and General Motors which
 17 related -- which was referred to as a term loan
 18 financing?
 19 A. I don't recall.
 20 Q. Now, at all times that you were working on the
 21 transaction with Mr. Green --
 22 A. This specific?
 23 Q. -- this specific transaction, this synthetic
 24 lease transaction, did you believe that the documents
 25 you were preparing were being prepared in the context of

1 winding up the synthetic lease transaction and no other
 2 transaction?
 3 A. Yes.
 4 Q. You testified, I believe, that you did not
 5 deal with outside -- the outside parties; i.e., outside
 6 counsel for the parties and so forth. Most of the work
 7 you did, I believe you said, was with the people --
 8 Mr. Green and the other paralegals and partners at
 9 Mayer Brown.
 10 A. Correct.
 11 Q. You mentioned you did not believe you had
 12 spoke with Mr. Merjian. Did you at any point in time
 13 communicate with anybody directly from JPMorgan?
 14 A. Not that I recall.
 15 Q. Does the name Richard Duker mean anything
 16 to you?
 17 A. No.
 18 Q. And you don't recall having conversations with
 19 Mr. Duker in the course of your work on this
 20 transaction?
 21 A. No.
 22 MR. CALLAGY: That's all for me.
 23 Just for the record, I would like to state for
 24 the record that to the extent there is an issue -- an
 25 ongoing issue about the attorney-client privilege

1 assertion with respect to conversations with
2 Mr. Gonshorek and Ms. Bomchill, I would like to reserve
3 our rights with respect to that in terms of our
4 objecting to that assertion. And, therefore, we would
5 like to maintain that objection if it becomes necessary
6 for us to go further on this issue.

7 (Witness excused.)
8 (End time 12:15 p.m.)
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1 UNITED STATES OF AMERICA)
SOUTHERN DISTRICT OF NEW YORK)
2) SS.
STATE OF ILLINOIS)
3 COUNTY OF COOK)
4

5 I, Jennifer D. Riemer, Certified Shorthand
6 Reporter, Registered Professional Reporter, and
7 Certified Realtime Reporter, do hereby certify that
8 STEWART GONSHOREK was first duly sworn by me to testify
9 to the whole truth and that the above deposition was
10 reported stenographically by me and reduced to
11 typewriting under my personal direction.

12 I further certify that the said deposition was
13 taken at the time and place specified and that the
14 taking of said deposition commenced on the 28th day of
15 January, A.D., 2010, at 10:40 a.m.

16 I further certify that I am not a relative or
17 employee or attorney or counsel of any of the parties,
18 nor a relative or employee of such attorney or counsel,
19 nor financially interested directly or indirectly in
20 this action.
21
22
23
24
25

1
2 IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
3
4 IN RE: MOTORS LIQUIDATION)
COMPANY, et al.,)
5 Debtors.)
) No. 09-50026 (REG)
6 OFFICIAL COMMITTEE OF UNSECURED)
CREDITORS OF MOTORS LIQUIDATION)
7 COMPANY f/k/a GENERAL MOTORS)
CORPORATION,)
8 Plaintiff,)
9 -against-)
10 JP MORGAN CHASE BANK, N.A.,)
11 Individually and as)
Administrative Agent for)
12 various lenders party to the)
Term Loan Agreement described)
13 herein, et al.,)
14 Defendants.)
15

16 I, STEWART GONSHOREK, state that I have read
17 the foregoing transcript of the testimony given by me at
18 my deposition on the 28th day of January, A.D., 2010,
19 and that said transcript constitutes a true and correct
20 record of the testimony given by me at the said
21 deposition except as I have so indicated on the errata
22 sheets provided herein.

23 No corrections (Please initial) _____
24 Number of errata sheets submitted _____(pgs.)
25

22 STEWART GONSHOREK
23 SUBSCRIBED AND SWORN to
before me this _____ day
24 of _____, 2010.
25 NOTARY PUBLIC

1 In witness whereof, I have hereunto set my
2 hand at Chicago, Illinois, this 1st day of February,
3 A.D., 2010.
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JENNIFER D. RIEMER, CSR, RPR, CRR
205 West Randolph Street
5th Floor
Chicago, Illinois 60606
Phone: (312) 236-6936

CSR No. 084-003901

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE:)
)
MOTORS LIQUIDATION COMPANY,) Chapter 11
et al.,) No. 09-50026 (REG)
)
Debtors.)
)
-----) Jointly Administered
OFFICIAL COMMITTEE OF)
UNSECURED CREDITORS OF)
MOTORS LIQUIDATION COMPANY)
f/k/a GENERAL MOTORS)
CORPORATION,)
)
Plaintiff,)
) Adversary Proceeding
vs.) No. 09-50026 (REG)
)
JP MORGAN CHASE BANK, N.A.,)
Individually and as)
Administrative Agent for)
various lenders party to the)
Term Loan Agreement)
described herein, et al.,)
)
Defendants.)

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 Jennifer D. Riemer, Certified Shorthand Reporter, Registered Professional Reporter, and Certified Realtime Reporter, at 71 South Wacker Drive, Suite 3200, Chicago, Illinois, commencing at 1:54 p.m. on the 28th day of January, A.D., 2010.

1
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25

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19
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1 WHEREUPON:
2 ROBERT GORDON,
3 called as a witness herein, having been first duly
4 sworn, was examined and testified as follows:
5 DIRECT EXAMINATION
6 BY MR. FISHER:
7 Q. Good afternoon, Mr. Gordon. My name is Eric
8 Fisher, and I'm here with my colleague, Katie Cooperman,
9 and we are special counsel to the Official Committee of
10 Unsecured Creditors in the GM bankruptcy proceedings.
11 I'm going to ask you a number of questions
12 this afternoon. If you don't understand a question,
13 please let me know, and I will try to rephrase it.
14 Okay? It's important that you answer questions audibly
15 so that the court reporter can take down both my
16 questions and your answers.
17 A. Okay.
18 Q. Would you describe briefly your educational
19 background.
20 A. I graduated law school from the School of Law
21 of Northwestern 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 I've been at Mayer Brown since.

* * * * *

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?

4 A. I'm in the real estate group, and I practice
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?

10 A. Yes.

11 Q. When did you become a partner?

12 A. I believe in 1986.

13 Q. Mr. Gordon, I'm handing you what's previously
14 been marked as Plaintiff's Exhibit No. 7. Looking at
15 the first page of this exhibit, the top portion of the
16 page, is that an e-mail that you sent to Mr. Green?

17 A. Reading this, it is an e-mail I sent to
18 Ryan Green.

19 Q. And what was the purpose of the e-mail?

20 A. It was to ask Ryan to put together a checklist
21 for the payoff of the GM synthetic lease.

22 Q. And what did you mean by -- when you asked him
23 to prepare a checklist?

24 A. I asked him to put together a checklist of the
25 documents required to pay off the GM Chase synthetic

1 lease, including a list of the documents required.

2 Q. And at the time that you sent this e-mail to
3 Mr. Green, did you expect that among the documents that
4 would be included on the checklist would be certain UCC
5 filings?

6 A. Yes.

7 Q. And did Mr. Green, in fact, prepare the
8 checklist you asked him to prepare?

9 A. I believe he did, yes.

10 Q. And you said the transaction in question was
11 the payoff on the GM synthetic lease. Would you
12 describe what that transaction involved.

13 A. Which transaction?

14 Q. Specifically the payoff. I'm not interested
15 in the underlying transaction, but the -- the payoff of
16 the synthetic lease, I would just like to understand
17 what you mean by that.

18 A. The synthetic lease was a transaction between
19 Chase and General Motors involving a group of
20 properties. We were asked by GM to prepare the
21 documents necessary for Chase to be paid off for the
22 obligations on that synthetic lease and to release their
23 interest in those properties.

24 Q. And what was -- You said that Chase was a
25 party to the transaction. What was their status?

1 A. I believe that they were the administrative
2 agent for the financing parties, and they were one of
3 the financing parties.

4 Q. And as part of closing out this transaction,
5 it was necessary to release certain security interests
6 that JPMorgan had?

7 MS. BOMCHILL: Could I hear the question again.

8 MR. FISHER: Let me ask it again.

9 BY MR. FISHER:

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

14 MR. CALLAGY: Object to the form.

15 BY THE WITNESS:

16 A. I expected that termination statement filings
17 would need to be made with respect to the financing
18 statements that related to the properties in the
19 synthetic lease.

20 Q. And focusing on this period in October 2008,
21 when you were contemplating the payoff of this lease and
22 what would be necessary in order to close the
23 transaction, who did you expect would prepare any
24 termination statements that were to be filed?

25 A. Either someone from our office or someone from

1 counsel for JPMorgan.

2 Q. Did there come a point in time in October 2008
3 when it became clear to you that Mayer Brown, as counsel
4 to GM, would be preparing the draft termination
5 statements for closing?

6 A. Can you repeat the question.

7 Q. Sure. Did there come a point in time when you
8 learned that GM, as opposed to JPMorgan, would be
9 preparing the draft termination statements?

10 MR. CALLAGY: Object to the form.

11 BY MR. FISHER:

12 Q. Actually, I misspoke. Did there come a point
13 in time when you learned that Mayer Brown would be
14 preparing the draft termination statements?

15 A. Again --

16 Q. Let me -- Clearly it's not a good question.

17 A. I don't know what you're getting at.

18 Q. Did Mayer Brown or counsel for JPMorgan
19 prepare termination statements that were filed in
20 connection with this transaction?

21 A. Mayer Brown prepared the termination
22 statements.

23 Q. How was it decided that Mayer Brown would
24 prepare the termination statements as opposed to counsel
25 for JPMorgan?

1 MR. CALLAGY: Objection to the form.
 2 BY THE WITNESS:
 3 A. I don't know.
 4 Q. Is there -- In your experience is there a
 5 convention or a custom as to whether borrower's counsel
 6 or lender's counsel prepares termination statements?
 7 A. I'm not aware of a custom.
 8 Q. Who was counsel for JPMorgan on this
 9 transaction?
 10 A. Simpson Thatcher.
 11 Q. Mr. Gordon, I'm showing you what has
 12 previously been marked as Plaintiff's Exhibit No. 17.
 13 Focusing on the top portion of the first page of this
 14 exhibit, is that an e-mail that a copy of which you
 15 received from Mr. Green?
 16 A. It shows that I was copied on this e-mail,
 17 yes.
 18 Q. Do you have any reason to doubt you received
 19 this e-mail?
 20 A. No.
 21 Q. And I believe you testified earlier that you
 22 believed or thought that Mr. Green had prepared the
 23 checklist. Does looking at this e-mail confirm to you
 24 that Mr. Green, in fact, did prepare a checklist at your
 25 request?

1 A. It indicates that he sent an updated checklist
 2 and copied me.
 3 Q. So Mr. Green did prepare a checklist?
 4 MR. CALLAGY: Objection to form.
 5 BY THE WITNESS:
 6 A. In looking at this, I just see that he sent an
 7 updated checklist.
 8 Q. And you're not sure who prepared the
 9 checklist?
 10 A. Correct.
 11 Q. And you received a copy of the checklist?
 12 A. Based on this e-mail.
 13 Q. And do you have any reason -- Withdrawn. I
 14 think you've already answered that.
 15 Would you turn to page MB17 of this exhibit,
 16 please. There's a section under 7A, and the heading
 17 next to 7 says "General Documentation," and then next to
 18 "A" it says, "Termination of UCC's Central DE Filings."
 19 And then there are a number of entries below that.
 20 If you skip down to the third one, it says,
 21 "Financing statement as to equipment, fixtures, and
 22 related collateral located at certain U.S. manufacturing
 23 facilities, recorded on 11-30-06, as
 24 File No. 6016808-4." Do you see that?
 25 A. Yes.

1 Q. What does it refer to?
 2 A. Reading this it refers to a financing
 3 statement that was filed on November 30th, 2006.
 4 Q. And there is a column that's called "Document
 5 number." And then if you look at that column in the row
 6 where that financing statement I just pointed out
 7 occurs, you'll see a Document No. 1457978.1.
 8 Do you know whether that refers to the
 9 document number that was assigned to a particular
 10 document in the Mayer Brown iManage system?
 11 A. It looks like that kind of document number.
 12 Q. Did you review this checklist in October 2008?
 13 A. I don't recall.
 14 Q. Is there any document that you can think of in
 15 existence in the world that might refresh your
 16 recollection, one way or the other, as to whether you
 17 looked at this checklist in October 2008?
 18 A. There might be a document. I'm not aware of
 19 any at this point.
 20 Q. Mr. Gordon, I'm handing you Plaintiff's
 21 Exhibit 15. Looking at the first page of this exhibit,
 22 did you receive a copy of this e-mail from Mr. Green to
 23 Mr. Merjian and Mr. Ledyard?
 24 A. I don't recall, but it shows I'm copied on the
 25 e-mail.

1 Q. Do you have any reason to doubt you received a
 2 copy of it?
 3 A. No.
 4 Q. Who is Mr. Merjian?
 5 A. He's an attorney at Simpson Thatcher.
 6 Q. And what was Mr. Merjian's role with respect
 7 to this transaction?
 8 A. He was counsel to Chase in connection with the
 9 synthetic lease financing.
 10 Q. And Mr. Green is an associate here?
 11 A. Yes.
 12 Q. And he was working on this matter under your
 13 direction?
 14 A. Yes.
 15 Q. And what were his -- What were Mr. Green's
 16 responsibilities with respect to this transaction?
 17 A. To coordinate the termination and payoff of
 18 the synthetic lease and coordinate the exchange of
 19 documents to do that.
 20 Q. And there are two individuals who have GM.com
 21 e-mail addresses that also appear on this exhibit. Who
 22 are they?
 23 A. Arun Sundaram is an employee of GM in the
 24 treasurer's office at the time. And Timothy Condor is
 25 an employee of GM in Detroit.

1 Q. 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
 5 contact at JPMorgan was?
 6 A. I don't.
 7 Q. Do you have an understanding as to why
 8 Mr. Green would have shared a copy of the closing
 9 checklist with Mr. Merjian?
 10 A. Yes.
 11 Q. Why?
 12 A. To coordinate the payoff of the synthetic
 13 lease.
 14 Q. Was JPMorgan's agreement required with respect
 15 to the payoff of this lease?
 16 MR. CALLAGY: Objection to form.
 17 BY THE WITNESS:
 18 A. No.
 19 Q. With regard to termination statements that
 20 were to be filed in connection with this payoff, was
 21 JPMorgan's consent required?
 22 A. JPMorgan's consent was required to file
 23 termination statements terminating their financing
 24 statements relating to the properties in the synthetic
 25 lease.

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

1 A. I've seen the filed version of this document.
 2 Q. When you refer to the "Filed version of this
 3 document," are you referring to a termination statement
 4 that relates to UCC Filing 6416808-4?
 5 A. Yes.
 6 Q. Who prepared this page, page 206?
 7 A. I don't know.
 8 Q. If you could refer back, Mr. Gordon, please,
 9 to Plaintiff's Exhibit 17. My apologies. That's the
 10 wrong exhibit. I'll let you know in a moment what
 11 exhibit it is I'd like you to refer to.
 12 I'm handing you what's previously been marked
 13 as Plaintiff's Exhibit No. 8. And I'll represent to you
 14 that you are not indicated as a recipient of this
 15 e-mail. The e-mail subject line refers to a GM
 16 checklist. And in parentheses, there's an entry that
 17 says, "10-6 REG comments." Are those your initials?
 18 A. Yes.
 19 Q. Did you provide comments to Mr. Green with
 20 respect to the checklist?
 21 A. I may have.
 22 Q. What do you recall about any comments you may
 23 have provided?
 24 A. I don't recall.
 25 Q. Are you aware of any document that would

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

1 MR. CALLAGY: Object to the form.
 2 MS. BOMCHILL: Object to form.
 3 BY THE WITNESS:
 4 A. I'm not aware of whether he had or didn't have
 5 any comments.
 6 Q. And just to make sure my questions are clear,
 7 when I refer to "this transaction," I'm referring to the
 8 payoff under the synthetic lease. Is that consistent
 9 with your understanding of what I'm referring to? In
 10 other words, when you answered my last question --
 11 A. Yes.
 12 Q. -- is that what you had in mind as "the
 13 transaction"?
 14 A. Yes.
 15 Q. If Mr. Merjian had comments with regard to any
 16 of the closing documents for this transaction, would you
 17 expect that those comments would have come to your
 18 attention?
 19 MR. CALLAGY: Objection to form.
 20 MS. BOMCHILL: Object to the form.
 21 BY THE WITNESS:
 22 A. Maybe, maybe not.
 23 Q. Are there certain kinds of comments that
 24 likely would have come to your attention and another
 25 category that, perhaps, would not?

1 A. Not -- No. No.
 2 Q. I'm just trying to -- Is it simply arbitrary?
 3 I'm trying to understand the nature of your answer. My
 4 question is simply, would you have expected -- Would you
 5 have expected to learn of any comments Mr. Merjian had?
 6 MS. BOMCHILL: I think he answered that question.
 7 MR. FISHER: I won't ask for another answer. I
 8 agree with you.
 9 BY MR. FISHER:
 10 Q. Mr. Gordon, I've handed you what's been marked
 11 as Plaintiff's Exhibit 22. Please have a look at this
 12 document, and after you've done so, tell me what it is.
 13 MS. BOMCHILL: Perhaps we could -- For his
 14 edification, there is a page missing from this.
 15 MR. FISHER: Why don't we provide Mr. Gordon with
 16 that additional signature page, as well.
 17 MS. BOMCHILL: Okay.
 18 MR. FISHER: It shouldn't slow down your -- Take a
 19 look at it, and we'll get you an additional signature
 20 page that goes with this document.
 21 BY MR. FISHER:
 22 Q. Mr. Gordon, I'm also handing you Exhibit
 23 No. 23. And on the second page of that exhibit, you'll
 24 find an additional signature that I'll represent to you
 25 relates to Plaintiff's Exhibit 22.

1 A. Okay. So your question?
 2 Q. My question is, what is Exhibit 22?
 3 A. It's a copy of escrow instructions directed to
 4 the escrow agent regarding the payoff of the GM/Chase
 5 synthetic lease.
 6 Q. Who prepared the escrow instructions?
 7 A. I believe Ryan Green did.
 8 Q. And if you look at the first page of this
 9 exhibit, there's a numeral 2, and next to that, it says,
 10 "Termination of UCC financing statements, File
 11 Nos. 20925325, 20925267, and 6416808-4."
 12 The last entry there, 6416808-4, is it your
 13 understanding that that number correlates to a
 14 termination statement that was ultimately filed?
 15 MS. BOMCHILL: Object to the form of the question.
 16 BY THE WITNESS:
 17 A. I believe that refers to the termination
 18 statement which was prepared and filed regarding that
 19 financing statement.
 20 Q. And is that the same termination statement
 21 referenced on the checklist you previously reviewed?
 22 A. It's the same as the financing statement
 23 referred to on the checklist you just showed me.
 24 Q. I'm also going to hand you Plaintiff's Exhibit
 25 No. 21. And my question about this exhibit is simply

1 whether the last page of this exhibit appears to you to
 2 contain Mr. Merjian's signature on the escrow
 3 instructions?
 4 A. It appears to include Mardi Merjian's
 5 signature from this e-mail.
 6 Q. Was it necessary for counsel to JPMorgan to
 7 sign off on the escrow instructions?
 8 MR. CALLAGY: Objection to form.
 9 BY THE WITNESS:
 10 A. Necessary? What do you mean by "necessary"?
 11 Q. What's the purpose of these escrow
 12 instructions?
 13 A. To arrange for the payoff of the GM synthetic
 14 lease.
 15 Q. If JPMorgan or its counsel did not agree to
 16 these instructions, would it have been possible to close
 17 this transaction?
 18 MR. CALLAGY: Objection to form.
 19 BY THE WITNESS:
 20 A. To close the payoff of the synthetic lease?
 21 Q. Yes.
 22 A. Yes.
 23 Q. Would it have been -- If JPMorgan or its
 24 counsel did not sign off on these instructions, would it
 25 have been legally possible to file the UCC financing

1 statements referenced in these escrow instructions?
 2 MR. CALLAGY: Objection to form.
 3 MS. BOMCHILL: Objection to form.
 4 BY THE WITNESS:
 5 A. Repeat the question again.
 6 Q. Yes. If JPMorgan or its counsel had not
 7 signed off on these escrow instructions, could the
 8 termination statements referenced on page 1 of this
 9 exhibit have been filed?
 10 MR. CALLAGY: Objection to form.
 11 MS. BOMCHILL: Same objection.
 12 BY THE WITNESS:
 13 A. The financing statements that related to the
 14 GM/Chase synthetic lease were permitted to be filed by
 15 the termination agreement, not this document. So the
 16 answer to your question in regard to those is no.
 17 Q. You said "in regard to those." In regard to
 18 what? What did you refer to when you said "those"?
 19 A. The termination statements that related to the
 20 financing statements relating to the properties in the
 21 GM/Chase synthetic lease.
 22 Q. Okay. So -- Are you referencing there file
 23 No. 20925325, and 20925267?
 24 MR. CALLAGY: Objection to form.
 25 MS. BOMCHILL: I think it mischaracterizes the

1 of the termination statements that related to the
 2 financing statements relating to the properties in the
 3 GM/Chase synthetic lease.
 4 Q. And did they, in fact, so authorize?
 5 A. Yes, in the termination agreement.
 6 Q. During the period of time that you were
 7 working on this particular transaction, did Mr. Merjian
 8 ever communicate to you that one of the financing
 9 statements identified in the escrow letter was mistaken?
 10 A. Not that I'm aware.
 11 Q. Did Mr. Merjian ever communicate to you that
 12 one of the termination statements identified in the
 13 closing checklist was there in error?
 14 A. Not that I'm aware.
 15 Q. Did Mr. Merjian ever indicate to you that any
 16 draft termination statement had been prepared in error?
 17 A. Not that I'm aware.
 18 Q. If Mr. Merjian had indicated to you that there
 19 was a financing statement that had been prepared in
 20 error, would you have nonetheless attempted to file that
 21 termination statement?
 22 MR. CALLAGY: Objection to form.
 23 MS. BOMCHILL: Objection.
 24 BY THE WITNESS:
 25 A. I don't know that I can answer a hypothetical

1 witness's testimony.
 2 BY THE WITNESS:
 3 A. I'm referring to the financing statements that
 4 relate to the properties in the GM synthetic lease.
 5 Q. Okay. Absent JPMorgan's consent to those
 6 specific ones, the ones that relate to the synthetic
 7 lease, absent JPMorgan's signature on these escrow
 8 instructions, the financing statements with respect to
 9 the synthetic lease could not have been filed?
 10 MR. CALLAGY: Objection to form.
 11 MS. BOMCHILL: That mischaracterizes his testimony.
 12 BY THE WITNESS:
 13 A. I'm very confused now.
 14 Q. I don't mean to confuse you. I don't mean to
 15 confuse you, Mr. Gordon. Let me try a different line of
 16 questions.
 17 A. Okay.
 18 Q. Was JPMorgan's authorization required with
 19 regard to any termination statements that were filed in
 20 connection with the closing of this transaction?
 21 MR. CALLAGY: Objection to form.
 22 MS. BOMCHILL: Asked and answered. You can answer
 23 again.
 24 BY THE WITNESS:
 25 A. JPMorgan was required to authorize the filing

1 question.
 2 Q. Have you ever received comments from a
 3 counter-party with respect to transaction documents?
 4 A. Yes.
 5 Q. And do you ignore them?
 6 MR. CALLAGY: Objection to form.
 7 BY THE WITNESS:
 8 A. What do you mean by "ignore them"?
 9 Q. I mean, when you receive comments on
 10 transaction documents from counsel to a counter-party,
 11 do you consider the comments that they're providing?
 12 A. Yes.
 13 Q. And if a counter-party on a transaction told
 14 you that there was a document that had been prepared in
 15 error, would you look into it?
 16 A. Yes.
 17 Q. Do you have any recollection of anything like
 18 that happening in this case?
 19 MS. BOMCHILL: Asked and answered. You can answer
 20 again.
 21 BY THE WITNESS:
 22 A. I'm not aware.
 23 Q. And based on your experience as a real estate
 24 attorney from 1979 to the present, do you expect that if
 25 Mr. Merjian had said, "There's a UCC financing statement

1 that's been prepared in error," that you would have
 2 taken some step to determine whether what he was saying
 3 was true or not?
 4 MR. CALLAGY: Objection to form.
 5 BY THE WITNESS:
 6 A. I would hope that I would look into it.
 7 Q. Did there come a point in time when you
 8 learned that the termination statement that's at issue
 9 in this case was mistaken?
 10 A. Was mistaken? Your meaning of "mistaken"?
 11 Q. Yes. Did there come a point in time that you
 12 learned that one of the termination statements filed at
 13 Mayer Brown's request was filed in error?
 14 A. Yes.
 15 Q. When did you first learn that?
 16 A. In June of 2009.
 17 Q. Who first brought that to your attention?
 18 A. I received a call from counsel to
 19 JPMorgan Chase.
 20 Q. Who was that individual?
 21 A. I don't remember his name.
 22 Q. What firm was he with?
 23 A. I don't recall.
 24 Q. What did he say?
 25 A. Something to the effect of, "Why did you

1 terminate the JPMorgan -- file a termination of the
 2 JPMorgan financing statement?"
 3 Q. What did you say?
 4 A. I didn't know what he was referring to. I
 5 would look into it.
 6 Q. Anything else you can remember about that
 7 conversation?
 8 A. No.
 9 Q. What did you do next with respect to the
 10 question he had asked you?
 11 A. I tried to contact Ryan Green and talk with
 12 him about the question.
 13 Q. And did you get in touch with Mr. Green?
 14 A. I ultimately did get in touch with him.
 15 Q. It took a while?
 16 A. A short while.
 17 Q. And your first discussion with Mr. Green about
 18 this query that you had gotten from counsel to JPMorgan,
 19 was that by telephone or in person?
 20 A. I believe the first was by telephone.
 21 Q. And what did you say?
 22 A. I believe that I recited to him the call that
 23 I had gotten and asked him to look into what they were
 24 referring to and to provide me with information.
 25 Q. What did Mr. Green say to you?

1 A. He would.
 2 Q. In this initial conversation with Mr. Green,
 3 was it your sense that he had any understanding as to
 4 what prompted this question from counsel for JPMorgan?
 5 A. No.
 6 Q. And at this point in time, when your first
 7 conversation with Mr. Green concludes, did you have any
 8 understanding as to what had prompted the question that
 9 was presented to you by counsel for JPMorgan?
 10 A. From the call with JPMorgan's counsel, I
 11 understood that a termination statement was filed with
 12 regard to a financing statement in favor of JPMorgan
 13 Chase.
 14 Q. And then getting back to that first
 15 conversation, did the attorney on the other side of the
 16 telephone explain to you why he thought this was an
 17 incorrect termination statement?
 18 A. He called me and indicated that he -- He
 19 called me and asked me why we had filed this termination
 20 statement.
 21 Q. Did he tell you that -- When you say "this
 22 termination statement," did he tell you that the
 23 termination statement related to a financing statement
 24 that concerned a term loan?
 25 A. I believe he referenced -- made some reference

1 to the loan.
 2 Q. Was it -- Were you on speakerphone? Getting
 3 back now, I'm talking about that first conversation when
 4 an attorney for JPMorgan called you. Was it your sense
 5 that he had you on speakerphone, or was he speaking to
 6 you with the handset at his ear?
 7 A. I believe he was on a speakerphone.
 8 Q. Were there other people present with him, to
 9 your understanding?
 10 A. I wouldn't know.
 11 Q. Did he indicate one way or the other?
 12 A. I don't recall that he did.
 13 Q. Just based on that first call, did you have a
 14 sense that the attorney at JPMorgan considered this to
 15 be a significant issue?
 16 MR. CALLAGY: Object to the form.
 17 BY THE WITNESS:
 18 A. I got the sense that he had a concern about a
 19 financing statement that had been filed, and that he was
 20 indicating that we had filed it and was asking me
 21 questions about the filing.
 22 Q. What was his tone?
 23 A. He had a quizzical tone, but nothing other
 24 than that.
 25 Q. I'm going to hand you what previously has been

1 marked as Exhibit No. 24.
 2 Mr. Gordon, I should have mentioned from the
 3 outset of this deposition that if you wish to take a
 4 break at any point, that's fine. You should just let me
 5 know, and we can do so.
 6 A. Okay.
 7 Q. Again, I'll represent to you that your name
 8 does not appear as someone having received this
 9 particular e-mail, but does reviewing this e-mail
 10 refresh your recollection as to who it was who called
 11 you about this termination statement?
 12 A. Yes. I believe it was Richard Toder.
 13 Q. He's with the Morgan Lewis firm?
 14 A. That's my understanding, yes.
 15 Q. Getting back to your conversations with
 16 Mr. Green, after that initial telephone conversation in
 17 which you reported to Mr. Green what Mr. Toder had told
 18 you, did you have subsequent conversations with
 19 Mr. Green in an effort to answer Mr. Toder's question?
 20 A. Yes.
 21 Q. When is the next conversation you had with
 22 Mr. Green?
 23 A. I believe it was sometime on June 16.
 24 Q. And do you believe that Mr. Toder called you
 25 on June 16?

1 A. Either the 15th or the 16th.
 2 Q. Describe what happened at your next meeting
 3 with Mr. Green about this topic.
 4 A. I don't recall what happened at each
 5 particular meeting.
 6 Q. Okay. How many meetings did you have before
 7 you felt that you were in a position to respond to
 8 Mr. Toder's question?
 9 A. I had a handful of meetings and calls with
 10 Ryan Green.
 11 Q. And as a result of those meetings and calls,
 12 did you come to a point where you determined that you
 13 had an answer to Mr. Toder's question, which, if I
 14 understood your testimony correctly, was, "Why was this
 15 termination statement filed?"
 16 A. Yes.
 17 Q. And did you report your answer back to
 18 Mr. Toder?
 19 A. I don't believe I talked to him after that.
 20 Q. Did someone else speak to Mr. Toder to share
 21 what it is that you had learned as a result of your
 22 conversations with Mr. Green?
 23 MS. BOMCHILL: I object to the form of the
 24 question.
 25 BY THE WITNESS:

1 A. I spoke with Fern Bomchill regarding the
 2 question.
 3 Q. Do you know whether Ms. Bomchill spoke with
 4 Mr. Toder to respond to the query that he had initially
 5 posed to you?
 6 A. It's my understanding that she spoke with
 7 somebody at Morgan Lewis.
 8 Q. When did Ms. Bomchill -- When did you first
 9 speak with Ms. Bomchill about the matter that was raised
 10 in your initial telephone conversation with Mr. Toder?
 11 A. I believe it was the 16th.
 12 Q. And it was following your telephone
 13 conversation and a series of meetings with Mr. Green?
 14 A. It was following my telephone call with
 15 Ryan Green.
 16 Q. And what did you learn from Mr. Green about
 17 why this termination statement was filed?
 18 A. I learned that the financing statement was
 19 filed in connection with the termination of the GM/Chase
 20 synthetic lease.
 21 Q. What else did you learn?
 22 A. I learned that it was a termination statement
 23 that related to a financing statement that did not
 24 relate to the GM/Chase synthetic lease.
 25 Q. Did you learn that this particular termination

1 statement had been listed on the closing checklist?
 2 A. I believe I did, yes.
 3 Q. And did you learn that it had been referenced
 4 in the escrow instructions?
 5 A. At some point I learned that.
 6 Q. Did you ask Mr. Green whether the closing
 7 checklist had been shared with counsel for JPMorgan on
 8 that transaction?
 9 A. No.
 10 Q. Did you ask Mr. Green whether counsel for
 11 JPMorgan had ever expressed any concerns about the
 12 termination statement before it was filed?
 13 A. Not that I recall.
 14 Q. In your initial discussion with Mr. Toder, was
 15 there any discussion about who was at fault?
 16 MR. CALLAGY: Objection, form.
 17 BY THE WITNESS:
 18 A. There was no discussion about fault.
 19 Q. Did there come a time when you prepared an
 20 affidavit describing the circumstances under which the
 21 termination statement came to be filed?
 22 A. I reviewed an affidavit.
 23 Q. You didn't prepare it?
 24 A. I prepared revisions to an affidavit form.
 25 Q. Who prepared the first draft of the affidavit

1 you're referring to?
 2 A. I believe Morgan Lewis did.
 3 Q. Whose idea was it to have you sign an
 4 affidavit relating to this matter?
 5 A. I believe it was our idea.
 6 Q. Why did Morgan Lewis prepare the first draft
 7 of your affidavit?
 8 A. I don't know.
 9 Q. Did you ever have any discussions with Morgan
 10 Lewis about your affidavit?
 11 A. No.
 12 Q. Aside from Ms. Bomchill, have you ever had any
 13 discussions with anyone about your affidavit?
 14 A. No.
 15 Q. Did you review the initial draft of your
 16 affidavit which was prepared by Morgan Lewis?
 17 A. Yes.
 18 Q. Did you make revisions to it?
 19 A. Yes.
 20 MR. FISHER: I'm going to ask the court reporter to
 21 please mark as Plaintiff's Exhibit 26 a document
 22 numbered JPM-CB112 through 115.
 23 (Plaintiff's Deposition Exhibit
 24 No. 26 marked as requested.)
 25 BY MR. FISHER:

1 Q. Is Plaintiff's Exhibit 26, the cover e-mail
 2 and the attachment, a document you've seen before today?
 3 MS. BOMCHILL: I'm sorry?
 4 BY MR. FISHER:
 5 Q. The question is whether he's seen this before.
 6 A. I recall seeing the affidavit. I don't know
 7 that I ever saw the e-mail.
 8 Q. Do you know who Andrew Gottfried is?
 9 A. No.
 10 Q. And you testified earlier that Morgan Lewis
 11 was counsel to JPMorgan. With respect to what issue did
 12 they represent JPMorgan, if you know?
 13 A. I had thought they were counsel to JPMorgan in
 14 connection with the credit agreement with General
 15 Motors.
 16 Q. And the attachment to this e-mail, is that a
 17 draft document that you reviewed?
 18 A. It looks like the draft document I reviewed.
 19 MR. FISHER: You can set that aside for a moment.
 20 I'm going to ask the court reporter to mark as
 21 Plaintiff's Exhibit 27 a document numbered
 22 JPM-CB-MLB 6319 through 6322.
 23 (Plaintiff's Deposition Exhibit
 24 No. 27 marked as requested.)
 25 BY MR. FISHER:

1 Q. Mr. Gordon, feel free to take your time
 2 looking at this. And after you've had a chance to
 3 review it, my first question is, have you seen -- before
 4 today have you seen the first page of this exhibit?
 5 A. I don't recall seeing the first page, which is
 6 the e-mail. But the attachment, the affidavit, yes.
 7 Q. In this cover e-mail, which I understand you
 8 may not have seen before today, it says, "Attached is
 9 the draft affidavit with a few revisions that we think
 10 are appropriate."
 11 Who made the revisions that are referred to in
 12 this e-mail?
 13 MS. BOMCHILL: I object to the form of the
 14 question. You can answer.
 15 BY THE WITNESS:
 16 A. The revisions were made as part of discussions
 17 between Fern Bomchill and me.
 18 Q. Okay. And I'm not going to ask you about the
 19 substance of any of those communications.
 20 The last sentence of this e-mail says, "Please
 21 let me know if you wish Bob to proceed to execute the
 22 affidavit."
 23 Does seeing that sentence cause you to
 24 reconsider your earlier testimony that it was Mayer
 25 Brown's idea to prepare this affidavit?

1 A. To prepare an affidavit?
 2 Q. Yes.
 3 A. I thought I was testifying that it was -- I
 4 thought that it was our idea to provide an affidavit.
 5 Q. Okay. Then I -- That is what I intended to
 6 ask. Do you stand by that testimony? It was your idea
 7 to provide an affidavit?
 8 MR. CALLAGY: Objection, form.
 9 BY THE WITNESS:
 10 A. I believe it was.
 11 Q. And why did you decide to prepare an
 12 affidavit?
 13 A. In order to assist JPMorgan Chase in
 14 establishing that the financing statement that -- the
 15 termination statement that was filed that related to the
 16 financing statement that wasn't related to the GM/Chase
 17 synthetic lease properties was erroneously filed.
 18 Q. Why did you wish to assist JPMorgan in that
 19 regard?
 20 A. In order to confirm that the statement that
 21 was filed did not relate to the GM/Chase synthetic
 22 lease.
 23 Q. And at the point in time that you reviewed
 24 your affidavit, were you at that point in time aware
 25 that the mistaken termination statement related to a --

1 an approximately \$1.5 billion term loan?
 2 MR. CALLAGY: Objection to form.
 3 BY THE WITNESS:
 4 A. I'm not sure I could say yes to all of the
 5 facts in your sentence -- in your question.
 6 Q. Did you understand it related to a term loan?
 7 A. Yes.
 8 Q. And you understood that -- Or did you
 9 understand that the lenders under that loan considered
 10 themselves secured lenders --
 11 MR. CALLAGY: Objection, form.
 12 BY MR. FISHER:
 13 Q. -- of GM?
 14 MS. BOMCHILL: Objection, form.
 15 BY THE WITNESS:
 16 A. I don't know what they considered.
 17 Q. The point in time when you prepared your
 18 affidavit, did you understand that -- Withdraw.
 19 MS. BOMCHILL: Is it a good time to stop?
 20 MR. FISHER: Sure.
 21 MS. BOMCHILL: Do you want to take a break?
 22 THE WITNESS: Sure.
 23 (A short recess was had.)
 24 BY MR. FISHER:
 25 Q. Mr. Gordon, you should have in front of you

1 what's previously been marked as Plaintiff's Exhibit 6.
 2 Again, I don't see your name anywhere on the first page.
 3 Rather, I don't see your name as a recipient of this
 4 e-mail that appears on the first page. But please read
 5 the e-mail to yourself and let me know whether you've
 6 previously seen this e-mail.
 7 A. Your question again?
 8 Q. Have you seen this e-mail before?
 9 A. I don't believe I have.
 10 Q. In the first paragraph there's a sentence that
 11 begins with the word "Attached." It's the second
 12 sentence in that first paragraph.
 13 MS. BOMCHILL: I'm sorry, the second -- Okay.
 14 BY MR. FISHER:
 15 Q. "Attached herewith is an affidavit executed by
 16 the Mayer Brown partner in charge of the synthetic lease
 17 transaction." That's you?
 18 A. Yes.
 19 Q. That's referring to you?
 20 A. I believe it is.
 21 Q. And looking at the recipients of this e-mail,
 22 did you know who Stephen Karotkin is?
 23 A. No.
 24 Q. Are you aware that Weil represents the debtors
 25 in the GM bankruptcy proceedings?

1 A. Yes.
 2 Q. Do you know who Tom Mayor is?
 3 A. No.
 4 Q. Do you know who John Rapisardi is?
 5 A. No.
 6 Q. Are you aware that the law firm of Cadwalder,
 7 Wickersham & Taft represents the Treasury respect to
 8 certain matters in the GM bankruptcy proceedings?
 9 A. I don't recall.
 10 Q. When you prepared -- Excuse me. When you
 11 executed your affidavit, was it your understanding that
 12 the affidavit would be shared with individuals outside
 13 of Mayer Brown?
 14 A. Yes.
 15 Q. And what was your understanding as to who
 16 would receive a copy of your affidavit?
 17 A. I thought various lawyers in connection with
 18 the GM bankruptcy might receive copies of the affidavit.
 19 Q. And, in particular, what parties to the
 20 GM bankruptcy proceedings did you understand would
 21 receive your affidavit?
 22 A. Other than counsel to JPMorgan Chase, I hadn't
 23 come to any conclusion.
 24 Q. Did anyone tell you with whom your affidavit
 25 would be shared?

