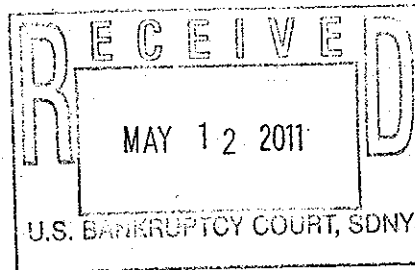


# MLC



July 9, 2010

**BY FIRST CLASS MAIL**

Barry Henry Spencer Jr.  
P.O. Box 1218  
Shirley, MA 01464

**Re: In re Motors Liquidation Company *et. al.* ("MLC" or the "Debtors")  
Case No. 09-50026 (REG) -ADR Procedures –  
Proof of Claim Nos. 64658 and 64659 (Barry H. Spencer)**

Dear Mr. Spencer,

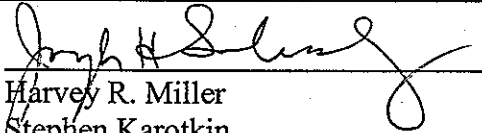
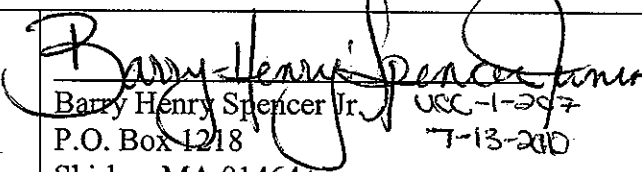
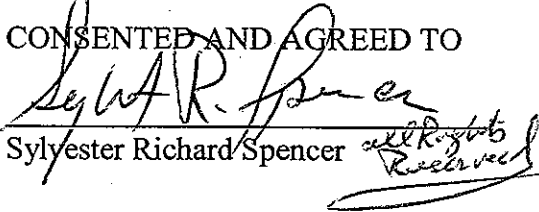
On or around November 30, 2009 you caused the filing of two Proofs of Claims against Motors Liquidation Company ("MLC"), for the same dollar amount, and on account of the same obligation (*see* Proofs of Claims Nos. 64658 and 64659, a copy of which is annexed herein).

As we have discussed, both MLC and you agree that MLC should promptly designate your claim to the alternative resolution procedures established in the Order Pursuant to 11 U.S.C. § 105(a) and General Order M-390 Authorizing Implementation of Alternative Dispute Procedures, Including Mandatory Mediation (the "ADR Procedures") [Docket No. 5037] entered by the United States Bankruptcy Court for the Southern District of New York on February 23, 2010, subject to the following agreements that shall be effective upon the countersignatures of you and your brother Sylvester, as outlined below:

- A. Proof of Claim No. 64659 (the "Duplicate Claim") is expunged from the Debtors' claim register as it is a duplicate of Proof of Claim No. 64658 and that the Debtors' claim agent shall be authorized to remove the Duplicate Claim from the Debtors' claim register. Proof of Claim No. 64658 (the "Surviving Spencer Claim") shall be subject to the other agreements herein.
- B. The Surviving Spencer claim is capped for all purposes to a general unsecured, nonpriority claim of no more than \$9,000,000 (nine million dollars) (the "Claim Amount Cap").
- C. MLC shall transmit to you at the above address, with a copy to your brother Sylvester at the address set forth in the Surviving Spencer Claim, an ADR Notice (as such term is defined in the ADR Procedures) within five (5) business days of receiving a fully countersigned letter. The ADR Notice shall contain an initial settlement offer to

resolve the Surviving Spencer Claim of a general unsecured, nonpriority claim against MLC equal to or greater than **\$200,000 (two hundred thousand dollars)** (the "**Claim Settlement Floor.**")

- D. In the event the Surviving Spencer Claim is not settled under the ADR Procedures, and a trial court values the Surviving Spencer Claim less than the Claim Settlement Floor or disallows the Surviving Spencer Claim in its entirety, MLC agrees to offer to settle the Surviving Spencer Claim for a general unsecured, nonpriority claim in the amount of **\$200,000 (two hundred thousand dollars)** in exchange for your agreement not to appeal such trial court's determination. Should you or any authorized signatory nevertheless file an appeal to such trial court's determination of the Surviving Spencer Claim (which you shall expressly have a right to do), it is hereby understood that the Debtors shall be relieved of any further obligation to offer any settlement to resolve the Surviving Spencer Claim.
- E. By signing this letter, you understand and agree that the Claim Amount Cap includes all damages and relief to which you believe you are entitled to, including all interest, taxes, attorney's fees, other fees, and costs.
- F. By signing this letter, you understand that the Claim Amount Cap and any settlement offers in connection with the resolution of the Surviving Spencer Claim shall be for **an allowed general unsecured, nonpriority claim against MLC in full satisfaction of the Surviving Spencer Claim, to be satisfied in accordance with any chapter 11 plan or plans confirmed in the Debtors' chapter 11 cases.**
- G. You further agree that in accordance with the ADR Procedures, your brother Sylvester shall be fully authorized to speak on your behalf and any agreement reached with your brother shall be binding on you in all respects.
- H. In the event this letter is not fully countersigned and returned to Joseph Smolinsky at the undersigned address by July 20, 2010, this offer shall expire and this letter and its contents shall not be admissible in any court under Rule 408 of the Federal Rules of Evidence.

 Harvey R. Miller Stephen Karotkin Joseph H. Smolinsky  WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007 <i>Attorneys for Debtors and Debtors in Possession</i>	 Barry Henry Spencer Jr. USC-1-297 P.O. Box 1218 7-13-200 Shirley, MA 01464  CONSENTED AND AGREED TO  Sylvester Richard Spencer <i>all Rights Reserved</i>
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## Durable Power of Attorney

I, Barry Spencer, of Roxbury, Massachusetts, hereby appoint  
Sylvester Spencer, of Dorchester, MA, to by my

attorney-in-fact and agent, with full power to act for me and in my name, to do any lawful act whatsoever that I may or can do in person. This power of attorney shall not be affected by my subsequent disability or incapacity. All actions must be approved By Me, Barry-Henry: Spencer, Junior.

