

United States Bankruptcy Court

Southern District of New York

In re Motors Liquidation Company (f/k/a General Motors Corporation), Case No. 09-50026

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Jefferies Leveraged Credit Products, LLC

Name of Transferee

Name and Address where notices to transferee should be sent:

Jefferies Leveraged Credit Products, LLC
One Station Place
Three North
Stamford, Connecticut 06902

Phone: (203) 363-8251
Last Four Digits of Acct #:

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

Jefferies & Co., Inc.
Harborside Financial Center
34 Exchange Place
Plaza III – Suite 705
Jersey City, NJ 07311
Attention Anna LoPiccolo

Phone: (201) 761-7656
Last Four Digits of Acct #:

Edscha Roof Systems Mexico SA de CV

Name of Transferor

Edscha Roof Systems Mexico SA de CV
622 Bay Pointe Drive
Oxford, MI 48371

Court Claim # (if known): 1610
Amount of Claim: \$9,207,577.61
Date Claim Filed: 9/28/2009

Phone:
Last Four Digits of Acct #:

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/Robert K. Minkoff
Transferee/Transferee's Agent

Date: 9/26/2011

EVIDENCE OF TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Edscha Roof Systems Mexico SA de CV ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigned to Jefferies Leveraged Credit Products, LLC ("Assignee") all of its right, title, interest, claims and causes of action in and to, or arising under or in connection with, its claim (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code) in the amount of \$9,207,577.61 against Motors Liquidation Company (f/k/a General Motors Corporation) (the "Debtor"), Chapter 11 Case No. 09-50026, United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and any and all proofs of claim filed by Assignor with the Bankruptcy Court in respect of the foregoing claim.

Assignor hereby waives any objection to the transfer of the claim to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the foregoing claim and recognizing the Assignee as the sole owner and holder of the claim. Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the claim, and all payments or distributions of money or property in respect of the claim, shall be delivered or made to the Assignee.

EVIDENCIA DE LA TRANSFERENCIA DEL RECLAMO

PARA: EL DEUDOR Y EL TRIBUNAL DE BANCARROTA

Por valor recibido, cuya suficiencia se reconoce en el presente, Edscha Roof Systems Mexico, S.A. de C.V. ("el cesionista") vende, transfiere y cede de manera incondicional e irrevocable a Jefferies Leveraged Credit Products, LLC ("el cesionario") todos sus derechos, títulos, intereses, reclamaciones y causas de acción en y para, o que surja bajo o en relación con, su reclamación (según se define dicho término en la Sección 101(5) del Código de Quiebra de EE. UU.) por un monto de USD 9,207,577.61 contra Motors Liquidation Company (anteriormente conocida como General Motors Corporation) ("el deudor"), No. de Caso 11 09-50026, Capítulo 11, Tribunal de Quiebras de los Estados Unidos del Distrito Sur de Nueva York ("el tribunal de quiebras"), así como cualquier prueba de la reclamación presentada por el cesionista ante el tribunal de quiebra con respecto a la reclamación mencionada.

El cesionista renuncia a toda objeción con respecto a la transferencia de la reclamación al cesionario registrada en los libros y registros del deudor y el tribunal de quiebras, y renuncia en el grado máximo permitido por la ley a cualquier aviso o derecho a una audiencia que establezca con la Regla 3001 de las Reglas Federales del Procedimiento de Quiebra, el Código de Quiebras, las reglas de quiebra locales aplicables o las leyes aplicables. El cesionista reconoce y entiende, y estipula por medio del presente, que podrá dictarse cualquier una orden del tribunal de quiebras sin necesidad de dar aviso al cesionista que transfiere al cesionario la reclamación anterior y que reconoce al cesionario como el único dueño y propietario de la reclamación. Además el cesionista le informa al deudor, el tribunal de quiebras y a



cualquier otra parte interesada que todos los avisos adicionales relacionados con la reclamación, y todos los pagos y distribuciones de dinero y propiedad en relación con la misma, deberán ser entregados o realizados al cesionario.

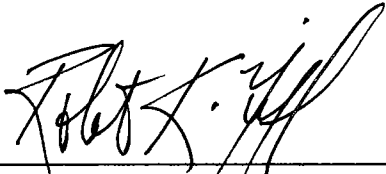
IN WITNESS WHEREOF, THE EVIDENCE OF TRANSFER OF CLAIM IS EXECUTED THIS ____ DAY OF _____, 2011.



BY: Edscha Roof Systems Mexico SA de CV

NAME: CARLOS A. GONZALEZ L.

TITLE: PLANT. MANAGER.



By: Jefferies Leveraged Credit Products, LLC

Name: Robert Minkoff

Title: Managing Director

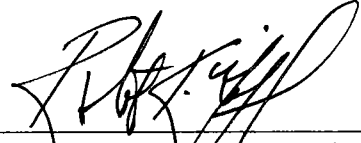
EN FE DE LO CUAL, LA EVIDENCIA DE LA TRANSFERENCIA DE LA RECLAMACIÓN SE EJECUTA EL ____ DE _____ DE 2011.



POR: Edscha Roof Systems Mexico, S.A. de C.V.

NOMBRE: CARLOS A. GONZALEZ L.

CARGO: GERENTE DE PLANTA.



POR: Jefferies Leveraged Credit Products, LLC

Nombre: Robert Minkoff

Cargo: Managing Director