1 A. I don't recall.
 2 Q. Looking at the next three pages of this
 3 exhibit -- so pages 77, 78, and 79 -- is that, in fact,
 4 the final executed version of your affidavit?
 5 A. Yes.
 6 Q. To your knowledge, was this affidavit ever
 7 filed with the court?
 8 A. I believe it was.
 9 Q. And aside from conversations you may have had
 10 with counsel, on what do you base that belief?
 11 A. I believe my discussions with Fern Bomchill.
 12 Q. This affidavit has what's called a caption,
 13 which it -- the portion that begins "United States
 14 Bankruptcy Court, Southern District of New York, In Re:
 15 General Motors Corporation." Do you know who put a
 16 caption on this affidavit?
 17 A. No.
 18 Q. Mr. Gordon, I'm going to ask you to keep this
 19 exhibit in front of you. It's Plaintiff's Exhibit 6.
 20 But also take a hold of Plaintiff's Exhibit 26. And in
 21 Plaintiff's Exhibit 26, please turn to page 114 and
 22 focus your attention on paragraph 9.
 23 The first sentence of that paragraph says,
 24 "Apparently the paralegal determined that there was
 25 another UCC-1 financing statement filed in Delaware that

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
 6 to your satisfaction, that that sentence does not appear
 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?
 11 MS. BOMCHILL: Feel free to read the whole
 12 affidavit.
 13 THE WITNESS: Right.
 14 BY THE WITNESS:
 15 A. I believe I proposed a revision to that
 16 sentence.
 17 Q. And why did you propose the revision that was,
 18 in fact, implemented?
 19 A. Because I didn't know what the paralegal had
 20 determined. I just knew the paralegal had filed a
 21 termination statement.
 22 Q. And who is the paralegal you're -- Who is the
 23 paralegal referenced in your affidavit? In the final
 24 version of your affidavit, there's reference to a
 25 paralegal, as well. Who is the paralegal?

1 A. In my affidavit the paralegal is Stewart
 2 Gonshorek.
 3 Q. Did you speak with Mr. Gonshorek in connection
 4 with preparing your affidavit?
 5 A. No.
 6 Q. Did you review any of Mr. Gonshorek's e-mails
 7 or files in connection with preparing your affidavit?
 8 A. I did.
 9 Q. What did you review?
 10 A. I don't recall the specific papers.
 11 Q. Do you recall generally what you looked at?
 12 A. I believe I looked at papers that showed that
 13 he had transmitted this termination statement for
 14 filing.
 15 Q. In paragraph 9 the last sentence -- And I'm
 16 referring now to Plaintiff's Exhibit 26, which is the
 17 draft version of your affidavit. The last sentence
 18 reads, "The paralegal unfortunately terminated this
 19 financing statement without my direction and without
 20 authority."
 21 And, again, I will represent to you, but you
 22 should confirm to your satisfaction, that that sentence
 23 does not appear in the final version of your affidavit.
 24 And my question is, who proposed that change to your
 25 affidavit?

1 A. I believe I did.
 2 Q. Why did you propose that change?
 3 A. Because my understanding was that the
 4 paralegal filed a termination statement, but that wasn't
 5 the same as saying he terminated this financing
 6 statement.
 7 Q. Is it accurate to say that Mr. Gonshorek filed
 8 the termination statement without your direction?
 9 A. Yes.
 10 Q. Before Mr. Gonshorek filed the termination
 11 statement --
 12 MS. BOMCHILL: Caused.
 13 BY MR. FISHER:
 14 Q. Before Mr. Gonshorek caused the termination
 15 statement to be filed, you had received a draft copy of
 16 the termination statement?
 17 MR. CALLAGY: Objection to form.
 18 BY THE WITNESS:
 19 A. I think we earlier saw e-mails that show a
 20 copy of the termination statement being distributed, and
 21 I was copied on those. I don't recall seeing the
 22 termination statement.
 23 Q. And before the termination statement was
 24 filed, you received a copy of a closing checklist that
 25 made reference to the termination statement?

1 A. Looking at the e-mails you showed me, there
 2 was a checklist that was e-mailed that included a
 3 reference to that termination statement.
 4 Q. And before the termination statement was
 5 filed, you received a copy of escrow instructions
 6 referencing the termination statement that you discuss
 7 in your affidavit?
 8 A. Yes.
 9 Q. Were you aware of those facts at the time that
 10 you executed your affidavit?
 11 MR. CALLAGY: I'm sorry. Could you hold on one
 12 second, please.
 13 MS. BOMCHILL: Object to the form of the question.
 14 BY THE WITNESS:
 15 A. Can you repeat the question.
 16 Q. I'm going to try to break the question down
 17 into three parts.
 18 At the time that you executed the final
 19 version of your affidavit --
 20 MS. BOMCHILL: He only executed one version.
 21 BY MR. FISHER:
 22 Q. At the time that you executed your
 23 affidavit -- Everyone is making my questions better and
 24 better.
 25 At the time that you executed your affidavit,

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.
 6 BY THE WITNESS:
 7 A. Repeat this again.
 8 Q. Okay. I'm going to try again.
 9 A. Because we're talking about different times.
 10 Q. I understand. And I do want the question to
 11 be clear.
 12 When did you execute your affidavit?
 13 A. In June of 2009.
 14 Q. Did you execute it on June 18th, 2009?
 15 A. Yes.
 16 Q. On June 18th, 2009, when you signed your
 17 affidavit, were you aware that you had received a copy
 18 of a closing checklist in October 2008?
 19 A. Yes.
 20 Q. And were you aware that that closing checklist
 21 referenced the termination statement that is the subject
 22 of your affidavit?
 23 A. Yes.
 24 Q. And when you signed your affidavit on June 18,
 25 2009, were you aware that you had received a draft of

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

1 Q. The two documents that you told me you
 2 received, the draft termination statement and the
 3 closing checklist, you received those in October 2008?
 4 A. Based on the e-mails I've looked at, yes.
 5 Q. And when you executed your affidavit on
 6 June 18, 2009, you were aware that those two documents
 7 were documents that you had received in October 2008?
 8 A. Based on those e-mails, yes.
 9 Q. Now I want to focus your attention on
 10 paragraph 8 in the executed version of your affidavit,
 11 which is page 78 of Plaintiff's Exhibit 6.
 12 The first sentence there says, "Unbeknownst to
 13 me, the paralegal tasked with filing the termination
 14 statement for the GM leasing financing statement
 15 referred to above also caused a termination statement to
 16 be filed with respect to a UCC-1 financing statement
 17 that is entirely unrelated to the transaction or the
 18 properties."
 19 Do you see that language?
 20 A. Yes.
 21 Q. Sitting here today, do you think that language
 22 is accurate?
 23 A. Yes.
 24 Q. Is there anything that you've learned from
 25 June 18, 2009, until today about the matters that are

1 discussed in your affidavit that would cause you to want
 2 to amend paragraph 8 in any way?
 3 MR. CALLAGY: Object to form.
 4 BY THE WITNESS:
 5 A. No.
 6 Q. In October 2008 it was known to you that,
 7 according to the closing checklist, a termination
 8 statement was to be filed with respect to UCC financing
 9 statement 6416808-4?
 10 MR. CALLAGY: Object to the form.
 11 BY THE WITNESS:
 12 A. I don't believe so.
 13 Q. If you had reviewed the closing checklist in
 14 October 2008, would review of that checklist have
 15 indicated to you one way or another whether, in
 16 connection with this closing, it was contemplated that a
 17 termination statement would be filed with respect to UCC
 18 financing statement 6416808-4?
 19 A. If I reviewed the provisions of the checklist
 20 that referred to it, but I'm not sure that I did. I
 21 don't believe I did.
 22 Q. You received the checklist, but you did not
 23 review it?
 24 MS. BOMCHILL: Objection, mischaracterizes the
 25 witness's testimony.

1 BY MR. FISHER:
 2 Q. I'm trying to understand your testimony.
 3 A. I believe that I received the checklist.
 4 Q. And you believe you did not review it?
 5 A. I do not recall reviewing the provisions of
 6 the checklist that relate to the UCC financing
 7 statements to be filed in connection with the
 8 termination of the GM synthetic lease.
 9 Q. Do you know whether anyone at Mayer Brown did?
 10 A. Did? Did what?
 11 Q. Did review the section of that checklist that
 12 dealt with the termination statements to be filed in
 13 connection with the closing with respect to the
 14 synthetic lease transaction?
 15 A. I assume Ryan Green did, as the drafter of the
 16 document.
 17 Q. Did you rely on Mr. Green to review the list?
 18 A. I relied on Ryan Green to prepare the
 19 checklist.
 20 Q. Who did you rely on to determine that the
 21 checklist was accurate?
 22 A. Ryan Green.
 23 Q. Did you -- To your knowledge, did counsel for
 24 JPMorgan review the list? The closing checklist.
 25 A. I'm not aware.

1 Q. In October 2008 was it known to you that
 2 Mr. Gonshorek had prepared a draft financing
 3 statement -- Withdrawn.
 4 In October 2008 was it known to you that
 5 Mr. Gonshorek had prepared a draft termination statement
 6 with respect to UCC financing statement 6416808-4?
 7 MS. BOMCHILL: I think it's been asked and
 8 answered.
 9 BY THE WITNESS:
 10 A. In October 2008? I'm not aware that I knew
 11 that.
 12 Q. Sitting here today, though, are you aware that
 13 you had received a copy of that?
 14 A. I'm aware that I received an e-mail with those
 15 attachments, yes.
 16 Q. And you have no recollection of having
 17 reviewed those attachments?
 18 A. Correct.
 19 Q. And if you had reviewed those attachments,
 20 would you have known that it was contemplated that a
 21 termination statement would be filed with respect to UCC
 22 financing statement 6416808-4?
 23 MS. BOMCHILL: Object to the form of the question.
 24 MR. CALLAGY: Object to the form.
 25 BY THE WITNESS:

1 A. Maybe.
 2 Q. Okay. Who did you rely on to review the draft
 3 termination statements that were prepared by
 4 Mr. Gonshorek?
 5 A. Ryan Green.
 6 Q. Anyone else?
 7 A. We have a procedure at Mayer Brown for a
 8 review of financing statements by our UCC compliance
 9 team, so I would have suspected he would have processed
 10 that review.
 11 Q. Was that review processed?
 12 A. I believe it was.
 13 Q. How do you know that?
 14 A. In June of 2009 we had discussions with
 15 various people at Mayer Brown regarding this financing
 16 statement, and they had a file which included the
 17 financing statements filed in connection with the
 18 termination of the GM/Chase synthetic lease.
 19 Q. Had the UCC compliance team at Mayer Brown
 20 approved the form of the termination statements that
 21 Mr. Gonshorek caused to be filed?
 22 MS. BOMCHILL: May I hear the question again.
 23 (Record read as requested.)
 24 BY THE WITNESS:
 25 A. I learned in June of 2009 that they reviewed

1 the financing statements, the form of the financing
 2 statements.
 3 Q. In June of 2009 you learned that the UCC
 4 compliance team at Mayer Brown had reviewed the draft
 5 termination statements in October 2008?
 6 A. Yes.
 7 Q. Would you turn back to Plaintiff's Exhibit 26,
 8 which is the e-mail attaching a draft version of your
 9 affidavit.
 10 And in particular I want to focus on the last
 11 sentence of this draft affidavit. It says,
 12 "Accordingly, Mayer Brown was not authorized to
 13 terminate any financing statement related to the term
 14 loan agreement."
 15 And I'm going to ask you to compare that last
 16 sentence to the last sentence that appears in your
 17 executed affidavit, which is, "GM was not authorized by
 18 the termination agreement to terminate any financing
 19 statement related to the term loan agreement."
 20 Whose idea was it to add the language "by the
 21 termination agreement" to that last sentence of your
 22 affidavit?
 23 MS. BOMCHILL: Object to the form of the question.
 24 BY THE WITNESS:
 25 A. I don't recall.

1 Q. Was it your idea?
 2 A. It might have been.
 3 Q. Do you know whether anyone at Morgan Lewis
 4 proposed that change?
 5 A. I'm not aware that they did.
 6 Q. If I asked you this already, I apologize. But
 7 looking at Plaintiff's Exhibit 26, which is the draft
 8 version of your affidavit, who prepared that draft?
 9 A. I believe Morgan Lewis prepared this draft.
 10 Q. Both the draft version of your affidavit and
 11 the final version use the verb "authorized."
 12 As you use that word in your affidavit, what's
 13 your understanding -- what do you intend by the word
 14 "authorized" as you use it in your affidavit?
 15 MS. BOMCHILL: In paragraph 10?
 16 BY MR. FISHER:
 17 Q. Yes. Let's focus on paragraph 10 in your
 18 executed affidavit.
 19 A. That GM was permitted to file UCC termination
 20 statements regarding the UCC financing statements in
 21 connection with the synthetic lease upon a payoff of the
 22 synthetic lease, and that was permitted by JPMorgan
 23 Chase.
 24 Q. And what do you understand to be the source of
 25 the permission -- the source reflecting JPMorgan's

1 permission to GM to file the termination statements that
 2 relate to the properties that were the subject of the
 3 synthetic lease?
 4 A. The only source was the termination agreement.
 5 Q. Do you know whether the termination agreement
 6 referenced in your affidavit was amended at any point in
 7 time?
 8 MS. BOMCHILL: Can you be more clear about which
 9 one you're talking about. The unrelated termination
 10 statement, as he defined it?
 11 MR. FISHER: No. I'm referring to the termination
 12 agreement.
 13 BY MR. FISHER:
 14 Q. Do you know whether the termination agreement
 15 and release of authoritative agreement dated October
 16 31st, 2008, was amended at any point in time?
 17 MR. CALLAGY: Are you referring to a document?
 18 MR. FISHER: I'm not aware of any --
 19 MR. CALLAGY: For the record, I just want to
 20 make --
 21 MS. BOMCHILL: Exhibit B, I believe.
 22 MR. CALLAGY: It is Exhibit B, but if you'd be
 23 specific, as far as if the document is Bates-stamped.
 24 MR. FISHER: Yeah, let's do that for the record.
 25 BY MR. FISHER:

1 Q. Mr. Gordon, if you turn to page 93 of this
 2 Plaintiff's Exhibit 6, does page -- is page 93 and the
 3 following signature pages that relate to page 93 -- is
 4 that the termination agreement that you refer to in your
 5 affidavit?
 6 A. Yes.
 7 Q. Are you aware of this agreement ever having
 8 been modified, either in writing or orally?
 9 A. No.
 10 Q. Earlier when you told me that you received --
 11 or that at least, according to your review of the
 12 e-mails, it appears that you received the draft
 13 termination statement and the closing checklist in
 14 October 2008, is it your understanding that Mr. Merjian
 15 also received those same documents?
 16 A. I believe from the e-mails you showed me that
 17 he was copied on -- or this e-mail was directed to him,
 18 and I was copied on it.
 19 Q. And is it appropriate for Mr. Green to have
 20 shared those documents, the draft termination statement
 21 and the closing checklist, with Mr. Merjian?
 22 MR. CALLAGY: Object to form.
 23 BY THE WITNESS:
 24 A. I'm sorry, is it -- What is your question?
 25 Q. Were you surprised that -- Let me ask it this

1 way: Were you surprised that Mr. Green had sent
 2 Mr. Merjian a draft of the termination statement?
 3 MR. CALLAGY: Objection to form.
 4 BY THE WITNESS:
 5 A. No.
 6 Q. And you were supervising Mr. Green?
 7 A. Supervising? You mean --
 8 Q. I mean overseeing his work.
 9 A. Generally, yes, not reviewing every e-mail he
 10 submitted.
 11 Q. To get this transaction done, was it necessary
 12 for Mr. Green to ensure that he had JPMorgan's signoff
 13 on the various documents needed for closing?
 14 MR. CALLAGY: Objection to form. And it's also
 15 been asked earlier.
 16 BY THE WITNESS:
 17 A. What transaction are you talking about at this
 18 point?
 19 Q. Sure. I'm talking about -- What's the word
 20 you use for closing out the synthetic lease?
 21 A. The payoff.
 22 Q. Okay. I'm talking about the payoff of the
 23 synthetic lease. To get this deal done, was it
 24 necessary to confer with counsel for JPMorgan?
 25 A. In order to consummate the payoff the way we

1 did, it was.
 2 Q. And to your knowledge, Mr. Green conferred
 3 with JPMorgan as part of getting this transaction done?
 4 A. I believe he did.
 5 Q. Are you aware of him having withheld --
 6 MR. CALLAGY: Objection. You conferred with --
 7 "Mr. Green conferred with JPMorgan as part of this
 8 transaction." Object to the form of the question.
 9 BY THE WITNESS:
 10 A. I thought you meant JPMorgan's counsel.
 11 Q. That is what I meant.
 12 And to your knowledge, Mr. Green never
 13 withheld any draft closing documents from counsel for
 14 JPMorgan, right?
 15 A. I'm not aware that he did.
 16 MR. FISHER: Could I ask the court reporter to
 17 please mark as Plaintiff's Exhibit 28 a one-page e-mail
 18 with the number JPM-CB-MLB 6334.
 19 (Plaintiff's Deposition Exhibit
 20 No. 28 marked as requested.)
 21 BY MR. FISHER:
 22 Q. Before I ask you questions about this
 23 document, Mr. Gordon, I just want to ask you generally
 24 about your oversight of Mr. Green during the course of
 25 this transaction. By "this transaction" I'm referring

1 transaction?
 2 A. I may have.
 3 Q. And in preparing your affidavit, did you
 4 review your time entries?
 5 A. I'm not sure. I may have.
 6 Q. Do you know whether your time entries would
 7 reflect, one way or the other, whether you reviewed the
 8 documents attached to the e-mails that Mr. Green sent
 9 you in October 2008?
 10 A. They might.
 11 Q. Turning now to what's been marked as
 12 Plaintiff's Exhibit 28. This is an e-mail which, again,
 13 I'll represent to you does not indicate that you are a
 14 recipient. Have you seen this document before today?
 15 A. I don't believe so.
 16 Q. The text of the e-mail that's at the middle of
 17 this page says, "Just wanted to give you an update.
 18 Last Thurs" -- T H U R S -- "the court approved the
 19 repayment of a term and revolver lenders three business
 20 days after the entry of the DIP order. Should be
 21 tomorrow subject to the creditor's committee's right to
 22 investigate and challenge perfection of liens by
 23 July 31st."
 24 Do you know what that sentence is
 25 referring to?

1 to the payoff of the synthetic lease transaction.
 2 A. Okay.
 3 Q. Was the manner in which -- Was the extent to
 4 which you supervised Mr. Green similar to the extent to
 5 which you supervised associates on other similar
 6 transactions?
 7 MR. CALLAGY: Objection to form.
 8 BY THE WITNESS:
 9 A. Yes.
 10 Q. And specifically with regard to the
 11 transaction at issue, the payoff of the synthetic lease
 12 transaction, how did you exercise your oversight over
 13 Mr. Green's work?
 14 MS. BOMCHILL: Objection to form.
 15 BY THE WITNESS:
 16 A. I initially asked him to undertake the
 17 project. I believe at various points, we talked about
 18 that the payoff transaction was moving forward, and then
 19 I believe he reported back to me that it closed.
 20 Q. Were you -- What was your involvement in the
 21 closing itself?
 22 A. I don't believe I had any involvement in the
 23 closing itself.
 24 Q. Did you record time for any time that you
 25 spent working on the payoff of the synthetic lease

1 A. Yes.
 2 Q. What is it referring to?
 3 A. The payment of the JPMorgan term loan.
 4 Q. Was the JPMorgan term loan, in fact, paid, to
 5 your knowledge?
 6 A. I believe it was.
 7 Q. And do you know the amount of the payments
 8 that were made to the lenders under that term loan?
 9 A. No.
 10 Q. Have you ever heard that it's more than
 11 \$1 billion?
 12 A. That sounds familiar.
 13 Q. Did you hear that from someone besides
 14 Ms. Bomchill?
 15 MS. BOMCHILL: Well, by you. You just said it a
 16 minute ago.
 17 BY MR. FISHER:
 18 Q. Well, he said it sounds familiar.
 19 A. No. General press.
 20 Q. Do you recall that I left you a voicemail
 21 before the -- perhaps on the day that the creditor's
 22 committee filed the lawsuit in this case?
 23 A. Yes.
 24 Q. Do you remember the substance of what I said
 25 in that voicemail?

1 A. I believe it was a courtesy call to indicate
2 to me that the creditor's committee was filing the case.
3 Q. Aside from Ms. Bomchill, who have you spoken
4 to about the matters that are at issue in this adversary
5 proceeding?
6 MS. BOMCHILL: Other than what he's testified?
7 BY MR. FISHER:
8 Q. Other than any conversations you may have
9 previously testified to.
10 MS. BOMCHILL: And I'm not sure that he knows all
11 the matters that are at issue in the adversary case.
12 BY MR. FISHER:
13 Q. That's a fair point. Aside from Ms. Bomchill
14 or Ms. Manning --
15 A. No one else.
16 Q. -- and Mr. Green, have you spoken to anyone
17 else about the termination statement that's at issue in
18 this litigation?
19 A. No.
20 Q. Have you spoken to Mr. Callagy?
21 A. Oh, I'm sorry. We had a meeting with
22 JPMorgan's counsel.
23 Q. You had a meeting with Mr. Callagy?
24 A. Yes.
25 Q. Who attended the meeting?

1 A. The four people in this room, and I don't know
2 if there was anyone else.
3 Q. The court reporter did not attend the meeting?
4 A. No, the court reporter did not attend. No. I
5 think it was just, yes, the four of them.
6 Q. I wish the court reporter had attended the
7 meeting.
8 A. Well, I would have said the same thing I said.
9 Q. I understand. And I didn't -- In any event,
10 humor never works on the transcript.
11 What did Mr. Callagy say to you in that
12 meeting?
13 A. I don't recall. We talked about the matter.
14 I don't recall specifically.
15 Q. Did you talk about the termination statement?
16 A. Yes.
17 Q. What did -- Did he ask you any questions
18 about it?
19 A. Yes.
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.

1 MR. FISHER: I recommend a short break, and then I
2 suspect I'll be in a position to wrap up.
3 MS. BOMCHILL: Okay.
4 (A short recess was had.)
5 BY MR. FISHER:
6 Q. Mr. Gordon, referring to Exhibit 27, which
7 appears to be an e-mail from Ms. Bomchill, the second
8 sentence says, "Because you indicated yesterday that you
9 did not believe that the background of how the mistake
10 occurred is relevant at this time, we did not add those
11 details to the affidavit."
12 As part of your own efforts to understand what
13 had happened with regard to this termination statement,
14 did you look into how this mistake came to be made?
15 A. Yes.
16 Q. And what is your understanding of how this
17 mistake and termination statement came to be filed?
18 A. Our office had a UCC search of the Delaware
19 UCC records for financing statements with General Motors
20 as debtor and JPMorgan Chase as secured party. And the
21 paralegal reviewed those search results with Ryan Green
22 and identified a certain number of them as being
23 financing statements for which they should prepare
24 termination statements in connection with the
25 termination of the JPMorgan Chase synthetic lease.

1 Q. What you refer to in your affidavit as the
2 unrelated financing statement was among those financing
3 statements that they identified mistakenly for
4 termination?
5 A. Yes.
6 Q. In your experience -- Have you ever had
7 experience with a mistake like this before?
8 MS. BOMCHILL: I would instruct the witness that he
9 can answer if it is outside information that would be
10 protected from disclosure under the attorney-client
11 privilege.
12 BY THE WITNESS:
13 A. Can you repeat the question.
14 Q. Sure. Have you ever been involved in a
15 transaction in which a mistaken UCC filing was made?
16 MS. BOMCHILL: Again, I just caution you to be
17 careful not to divulge any privileged information.
18 BY THE WITNESS:
19 A. Not that I recall.
20 Q. This may be the import of your answer, and I
21 just want to make sure I understand it correctly. Aside
22 from the instance of this one mistaken UCC filing,
23 you've never been involved in any transaction in which a
24 mistaken UCC was filed?
25 A. I'm not aware of any.

1 Q. Are you aware of any person or entity having
 2 notified Mayer Brown of an intent to pursue a claim
 3 against Mayer Brown concerning the mistaken termination
 4 statement?
 5 A. Concerning this situation?
 6 Q. Yes.
 7 A. No.
 8 Q. Has Mayer Brown provided any insurer with
 9 notification of facts or circumstances that could
 10 potentially give rise to a claim concerning the mistaken
 11 termination statement?
 12 A. I don't know.
 13 Q. Who would know the answer to that?
 14 A. Maybe Fern Bomchill.
 15 MR. FISHER: Mr. Gordon, I thank you for your time.
 16 I don't have any further questions.
 17 MR. CALLAGY: Just a couple of questions,
 18 Mr. Gordon. I'm John Callagy. I represent JPMorgan, as
 19 you know.
 20 CROSS-EXAMINATION
 21 BY MR. CALLAGY:
 22 Q. In your affidavit you refer to the termination
 23 statement we've been talking about as "the unrelated
 24 termination statement." So I'll use that term in my
 25 questions.

1 A. Okay.
 2 Q. During the period of time that you were
 3 working on this transaction -- this synthetic lease
 4 transaction up to the present, has anybody ever told you
 5 that JPMorgan authorized the filing of the unrelated
 6 termination statement?
 7 A. No.
 8 Q. During the period of time you worked on this
 9 matter up to today, did you ever form the belief that
 10 Mayer Brown was authorized in filing the unrelated
 11 termination statement?
 12 A. No.
 13 Q. And I take it -- Have you ever had any
 14 communications with anybody from JPMorgan or its counsel
 15 in connection with or discussing the unrelated
 16 termination statement?
 17 A. I've had no discussions.
 18 Q. And prior to your telephone call from
 19 Mr. Toder in June of 2009, did you know of the existence
 20 of a financing facility between General Motors and
 21 JPMorgan known as "the term loan"?
 22 A. I don't know. I might have from the general
 23 press at that point.
 24 Q. Up until a point in time -- During the period
 25 of time that you were working on this matter in October

1 of '08, did you have any information about a term loan
 2 between General Motors and JPMorgan?
 3 A. I might have. I don't know.
 4 Q. Did you ever work on any term loan or revolver
 5 loan between JPMorgan and General Motors?
 6 A. No.
 7 MR. CALLAGY: That's all I have, sir.
 8 MR. FISHER: No questions.
 9 MS. BOMCHILL: Thank you.
 10 (Witness excused.)
 11 (End time 4:20 p.m.)

1 IN THE UNITED STATES BANKRUPTCY COURT
 2 SOUTHERN DISTRICT OF NEW YORK
 3 IN RE: MOTORS LIQUIDATION)
 4 COMPANY, et al.,)
 5 Debtors.)
 6) No. 09-50026 (REG)
 7 OFFICIAL COMMITTEE OF UNSECURED)
 8 CREDITORS OF MOTORS LIQUIDATION)
 9 COMPANY f/k/a GENERAL MOTORS)
 10 CORPORATION,)
 11)
 12 Plaintiff,)
 13 -against-)
 14)
 15 JP MORGAN CHASE BANK, N.A.,)
 16 Individually and as)
 17 Administrative Agent for)
 18 various lenders party to the)
 19 Term Loan Agreement described)
 20 herein, et al.,)
 21)
 22 Defendants.)
 23)
 24 I, ROBERT GORDON, state that I have read the
 25 foregoing transcript of the testimony given by me at my
 deposition on the 28th day of January, A.D., 2010, and
 that said transcript constitutes a true and correct
 record of the testimony given by me at the said
 deposition except as I have so indicated on the errata
 sheets provided herein.
 No corrections (Please initial) _____
 Number of errata sheets submitted _____ (pgs.)

 ROBERT GORDON
 SUBSCRIBED AND SWORN to
 before me this _____ day
 of _____, 2010.

 NOTARY PUBLIC

1 UNITED STATES OF AMERICA)
 SOUTHERN DISTRICT OF NEW YORK)
 2) SS.
 STATE OF ILLINOIS)
 3 COUNTY OF COOK)
 4

5 I, Jennifer D. Riemer, Certified Shorthand
 6 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
 10 reported stenographically by me and reduced to
 11 typewriting under my personal direction.

12 I further certify that the said deposition was
 13 taken at the time and place specified and that the
 14 taking of said deposition commenced on the 28th day of
 15 January, A.D., 2010, at 1:55 p.m.

16 I further certify that I am not a relative or
 17 employee or attorney or counsel of any of the parties,
 18 nor a relative or employee of such attorney or counsel,
 19 nor financially interested directly or indirectly in
 20 this action.
 21
 22
 23
 24
 25

1 In witness whereof, I have hereunto set my
 2 hand at Chicago, Illinois, this 1st day of February,
 3 A.D., 2010.
 4
 5
 6
 7
 8
 9

10 JENNIFER D. RIEMER, CSR, RPR, CRR
 11 205 West Randolph Street
 12 5th Floor
 13 Chicago, Illinois 60606
 14 Phone: (312) 236-6936

15 CSR No. 084-003901

16
 17
 18
 19
 20
 21
 22
 23
 24
 25

EXHIBIT 5

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
IN RE:

MOTORS LIQUIDATION COMPANY, Chapter 11
et al., No. 09-50026
(REG)
Debtors.

-----x
OFFICIAL COMMITTEE OF UNSECURED Jointly
CREDITORS OF MOTORS LIQUIDATION Administered
COMPANY f/k/a GENERAL MOTORS
CORPORATION,

Plaintiff,
Adv. Pro. No.
-against- 09-50026

JP MORGAN CHASE BANK, N.A.,
individually and as Administrative
Agent for various lenders party to
the Term Loan Agreement described
herein, et al.,

Defendants.

-----x
February 4, 2010
2:00 p.m.

Deposition of MARDI MERJIAN, taken by
Plaintiff, pursuant to Subpoena, at the offices
of Simpson, Thacher & Bartlett, LLP, 425
Lexington Avenue, New York, New York, before
SUZANNE PASTOR, a Shorthand Reporter and Notary
Public within and for the State of New York.

1 MARDI MERJIAN,
2 having been first duly sworn by the Notary
3 Public (Suzanne Pastor), was examined and
4 testified as follows:
5 EXAMINATION BY
6 MR. FISHER:
7 Q. Good afternoon, Mr. Merjian, my
8 name is Eric Fisher, and I'm here with my
9 colleagues Barry Seidel and Katie Cooperman. We
10 are special counsel to the Official Committee of
11 Unsecured Creditors.
12 I'm going to be asking you a number
13 of questions. If you don't understand a
14 question, let me know and I'll be happy to
15 rephrase. Okay?
16 It's important that you answer my
17 questions audibly because the court reporter is
18 taking down my questions and your answers, and
19 in order for us to have a clear transcript, I
20 need you to answer audibly, okay?
21 A. Yes.
22 Q. If you feel like you need to take a
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

1 APPEARANCES:
2 On behalf of the Plaintiff:
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4 KATIE COOPERMAN, ESQ.
5 BARRY SEIDEL, ESQ.
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13
14 On behalf of JPMorgan Chase Bank:
15 JOHN M. CALLAGY, ESQ.
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21 E-mail: jcallagy@kelleydrye.com
22 E-mail: mkrolewski@kelleydrye.com
23
24 On behalf of Mardi Merjian
25 THOMAS C. RICE, ESQ.
ANDREW D. CATTELL, ESQ.
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New York, New York 10017
Phone: 212.455.2000 Fax: 212.455.2502
E-mail: trice@stblaw.com
E-mail: acattell@stblaw.com

1 break.
2 Would you please describe your
3 educational background.
4 A. Going how far back?
5 Q. Start from college.
6 A. SUNY Binghamton, liberal arts
7 degree. Fordham Law School, juris doctorate.
8 Q. When did you earn your JD?
9 A. '87. 1987 that is.
10 Q. What's your employment history been
11 since 1987?
12 A. Simpson, Thacher & Bartlett.
13 Actually since 1986 as a summer associate.
14 Q. In 1987 what was your position with
15 Simpson Thacher?
16 A. Associate.
17 Q. And today what's your position?
18 A. Counsel.
19 Q. Have you held any other positions
20 at Simpson Thacher?
21 A. No.
22 Q. When did you become counsel?
23 A. I couldn't tell you exactly when.
24 I would say at least ten years ago.
25 Q. Do you practice in any particular

1 area of law?
 2 A. Real estate.
 3 Q. Has that been the case since 1987?
 4 A. Yes. With the exception of four
 5 months when I first started with the firm, I was
 6 in corporate and then I moved to real estate and
 7 stayed there for the rest of -- basically real
 8 estate lawyer for the whole time. I was here
 9 four months in the very beginning, but that, if
 10 you may recall, was Black Monday and there was
 11 no corporate law. So I moved to real estate and
 12 stayed there for the duration.
 13 Q. Mr. Merjian, has your work in the
 14 real estate department at Simpson Thacher
 15 involved UCC filings from time to time?
 16 A. From time to time, yes.
 17 Q. In what respects does your practice
 18 involve UCC filings?
 19 A. My practice largely focuses on the
 20 real estate finance aspects of corporate banking
 21 transactions. So the UCC part of my practice
 22 involves local fixture filings. I work with a
 23 team of banking lawyers on the deals that I do,
 24 and my job is to put mortgages in place on real
 25 estate and have fixture filings filed in the

1 county to the extent they're required.
 2 In most states other than three,
 3 you don't have to file fixture filings, you just
 4 file your mortgage. Any state UCC filings in
 5 these particular transactions are done by
 6 corporate banking lawyers.
 7 Q. Have you been involved in UCC
 8 filings in the State of Delaware?
 9 A. From time to time, yes.
 10 Q. And you're familiar with the term
 11 "UCC financing statement"?
 12 A. Yes, I am.
 13 Q. And termination statement, is that
 14 a phrase that's meaningful to you?
 15 A. Yes, it is.
 16 Q. What's your understanding of what a
 17 termination statement is?
 18 A. Termination statement would remove
 19 notice of a lien -- of a security interest from
 20 the record that it was initially published in.
 21 Q. And while at Simpson Thacher, have
 22 you helped JPMorgan as a client?
 23 A. I have.
 24 Q. In more than one transaction?
 25 A. Yes.

1 Q. From 1987 until today, is it
 2 possible to say how many transactions you've
 3 done in which you were representing JPMorgan?
 4 MS. RICE: By JPMorgan you mean
 5 JPMorgan and its corporate predecessors?
 6 Because since 1987 there have been a number of
 7 major changes.
 8 MR. FISHER: Fair enough.
 9 Q. I'm referring to JPMorgan and its
 10 predecessors.
 11 A. I started out at Manufacturers
 12 Hanover. I couldn't tell you the number. It's
 13 significant.
 14 Q. When you say it's significant, can
 15 you give me some sense of an order of magnitude?
 16 MS. RICE: If you can answer
 17 without guessing, you could do that but you
 18 should not be guessing.
 19 A. 40 percent of client work would be
 20 a fair figure, possibly a little more. It would
 21 vary from year to year. It's very hard to tell
 22 you precisely over a period what it is.
 23 Q. For 2009 could you tell me
 24 approximately what percentage of your real
 25 estate practice involved representing JPMorgan?

1 MS. RICE: Again, his individual
 2 real estate practice?
 3 MR. FISHER: Right, transactions
 4 that Mr. Merjian worked on.
 5 MS. RICE: Thank you.
 6 A. In 2009 would be higher than that.
 7 2009 was probably more like 50 or 60 I think.
 8 Q. And was 2008 at a similar level?
 9 MS. RICE: Object to the form.
 10 A. I don't know.
 11 MR. FISHER: I'm going to ask the
 12 court reporter to mark as Plaintiff's Exhibit 29
 13 an e-mail that has the Bates number JPMCB STB 1.
 14 (Plaintiff's Exhibit 29 for
 15 identification, Bates stamped JPMCB STB 1.)
 16 Q. Looking at Plaintiff's Exhibit 29,
 17 Mr. Merjian, is this an e-mail that you sent?
 18 A. It appears to be.
 19 Q. Do you have any reason to doubt you
 20 sent it?
 21 A. No, I don't.
 22 Q. Who is Ms. Proffitt?
 23 A. At the time that I sent this she
 24 was an attorney at Mayer Brown who had
 25 historically worked on this particular synthetic

1 lease transaction.

2 Q. When you refer to "this particular
3 synthetic lease transaction," what transaction
4 are you talking about?

5 A. The GM auto facilities' synthetic
6 lease involving ten or so properties located in
7 various states.

8 Q. Did you represent JPMorgan in
9 connection with that transaction?

10 A. Yes. Yes, I did.

11 Q. What was JPMorgan's role in that
12 transaction?

13 A. JPMorgan is the, call them a
14 facilitator. They led the transaction, they put
15 together the group of banks and equity investors
16 that participated in the transaction. And they
17 themselves were what is known as a backup
18 facility bank in the transaction. So they had
19 an interest themselves, among the other banks
20 that they brought in.

21 Q. And in connection with the
22 synthetic lease transaction, who did
23 Ms. Proffitt represent? Who was her client?

24 A. General Motors.

25 Q. And were they the borrower under

1 that lease?

2 MS. RICE: Object to the form.

3 A. I mean, it's a lease so there is no
4 borrower. So the answer is no.

5 Q. And I sit corrected. What was
6 their role in that transaction?

7 A. GM was -- General Motors was the
8 party -- the lessee under the leases. They were
9 selling their properties to an entity in return
10 for money and entering into a synthetic lease
11 arrangement in connection with that.

12 Q. And what prompted this e-mail to
13 Ms. Proffitt?

14 A. I don't recall.

15 Q. The e-mail refers to -- it says, "I
16 understand GM plans to buy out all the remaining
17 properties at the end of the month." Do you
18 know what that's referring to?

19 A. Yes.

20 Q. What is that referring to?

21 A. The way you terminate a synthetic
22 lease is, because it's a lease and not a loan,
23 you actually purchase the property back. So
24 this meant that GM intended to purchase whatever
25 properties were left in the transaction because

1 they had previously purchased others and
2 essentially terminate the transaction in its
3 entirety.

4 Q. And over the course of October
5 2008, is that in fact what happened?

6 A. Yes.

7 Q. And you represented JPMorgan in
8 connection with closing out that synthetic
9 lease?

10 A. I did.

11 Q. You can set that document aside.

12 MR. FISHER: I'm going to ask the
13 court reporter to mark as Plaintiff's Exhibit 30
14 an e-mail with the Bates number JPMCB 950.

15 (Plaintiff's Exhibit 30 for
16 identification, Bates stamped JPMCB 950.)

17 Q. Mr. Merjian, first I wanted to ask
18 you a few questions just about the people on
19 these e-mail trails. Who is Richard Duker?

20 A. Richard Duker is a banker at
21 JPMorgan.

22 Q. And was Mr. Duker involved in the
23 closing out of the synthetic lease transaction?

24 A. Involved in what respect?

25 Q. Was he your client contact on the

1 transaction?

2 A. Yes.

3 Q. Do you remember anyone else from
4 JPMorgan who served as a client contact with
5 respect to the closing out of the synthetic
6 lease transaction in October of 2008?

7 A. There may have been another person
8 or two, but I don't recall.

9 Q. And who is Ryan Green?

10 A. He was the attorney I believe at
11 Mayer Brown who I worked with. He represented
12 General Motors.

13 Q. If you look down towards the last
14 e-mail on this page there's a reference to
15 Robert Gordon. Who is Robert Gordon?

16 A. At the time of the inception of the
17 transaction he was the partner in charge that I
18 worked with a lot. I imagine he still was, but
19 I don't know at the time.

20 Q. And did you work with Mr. Gordon in
21 connection with closing out the synthetic lease
22 transaction?

23 A. No.

24 Q. Did you work with Mr. Green?

25 A. Yes.

1 Q. Anyone else from Mayer Brown with
 2 whom you remember working in closing out the
 3 synthetic lease transaction?
 4 A. There was a paralegal, I don't
 5 recall his name.
 6 Q. If I said the name Stewart
 7 Gonshorek, would that refresh your recollection
 8 as to the name of the paralegal with whom you
 9 worked on this transaction?
 10 A. It rings a bell.
 11 Q. So you're not certain, but that may
 12 be the name of the paralegal with whom you
 13 worked?
 14 A. Very well may be.
 15 Q. And in the middle of the page, in
 16 Mr. Green's e-mail to you he writes, "We are
 17 working on the release documents." What does
 18 that sentence refer to?
 19 A. That refers to the synthetic lease
 20 termination documents.
 21 Q. And who prepared the first drafts
 22 of the documents to close out the synthetic
 23 lease? Was it Mayer Brown, Simpson Thacher or
 24 some other party?
 25 MR. CALLAGY: Objection to form.