Without limiting the generality of the foregoing broad power I expressly authorize my said attorney: to manage, control, invest and reinvest my present and future property ("property" here and elsewhere in this instrument meaning money, stocks, bonds, papers, and any kind of intangible or tangible personal or real property, claims, rights, or powers); to draw, make or endorse checks, notes, drafts, or instruments for the payment of money; to give orders for payment of dividends or interest; to collect money and receive property for me or anything due me, and to give receipts and releases therefore; to pay and discharge debts or liabilities and make donations; to borrow money; to pay or deposit money or property to or with any bank, broker, firm, to have access to any safe deposit box and to place in it or take from it any property; to sell, exchange, lease, encumber or otherwise dispose of, acquire, and deal with any property; to deposit property with any committee or depository, and to pay expenses and assessments in connection therewith; to take part in the reorganization or adjustment of any concern in whose securities I may be interested and to assent to any plan therefore; to vote or otherwise consent to any corporate or collective action in respect of shares, bonds or securities, and to grant proxies therefore to others, whether discretionary or not and with power of substitution or not; to take out insurance of any kind, pay premiums and exercise rights under insurance policies and prove and settle insurance claims; to represent me, and to authorize another or others to represent me, before any federal, state or municipal board, tribunal, agency or official; to sue upon, defend, compromise, arbitrate or adjust any claims by or against me or any controversies in connection with any matters in which I may be concerned, in court or elsewhere; to receive, endorse and collect the proceeds of checks drawn upon the Treasurer of the United States; to represent me in any in connection with any estate, will or trust in which I am now or hereafter become interested; to consent, approve, contest or settle acts or accounts of the executors, administrators or trustees of any estate or trust, and to give them receipts or releases and deal with them in any way; to make contracts or agreements; to execute and deliver and, if desired, to acknowledge and make oath to, transfers, contracts, agreements, assents, releases, deeds, leases and instruments, sealed or unsealed; to employ counsel, attorneys and agents; to request, receive, examine, correct or petition to correct any of my medical, psychiatric or psychological record information or my criminal offender record information, to do any one or more or all of the foregoing at discretion and from time to time; and generally to act as fully and effectually as I might do if personally present.

And I hereby covenant and agree with my attorney and with all persons dealing with him/her on the faith of this power of attorney, that I will, and my heirs, executors and administrators shall, confirm all acts purported to be done on my behalf by my attorney, in good faith and without conclusive proof of my death or of the termination of this power of attorney; and will and shall indemnify and save harmless my attorney (as also all persons dealing with my attorney) for and from any loss, cost or liability caused by such acts or by any lack of insufficiency of authority of my attorney in respect thereto.

Witness my hand and seal this 7 day of April, 2011.

Barry Henry Spencer  
(Signature)

#### Acknowledgement

On this 7<sup>TH</sup> day of APRIL, 2011, before me personally appeared BARRY SPENCER to me known to be the personal described in and who executed the foregoing instrument, and acknowledged that (s) he executed the same as a free act and deed.

[Notarial Seal]

Kurt W. Eichner  
Notary Public



**Kurt W. Eichner**  
**Notary Public**  
**Commonwealth of Massachusetts**  
**My Commission Expires**  
**July 14, 2017**

Name of Debtor:  
Motor Liquidation Company (f/k/a General Motors Corporation)

Note: This is being used to assert a claim based upon 11 U.S.C. § 503 for All claims administrative and other, predicated upon Rejection of the Settlement offer.

Name of Creditor:  
Barry-Henry: Spencer, Junior

This claim amends a previous filed Claim.

Name and address where notices should be sent:

Barry-Henry: Spencer, Junior  
c/o Bridgewater State Hospital  
20 Administration Road  
Bridgewater, MA 02123

Court Claim Number  
05-02304-MASS Suff  
County Superior Ct  
file on: 2005

Contact Person:  
Sylvester-Richard: Spencer  
P.O. Box 191128  
Roxbury, MA 02119

I am the only one who filed a claim, and I am the Owner

Telephone No. 770 658 0754

Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories,

1. Amount of Claim as of Date Case Filed  
June 1, 2009: \$682,000,000.00

see annexed PROOF OF CLAIM

Itemized Statements are annexed with original PROOF OF Claim Dated Nov 30 2009 by The Garden Group, INC.

Documents in support are as follow: Verified Declaration in the nature of an Affidavit of the Truth in Commerce, Rejection of Settlement & Contract for Waiver of Tort; Affidavit of Negative Averement, Opportunity to Cure & Counter-Claim; Proof of Claim; MLC ADR Contract

Basis for Claim: Breach of Contracts, bodily Injuries, Property Loss, Bills Consortium

3. Secured & Unsecured Claim: This was considered General Unsecured Claim with disputed Claim amount of \$200,000.00 see Rejection of Settlement, annexed-hereto, basis for the amended amount, and disputed lien status; should be secured based upon attempted lien that was Stayed (\$112,500,000.00) due to Bankruptcy Stay

4. Summary of Rejection: The review of the offer in no way setoff the loss in Wages (past, current, and Future), Domestic Support, property deposits, rent, personal and family, household items, taxes, bodily injury, Medical expenses, ect.,

5. Spencer will agree to ADR Procedures: both of the PROOF OF CLAIMS WILL BE ACTIVE AS

- A. 64658 will have \$1,500,000.00 Claim Settlement Floor with a \$9,000,000.00 Claim Amount Cap
- B. 64659 will be settled with \$1,500,000.00

Signature:

Barry-Henry: Spencer, Junior, Claimant



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One): Case No.  
 Motors Liquidation Company (f/k/a General Motors Corporation) 09-50026 (REG)  
 MLCS, LLC (f/k/a Saturn, LLC) 09-50027 (REG)  
 MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) 09-50028 (REG)  
 MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.) 09-13558 (REG)

Your Claim is Scheduled As Follows:

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): SPENCER, BARRY

Name and address where notices should be sent:  
SPENCER, BARRY  
PO BOX 1218  
SHIRLEY, MA 01464-1218

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: 05-02304  
 (If known) MASSACHUSETTS  
 SUFFOLK SUPERIOR Ct.  
 Filed on: 2005



Contact  
 Sylvester R. Spencer -  
 Telephone number: 617.719.4087 Brother  
 Email Address: srspencer1@comcast.net

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Name and address where payment should be sent (if different from above):

Keep on Record Business Address  
 BARRY H. SPENCER JR  
 Care of: Post Office Box 191128  
 Roxbury, MA 02119  
 Telephone number: see above

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ 682,000,000.00 negotiable

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. see Verified Proof of Claim annexed hereto

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

2. Basis for Claim: Breach of Contract(s), Impeding Commerce, personal injury  
(See instruction #2 on reverse side.) loss wages, Medical Bills, consortin, Property loss

Specify the priority of the claim.  
 Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: Commercial Debt CD GM-2304

Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)  
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

Nature of property or right of setoff:  Real Estate  Motor Vehicle  Equipment  Other

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate 18 %

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ \_\_\_\_\_

Basis for perfection: benefit of writ due to Bankruptcy Stay

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

Amount of Secured Claim: \$ 125,000,000.00 Amount Unsecured: \$ 557,000,000.00

Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ).  
 Amount entitled to priority:

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

\$ 112,500,000.00

If the documents are not available, please explain in an attachment.

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

Date: 11/16/09

Barry Henry Spencer  
 Barry Henry: Spencer Junior, Secured Party, Auth. Rep.

*, THE ONLY In the matter of commerce, all commerce operates in truth. Demand for truth is made of all parties for full disclosure of your true identity, who you represent, and who is the real party of interest. Where there is no competent Plaintiff and no competent witness, there is no claim. Where there is no contract, there is no claim.*

**Verified Declaration in the nature of an Affidavit of Truth in Commerce,  
Rejection of the Settlement Offer and Contract for Waiver of Tort**

Issued By Principal: **Barry-Henry: Spencer Junior,**  
[c/o 352 Walnut Ave, at Roxbury  
county of Suffolk, Massachusetts]

**Sovereign Principal, Owner, Creditor  
and Secured Party**

Notice to Debtor: **Carrienne Basler, Vice President, for  
Motor Liquidation Company  
And Affiliated Debtors  
Attn: ADR Claims Team  
2101 Cedar Springs Road, suite 1100  
Dallas, Tx 75201**

**Vice President for the Debtors and  
Debtors in Possession**

**UNITED STATES OF AMERICA, a Republic  
BANKRUPTCY COURTSOUTHERN DISTRICT OF NEW YORK**

§ In re Chapter 11 Case No.  
§ **MOTORS LIQUIDATION COMPANY, et al.,** 09-50026 (REG)  
§ **f/k/a/ General Motors Corp., et al.**  
**Debtors,**

I hereby duly notice Carrienne Basler, d/b/a CARRIANNE BASLER, VICE PRESIDENT MOTOR LIQUIDATION COMPANY/f/k/a GENERAL MOTORS CORPORATION, with my instrument, above and herein titled, concerning REJECTION of the settlement offer and waiver of tort of the private injury claim.

**Carrienne Basler, d/b/a CARRIANNE BASLER, VICE PRESIDENT MOTOR LIQUIDATION COMPANY,**  
I, hereby accept your private and commercial oath of office and the commercial oaths of those you represent, including but not limited to all contracts to sell, market, and provide commercial products made for a specific purpose without causing injury to a private person utilizing said products.

**Further, I hereby and herein claim my right to common law jurisdiction and refuse statutory jurisdiction.**

The following "Verified Declaration in the nature of an Affidavit of Truth in Commerce, Rejection of Settlement Offer and Contract for Waiver of Tort" is made explicitly under reserve and without recourse

In the matter of: The fiction(s) known as "MOTOR LIQUIDATION COMPANY and GENERAL MOTORS CORPORATION", and any and all derivatives thereof, and actions public and private of any and all employees, servants or agents

Being duly noticed on the public record at the county of Suffolk, Massachusetts also duly filed in the United States Bankruptcy Court Southern District of New York, for the world to see

I, me, Principal: Barry-Henry: Spencer Junior, sovereign, the undersigned, a man born on the soil of Massachusetts, and the posterity of my ancestors, hereinafter referred to as "I", or "me", or "my", or "myself", hereby declare, proclaim, say and state, in good faith and with clean hands, the following:

I am a man of full age and understanding, and I live on the soil of Massachusetts over a republican form of government. I am competent to state the matters set forth herein. I have personal knowledge of the facts stated herein, and the facts stated herein are done so under penalty of perjury by the Laws of God, my Creator, and by the laws of the United States of America, a republic, and by the laws of Massachusetts and New York, sovereign

Verified Declaration in the nature of  
an Affidavit of Truth in Commerce,  
Rejection of the Settlement and  
Contract for Waiver of Tort

state(s) within the union of states. All of the facts stated herein are true, correct, complete, certain and not misleading, admissible as evidence, and if testifying, I shall so state.