1 A. I believe it was Mayer Brown.
 2 Q. Mr. Merjian, I'm going to hand you
 3 what we've marked at a previous deposition as
 4 Exhibit number 13.
 5 A. (The witness reviews the document.)
 6 Q. Focussing on the first page of
 7 Exhibit number 13, that e-mail that appears on
 8 the first page, is that an e-mail that Mr. Green
 9 sent to you?
 10 A. Certainly appears to be.
 11 Q. And you assume you received it.
 12 A. Yes, I would assume so.
 13 Q. And Mr. Green refers to a draft of
 14 the checklist for the above-referenced
 15 transaction.
 16 Did Mr. Green in fact send you a
 17 checklist with respect to closing out the
 18 synthetic lease transaction in October 2008?
 19 A. I recall that he did.
 20 Q. And does the checklist that's
 21 attached to this e-mail appear to you to be the
 22 checklist that he sent you in October 2008?
 23 MS. RICE: Object to the form.
 24 A. I could not -- I couldn't tell you.
 25 I wouldn't know.

1 MR. FISHER: I'll just note for the
 2 record that as your counsel pointed out when we
 3 were off the record, documents with STB prefix
 4 are documents that were produced from the files
 5 of Simpson Thacher.
 6 Q. Is it that you simply don't
 7 remember one way or the other whether this is
 8 the checklist?
 9 A. I can't say whether this is the
 10 exact checklist.
 11 Q. Do you have any reason to doubt
 12 that this is the checklist that Mr. Green in his
 13 e-mail says is attached to his e-mail?
 14 MS. RICE: Object to the form.
 15 A. I have no reason to doubt.
 16 MR. CALLAGY: I believe for the
 17 record, Eric, there have been instances where we
 18 determined that there were certain attachments
 19 that were not properly attached to e-mails.
 20 MR. FISHER: Mr. Callagy, if you
 21 become aware of any instances in this
 22 deposition, let me know.
 23 MR. CALLAGY: We saw one of those
 24 in Chicago I believe.
 25 MR. FISHER: You can question the

1 witness about any of the exhibits and the
 2 attachments.
 3 MR. CALLAGY: I understand.
 4 Q. Mr. Merjian, would you turn,
 5 please, to page 76 of this exhibit.
 6 MS. RICE: I think he's referring
 7 to what we call the Bates number.
 8 A. I got it.
 9 Q. There's a section on that page
 10 called "general documentation." And then
 11 there's a category A under that.
 12 A. Yes.
 13 Q. What's your understanding of what
 14 that section of this checklist refers to?
 15 MS. RICE: Object to the form.
 16 A. UCC financing statements filed in
 17 connection with the -- well, termination of
 18 statements filed in connection with the
 19 synthetic lease transaction.
 20 MR. CALLAGY: Could we have that
 21 back?
 22 (The preceding answer was read.)
 23 Q. How many financing statements are
 24 listed there?
 25 MR. CALLAGY: Objection to the

1 form.
 2 A. It appears to be three.
 3 Q. How many termination statements
 4 were filed in connection with the closing on the
 5 synthetic lease transaction?
 6 MR. CALLAGY: Objection to form.
 7 A. I don't know.
 8 Q. Looking at the three financing
 9 statements that are listed there, two of them
 10 have a file date of April 12th, 2002.
 11 A. Mm-hmm.
 12 Q. One of them has a file date of
 13 11/30/2006. Do you know what accounts for that
 14 discrepancy?
 15 MR. CALLAGY: Objection to form.
 16 MS. RICE: Objection to the form.
 17 A. I don't.
 18 Q. Did you ever ask Mr. Green any
 19 questions about the financing statements listed
 20 on page 76 of Plaintiff's Exhibit 13?
 21 A. Not that I recall.
 22 Q. Before the synthetic lease
 23 transaction closed, do you recall asking anyone
 24 any questions about the financing statements
 25 listed under "general documentation," Section A,

1 on page 76 of this exhibit?
 2 MR. CALLAGY: Objection to form.
 3 A. Before the termination of the
 4 close.
 5 Q. Let me ask that question again,
 6 you're right. Let me try to be more precise.
 7 Before the closing on the payoff of
 8 the synthetic lease transaction, did you ask
 9 anyone any questions about the UCC financing
 10 statements listed in Section A here on page 76?
 11 A. Not that I can recall.
 12 MR. FISHER: I'm going to ask the
 13 court reporter to mark as Plaintiff's Exhibit 31
 14 a document numbered JPMCB 919 through 920.
 15 (Plaintiff's Exhibit 31 for
 16 identification, Bates stamped JPMCB 919 through
 17 920 and Checklist.)
 18 MR. FISHER: I'll just note for the
 19 record that the first page of this exhibit is
 20 numbered 919, and then there is a checklist that
 21 follows and every page of that checklist has the
 22 number 920 at the bottom of it.
 23 Q. Mr. Merjian, did you send a copy of
 24 the closing checklist that Ryan Green sent to
 25 you in October 2008 on to Mr. Duker?

1 MR. CALLAGY: Object to the form.
 2 MS. RICE: Object to the form.
 3 A. I wouldn't know. I couldn't recall
 4 if I did or didn't.
 5 Q. Does looking at this e-mail, the
 6 e-mail that appears at the top of the page in
 7 any way refresh your recollection as to whether
 8 you sent a copy of this closing checklist on to
 9 Mr. Duker?
 10 MS. RICE: Object to the form.
 11 A. It would appear that I did.
 12 Q. Do you have an understanding as to
 13 why you sent it on to Mr. Duker?
 14 A. To keep him in the loop of the
 15 progress of the transaction.
 16 Q. And looking at the e-mail just
 17 below the one to Mr. Duker, the one from
 18 Mr. Green to you and to Glen, who is Glen?
 19 MR. CALLAGY: I'm sorry, where are
 20 you reading from?
 21 MR. FISHER: The second e-mail in
 22 the string is addressed to Mardi and Glen. And
 23 I'm asking who Glen is.
 24 MR. CALLAGY: On 31?
 25 MR. FISHER: Yes. Page 919.

1 MR. CALLAGY: Thank you.
 2 A. I can only speculate.
 3 MS. RICE: Don't speculate.
 4 Q. I don't want you to speculate.
 5 A. I don't know. I just don't know
 6 who Glen is.
 7 Q. There's an e-mail address, it says
 8 Kenton@RLF.com. Does that refresh your
 9 recollection as to who Glen might be?
 10 MS. RICE: Object to the form of
 11 the question. If that helps you recall who he
 12 is, you should say that. If not, you shouldn't
 13 be speculating.
 14 A. If "Glen" correlates with that
 15 address -- I know RLF.com is Relationship
 16 Funding Corporation. Whether Glen is Glen
 17 Kenton at Relationship Funding, I don't know the
 18 answer.
 19 Q. That's fine. That's very precise.
 20 Does it seem to you to be a reasonable
 21 inference?
 22 A. Yes. It's usually how e-mails
 23 work.
 24 Q. What was RLF's role in closing out
 25 the synthetic lease transaction?

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

1 Q. And in the same exhibit, within the
 2 checklist, if you turn to what's page 4 of the
 3 checklist, I think you're on the right page,
 4 there's a section under 5 called "general
 5 documentation." And then again there's a
 6 section titled "termination of UCCs."
 7 A. Yup.
 8 Q. Do you recall anyone ever asking
 9 you any questions about the UCC financing
 10 statements listed there?
 11 A. I do not recall any questions of
 12 that nature.
 13 MS. RICE: Eric, I would just note,
 14 since we're putting this document in, just
 15 looking at 13 and 31, it looks like one is
 16 supposed to be forwarding the other, but then
 17 the attachment is not the same. There's at
 18 least a couple of pages that are different. I
 19 just point that out for the record.
 20 Q. Mr. Merjian, I'm going to hand you
 21 what previously has been marked as Exhibit
 22 number 15.
 23 A. (The witness reviews the document.)
 24 Q. Take your time reviewing this
 25 e-mail, but my question after you've had a

1 chance to look at it is simply whether these are
 2 closing documents that were sent -- draft
 3 closing documents that were sent by Mr. Green to
 4 you on October 15, 2008.
 5 MS. RICE: I'm assuming you do not
 6 want him -- this is almost a hundred pages long.
 7 I'm assuming you do not want him to read the
 8 entire thing but you want him to look at it
 9 enough to see if he can answer your question.
 10 MR. FISHER: Exactly, right.
 11 A. There's another e-mail in here.
 12 Q. What page are you referring to?
 13 A. 25. It's all meant to be one? I
 14 just want to make sure I'm looking at the right
 15 thing.
 16 The question again was?
 17 Q. The question is, are these copies
 18 of draft closing documents that were sent to you
 19 by Mr. Green on October 15, 2008?
 20 A. They appear to be.
 21 Q. And would you turn, please, to page
 22 206 of this exhibit. Does this appear to you --
 23 what is this document? Focussing just on page
 24 206.
 25 A. Mm-hmm. It's a termination

1 statement of a UCC-1 filing to the Delaware
 2 Secretary of State.
 3 Q. Was this draft termination
 4 statement prepared by Mayer Brown?
 5 MS. RICE: Object to the form.
 6 A. It was sent to me by Mayer Brown.
 7 I don't know who prepared it.
 8 Q. Do you recall providing Mayer Brown
 9 with any comments on this draft termination
 10 statement?
 11 A. I don't recall anything like that,
 12 no.
 13 Q. Do you recall providing anyone with
 14 any comments on this draft termination
 15 statement?
 16 A. I don't.
 17 Q. Did you forward this draft
 18 termination statement to Mr. Duker?
 19 MS. RICE: Object to the form.
 20 Just this draft termination statement?
 21 Q. It could be among other documents,
 22 but I'm most interested in this termination
 23 statement.
 24 A. Don't know.
 25 MR. FISHER: I'm going to ask the

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
4 identification, Bates stamped JPMCB STB 273
5 through 362.)

6 Q. Mr. Merjian, again, look at this
7 document to the extent you need to to be
8 satisfied that you know what it is. My question
9 is, does looking at this document, Plaintiff's
10 Exhibit 32, refresh your recollection as to
11 whether you forwarded a draft of the termination
12 statement to Mr. Duker in October 2008?

13 A. I don't recall doing it, but this
14 would appear to show that I did.

15 Q. And you have no reason to doubt
16 that you sent this e-mail.

17 A. No reason to doubt that.

18 Q. And did Mr. Duker provide you with
19 any comments specifically on the draft
20 termination statement that was attached to this
21 e-mail?

22 MR. CALLAGY: Objection to form.

23 MS. RICE: Object to the form.

24 A. No, he didn't.

25 Q. I'm handing you what's previously

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

6 A. It would appear to be.

7 Q. And in that e-mail you provide
8 Mr. Green with a comment on the closing
9 documents. Do you know whether Mr. Green
10 followed up on your comment?

11 A. I would have to see the subsequent
12 drafts to know. I don't know.

13 Q. Aside from this comment on the
14 closing documents, are you aware of any other
15 changes to the closing documents that you
16 requested of Mr. Green?

17 A. I cannot recall if there were any
18 or not.

19 MR. FISHER: I'll ask the court
20 reporter to please mark as Plaintiff's
21 Exhibit 33 a document numbered JPMCB 2012
22 through 2014.

23 (Plaintiff's Exhibit 33 for
24 identification, Bates stamped JPMCB 2012 through
25 2014.)

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

9 Generally, what is this e-mail
10 referring to?

11 A. I think what this is referring to
12 is I read Mr. Ryan's e-mail as wanting the
13 money, the payoff money, the purchase price to
14 go through the title company. And my e-mail was
15 questioning that and saying I think -- I thought
16 what would be more typical would be that the
17 money get paid from GM directly to the
18 appropriate parties, JPMorgan, Relationship
19 Funding, whoever it may be.

20 Q. And do you know how in fact the
21 funds flowed at closing?

22 A. I believe that way that I just
23 described.

24 Q. And the reference here to "STB
25 legal fees," what's that about?

1 A. Very common in a payoff is that as
2 part of the payoff, the bank includes in their
3 payoff letter their law firm's legal fees. So I
4 think they were requesting that number from us.
5 Yes.

6 Q. And you cc'd Mr. Duker on this
7 e-mail.

8 A. It appears that I did, yes.

9 Q. And during the course of working on
10 this transaction, do you know whether there were
11 other communications that involved the lawyers
12 working on the deal, you and Mr. Green and also
13 involved Mr. Duker?

14 A. I wouldn't know.

15 Q. I'm handing you what's previously
16 been marked as Plaintiff's Exhibit 17. Is this
17 first e-mail an e-mail that you received from
18 Mr. Green on October 21, 2008?

19 A. It appears to be, yes.

20 Q. And Mr. Green refers to an updated
21 draft of the checklist. Do you assume that he
22 sent you an updated draft of the checklist along
23 with --

24 MR. CALLAGY: Object to the form.

25 MS. RICE: Object to the form.

1 Q. Did Mr. Green send you an updated
2 draft of the checklist along with this e-mail?
3 A. If what's attached here is what was
4 on the e-mail, then yes.
5 Q. And turning to page MB 17 of this
6 exhibit, there's a Section 7-A, "general
7 documentation," and under that there's a heading
8 "termination of UCCs."
9 Do you remember providing Mr. Green
10 with any comments on any of the UCC financing
11 statements listed here?
12 MS. RICE: Object to the form of
13 the question.
14 A. I don't recall that I did.
15 Q. I'm handing you Exhibit number 19
16 which was marked at a previous deposition. Is
17 this an e-mail that Mr. Green sent to you and
18 others on October 24, 2008?
19 A. It appears to be.
20 Q. And the e-mail makes reference to
21 draft escrow instructions. Do you know what
22 that's referring to?
23 A. The attachment.
24 Q. Were there escrow instructions that
25 were executed in connection with the payoff of

1 the synthetic lease?
2 MR. CALLAGY: Objection to the
3 form.
4 A. There was a letter of sorts that
5 was --
6 MS. RICE: By "executed" you mean
7 signed?
8 MR. FISHER: Yes.
9 A. And there was a letter to the title
10 company I believe that was part of the closing.
11 Q. So you recall a letter to the title
12 company that was signed?
13 A. Yes.
14 Q. And does the attachment to this
15 Exhibit number 19, what begins on the second
16 page, does that look to you to be a draft of the
17 letter to the title company that was signed?
18 A. Couldn't say with perfect accuracy,
19 but generally speaking, yes.
20 Q. And did you provide Mr. Green or
21 anyone else at Mayer Brown with any comments on
22 the draft escrow instructions?
23 A. I don't recall if I did.
24 Q. And looking at page 430, which is
25 the second page of this exhibit --

1 MS. RICE: That's interesting since
2 the first page is 427.
3 MR. FISHER: Why don't we go off
4 the record for a minute. I'm glad you pointed
5 that out.
6 Why don't we take a short break.
7 (Recess taken.)
8 BY MR. FISHER:
9 Q. Mr. Merjian, your counsel pointed
10 out that Exhibit number 19 was missing pages 428
11 and 429. And I'm going to ask you to just set
12 aside Exhibit number 19, and we found a version
13 of the document that starts on page 427 and is
14 paginated continuously through page 440.
15 MR. FISHER: And I'll ask the court
16 reporter to please mark that exhibit as Exhibit
17 34.
18 (Plaintiff's Exhibit 34 for
19 identification, Bates stamped 427 through 440.)
20 Q. And I was asking you about the
21 draft escrow instructions. Do you recall
22 providing anyone at Mayer Brown with any
23 comments on the draft escrow instructions that
24 they transmitted to you?
25 MR. CALLAGY: Object to the form.

1 A. I don't recall if I did or I
2 didn't.
3 Q. I should have asked you this
4 earlier. Was there anyone else at Simpson
5 Thacher who worked with you in connection with
6 the payoff of the synthetic lease?
7 A. No. Not other than to retrieve two
8 documents requested by the other party, just
9 some files.
10 Q. So aside from --
11 A. Insignificant. Nobody.
12 Q. Thank you.
13 Looking at page 430 of this
14 exhibit, towards the bottom of the page there's
15 the number 2, and next to that there are a
16 number of financing statements listed.
17 A. Yup.
18 Q. Do you recall any discussion at all
19 about any of the financing statements listed
20 there?
21 A. I don't.
22 Q. Do you recall any discussion at all
23 about whether all three of those financing
24 statements were properly listed in those escrow
25 instructions?

1 A. I don't know what you mean by
 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 there did not belong there?
 17 MR. CALLAGY: Objection to the form.
 18 A. Not that I recall.
 19 Q. What was the purpose of having
 20 escrow instructions in connection with the
 21 closing of this transaction?
 22 MR. CALLAGY: Objection to the
 23 form.
 24 A. I can only speak for what I think
 25 the purpose was. It was just to have the

1 documents in connection with the synthetic lease
 2 financing placed with one party so that they
 3 could be released at the appropriate time to the
 4 appropriate parties.
 5 Q. And when you reviewed these
 6 draft -- did you review these draft escrow
 7 instructions?
 8 MR. CALLAGY: Objection to form.
 9 A. I'm sure I looked at them.
 10 Q. When you reviewed them was it your
 11 understanding that the closing documents listed
 12 in the escrow instructions upon closing would be
 13 released to --
 14 MR. CALLAGY: Would you hold on one
 15 second?
 16 MR. FISHER: Let me start over.
 17 There was an interruption, let me ask that
 18 question again. Withdrawn.
 19 Q. When you reviewed the escrow
 20 instructions, did you understand that the
 21 termination statements listed in the escrow
 22 instructions were documents that would be
 23 released to Mayer Brown upon the closing of the
 24 transaction?
 25 MR. CALLAGY: Objection to the

1 form.
 2 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.
 7 MR. FISHER: I'm going to ask the
 8 court reporter to mark as Plaintiff's Exhibit 35
 9 a document numbered JPMCB 2042 through 2043.
 10 (Plaintiff's Exhibit 35 for
 11 identification, Bates stamped JPMCB 2042 through
 12 2043.)
 13 Q. Mr. Merjian, is the second page of
 14 Plaintiff's Exhibit 35 a copy of Simpson
 15 Thacher's invoice for services rendered in
 16 connection with the payoff of the synthetic
 17 lease?
 18 MS. RICE: Object to the form of
 19 the question.
 20 A. No. It's only in part that.
 21 That's the smallest part of this invoice.
 22 Q. Is there some specific part of this
 23 invoice that relates to the payoff of the
 24 synthetic lease?
 25 MS. RICE: Object to the form of

1 the question.
 2 A. Clause 5 I guess, it says "final
 3 payoff of the lease."
 4 Q. And the other activities that are
 5 listed on this invoice, extension of liquidity
 6 bank commitments, searching UCC records and
 7 filing UCCs and UCC amendments, creation of
 8 closing binders for individual property
 9 purchases and release of properties from the
 10 lease financing, do those relate to other
 11 transactions?
 12 A. No.
 13 Q. I'm not understanding your answer,
 14 and it's probably because I'm not asking a good
 15 question.
 16 MS. RICE: Can I just point out
 17 that the document says through October 15]th.
 18 That should shed some light for you that this
 19 relates to activities predominantly before
 20 activities that you've been asking about. I
 21 think it's pretty clear from the document.
 22 Q. Mr. Merjian, what is page 2 of
 23 this?
 24 A. This goes back years, is the
 25 answer. I don't know how many but it goes back

1 a significant period of time. Having nothing to
 2 do with the payoff.
 3 Q. Is this an invoice that you
 4 forwarded to Mr. Duker on October 24, 2008?
 5 A. From this e-mail, it would appear
 6 to be.
 7 Q. Do you know whether that was in
 8 connection with calculating what Simpson
 9 Thacher's -- what fees of Simpson Thacher would
 10 be paid upon the closing on the payoff of the
 11 synthetic lease?
 12 MS. RICE: Object to the form. If
 13 you know.
 14 A. It's not a calculation, it's a
 15 number. It just gets inserted into a payoff
 16 letter.
 17 Q. Was Simpson Thacher paid \$30,000
 18 upon the closing on the payoff of the synthetic
 19 lease?
 20 A. I don't know.
 21 Q. What is your understanding of what
 22 page 2 of this exhibit is?
 23 MS. RICE: Object to the form.
 24 Asked and answered.
 25 MR. CALLAGY: Asked and answered.

1 A. It's an invoice. It's a legal
 2 invoice. Simpson Thacher & Bartlett. Relating
 3 to the work done for the synthetic lease over
 4 some period of time prior to this -- prior to
 5 and including this synthetic lease.
 6 MS. RICE: I'm sorry, prior to and
 7 including October 15th?
 8 A. Well, yes. Ultimately it -- it
 9 says October 15th, and that's what it covered,
 10 yes.
 11 Q. I'm handing you what's been marked
 12 as Plaintiff's Exhibit 20. Do you recognize the
 13 first e-mail in the chain that is Plaintiff's
 14 Exhibit 20?
 15 MS. RICE: Object to the form.
 16 A. You say do I recognize it?
 17 Q. Yes. What is it?
 18 A. It appears to be an e-mail from me
 19 to Ryan Green saying it was fine.
 20 Q. Was that e-mail sent in response to
 21 Mr. Green's question about whether you had
 22 comments on the escrow letter?
 23 MS. RICE: Object to the form of
 24 the question.
 25 MR. CALLAGY: Objection to form.

1 MS. RICE: You're asking what he
 2 recalls?
 3 A. It appears to be what the document
 4 is doing, yes.
 5 Q. I'm handing you what's been marked
 6 as Plaintiff's Exhibit 22. Mr. Merjian, to try
 7 to make this simpler, I'm also going to hand you
 8 Exhibits 21 and 23. My question is simply,
 9 looking at all three of those exhibits, do they
 10 together constitute the fully executed escrow
 11 instructions in connection with the payoff of
 12 the synthetic lease?
 13 MR. CALLAGY: Object to the form.
 14 MS. RICE: Objection to form.
 15 A. They appear to be complete
 16 signature pages to this letter.
 17 Q. And by "this letter" you're
 18 referring to Plaintiff's Exhibit 22?
 19 A. Yes.
 20 Q. Mr. Merjian, I'm handing you what's
 21 previously been marked as Exhibit number 5. Is
 22 this a document that you recognize?
 23 MS. RICE: Object to the form. You
 24 mean has he ever seen it before?
 25 MR. FISHER: Yes.

1 A. I don't recall ever seeing this.
 2 Q. Are you aware that Mayer Brown
 3 caused a termination statement to be filed with
 4 regard to UCC Financing Statement 64168084?
 5 MS. RICE: Today as he sits here?
 6 A. I became aware of that at some
 7 point in time.
 8 Q. And does this look to you to be the
 9 filed version of that termination statement?
 10 MS. RICE: Object to the form of
 11 the question. He's never seen this before.
 12 A. I just don't know.
 13 Q. I appreciate that you've testified
 14 that you've never seen it before, which is why I
 15 asked whether that's what it looks to you to be
 16 based on your familiarity with UCC filings.
 17 MS. RICE: I object to the form of
 18 the question.
 19 A. What's the question now?
 20 Q. Does it look to you to be a
 21 termination statement filed in connection with
 22 UCC Financing Statement 64168084?
 23 MS. RICE: Object to the form of
 24 the question. You shouldn't speculate. This
 25 obviously is the kind of thing, if it was filed,

1 counsel can verify it. If you know.
 2 A. If you just did a search of the
 3 records, you would know if the statement was
 4 filed or not I suppose.
 5 Q. You said that there came a time
 6 when you learned that such a termination
 7 statement was filed. When did you first become
 8 aware of that?
 9 A. Don't recall exactly.
 10 Q. Did there come a point in time when
 11 you learned that it was a mistake for such a
 12 termination statement to have been filed?
 13 MS. RICE: Object to the form of
 14 the question.
 15 A. Say the question again.
 16 Q. Did there come a point in time, and
 17 now I'm not restricting myself in time, at any
 18 time did you learn that a mistake had been made
 19 in connection with filing a termination
 20 statement that related to UCC Financing
 21 Statement 64168084?
 22 MS. RICE: Object to the form.
 23 MR. CALLAGY: I guess I would
 24 assert the attorney-client privilege also to the
 25 extent he learned it from counsel for JPMorgan.

1 MS. RICE: Let's ask the question,
 2 do you have any knowledge concerning any
 3 mistake, or the knowledge that you have, did it
 4 come from any place other than conversations
 5 with JPMorgan or its counsel or your counsel?
 6 THE WITNESS: No.
 7 MS. RICE: So I'll direct him not
 8 to answer.
 9 Q. Mr. Merjian, I'm not going to ask
 10 you about the substance of any conversations you
 11 had with counsel about any mistakes that may
 12 have occurred in connection with the filing of
 13 this termination statement. My question is
 14 simply when you learned that a mistake had been
 15 made.
 16 MS. RICE: But I think that gets to
 17 substance, and I'm asserting the attorney-client
 18 privilege and I'm directing him not to answer.
 19 MR. FISHER: I disagree with that
 20 instruction. I don't think that the question of
 21 when invades the attorney-client privilege. And
 22 in fact, when information is logged on a
 23 privilege log, dates are provided.
 24 MR. CALLAGY: I thought he
 25 testified that he did not know when he learned

1 it. So what are we talking about?
 2 MR. FISHER: Can you read back the
 3 question, please.
 4 (The pending question was read.)
 5 MR. FISHER: Mr. Rice, you're
 6 instructing him not to answer that question?
 7 MS. RICE: I will ask him, if it's
 8 helpful, do you have a recollection when you
 9 first learned there was any issue relating to
 10 the synthetic lease transaction?
 11 A. I can't place a time on it.
 12 Q. Was it sometime after October 2008?
 13 A. Yes.
 14 Q. Was it sometime after June 1, 2009?
 15 And I'll represent to you that that's when GM
 16 filed its bankruptcy petition.
 17 A. I just don't recall exactly.
 18 Q. Are you aware that this litigation
 19 in which you've been subpoenaed as a witness
 20 concerns a termination statement for UCC
 21 Financing Statement 64168084?
 22 MS. RICE: Object to the form of
 23 the question.
 24 A. I haven't seen any litigation
 25 papers.

1 Q. You've never seen a copy of the
 2 complaint in this action?
 3 A. No.
 4 Q. In connection with your work on the
 5 payoff of the synthetic lease transaction, do
 6 you know whether Simpson Thacher had an
 7 engagement letter with JPMorgan specific to that
 8 transaction?
 9 A. I don't know.
 10 Q. Who would know the answer to that?
 11 MS. RICE: If you know.
 12 A. Any engagement letter, if there
 13 were one, would -- I mean, we represent them on
 14 an ongoing basis. There's often not engagement
 15 letters, but it would go back I presume to the
 16 initial financing.
 17 Q. You testified at the beginning of
 18 your deposition that you've been involved in a
 19 significant number of transactions in which
 20 you've represented JPMorgan or its predecessor
 21 entities.
 22 Have you worked with Mr. Duker
 23 before on JPMorgan transactions? And I mean
 24 aside from the synthetic lease transaction, have
 25 you worked with Mr. Duker on other transactions?

1 A. Not that I can recall.
 2 Q. Are you aware that Robert Gordon,
 3 the partner at Mayer Brown, prepared an
 4 affidavit that concerns the termination
 5 statement that's at issue in this litigation?
 6 MS. RICE: I'm going to just direct
 7 the witness because the area you're in does risk
 8 invading the privilege.
 9 You should exclude from your
 10 answers any conversations that you've had with
 11 me or counsel for JPMorgan in answering those
 12 questions.
 13 A. I'm not aware of that.
 14 Q. Aside from what you may have
 15 learned from counsel, you're not otherwise aware
 16 of that?
 17 A. No.
 18 Q. And when you referred to counsel,
 19 are you referring to lawyers at Simpson Thacher
 20 or are you referring to someone else?
 21 A. Lawyers at Simpson Thacher.
 22 Q. Have you ever met with Mr. Callagy
 23 about any matters at issue in this litigation?
 24 A. Yes.
 25 Q. When was that?

1 A. I can't recall.
 2 Q. Was that in preparation for today's
 3 deposition?
 4 A. No.
 5 Q. Who requested that meeting? Was
 6 that a meeting you asked for or a meeting
 7 Mr. Callagy asked for or someone else?
 8 A. I don't recall who asked for it.
 9 Q. You don't recall who asked for.
 10 A. No.
 11 Q. Where did the meeting take place?
 12 A. At Simpson Thacher.
 13 Q. Who else attended?
 14 A. Tom and Andrew. As best I can
 15 recall. There may have been someone else there,
 16 but I don't know. I don't recall.
 17 Q. What do you recall Mr. Callagy
 18 saying at that meeting?
 19 MR. CALLAGY: I'm going to assert
 20 the privilege on behalf of JPMorgan.
 21 Attorney-client privilege.
 22 MR. FISHER: Why don't we take a
 23 short break, and I expect I'm fairly close to
 24 wrapping up.
 25 MS. RICE: Okay, thanks.

1 (Recess taken.)
 2 BY MR. FISHER:
 3 Q. Mr. Merjian, after the payoff of
 4 the synthetic lease transaction closed at the
 5 end of October 2008, from that date until today,
 6 aside from your own counsel, with whom have you
 7 had conversations about the termination
 8 statement that's at issue in this case?
 9 MS. RICE: And aside from
 10 Mr. Callagy, who he's already told you as well.
 11 MR. FISHER: Yes.
 12 A. I had one general conversation with
 13 my superior, who's the head of the real estate
 14 department, just letting him know what's going
 15 on.
 16 Q. And who is that person?
 17 A. Gregory Ressa.
 18 Q. What did you tell Mr. Ressa?
 19 A. I couldn't recall exactly. Just
 20 generally that -- a general description of the
 21 issue. I just don't recall.
 22 Q. Do you recall anything at all about
 23 what you told Mr. Ressa?
 24 MS. RICE: With any more
 25 specificity?

1 MR. FISHER: Yes.
 2 A. Let me think. I think I just
 3 explained to him that there was an issue
 4 relating to the financing statement in
 5 connection with the GM bankruptcy.
 6 Q. When you say there was an issue, do
 7 you remember how you described the issue to him?
 8 A. I didn't really have to describe it
 9 to him because he had heard through someone else
 10 at the firm, so he had his own understanding.
 11 And he just wanted to talk to me, let me know
 12 that --
 13 Q. So Mr. Ressa initiated the
 14 conversation with you?
 15 A. Yes.
 16 Q. And who had Mr. Ressa heard about
 17 this termination statement -- from whom did
 18 Mr. Ressa hear about this termination statement?
 19 MS. RICE: If you know.
 20 A. I have no idea.
 21 Q. He didn't tell you?
 22 A. He didn't tell me.
 23 Q. When did this conversation with
 24 Mr. Ressa occur?
 25 A. I don't recall.

1 Q. Where did the conversation occur?
 2 A. His office.
 3 Q. How were you invited to come to his
 4 office? In other words, was it an e-mail, a
 5 telephone call, something else?
 6 A. A telephone call.
 7 Q. And do you keep some kind of
 8 calendar?
 9 A. I keep time records for matters
 10 that I'm billing, but I wouldn't have recorded
 11 that.
 12 Q. Do you know whether Mr. Ressa would
 13 have recorded in some way when this conversation
 14 occurred?
 15 A. I wouldn't know.
 16 Q. And was this conversation with
 17 Mr. Ressa before or after you had a meeting that
 18 was attended by Mr. Callagy?
 19 A. I don't remember.
 20 Q. Can you think of any document,
 21 notation or anything at all that would indicate
 22 to you when your meeting with Mr. Ressa
 23 occurred?
 24 A. No.
 25 Q. And can you think of any document

1 at all that would indicate to you when your
 2 meeting that was attended by Mr. Callagy
 3 occurred?
 4 MS. RICE: He's asking any
 5 documents that you know of, that you have.
 6 A. Off the top of my head I can't.
 7 Q. And Mr. Merjian, whether you have
 8 the document or whether someone else has the
 9 document, I'm just trying to locate these
 10 meetings in time.
 11 And so the question is, is there
 12 anything at all that you can think of, whether
 13 you have it or someone else has it, that if you
 14 referred to it, it would help you figure out
 15 when this meeting occurred?
 16 A. I just don't know. If I logged it
 17 as a -- no. Well, I didn't put it in time
 18 records, I know that. So I don't know what else
 19 there would have been.
 20 Q. Aside from Mr. Ressa, Mr. Callagy
 21 and counsel, have you had any other
 22 conversations with anyone from the date that the
 23 synthetic lease transaction closed until today
 24 about the termination statement that's at issue
 25 in this case?

1 A. No.
 2 Q. Have you spoken to attorneys from
 3 Morgan Lewis?
 4 A. Yes.
 5 Q. With whom did you speak at Morgan
 6 Lewis?
 7 A. Don't recall his name.
 8 Q. Was his name Richard Toder?
 9 A. That doesn't ring a bell.
 10 Q. What about Andrew Gottfried?
 11 A. That sounds more familiar.
 12 Q. When you spoke with -- sitting here
 13 now and hearing that name Andrew Gottfried, is
 14 that who you think you spoke to?
 15 A. I've never heard of the name Toder.
 16 The name Gottfried is ringing a bell.
 17 Q. Do you know whether anyone else
 18 participated in that conversation --
 19 MR. CALLAGY: Objection to form.
 20 Q. -- between you and the Morgan Lewis
 21 lawyer?
 22 A. If someone else did, I didn't know.
 23 Q. Was it a telephone conversation?
 24 A. A telephone conversation.
 25 Q. And when you had your meeting with

1 Mr. Callagy, aside from the people about whom
 2 you've already testified, did anyone participate
 3 by phone?
 4 A. I don't recall. I don't believe
 5 so.
 6 Q. Is there a reason you didn't record
 7 any of these meetings in your time records?
 8 MS. RICE: Object to the form of
 9 the question.
 10 A. No particular reason.
 11 Q. Do you recall whether the meeting
 12 with Mr. Ressa occurred before GM filed for
 13 bankruptcy?
 14 MS. RICE: Object to the form of
 15 the question.
 16 A. I don't recall.
 17 Q. And what about the telephone
 18 conversation with Mr. Gottfried, did that occur
 19 before the GM bankruptcy?
 20 A. I don't recall.
 21 Q. And the meeting with Mr. Callagy?
 22 A. That would have been after I think.
 23 Q. So you're fairly certain that the
 24 meeting with Mr. Callagy was after the GM
 25 bankruptcy case was filed.

1 A. Pretty certain.
 2 Q. And as to the other meetings,
 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?
 6 A. When did GM file?
 7 Q. June 1, 2009.
 8 A. I can't say for sure.
 9 Q. Aside from conversations that you
 10 may have had with counsel, did you ever discuss
 11 with anyone whether some correction should be
 12 filed with respect to the termination statement
 13 that's at issue in this case?
 14 MS. RICE: Object to the form of
 15 the question.
 16 MR. CALLAGY: Object to the form.
 17 A. No.
 18 MR. FISHER: Let me just go off the
 19 record for a moment and I may be at the end.
 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:

1 Q. Mr. Merjian, I'm John Callagy and I
 2 represent JPMorgan in this lawsuit. And I just
 3 have a couple of questions.
 4 You testified about you percentages
 5 in terms of how much time you spent in 2008/2009
 6 on transactional matters representing JPMorgan
 7 and its heritage components.
 8 Have you ever heard of a financing
 9 arrangement between on the one hand General
 10 Motors and on the other hand JPMorgan and other
 11 banks referred to as "the term loan"?
 12 MS. RICE: I'm going to direct him
 13 to limit that to any conversations he may have
 14 had with me after sort of this whole thing
 15 became an issue.
 16 MR. CALLAGY: Fine.
 17 Q. I'll go one better. In terms of
 18 prior to the filing of General Motors'
 19 bankruptcy in June of '09, had you ever heard of
 20 a financing between General Motors and JPMorgan
 21 and others referred to as "the term loan"? Or a
 22 term loan?
 23 A. Maybe a vague reference to it.
 24 Q. And did you ever work on a
 25 financing between General Motors and JPMorgan

1 known as "the term loan"?
 2 A. No.
 3 Q. Did Simpson Thacher to your
 4 knowledge ever represent JPMorgan in connection
 5 with a term loan financing between JPMorgan and
 6 General Motors?
 7 A. To my knowledge, no.
 8 Q. And at any point in time in October
 9 of '08 when you were representing JPMorgan in
 10 connection with the payoff of the synthetic
 11 lease transaction, did you ever refer to the
 12 term loan financing with anybody from Mayer
 13 Brown?
 14 MR. FISHER: Objection as to form.
 15 A. No.
 16 Q. Did you ever refer in connection
 17 with that same time frame in connection with
 18 your work in October 2008, did you ever discuss
 19 that with Mr. Duker at JPMorgan?
 20 MR. FISHER: Objection.
 21 A. Is that an objection as to form
 22 that I don't answer to?
 23 MS. RICE: No, no, you can answer.
 24 A. No.
 25 Q. At any point in time during October

1 of 2008 when you were representing JPMorgan in
 2 connection with the synthetic lease transaction,
 3 did you provide any authority to Mayer Brown to
 4 do anything with respect to the term loan
 5 financing between General Motors and JPMorgan?
 6 MR. FISHER: Objection.
 7 A. Not at all.
 8 Q. In October of 2008 when you were
 9 representing JPMorgan in connection with the
 10 payoff of the synthetic lease transaction, did
 11 you understand or have any understanding that
 12 Mayer Brown had any authority to do anything
 13 with respect to the security underlying the term
 14 loan financing?
 15 MR. FISHER: Objection.
 16 A. No. Mayer Brown's authority to do
 17 anything in the synthetic lease transaction
 18 derives from a very -- one document called the
 19 termination agreement which authorizes only the
 20 releases of collateral that relate to the
 21 synthetic lease.
 22 MR. CALLAGY: I have no further
 23 questions.
 24 MR. FISHER: Nothing from me.
 25 (Continued on the following page to

1 include jurat.)
 2
 3 MS. RICE: Thank you, we're done.
 4 We don't waive reading and signing.
 5 (TIME NOTED: 3:45 p.m.)
 6
 7
 8
 9 Subscribed and sworn to before me
 10 this ____ day of _____, 2010.
 11
 12 _____
 Notary Public

1 EXHIBITS
 2
 3 ID DESCRIPTION PAGE
 4 PLAINTIFF'S
 5 Exhibit 29 Bates JPMCB STB 001 8
 6 Exhibit 30 Bates JPMCB 950 11
 7 Exhibit 31 Bates JPMCB 919 through 920 18
 And Checklist
 8
 9 Exhibit 32 Bates JPMCB STB 273 through 25
 362
 10 Exhibit 33 Bated JPMCB 2012 through 26
 2014
 11
 12 Exhibit 34 Bates 427 through 440 31
 13
 14 Exhibit 35 Bates JPMCB 2042 through 35
 2043
 15
 16 (Exhibits retained by counsel.)
 17
 18
 19
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 21
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 3 WITNESS EXAMINATION BY PAGE
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 5 Mr. Callagy 53
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1 CERTIFICATE
 2
 3 STATE OF NEW YORK)
 4 : ss.
 5 COUNTY OF NEW YORK)
 6
 7 I, SUZANNE PASTOR, a Shorthand
 8 Reporter and Notary Public within and for the
 9 State of New York, do hereby certify:
 10 That MARDI MERJIAN, the witness whose
 11 deposition is hereinbefore set forth, was duly
 12 sworn by me and that such deposition is a true
 13 record of the testimony given by the witness.
 14 I further certify that I am not
 15 related to any of the parties to this action by
 16 blood or marriage, and that I am in no way
 17 interested in the outcome of this matter.
 18 IN WITNESS WHEREOF, I have hereunto
 19 set my hand this 5th day of February, 2010.
 20
 21
 22 SUZANNE PASTOR
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E R R A T A

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WITNESS' SIGNATURE DATE

EXHIBIT 6

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE:

MOTORS LIQUIDATION COMPANY, Chapter 11
et al., No. 09-50026
(REG)

Debtors.

-----x
OFFICIAL COMMITTEE OF UNSECURED Jointly
CREDITORS OF MOTORS LIQUIDATION Administered
COMPANY f/k/a GENERAL MOTORS
CORPORATION,

Plaintiff,

Adv. Pro. No.
-against- 09-50026

JP MORGAN CHASE BANK, N.A.,
individually and as Administrative
Agent for various lenders party to
the Term Loan Agreement described
herein, et al.,

Defendants.

-----x
February 9, 2010
10:00 a.m.

Deposition of RICHARD W. DUKER taken by
Plaintiff, pursuant to Subpoena, at the offices
of Butzel Long, 380 Madison Avenue, New York,
New York, before SUZANNE PASTOR, a Shorthand
Reporter and Notary Public within and for the
State of New York.