A matter must be expressed to be resolved. In commerce, truth is sovereign. Truth is expressed in the form of an Affidavit. An unrefuted Affidavit stands as Truth in commerce. An unrefuted Affidavit becomes the judgment in commerce. An Affidavit of Truth, under commercial law, can only be satisfied: (1) by a rebuttal Affidavit of truth, or (2) by payment, or (3) by agreement, or (4) by resolution by a jury with twelve justices according to the rules of common law. The following Verified Declaration is an instrument in commerce. Commerce operates in truth. Demand for truth is made of all parties for full disclosure. I am expressing truth by the following Verified Declaration.

WHEREAS an unrefuted declaration, noticed on the public record, is the highest form of evidence, I am, by declaration on the public record, hereby and herein giving seasonable and timely **notice**, establishing **factual evidence**, and establishing **ESTOPPEL** in order of protecting my unalienable **RIGHTS** and my private property, for private use, relative to attacks by parties having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH**.

#### Plain Statement of Facts

1. Fact: The person(s) known as "MOTOR LIQUIDATION CORPORATION and both prior and newly formed GENERAL MOTORS CORPORATION " also UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK, and any and all derivatives thereof, is a fiction, hereinafter referred to as "Fiction", being without form or substance. Any harmful, malicious, or injurious acts towards any natural born body, living or dead, is being purposely committed in commercial fraud by said acts, thus, causing Genocide on We the People by the Government Officials and Agents of the Commercial Corporation and Commercial Courts for the purpose of disfranchising We the People from our Life, Liberty and Property. This commercial fraud by Officials and Agents of the Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION and newly formed GENERAL MOTORS" also UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK, and any and all derivatives thereof including but not limited to these public Fiction, its employees, servants and agents is being committed for their self-enrichment by creating and using a fiction outside the authority of law and our courts of original jurisdiction.
2. Fact: I am hereby and herewith claiming a security interest on the Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION, or, newly formed GENERAL MOTORS" and/or Government Corporations, Courts also Agencies, and any and all derivatives thereof including but not limited to the public Fiction, its employees, servants and agents, nunc pro tunc to the date of July 11, 2003, when the Fiction(s) were operating in the stream of commerce. Said Fiction(s) are now DEBTORS to the PRINCIPAL, dating back to July 11, 2003, the date the Fiction(s) were operating as the former General Motor Corporation, then as of June 1, 2009 when bankruptcy was filed its name was changed to MOTOR LIQUIDATION CORPORATION, and as of September 15, 2010 newly formed GENERAL MOTORS CORPORATION, per violation of their private and public commercial contracts, policy, rules, regulations and public statutes.
3. Fact: My Private-claim via UCC-1 Financing Statement filed with Massachusetts Secretary of the Commonwealth of Massachusetts, Upon the Public Corporation Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION and newly formed GENERAL MOTORS", and any and all derivatives thereof including but not limited to the public Fiction, its employees, servants and agents and the United States Bankruptcy Court for the Southern District of New York, also Bonding of the Fiction(s), and any and all derivatives thereof and employee, servants and agents thereof, perfects my security interest in the Fiction(s). The Fiction(s), the United States Bankruptcy Court Southern District of New York chapter 11 Case No 09-50026 (REG) and the Security Exchange Commission Registration of the New General Motors Corporation, including but not limited to all servants, agents and employees are my private property and are registered by contract with me, nunc pro tunc to the date the Fiction(s) caused the Principal Private and Commercial Injuries and my Private claim of the Fiction(s) by this Verified Declaration under original common law jurisdiction for one-hundred (100) years and, as such, is the private property of me, the secured party, for the protection of my estate, my life and my liberty.
4. Fact: Carrienne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, and me, the Secured Party/Creditor under threats, coercion and intimidation had no choice but to, attempt to work out a Settlement of the commercial private and public claims **Proof of claim No. 64658** and

Verified Declaration in the nature of  
an Affidavit of Truth in Commerce,  
Rejection of the Settlement and  
Contract for Waiver of Tort

**64659**, where the Fictions/Debtors offered under subtle threats, coercion and intimidation, a Stipulation and Settlement **Resolving Claim No 64658**, with an allowed claim of \$200,000.00, however, the allowed claim has no value and the Market created for the Allowed Claims, are only offering cash payout at a rate of 20 – 25%, thus, undermining the value of the claim of 200,000.00 to between \$42,000.00 and \$52,000.00. The second **Proof of Claim 64659** was to be dismissed. Nor under the Fictions' Settlement Statement, does it define the Equity in the New GM as being stable, when the Market will determine the Value. The Secured Party/Creditors' surviving claim(s) are based upon Bodily injuries first, not subjected to Tax, and forced into this settlement will usurp his wealth, and estate and secondly, on deceitful and unfair business practices .

5. Fact: Carrienne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH**, knowing that the value assigned to the allowed claim was to be undermined, thus, caused further injury to the secured party, in fulfillment of other contractual obligations several years over due based upon the unnecessary litigation.

6. Fact: In all proceeding with Carrienne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, also all servants and agents there seems to be a one sided view, as if the Fiction's, employees, agents, or servants assessment and views are and can only be correct in settlement or closure of their debt with this Creditor/Secured Party, thus, all of the concern's of this secured party have been ignored and disregarded, without justification resulting in forced offers of contract, based upon subtle coercion, intimidation and threats, by way of declining to answer correspond or contract in a timely manner, until the secured party with all rights reserved had to agree with Carrienne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession or another employee, agent or servant in order to move forward in any and all issues of merit.

7. Fact: The Secured party has two claims involving the Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION and newly formed GENERAL MOTORS", **Claim Number(s) 64658 and 64659** regarding Private Bodily Injury, breach of private and public contracts and unfair and deceitful business conduct in prior dealings, however, it is alleged both Claims are redundant or duplicate, so all prior and present unfair and deceitful business practice should be separate in the latter **Claim Number 64659**.

8. Fact: Based upon the recent acts of the Fiction(s) having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH**, the first **Claim No. 64658**, will now return to the original agreed upon sum **Capping Amount \$9,000,000.00** and the **ADR Process** will proceed, or, All issue of merit will proceed to a common law jury for fact and law.

9. Fact: Based upon the recent acts of the Fiction(s) having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH**, the second **Claim No. 64659**, will now carry a secured non-De Minimis Settlement Amount, original value Filed Amount of \$794, 500,000.00, reduced to \$30,000,000.00, in order to resolve the issues in the **ADR Proceedings**.

10. Fact: Now in **GOOD FAITH** Carrienne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, also all servants and agents can **HONOR** an **Allowed Claim** for \$2,000,000.00, that will equal out to the **prior Allowed Claim Amount**, the Principal and Ms Basler, Vice President of Motor Liquidation Corporation agreed upon; notably, the value of the Allowed claim is based upon the GM-Motor Liquidation Corporations' Insurance Bonds' which is presently fluctuating between \$30 and \$35, and the equity value of the allowed claims are at a lower rate.

10. Fact: Use by Any and All Fiction(s) Government or Public Corporation on any document associated in any manor with me, the secured party, or my estate, without my prior, written consent, is strictly forbidden and is chargeable to each issuer or user or others in the amount of the sum certain of **U. S. Dollars one-thousand, in specie silver coin of the United States of America**, per issuer and per user per Fiction. This includes any and all claims pertaining to the Fiction(s) dating back to the date of its creation.

11. Fact: Use by Any and All Fiction(s) Government or Public Corporation for the intent of gains, for the issuers or for the users or for others, of any of my unalienable RIGHTS, my private property or any part of my estate, without

full disclosure and without my prior, written consent, is strictly forbidden and is chargeable to each of the issuers and users and others in the amount of the sum certain of **U. S. Dollars one-million, in specie silver coin of the United States of America**, per use per Fiction, including any past, present or future use. This includes any and all claims pertaining to the Fiction(s) dating back to the date of its creation.

12. Fact: Use of the Fiction(s) on any document associated in any manor with me, the secured party, or my estate, without my prior, written consent, is all of the evidence required for enforcement of this agreement/contract, and evidence that any and all issuers, users and others are in full agreement and have accepted this agreement/contract under the condition and terms so stated and set forth herein, and is due and payable under the terms and conditions set forth herein this agreement/contract.

I hereby verify that an original for the foregoing instrument entitled, "Verified Declaration in the nature of an Affidavit of Truth in Commerce, Rejection of the Settlement and Contract for Waiver of Tort", is being duly recorded with the recorder of the county at the county of Suffolk, Massachusetts and the United States Bankruptcy Court Southern District of New York chapter 11 Case No 09-50026 (REG). **Notice to the principal is notice to the agent. Notice to the agent is notice to the principal.** Notice of my Private Claim for Vitiating of the Settlement claim, Rejection of the Settlement Offer under the pretense of the Fiction(s) having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH** of the Fiction(s) is nunc pro tunc to the date the Fiction(s) were created. Notice of my Private Claims and copyright is applicable for (1) any and all parties, including any and all competent witnesses, making any claims against the Fiction(s), nunc pro tunc to the date of its creation, (2) the criminal or civil taking and/or destruction of my private property by agents of a criminal racketeering cartel, by their acts of dolus malus, in commercial fraud, and (3) any violations of my unalienable RIGHTS given me by God, my Creator and the Lord of heaven and earth. The foregoing Verified Declaration is the intellectual, private property of Barry-Henry: Spencer Junior, a sovereign, secured by a common law, and common law copyright duly noticed on the public record, and cannot be used in any form without my prior, expressed, written consent.

**Any response for the foregoing Verified Declaration is required of being made within ten (10) calendar days of posting in written, controverted, counter-affidavit form, signed under penalty of perjury, before a Notary Public, using your Christian name**, controverting and overcoming each and every point of foregoing Verified Declaration, proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law and not merely the ultimate facts or conclusions of law, that the foregoing Verified Declaration is substantially and materially false sufficient for changing my status, and the Fiction's status, as well as my factual declarations. Any rebuttal must be sent for me, at the temporary mailing location shown below, with return receipt. Any request for additional time for responding for the foregoing Verified Declaration is required for being submitted in written form within the above stated ten (10) calendar days of posting, sent for me, at the temporary mailing location shown below, with return receipt.

**Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact as a matter of law**, and the foregoing Verified Declaration of Truth will stand as final judgment in this matter, as well as for the sum certain herein stated, and will be in full force and effect against all parties, due and payable and enforceable by law. The criminal penalties for commercial fraud must be determined by jury by the common law, but the monetary value is set by me for violation of my unalienable RIGHTS, in the amount of a sum certain stated herein, and will be due and payable on the thirty-first day or any day thereafter as use occurs after posting of the foregoing Verified Declaration by me on the public record at the county of Suffolk and/or the United States Bankruptcy Court Southern District of New York chapter 11. Case No 09-50026 (REG).

**This document serves as Notice of Fault**, in the event the Fiction(s) **MOTOR LIQUIDATION CORPORATION** and both formerly and newly formed **GENERAL MOTORS CORPORATION** ", and any and all derivatives thereof, and Carianne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, also all servants and agents fail to timely respond.

**Notice of Default shall be issued no sooner than three (3) days after Notice of Fault.** Default is final three (3) days after Notice of Fault is issued. Default comprises Fiction(s) stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct and fully binding on all parties, thus, consent is jointly and severally to be named as defendant(s) in various actions, administrative and judicial.

Upon Default, all matters are settled res judicata and stare decisis.

Default comprises estoppels of all actions, administrative, and judicial, the Fiction(s) may assert against the Principal, Creditor/ Secured Party.