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RICHARD W. DUKER,
having been first duly sworn by the Notary
Public (Suzanne Pastor), was examined and
testified as follows:

EXAMINATION BY
MR. FISHER:

Q. Good morning, Mr. Duker.

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 Committee of
Unsecured Creditors in the GM bankruptcy.

I'm going to ask you a number of
questions this morning. It's important that you
answer audibly so that our court reporter can
take down all of your answers, okay?

A. Mm-hmm.

Q. If you want to take a break at any
point, that's fine, just let me know. I only
ask that if there's a question pending, please
answer the question and then we can take a
break.

A. Okay.

Q. Where are you currently employed?

A. JPMorgan Chase.

1 A P P E A R A N C E S:
2 On behalf of the Plaintiff:
3 ERIC B. FISHER, ESQ.
4 KATIE COOPERMAN, ESQ.
5 BARRY SEIDEL, ESQ.
6 BUTZEL LONG
7 380 Madison Avenue, 22nd Floor
8 New York, New York 10017
9 Phone: 212.818.1110 Fax: 212.818.0494
10 E-mail: fishere@butzel.com
11 E-mail: cooperman@butzel.com
12 E-mail: seidel@butzel.com
13
14 On behalf of JPMorgan Chase Bank:
15 JOHN M. CALLAGY, ESQ.
16 NICHOLAS J. PANARELLA, ESQ.
17 KELLEY DRYE & WARREN, LLP
18 101 Park Avenue
19 New York, New York 10178
20 Phone: 212.808.7800 Fax: 212.808.7897
21 E-mail: jcallagy@kelleydrye.com
22 E-mail: npanarella@kelleydrye.com
23
24 ALSO PRESENT:
25 GABRIEL TORRES, JPMorgan Chase Bank, N.A.

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Q. What's your position there?

A. I'm in our credit risk management
group. I'm responsible for a portfolio of
relationships where I manage our credit
relationship with the clients, whether it be
doing loans indicated or bilateral loans,
derivatives, operating exposure, various aspects
of a credit relationship. And I manage --
responsible for kind of keeping an update on the
industry conditions and how the clients are
performing.

Q. What's your title?

A. Managing director.

Q. And you said you're responsible for
a portfolio of relationships. You're referring
to client relationships?

A. Correct.

Q. Are you responsible for JPMorgan's
relationship with GM?

A. Correct, yes.

Q. Is there anyone else at JPMorgan
who works with you with respect to credit
relationships between JPMorgan and GM?

MR. CALLAGY: Excuse me, just for
the record, you're talking about GM. You're

1 talking about new GM?
 2 Q. Sure, let's focus first on the
 3 period before GM filed for bankruptcy on June 1,
 4 2009. During that period -- when did you become
 5 a managing director?
 6 A. In 2002.
 7 Q. And when did you begin having
 8 responsibility for the GM relationship?
 9 A. 1999.
 10 Q. What was your position back in
 11 1999?
 12 A. Same responsibility but as a vice
 13 president at the time.
 14 Q. From 1999 until 2002, during the
 15 period of time when you were a vice president
 16 with responsibility for the GM relationship --
 17 A. GM credit relationship.
 18 Q. GM credit relationship. Were there
 19 other individuals who worked with you
 20 specifically with respect to the GM credit
 21 relationship?
 22 A. There would be junior resources
 23 involved in helping prepare credit packages and
 24 doing financial spreads and putting together
 25 reviews. Those people change over time.

1 Whenever we actually went to get
 2 approval for a transaction, we went to a credit
 3 approving officer. And that could have been
 4 one, two or three levels up, depending on the
 5 size and the scope.
 6 Q. And then beginning in 2002 as
 7 managing director, who worked with you at
 8 JPMorgan on the GM credit relationship?
 9 A. I believe in 2002 the credit
 10 approving officer at the time was a gentleman by
 11 the name of Timothy Storms. And as a junior
 12 resource basis, I don't recall who was working
 13 on it at the time.
 14 Q. But in terms of more senior
 15 personnel at JPMorgan, you remember Mr. Storms
 16 having some involvement in the GM credit
 17 relationship?
 18 A. Correct.
 19 Q. What have the nature of Mr. Storm's
 20 involvement?
 21 A. If we had a transaction for
 22 approval, I didn't have actual credit authority
 23 so I managed the relationship, so if somebody
 24 wanted to do a loan or an extend any type of
 25 credit, I'd actually have to go to him for

1 credit approval. And we would present the terms
 2 and conditions that we're recommending and he
 3 would approve or not approve.
 4 Q. And in terms of Mr. Storm's
 5 authority to approve a particular loan, did that
 6 rest with him or was that vested in some
 7 committee? How did that approval process work?
 8 MR. CALLAGY: Objection to the
 9 form. You may answer it over my objection, if
 10 you understand the question.
 11 A. There is no committee. So
 12 depending on the size of the transaction, he had
 13 a certain level of credit approval authority.
 14 So if it exceeded a certain size it might have
 15 to go to somebody above him to approve.
 16 Q. What is the threshold -- what was
 17 his threshold approval authority?
 18 A. I don't remember.
 19 Q. And you're familiar with a loan
 20 between GM as borrower and JPMorgan as
 21 administrative agent, sometimes referred to as
 22 the Term Loan?
 23 A. Yes.
 24 Q. Did Mr. Storms approve that loan?
 25 A. I'm not sure. That was in 2006. I

1 expect that he was involved at the time.
 2 Q. And there's another loan that's
 3 often referred to as the synthetic lease
 4 transaction. Is that a transaction you're
 5 familiar with?
 6 A. Yes.
 7 Q. Did Mr. Storms approve that credit
 8 relationship?
 9 A. Yes. That was in 2001.
 10 Q. I went sort of backwards through a
 11 little bit of your employment history. So would
 12 you please give me your employment history post
 13 college.
 14 A. I graduated college in 1985 and I
 15 joined Chase Manhattan Bank right out of
 16 college. So this June will be 25 years with
 17 JPMorgan and predecessors.
 18 Q. And what positions have you held at
 19 Chase Manhattan and its successors?
 20 A. The first couple of years I was
 21 involved -- I guess the first two or three years
 22 I was involved in correspondent banking
 23 relationships. And I went through our credit
 24 training program, which was a year-long program.
 25 When I finished that, I guess that would be

1 around '89 or so, I joined our commodity finance
 2 group where I was responsible for relationships,
 3 both credit and ongoing relationships with
 4 companies that either traded or processed
 5 commodities. I did that for about 10 or 11
 6 years. And then in '99 I joined the current
 7 group I'm in.
 8 Q. In the course of your work at
 9 JPMorgan, have you become familiar with how UCC
 10 filings operated?
 11 A. Yes.
 12 Q. Do you have an understanding of
 13 what a UCC financing statement is?
 14 A. Yes.
 15 Q. What is a financing statement, to
 16 your understanding?
 17 A. It's a document that we file to
 18 protect our security interest and specific
 19 underlying collateral.
 20 Q. Are you familiar with the term
 21 "termination statement"?
 22 A. Yes.
 23 Q. What's that?
 24 A. That would be a document filed to
 25 unwind our security interest.

1 Q. With regard to the Term Loan
 2 between GM as borrower and JPMorgan as
 3 administrative signature and also as lender,
 4 what was your -- just describe your role with
 5 respect to that transaction.
 6 MR. CALLAGY: Objection to the
 7 form. You asked him whether he knew about it,
 8 and he knew about it.
 9 Q. Did you have some role in JPMorgan
 10 entering into that transaction?
 11 A. Yes.
 12 Q. What was your role?
 13 A. So there was a team of people, the
 14 investment banking coverage side that handles
 15 the client relationship, our syndicated loan
 16 leveraged finance group that arranges financing
 17 and syndicates them out to investors. I worked
 18 closely with them and the documentation group to
 19 structure, get credit approval for the
 20 transaction. Diligence.
 21 Q. And the documentation group that
 22 you referred to, specifically what does that
 23 group do?
 24 A. They work with our external counsel
 25 on transactions to document the credit

1 agreements, security agreements and any other
 2 relevant documents.
 3 Q. Who was JPMorgan's counsel with
 4 respect to the Term Loan?
 5 A. Cravath.
 6 Q. Do you recall who the partner at
 7 Cravath was who was the head of this particular
 8 engagement?
 9 A. I believe it was Jim Cooper.
 10 Q. When did the Term Loan transaction
 11 close?
 12 A. I think it was November of 2006.
 13 Q. Following the close of the Term
 14 Loan transaction, did JPMorgan cause UCC
 15 financing statements to be filed?
 16 MR. CALLAGY: Objection to the
 17 form.
 18 A. I believe so, yes.
 19 Q. Who filed those financing
 20 statements on JPMorgan's behalf?
 21 A. I don't know.
 22 Q. Do you know if it was an employee
 23 of JPMorgan or someone at Cravath or yet some
 24 other partner?
 25 A. My expectation is someone at

1 Cravath.
 2 Q. And when you say that's your
 3 expectation, why is that your expectation?
 4 A. That's -- typically our legal
 5 counsel will file UCC filings.
 6 Q. In your experience, with respect to
 7 loan transactions, is it typically the
 8 administrative agent's counsel who files the
 9 financing statements?
 10 MR. CALLAGY: Objection to the
 11 form.
 12 A. Yes.
 13 Q. As part of the Term Loan
 14 documentation, was there an agreement referred
 15 to as a collateral agreement as well?
 16 A. I believe so.
 17 MR. FISHER: I'm going to ask the
 18 court reporter to please mark as Exhibit 36 a
 19 document numbered JPMCB-1-60 through 1-26.
 20 (Exhibit 36 for identification,
 21 Bates stamped JPMCB-1-60 through 1-26.)
 22 Q. Mr. Duker, I don't expect to ask
 23 you any detailed questions about this exhibit,
 24 but I'd like to start by just asking you what
 25 this document is.

1 A. This is the Term Loan Agreement
2 that JPMorgan as admin agent entered into with
3 General Motors in November 2006. What kind of
4 detail --

5 Q. That's fine. I just wanted to know
6 whether this is in fact the Term Loan Agreement.

7 Looking at page 121 of this
8 document, is that your signature on the Term
9 Loan Agreement?

10 A. Yes.

11 Q. You can set Plaintiff's Exhibit 36
12 aside.

13 MR. FISHER: I will ask the court
14 reporter to please mark as Plaintiff's
15 Exhibit 37 a document numbered JPMCB CSM 112
16 through 158.

17 (Exhibit 37 for identification,
18 Bates stamped JPMCB CSM 112 through 158.)

19 Q. After you've had a chance to look
20 through the document, my question is whether
21 this is the collateral agreement that was
22 associated with the Term Loan between GM and
23 JPMorgan as administrative agent.

24 A. It appears to be the same
25 collateral agreement tied to the Term Loan

1 Agreement.

2 Q. And on page 131 of Plaintiff's
3 Exhibit 37, is that your signature?

4 A. Yes.

5 Q. And turning to page 146 through
6 150, is that a draft of a UCC financing
7 statement to be filed in connection with the
8 Term Loan?

9 MR. CALLAGY: Objection to the
10 form.

11 A. It appears to be.

12 Q. You can set this aside as well.

13 MR. FISHER: I'll ask the court
14 reporter to mark as Plaintiff's Exhibit 38 a
15 document numbered MB 5358 through 5362.

16 (Exhibit 38 for identification,
17 Bates stamped MB 5358 through 5362.)

18 Q. Is this a copy of the financing
19 statement that was filed in connection with the
20 Term Loan?

21 MR. CALLAGY: Objection to the
22 form.

23 A. It appears to be.

24 Q. You can set this aside as well.

25 Did you have some role with respect

1 to what we've already referred to as the
2 synthetic lease transaction?

3 A. Yes.

4 Q. What was your role in that
5 transaction?

6 A. Similar role in the context of
7 working with partners within the bank to
8 originate and structure the transaction. We
9 also had a leasing group that was actively
10 involved at the time as part of the structuring
11 element together with our syndication group to
12 syndicate the exposure to a group of lenders.

13 MR. FISHER: I'm going to ask the
14 court reporter to please mark as Plaintiff's
15 Exhibit 39 a document numbered JPMCB STB 896
16 through 1033.

17 (Exhibit 39 for identification,
18 Bates stamped JPMCB STB 896 through 1033.)

19 Q. Mr. Duker, I'll state that this
20 appears to me to be two agreements put together.
21 There's one agreement that appears to one from
22 896 to 921, and then another agreement from 922
23 through the end.

24 Take your time, and then just
25 identify for me what each of those two

1 agreements is.

2 MR. CALLAGY: And again, this is
3 based upon your recollection, not necessarily
4 his -- in good faith he's making a
5 representation, but you don't necessarily have
6 to accept that representation.

7 A. (The witness reviews the document.)

8 The first section from 899 to I
9 believe 921 is an amendment to a participation
10 agreement. And from 922 to I believe through
11 the remainder is the original participation
12 agreement.

13 Q. And both of these agreements relate
14 to what we've been referring to as the synthetic
15 lease transaction?

16 A. That's correct.

17 Q. And that's your signature on page
18 907?

19 A. Yes.

20 Q. And on page 1017, is that your
21 signature as well?

22 A. Yes.

23 Q. Were you involved in a transaction
24 that involved the payoff of the synthetic lease?

25 A. Yes --

1 MR. CALLAGY: Object to the form of
 2 the question.
 3 Q. What was your involvement in that
 4 transaction?
 5 A. My primary responsibility was to
 6 coordinate the payoff of the synthetic lease.
 7 Q. I should have asked you this
 8 before. In connection with entering into the
 9 synthetic lease transaction, who was JPMorgan's
 10 counsel?
 11 A. Simpson Thacher.
 12 Q. And who was counsel with respect to
 13 the payoff the synthetic lease?
 14 A. Simpson Thacher.
 15 Q. When you say that it was your --
 16 that your involvement was coordinating the
 17 payoff of the synthetic lease, just explain what
 18 you mean by that.
 19 A. I worked with our loan and agency
 20 group to determine what amounts were owing under
 21 the facility and based on the projected closing
 22 date, what accrued fees/expenses may exist. So
 23 I coordinated with them.
 24 I also coordinated with the
 25 commercial paper issuer to confirm -- which I

1 believe it goes by a number of names, but
 2 Liberty Hampshire or RFC, to determine the
 3 amount of commercial paper outstanding and any
 4 accrued interest/fees that they would have. And
 5 lastly with Bank of Tokyo Mitsubishi who was
 6 also an investor in the transaction to confirm
 7 amounts owing to them. Coordinating with
 8 Simpson Thacher to see legal bills or anything
 9 that were owing to them and assisting putting
 10 together the payoff letter.
 11 Q. With respect to the synthetic
 12 lease, before the payoff, when the synthetic
 13 lease was in place, did the lessors have a
 14 secured interest in that transaction?
 15 MR. CALLAGY: Objection to the
 16 form.
 17 A. I don't understand the question.
 18 Q. It may not be a very good question.
 19 Were there UCC financing statements filed in
 20 connection with the synthetic lease transaction?
 21 A. That's my understanding, yes.
 22 Q. What was the purpose of those
 23 financial statements?
 24 MR. CALLAGY: Objection to the
 25 form. Calls for a legal conclusion.

1 A. My understanding would be as part
 2 of our perfection of our security interest in
 3 the underlying collateral.
 4 Q. Do you know how many financing
 5 statements were filed in connection with the
 6 synthetic lease transaction?
 7 A. I believe there were two. Based on
 8 my current knowledge of the situation.
 9 Q. When did the payoff of the
 10 synthetic lease occur?
 11 A. I believe the final closing was at
 12 the end of October of 2008. I believe it was
 13 the 31st, possibly the 30th.
 14 Q. And as part of the closing on the
 15 payoff on the synthetic lease, was it your
 16 expectation that the financing statements that
 17 related to the synthetic lease would be
 18 terminated?
 19 MR. CALLAGY: Objection to form.
 20 You may answer it.
 21 A. My understanding is that we would
 22 terminate all agreements related to the
 23 synthetic lease at the time.
 24 Q. And specifically that you would
 25 also terminate financing statements that related
 1 to the synthetic lease?
 2 MR. CALLAGY: Excuse me, could you
 3 read that question back.
 4 (The pending question was read.)
 5 MR. CALLAGY: I thought he said
 6 that. What was the prior answer --
 7 MR. FISHER: All I was trying to
 8 clarify, I believe the witness' answer referred
 9 to terminating all agreements related to the
 10 synthetic lease.
 11 Q. I was just focussing in on the
 12 financing statements and asking whether it was
 13 your expectation that financing statements
 14 related to the synthetic lease would be
 15 terminated.
 16 A. At the time, I don't recall whether
 17 I was aware of specific financing statements. I
 18 am aware of them now in retrospect. But at the
 19 time I don't recall being aware of any specific
 20 UCC financing statements that needed to be
 21 terminated.
 22 Q. In connection with the payoff of
 23 the synthetic lease, was there someone else at
 24 JPMorgan who was specifically focused on what
 25 would happen with the financing statements as a

1 result of the closing on the payoff?
 2 A. No.
 3 Q. When you say that you were not
 4 aware at the time in October of 2008, you were
 5 not aware of any UCC financing statements that
 6 needed to be terminated in connection with the
 7 synthetic lease -- withdrawn.
 8 Sitting here today, are you aware
 9 that in October 2008 a termination statement
 10 that was -- a termination statement was filed
 11 that on its face concerns the Term Loan
 12 collateral?
 13 MR. CALLAGY: Objection to form.
 14 You may answer it.
 15 A. Could you repeat the question?
 16 MR. FISHER: Would you mind reading
 17 it back, please.
 18 (The pending question was read.)
 19 A. I am aware that a UCC -- today I'm
 20 aware that a UCC financing statement unrelated
 21 to the synthetic lease was filed.
 22 Q. And it was filed in connection with
 23 the closing on the payoff of the synthetic
 24 lease?
 25 MR. CALLAGY: Objection to the

1 form. You may answer that.
 2 A. That's my understanding.
 3 Q. When did you first become aware
 4 that a termination statement filed in October
 5 2008 referenced a financing statement that
 6 related to the Term Loan?
 7 A. It was post the GM bankruptcy. I'm
 8 not sure of the exact date, but I believe it was
 9 at some point in June of 2009.
 10 Q. How did that first come to your
 11 attention?
 12 A. I don't recall whether I heard it
 13 from external or internal counsel directly. I
 14 don't recall who actually informed me.
 15 Q. After learning about this sometime
 16 in June 2009, did you speak to anyone about --
 17 aside from counsel, did you speak to anyone
 18 about how this termination statement came to be
 19 filed?
 20 MR. CALLAGY: Other than counsel.
 21 A. Other than counsel?
 22 Q. Right. And so that my questions
 23 don't get more and more clumsy, when I refer to
 24 the termination statement, I'm referring to the
 25 termination statement that was filed in October

1 2008 that on its face relates to the Term Loan
 2 collateral.
 3 MR. CALLAGY: I object to the form.
 4 He did not testify anything about having on its
 5 face -- I object to the form of the question.
 6 He testified what he testified to.
 7 Q. I just want to make sure -- I'm
 8 using shorthand when I say "termination
 9 statement." And I want to make sure my
 10 shorthand is understood by you.
 11 The termination statement that was,
 12 in your words, unrelated to the synthetic lease
 13 collateral, that's the termination statement
 14 that I'm referring to when I say termination
 15 statement.
 16 A. Okay.
 17 Q. Now I've forgotten what the
 18 question was.
 19 MR. FISHER: Could you read it
 20 back, please.
 21 (The pending question was read.)
 22 A. Other than counsel, I don't recall
 23 any specific conversations with anyone else.
 24 Q. You don't recall speaking to any of
 25 your co-workers at JPMorgan?

1 A. It's possible, I just don't recall
 2 specific conversations.
 3 Q. Do you recall any conversations
 4 with Mr. Storms?
 5 A. No.
 6 Q. When you were working on the payoff
 7 of the synthetic lease, did you interact with
 8 people at GM?
 9 A. On the payoff of the synthetic
 10 lease, yes.
 11 Q. Did you speak to any of them about
 12 how this termination statement that we're
 13 discussing came to be filed?
 14 A. No. I was not aware of it.
 15 Q. I didn't hear the end of your
 16 answer.
 17 A. I was not aware of it.
 18 Q. Even after learning, did you reach
 19 out to anyone at GM to discuss this?
 20 A. No.
 21 Q. Who was counsel to GM in connection
 22 with the payoff of the synthetic lease?
 23 A. Mayer Brown.
 24 Q. Did you speak to anyone -- after
 25 learning about the termination statement that's

1 at issue in this litigation, did you speak to
 2 anyone at Mayer Brown?
 3 A. No.
 4 Q. Did you yourself do anything to
 5 determine how the termination statement came to
 6 be filed?
 7 MR. CALLAGY: Object to the form.
 8 A. Did I do anything to determine, no,
 9 I did not.
 10 Q. Have you had any conversations with
 11 anyone from U.S. Treasury or any other agency of
 12 government about the termination statement?
 13 A. No.
 14 Q. Have you had any conversations with
 15 any of the lenders who were part of the Term
 16 Loan syndicate about the termination statement?
 17 A. I don't believe I've had any
 18 conversation with any lenders.
 19 Q. Sitting here today, do you have an
 20 understanding of how it is that this termination
 21 statement came to be filed?
 22 A. Yes. It's my understanding --
 23 MR. CALLAGY: The question is yes
 24 or no.
 25 Q. What is your understanding of how

1 the termination statement came to be filed?
 2 MR. CALLAGY: I would assert the
 3 privilege to the extent he learned about that
 4 from counsel. To the extent you agree that that
 5 doesn't constitute a waiver, I'll let him tell
 6 you what his understanding is.
 7 Q. You should try to exclude from your
 8 answer privileged information.
 9 MR. FISHER: But I agree that this
 10 testimony would not constitute a waiver.
 11 A. My understanding is that when Mayer
 12 Brown prepared the termination statements
 13 related to the synthetic lease, which we
 14 authorized them to do, that they inadvertently
 15 included an unrelated termination of different
 16 collateral under a different transaction which
 17 they were not involved with.
 18 Q. Was the Term Loan amended at some
 19 point in time?
 20 A. Yes.
 21 Q. When was that?
 22 A. I believe it was in the March/April
 23 time frame. I don't know the exact date. There
 24 was an amendment that was completed.
 25 Q. And that's March/April of 2009?

1 A. Correct.
 2 Q. In general terms, what was the
 3 purpose of the amendment?
 4 A. The company was seeking a waiver of
 5 their expected going concern opinion from their
 6 auditors and had expressed interest in providing
 7 the U.S. Treasury with a second lien on the Term
 8 Loan collateral.
 9 Q. As a consequence of the amendment,
 10 was Treasury granted a second lien on the Term
 11 Loan collateral?
 12 A. No.
 13 Q. So as finalized, what did the
 14 amendment accomplish?
 15 MR. CALLAGY: Objection to the
 16 form. And the document is available, I'm sure
 17 you have it. It speaks for itself.
 18 A. The only thing I recall is that we
 19 waived -- the lenders waived the going concern
 20 and there were modifications I believe to
 21 pricing and some fees.
 22 Q. Did JPMorgan earn a fee in
 23 connection with this amendment?
 24 A. Yes.
 25 Q. What was the amount of the fee?

1 A. I'm not positive what the fee was.
 2 Q. In connection with the amendment of
 3 the Term Loan, were any UCC searches performed?
 4 A. I don't know.
 5 Q. Is there someone at JPMorgan who
 6 would know whether or not UCC searches were
 7 performed in connection with the amendment of
 8 the Term Loan?
 9 A. Not that I'm aware of.
 10 Q. Just so I understand that, if those
 11 UCC searches were done, are you the person most
 12 likely to know that fact?
 13 MR. CALLAGY: Objection to the form
 14 of the question.
 15 A. Could you repeat that, please.
 16 (The pending question was read.)
 17 A. No. Simpson Thacher -- sorry, at
 18 the time we were working with Morgan Lewis.
 19 They would have been aware of whether those were
 20 performed. Whether they would have informed me
 21 or not I don't know.
 22 Q. So Morgan Lewis represented
 23 JPMorgan in connection with the amendment of the
 24 Term Loan.
 25 A. That's correct.

1 Q. Following GM's bankruptcy petition,
 2 at some point thereafter the Term Loan was paid
 3 off?
 4 MR. CALLAGY: Excuse me, would you
 5 read that question back.
 6 (The pending question was read.)
 7 A. Yes.
 8 Q. Who represented JPMorgan in
 9 connection with the payoff of the Term Loan?
 10 A. Morgan Lewis.
 11 Q. Aside from the matters at issue in
 12 this litigation, have you ever been involved in
 13 a situation where a mistaken UCC was filed
 14 before?
 15 MR. CALLAGY: Objection to the
 16 form.
 17 A. Not that I'm aware of any.
 18 Q. Mr. Duker, do you want to take a
 19 break or keep going?
 20 A. I'm fine.
 21 MR. FISHER: I'm going to ask the
 22 court reporter to mark as Plaintiff's Exhibit 40
 23 a document numbered JPMCB 231 through 232.
 24 (Exhibit 40 for identification,
 25 Bates stamped JPMCB 231 through 232.)

1 Q. Mr. Duker, focussing on the second
 2 page of this exhibit, there's an e-mail from --
 3 there appears to be an e-mail from you to
 4 someone named Arun. Who is Arun Sundaram?
 5 A. Arun I believe worked in General
 6 Motors' treasurer's office. He had
 7 responsibility for this transaction.
 8 Q. Does this e-mail relate to what was
 9 then the anticipated payoff of the synthetic
 10 lease?
 11 MR. CALLAGY: Objection to form.
 12 A. Yes. I was specifically asking him
 13 regarding the synthetic lease transaction their
 14 intentions.
 15 Q. And then turning now to the first
 16 page, the second e-mail from the top appears to
 17 be a message from Arun to you. And he says, "We
 18 intend to repurchase the remaining properties,
 19 have asked the lawyers to draft a checklist.
 20 Please advise from your end the next steps and
 21 to-dos."
 22 MR. CALLAGY: What's the question?
 23 MR. FISHER: There's no question
 24 yet.
 25 Q. The lawyers referred to there, is

1 it your understanding that he's referring to
 2 Mayer Brown?
 3 MR. CALLAGY: Objection to form.
 4 You're talking about as he sits here today? Are
 5 you talking about his recollection about this
 6 e-mail or are you talking about as he sits here
 7 today having read it? I don't know whether you
 8 established whether he has a recollection of the
 9 document.
 10 Q. Is this an e-mail that you received
 11 from Mr. Sundaram?
 12 A. It appears to be, yes.
 13 Q. At the time when he wrote that he
 14 had asked the lawyers to draft a checklist, did
 15 you have an understanding of who the lawyers
 16 were who he was referring to?
 17 A. I don't recall receiving this, but
 18 he would only speak to Mayer Brown. He would
 19 not have reached out to Simpson Thacher, if
 20 that's the question.
 21 Q. And then looking up to the top
 22 e-mail, is that an e-mail from you to
 23 Ms. Gherty?
 24 A. Yes.
 25 Q. What is Ms. -- or at the time, what

1 was Ms. Gherty's position?
 2 A. She was my boss and the credit
 3 approving officer for General Motors at the
 4 time.
 5 Q. And is that a message that you
 6 wrote to her?
 7 A. I don't recall sending it, but it
 8 appears to be.
 9 Q. And the message says, "yea,
 10 confirmation that 55 million of GM exposure will
 11 be gone by 10/31/08."
 12 Following the payoff of the
 13 synthetic lease, how much exposure did JPMorgan
 14 have to GM?
 15 MR. CALLAGY: On a macro basis.
 16 Object to the form.
 17 A. I don't remember in aggregate. I
 18 do recall that at the time we had about 240
 19 million of a revolving credit commitment.
 20 That's the only thing specifically I recall off
 21 the top of my head.
 22 Q. At the time was JPMorgan also a
 23 direct lender under the Term Loan?
 24 MR. CALLAGY: Objection to the
 25 form. You may answer it.

1 A. Possibly through our secondary
 2 trading group.
 3 Q. And what's the name of that
 4 secondary trading group?
 5 A. Secondary loan and distressed
 6 trading.
 7 Q. It's part of JPMorgan Chase Bank
 8 NA?
 9 MR. CALLAGY: Objection to form.
 10 A. I believe it is, yes.
 11 MR. FISHER: I'll ask the court
 12 reporter to mark as Plaintiff's Exhibit 41 a
 13 document numbered JPMCB 944 through 945.
 14 (Exhibit 41 for identification,
 15 Bates stamped JPMCB 944 through 945.)
 16 Q. Do you know Scott Quigley at Wells
 17 Fargo?
 18 A. Yes.
 19 Q. Did Wells Fargo have some
 20 participation in the Term Loan?
 21 A. I can't confirm that --
 22 MR. CALLAGY: Do you know?
 23 A. I don't know.
 24 Q. Does looking at this string of
 25 e-mails refresh your recollection --

1 MR. CALLAGY: Why don't you read
 2 it.
 3 Q. Take your time to read it, and my
 4 question is simply, does this refresh your
 5 recollection as to whether Wells Fargo
 6 participated in the Term Loan.
 7 A. (The witness reviews the document.)
 8 Based on their questions, it
 9 appears they were an investor in the deal.
 10 Q. And the second e-mail from the top
 11 on the first page of this exhibit appears to be
 12 an e-mail from you to Mr. Quigley sent on
 13 October 10th, 2008. Does that look to you to be
 14 an e-mail you sent to Mr. Quigley?
 15 A. It appears to be, yes.
 16 Q. And you're responding to a number
 17 of questions, and you write, "JPM as agent is
 18 not responsible for ensuring that the collateral
 19 value is correct."
 20 Did someone have responsibility to
 21 determine whether the collateral value with
 22 respect to the Term Loan was correct?
 23 MR. CALLAGY: Objection to form.
 24 A. General Motors, the borrower.
 25 Q. Is that information that General

1 Motors as borrower would certify to JPMorgan as
 2 administrative agent under the Term Loan?
 3 MR. CALLAGY: Objection to form.
 4 This is really out of context.
 5 A. Typically we would require a
 6 compliance certificate stating they were in
 7 compliance.
 8 Q. And the second point in your e-mail
 9 says, "The collateral value is based on the net
 10 book value, not the fair market value of the M&E
 11 special tools." And then in parentheses,
 12 "Property is not part of the collateral."
 13 What did you mean when you wrote
 14 "net book value"?
 15 A. I believe the reference is to what
 16 they would show as part of their accounting of
 17 their M&E and special tools on their books and
 18 records.
 19 Q. And M&E refers to machinery and
 20 equipment?
 21 A. Yes.
 22 Q. And when you say what they would
 23 show on their books and records, "they" is GM?
 24 A. Yes.
 25 Q. During the period of time that the

1 Term Loan was in place before it was paid off,
 2 did anyone at JPMorgan do a fair market value
 3 analysis of the Term Loan collateral?
 4 MR. CALLAGY: Objection to form.
 5 A. No.
 6 Q. Do you know what the approximate
 7 net book value of the Term Loan collateral was
 8 on the date that GM filed for bankruptcy?
 9 A. No.
 10 Q. Is there someone else at JPMorgan
 11 who would know that?
 12 A. I don't know.
 13 Q. Are you aware of anyone, whether at
 14 JPMorgan or elsewhere, who's conducted a fair
 15 market value analysis of the Term Loan
 16 collateral?
 17 A. Not that I'm aware of.
 18 Q. I'm handing you what's previously
 19 been marked as Plaintiff's Exhibit 30.
 20 MR. CALLAGY: These were marked in
 21 earlier depositions.
 22 Q. Right.
 23 A. Okay.
 24 Q. Who is Mardi Merjian?
 25 A. He was the partner at Simpson

1 Thacher who worked on the synthetic lease
 2 transaction.
 3 Q. Did you communicate with
 4 Mr. Merjian in connection with the payoff of the
 5 synthetic lease?
 6 A. Yes.
 7 Q. Did you communicate with anyone
 8 else at Simpson Thacher about the payoff of the
 9 synthetic lease?
 10 A. I don't recall any other
 11 conversations.
 12 Q. Another name that appears on this
 13 exhibit is Ryan Green. Who is Ryan Green?
 14 A. My understanding is he was an
 15 associate at Mayer Brown.
 16 Q. And did you communicate with
 17 Mr. Green in the course of the closing on the
 18 payoff of the synthetic lease?
 19 A. I don't believe I worked directly
 20 with him.
 21 Q. Generally speaking -- well, does
 22 this appear to you to be a chain of e-mails --
 23 withdrawn.
 24 I'm handing you what's previously
 25 been marked as Exhibit 12. Is this an e-mail

1 you remember receiving?
 2 A. I don't recall seeing it at the
 3 time.
 4 Q. Do you have any reason to doubt you
 5 received it?
 6 A. No.
 7 Q. And the e-mail from Arun to you
 8 refers to a checklist developed by Mayer Brown.
 9 Do you remember receiving a copy of a checklist
 10 in connection with the payoff of the synthetic
 11 lease?
 12 A. I don't recall seeing this, no.
 13 Q. If you look at the pages that are
 14 attached to this e-mail, do you have any reason
 15 to doubt that you received a copy of that
 16 checklist?
 17 A. No.
 18 Q. If you turn to the third page of
 19 this exhibit --
 20 MR. CALLAGY: Page 3?
 21 Q. I'm just counting three pages from
 22 the front of the exhibit. Towards the bottom of
 23 the page your name appears, and it says "credit
 24 contact" next to your name. What does "credit
 25 contact" mean?

1 A. I assume they meant I was the
 2 contact at the bank that was responsible for the
 3 credit relationship.
 4 Q. In this checklist, turning to what
 5 is page 4 of the checklist, it has the number 4
 6 on the bottom, there's a section 5 with the
 7 title "general documentation" next to it. And
 8 then underneath that there's a section A,
 9 "termination of UCCs."
 10 Do you recognize any of the three
 11 UCC financing statements referred to there?
 12 MR. CALLAGY: As he sits here?
 13 Q. Yes, as you sit here today.
 14 A. As I sit here today, yes.
 15 Q. Can you identify what they relate
 16 to?
 17 A. My understanding is the first two,
 18 20925325 and 20925267, as I sit here today I
 19 believe related to the synthetic lease
 20 transaction. And 64168084 I believe relates to
 21 the Term Loan Credit Agreement.
 22 Q. During the period leading up to the
 23 payoff of the synthetic lease, did you have any
 24 conversations with anyone about the financing
 25 statements listed there?

1 MR. CALLAGY: On 5(A)?
 2 MR. FISHER: Yes.
 3 A. Not that I recall.
 4 Q. I'm handing you what's previously
 5 been marked --
 6 MR. CALLAGY: Can we take a break
 7 for a second?
 8 MR. FISHER: Sure.
 9 (Recess taken.)
 10 BY MR. FISHER:
 11 Q. I'm handing you what's previously
 12 been marked as Plaintiff's Exhibit 31.
 13 Does Plaintiff's Exhibit 31 appear
 14 to you to be an e-mail forwarded to you by
 15 Mr. Merjian?
 16 A. Yes.
 17 Q. Did you receive a copy of the
 18 checklist that's attached to this e-mail?
 19 A. I don't recall seeing it, but I see
 20 it now.
 21 Q. And you have no reason to doubt you
 22 received it.
 23 A. No.
 24 Q. And if you look at page 4 of this
 25 checklist, section 5(A) refers to certain UCC

1 financing statements.
 2 During the period leading up to the
 3 close of the synthetic lease transaction, I'll
 4 just ask this question once so I don't have to
 5 ask it ten times, did you have any discussions
 6 with anyone about any of the financing
 7 statements listed there?
 8 A. No.
 9 MR. CALLAGY: This is, again,
 10 during the period of time leading up -- you
 11 stopped your question --
 12 MR. FISHER: Yes, yes. Right.
 13 Q. In other words --
 14 MR. CALLAGY: I think the record --
 15 as long as you confirm that that's the period of
 16 time. You're talking about October of 2008.
 17 MR. FISHER: That's right.
 18 Q. Is it correct that the first time
 19 you had any discussions with anyone about these
 20 financing statements was sometime after the GM
 21 bankruptcy petition was filed?
 22 A. Yes.
 23 Q. Can you pinpoint -- you said you
 24 learned about the termination statement that's
 25 at issue in this case after the GM bankruptcy

1 case was filed. Can you be any more specific in
 2 locating in time the point at which you came to
 3 learn about the termination statement?
 4 A. No.
 5 Q. I'm handing you what's previously
 6 been marked as Plaintiff's Exhibit 32. Is this
 7 an e-mail that Mr. Merjian forwarded to you?
 8 A. It appears to be, yes.
 9 Q. Do you believe that Mr. Merjian
 10 also forwarded to you the attachments to this
 11 e-mail?
 12 MR. CALLAGY: Objection to the
 13 form.
 14 A. Could you repeat that, please?
 15 Q. Did Mr. Merjian also forward to you
 16 the documents that are attached to this e-mail?
 17 MR. CALLAGY: Objection to form.
 18 A. It appears to be, yes.
 19 Q. Would you turn, please, to page 296
 20 of this exhibit.
 21 MR. CALLAGY: 296 being the number
 22 in the lower right.
 23 MR. FISHER: Yes.
 24 Q. Can you identify the document that
 25 appears at page 296?

1 A. It appears to be a draft of the
 2 financing statement termination that related to
 3 the Term Loan.
 4 Q. You can set this whole exhibit
 5 aside.
 6 MR. FISHER: I'll ask the court
 7 reporter to mark as Plaintiff's Exhibit 42 a
 8 document numbered JPMCB STB 363 through 365.
 9 (Exhibit 42 for identification,
 10 Bates stamped JPMCB STB 363 through 365.)
 11 Q. Would you describe generally what
 12 these e-mails relate to.
 13 A. These relate to the calculation of
 14 the expected payoff related to the unwind of the
 15 synthetic lease transaction.
 16 Q. And on the first page, the second
 17 e-mail in the chain appears to be an e-mail from
 18 you to Arun Sundaram, Jeffrey Holy, Ryan Green
 19 and Timothy Conder. You've already mentioned
 20 Mr. Sundaram. Who is Jeffrey Holy?
 21 A. I don't remember who he is.
 22 Q. And Timothy Conder?
 23 A. I don't recall.
 24 Q. One of the ccs on this e-mail is
 25 John Swint at JPMorgan. Who is Mr. Swint?

1 A. He works in our loan and agency
 2 group. He's the person I referred to before in
 3 terms of having the loan information.
 4 Q. I'm handing you what's previously
 5 been marked as Plaintiff's Exhibit 35. Is the
 6 second page of this exhibit a Simpson Thacher
 7 invoice that you forwarded to GM?
 8 MR. CALLAGY: Objection to form.
 9 A. It appears to be.
 10 Q. What was the purpose of forwarding
 11 it to GM?
 12 A. As part of the closing of the
 13 transaction they had to reimburse or pay off all
 14 legal expenses that we had in addition to the
 15 loans.
 16 Q. Do you know whether JPMorgan had an
 17 engagement letter with Simpson Thacher with
 18 respect to the synthetic lease transaction?
 19 A. I do not know.
 20 Q. Who would know that?
 21 A. I'm not sure.
 22 MR. FISHER: I'm going to ask the
 23 court reporter to mark as Plaintiff's Exhibit 43
 24 a document numbered JPMCB 1643 through 1645.
 25 (Exhibit 43 for identification,

1 Bates stamped JPMCB 1643 through 1645.)
 2 Q. Is the top portion of this exhibit
 3 an e-mail that you received from Ryan Green?
 4 A. It appears to be, yes.
 5 Q. And Mr. Green refers to comments
 6 received from trustee's counsel. Do you
 7 remember who trustee's counsel was?
 8 A. No.
 9 Q. And who is the trustee being
 10 referred to there?
 11 A. I don't recall.
 12 Q. Who is BTMU?
 13 A. BTMU is Bank of Tokyo Mitsubishi
 14 who was an investor in the transaction.
 15 Q. Do you know whether JPMorgan
 16 provided Mayer Brown with comments on any of the
 17 closing documents that related to the payoff of
 18 the synthetic lease?
 19 MR. CALLAGY: Objection to the
 20 form.
 21 A. I'm not aware of JPMorgan giving
 22 any comments.
 23 Q. Turn to the second page of this
 24 exhibit, there's an e-mail from you to Arun.
 25 Does reading that e-mail refresh your

1 recollection as to the closing date of the --
 2 refresh your recollection as to what was the
 3 closing date of the synthetic lease payoff?
 4 MR. CALLAGY: Objection to the
 5 form.
 6 A. It refers to October 30th. Whether
 7 it actually closed that day, I just don't
 8 whether it was the 30th or 31st.
 9 MR. FISHER: I'm going to ask the
 10 court reporter to please mark as Plaintiff's
 11 Exhibit 44 a document numbered JPMCB 1092
 12 through 1098.
 13 (Exhibit 44 for identification,
 14 Bates stamped JPMCB 1092 through 1098.)
 15 Q. There's reference in these e-mails
 16 to a party identified as Guggenheim Partners.
 17 Do you have an understanding as to what
 18 Guggenheim Partners is?
 19 A. My recollection is that they were
 20 related to the commercial paper issuer with that
 21 managed that process.
 22 Q. And the commercial paper issuer,
 23 was that RFC?
 24 A. I believe so, yes.
 25 Q. And there's discussion about RFC

1 providing a drawdown notice.
 2 MR. CALLAGY: Objection to form.
 3 Q. Generally speaking, do you know
 4 what that refers to?
 5 MR. CALLAGY: I'm sorry, what is
 6 "that"?
 7 Q. "That" is a drawdown notice from
 8 RFC.
 9 MR. CALLAGY: Are you talking about
 10 something in this document?
 11 MR. FISHER: There's reference to
 12 it in the document.
 13 Q. You can look at the document or
 14 just testify from memory. I'm just trying to
 15 get an understanding of what that was about.
 16 A. My recollection is that they had
 17 certain requirements where they received funds
 18 by a certain time of day, and if they don't,
 19 they would draw down on the backup facility
 20 banks that provided the liquidity backstop. So
 21 our objective was not to have to fund loans and
 22 repay them the same day. So we were trying to
 23 make sure everything funded as early as
 24 possible, otherwise they were going to have to
 25 draw down from the banks that were not

1 previously funded.
 2 Q. And JPMorgan was one of the
 3 backstop facilities in the synthetic lease?
 4 A. Yes.
 5 Q. Do you recall whether the synthetic
 6 lease payoff closed in a manner that allowed
 7 JPMorgan to avoid the drawdown notice from RFC?
 8 MR. CALLAGY: Objection to form.
 9 A. I believe that to be the case, yes.
 10 MR. FISHER: I'll ask the court
 11 reporter to mark as Plaintiff's Exhibit 45 a
 12 document numbered JPMCB 1230 through 1232.
 13 (Exhibit 45 for identification,
 14 Bates stamped JPMCB 1230 through 1232.)
 15 Q. Mr. Duker, take whatever time you
 16 need with this document. I don't expect to have
 17 any substantive questions about it. My question
 18 is simply whether the top portion of the first
 19 page of this exhibit is an e-mail that you sent
 20 to Mr. Green.
 21 A. It appears to be, yes.
 22 Q. And below that, is that e-mail an
 23 e-mail that Mr. Green sent to you?
 24 A. It appears to be.
 25 Q. You can set that aside.

1 MR. FISHER: I'll ask the court
 2 reporter to mark as Plaintiff's Exhibit 46 a
 3 one-page document numbered JPMCB 1803.
 4 (Exhibit 46 for identification,
 5 Bates stamped JPMCB 1803.)
 6 Q. Does this document refresh your
 7 recollection as to the closing date payoff on
 8 the synthetic lease?
 9 A. Yes.
 10 Q. What was the closing date?
 11 A. October 30th.
 12 Q. Who is David Walker?
 13 A. He's the investment banking
 14 coverage person for General Motors.
 15 Q. And what was your understanding of
 16 why Mr. Walker described the payoff as "good
 17 news"?
 18 MR. CALLAGY: Objection to the
 19 form.
 20 A. We were looking to reduce our
 21 exposure to General Motors at the time.
 22 MR. FISHER: I'm going to ask the
 23 court reporter to mark as Plaintiff's Exhibit 47
 24 a document numbered JPMCB MLB 490 through 494.
 25 (Exhibit 47 for identification,

1 Bates stamped JPMCB MLB 490 through 494.)
 2 Q. Is this an e-mail that you
 3 received?
 4 A. It appears to be, yes.
 5 Q. Who is Mr. Scheibe?
 6 A. He was one of the Morgan Lewis
 7 representatives that we worked with on the
 8 amendment to the Term Loan.
 9 Q. And do you recognize the attachment
 10 to this e-mail?
 11 A. I don't recall the document, but.
 12 Q. What does it appear to you to be?
 13 A. It appears to be the fee letter
 14 related to the first amendment.
 15 Q. Is that your signature on page 43?
 16 A. Yes.
 17 Q. Does looking at this fee letter
 18 refresh your recollection as to the amount of
 19 the fee that JPMorgan earned in connection with
 20 the amendment of the Term Loan?
 21 A. Yes.
 22 Q. What was the amount of that fee?
 23 A. \$6 million.
 24 Q. And how was that fee determined?
 25 A. I don't know.

1 Q. Is there some rule of thumb that
 2 people in the industry use to calculate
 3 arrangement fees?
 4 MR. CALLAGY: Objection to form.
 5 A. I don't know.
 6 Q. Is there someone else at JPMorgan
 7 who was responsible for determining the fee?
 8 A. Donald Benson and David Walker
 9 would likely have been responsible for
 10 determining that fee.
 11 Q. Are both Mr. Benson and Mr. Walker
 12 on the investment banking side?
 13 A. Yes. Mr. Benson's in our
 14 syndicated loan group.
 15 Q. One of the ccs on this e-mail is
 16 Ann Kurinskas. Who is Ms. Kurinskas?
 17 A. Ann Kurinskas is a special credits
 18 officer with the bank. With our bank.
 19 Q. Did she work with you on the payoff
 20 of the -- did she work with you on the amendment
 21 of the Term Loan?
 22 A. Yes.
 23 Q. Did she also work on the payoff of
 24 the synthetic lease?
 25 A. No.

1 Q. Who is Kevin Kelly?
 2 A. Kevin Kelly is internal legal
 3 counsel.
 4 MR. FISHER: I'm going to ask the
 5 court reporter to mark as Plaintiff's Exhibit 48
 6 a document numbered JPMCB-1-1.
 7 (Exhibit 48 for identification,
 8 Bates stamped JPMCB-1-1.)
 9 Q. Is this form of document familiar
 10 to you?
 11 A. No.
 12 Q. Looking at it now, do you have any
 13 understanding of what this is?
 14 A. I'm really not sure.
 15 Q. Did JPMorgan receive a wire
 16 transfer from General Motors in March 2009 in
 17 the amount shown on the face of this document?
 18 A. I don't know.
 19 Q. Who would know? To your knowledge,
 20 who at JPMorgan would be familiar with these
 21 kinds of documents?
 22 MR. CALLAGY: Objection to form.
 23 A. Possibly our loan and agency group
 24 might be familiar with this form.
 25 Q. During March 2009, were any

1 transfers of money made to JPMorgan related to
 2 the Term Loan?
 3 MR. CALLAGY: Objection to form.
 4 A. I don't know.
 5 Q. Do you know how frequently GM made
 6 interest payments under the Term Loan?
 7 A. I don't recall.
 8 Q. Who would know the answer to that
 9 question?
 10 A. Our loan and agency group.
 11 Q. And specifically as it relates to
 12 the GM relationship, who in the loan and agency
 13 group would know about any transfers that had
 14 come in from GM?
 15 A. John Swint.
 16 MR. FISHER: I'm going to ask the
 17 court reporter to mark as Plaintiff's Exhibit 49
 18 an e-mail numbered JPMCB 217 to 218.
 19 (Exhibit 49 for identification,
 20 Bates stamped JPMCB 217 through 218.)
 21 Q. I'd like to start at the back of
 22 this document, the second page, the last e-mail
 23 on that page. Is that an e-mail that you sent
 24 to an address TCP_corporates@JPMChase.com?
 25 A. It appears to be, yes.

1 Q. Do you recognize that TCP address?
 2 A. Yes.
 3 Q. What is that address?
 4 A. It's Traditional Credit Products.
 5 It's a middle office group that we can direct
 6 inquiries to related to documents, loans, et
 7 cetera.
 8 Q. Where is that group located?
 9 A. There's some people in New York,
 10 some in Houston, I believe there are some in --
 11 I'm not positive but I know there's also some
 12 groups in Bangalore.
 13 Q. And the subject of the e-mail is
 14 "GM Term Loan," and it says, "Can we get a
 15 summary of legal/collateral documentation
 16 including details on all UCC filings?"
 17 Did you send that e-mail on May 6,
 18 2009?
 19 A. It appears to be, yes.
 20 Q. Why did you make that inquiry on
 21 May 6, 2009?
 22 A. At that point in time we were
 23 concerned about the potential bankruptcy of GM
 24 so we were getting all our ducks in a row
 25 preparing for a potential filing.

1 Q. Eventually did you get the
 2 information that you were asking for in this
 3 e-mail?
 4 MR. CALLAGY: Objection to form.
 5 A. I don't believe I ever received
 6 what I requested.
 7 Q. If you go up one e-mail, there's an
 8 e-mail from someone named Vince. Who is Vince?
 9 A. Vince Bolanini works in TCP
 10 corporate.
 11 Q. Where is he located?
 12 A. He's in New York.
 13 Q. And is that an e-mail you received
 14 from -- I'm sorry, I didn't catch his last name.
 15 A. Bolanini.
 16 Q. Is that an e-mail that you received
 17 from Mr. Bolanini?
 18 A. It appears to be, yes.
 19 Q. And Mr. Bolanini writes, "For
 20 collateral you need to send an e-mail to IB
 21 Collateral Services."
 22 Do you have an understanding as to
 23 what IB Collateral Services is?
 24 A. I believe it's our group in Houston
 25 that maintains copies of legal documents.

1 Q. And then he writes, "and for UCC:
 2 Lien Perfection, Bangalore." What does that
 3 refer to?
 4 A. That's a group that tracks UCC
 5 filings that we've made and continued.
 6 Q. Had you -- before you received this
 7 e-mail, in connection with other work that
 8 you've done at JPMorgan and its predecessors,
 9 did you communicate with this Lien Perfection
 10 Group in Bangalore?
 11 A. I don't recall.
 12 Q. To your recollection, is this the
 13 first time that you communicated with that
 14 group?
 15 A. I really don't know.
 16 Q. Your understanding of what this
 17 group does, where does that understanding come
 18 from?
 19 A. Hard to say.
 20 Q. You can't pinpoint a source.
 21 A. Yes.
 22 Q. It's just something you know.
 23 A. Yes.
 24 Q. Also continuing in this e-mail
 25 there's a series of numbers under General Motors

1 Corporation. There's a number next to UCN. Do
2 you have an understanding as to what that number
3 refers to?

4 A. It's a customer identification
5 number.

6 Q. Is that an internal JPMorgan
7 number?

8 A. Yes.

9 Q. And is that the customer number
10 used to refer to GM?

11 A. I don't know if that's the correct
12 number or not.

13 Q. And then there's LIQ tracking
14 number. What does that number refer to?

15 A. That I don't know.

16 Q. When you say that the Lien
17 Perfection Group in Bangalore tracks UCC
18 filings, do you know anything about their
19 practices?

20 MR. CALLAGY: Objection to the
21 form.

22 A. My only understanding is that
23 they -- when UCCs are filed, they register them
24 in their systems and they would be responsible
25 for notifying us if continuations are required.

1 Or likely they'd contact the lawyers involved.

2 Q. Do you know whether the Lien
3 Perfection Group in Bangalore runs any kind of
4 periodic reviews of UCCs filed for JPMorgan's
5 benefit?

6 MR. CALLAGY: Objection to form.

7 A. No, I don't.

8 Q. Do you know whether the termination
9 statement that's at issue in this case was
10 registered by the Lien Perfection Group in
11 Bangalore?

12 A. Not that I'm aware of.

13 Q. Do you know that it was not or you
14 don't know one way or the other?

15 A. I don't know.

16 Q. And when you say that this Lien
17 Perfection Group registers UCC statements that
18 are filed, what do you mean by "register"?

19 A. They input them into our system.
20 So for a transaction they would receive from our
21 counsel a list of UCCs that were filed.

22 Q. And is that a system that you have
23 access to?

24 A. No.

25 Q. Who has access to that system that

1 is the registry of UCC filings?

2 A. I don't know.

3 Q. Have you ever had to consult that
4 registry in connection with any of your work at
5 JPMorgan?

6 A. Other than requesting documentation
7 related to the Term Loan, I don't recall any
8 other times.

9 Q. So when you made this -- or really
10 when -- now I don't remember his name. When
11 Mr. Bolanini copied Lien Perfection in Bangalore
12 on your request, was it your understanding that
13 they -- in other words, this group in Bangalore
14 would query the system to answer your question?

15 A. Yes.

16 Q. Aside from the Term Loan, did you
17 contact -- or did you ask for information
18 concerning other GM loans?

19 MR. CALLAGY: Objection to form.

20 Q. It's a bad question. During this
21 period of time, May 2009 through the bankruptcy
22 filing on June 1, 2009, did you make requests
23 for information about UCC filings that related
24 to GM loans other than the Term Loan?

25 A. Not aware of any. The only other

1 exposure we had related to the revolving credit
2 we weren't the admin agent or the collateral
3 agent on.

4 Q. Looking at the first page of this
5 document, there is an e-mail in the middle of
6 the page from someone named Shwetha Ramesh. Is
7 that an e-mail that you received?

8 A. It appears to be, yes.

9 Q. Did Mr. Ramesh send you what you
10 had asked for?

11 A. No.

12 Q. What did he send you?

13 A. He sent me documentation related to
14 a previous facility that had been terminated.

15 Q. And the previous facility is the
16 revolver?

17 A. A different -- not the Citibank
18 revolver, but there was another revolver that we
19 had agented that was secured by the stock of
20 General Motors Acceptance Corp.

21 Q. And then going up one e-mail,
22 there's an e-mail from you that says, "This
23 appears to be the collateral for a GM revolver
24 that has been canceled. I am looking for the
25 collateral summary, copies of UCC filings, et

1 cetera for the \$1.5 billion GM Term Loan.
 2 Thanks."
 3 Did anyone at JPMorgan get back to
 4 you before the bankruptcy filing with an answer
 5 to that -- with that specific information?
 6 MR. CALLAGY: Asked and answered.
 7 You can answer again.
 8 A. I don't recall receiving it.
 9 Q. At any point in time did someone at
 10 JPMorgan transmit that information to you?
 11 A. I don't remember.
 12 Q. Did you get that information from
 13 some other source outside of JPMorgan?
 14 MR. CALLAGY: Objection to form.
 15 A. Could you repeat that?
 16 Q. Yes. The UCC lien information
 17 pertaining to the Term Loan that you were asking
 18 about in May 2009, did you get that information
 19 from any source during the period before the GM
 20 bankruptcy filing?
 21 A. I don't know if I received it prior
 22 to the bankruptcy.
 23 MR. FISHER: Why don't we just take
 24 a short five-minute break. Let me organize my
 25 thoughts a little bit, which will help make this

1 steps.
 2 Q. Did you ask anyone to perform a UCC
 3 search?
 4 A. Not that I recall.
 5 MR. FISHER: I'm going to ask the
 6 court reporter to mark as Plaintiff's Exhibit 50
 7 a one-page document numbered JPMCB-1-2.
 8 (Exhibit 50 for identification,
 9 Bates stamped JPMCB-1-2.)
 10 Q. You've already testified,
 11 Mr. Duker, that you're not familiar with this
 12 form of document.
 13 A. That's correct.
 14 Q. And so I've put it before you only
 15 to the extent that it may help refresh your
 16 recollection as to what I'm about to ask you,
 17 which is did JPMorgan receive any payments from
 18 GM in May 2009?
 19 A. I don't know.
 20 Q. Would Mr. Swint know the answer to
 21 that question?
 22 MR. CALLAGY: Objection to the
 23 form.
 24 Q. Is that a question you would expect
 25 Mr. Swint to know the answer to?

1 go as quickly as possible.
 2 (Recess taken.)
 3 BY MR. FISHER:
 4 Q. Mr. Duker, I've put back before you
 5 Exhibit 49. The May 6, 2009 e-mail that starts
 6 off this chain on the second page, to your
 7 knowledge is that the earliest request that you
 8 made for a summary of UCC filings related to the
 9 GM Term Loan?
 10 A. I don't know.
 11 Q. Are you aware of any specific
 12 requests that you made earlier than May 6, 2009?
 13 A. No.
 14 Q. To your recollection, no one at
 15 JPMorgan ever got back to you with a summary of
 16 the UCC filings that related to the Term Loan?
 17 A. I don't recall receiving it.
 18 Q. What steps did you take to try to
 19 get that information?
 20 MR. CALLAGY: Objection to form.
 21 Other than what he --
 22 Q. Other than these e-mails, what
 23 other steps did you take to retrieve this
 24 information?
 25 A. I don't know if I took any other

1 A. I believe so.
 2 MR. FISHER: I'm going to ask the
 3 court reporter to mark as Plaintiff's Exhibit 51
 4 a document numbered JPMCB-1-17 through 26.
 5 (Exhibit 51 for identification,
 6 Bates stamped JPMCB-1-17 through 26.)
 7 Q. Is this a document that you
 8 recognize?
 9 A. No.
 10 Q. The heading on the document says
 11 "5/27/09, General Motors interim interest
 12 payment." Do you know what that heading refers
 13 to?
 14 A. It appears to be details on
 15 lenders' pro rata share of an interest payment.
 16 Q. Do you believe that this refers to
 17 an interest payment made under the Term Loan?
 18 A. I don't know. It's possible.
 19 Q. Do you think that this is a
 20 document that was prepared by someone at
 21 JPMorgan?
 22 A. I don't know. I'm not familiar
 23 with it.
 24 Q. Is there anyone in your group who
 25 was responsible for calculating the pro rata

1 share of lenders under the Term Loan?
 2 A. Loan and agency group, John Swint.
 3 Q. Is John Swint the head of that
 4 group?
 5 A. No.
 6 Q. He's just a member of that group?
 7 A. Yes.
 8 Q. Who else is in that group?
 9 A. That's a pretty big group.
 10 Q. But John Swint is someone who --
 11 within the loan and agency group who had
 12 responsibility for the GM relationship.
 13 A. At the time, yes.
 14 MR. CALLAGY: Objection to form.
 15 Q. Is Mr. Swint still with JPMorgan?
 16 A. I believe so, yes.
 17 MR. FISHER: I'm going to ask the
 18 court reporter to mark as Plaintiff's Exhibit 52
 19 a document numbered JPMCB 174 through 178.
 20 (Exhibit 52 for identification,
 21 Bates stamped JPMCB 174 through 178.)
 22 A. (The witness reviews the document.)
 23 Q. Looking at the first e-mail on the
 24 first page of this exhibit, is that an e-mail
 25 that you sent to Ms. Kurinskas?

1 A. It appears to be, yes.
 2 Q. And would you describe, please,
 3 what this e-mail concerns?
 4 A. I don't recall the specifics. But
 5 based on my reading of it, we were trying to
 6 understand within the list of locations where we
 7 had M&E collateral, which ones were going to be
 8 sold to the new GM and which ones were closing.
 9 Q. So in part, is this an analysis of
 10 a collateral value certificate that was provided
 11 to you by GM?
 12 MR. CALLAGY: Objection to form.
 13 A. I don't think that's correct.
 14 Q. When you write in your e-mail at
 15 the end of that first e-mail the total is 1.1
 16 billion, what does that refer to?
 17 A. I don't recall.
 18 Q. Do you know whether that figure
 19 refers to the book value of collateral at plants
 20 that were scheduled to close?
 21 A. It appears to be.
 22 Q. Why were you undertaking this
 23 analysis?
 24 A. Again, I don't remember exactly
 25 what was going on at the time, but my

1 expectation is we wanted to make sure that there
 2 was still plenty of collateral to support the
 3 \$1.5 billion Term Loan.
 4 Q. And did you form a view as to
 5 whether there was sufficient collateral to
 6 support the Term Loan?
 7 A. I don't know if we formed a view.
 8 MR. CALLAGY: Mr. Fisher, you seem
 9 to be going to a question about the value of the
 10 collateral, which we believe is beyond the scope
 11 of the proceeding that you've commenced. So I
 12 don't know if you're going to continue with
 13 that, but we would object to the continuation of
 14 those types of questions.
 15 MR. FISHER: It's all right. I
 16 note the objection. I don't expect to have very
 17 much more on that topic. It's an issue that
 18 perhaps we should discuss off the record as
 19 well.
 20 Q. Sitting here today, are you aware
 21 that an attorney at Mayer Brown executed an
 22 affidavit, signed an affidavit that concerns the
 23 circumstances under which the termination
 24 statement was filed?
 25 A. Yes.

1 Q. Did you become aware of that
 2 through counsel or some other way?
 3 A. Through counsel.
 4 Q. Were you involved in any way in the
 5 preparation of that affidavit?
 6 A. No.
 7 Q. Do you know who prepared that
 8 affidavit?
 9 A. No.
 10 Q. Have you ever seen that affidavit?
 11 A. Yes.
 12 Q. I'm handing you what's previously
 13 been marked as Exhibit 6. And I'll represent
 14 that I don't see your name anywhere on the first
 15 page of this exhibit.
 16 Have you seen that e-mail that
 17 appears on the first page before? The first
 18 page of that transmittal e-mail with the
 19 message, have you ever seen that before?
 20 A. It looks familiar, yes.
 21 Q. And if you look at the next page
 22 and continuing, is that the Mayer Brown
 23 affidavit that you recall having seen before
 24 today?
 25 A. Yes.

1 Q. And would you turn, please, to page
2 93 of this exhibit. Do you recognize the
3 document that begins on page 93 and concludes on
4 page 104?

5 A. Yes, this was the termination
6 agreement authorizing the termination of the
7 synthetic lease transaction.

8 Q. And page 96, is that your
9 signature?

10 A. Yes.

11 Q. And who prepared this termination
12 agreement?

13 A. I believe it was prepared by Mayer
14 Brown.

15 Q. And this affidavit, the Robert
16 Gordon affidavit, is dated June 18, 2009. Did
17 you learn that the termination statement that's
18 at issue in this case had been filed prior to
19 June 18, 2009?

20 A. I believe so.

21 Q. Can you say how much prior? I'm
22 coming back to something that came up at the
23 beginning of the deposition, which is just
24 trying to identify when you learned for the
25 first time.

1 A. I don't recall.

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

5 MR. FISHER: Yes.

6 Q. So it was after the GM -- to the
7 best of your knowledge, it was after the GM
8 Chapter 11 case was commenced and on or before
9 June 18, 2009.

10 A. Correct.

11 Q. Sitting here today, do you know
12 whether there's anyone at JPMorgan who learned
13 that the termination statement had been filed
14 before the GM bankruptcy filing?

15 A. No.

16 Q. Just so that I understand your
17 answer, is it that you don't know whether
18 there's someone else who may have learned
19 before, or you know that there's no one who did?

20 A. I'm not aware of anyone who knew.

21 Q. Did you complain to anyone at
22 JPMorgan about the fact that the Lien Perfection
23 Group in Bangalore had not gotten you a UCC
24 summary for the Term Loan?

25 A. Not that I recall.

1 Q. Were you concerned that you had
2 made a request on May 6, 2009 and to your
3 recollection never received the UCC summary that
4 you had requested?

5 A. Could you repeat that, please?

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

10 MR. CALLAGY: Objection to the
11 form.

12 A. I don't recall being concerned, no.

13 Q. Sitting here today, you know that
14 the termination statement that's at issue in
15 this case was filed in October 2008, correct?

16 A. Sitting here today, yes.

17 Q. Do you have an understanding as to
18 how the fact of that filing back in October 2008
19 comes to the attention of the Lien Perfection
20 Group in Bangalore?

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

23 (The pending question was read.)

24 MR. CALLAGY: Who says it did? I'm
25 sorry, objection to the form of the question.

1 Q. Can you answer the question?

2 A. I'm not aware that they were
3 notified.

4 Q. Is it your understanding that --
5 and I'm not talking about the specific
6 termination statement at issue in this case, but
7 generally, is it your understanding that the job
8 of the Lien Perfection Group is to register UCC
9 filings that relate to JPMorgan collateral?

10 MR. CALLAGY: Objection to form.

11 A. If you mean to register them and
12 file them, no.

13 Q. I mean register them as in --

14 A. On our books and records.

15 Q. And put them into JPMorgan's books
16 and records.

17 A. Yes.

18 Q. The answer is yes?

19 A. Yes. I'm not aware that the bank
20 is notified of UCC-3 terminations. So to my
21 point before, I'm not sure whether they would
22 have received notification of a termination.

23 Q. And I guess I'm asking -- do you
24 have any understanding of how they go about
25 performing that function -- withdrawn.

1 Do you have any understanding of
 2 how they get the information that's necessary
 3 for them to input UCC financing statement
 4 information into JPMorgan's system?
 5 A. I believe they received a closing
 6 checklist from our external counsel listing the
 7 UCCs that were filed in conjunction with a new
 8 transaction.
 9 Q. And in connection with the payoff
 10 of the synthetic lease transaction, do you know
 11 whether the Lien Perfection Group in Bangalore
 12 received a copy of the closing checklist?
 13 A. I'm not aware of them receiving
 14 that.
 15 Q. But not speaking about the
 16 synthetic lease transaction, your understanding
 17 is that in general they would receive such a
 18 closing checklist from JPMorgan's counsel on the
 19 transaction?
 20 MR. CALLAGY: Objection to form.
 21 A. Related to new transactions, yes.
 22 I do not know -- I have no idea if they receive
 23 closing checklists related to closings --
 24 terminations of transactions.
 25 Q. Aside from Mr. Ramesh who we saw on

1 an e-mail, do you know any of the other
 2 individuals who are part of this Lien Perfection
 3 Group in Bangalore?
 4 A. No.
 5 Q. Do you know how many people work in
 6 the Lien Perfection Group in Bangalore?
 7 A. No.
 8 MR. FISHER: I'm going to ask the
 9 court reporter to mark as Plaintiff's Exhibit 53
 10 a document with the number JPMCB 75.
 11 (Exhibit 53 for identification,
 12 Bates stamped JPMCB 75.)
 13 Q. That e-mail address,
 14 TCP_Corporates, during this period of time did
 15 that e-mail address go to Mr. Bolanini?
 16 A. It's possible he received this.
 17 Q. Is this an e-mail that you sent on
 18 June 22nd, 2009?
 19 A. It appears to be, yes.
 20 Q. At this point in time why is it
 21 that you were asking for documentation received
 22 in connection with the payoff of the synthetic
 23 lease?
 24 A. I don't recall exactly, but I
 25 expect that I wanted to see if we received any

1 closing documentation related to the synthetic
 2 lease closing in October of '08.
 3 Q. Were you inquiring because at this
 4 point in time you knew that the termination
 5 statement had been filed in connection with the
 6 closing of the synthetic lease transaction?
 7 A. Yes, I knew that at this point.
 8 Q. And that's why you were asking for
 9 the information?
 10 A. I believe so.
 11 Q. Earlier when you talked about
 12 closing checklists going to the Lien Perfection
 13 Group in Bangalore, was it JPMorgan's practice
 14 to also have a copy of the closing checklist
 15 sent to the TCP Corporates e-mail address?
 16 MR. CALLAGY: Objection to the
 17 form.
 18 A. I don't know.
 19 Q. Do you recall whether you received
 20 the documentation that you were asking for in
 21 this request?
 22 A. I don't recall receiving anything.
 23 MR. FISHER: I'm going to ask the
 24 court reporter to mark as Plaintiff's Exhibit 54
 25 a document numbered JPMCB 69.

1 (Exhibit 54 for identification,
 2 Bates stamped JPMCB 69.)
 3 Q. Is the bottom e-mail an e-mail that
 4 you sent to Evelyn Dixon?
 5 A. It appears to be, yes.
 6 Q. Who is Ms. Dixon?
 7 A. Evelyn Dixon works in our loan
 8 documentation -- the group that keeps our loan
 9 documentation.
 10 Q. And did you receive from Ms. Dixon
 11 the information you were asking for?
 12 A. I don't recall.
 13 Q. And then going up an e-mail, it
 14 appears that you forwarded your e-mail to
 15 Ms. Dixon to Ms. Rarich and Ms. Tippitt. Who
 16 are they?
 17 A. I believe they were other
 18 individuals that worked in the same group.
 19 Q. And did you get a response from
 20 them?
 21 A. I don't recall.
 22 MR. FISHER: I'm going to ask the
 23 court reporter to mark as Plaintiff's Exhibit 55
 24 a document numbered JPMCB-1-287 through 289.
 25 (Exhibit 55 for identification,

1 Bates stamped JPMCB-1-287 through 289.)
 2 Q. Is that a letter that you sent on
 3 or about June 30, 2009?
 4 A. Yes.
 5 Q. Towards the bottom of the first
 6 page there's reference to amounts outstanding
 7 under the loan agreement and the other loan
 8 documents. And the number there is in excess of
 9 1.4 billion.
 10 Do you know whether the amount
 11 stated there was ultimately transferred from GM
 12 to JPMorgan?
 13 A. I don't recall, but I would assume
 14 so.
 15 Q. On the second page of that exhibit,
 16 next to the entry that has a C next to it
 17 there's a \$3.8 million number for estimated
 18 LIBOR breakage costs. What does that refer to?
 19 A. Generally in credit agreements, if
 20 a borrower puts on a loan for some period of
 21 time, whether it be three months, six months,
 22 since banks match fund, that loan, if it's
 23 broken early, there may be costs associated with
 24 having to reinvest those funds at a different
 25 interest rate. So credit agreements provide for

1 lenders to be reimbursed for any loss that they
 2 incur related to the breakage of those loans.
 3 Q. And the next entry on that list is
 4 an amount \$448,884 in fees and disbursements of
 5 Morgan Lewis. What do those fees and
 6 disbursements relate to?
 7 A. I don't have specifics but in
 8 conjunction with their work on the first
 9 amendment and thereafter up through this date.
 10 Q. And following the payoff of the
 11 Term Loan, was a UCC amendment filed terminating
 12 the financing statement that relates to the Term
 13 Loan?
 14 A. I don't know.
 15 MR. FISHER: I'm going to ask the
 16 court reporter to mark as Plaintiff's Exhibit 56
 17 a document numbered JPMCB MLB 2387 to 2388.
 18 (Exhibit 56 for identification,
 19 Bates stamped JPMCB MLB 2387 through 2388.)
 20 Q. Mr. Duker, I don't see you anywhere
 21 on this e-mail chain. Have you previously seen
 22 any of these e-mails before?
 23 A. I don't recall seeing this.
 24 Q. You do recall?
 25 A. I don't recall.

1 Q. And you don't know one way or
 2 another whether a termination statement was
 3 filed following the payoff of the Term Loan?
 4 A. I do not.
 5 Q. Were you involved in the
 6 documentation that concerned the payoff of the
 7 Term Loan?
 8 A. I was involved in the preparation
 9 of the payoff letter. That's the only thing I
 10 recall.
 11 Q. Earlier when we looked at the
 12 Gordon affidavit, we looked at an exhibit which
 13 was something called the termination agreement
 14 that related to the synthetic lease. Do you
 15 know whether there was any termination agreement
 16 that related to the payoff of the Term Loan?
 17 MR. CALLAGY: Objection to the
 18 form.
 19 A. I'm not aware of any.
 20 Q. In connection with the synthetic
 21 lease -- the payoff of the synthetic lease
 22 transaction, it's your understanding that Mayer
 23 Brown, borrower's counsel, caused the mistake in
 24 the termination statement to be filed?
 25 MR. CALLAGY: Objection to form.

1 A. I believe so.
 2 Q. And in your experience, is it
 3 typical for borrower's counsel to file
 4 termination statements?
 5 A. Situations vary. I've seen it
 6 before.
 7 Q. In your experience, how does the
 8 borrower's counsel learn -- withdrawn.
 9 Have you been involved in other
 10 transactions, aside from the payoff of this
 11 synthetic lease transaction, where borrower's
 12 counsel caused the filing of the termination
 13 statements?
 14 A. I'm not aware of specific examples,
 15 but it would not be unusual.
 16 Q. Do you generally think that you
 17 have been involved in such transactions and you
 18 just can't recall any specific transaction right
 19 now?
 20 A. Yes.
 21 Q. And do you know whether in those
 22 other transactions there was a document called a
 23 termination agreement?
 24 A. I don't know.
 25 Q. Can you think of any specific

1 transaction that you were involved with, aside
 2 from the payoff of the synthetic lease, in which
 3 borrower's counsel arranged for any UCC
 4 termination statements to be filed?
 5 A. No.
 6 Q. In an effort to make this exhibit
 7 somewhat more legible, we blew it up, but it
 8 still is somewhat hard to read.
 9 MR. FISHER: I'm going to ask the
 10 court reporter to mark as Plaintiff's Exhibit 57
 11 a document numbered JPMCB-1-27 through 31.
 12 (Exhibit 57 for identification,
 13 Bates stamped JPMCB-1-27 through 31.)
 14 Q. Is Plaintiff's Exhibit 57 a
 15 document that you recognize?
 16 A. No.
 17 Q. Do you have any understanding as to
 18 who prepared this document?
 19 A. I do not.
 20 Q. Do the names listed on this
 21 document appear to you to be parties who were
 22 lenders under the Term Loan as of the date that
 23 the Term Loan was paid off?
 24 A. I don't know the answer.
 25 Q. Who would know the answer to that?

1 A. The loan and agency group.
 2 Q. And in the loan and agency group,
 3 specifically would that be Mr. Swint?
 4 A. Yes.
 5 MR. FISHER: John, if it's okay
 6 with you, why don't we take a short break and I
 7 think I may be either done or very close to
 8 done.
 9 MR. CALLAGY: Okay.
 10 (Recess taken.)
 11 BY MR. FISHER:
 12 Q. I just have a few more questions.
 13 Mr. Duker, did you do anything to
 14 prepare for today's deposition?
 15 A. Yes.
 16 Q. Did you meet with anyone to prepare
 17 for today's deposition?
 18 A. Yes.
 19 Q. Who did you meet with?
 20 A. My colleagues here from Kelley
 21 Drye.
 22 Q. Anyone else?
 23 A. No.
 24 Q. And concerning the termination
 25 statement that's the subject of this lawsuit,

1 aside from counsel, have you had any discussions
 2 with anyone about that termination statement?
 3 MR. CALLAGY: Other than he's
 4 testified, you asked him questions about it
 5 throughout the course of the day.
 6 Q. Other than anything as to which you
 7 may have already testified, can you think of
 8 anyone else with whom you've had a discussion
 9 about the termination statement who was not
 10 serving as counsel to JPMorgan?
 11 A. I'm sure it's come up by this
 12 point. I'm just trying to remember any
 13 specifics. I do now recall that we had a
 14 meeting with some senior people in the bank,
 15 Steve Black.
 16 MR. CALLAGY: Counsel was at that
 17 meeting. You can identify who was there but not
 18 to say what was discussed.
 19 A. Counsel from Morgan Lewis was in
 20 attendance, internal counsel. I don't recall
 21 who was all there when this topic came up.
 22 Q. When was that meeting?
 23 A. I don't know.
 24 Q. Was it after -- it was sometime
 25 after you had already known that the termination

1 statement had been filed?
 2 A. Yes.
 3 Q. Since learning that the termination
 4 statement had been filed, have you had
 5 communications with Mr. Merjian?
 6 A. I have not.
 7 Q. I thank you for your time, I don't
 8 have any further questions.
 9 MR. CALLAGY: I have no questions.
 10 (TIME NOTED: 12:48 p.m.)

 RICHARD W. DUKER

Subscribed and sworn to before me
 this ____ day of _____, 2010.

1 CERTIFICATE
 2 STATE OF NEW YORK)
 3 : ss.
 4 COUNTY OF NEW YORK)
 5
 6 I, SUZANNE PASTOR, a Shorthand
 7 Reporter and Notary Public within and for the
 8 State of New York, do hereby certify:
 9 That RICHARD W. DUKER, the witness
 10 whose deposition is hereinbefore set forth, was
 11 duly sworn by me and that such deposition is a
 12 true record of the testimony given by the
 13 witness.
 14 I further certify that I am not
 15 related to any of the parties to this action by
 16 blood or marriage, and that I am in no way
 17 interested in the outcome of this matter.
 18 IN WITNESS WHEREOF, I have hereunto
 19 set my hand this ____ day of _____, 2010.
 20
 21
 22
 23 _____
 24 SUZANNE PASTOR
 25

1 -----INDEX-----
 2 WITNESS EXAMINATION BY PAGE
 3 Mr. Duker Mr. Fisher
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1 STATE OF NEW YORK.)
 2 ss:
 3 COUNTY OF NEW YORK)
 4 I wish to make the following changes, for the
 5 following reasons:
 6 PAGE LINE _____
 7 CHANGE FROM: _____
 8 CHANGE TO: _____
 9 REASON: _____
 10 _____ CHANGE FROM: _____
 11 CHANGE TO: _____
 12 REASON: _____
 13 _____ CHANGE FROM: _____
 14 CHANGE TO: _____
 15 REASON: _____
 16 _____ CHANGE FROM: _____
 17 CHANGE TO: _____
 18 REASON: _____
 19 _____ CHANGE FROM: _____
 20 CHANGE TO: _____
 21 REASON: _____
 22 _____
 23 Subscribed and sworn to before me
 24 this ____ day of _____, 2010.
 25 _____

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EXHIBIT 7

Sylve, Frances

From: Green, Ryan
Sent: Tuesday, October 07, 2008 3:21 PM
To: Perlowski, Michael J.
Cc: 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. <u>1</u>
<u>Perlowski</u>
Kelly A. Siska

EXHIBIT 8

EXHIBIT NO. 2
Perowski
Kelly A. Sista

Sylve, Frances

From: Green, Ryan
Sent: Tuesday, October 07, 2008 5:17 PM
To: Perowski, Michael J.
Subject: 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: Perowski, Michael J.
Sent: Tuesday, October 07, 2008 4:39 PM
To: Green, Ryan
Cc: 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 purposes.

-- Mike

From: Perowski, Michael J.
Sent: Wednesday, June 04, 2008 6:46 PM
To: Romick, Jamie L.
Cc: 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 9, 2004) --- (Wilmington Trust Company, as Owner Trustee, also named as Debtor)
- 3.) 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.) filing 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: Perowski, 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: Friday, May 30, 2008 4:55 PM
To: Perłowski, Michael J.
Cc: 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: 312-701-8942
Fax: 312-706-8426
Email: jromick@mayerbrown.com

From: Perłowski, Michael J.
Sent: Thursday, May 22, 2008 1:20 PM
To: Hardy, Cole C.; Romick, Jamie 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 filings 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 filings of record in Delaware against Auto Facilities Real Estate Trust No. 2001-1. The search reported no filings of record. The results of the search are attached hereto with copies of selected pages from the list of filings 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: Tuesday, May 13, 2008 1:43 PM
To: Perlowski, Michael J.
Subject: RE:

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: Hardy, Cole C.
Cc: Romick, Jamie L.
Subject: RE:

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??

From: Hardy, Cole C.
Sent: Tuesday, May 13, 2008 12:32 PM
To: Perlowski, Michael J.
Cc: 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
To: Hardy, Cole C.
Cc: 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: Romick, Jamie L.
Subject:

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

EXHIBIT 9

Gonshorek, Stewart C.

From: Perlowski, Michael J.
Sent: 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



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 ~~2002-092626~~, file date April 12, 2002); and
- 2.) financing statement as to equipment, fixtures and related collateral located at certain U.S. manufacturing facilities (file number ~~2006-116808~~, file date 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 ~~2002-092626~~, 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

EXHIBIT NO. <u>3</u>
<u>Perlowski</u>
Kelly A. Siska

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
6416808 4 on 11.30.06

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. **SEE INSTRUCTIONS** ADDL. INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

File with DE SOS [Matter No. 00652500] [General] [Doc. No. 1457978]

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 300 RENAISSANCE CENTER				
CITY DETROIT		STATE MI	POSTAL CODE 48265-3000	COUNTRY USA
14. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1a. TYPE OF ORGANIZATION Corporation	11. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

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

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS				
CITY		STATE	POSTAL CODE	COUNTRY
24. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2a. TYPE OF ORGANIZATION	21. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

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

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

4. This FINANCING STATEMENT covers the following collateral:

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

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

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

ANNEX I
TO
UCC-1 FINANCING STATEMENT

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

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

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

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

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

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

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

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

[[2660674]]

"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 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.