Verification: I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed, at arm's length, on the 21 th day of September the 9 th month in the year of our Lord, two-thousand ten at the county of Suffolk, nunc pro tunc to the date of the creation of the Fiction(s).

By: Barry Dennis Jones Seal  
By: me, addressee: John William, family of Doe,  
Sovereign, a living soul born on  
Massachusetts soil  
c/o [352 Walnut Ave  
in Roxbury near 02109]

Witness: By: Faruqon Williams

Witness: By: Ann Spencer

Authentication

§ United States of America, a republic  
SS. § Massachusetts, a state within the  
Union of states  
§

Having witnessed the signing and sealing of the foregoing Verified Declaration, I place my hand and seal hereon as an authentic act as a Notary Public, on this the 21 th day of the 9 th month in the year of Our Lord, two-thousand, 10, at the county of Suffolk.

By: Abraham Sillah  
Notary Public

11/29/2010  
Abraham Sillah  
NOTARY PUBLIC  
My commission expires 11/29/2010

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

In re

Chapter 11 Case #  
**09-50026 (REG)**

MOTORS LIQUIDATION COMPANY, et al.,  
f/k/a General Motors Corp., et al.,

**(Jointly Administrated)**

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**Barry-Henry: Spencer Junior, Third Party Plaintiff**      **IN ADMIRALTY**

Vs.

GENERAL MOTORS, MOTOR LIQUIDATION COMPANY,  
CARRIANNE BASLER, JOSEPH SMOLINSKY, PABLO FALABELLA,  
NICK S. CYPRUS, DAN AKERSON, UNKNOWN INSURERS, WEIL, GOSHAL & MANGES,  
ANY AND ALL UNKNOWN PARTIES,  
Third Party Defendants

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**AFFIDAVIT OF NEGATIVE AVERMENT, OPPORTUNITY TO CURE, AND COUNTERCLAIM**

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Comes now Barry-Henry: Spencer Junior, Third Party Plaintiff, by optional special visitation and not appearing generally, before this court seeking a remedy in Admiralty as is provided by "The Saving to the Suitors Clause" at USC 28 -1333(1), . I am standing in my unlimited commercial liability as a Secured Party Creditor and request that the Third Party Defendants do the same, and waive all of their immunities. I respectfully request the indulgence of this court as I am not schooled in law. This is provided by the precedent set by Haines vs. Kerner at 404 U.S. 519. This is based upon Suits and Admiralty act, Title 46, section 740, Suits in Admiralty, Title 46, section 781, Public Vessel Act, Title 46, Extension Act, and Expatriation via. UCC-1 Financing Statement and additional Statute Staple Documents of Political Status found in the Public Record of the Secretary of the State of MASSACHUSETTS, William Francis Galvin, at **Secured Transaction Number - 200972913140, International Registered Private Tracking Number - RE 011 - 42 -963**. The District Court holds Original Jurisdiction under Title, section 1333, to hear the subject matter.

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AS TO COUNT 1: I, Barry-Henry: Spencer Junior, the Third Party Plaintiff, Secured Party Creditor, a Natural man, created by God, Demand that the ( Third Party Defendants) produce their Proof of Claim of Settlement for the Outstanding Billing Assessment . I demand to inspect the "Original Insurance Notes or Bonds for the Spencer Designated Claims 64658 (\$794,500,000.00) and 64659 (\$794,500,000.00) amount", "Original Capping Insurance Note or Bond, Agreed upon for claim 64658 -\$9,000,000.00" and the "Original Settlement Insurance Note or Bond for \$200,000.00", the agreed upon with wet ink signatures, along with the Title Page that shows whether or not the settlement, or payment has been satisfied. I believe that Motor Liquidation Company, General Motors, or any Insurance Holder has sold the original note and failed to give credit to my account. This note was created on my credit, and signature, or underwriting and was not an asset of Motor Liquidation Company, General Motors, Any John Doe

Insurance Holder or Bank. I believe the Third party defendants have not been damaged and have no legal right to not satisfy a debt collection claim based upon Bankruptcy. As you well know, Proof of Claim must be established by law. Only the Original Insurance Notes and Settlement proof will be accepted as proof of claim. If the Third Party Defendants have the original insurance notes let them bring it forth and offer their Proof of Claim for my inspection. I believe the Third Party Defendants DO NOT have lawful Proof of Claim and there is no evidence to the contrary. This is Dishonor in commerce, Theft, Fraud, Conspiracy, and Racketeering.

AS TO COUNT 2: I, Barry-Henry: Spencer Junior under threats, coercion and intimidation of debt, poverty and subtle recalcitrant acts of General Motors, Motor Liquidation Company and their subdivisions, agents and employees have been injured several times, associated with the debt General Motors and Motor Liquidation Company refused to pay to settle this debt. Motor Liquidation Company and General Motors has chosen to dishonor, by deceit and unfair business practice, and not provide a lawful Note of full value for the Proof of Claims, the Capping amount and/or Agreed Settlement Offer and has refused to zero the account with me. Lawful Money no longer is available for payment of debt in our economic system. Notes are considered as Legal Tender for debts, according to the Code. This is a Dishonor in Commerce, Fraud, Theft of Private Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 3: I, Barry-Henry: Spencer Junior under threats, coercion and intimidation of debt, poverty and subtle recalcitrant acts of General Motors, Motor Liquidation Company and their subdivisions, agents and employees have been injured due to the value of the ALLEGED SETTLEMENT of \$200,000.00 carrying a value of only 20-25%, thus, only having a \$42,000.00 to \$52,000.00 value. Due to the deceit, fraud, theft of private funds I, Barry-Henry: Spencer Junior, under **fair debt collection** withdrawn the settlement agreement and moved to Cash in the Allowed Claim for as much as possible to settle all private debt that has occurred since the accident and the several tedious years of litigation in the state of Massachusetts and now the Federal Admiralty Courts.

AS TO COUNT 4: I, Barry-Henry: Spencer Junior under threats, coercion and intimidation of debt, poverty and subtle recalcitrant acts of General Motors, Motor Liquidation Company and their subdivisions, agents and employees, also his private creditors who have placed liens upon his private property for private use and public property, has caused this Creditor substantial injury, and therefore, he had to move to acquire any and all funds even by liquidation of, or, attempt to liquidate the Allowed Claim-Stipulation and Settlement Resolving Claim No. 64658 & 64659, after filing a **UCC-1 Financing Statement upon GENERAL MOTORS and MOTOR LIQUIDATION COMPANY in Massachusetts and Verified Declaration in the Nature of an Affidavit of Truth in Commerce, Rejection of the Settlement Offer and Contract for Waiver of Tort**, this was sent Certified mail September 22, 2010, and neither Motor Liquidation Company or General Motors Responded, thus, agreeing with the Offer to Contract that voided the prior agreement based upon **Deceit, Commercial Fraud, Conspiracy and Barratry. This contract changed the Allowed Claim amount to \$39,000,000.00.** I believe that GENERAL MOTORS and MOTOR LIQUIDATION COMPANY is undermining, under valuing claims and using subtle threats, coercion and intimidation to prolong the settlement process, hence, stealing publicly and privately from its creditors.

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### OPPORTUNITY TO CURE

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The Third Party Defendants have 14 calendar days to cure their Dishonor by the following:

1. Dismiss any and all claims against the Third Party Plaintiff, with prejudice and pay the Third Party Plaintiff \$39,00,000.00 (Thirty-nine Million US dollars) as is designated in the counterclaim herein, OR,
2. Pay all damages as indicated by the counterclaim contained herein with Real Money, Surrender any and all Public Hazard Bonds, other Bonds, Insurance Policies, 801K, CAFRA Funds, etc. as needed to satisfy counterclaim herein, OR,
3. Prove your claims with me have been settled by providing me with lawfully documented evidence that is certified true and correct, by (Officers of the Court), in their unlimited commercial liability, while Under Oath, On and For the Official Record, under penalties of the law including Perjury. This evidence must prove your case by preponderance or the greater weight of evidence and must answer each and every averment, Point by Point individually. If any and all points are not answered fully and accompanied by lawfully documented evidence, as provided herein, that will be Default on the part of the Third Party defendants. Non Response according to the conditions herein will be default. Incomplete answers and/ or lack of documented evidence as outlined herein will be Default. If the Third Party Defendants fail to respond as outlined herein, within 14 calendar days, this will be Default. Non Response will be a Self Executing Confession of Judgment by all Third Party Defendants, and will be complete agreement with all the statements, terms, and conditions of this contract. This is a contract in Admiralty. Any officer of the court that interferes or involves himself/herself with this claim will be added to this claim and become a Third Party Defendant. All Third Party Defendants are jointly and severally liable for this claim.

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### COUNTERCLAIM

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THE FOLLOWING DAMAGES HAVE BEEN ASESSED AGAINST YOU SHOULD YOU FAIL TO MEET THE REQUIREMENTS AS PROVIDED IN THE OPPORTUNITY TO CURE CONTAINED HEREIN:

1. Failure to provide legal tender to settle both claims upon which relief for the Creditor can be granted \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
2. Failure to respond as outlined herein \$1,000,000.00 (One Million US Dollars.) per count Per Third Party Defendant.
3. Default by non response or incomplete response \$1,000,000.00 (One Million Dollars) per count Per Third Party Defendant.
4. Dishonor In Commerce - \$1,000,000.00 (One Million Dollars) per count per Third Party Defendant.
5. Fraud - \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
6. Racketeering - \$1,000,000.00 (One Million US Dollars) per count per Third Party Defendant.
7. Theft of Public/Private Funds -\$1,000,000.00 (One Million US Dollars) per count per Third Party Defendant.
8. Failure to pay Counterclaim in full within (30) Thirty Calendar Days of Default as contained herein. \$1,000,000.00 (One Million US Dollars), per month, and interest of 1.5 % per month compounded daily for the first (30) Thirty Days from the date of default. After (30) Thirty Days beginning on the (31<sup>st</sup>) Thirty first Day after Default, the penalties for Failure to pay will increase by \$100,000.00 (One Hundred Thousand Us Dollars Per Day) for each calendar day that this counterclaim is not paid in full, plus interest. After (90) calendar days of the date of

Default, the penalties for Failure to Pay Counterclaim will increase by \$1,000,000.00 (One Million US Dollars) per calendar day, that the Counterclaim is not paid in full, plus interest as indicated herein.

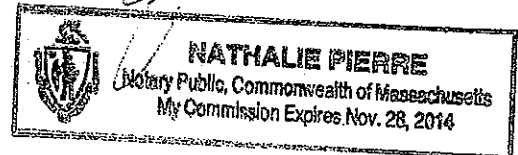
9. All Claims are stated in US Dollars which means that a US Dollar will be defined, for the purposes of this counterclaim as, a One Ounce Silver coin of .999 pure silver, or the equivalent par value as established by law or the exchange rate as set by the US Mint, whichever is the higher amount, for a certified One Ounce Silver Coin (US Silver Dollar) at the time of the first day of default as outlined herein, if the claim is to be paid in Federal Reserve Notes, Federal Reserve notes will only be accepted at Par Value as indicated above.
10. Total damages will be assessed as the total amount of the damages as outlined herein times three (3) for a total of all damages as outlined in items 1-5 added to three (3) times the damages, for punitive, or other additional damages.