[[2666674]]

Schedule 1
to Annex 1 to UCC-1 Financing Statement

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

[[2660674]]

EXHIBIT 10

Sylve, Frances

From: Perlowski, Michael J.
Sent: 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
- 2.) 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 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 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

EXHIBIT NO. <u>4</u>
<u>Perlowski</u>
Kelly A. Siska

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:19 PM 07/16/2004
 INITIAL FILING NUM: 4200996 9
 AMENDMENT NUMBER: 0000000
 SRV: 040524247

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

*Please return to:
 ST Corporation - UCC Services
 Attn: Wesley Poltron
 200 S. LaSalle Street
 Chicago, IL 60604*

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a ORGANIZATION'S NAME
Wilmington Trust Company, as Owner Trustee*

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

1c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 Rodney Square North, 1100 N. Market Street Wilmington DE 19890 USA

1d TAX ID # SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 1e TYPE OF ORGANIZATION 1f JURISDICTION OF ORGANIZATION 1g ORGANIZATIONAL ID #, if any

Delaware banking corp Delaware NONE

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

2a ORGANIZATION'S NAME
GM Facilities Trust No. 1999-1

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

2c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 c/o Wilmington Trust Company, Rodney Square North, 1100 N. Market Street Wilmington DE 19890 USA

2d TAX ID # SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 2e TYPE OF ORGANIZATION 2f JURISDICTION OF ORGANIZATION 2g ORGANIZATIONAL ID #, if any

statutory trust Delaware NONE

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

3a ORGANIZATION'S NAME
Wells Fargo Bank Northwest, N.A., as Agent

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

3c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 c/o Corporate Trust Services, MAC, U1228-120, 299 S. Main Street, 12th Fl Salt Lake UT 84111 USA

4. This FINANCING STATEMENT covers the following collateral:
 See attached Rider A

5. ALTERNATIVE DISPOSITION (if applicable) | 6. UCC FILING SECTION | 7. COMMERCIAL CODE SECTION | 8. BALANCE | 9. COLLATERAL | 10. FILING DATE | 11. FILING NUMBER | 12. FILING TYPE | 13. FILING STATUS | 14. FILING OFFICE | 15. FILING DATE | 16. FILING NUMBER | 17. FILING TYPE | 18. FILING STATUS | 19. FILING OFFICE

6. OPTIONAL FILER REFERENCE DATA
 GM TPC Amendment #04271102 *9 pages attached* #1015011750-3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/25/98) 04271102-15

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR 8a ORGANIZATION'S NAME Whelan's Trust Company - as Owner Trustee*		
OR 8b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10 MISCELLANEOUS:

Additional Debtor is a trust

*not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of May 28, 1999

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

13. This FINANCING STATEMENT covers interest in the part or the whole of real estate, personal, or both as a future thing.

14. Description of real estate:

16. Additional collateral description:

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

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

18. Check 18a if applicable and check 18b one box.

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Non-Ancient-Harm Transaction — effective 30 years
 Filed in connection with a Public Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1A-9) (REV 07/28/95)

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 "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

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 Lessee of the interest of the Debtor in the Tennessee 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 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 (ii) above, (iv) the right (subject to the consent of the Required Lenders), on a non-exclusive basis, to declare the Tennessee Master Lease or 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 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 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.

(J) 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:

"Appurtenant Rights" means (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments 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 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

TN

Site 2

"EXHIBIT A"

Being the PVV SouthPoint 14, LLC property as recorded in Instrument Numbers JF-7620 & JF 7621, also being part of the Corporate Estate, Inc. property as recorded in Instrument Number GK-7964 and Mitchell Investments, LLC property as recorded in Instrument Number JF-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 centerline of said Pleasant Hill Road, N 00°07'51" W a distance of 351.31 feet to a set P.K. nail, 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 iron 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 east line of said Citation 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 S 89°23'38" E along said south line and the south line of the Industrial Board of the City of Memphis and the County of Shelby, Tennessee property (GG-9107) a distance of 1,839.26 feet to a set P.K. Nail, 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 Hill Road; thence along said centerline, S 00°07'51" E a distance of 980.62 feet to the point of beginning. Containing 1,610,554 square feet or 36.973 acres.

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

EASEMENT PARCEL 1 Sanitary Sewer, Building X

Grant of Easement, private Sanitary Sewer Easement No. 1 of 6, dated November 18, 1999, recorded November 18, 1999, at Instrument No. JW 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 Sanitary Sewer, Building XII

Grant of Easement, private Sanitary Sewer Easement 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, Tennessee.

JW
SUE 2

"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 Instrument No. JW 1250, in the Register's Office of Shelby County, Tennessee.

EASEMENT PARCEL 5 Sanitary Sewer, Building VI
Grant of Easement, 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, Tennessee.

EASEMENT 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 X)
Grant of Easement (Drainage - Building X to Building XIV), dated November 18, 1999, recorded November 18, 1999, at Instrument No. JW 1253, in the Register's Office of Shelby County, Tennessee.

EASEMENT PARCEL 8 Private Storm Drainage Easement 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. JW 1257, in the Register's Office of Shelby County, Tennessee.

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

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

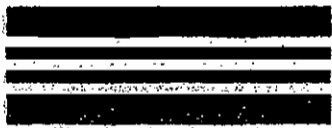
EASEMENT PARCEL 12 - Grant of Easement Surface Water
Grant of Easement (Surface Water), dated November 18, 1999, recorded November 18, 1999, at Instrument No. JW 1260, in the Register's Office of Shelby County, Tennessee.

JUL-02-2004 14:58

P. 05/28
1/16/04
TW
Site 2 (3)

"EXHIBIT A"

EASEMENT PARCEL 13 - Ingress/Egress
Easement for ingress and egress described in Declaration of Ingress-Egress Easement Agreement of record at Instrument No. HU 5127, as amended by First Amendment to Declaration of Ingress-Egress Easement Agreement recorded at Instrument No. JW 1254, both in the Register's Office of Shelby County, Tennessee.



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04:21 PM 07/16/2004
INITIAL FILING NUM: 4201007.4
AMENDMENT NUMBER: 0000000
SRV: 040524272

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGMENT TO: (Name and Address)

Please return to:
 CT Corporation - UCC Services
 Attn: Heather Polites
 200 S. LaSalle Street
 Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a ORGANIZATION'S NAME
 Wilmington Trust Company, as Owner Trustee *

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

1c MAILING ADDRESS
 Rodney Square North, 1100 N. Market Street
 CITY: Wilmington STATE: DE POSTAL CODE: 19890 COUNTRY: USA

1d TAX ID # SSN OR EIN
 ADDL INFO RE ORGANIZATION DEBTOR: Delaware banking corp.
 1e TYPE OF ORGANIZATION: Delaware JURISDICTION OF ORGANIZATION: Delaware 1f ORGANIZATIONAL ID #, if any: NONE

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

2a ORGANIZATION'S NAME
 GM Facilities Trust No. 1999-1

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

2c MAILING ADDRESS
 c/o Wilmington Trust Company, Rodney Square North, 1100 N. Market Street
 CITY: Wilmington STATE: DE POSTAL CODE: 19890 COUNTRY: USA

2d TAX ID # SSN OR EIN
 ADDL INFO RE ORGANIZATION DEBTOR: statutory trust
 2e TYPE OF ORGANIZATION: Delaware JURISDICTION OF ORGANIZATION: Delaware 2f ORGANIZATIONAL ID #, if any: NONE

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

3a ORGANIZATION'S NAME
 Wells Fargo Bank Northwest, N.A., as Agent

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

3c MAILING ADDRESS
 c/o Corporate Trust Services, MAC, UI228-120, 299 S. Main Street, 12th Fl.
 CITY: Salt Lake STATE: UT POSTAL CODE: 84111 COUNTRY: USA

4 THE FINANCING STATEMENT covers the following collateral:
 See attached Rider A

5 ALTERNATIVE DESIGNATION (if applicable) LESSOR DONOR/COMMISSIONER SALESPERSON BLENDED AS LIEN NON-UCC FILING

6 THE FINANCING STATEMENT IS TO BE FILED (a) IN WHOLE (b) IN PART (c) IN PART (d) IN PART (e) IN PART (f) IN PART (g) IN PART (h) IN PART (i) IN PART (j) IN PART (k) IN PART (l) IN PART (m) IN PART (n) IN PART (o) IN PART (p) IN PART (q) IN PART (r) IN PART (s) IN PART (t) IN PART (u) IN PART (v) IN PART (w) IN PART (x) IN PART (y) IN PART (z) IN PART (aa) IN PART (ab) IN PART (ac) IN PART (ad) IN PART (ae) IN PART (af) IN PART (ag) IN PART (ah) IN PART (ai) IN PART (aj) IN PART (ak) IN PART (al) IN PART (am) IN PART (an) IN PART (ao) IN PART (ap) IN PART (aq) IN PART (ar) IN PART (as) IN PART (at) IN PART (au) IN PART (av) IN PART (aw) IN PART (ax) IN PART (ay) IN PART (az) IN PART (ba) IN PART (bb) IN PART (bc) IN PART (bd) IN PART (be) IN PART (bf) IN PART (bg) IN PART (bh) IN PART (bi) IN PART (bj) IN PART (bk) IN PART (bl) IN PART (bm) IN PART (bn) IN PART (bo) IN PART (bp) IN PART (bq) IN PART (br) IN PART (bs) IN PART (bt) IN PART (bu) IN PART (bv) IN PART (bw) IN PART (bx) IN 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8 OPTIONAL FILER REFERENCE DATA
 GM IPC Amendment #04271102 9 035 Amend HP 16150117504

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS front and back CAREFULLY

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

9a ORGANIZATION'S NAME: Whelan Trust Company, as Owner Trustee*		
OR		
9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME/SUFFIX

10 MISCELLANEOUS:

Additional Debtor is a trust.

*not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of May 28, 1999

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

13. This FINANCING STATEMENT covers Member in its old or co-extended collateral, or is filed as a future filing.

14. Description of real estate:

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

16. Additional collateral description:

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

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

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

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured Home Transaction — effective 28 years
 Filed in connection with a Public Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1A2) (REV. 07/28/95)

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, Appurtenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "Pennsylvania Property");

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Pennsylvania

(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 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 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 Lease, including without limitation Article XIII of the Pennsylvania Master Lease, including the right to collect and receive such proceeds in accordance with the terms of the Pennsylvania 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 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

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 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 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.

(J) All of the estate, right, title, interest, benefits, powers and privileges of the Debtor 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

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 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, hereditaments 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 Future 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 Girozentrale (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 Intermodal 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 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 form, 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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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:24 PM 07/16/2004
 INITIAL FILING NUM: 4201018 1
 AMENDMENT NUMBER: 0000000
 SRV: 040524301

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGMENT TO: (Name and Address)

Please return to:
 AT Corporation - FCC Services
 Attn: Heather Polans
 200 E. LaSalle Street
 Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a ORGANIZATION'S NAME
GM Facilities Trust No. 1999-1

OR 1b INDIVIDUAL'S LAST NAME

1c MAILING ADDRESS
 c/o Wilmington Trust Company, Rodney Square North, 1100 N. Market Street

1d TAX ID # - SSN OR EIN

1e TYPE OF ORGANIZATION
 Delaware Statutory Trust

1f JURISDICTION OF ORGANIZATION
 Delaware

1g ORGANIZATIONAL ID # if any

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

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME

2c MAILING ADDRESS

2d TAX ID # - SSN OR EIN

2e TYPE OF ORGANIZATION

2f JURISDICTION OF ORGANIZATION

2g ORGANIZATIONAL ID # if any

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

3a ORGANIZATION'S NAME
Wells Fargo Bank Northwest, N.A., as Agent

OR 3b INDIVIDUAL'S LAST NAME

3c MAILING ADDRESS
 c/o Corporate Trust Services, MAC, UI228-120, 299 S. Main Street, 12th Fl.

3d TAX ID # - SSN OR EIN

3e TYPE OF ORGANIZATION

3f JURISDICTION OF ORGANIZATION

3g ORGANIZATIONAL ID # if any

4 THE FINANCING STATEMENT covers the following collateral:
 See Rider A attached hereto

5 ALTERNATIVE DESIGNATION OF COLLATERAL: GENERAL COMMERCE/CONSUMER FARM/REALTOR BULK/BUYER AS LIEN NON-UCC/FILING

6 THE FILING OFFICE WILL MAINTAIN AN INDEX FOR SEARCHING BY: FILING NUMBER COLLATERAL DESCRIPTION FILING OFFICE

7 OPTIONAL FILER REFERENCE DATA
 GM-TPC Amendment #04271102 9 was added 615011350-0

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/2003) 04271102-14

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (bold and italic) CAREFULLY

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

OR

1a ORGANIZATION'S NAME
GM Facilities Trust No. 1999-1

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

10 MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a ORGANIZATION'S NAME

OR

11b INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

11c MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

11d TAX ID# **11e OR ORG** **ADDITIONAL INFO RE ORGANIZATION DEBTOR** **11f TYPE OF ORGANIZATION** **11g JURISDICTION OF ORGANIZATION** **11h ORGANIZATIONAL ID # if any** **NONE**

12 ADDITIONAL SECURED PARTY'S (12a ORGANIZATION'S NAME) OR (12b INDIVIDUAL'S LAST NAME) FIRST NAME MIDDLE NAME SUFFIX

12c MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

13 This FINANCING STATEMENT covers: **written to be and is** **as-submitted collateral, or is filed as a** **future filing**

14 Description of real estate:

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

16 Additional collateral description:

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

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

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 "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 Lease (all of the foregoing, collectively, the "Improvements"); all of the Debtor's right, title and interest in, to and under the 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 Ohio Land, Improvements, Appurtenant 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 Lease, including, without limitation, Article XIII of the Ohio Master Lease, including the right to collect and receive such proceeds in accordance with the terms of the Ohio 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 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,

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-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 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.

(J) 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, hereditaments 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, abutting, adjacent or contiguous to such Ohio Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to such 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.

"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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Ohio

RECORD IN DEED BOOK 3448, PAGES 574, 575, 584 AND 589 (ALL DEED REFERENCES REFER TO RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO) ARE DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT AN IRON PIN SET AT THE SOUTHWESTERLY CORNER OF TRACT 64.888 ACRE TRACT AS CONVEYED TO FINE DISPLAY LIMITED PARTNERSHIP, OF RECORD IN INSTRUMENT NUMBER 189861814281, IN THE NORTHERLY LINE OF THAT TRACT OF LAND AS CONVEYED TO EVANS ACQUISITIVE CORPORATION (F.L.A. EVANS INVESTMENT COMPANY) OF RECORD IN DEED BOOK 3447, PAGE 484, SAID NORTHERLY LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE OHIO CANAL, SAID BEGINNING POINT BEING MARKED BY DEED 28' 43" WEST, A DISTANCE OF 374.29 FEET FROM A CONCRETE RIGHT-OF-WAY MARKER FOUND AT THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE WITH THE WESTERLY RIGHT-OF-WAY LINE OF LONDON-GROVEPORT ROAD (S.R. 317);

THENCE WITH SAID NORTHERLY LINE THE FOLLOWING COURSE:

NORTH 84 DEG 12' 43" WEST, A DISTANCE OF 89.16 FEET TO AN IRON PIN FOUND;

NORTH 88 DEG 48' 40" WEST, A DISTANCE OF 486.25 FEET TO AN IRON PIN SET IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID CONCRETE CENTER DRIVE AS CONVEYED TO THE VILLAGE OF GROVEPORT OF RECORD IN DEED BOOK _____ PAGE _____

THENCE NORTH 1 DEG 29' 54" EAST, WITH SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.34 FEET TO AN IRON PIN SET AND BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE NORTH 1 DEG 29' 54" WEST, CONTINUING WITH SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 787.00 FEET TO AN IRON PIN SET AT A POINT OF CONVEYANCE;

THENCE WITH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 30 DEG 09' 00", A RADIUS OF 38.00 FEET, WHOSE CHORD BEARS NORTH 66 DEG 29' 22" EAST, A CHORD DISTANCE OF 43.43 FEET TO AN IRON PIN SET IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID GREEN POINTS DRIVE SOUTH - PART 2 AS CONVEYED TO THE VILLAGE OF GROVEPORT OF RECORD IN DEED BOOK _____ PAGE _____

THENCE NORTH 84 DEG 09' 41" EAST, WITH SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 644.48 FEET TO AN IRON PIN SET IN THE NORTHERLY LINE OF SAID 64.888 ACRE TRACT;

THENCE NORTH 81 DEG 59' 29" EAST, WITH SAID NORTHERLY LINE, A DISTANCE OF 817.88 FEET TO AN IRON PIN SET;

THENCE SOUTH 88 DEG 09' 44" WEST, WITH A NEW DIVIDE LINE ACROSS SAID EVANS ACQUISITIVE CORPORATION TRACT, A DISTANCE OF 514.27 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 11.143 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 23 DEG 29' 17" WEST, FOR THE CENTERLINE OF GALLUPDALE ROAD, AS SHOWN OF RECORD IN DEED BOOK 3448, PAGE 584.

PARCEL 12:

SITING IN THE STATE OF OHIO, COUNTY OF FRANKLIN, VILLAGE OF GROVEPORT, SECTIONS 28 AND 29, TOWNSHIP 13, RANGE 21, COMMONS LANDS AND BEING 112' 00" OF TRACT OF LAND AS CONVEYED TO EVANS ACQUISITIVE CORPORATION (F.L.A. EVANS INVESTMENT COMPANY) OF RECORD IN DEED BOOK 3448, PAGES 574, 575, 584 AND 589 (ALL DEED REFERENCES REFER TO RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO) ARE DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT AN IRON PIN SET AT THE SOUTHWESTERLY CORNER OF TRACT 64.888 ACRE TRACT AS CONVEYED TO FINE DISPLAY LIMITED PARTNERSHIP, OF RECORD IN INSTRUMENT NUMBER 189861814281, IN THE NORTHERLY LINE OF THAT TRACT OF LAND AS CONVEYED TO EVANS ACQUISITIVE CORPORATION (F.L.A. EVANS INVESTMENT COMPANY) OF RECORD IN DEED BOOK 3447, PAGE 484, SAID NORTHERLY LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE OHIO CANAL, SAID BEGINNING POINT BEING MARKED BY DEED 28' 43" WEST, A DISTANCE OF 374.29 FEET FROM A CONCRETE RIGHT-OF-WAY MARKER FOUND AT THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE WITH THE WESTERLY RIGHT-OF-WAY LINE OF LONDON-GROVEPORT ROAD (S.R. 317);

THENCE NORTH 1 DEG 29' 22" EAST, ALONG THE WESTERLY LINE OF SAID 64.888 ACRE TRACT, A DISTANCE OF 111.34 FEET TO AN IRON PIN SET AND BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE NORTH 1 DEG 29' 22" WEST, CONTINUING WITH SAID WESTERLY LINE, A DISTANCE OF 817.88 FEET TO AN IRON PIN SET IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID GREEN POINTS DRIVE SOUTH - PART 2, AS CONVEYED TO THE VILLAGE OF GROVEPORT OF RECORD IN DEED BOOK _____ PAGE _____

THENCE NORTH 88 DEG 09' 44" EAST, WITH SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 270.24 FEET TO AN IRON PIN SET AT A POINT OF CONVEYANCE;

THENCE CONTINUING WITH SAID NORTHERLY RIGHT-OF-WAY LINE, WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30 DEG 09' 00", A RADIUS OF 38.00 FEET, WHOSE CHORD BEARS NORTH 66 DEG 29' 22" EAST, A CHORD DISTANCE OF 44.33 FEET TO AN IRON PIN SET;

TRUCK WITH A NEW DIVISION LINE ACROSS SAID 61.566 ACRE TRACT, THE FOLLOWING COURSE:

SOUTH 26 DEG 27' 45" EAST, A DISTANCE OF 243.02 FEET TO AN IRON PIN SET;

SOUTH 1 DEG 59' 54" EAST, A DISTANCE OF 234.64 FEET TO AN IRON PIN SET;

SOUTH 43 DEG 08' 54" WEST, A DISTANCE OF 163.43 FEET TO AN IRON PIN SET;

SOUTH 28 DEG 00' 54" WEST, A DISTANCE OF 763.17 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 14.392 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 22 DEG 23' 37" WEST FOR THE CENTERLINE OF SAULTONA ROAD, AS SHOWN ON RECORD IN DEED BOOK 2442, PAGE 284.

TRACT II:

EASEMENT INTEREST AS SET FORTH IN INSTRUMENT OF RECORD IN DISTRICT OF FRANKLIN AND FRANKLIN COUNTY, OHIO, IN INSTRUMENT NUMBER 199212034128, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

TRACT III:

EASEMENT INTEREST AS SET FORTH IN ACCESS EASEMENT OF RECORD IN INSTRUMENT NUMBER 19920270342814, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

CHALLENGED

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 02:51 PM 12/26/2007
 INITIAL FILING # 4201018 1
 AMENDMENT # 2007 4864822
 SRV: 071361304

[REDACTED]
 [REDACTED]
 [REDACTED]

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)

John Cunningham
 CT
 208 South LaSalle Street
 Suite 814
 Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. UCC FINANCING STATEMENT FILE #
 Document No. 4201018 1 filed 07/16/2004

1b. THIS FINANCING STATEMENT AMENDMENT IS to be filed (for record) (or omitted) in the REAL ESTATE RECORDS

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (if/it applies):** Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 7.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only ONE of these two boxes. Also check ONE of the following check boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the desired information changed by changing the name/address of a party. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ACCOMMODATION:** Complete item 7a or 7b and also item 7c. (If/it applies.)

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME
 GM Facilities Trust No. 1999-1

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only ONE box. Describe collateral deleted or added, or give entire revised collateral description, or describe collateral assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which was collateral or debt, the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment)

9a. ORGANIZATION'S NAME
 Wells Fargo Bank Northwest, N.A., as Agent

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 07129724-04 File with Delaware S.O.S. *dc 711218230 (4) 116*

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (Read and keep CAREFULLY)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:26 PM 07/16/2004
 INITIAL FILING NUM: 4201026 4
 AMENDMENT NUMBER: 0000000
 SRV: 040524317

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Please return to:
 GT Corporate - UCC Services
 Attn: Heather Pettus
 298 S. LaSalle Street
 Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (omit only 2nd debtor name (1a or 1b) - do not abbreviate or describe names)

1a ORGANIZATION'S NAME
GM Facilities Trust No. 1999-1

OR 1b INDIVIDUAL'S LAST NAME

1c MAILING ADDRESS
 c/o Wilmington Trust Company, Rodney Square North, 1100 N. Market Street

1d TAX ID #: SSN OR EIN

1e ADDL. INFO RE: ORGANIZATION DEBTOR

1f TYPE OF ORGANIZATION
 Delaware Statutory Trust

1g JURISDICTION OF ORGANIZATION
 Delaware

1h ORGANIZATIONAL ID #: If any

1i STATE

1j PORTAL CODE
 DE 19890

1k COUNTRY
 USA

1l NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (omit only 2nd debtor name (2a or 2b) - do not abbreviate or describe names)

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME

2c MAILING ADDRESS

2d TAX ID #: SSN OR EIN

2e ADDL. INFO RE: ORGANIZATION DEBTOR

2f TYPE OF ORGANIZATION

2g JURISDICTION OF ORGANIZATION

2h ORGANIZATIONAL ID #: If any

2i NONE

3. SECURED PARTY'S NAME (ie NAME of TOTAL ASSEMBLY of ASSIGNOR SPY - (omit only 2nd secured party name (3a or 3b))

3a ORGANIZATION'S NAME
Wells Fargo Bank Northwest, N.A., as Agent

OR 3b INDIVIDUAL'S LAST NAME

3c MAILING ADDRESS
 c/o Corporate Trust Services, MAC: U1228-120, 299 S. Main Street, 12th Fl.

3d TAX ID #: SSN OR EIN

3e ADDL. INFO RE: ORGANIZATION DEBTOR

3f TYPE OF ORGANIZATION

3g JURISDICTION OF ORGANIZATION

3h ORGANIZATIONAL ID #: If any

3i STATE

3j PORTAL CODE
 UT 84111

3k COUNTRY
 USA

4. THE FINANCING STATEMENT covers the following collateral:

See Rider A attached hereto

5. ALTERNATIVE DESIGNATION IF APPLICABLE: 6. SERIAL NUMBER: 7. COMBINED NUMBER: 8. BANK NUMBER: 9. FILER'S NUMBER: 10. AS LIEN: 11. NON-UCC FILING:

12. FILING OFFICE: 13. FILING DATE: 14. FILING TIME: 15. FILING NUMBER: 16. FILING NUMBER: 17. FILING NUMBER: 18. FILING NUMBER:

19. FILING NUMBER: 20. FILING NUMBER: 21. FILING NUMBER: 22. FILING NUMBER:

OPTIONAL FILER REFERENCE DATA
 GM TPC Amendment #04271102 *7 pages attached* *LOLSON 750-R*
 FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/2003) 04271102-16

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS listed and listed CAREFULLY

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

1a ORGANIZATION'S NAME		
OR GM Facilities Trust No. 1999-1		
1b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME (SUFFIX)

10 MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

13 This FINANCING STATEMENT covers: **entire to be out of** **no-estimated**
collateral; or is filed as a **Return filing.**
14 Description of real estate:

16 Additional collateral description:

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

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

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

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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Second Ohio

(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");

(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 Second Ohio Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Second 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 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 Lease, including without limitation Article XIII of the Second Ohio Master Lease, including the right to collect and receive such proceeds in accordance with the terms of the Second Ohio 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 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 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 Second Ohio 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 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, (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 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 Lease.

(J) 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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Second Ohio

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 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 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, hereditaments and other rights and other benefits at any time belonging or pertaining to the Second Ohio 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 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 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 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, 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 —

SITUATE IN THE STATE OF OHIO, COUNTY OF BUTLER, TOWNSHIP OF UNION, BEING IN SECTION 4, TOWN 2, RANGE 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4 AT A P.K. NAIL (FOUND), N 00° 25' 00" E, 1665.12 FEET TO A POINT, THENCE LEAVING SAID SECTION LINE, S 51° 36' 46" E, 339.98 FEET TO A POINT IN THE EAST RIGHT-OF-WAY OF STATE ROUTE 747 AS RECORDED IN DEED BOOK 1806, PAGE 431, THENCE ALONG THE GRANTOR'S SOUTH LINE, S 58° 36' 16" E, 1240.13 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND, THENCE DEPARTING THE GRANTOR'S SOUTH LINE ALONG NEW LINES, S 88° 56' 51" E, 1110.41 FEET TO A POINT, THENCE N 00° 08' 12" E, 1206.00 FEET TO A POINT, THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 84.82 FEET AS DEFINED BY A RADIUS OF 54.00 FEET, CHORD BEARS N 45° 08' 12" E, 76.27 FEET TO A POINT, THENCE S 89° 51' 16" E, 746.00 FEET TO A POINT IN THE GRANTOR'S EAST LINE, THENCE WITH SAID LINE, S 00° 08' 12" W, 2278.81 FEET TO A POINT IN THE SOUTH LINE OF SECTION 4, THENCE WITH SAID SECTION LINE, N 84° 24' 29" W, 256.68 FEET TO A POINT, THENCE DEPARTING THE SOUTH LINE OF SECTION

4, N 58° 26' 46" W, 1935.60 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 47.571 ACRES.

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:02 PM 12/26/2007
 INITIAL FILING # 4201026 4
 AMENDMENT # 2007 4865241
 SRV: 071361417

[REDACTED]
 [REDACTED]
 [REDACTED]

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)

John Cunningham
 CT
 208 South LaSalle Street
 Suite 814
 Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 Document No. 4201026 4 filed 07/16/2004

1b. This FINANCING STATEMENT AMENDMENT is to be filed (not recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. ASSIGNMENT (all or part): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 6.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects: Debtor or Secured Party of record. Check only ONE of these two boxes. Also check ONE of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address. Please refer to the detailed instructions on page 2 to change the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADDRESS: Complete item 7a or 7b, and also item 7c, also complete item 7d-7f (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME
 GM Facilities Trust No. 1999-1

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

7d. SEE INSTRUCTIONS

ADDITIONAL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only ONE box.
 Describe collateral deleted or added, or give entire revised collateral description, or describe collateral assignment.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment)

9a. ORGANIZATION'S NAME
 Wells Fargo Bank Northwest, N.A., as Agent

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 07129724-1D File with Delaware S.O.S. JC 71382(10) RG

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:28 PM 07/16/2004
 INITIAL FILING NUM: 4201028 0
 AMENDMENT NUMBER: 000000
 SRV: 040524328

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGMENT TO: (Name and Address)

Please return to:
 ST Corporate - SSC Services
 Attn: Heather Palmer
 200 N. LaSalle Street
 Chicago, IL 60644

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a ORGANIZATION'S NAME GM Facilities Trust No. 1999-1					
OR 1b INDIVIDUAL'S LAST NAME					
1c MAILING ADDRESS c/o Wilmington Trust Company, Rodney Square North, 1100 N. Market Street		CITY Wilmington	STATE DE	POSTAL CODE 19890	COUNTRY USA
1d TAX ID #	2a ADD. INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION Delaware Statutory Trust	1f JURISDICTION OF ORGANIZATION Delaware	1g ORGANIZATIONAL ID # if any <input type="checkbox"/> NONE	

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

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

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

3a ORGANIZATION'S NAME Wells Fargo Bank Northwest, N.A., as Agent					
OR 3b INDIVIDUAL'S LAST NAME					
3c MAILING ADDRESS c/o Corporate Trust Services, MAC, U1225-120, 299 S. Main Street, 12th Fl.		CITY Salt Lake	STATE UT	POSTAL CODE 84111	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Rider A attached hereto

5. ALTERNATIVE DESIGNATION (if applicable)	6. ASSIGNOR	7. COMBINEE/COMBINOR	8. SALES/BAIRD	9. HELLER/BUYER	10. AS LIEN	11. NON-UCC FILING
GM TPC Amendment #04271102 <i>7</i> <i>WELLS ATTACHED</i> <i>615D1780-10</i>						

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98) 04271102-17

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

1a ORGANIZATION'S NAME		
OR GM Facilities Trust No. 1999-1		
1b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME (SUFFIX)

10 MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

14 Description of real estate:

16 Additional collateral description:

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

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

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

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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West Virginia

(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 Lease, including without limitation Article XIII of the West Virginia Master Lease, including the right to collect and receive such proceeds in accordance with the terms of the West Virginia 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 West Virginia Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the West Virginia 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 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 "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 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 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 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 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 West Virginia 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.

(J) 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

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 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 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 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, hereditaments and other rights and other

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 Lessee, 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

13187999 1 04271102

West Virginia

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")

131879991 04271102

West Virginia

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:30 PM 07/16/2004
 INITIAL FILING NUM: 4201031 4
 AMENDMENT NUMBER: 0000000
 SRV: 040524336

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Please return to:
 IT Corporation - TCC Services
 Attn: Nancy Palmer
 300 N. LaSalle Street
 Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

2a. ORGANIZATION'S NAME
 GM Facilities Trust No. 1999-1

OR
2b. INDIVIDUAL'S LAST NAME

3a. MAILING ADDRESS
 c/o Wilmington Trust Company, Rodney Square North, 1100 N Market Street
 Wilmington DE 19890 USA

3b. TAX ID # SSN OR EIN: **ADDITIONAL ORGANIZATION** **3c. TYPE OF ORGANIZATION** **3d. JURISDICTION OF ORGANIZATION** **3e. ORGANIZATIONAL ID # if any**
 DEBTOR Delaware Statutory Trust Delaware NONE

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

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

3a. MAILING ADDRESS

3b. TAX ID # SSN OR EIN: **ADDITIONAL ORGANIZATION** **3c. TYPE OF ORGANIZATION** **3d. JURISDICTION OF ORGANIZATION** **3e. ORGANIZATIONAL ID # if any**
 NONE

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

3a. ORGANIZATION'S NAME
 Wells Fargo Bank Northwest, N.A., as Agent

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
 c/o Corporate Trust Services, MAC, U1723-120, 299 S Main Street, 12th Fl
 Salt Lake UT 84111 USA

4. THIS FINANCING STATEMENT covers the following collateral:

See Rider A attached hereto

5. ALTERNATIVE DESIGNATION #	6. COLLATERAL	7. COMBINATION OF COLLATERAL	8. EARL DESIGNATION	9. BILL OF SALES	10. AG. LBN	11. NON-UCC FILING
12. UCC FINANCING STATEMENT (SEE INSTRUCTIONS FOR COMPLETION OF THIS SECTION)	13. COLLATERAL SEARCH REPORT	14. SEARCH REPORT	15. SEARCH REPORT	16. SEARCH REPORT	17. SEARCH REPORT	18. SEARCH REPORT

8. OPTIONAL FILER REFERENCE DATA
 GM TPC Amendment #04271102 9. M.A. 10/11/04 1150175012

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/99) 04271102-18

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (read and look CAREFULLY)

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

1a ORGANIZATION'S NAME
 OR
 1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

GM Facilities Trust No. 1999-1

10 MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a ORGANIZATION'S NAME

OR

11b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION 11e TYPE OF ORGANIZATION 11f JURISDICTION OF ORGANIZATION 11g ORGANIZATIONAL ID #: If any NONE

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

12a ORGANIZATION'S NAME

OR

12b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13 This FINANCING STATEMENT covers Interests to be put or re-pledged collateral or is filed as a future filing

14 Description of real estate:

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

16 Additional collateral description:

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

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

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1A) (REV. 07/28/96)

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 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 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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Texas

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 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 antennas), 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,

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-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 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.

(J) 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

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, 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 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 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, hereditaments 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 strips of land adjoining, abutting, 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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Texas

"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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Texas

EXHIBIT A

DESCRIPTION

Tract 1

Description of a 29.335 acre tract of land situated 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 4, Alliance Gateway North Addition, an addition to the City of Rossmore, 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 plat recorded in Cabinet S, Page 18, of the Deed Records, Denton County, Texas;

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

THENCE South 89 degrees 59 minutes 03 seconds West, departing the West line of said Freedom Drive, a distance of 40.00 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set for the Point of Beginning;

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

THENCE North 00 degrees 00 minutes 57 seconds West, a distance of 1600.00 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set for corner;

THENCE North 89 degrees 59 minutes 03 seconds East, a distance of 800.00 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set for corner in the said West line of Freedom Drive;

THENCE in a Southerly 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 "Pacheco Koch" cap set for corner, said point being the beginning of a tangent curve to the left whose center bears North 89 degrees 59 minutes 03 seconds East, a distance of 340.00 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 chord bearing and distance of South 05 degrees 30 minutes 36 seconds, East, 180.00 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set at the beginning of a reverse curve to the right the radius of which bears South 78 degrees 59 minutes 46 seconds, West, 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 81.67 feet with a chord bearing and distance of South 08 degrees 17 minutes 00 seconds East, 81.64 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set at the beginning of a non-tangent curve to the right the radius of which bears North 46 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 20.33 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 "Pacheco Koch" cap set at an angle point;

South 00 degrees 00 minutes 57 seconds East, a distance of 833.49 feet to the Point of Beginning.

Tract 2

Being a tract of land situated in the L. Dotson Survey, Abstract No. 383 and the J. Short Survey, Abstract No. 1216, Denton County, Texas and being a portion of those tracts of land as described by deed to AIL Investment, LP and recorded in Volume 4258, Page 137 and Volume 4208, 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 Records, Denton County, Texas, said tract of land being more particularly described by metes 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, Denton 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 also being the beginning of a curve to the left;

THENCE 121.78 feet along the arc of said curve to the left and along Northerly line of said Lot 1, Block 4 through a central angle of 14 degrees 23 minutes 59 seconds, a radius of 493.59 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 AIL Investment, 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 00 minutes 58 seconds West, 100.00 feet along the common property line between said AIL Investment, LP tract and said Lakeway Land, Ltd. tract;

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

THENCE North 00 degrees 00 minutes 57 seconds West, 50.00 feet;

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

THENCE North 83 degrees 17 minutes 28 seconds East, 91.54 feet to the beginning of a curve to the left;

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 453.74 feet and a long chord of North 75 degrees 36 minutes 42 seconds East, 125.87 feet;

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

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

THENCE North 89 degrees 59 minutes 03 seconds East, 793.00 feet;

THENCE North 00 degrees 00 minutes 53 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 arc of said curve to the right and continuing along said Westerly right-of-way line through a central angle of 90 degrees 00 minutes 00 seconds, a radius of 10.00 feet and a long chord of South 45 degrees 00 minutes 57 seconds East, 42.43 feet;

THENCE South 00 degrees 00 minutes 57 seconds, 61.79 feet continuing along said Westerly 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 Drive as Dedicated by plat recorded in Cabinet 7, Slide 16, Plat Records, Denton County, Texas.

CORPORATION SERVICE COMPANY

www.incspot.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

Entity Name : GENERAL MOTORS CORPORATION (Debtor)
Jurisdiction : DE-SECRETARY OF STATE
Request for : Copy Request Retrieval
Copy Type : UCC COPIES
Result : All copies retrieved.

Ordered by MICHAEL PERLOWSKI at MAYER BROWN LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.incspot.com.

If you have any questions concerning this order or IncSpot, please feel free to contact us.

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.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Denise Wilson 8162211000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

GILMORE & BELL, P.C.
 2405 GRAND BOULEVARD
 SUITE 1100
 KANSAS CITY MO 64108

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 12:33 PM 04/05/2002
 INITIAL FILING NUM: 2085254 5
 AMENDMENT NUMBER: 0000000
 SRV: 020219821

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

1a. ORGANIZATION'S NAME
 GENERAL MOTORS CORPORATION

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 757 FIFTH AVENUE 14TH FLOOR NEW YORK NY 10153 US

1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION
 CORPORATION DE

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

2a. ORGANIZATION'S NAME

OR

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

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION

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

3a. ORGANIZATION'S NAME
 JPMORGAN CHASE BANK

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 450 WEST 33RD STREET 15TH FLOOR NEW YORK NY 10001 US

10. Miscellaneous:
 K-305778

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) (Additional Fee) (optional)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s): All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 K-305778

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

This FINANCING STATEMENT covers the following collateral

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

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) 8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
2727 ALLEY PARKWAY
SUITE 1000

HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:21 PM 03/21/2007
INITIAL FILING # 2085254 5
AMENDMENT # 2007 1062594
SRV: 070345810

1a. INITIAL FINANCING STATEMENT FILE # 11. This FINANCING STATEMENT AMENDMENT is
2085254 5 to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT** (tot or part): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor Secured Party of record. (Check only one of these two boxes.)
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7f (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
--------------------------	----------------------------------

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description; or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
JP Morgan Chase Bank

10. OPTIONAL FILER REFERENCE DATA
DE-0-24238379-089672 CAC/KANSAS1 CAC/Kansas City K

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] 8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
2727 ALLEN PARKWAY
SUITE 1000

HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:51 AM 03/23/2007
INITIAL FILING # 2085254 5
AMENDMENT # 2007 1086999
SRV: 070352413

1a. INITIAL FINANCING STATEMENT FILE # 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2085254 5

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
JP MORGAN CHASE BANK

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
THE BANK OF NEW YORK TRUST COMPANY, N.A.

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

601 TRAVIS STREET HOUSTON TX 77002 US

7d. TYPE OF ORGANIZATION 7e. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral: assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
JP MORGAN CHASE BANK

10. OPTIONAL FILER REFERENCE DATA
OE-0-24247706-089672 QIC/KINGSB1 QIC/Kansas City K

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 01:59 PM 04/12/2002
 INITIAL FILING NUM: 2092526 7
 AMENDMENT NUMBER: 0000000
 SRV: 020235671

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Intercounty Clearance Corp 440 Ninth Avenue New York, NY 10001 DE, *Central/SOS* Secretary of State

P11463

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION				
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 767 FIFTH AVENUE		CITY NEW YORK	STATE NY	POSTAL CODE 10153
1d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 0056825

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

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any

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

3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT				
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1 CHASE MANHATTAN PLAZA		CITY NEW YORK	STATE NY	POSTAL CODE 10081

4. The FINANCING STATEMENT covers the following collateral:
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

To be filed with the Secretary of State of Delaware.

 See Schedule I and Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOCOR	SELLER/BUYER	AG. UEN	M/UCC FILING
6. THIS FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS (if applicable) - check to REQUEST SEARCH REPORT(S) on Debtor(s) - All Debtors - Debtor 1 - Debtor 2						
8. OPTIONAL FILER REFERENCE DATA						
0000128694						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

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

10. MISCELLANEOUS.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. TAX ID # SSN OR EIN ADEBT. INFC. OF ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any

NONE

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

12a. ORGANIZATION'S NAME
AUTO FACILITIES REAL ESTATE TRUST 2001-1

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1100 WILMINGTON TRUST COMPANY - 1100 NORTH MARKET SQUARE WILMINGTON DE 19890-0001 USA

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

14. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference.

16. Additional collateral description:

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

**Auto Facilities Real Estate Trust
 2001-1
 c/o Wilmington Trust Company
 1100 North Market St.
 Wilmington, DE 19809-0001**

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

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

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured Home Transaction - effective 30 years

Filed in connection with a Public Finance Transaction - effective 30 years

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-NY02.2171867.1

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 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.

509420-0198-08617-NY02.2170667.1

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).

"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.

509420-0198-03617-NY02.2173867.1

Exhibit A

Land

509420-0198-08617-NY02.2173862.1

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 $89^{\circ}58'39''$ 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 $00^{\circ}11'13''$ 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 $00^{\circ}11'13''$ 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 $44^{\circ}57'32''$ 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 $27^{\circ}04'49''$ 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 $89^{\circ}58'39''$ West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South $00^{\circ}18'43''$ 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 $17^{\circ}50'46''$ 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 $73^{\circ}26'52''$ 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 $89^{\circ}58'39''$ 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 $00^{\circ}11'13''$ 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 $00^{\circ}11'13''$ 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 $44^{\circ}57'32''$ 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 $27^{\circ}04'49''$ East 755.96 feet; 2) South $44^{\circ}01'47''$ 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 $11^{\circ}51'28''$ 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 $60^{\circ}37'31''$ West 133.65 feet); thence North $6^{\circ}12'36''$ East 51.15 feet; thence North $44^{\circ}01'47''$ West 354.67 feet; thence North $89^{\circ}32'06''$ West 56.07 feet; thence South $44^{\circ}57'34''$ 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 $20^{\circ}09'52''$ 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 $72^{\circ}17'23''$ 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 $89^{\circ}58'39''$ 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 $00^{\circ}11'13''$ East 472.92 feet to a point on the proposed northerly right-of-way line of Ameripler Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line, North $00^{\circ}11'13''$ 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 $44^{\circ}57'32''$ 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 $27^{\circ}04'49''$ 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 $89^{\circ}58'39''$ West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South $00^{\circ}18'43''$ West 1265.59 feet to a point on the aforesaid unrecorded right-of-way line of Ameripler Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of $17^{\circ}50'46''$ 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 $73^{\circ}26'52''$ 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 $89^{\circ}58'39''$ 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 $00^{\circ}11'13''$ 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 $00^{\circ}11'13''$ 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 $44^{\circ}57'32''$ 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 $27^{\circ}04'49''$ East 755.96 feet; 2) South $44^{\circ}01'47''$ 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 $11^{\circ}51'28''$ 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 $60^{\circ}37'31''$ West 133.65 feet); thence North $6^{\circ}12'36''$ East 51.15 feet; thence North $44^{\circ}01'47''$ West 354.67 feet, thence north $89^{\circ}32'06''$ West 56.07 feet; thence South $44^{\circ}57'34''$ 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 $20^{\circ}09'52''$ 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 $72^{\circ}17'23''$ 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 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: Y
1355 Remington Blvd.
Bolingbrook, Illinois 60440

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

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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

melissa@nationalcorp.com

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:23 PM 11/30/2006
 INITIAL FILING NUM: 6416808 4
 AMENDMENT NUMBER: 0000000
 SRV: 061094538

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

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

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

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

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

2a. ORGANIZATION'S NAME

OR

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

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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

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

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

OR

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

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

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

5. ALTERNATIVE DESIGNATION (if applicable)	LESSOR/LESSOR	COBLESNEE/COBSONOR	BALEE/BALOR	SELLER/BUYER	AG. URM	NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS (Specify Address or IF recorded)	7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						F#176913
6701-619 - DE - Secretary of State						A#274606

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

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

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

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

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

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

{[2660674]}

"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

[266674]

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

[[2660674]]

EXHIBIT 11

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: GM - Mayer Brown Affidavit
Attach: 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.

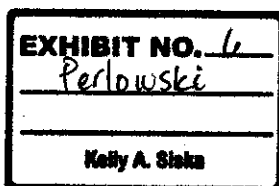
We received the Affidavit last night by e-mail and the exhibits were not affixed. We are attaching for your reference a set of the exhibits that we discussed with Mayer Brown as being the exhibits that will be attached to the original Affidavit, that we expect to receive either today or Monday via Federal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

-----X
In re

Chapter 11
Case No. 09-50026 (REG)

GENERAL MOTORS CORPORATION, et al.,

Debtors.
-----X

STATE OF ILLINOIS)
 : ss.
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.

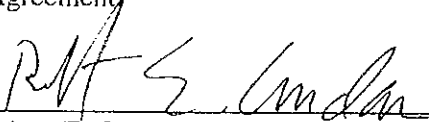
7. In accordance with the authority given to GM in the Termination Agreement, Mayer Brown, as counsel to GM, caused a UCC termination statement to be filed with respect to the GM Lease Financing Statement filed for the Transaction. A copy of this termination statement is attached as Exhibit C.

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.

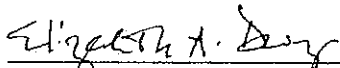
9. The Unrelated Financing Statement, attached as Exhibit E, lists GM as debtor and JPMorgan Chase Bank, N.A., as secured party, but the terms of the financing statement demonstrate that it relates to collateral pledged under a November 29, 2006 term loan agreement (the "Term Loan Agreement") and did 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

Sworn to before me this
18th day of June, 2009


Notary Public

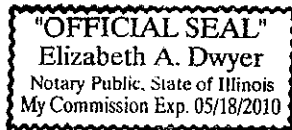


EXHIBIT A

██████████
██████████
██████████

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 01:59 PM 04/12/2002
INITIAL FILING NUM: 2092526 7
AMENDMENT NUMBER: 0000000
SRV: 020235671

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

DE, *Central/SOS* Secretary of State

P11463

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

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

1c. MAILING ADDRESS
767 FIFTH AVENUE NEW YORK NY 10153 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION Delaware 1g. ORGANIZATIONAL ID #, if any 0056825 NONE

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

2a. ORGANIZATION'S NAME

OR

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

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

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

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

OR

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

3c. MAILING ADDRESS
1 CHASE MANHATTAN PLAZA NEW YORK NY 10081

4. This FINANCING STATEMENT covers the following collateral:
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

To be filed with the Secretary of State of Delaware.
See Schedule I and Exhibit A attached hereto and made a part hereof.

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

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

8. OPTIONAL FILER REFERENCE DATA
0000128694

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

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

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any NONE

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

12a. ORGANIZATION'S NAME
AUTO FACILITIES REAL ESTATE TRUST 2001-1

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

c/o WILMINGTON TRUST COMPANY - 1100 NORTH MARKET SQUARE WILMINGTON DE 19890-0001 USA

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

14. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference.

16. Additional collateral description:

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

Auto Facilities Real Estate Trust
 2001-1
 c/o Wilmington Trust Company
 1100 North Market St.
 Wilmington, DE 19809-0001

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

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

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

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).

"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

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 $89^{\circ}58'39''$ 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 $00^{\circ}11'13''$ 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 $00^{\circ}11'13''$ 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 $44^{\circ}57'32''$ 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 $27^{\circ}04'49''$ 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 $89^{\circ}58'39''$ West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South $00^{\circ}18'43''$ 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 $17^{\circ}50'46''$ 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 $73^{\circ}26'52''$ 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 $89^{\circ}58'39''$ 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 $00^{\circ}11'13''$ 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 $00^{\circ}11'13''$ 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 $44^{\circ}57'32''$ 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 $27^{\circ}04'49''$ East 755.96 feet; 2) South $44^{\circ}01'47''$ 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 $11^{\circ}51'28''$ 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 $60^{\circ}37'31''$ West 133.65 feet); thence North $6^{\circ}12'36''$ East 51.15 feet; thence North $44^{\circ}01'47''$ West 354.67 feet; thence North $89^{\circ}32'06''$ West 56.07 feet; thence South $44^{\circ}57'34''$ 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 $20^{\circ}09'52''$ 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 $72^{\circ}17'23''$ 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 $89^{\circ}58'39''$ 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 $00^{\circ}11'13''$ 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 $00^{\circ}11'13''$ 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 $44^{\circ}57'32''$ 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 $27^{\circ}04'49''$ 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 $89^{\circ}58'39''$ West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South $00^{\circ}18'43''$ 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 $17^{\circ}50'46''$ 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 $73^{\circ}26'52''$ 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 $89^{\circ}58'39''$ 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 $00^{\circ}11'13''$ 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 $00^{\circ}11'13''$ 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 $44^{\circ}57'32''$ 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 $27^{\circ}04'49''$ East 755.96 feet; 2) South $44^{\circ}01'47''$ 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 $11^{\circ}51'28''$ 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 $60^{\circ}37'31''$ West 133.65 feet); thence North $6^{\circ}12'36''$ East 51.15 feet; thence North $44^{\circ}01'47''$ West 354.67 feet, thence north $89^{\circ}32'06''$ West 56.07 feet; thence South $44^{\circ}57'34''$ 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 $20^{\circ}09'52''$ 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 $72^{\circ}17'23''$ 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 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 AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 01:34 PM 03/05/2007
 INITIAL FILING # 2092526 7
 AMENDMENT # 2007 0812718
 SRV: 070278695

A. NAME & PHONE OF CONTACT AT FILER [optional]	8006335778
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
UCC DIRECT SERVICES 2727 ALLEN PARKWAY SUITE 1000 HOUSTON TX 77019	

1a. INITIAL FINANCING STATEMENT FILE # 2092526 7	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
-----------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor *or* Secured Party of record. Check only one of those two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
--------------------------	----------------------------------

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral 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

EXHIBIT B

TERMINATION AGREEMENT AND RELEASE
OF OPERATIVE AGREEMENTS

October 30, 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: M. McCarthy
Name: Michael B. McCarthy
Title: Vice President

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 in the Participation Agreement

By: M. McCarthy
Name: Michael B. McCarthy
Title: Vice President

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Name:
Title:

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:

EXECUTION RECOMMENDED
WORLDWIDE REAL ESTATE
BY: _____

GENERAL MOTORS CORPORATION, as Lessee
and Construction Agent

By: Debra H. Hoge
Name:
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: _____
Name:
Title:

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Name:
Title:

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: **RICHARD W. DUKER**
MANAGING DIRECTOR

WILMINGTON TRUST COMPANY, in its
individual capacity, only to the extent expressly set
forth in the Participation Agreement

By: _____
Name:
Title:

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Name:
Title:

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:

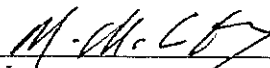
GENERAL MOTORS CORPORATION, as Lessee
and Construction Agent

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 in the Participation Agreement

By:  _____
Name: Michael B. McCarthy
Title: Vice President

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Name:
Title:

S-1

*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:

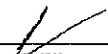
JPMORGAN CHASE BANK, as Administrative
Agent and a Backup Facility Bank

By: _____
Name:
Title:

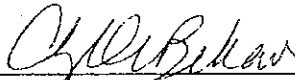
WILMINGTON TRUST COMPANY, in its
individual capacity, only to the extent expressly set
forth in the Participation Agreement

By: _____
Name:
Title:

RELATIONSHIP FUNDING COMPANY, LLC

By:  _____
Name: Thomas J. Irvin
Title: Manager

BTMU CAPITAL CORPORATION, as Secured
Investor

By: 
Name: Cheryl A. Behan
Title: Senior Vice President

JH EQUITY REALTY INVESTORS, INC., as
Equity Investor

By: _____
Name:
Title:

By: _____
Name:
Title:

CITIBANK, N.A., as a Backup Facility Bank

By: _____
Name:
Title:

BNP PARIBAS, as a Backup Facility Bank

By: _____
Name:
Title:

By: _____
Name:
Title:

HSBC BANK USA, as a Backup Facility Bank

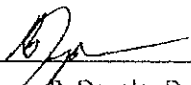
By: _____
Name:
Title:

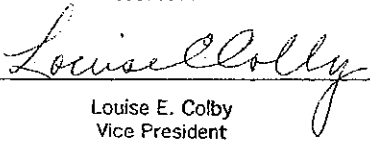
*Termination Agreement and
Release of Operative Agreements*

BTMU CAPITAL CORPORATION, as Secured
Investor

By: _____
Name:
Title:

JH EQUITY REALTY INVESTORS, INC., as
Equity Investor

By:  _____
Name: R. Douglas Donaldson
Title: Treasurer

By:  _____
Name: Louise E. Colby
Title: Vice President

CITIBANK, N.A., as a Backup Facility Bank

By: _____
Name:
Title:

BNP PARIBAS, as a Backup Facility Bank

By: _____
Name:
Title:

By: _____
Name:
Title:

HSBC BANK USA, as a Backup Facility Bank

By: _____
Name:
Title:

*Termination Agreement and
Release of Operative Agreements*

BTMU CAPITAL CORPORATION, as Secured Investor


By: _____
Name:
Title:

JH EQUITY REALTY INVESTORS, INC., as Equity Investor

By: _____
Name:
Title:

By: _____
Name:
Title:

CITIBANK, N.A., as a Backup Facility Bank

By: 
Name: Wayne Beckmann
Title: Managing Director

BNP PARIBAS, as a Backup Facility Bank

By: _____
Name:
Title:

By: _____
Name:
Title:

HSBC BANK USA, as a Backup Facility Bank

By: _____
Name:
Title:

BTMU CAPITAL CORPORATION, as Secured
Investor

By: _____
Name:
Title:

JH EQUITY REALTY INVESTORS, INC., as
Equity Investor

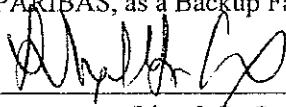
By: _____
Name:
Title:

By: _____
Name:
Title:

CITIBANK, N.A., as a Backup Facility Bank

By: _____
Name:
Title:

BNP PARIBAS, as a Backup Facility Bank

By:  _____
Name: **Lloyd G. Cox**
Title: **Managing Director**

By:  _____
Name: **Barry Mendelsohn**
Title: **Director**

HSBC BANK USA, as a Backup Facility Bank

By: _____
Name:
Title:

*Termination Agreement and
Release of Operative Agreements*

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

By: Paul L. Hatton
Name: Paul L. Hatton
Title: Managing Director

formerly 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

EXHIBIT C

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 07:18 PM 10/30/2008
INITIAL FILING # 2092526 7
AMENDMENT # 2008 3661426
SRV: 081081587

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Bryan Kluever
CT
208 South LaSalle Street
Suite 814
Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2092526 7 on 4.12.02
1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (for recorded) in the
REAL ESTATE RECORDS.

2. [x] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. [] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [] Debtor or [] Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

[] CHANGE name and/or address: Please refer to the detailed instructions in brackets to changing the name/address of a party.
[] DELETE name: Give record name to be deleted in item 6a or 6b.
[] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. REP INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR
7e. TYPE OF ORGANIZATION
7f. JURISDICTION OF ORGANIZATION
7g. ORGANIZATIONAL ID #, if any [] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral [] deleted or [] added, or give entire [] related collateral description, or describe collateral [] assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
File with DE SOS [Matter No. 00652500-14] [General] [Doc. No. 1457980] BK 7401846 50-1 189

FILING OFFICE COPY -- UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

EXHIBIT D



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 07:22 PM 10/30/2008
INITIAL FILING # 6416808 4
AMENDMENT # 2008 3661491
SRV: 081081602

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Bryan Kluever
CT
208 South LaSalle Street
Suite 814
Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
6416808 4 on 11.30.06
1b. THIS FINANCING STATEMENT AMENDMENT IS TO BE FILED (per section) (or recorded) IN THE REAL ESTATE RECORDS

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. [] ASSIGNMENT (all or part): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [] Debtor or [] Secured Party of record. Check only ONE of these two boxes.
Also check ONE of the following three boxes and provide appropriate information in items 6 and/or 7.

[] CHANGE name and/or address: Please refer to the detailed instructions in regard to changes to the DELETED PARTY'S INFO. [] DELETE name: Give record name to be deleted in item 6a or 6b. [] ADD name: Complete item 7a or 7b and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. USE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any [] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only ONE box. Describe collateral [] deleted or [] added, or give entire [] related collateral description, or describe collateral [] assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which sells collateral or sells the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [] and enter name of DEBTOR authorizing this Amendment)

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
File with DE SOS [Matter No. 00652500] [General-13] [Doc. No. 1457978] BX 74018460-5 1pg

EXHIBIT 2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:23 PM 11/30/2006
 INITIAL FILING NUM: 6416808 4
 AMENDMENT NUMBER: 0000000
 SRV: 061094538

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS

300 RENAISSANCE CENTER

CITY: **DETROIT** STATE: **MI** POSTAL CODE: **48265-3000** COUNTRY: **USA**

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

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

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

CITY

STATE POSTAL CODE COUNTRY

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

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR 827) - insert only one secured party name (3a or 3b)

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

OR

3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS

P.O. BOX 2558

CITY: **HOUSTON** STATE: **TX** POSTAL CODE: **77252** COUNTRY: **USA**

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

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

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

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

FLILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

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

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

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

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

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

{2660674}

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

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

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

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

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

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

"Lender": each Lender party to the Credit Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{7560674}

Schedule 1
to Annex 1 to UCC-1 Financing Statement

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

[(2660674)]

EXHIBIT 12

Berlin, Linda F.

From: Gordon, Robert E.
Sent: Wednesday, October 01, 2008 8:46 AM
To: Green, Ryan
Subject: 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
rgordon@mayerbrown.com
Fax: 312 701 7711

EXHIBIT NO. <u>7</u>
<u>Green</u>
Kelly A. Siska

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
Office: +1 212 418 6219
Home: +1 212 418 6419
Email: 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. Question: 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 pursuant to both Section 20.4 and the general notice provision of the Lease. Question: Please let us know if you would 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. Question: Please 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
F: 312 701 7711

71 S. Wacker Drive
Chicago, IL 60606
www.mayerbrown.com

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EXHIBIT 13

Berlin, Linda F.

From: 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.

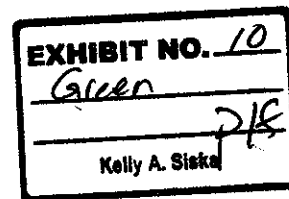
Please let me know if you have any questions or comments.

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



GM Checklist -
Release of Prop...



CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
 CLOSING DATE: October 31, 2008

16-Nov-09

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
----------	-----------	-------------------	--------	--------	----------

1	Letter of Direction	SI	MB	5225216.2	MB preparing
2	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. 200301100004378	Agent	MB	1457570.1	MB preparing
	B Release of Assignment of Leases (record) Lease §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379	Agent	MB	1457572.1	MB preparing
	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
	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
	F Termination of UCCs Lease §19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800	Agent	MB		MB preparing

17-Nov-09

PARTIES AND COUNSEL

Lessee/Purchaser

General Motors Corporation ("GM")

Tim Conder
(313) 665-6606
Timothy.Conder@gm.com

Gordon Ing

Gordon.M.Ing@gm.com

Arun Sundaram
(212) 418-6219
Arun.Sundaram@gm.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

Lessor/Seller

Auto Facilities Real Estate Trust 2001-1

Trustee

Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

Counsel to Trustee

Richards, Layton & Finger
Glenn Kenton

Administrative Agent

JPMorgan Chase Bank ("Agent")

Richard Duker (Credit Contact)
(212) 270-3057 (phone)
(212) 270-5127 (fax)

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

CLOSING LIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

Doris Mesa (Administrative Contact)
(212) 552-7265 (phone)
(212) 552-5650 (fax)

Counsel to Administrative Agent

Simpson Thatcher & Bartlett
Mardi Merjian

Title Company

LandAmerica Commonwealth ("TC")
William Wineman
248-816-3820 (Phone)
248-649-1626 (Fax)
1050 Wilshire Drive, Suite 310
Troy, MI 48081
wwineman@landam.com

Conduit

Relationship Funding Company, LLC ("RFC")

Secured Investor

BTM Capital Corporation ("SI")

Equity Investor

JH Equity Realty Investors ("EI")

Backup Facility Banks

JPMorgan Chase Bank
Citibank, N.A.
BNP Paribas
HSBC Bank USA
Credit Suisse First Boston

Properties

SPO Headquarters Building, 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 CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
 CLOSING DATE: October 31, 2008

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
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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	TC	TC	Received	N/A
I	Title Policy	TC	TC	At closing	N/A
J	Payoff Letter	Agent	Agent	Open	
3	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	MB preparing	5225468.1

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
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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	TC	TC	N/A	Awaiting	
I Title Policy	TC	TC	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	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	5225467.1	MB preparing	

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
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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	TC	TC	N/A	Awaiting
---	---------------------------------------	----	----	-----	----------

I	Title Policy	TC	TC	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 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 Banks	MB	9191785.2	MB preparing
---	-------------------------------------	------------------------------------------------------	----	-----------	--------------

Participation Agreement §14.10

C	IRS Form W-9	US Participants	US Participants	N/A	
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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
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 Authority and Organizational Documents required by TC	Trust	MB	5225546.1	MB preparing	
G Representation and Warranty regarding the absence of liens Lease §19.1(a)(iv)	Trust, Agent, RFC, SI, EI, Backup Facility Banks	MB	9197777.2	MB preparing	

EXHIBIT 14

arun.sundaram@gm.com To: RICHARD.DUKER@jpmorgan.com
cc: timothy.conder@gm.com, jeffrey.holy@gm.com, "Green, Ryan"
<Ryan.Green@mayerbrown.com>
10/15/2008 11:47 AM 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>

09/09/2008 05:39 PM

cc
Subject Auto Facilities Real Estate Trust

Arun,

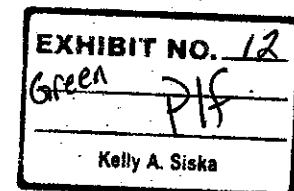
With the facility expiring in October, I wanted to confirm your plans/timing for the repurchase of the remaining properties.

Thanks


Rick

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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

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

17-Dec-09

PARTIES AND COUNSEL

Lessee/Purchaser

General Motors Corporation ("GM")

Tim Conder
(313) 665-6606
Timothy.Conder@gm.com

Gordon Ing

Gordon.M.Ing@gm.com

Arun Sundaram
(212) 418-6219
Arun.Sundaram@gm.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

Lessor/Seller

Auto Facilities Real Estate Trust 2001-1

Trustee

Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

Counsel to Trustee

Richards, Layton & Finger
Glenn Kenton

Administrative Agent

JPMorgan Chase Bank ("Agent")

Richard Duker (Credit Contact)
(212) 270-3057 (phone)
(212) 270-5127 (fax)

CLOSING CHECKLIST
General Motors: Release of Properties with JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

Doris Mesa (Administrative Contact)
(212) 552-7265 (phone)
(212) 552-5650 (fax)

Counsel to Administrative Agent

Simpson, Thatcher & Bartlett
Mardi Merjian

Title Company

LandAmerica Commonwealth ("TC")
William Wineman
248-816-3820 (Phone)
248-649-1626 (Fax)
1050 Wilshire Drive, Suite 310
Troy, MI 48081
wwineman@landam.com

Conduit

Relationship Funding Company, LLC ("RFC")

Secured Investor

BTM Capital Corporation ("SI")

Equity Investor

JH Equity Realty Investors ("EI")

Backup Facility Banks

JPMorgan Chase Bank
Citibank, N.A.
BNP Paribas
HSBC Bank USA
Credit Suisse First Boston

Properties

SPO Headquarters Building, 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 CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

17-Dec-09

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
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1	SI	MB	5225216.2	MB preparing	Letter of Direction
2	Agent	MB	1457570.1	MB preparing	SPO Headquarters, Grand Blanc, MI
A	Agent	MB	1457572.1	MB preparing	Release of Mortgage (record) Lease §19.1(a)(i)(C), 19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004378
B	Agent	MB	1457574.1	MB preparing	Release of Assignment of Leases (record) Lease §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379
C	Trust	MB	1457574.1	MB preparing	Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C) Recorded 1/10/03, Instrument No. 200301100004374
D	Trust	MB		MB preparing	Quitclaim Deed (record) Lease §19.1(a)(i)(A)
E	Trust	MB	5225459.2	MB preparing	Bill of Sale and Assignment Lease §19.1(a)(i)(B)
F	Agent	MB		MB preparing	Termination of UCCs Lease §19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800

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
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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	TC	TC	Received	N/A
I	Title Policy	TC	TC	At closing	N/A
J	Payoff Letter	Agent	Agent	Open	
3	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	MB preparing	5225468.1

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
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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	TC	TC	N/A	Awaiting
I	Title Policy	TC	TC	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)(f)(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)(f)(C)	Trust	MB	MB preparing	
D	Quitclaim Deed (record) Lease §19.1(a)(f)(A)	Trust	MB	MB preparing	
E	Bill of Sale and Assignment Lease §19.1(a)(f)(B)	Trust	MB	5225467.1	MB preparing

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
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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	TC	TC	N/A	Awaiting
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I	Title Policy	TC	TC	N/A	At closing
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J	Payoff Letter	Agent	Agent	Open	
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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 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 1/30/06)	Agent	MB	MB preparing	
---	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------	----	--------------	--

B	Termination of Operative Agreements	GM, Trust, Agent, RFC, SI, EI, Backup Facility Banks	MB	9191785.2	MB preparing
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Participation Agreement §14.10

C	IRS Form W-9	US Participants	US Participants	N/A	
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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
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D	IRS Form W-8BEN	Non-US Participants	N/A		
E	FIRPTA Affidavit Lease §19.1(a)(ii)	Trust	5225470.1	MB preparing	
F	Authority and Organizational Documents required by TC	Trust	5225546.1	MB preparing	
G	Representation and Warranty regarding the absence of liens Lease §19.1(a)(iv)	Trust, Agent, RFC, SI, EI, Backup Facility Banks	9197777.2	MB preparing	

EXHIBIT 15

From: Green, Ryan [Ryan.Green@mayerbrown.com]
Sent: Wednesday, October 15, 2008 12:48 PM
To: Merjian, Mardi R; Kenton@rif.com
Subject: GM/JPMorgan Chase Synthetic Lease Property Releases (Auto Facilities Real Estate Trust 2001-1)
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 today.

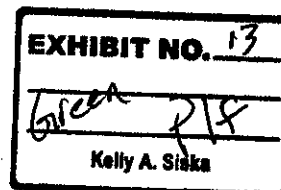
Best,
Ryan

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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CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

COMMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
Letter of Direction	SI	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. 200301100004378	Agent	MB	1457570.1	MB preparing	
B Release of Assignment of Leases (record) Lease §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379	Agent	MB	1457572.1	MB preparing	
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	
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	
F Termination of UCCs Lease §19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800	Agent	MB		MB preparing	

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

CUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
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*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	TC	TC	Received	N/A
I	Title Policy	TC	TC	At closing	N/A
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)(f)(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)(f)(C)	Trust	MB	MB preparing	
D	Quitclaim Deed (record) Lease §19.1(a)(f)(A)	Trust	MB	MB preparing	
E	Bill of Sale and Assignment Lease §19.1(a)(f)(B)	Trust	MB	MB preparing	5225468.1

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
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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	TC	TC	N/A	Awaiting	
I Title Policy	TC	TC	N/A	At closing	
J Payoff Letter	Agent	Agent		Open	
GM Powertrain L6 Engine Plant, Flint, MI					
A Release of Mortgage (record) Lease §19.1(a)(f)(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)(f)(C)	Trust	MB		MB preparing	
D Quitclaim Deed (record) Lease §19.1(a)(f)(A)	Trust	MB		MB preparing	
E Bill of Sale and Assignment Lease §19.1(a)(f)(B)	Trust	MB	5225467.1	MB preparing	

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (4).XLS

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
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F	Termination of UCCs Lease §19.1(a)(vi)	Agent	MB	MB preparing	
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G	Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB	MB preparing	
---	-------------------------------------------------------------	-------	----	--------------	--

H	Title Commitment/Underlying Documents	TC	TC	N/A	Awaiting
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I	Title Policy	TC	TC	N/A	At closing
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J	Payoff Letter	Agent	Agent		Open
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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 Participation Agreement §14.10	GM, Trust, Agent, RFC, SI, EI, Backup Facility Banks	MB	9191785.2	MB preparing
---	---------------------------------------------------------------------------	------------------------------------------------------	----	-----------	--------------

C	IRS Form W-9	US Participants	US Participants		N/A
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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
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D	IRS Form W-8BEN	Non-US Participants	N/A		
E	FIRPTA Affidavit Lease §19.1(a)(ii)	Trust	5225470.1	MB preparing	
F	Certificate of Trust	Trust	5225546.1	MB preparing	
G	Certificate regarding the absence of liens Lease §19.1(a)(iv)	Trust, Agent, RFC, SI, EI, Backup Facility Banks	9197777.2	MB preparing	

EXHIBIT 16

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 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

<<General Documentation (incl. Letter of Direction)>> <<Grand Blanc, MI >> <<Detroit, MI>> <<Flint, MI>> <<GM Checklist - Release of Properties from JPM Chase Synthetic Lease.XLS>>

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EXHIBIT NO. 15
<i>Green</i> <i>RL</i>
Kelly A. Siska

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:

BTMU CAPITAL CORPORATION, as Secured
Investor

By: _____
Name:
Title:

JH EQUITY REALTY INVESTORS, INC., as
Equity Investor

By: _____
Name:
Title:

By: _____
Name:
Title:

CITIBANK, N.A., as a Backup Facility Bank

By: _____
Name:
Title:

BNP PARIBAS, as a Backup Facility Bank

By: _____
Name:
Title:

By: _____
Name:
Title:

HSBC BANK USA, as a Backup Facility Bank

By: _____
Name:
Title:

Termination Agreement and

CREDIT SUISSE FIRST BOSTON, as a Backup
Facility Bank

By: _____

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.

[_____]¹
a [_____]

By: _____
Name: _____
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.

October __, 2008

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

By: _____
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);
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**

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By: _____
Name: _____
Title: _____

*GM-SPO
FIRPTA
Auto Facilities Real Estate Trust 2001-1*

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 _____

Print Name _____

STATE OF _____

COUNTY OF _____

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) (they) executed the above and foregoing instrument.

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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{2}$ of said section described as: Beginning at a point on the Southerly line of said section, 2116.52 feet North 88 degrees 24 minutes 30 seconds East from the Southwesterly corner of said section; thence North 38 degrees 57 minutes West to the Westerly line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 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 $\frac{1}{4}$ line of said section; thence Southerly along said North and South line to the South $\frac{1}{4}$ 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 $\frac{1}{4}$ of fractional Section 23, Town 7 North, Range 6 East, lying Westerly of the Westerly line of Van Slyke Road and Southeasterly of the Southeasterly line of the Grand Trunk Western Railroad right of way.

Parcel 3: A parcel of land beginning North 00 degrees 30 seconds East 702.24 feet from the interior $\frac{1}{4}$ 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.

Detroit, Michigan

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

Department of the Treasury
Internal Revenue Service

▶ 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.

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual Instead, use Form: W-9
 - A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
 - A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) W-8ECI or W-8IMY
 - A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) W-8ECI or W-8EXP
 - A person acting as an intermediary W-8IMY
- Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.
- Note:** See instructions for additional exceptions.

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner	2 Country of incorporation or organization
3 Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation	
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
5 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
6 U.S. taxpayer identification number, if required (see instructions)	7 Foreign tax identifying number, if any (optional)
<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN	
8 Reference number(s) (see instructions)	

Part II Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

- a The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- b If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____% rate of withholding on (specify type of income): _____
 Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

11 I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
 - The beneficial owner is not a U.S. person,
 - The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
 - For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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 Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement 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.

Sign Here	Signature of U.S. person ▶	Date ▶
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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),
- Certify that you are not subject to backup withholding, or
- 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:

1. 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.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. 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),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. 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

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),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. 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,
10. 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 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	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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 alien 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 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 paid 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.

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 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.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, 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
12. 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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 EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ 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.

Privacy Act Notice

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 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 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.

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2092532 5 on 4.12.02

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
AUTO FACILITIES REAL ESTATE TRUST 2001-1

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment. If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with DE SOS [Matter No. 00652500] [Doc. No. 1457981]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20925267 on 4.12.02

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. **SEE INSTRUCTIONS**

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral: deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

8a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

8b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

File with DE SOS [Matter No. 00652500] [Doc. No. 1457980]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

6416808 4 on 11.30.06

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 6.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with DE SOS [Matter No. 00652500] [Doc. No. 14579781]

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 alr [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/2000 lease financing - release of mortgage [grand blanc][hq].DOC>> <<gm/2000 lease financing - release of alr [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>>

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/A
JPMORGAN CHASE BANK, as
Administrative Agent on behalf of the
Investors

By: _____

Its: _____

"Releasor"

STATE OF _____)

COUNTY OF _____)

ss.:

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
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

1457570 00652500

2

7 1 0000

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]

IN WITNESS WHEREOF, Releasor, as Agent for the lenders, 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 for the Investors

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____)

SS.:

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
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

1457572 00652500

JPMCB-STB-00000214

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. 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.

2. 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:

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

By: _____
Name: _____
Title: _____

THE STATE OF DELAWARE §
 §
COUNTY OF NEW CASTLE §

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 Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner and Trustee of Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust, and that in said representative capacity [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: _____

STATE OF _____)
)
COUNTY OF _____)

ss.:

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 General 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: _____

EXHIBIT A
LEGAL DESCRIPTION

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200408250089800 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. **SEE INSTRUCTIONS**

ADDL INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

File with Genesee County Recorder [Grand Blanc] [Matter No. 00652500] [Doc. No. 14579621]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200408250089803 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor **or** Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with Genesee County Recorder [Grand Blanc] [Matter No. 006525001] [Doc. No. 14579631]

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

JPMCB-STB-00000224

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

<<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>>

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2007 1919660 on 5.21.07

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
OR
AUTO FACILITIES REAL ESTATE TRUST 2001-1

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
OR
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

File with DE SOS [Detroit] [Matter No. 00652500] [Doc. No. 14579721]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 011

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT
 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with Wayne County Recorder [Detroit/Parking] [Matter No. 006525001] [Doc. No. 14579641]

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. 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.

2. 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:

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

By: _____
Name: _____
Title: _____

THE STATE OF DELAWARE §
 §
COUNTY OF NEW CASTLE §

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 Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner and Trustee of Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust, and that in said representative capacity [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: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

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 General 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: _____

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, 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]

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

By: _____

Its: _____

"Releasor"

STATE OF _____)

ss.:

COUNTY OF _____)

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

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

1457001 0025200

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.

[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.

JPMORGAN CHASE BANK, N.A., F/K/A
JPMORGAN CHASE BANK, as
Administrative Agent for the Investors

By: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION

1457938 00652500

JPMCB-STB-00000240

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 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

<<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 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>>

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200408250089804 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
OR **AUTO FACILITIES REAL ESTATE TRUST 2001-1**

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
OR **JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT**

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
File with Genesee County Recorder [Flint] [Matter No. 00652500] [Doc. No. 1457967]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200408250089803 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

AUTO FACILITIES REAL ESTATE TRUST 2001-1

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADDL. INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

File with Genesee County Recorder [Flint] [Matter No. 006525001] [Doc. No. 14579661]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200408250089802 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE name:** Give record name to be deleted in item 8a or 8b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

File with Genesee 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. 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. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written.

LESSOR:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: _____
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

By: _____
Name: _____
Title: _____

THE STATE OF DELAWARE §
 §
COUNTY OF NEW CASTLE §

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 Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner and Trustee of Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust, and that in said representative capacity [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: _____

EXHIBIT A
LEGAL DESCRIPTION

1457043 00652500

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.

JPMORGAN CHASE BANK, N.A., F/K/A
JPMORGAN CHASE BANK, as
Administrative Agent for the Investors

By: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION

1457050 00657500

4

Release - CAT B

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, as
Administrative Agent on behalf of the
Investors

By: _____

Its: _____

“Releasor”

STATE OF _____)

COUNTY OF _____)

ss.:

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
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

1457040 00667500

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. 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.

2. 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:

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

By: _____
Name: _____
Title: _____

THE STATE OF DELAWARE §
 §
COUNTY OF NEW CASTLE §

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 Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner and Trustee of Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust, and that in said representative capacity [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: _____

EXHIBIT A
LEGAL DESCRIPTION

1457061 00667400

2

Termination of Lease Supplement

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: _____

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1: That part of the Northeast $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{2}$ of said section described as: Beginning at a point on the Southerly line of said section, 2116.52 feet North 88 degrees 24 minutes 30 seconds East from the Southwesterly corner of said section; thence North 38 degrees 57 minutes West to the Westerly line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 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 $\frac{1}{4}$ line of said section; thence Southerly along said North and South line to the South $\frac{1}{4}$ 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 $\frac{1}{4}$ of fractional Section 23, Town 7 North, Range 6 East, lying Westerly of the Westerly line of Van Slyke Road and Southeasterly of the Southeasterly line of the Grand Trunk Western Railroad right of way.

Parcel 3: A parcel of land beginning North 00 degrees 30 seconds East 702.24 feet from the interior $\frac{1}{4}$ 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

CTD303 5225467 1 11 0 - 08 11 00 00600000

JPMCB-STB-00000265

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
 CLOSING DATE: October 31, 2008

COMMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
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Letter of Direction	SI	MB	5225216.3	Draft circulated by MB on 10/15/08
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SPO Headquarters, Grand Blanc, MI

A Release of Mortgage (record)	Agent	MB	1457570.1	Draft circulated by MB on 10/15/08
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Lease §19.1(a)(i)(C), 19.1(a)(vi)
 Recorded 1/10/03, Instrument No.
 200301100004378

B Release of Assignment of Leases (record)	Agent	MB	1457572.1	Draft circulated by MB on 10/15/08
--------------------------------------------	-------	----	-----------	------------------------------------

Lease §19.1(a)(vi)
 Recorded 1/10/03, Instrument No.
 200301100004379

C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457574.1	Draft circulated by MB on 10/15/08
------------------------------------------------------	-----------	----	-----------	------------------------------------

Lease §19.1(a)(i)(C)
 Recorded 1/10/03, Instrument No.
 200301100004374

D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing
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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
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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 Lease §19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800	N/A	MB	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	TC	TC	N/A	Received	
I Title Policy	TC	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)	Agent	MB	1457937.1	Draft circulated by MB on 10/15/08	
Lease §19.1(a)(i)(C), 19.1(a)(vi)					

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
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B	Release of Assignment of Leases (record) Lease §19.1(a)(vi)	Agent	MB	1457938.1	Draft circulated by MB on 10/15/08
C	Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C)	GM, Trust	MB	1457939.1	Draft circulated by MB on 10/15/08
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	Draft circulated by MB on 10/15/08
F	Termination of UCCs Lease §19.1(a)(vi) file number 2007 1919660, file date 5/21/07 [DE SOS]	N/A	MB	1457972.1	Draft circulated by MB on 10/15/08
G	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		MB preparing
H	Title Commitment/Underlying Documents	TC	TC	N/A	Awaiting

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (3).XLS

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

COMMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
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I Title Policy	TC	TC	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 MB on 10/15/08	
<i>Lease §19.1(a)(i)(C), 19.1(a)(vi) Mortgage recorded on _____, 2003 as Instrument No. 200305160068995</i>					
B Release of Assignment of Leases (record)	Agent	MB	1457950.1	Draft circulated by MB on 10/15/08	
<i>Lease §19.1(a)(vi) ALR recorded on _____, 2003 as Instrument No. 200305160068996</i>					
C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457951.1	Draft circulated by MB on 10/15/08	
<i>Lease §19.1(a)(i)(C) Memo of Lease recorded on _____, 2003 as Instrument No. 200305160068994</i>					
D Release of Memorandum of Ground Lease (record)	GM, Trust	MB	1457953.3	Draft circulated by MB on 10/15/08	
<i>Lease §19.1(a)(i)(C)</i>					

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
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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	Draft circulated by MB on 10/15/08	5225467.1
G	Termination of UCCs Lease §19.1(a)(vi) UCC recorded on _____, as Instrument No. 200408250089802 UCC recorded on _____, as Instrument No. 200408250089803 UCC recorded on _____, as Instrument No. 200408250089804	N/A	MB	Draft circulated by MB on 10/15/08 Draft circulated by MB on 10/15/08 Draft circulated by MB on 10/15/08	1457965.1 1457966.1 1457967.1
H	Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB	MB preparing	
I	Title Commitment/Underlying Documents	TC	TC	Awaiting	N/A
J	Title Policy	TC	TC	At closing	N/A
K	Payoff Letter	Agent	Agent	Open	

General Documentation

CLOSING CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

COMMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
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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	N/A	MB	1457981.1	Draft circulated by MB on 10/15/08
	Financing statement as to equipment, fixtures and related collateral located at certain U.S. manufacturing facilities	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	N/A	MB	1457978.1	Draft circulated by MB on 10/15/08
B	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
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 Lease §19.1(a)(ii)	Trust	MB	5225470.1	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
----------	-----------	-------------------	--------	--------	----------

F Certificate of Trust	Trust	MB	5225546.1	Draft circulated by MB on 10/15/08	
G Certificate regarding the absence of liens Lease §19.1(a)(iv)	Trust, Agent, RFC, SI, EI, Backup Facility Banks	MB	9191177.2	Draft circulated by MB on 10/15/08	

EXHIBIT 17

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 - quit...