*Barry-Henry Spender, Jr.*

Barry-Henry Spender, Jr.,  
Secured Party Creditor

Date: 10-18-2010

10/18/2010



## Durable Power of Attorney

I, Barry Spencer, of Roxbury, Massachusetts, hereby appoint

Ann Spencer Purcell, of Roxbury, MA, to by my

attorney-in-fact and agent, with full power to act for me and in my name, to do any lawful act whatsoever that I may or can do in person. This power of attorney shall not be affected by my subsequent disability or incapacity. All actions must be approved by Me, Barry-Henry: Spencer, Junior.

Without limiting the generality of the foregoing broad power I expressly authorize my said attorney: to manage, control, invest and reinvest my present and future property ("property" here and elsewhere in this instrument meaning money, stocks, bonds, papers, and any kind of intangible or tangible personal or real property, claims, rights, or powers); to draw, make or endorse checks, notes, drafts, or instruments for the payment of money; to give orders for payment of dividends or interest; to collect money and receive property for me or anything due me, and to give receipts and releases therefore; to pay and discharge debts or liabilities and make donations; to borrow money; to pay or deposit money or property to or with any bank, broker, firm, to have access to any safe deposit box and to place in it or take from it any property; to sell, exchange, lease, encumber or otherwise dispose of, acquire, and deal with any property; to deposit property with any committee or depository, and to pay expenses and assessments in connection therewith; to take part in the reorganization or adjustment of any concern in whose securities I may be interested and to assent to any plan therefore; to vote or otherwise consent to any corporate or collective action in respect of shares, bonds or securities, and to grant proxies therefore to others, whether discretionary or not and with power of substitution or not; to take out insurance of any kind, pay premiums and exercise rights under insurance policies and prove and settle insurance claims; to represent me, and to authorize another or others to represent me, before any federal, state or municipal board, tribunal, agency or official; to sue upon, defend, compromise, arbitrate or adjust any claims by or against me or any controversies in connection with any matters in which I may be concerned, in court or elsewhere; to receive, endorse and collect the proceeds of checks drawn upon the Treasurer of the United States; to represent me in any in connection with any estate, will or trust in which I am now or hereafter become interested; to consent, approve, contest or settle acts or accounts of the executors, administrators or trustees of any estate or trust, and to give them receipts or releases and deal with them in any way; to make contracts or agreements; to execute and deliver and, if desired, to acknowledge and make oath to, transfers, contracts, agreements, assents, releases, deeds, leases and instruments, sealed or unsealed; to employ counsel, attorneys and agents; to request, receive, examine, correct or petition to correct any of my medical, psychiatric or psychological record information or my criminal offender record information, to do any one or more or all of the foregoing at discretion and from time to time; and generally to act as fully and effectually as I might do if personally present.

And I hereby covenant and agree with my attorney and with all persons dealing with him/her on the faith of this power of attorney, that I will, and my heirs, executors and administrators shall, confirm all acts purported to be done on my behalf by my attorney, in good faith and without conclusive proof of my death or of the termination of this power of attorney; and will and shall indemnify and save harmless my attorney (as also all persons dealing with my attorney) for and from any loss, cost or liability caused by such acts or by any lack of insufficiency of authority of my attorney in respect thereto.

Witness my hand and seal this 7 day of April, 2011.

BARRY HENRY SPENCER JUNIOR  
(Signature)

#### Acknowledgement

On this 7<sup>TH</sup> day of APRIL, 2011, before me personally appeared BARRY SPENCER to me known to be the personal described in and who executed the foregoing instrument, and acknowledged that (s) he executed the same as a free act and deed.

[Notarial Seal]

Kurt W. Eichner  
Notary Public



**Kurt W. Eichner**  
**Notary Public**  
**Commonwealth of Massachusetts**  
**My Commission Expires**  
**July 14, 2017**

Motor Liquidation Company GUC TRUST  
WILMINGTON TRUST COMPANY  
RODNEY SQUARE NORTH  
1110 North Market Street  
Wilmington, DELAWARE 19890-1615

RE: REJECTION OF EXECUTORY STIPULATION AND SETTLEMENT RESOLVING  
CLAIM NO. [ 646458 & 64659 ]

Dear MLC, Trust Administrator, Court Justice Whom ever is hereby  
Noticed by this document;


I am writing to reinstate the process of ADR Procedures established  
in the order pursuant to 11 U.S.C. § 105(a) and General Order M-390  
Authorizing Implementation of Alternative Dispute Procedures, including  
mandatory mediation ("ADR Procedures") [Docket No. 5037] entered by the  
United States Bankruptcy Court for the Southern District of New York  
on February 23, 2010, due to the New Proof of Claim Rejection Settlement.

I give you premission to negoate with my Brother Sylvester-Richard:  
Spencer, or My Mother Ann Spencer-Purcell, or their representative for  
me, on my behalf. They May Close out the Claims 64658 and 64659 under  
my instruction by power of attorney.

Thank you for your assistance in these matters and I await to hear  
from this office so we can close the escrow, of the Debtor.

By:  
Barry-Henry: Spencer, Junior

Kurt W. Eichner  
Notary

COMMONWEALTH OF MASSACHUSETTS	
BARRY SPENCER	
personally appeared before me, the undersigned notary public, and proved to me his/her identity through satisfactory evidence, which were <u>INMATE ID</u> to be the person	
whose name is signed on the preceding or attached document in my presence on this <u>5</u> day of <u>MAY</u> <u>2011</u>	
	<u>Kurt W. Eichner</u> Kurt W. Eichner, Notary Public My Commission Expires July 14, 2017

cc Bankruptcy Court of Southern District of New York  
Motor Liquidation Corporation  
The Garden Group, Inc.  
Sylvester Richard: Spencer P.O. Box 191128, Roxbury, MA 02119