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: 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,

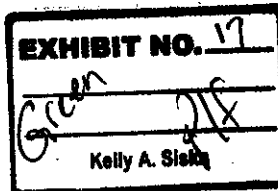
Attached please find an updated checklist and drafts of the closing documents (except the deeds and title affidavits, which will follow).

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 >>

CLOSING CHECKLIST
General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

16-Jun-09

PARTIES AND COUNSEL

Lessee/Purchaser General Motors Corporation ("GM")

Tim Conder
(313) 665-6606
Timothy.Conder@gm.com

Gordon Ing

Gordon.M.Ing@gm.com

Arun Sundaram
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Arun.Sundaram@gm.com

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Robert Gordon
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Ryan Green
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ryan.green@mayerbrown.com

Lessor/Seller Auto Facilities Real Estate Trust 2001-1

Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

Counsel to Trustee

Morris James LLP
Michael M. Ledyard
(302) 888-6917 (phone)
M.Ledyard@morrisjames.com

Administrative Agent JPMorgan Chase Bank ("Agent")

Richard Duker (Credit Contact)
(212) 270-3057 (phone)

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
Mardi Merjian
(212) 455-7283 (phone)
mmerjian@stblaw.com

Counsel to Administrative Agent

LandAmerica Commonwealth ("TC")
William Wineman
248-816-3820 (Phone)
248-649-1626 (Fax)
1050 Wilshire Drive, Suite 310
Troy, MI 48061
wineman@landam.com

Title Company

Conduit
Relationship Funding Company, LLC ("RFC")

Secured Investor
BTMJ Capital Corporation, f/k/a BTM Capital Corporation, ("SI")

Equity Investor
JH Equity Realty Investors ("EI")

Backup Facility Banks
JPMorgan Chase Bank
Citibank, N.A.
BNP Paribas
HSBC Bank USA
Credit Suisse First Boston

Properties
SPO Headquarters Building, 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 CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
 CLOSING DATE: October 31, 2008

16-Jun-09

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
1	SI	MB	5225216.4	Draft circulated by MB on 10/15/08	Letter of Direction
2	Agent	MB	1457570.1	Draft circulated by MB on 10/15/08	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. 200301100004378
B	Agent	MB	1457572.1	Draft circulated by MB on 10/15/08	Release of Assignment of Leases (record) Lease §19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379
C	GM, Trust	MB	1457574.1	Draft circulated by MB on 10/15/08	Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C) Recorded 1/10/03, Instrument No. 200301100004374
D	Trust	MB	1458114.1	Draft circulated by MB on 10/21/08	Quitclaim Deed (record) Lease §19.1(a)(i)(A)

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
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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 Lease §19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800 Financing statement recorded 8/25/04, Instrument No. 200408250089800 Amendment recorded in Instrument No. 200706010047290	N/A	MB	1457962.1	Draft circulated by MB on 10/15/08	
G Affidavit for Title Company re: no liens Lease §19.1(a)(vi)	Trust	MB	1458107.1	Draft sent to TC for review 10/16/08	
H Title Commitment/Underlying Documents	TC	TC	N/A	Received	
I Title Policy	TC	TC	N/A	At closing	
J Legal Description	N/A	N/A	1458579.1	N/A	
3 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
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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 10/15/08
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Lease §19.1(a)(vi)
 Recorded 1.21.03 in Liber 37616, Page 906

C	Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457939.1	Draft circulated by MB on 10/15/08
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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 by MB on 10/21/08
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Lease §19.1(a)(i)(A)

E	Bill of Sale and Assignment	Trust	MB	5225468.1	Draft circulated by MB on 10/15/08
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Lease §19.1(a)(i)(B)

F	Termination of UCCs Lease §19.1(a)(vi)	N/A	MB		
---	-------------------------------------------	-----	----	--	--

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
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	TC	TC	N/A	Awaiting	
I Title Policy	TC	TC	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) 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)	GM, Trust	MB		MB preparing	

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
D Quitclaim Deed (record) <i>Lease §19.1(a)(i)(A)</i>	Trust	MB	1458538.1	Draft circulated by MB on 10/21/08	
E Bill of Sale and Assignment <i>Lease §19.1(a)(i)(B)</i>	Trust	MB	5226489.1	MB preparing	
F Termination of UCCs <i>Lease §19.1(a)(vi)</i> UCC filed on _____, as Instrument No. [Wayne County]	N/A	MB		MB preparing	
G Affidavit for Title Company re: no liens <i>Lease §19.1(a)(vi)</i>	Trust	MB	1458544.1	Draft sent to TC for review 10/16/08	
H Title Commitment/Underlying Documents	TC	TC	N/A	Awaiting	
I Title Policy	TC	TC	N/A	At closing	
J Legal Description	N/A	N/A	1458595.1	N/A	
5 River East Parking Deck, Detroit, MI					
A Release of Mortgage (record) <i>Lease §19.1(a)(i)(C), 19.1(a)(vi)</i>	Agent	MB		MB preparing	
B Release of Assignment of Leases (record) <i>Lease §19.1(a)(vi)</i>	Agent	MB		MB preparing	

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
C Release of Short Form Memorandum of Lease (record) <i>Lease §19.1(a)(i)(C)</i>	GM, Trust	MB		MB preparing	
D Quitclaim Deed (record) <i>Lease §19.1(a)(i)(A)</i>	Trust	MB	1458537.1	Draft circulated by MB on 10/21/08	
E Bill of Sale and Assignment <i>Lease §19.1(a)(i)(B)</i>	Trust	MB	5226490.1	MB preparing	
F Termination of UCCs <i>Lease §19.1(a)(vi)</i> <i>UCC filed on _____, as Instrument No. [Wayne County]</i>	N/A	MB		MB preparing	
G Affidavit for Title Company re: no liens <i>Lease §19.1(a)(vi)</i>	Trust	MB	1458543.1	Draft sent to TC for review 10/16/08	
H Title Commitment/Underlying Documents	TC	TC	N/A	Awaiting	
I Title Policy	TC	TC	N/A	At closing	
J Legal Description	N/A	N/A	1458597.1	N/A	

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
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6 GM Powertrain L6 Engine Plant, Flint, MI

A	Release of Mortgage (record)	Agent	MB	1457949.1	Draft circulated by MB on 10/15/08
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*Lease §19.1(a)(i)(C), 19.1(a)(vi)
 Mortgage recorded on 5.16.03 as
 Instrument No. 200305160068995*

B	Release of Assignment of Leases (record)	Agent	MB	1457950.1	Draft circulated by MB on 10/15/08
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*Lease §19.1(a)(vi)
 ALR recorded on 5.16.03 as Instrument No.
 200305160068996*

C	Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457951.1	Draft circulated by MB on 10/15/08
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*Lease §19.1(a)(i)(C)
 Memo of Lease recorded on 5.16.03 as
 Instrument No. 200305160068994*

D	Release of Memorandum of Ground Lease (record)	GM, Trust	MB	1457953.3	Draft circulated by MB on 10/15/08
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*Lease §19.1(a)(i)(C)
 Memo of Ground Lease recorded on
 5.16.03 as Instrument No.
 200305160068993*

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
E Quitclaim Deed (record)	Trust	MB	1458129.1	Draft circulated	by MB on 10/21/08
<i>Lease §19.1(a)(i)(A)</i>					
F Bill of Sale and Assignment	Trust	MB	5225467.1	Draft circulated	by MB on 10/15/08
<i>Lease §19.1(a)(i)(B)</i>					
G Termination of UCCs <i>Lease §19.1(a)(vi)</i> <i>UCC recorded on _____, as</i> <i>Instrument No. 200408250089802</i>	N/A	MB	1457965.1	Draft circulated	by MB on 10/15/08
<i>UCC recorded on _____, as</i> <i>Instrument No. 200408250089803</i>			1457966.1	Draft circulated	by MB on 10/15/08
<i>UCC recorded on _____, as</i> <i>Instrument No. 200408250089804</i>			1457967.1	Draft circulated	by MB on 10/15/08
H Affidavit for Title Company re: no liens	Trust	MB	1458109.1	Draft sent to TC for review	10/16/08
<i>Lease §19.1(a)(vi)</i>					
I Title Commitment/Underlying Documents	TC	TC	N/A	Awaiting	
J Title Policy	TC	TC	N/A	At closing	
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

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
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7 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: recorded on 4.12.02 as File Number 2092532 5; and recorded on 4.12.02 as File Number 2092526 7	N/A	MB	1457981.1	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	1457980.1	Draft circulated by MB on 10/15/08
B	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
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	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)(ii)					
F Certificate of Trust	Trust	MB	5225546.1	Draft circulated by MB on 10/15/08	
G Certificate regarding the absence of liens	Trust, Agent, RFC, SI, EI, Backup Facility Banks	MB	9191177.2	Draft circulated by MB on 10/15/08	
Lease §19.1(a)(iv)					
H Payoff Letter	Agent	Agent	N/A	Open	
I Closing Statement	GM, Trust	TC	N/A	At closing	

EXHIBIT 18

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: 312 706 9268

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,

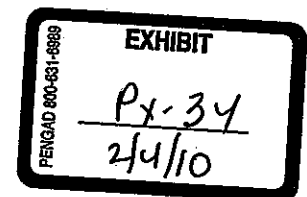
Attached find drafts of the various deeds and an updated draft of the checklist. Please forward any comments you may have.

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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October __, 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 "**Franklin Deck**"); (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

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 of Operative Agreements from GM, the Trust, the Agent, and the Participants;
4. IRS Form W-9 from each US Participant;
5. IRS Form W-8BEN from each Non-US Participant;

9193089.2 24-Oct-08 09:01 00652500

JPMCB-STB-00000430

6. FIRPTA Affidavit from the Trust;
7. 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);

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:

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. CONDITIONS PRECEDENT.

All of the following conditions must be satisfied prior to disbursing the Funds as described in Section B and closing this transaction:

1. 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").

3. 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").

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. DISBURSEMENT OF FUNDS.

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;
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;]
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. **DELIVERY OF DOCUMENTS.**

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.

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.

Dated: October __, 2008

LANDAMERICA

By: _____
Name: _____
Title: _____

Exhibit A
Grand Blanc Owner's Title Policy

9193089.2 24-Oct-08 09:01 00652500

JPMCB-STB-00000438

Exhibit B
Flint Owner's Title Policy

9193089.2 24-Oct-08 09:01 00652500

JPMCB-STB-00000439

Exhibit C
Detroit Owner's Title Policy

9193089.2 24-Oct-08 09:01 00652500

JPMCB-STB-00000440

EXHIBIT 19

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 "Franklin Deck"); (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:

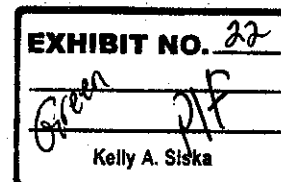
The undersigned attorneys represent GM, the Agent and the Trustee in connection with the above referenced transaction whereby (i) the Participation Agreement and Operative Agreements will be terminated and (ii) the Liens and Lessor Liens will be released. LandAmerica (the "Title Company") has agreed 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

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;
5. IRS Form W-8BEN from each Non-US Participant;

9193089.3 29-Oct-08 11:39 00652500



CONFIDENTIAL

MB000024

6. FIRPTA Affidavit from the Trust;
7. 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);

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;
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:

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. CONDITIONS PRECEDENT.

All of the following conditions must be satisfied prior to disbursing the Funds as described in Section B and closing this transaction:

1. 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").
3. 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 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").

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. DISBURSEMENT OF FUNDS.

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 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;

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. DELIVERY OF DOCUMENTS.

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.

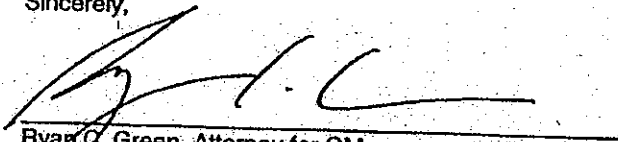
Send to the undersigned Ryan Green by overnight courier the original executed Title Policies, within 10 days of the date of recordation of the Deeds.

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.

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

EXHIBIT 20

Green, Ryan

From: Swanger, Mary H.
Sent: Tuesday, June 16, 2009 10:49 AM
To: Green, Ryan
Cc: Romick, Jamie L.; Newman, Richard M.; Watt, Jean M.; Braybrook, Stacey L.
Subject: 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

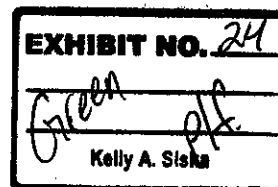
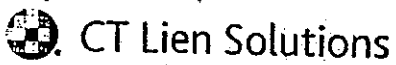


EXHIBIT 21



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.

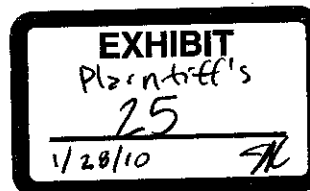
Your request is now complete. If you have any questions, please do not hesitate to call.

We appreciate this opportunity to be of service.

Sincerely,

Bryan R. Kluever
Customer Specialist
Bryan.Kluever@wolterskluwer.com

Enclosure (s)



CONFIDENTIAL

MB000443



a Wolters Kluwer business

www.ctlegalsolutions.com

Mayer Brown LLP
71 South Wacker Drive
Chicago IL 60608

Invoice

FOR INQUIRIES CONTACT:

Bryan R Kluver
Chicago UCC Team 1
208 South LaSalle Street
Suite 814
Chicago IL 60604

Phone: (312)345-4345 Fax: (888)829-5819
Attention: Bryan R Kluver
(Federal Tax ID# 51-0008622)

INVOICE NUMBER
4708741-RI

INVOICE DATE
11/04/08

ORDER NUMBER
7401848 SO

ORDER DATE
10/30/08

CUSTOMER NUMBER
1412188

CUSTOMER REFERENCE - 1
00852500

CUSTOMER REFERENCE - 2
12609

REQUESTED BY
Stewart Gonshorek

AMOUNT DUE
\$ 404.00

Page 1 of 2

SERVICE CHARGES	DISBURSEMENTS	AMOUNT DUE
Auto Facilities Real Estate Trust 2001-1 (2092532 5)		
Services -		
Termination - Delaware		
Disbursements -	28.00	
Termination - Delaware		
SUBTOTAL	28.00	75.00
		\$101.00
Auto Facilities Real Estate Trust 2001-1 (2007 1919660)		
Services -		
Termination - Delaware		
Disbursements -	28.00	
Termination - Delaware		
SUBTOTAL	28.00	75.00
		\$101.00
General Motors Corporation (2092526 7)		
Services -		
Termination - Delaware		
Disbursements -	28.00	
Termination - Delaware		
		75.00

Bryan R Kluver
Chicago UCC Team 1
208 South LaSalle Street
Suite 814
Chicago IL 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.

REMIT PAYMENTS ONLY TO: CT Corporation
PO Box 4349
Carol Stream IL 60187-4349

Check here for payment by Bank Card or ACH, and complete form on reverse of this stub.

INVOICE NUMBER 4708741-RI	INVOICE DATE 11/04/08
CUSTOMER NUMBER 1412188	AMOUNT DUE \$ 404.00

Stewart Gonshorek
Mayer Brown LLP
71 South Wacker Drive
Chicago IL 60608

Payment due upon receipt.

402 1 00001412168 04708741 8273 000040400 07401846 8379 7



a Wolters Kluwer business

www.ctlegalsolutions.com

Shapiro & Associates
Mayer Brown LLP
71 South Wacker Drive
Chicago IL 60606

Invoice

INVOICE NUMBER 4708741-RI		INVOICE DATE 11/04/08
ORDER NUMBER 7401848 SO	ORDER DATE 10/30/08	AMOUNT DUE \$ 404.00

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	\$181.00
26.00		
26.00	75.00	\$181.00
Total Savings on this Invoice		\$ 56.00
Service Charges		\$104.00
Disbursements		300.00
TOTAL AMOUNT DUE		\$ 404.00

Chicago UCC Team 1
 C T Corporation System
 208 South LaSalle Street
 Suite 814
 Chicago IL 60604

Phone: (888) 829-5817
 Fax: (888) 829-5819
 Email: Bryan.Kluever@wolterskluwer.com

STATUS REPORT

Stewart Gonshtorek
 Mayer Brown LLP
 71 South Wacker Drive
 Chicago IL 60606

Order #: 7401846 SO
 Customer Reference 1: 00652500
 Customer Reference 2: 12609

CT Contact: Bryan R Kluever
 Team: Chicago UCC Team 1
 Date: November 4, 2008

Entity/Debtor Name	Order Type	Jurisdiction	Comments	File/Document Issue Date	File Number	Date Sent To Customer
Auto Facilities Real Estate Trust 2001-1 (2007 1919860)	Termination	Delaware	STATUS: Invoiced	10/30/08	2008 3661566	11/04/08
Auto Facilities Real Estate Trust 2001-1 (2092532 5)	Termination	Delaware	STATUS: Invoiced	10/30/08	2008 3661467	11/04/08
General Motors Corporation (2092526 7)	Termination	Delaware	STATUS: Invoiced	10/30/08	2008 3661428	11/04/08
General Motors Corporation (6416808 4)	Termination	Delaware	STATUS: Invoiced	10/30/08	2008 3661491	11/04/08

EXHIBIT 22



"Merjian, Mardi R"
<mmerjian@stblaw.com>

To: <RICHARD.DUKER@jpmorgan.com>

cc:
Subject: FW: GM/JPMorgan Chase Synthetic Lease Property Releases
(Auto Facilities Real Estate Trust 2001-1)

10/15/2008 12:54 PM

fyi

From: Green, Ryan [mailto:Ryan.Green@mayerbrown.com]
Sent: Wednesday, October 15, 2008 12:48 PM
To: Merjian, Mardi R; Kenton@rff.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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 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
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PENGAD 800-681-8899
EXHIBIT
Px-31
2/4/10

JPMCB - 00000919

17-Dec-09

PARTIES AND COUNSEL

Lessee/Purchaser

General Motors Corporation ("GM")

Tim Conder
(313) 665-6606
Timothy.Conder@gm.com

Gordon Ing

Gordon.M.ing@gm.com

Arun Sundaram
(212) 418-6219
Arun.Sundaram@gm.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

Lessor/Seller

Auto Facilities Real Estate Trust 2001-1

Trustee

Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

Counsel to Trustee

Richards, Layton & Finger
Glenn Kenton

Administrative Agent

JPMorgan Chase Bank ("Agent")

Richard Duker (Credit Contact)
(212) 270-3057 (phone)
(212) 270-5127 (fax)

CLOSING CHECKLIST

General Motors' Release of Properties from JPMorgan Chase Synthetic Lease
CLOSING DATE: October 31, 2008

Doris Mesa (Administrative Contact)
(212) 552-7265 (phone)
(212) 552-5650 (fax)

Counsel to Administrative Agent

Simpson, Thatcher & Bartlett
Mardi Merjian

Title Company

LandAmerica Commonwealth ("TC")
William Wineman
248-816-3820 (Phone)
248-649-1626 (Fax)
1050 Wilshire Drive, Suite 310
Troy, MI 48061
wwineman@landam.com

Conduit

Relationship Funding Company, LLC ("RFC")

Secured Investor

BTM Capital Corporation ("SI")

Equity Investor

JH Equity Realty Investors ("EI")

Backup Facility Banks

JPMorgan Chase Bank
Citibank, N.A.
BNP Paribas
HSBC Bank USA
Credit Suisse First Boston

Properties

SPO Headquarters Building, 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 CHECKLIST

General Motors: Release of Properties from JPMorgan Chase Synthetic Lease
 CLOSING DATE: October 31, 2008

17-Dec-09

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
----------	-----------	-------------------	--------	--------	----------

1	Letter of Direction	SI	MB	5225216.3	MB preparing
2	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. 200301100004378	Agent	MB	1457570.1	MB preparing
	B Release of Assignment of Leases (record) Lease \$19.1(a)(vi) Recorded 1/10/03, Instrument No. 200301100004379	Agent	MB	1457572.1	MB preparing
	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
	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
	F Termination of UCCs Lease \$19.1(a)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800	Agent	MB		MB preparing

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
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*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	TC	TC	N/A	Received
I	Title Policy	TC	TC	N/A	At closing
J	Payoff Letter	Agent	Agent		Open

3 Franklin Parking Deck, Vacant Parcel 6/C and River East Parking Deck, Detroit, MI

A	Release of Mortgage (record) Lease §19.1(a)(f)(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)(f)(C)	Trust	MB	MB preparing	
D	Quitclaim Deed (record) Lease §19.1(a)(f)(A)	Trust	MB	MB preparing	
E	Bill of Sale and Assignment Lease §19.1(a)(f)(B)	Trust	MB	5225468.1 MB preparing	

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
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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	TC	TC	N/A	Awaiting	
I Title Policy	TC	TC	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)(f)(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)(f)(C)	Trust	MB		MB preparing	
D Quitclaim Deed (record) Lease §19.1(a)(f)(A)	Trust	MB		MB preparing	
E Bill of Sale and Assignment Lease §19.1(a)(f)(B)	Trust	MB	5225467.1	MB preparing	

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
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F	Termination of UCCs Lease §19.1(a)(vi)	Agent	MB		MB preparing
G	Affidavit for Title Company re: no liens Lease §19.1(e)(vi)	Trust	MB		MB preparing
H	Title Commitment/Underlying Documents	TC	TC	N/A	Awaiting
I	Title Policy	TC	TC	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 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, St. El, Backup Facility Banks	MB	9191785.2	MB preparing
C	Participation Agreement §14.10	US Participants	US Participants	N/A	
	IRS Form W-9				

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
----------	-----------	-------------------	--------	--------	----------

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, Backup Facility Banks MB 9197777.2 MB preparing

Lease §19.1(a)(iv)

EXHIBIT 23

From: Merjan, 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	Delivery
'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: Merjan, 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.

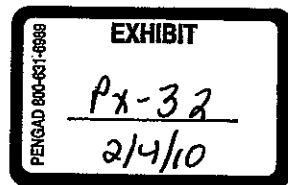
Please contact me with any questions or comments you may have.

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

<<General Documentation (incl. Letter of Direction)>> <<Grand Blanc, MI >> <<Detroit, MI>> <<Flint, MI>> <<GM Checklist - Release of Properties from JPM Chase Synthetic Lease.XLS>>



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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:

BTMU CAPITAL CORPORATION, as Secured
Investor

By: _____
Name:
Title:

JH EQUITY REALTY INVESTORS, INC., as
Equity Investor

By: _____
Name:
Title:

By: _____
Name:
Title:

CITIBANK, N.A., as a Backup Facility Bank

By: _____
Name:
Title:

BNP PARIBAS, as a Backup Facility Bank

By: _____
Name:
Title:

By: _____
Name:
Title:

HSBC BANK USA, as a Backup Facility Bank

By: _____
Name:
Title:

Termination Agreement and

**CREDIT SUISSE FIRST BOSTON, as a Backup
Facility Bank**

By: _____
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.

_____¹
a _____

By: _____
Name: _____
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.

October __, 2008

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

By: _____
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);
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

By: Wilmington Trust Company, not in its
individual capacity but solely as Trustee

By: _____
Name: _____
Title: _____

GM-SPO
FIRPTA
Auto Facilities Real Estate Trust 2001-1

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 _____

Print Name _____

STATE OF _____

COUNTY OF _____

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) (they) executed the above and foregoing instrument.

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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{2}$ of said section described as: Beginning at a point on the Southerly line of said section, 2116.52 feet North 88 degrees 24 minutes 30 seconds East from the Southwesterly corner of said section; thence North 38 degrees 57 minutes West to the Westerly line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 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 $\frac{1}{4}$ line of said section; thence Southerly along said North and South line to the South $\frac{1}{4}$ 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 $\frac{1}{4}$ of fractional Section 23, Town 7 North, Range 6 East, lying Westerly of the Westerly line of Van Slyke Road and Southeasterly of the Southeasterly line of the Grand Trunk Western Railroad right of way.

Parcel 3: A parcel of land beginning North 00 degrees 30 seconds East 702.24 feet from the interior $\frac{1}{4}$ 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.

Detroit, Michigan

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 not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual Instead, use Form W-9
 - A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
 - A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) W-8ECI or W-8IMY
 - A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) W-8ECI or W-8EXP
- Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.
- A person acting as an intermediary W-8IMY
- Note: See instructions for additional exceptions.

Part I Identification of Beneficial Owner (See Instructions.)

1 Name of individual or organization that is the beneficial owner	2 Country of incorporation or organization															
3 Type of beneficial owner: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Individual</td> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Simple trust</td> </tr> <tr> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Complex trust</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Government</td> <td><input type="checkbox"/> International organization</td> </tr> <tr> <td><input type="checkbox"/> Central bank of issue</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Private foundation</td> <td colspan="2"></td> </tr> </table>		<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization	<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation		
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust												
<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization												
<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation														
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address. <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%;">Country (do not abbreviate)</td> </tr> </table>		City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)													
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)															
5 Mailing address (if different from above) <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%;">Country (do not abbreviate)</td> </tr> </table>		City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)													
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)															
6 U.S. taxpayer identification number, if required (see instructions) <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> SSN or ITIN</td> <td><input type="checkbox"/> EIN</td> </tr> </table>	<input type="checkbox"/> SSN or ITIN	<input type="checkbox"/> EIN	7 Foreign tax identifying number, if any (optional)													
<input type="checkbox"/> SSN or ITIN	<input type="checkbox"/> EIN															
8 Reference number(s) (see instructions)																

Part II Claim of Tax Treaty Benefits (if applicable)

- 9** I certify that (check all that apply):
- The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
 - If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
 - The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
 - The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
 - The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.
- 10** Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____ % rate of withholding on (specify type of income): _____
 Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

- 11** I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.
- The beneficial owner is not a U.S. person.
- The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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 Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement 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.

Sign Here Signature of U.S. person ▶

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),
- Certify that you are not subject to backup withholding, or
- 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:

1. 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.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. 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),
3. The IRS tells the requester that you furnished an incorrect TIN.

4. 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

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),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. 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,
10. 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 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 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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 alien 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 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 paid 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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, 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
12. 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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 EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ 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.

Privacy Act Notice

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 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 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.

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 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.

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2092532 5 on 4.12.02

1b. This FINANCING STATEMENT AMENDMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

AUTO FACILITIES REAL ESTATE TRUST 2001-1

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with DE SOS [Matter No. 006525001] [Doc. No. 14579811]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2092526 7 on 4.12.02

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA
File with DE SOS [Matter No. 00652500] [Doc. No. 1457980]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
6416808 4 on 11.30.06

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

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DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

7d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

8. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA
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 alr [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/2000 lease financing - release of mortgage [grand blanc][hq].DOC>> <<gm/2000 lease financing - release of alr [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>>

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/A
JPMORGAN CHASE BANK, as
Administrative Agent on behalf of the
Investors

By: _____

Its: _____

“Releasor”

STATE OF _____)

COUNTY OF _____)

ss.:

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
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

1457570 00657500

JPMCB-STB-00000300

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]

IN WITNESS WHEREOF, Releasor, as Agent for the lenders, 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 for the Investors

By: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

ss.:

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
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

1457572 00652500

- 4 -

Deputy of Maritime

JPMCB-STB-00000304

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. 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.

2. 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:

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

By: _____
Name: _____
Title: _____

THE STATE OF DELAWARE §
 §
COUNTY OF NEW CASTLE §

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 Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner and Trustee of Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust, and that in said representative capacity [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: _____

STATE OF _____)

COUNTY OF _____)

ss.:

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 General 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: _____

EXHIBIT A
LEGAL DESCRIPTION

1452574 00000310

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200408250089800 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS.
 [for record] [or recorded]

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.
 DELETE name: Give second name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned. NONE

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

File with Geasse County Recorder [Grand Blanc] [Matter No. 00652500] [Doc. No. 1457962]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE#
 200408250089803 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
 [for record] [recorded]

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
 GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**

File with Genesee County Recorder [Grand Blanc] [Matter No. 00652500] [Doc. No. 14579631]

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 levelers, 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

CHDRM 5236450 13 04 08 14:00 00/0000

JPMCB-STB-00000313

**EXHIBIT A
LEGAL DESCRIPTION**

Bill of Sale - Grand Blanc, MI

CHDB02 5225459.3 13-Oct-08 14:00 AM 657560

JPMCB-STB-0000314

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

<<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>>

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2007 1919660 on 5.21.07

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] [for recorded] in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (out or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address; Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME

AUTO FACILITIES REAL ESTATE TRUST 2001-1

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
----------------------------------	--------------------------	----------------------------------	---------------------------------

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
OR
9b. INDIVIDUAL'S LAST NAME

JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

File with DE SOS [Detroit] [Matter No. 00652500] [Doc. No. 1457972]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 011

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned. NONE

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**
File with Wayne County Recorder [Detroit/Parking] [Matter No. 006525001 [Doc. No. 14579641]

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. 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.

2. 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:

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

By: _____
Name: _____
Title: _____

THE STATE OF DELAWARE

COUNTY OF NEW CASTLE

§
§
§

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 Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner and Trustee of Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust, and that in said representative capacity [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: _____

STATE OF _____)
COUNTY OF _____)

ss.:

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 General 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: _____

EXHIBIT A
LEGAL DESCRIPTION

1457020 00000000

JPMCB-STB-00000323

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]

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

By: _____

Its: _____

"Releasor"

STATE OF _____)

COUNTY OF _____)

ss.:

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
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

1457937 00657500

2

Release of 1/16/11

JPMCB-STB-00000326

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.

[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.

JPMORGAN CHASE BANK, N.A., F/K/A
JPMORGAN CHASE BANK, as
Administrative Agent for the Investors

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____)

ss.:

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
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

1457938 06659500

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 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

<<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 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>>

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200408250089804 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
 [X]

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
AUTO FACILITIES REAL ESTATE TRUST 2001-1

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS
CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned. NONE

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

10. OPTIONAL FILER REFERENCE DATA
File with Genesee County Recorder [Flint] [Matter No. 00652500] [Doc. No. 1457967]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200408250089803 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 8.
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6. **CURRENT RECORD INFORMATION:**
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME

AUTO FACILITIES REAL ESTATE TRUST 2001-1
FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME

FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned. NONE

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
OR
9b. INDIVIDUAL'S LAST NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT
FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

File with Genesee County Recorder [Flint] [Matter No. 006525001 IDoc. No. 14579661]

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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE#
200408250089802 on 8.25.04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing 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 law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

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 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
GENERAL MOTORS CORPORATION

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS

ADDL. INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned. NONE

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment. If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

File with Genesee County Recorder [Flint] [Matter No. 00652500] [Doc. No. 14579651]

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. 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. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Release as of the date first above written.

LESSOR:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: _____
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

By: _____
Name: _____
Title: _____

THE STATE OF DELAWARE

COUNTY OF NEW CASTLE

§
§
§

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 Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner and Trustee of Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust, and that in said representative capacity [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: _____

EXHIBIT A
LEGAL DESCRIPTION

1457951 00647500

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.

JPMORGAN CHASE BANK, N.A., F/K/A
JPMORGAN CHASE BANK, as
Administrative Agent for the Investors

By: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

ss.:

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
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

1457950 00652500

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]

EXHIBIT A
LEGAL DESCRIPTION

1457949 00652500

- 2 -

Revised 1/1/00

JPMCB-STB-00000347

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. 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.

2. 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:

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

By: _____
Name: _____
Title: _____

THE STATE OF DELAWARE

§
§
§

COUNTY OF NEW CASTLE

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 Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner and Trustee of Auto Facilities Real Estate Trust 2001-1, a Delaware statutory trust, and that in said representative capacity [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: _____

STATE OF _____)
COUNTY OF _____)

ss.:

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 General 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: _____

EXHIBIT A
LEGAL DESCRIPTION

1457951 00652500

6

Termination of Lease Agreement

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

CHUBB 57547 1 14 Oct 08 11:00 AM

JPMCB-STB-00000354

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1: That part of the Northeast $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{2}$ of said section described as: Beginning at a point on the Southerly line of said section, 2116.52 feet North 88 degrees 24 minutes 30 seconds East from the Southwesterly corner of said section; thence North 38 degrees 57 minutes West to the Westerly line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 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 $\frac{1}{4}$ line of said section; thence Southerly along said North and South line to the South $\frac{1}{4}$ 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 $\frac{1}{4}$ of fractional Section 23, Town 7 North, Range 6 East, lying Westerly of the Westerly line of Van Slyke Road and Southeasterly of the Southeasterly line of the Grand Trunk Western Railroad right of way.

Parcel 3: A parcel of land beginning North 00 degrees 30 seconds East 702.24 feet from the interior $\frac{1}{4}$ 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

CFR 20 575471 14 00 00 14 00 00 00 00

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
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Letter of Direction	SI	MB	5225216.3	Draft circulated by MB on 10/15/08
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SPO Headquarters, Grand Blanc, MI

A Release of Mortgage (record)	Agent	MB	1457570.1	Draft circulated by MB on 10/15/08
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Lease §19.1(a)(i)(C), 19.1(a)(vi)
Recorded 1/10/03, Instrument No.
200301100004378

B Release of Assignment of Leases (record)	Agent	MB	1457572.1	Draft circulated by MB on 10/15/08
--------------------------------------------	-------	----	-----------	------------------------------------

Lease §19.1(a)(vi)
Recorded 1/10/03, Instrument No.
200301100004379

C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457574.1	Draft circulated by MB on 10/15/08
------------------------------------------------------	-----------	----	-----------	------------------------------------

Lease §19.1(a)(i)(C)
Recorded 1/10/03, Instrument No.
200301100004374

D Quitclaim Deed (record) Lease §19.1(a)(i)(A)	Trust	MB		MB preparing
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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
----------	-----------	-------------------	--------	--------	----------

E	Bill of Sale and Assignment	Trust	MB	5225459.2	Draft circulated by MB on 10/15/08
	Lease §19.1(e)(i)(B)				
F	Termination of UCCs Lease §19.1(e)(vi) Financing statement recorded 8/25/04, Instrument No. 200408250089800	N/A	MB	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	TC	TC	N/A	Received
I	Title Policy	TC	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)	Agent	MB	1457937.1	Draft circulated by MB on 10/15/08
	Lease §19.1(a)(i)(C), 19.1(a)(vi)				

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (3).XLS

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
-----------	-------------------	--------	--------	----------

B Release of Assignment of Leases (record) Lease §19.1(a)(vi)	Agent MB	1457938.1	Draft circulated by MB on 10/15/08	
C Release of Short Form Memorandum of Lease (record) Lease §19.1(a)(i)(C)	GM, Trust MB	1457939.1	Draft circulated by MB on 10/15/08	
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	Draft circulated by MB on 10/15/08	
F Termination of UCCs Lease §19.1(a)(vi) file number 2007 1919660, file date 5/21/07 [DE SOS]	N/A MB	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		MB preparing	
H Title Commitment/Underlying Documents	TC TC	N/A	Awaiting	

GM Checklist - Release of Properties from JPM Chase Synthetic Lease (3).XLS

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

I Title Policy	TC	TC	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 MB on 10/15/08	
<i>Lease §19.1(a)(i)(C), 19.1(a)(vi) Mortgage recorded on _____, 2003 as Instrument No. 200305160068995</i>					
B Release of Assignment of Leases (record)	Agent	MB	1457950.1	Draft circulated by MB on 10/15/08	
<i>Lease §19.1(a)(vi) ALR recorded on _____, 2003 as Instrument No. 200305160068996</i>					
C Release of Short Form Memorandum of Lease (record)	GM, Trust	MB	1457951.1	Draft circulated by MB on 10/15/08	
<i>Lease §19.1(a)(i)(C) Memo of Lease recorded on _____, 2003 as Instrument No. 200305160068994</i>					
D Release of Memorandum of Ground Lease (record)	GM, Trust	MB	1457953.3	Draft circulated by MB on 10/15/08	
<i>Lease §19.1(a)(i)(C)</i>					

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
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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	MB	5225467.1	Draft circulated by MB on 10/15/08	
Lease §19.1(a)(i)(B)					
G Termination of UCCs Lease §19.1(a)(vi) UCC recorded on _____, as Instrument No. 200408250089802	N/A	MB		Draft circulated by MB on 10/15/08	
UCC recorded on _____, as Instrument No. 200408250089803			1457965.1	Draft circulated by MB on 10/15/08	
UCC recorded on _____, as Instrument No. 200408250089804			1457966.1	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	
I Title Commitment/Underlying Documents	TC	TC	N/A	Awaiting	
J Title Policy	TC	TC	N/A	At closing	
K Payoff Letter	Agent	Agent		Open	
General Documentation					

GIM Checklist - Release of Properties from JPM Chase Synthetic Lease (3).XLS

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

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
A	N/A	MB	1457981.1	Draft circulated by MB on 10/15/08	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
	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
	N/A	MB	1457978.1	Draft circulated by MB on 10/15/08	
B	GM, Trust, Agent, RFC, SI, EI, Backup Facility	MB	9191785.2	Draft circulated by MB on 10/15/08	Termination of Operative Agreements Participation Agreement \$14.10
C	US Participants	US Participants	N/A	Form sent by MB on 10/15/08	IRS Form W-9
D	Non-US Participants	Non-US Participants	N/A	Form sent by MB on 10/15/08	IRS Form W-8BEN
E	Trust	MB	5225470.1	Draft circulated by MB on 10/15/08	FIRPTA Affidavit Lease \$19.1(a)(ii)

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

DOCUMENT	SIGNED BY	RESPONSIBLE PARTY	DOC. #	STATUS	COMMENTS
F Certificate of Trust	Trust	MB	5225546.1	Draft circulated by MB on 10/15/08	
G Certificate regarding the absence of liens Lease §19.1(a)(iv)	Trust, Agent, RFC, SJ, EI, Backup Facility Banks	MB	9191177.2	Draft circulated by MB on 10/15/08	

EXHIBIT 24



David B. Walker@JPMCHASE To: Richard W. Duker/JPMCHASE, Donald R. Benson/JPMCHASE, Ric Huttenlocher/MI/ONE, Timothy Storms/JPMCHASE, Mary Gherty/JPMCHASE
10/30/2008 01:31 PM cc: 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

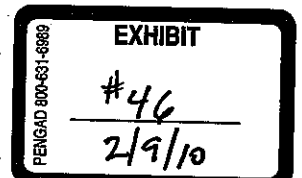
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From: Richard W. Duker
Sent: Thursday, October 30, 2008 11:58 AM
To: David B. Walker; Donald R. Benson; Ric Huttenlocher; Timothy Storms; Mary Gherty
Subject: GM Synthetic Lease

The \$150MM remaining facility (JPM share \$55MM) was repaid and terminated today!!!!



JPMCB - 00001803

EXHIBIT 25

**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.

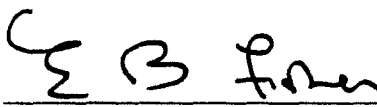
Request to Admit No. 6: Admit that, to your knowledge, no creditor of the Debtors, who is not a member of the Committee, relied on the fact that the October 2008 Amendment was filed with the Delaware Secretary of State.

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

By:  _____

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Attorneys for Plaintiff