

Hearing Date and Time: January 14, 2010 at 9:30 a.m. (Eastern Time)
Response Deadline: January 7, 2010 at 4:00 p.m. (Eastern Time)

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Attorneys for Liberty Mutual Insurance Company

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

| | | |
|-------------------------------------|---|------------------------|
| -----X | | |
| In re | : | Chapter 11 Case No. |
| | : | |
| MOTORS LIQUIDATION COMPANY, et al., | : | 09-50026 (REG) |
| f/k/a General Motors Corp. et al. | : | |
| | : | |
| Debtors. | : | (Jointly Administered) |
| | : | |
| -----X | | |

**RESPONSE OF LIBERTY MUTUAL INSURANCE COMPANY
TO DEBTORS' THIRD OMNIBUS OBJECTION TO CLAIMS**

Liberty Mutual Insurance Company ("Liberty"), responds in opposition to Debtors' Third Omnibus Objection to Claims ("Debtors' Objection") which seeks to disallow and expunge certain claims. Debtors' request for entry of an order disallowing and expunging Claim Number 20950 should be denied. Debtors incorrectly argue that

Liberty's Claim No. 20950 and Claim No. 20947 were filed against the same Debtor entity, Motors Liquidation Company. A review of those Claims show that they were properly filed against separate Debtors, MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) and Motors Liquidation Company (f/k/a General Motors Corporation), respectively. Debtors' Objection as to Liberty's claims should be denied. In support of this Response, Liberty respectfully represents:

1. The Debtors seek to disallow and expunge Liberty's Claim Number 20950 (See Debtors' Objection, Exhibit "A", p. 17). The sole basis for Debtors' objection to Claim Number 20950 is that it allegedly is duplicative of Liberty's Claim Number 20947, which Debtors' characterize as the "Surviving Claim." (See Debtors' Objection, Exhibit "A", p. 17). The Debtors incorrectly state that "the Duplicate Claims are filed by the same claimants against the same Debtors ... on account of the same obligations as the corresponding Surviving Claims". (See Debtors' Objection, p. 3, ¶8). This conclusion is untrue as applied to Liberty's Claim Number 20950.

2. On November 6, 2009, Liberty properly filed proofs of claims against the Debtor entities including Liberty's Claim Number 20947 against Debtor Motors Liquidation Company (f/k/a General Motors Corporation) (see Liberty Proof of Claim filed as 20947, attached hereto as Exhibit "A") and Liberty's Claim Number 20950 against debtor MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) (see Liberty Proof of Claim filed as 20950, attached hereto as Exhibit "B"). A review of the actual Proofs of Claims numbered 20947 and 20950 show that they were properly filed against two separate Debtors. These two Claims are not "Duplicate Claims" filed "against the same Debtors" as represented by Debtors and, therefore, cannot be

disallowed and expunged without improperly impairing Liberty's substantive rights against the debtor MLCS Distribution Corporation. Accordingly, Debtors' Objection, as it relates to Liberty's Claim Numbers 20947 and 20950, should be denied.

WHEREFORE, Liberty Mutual Insurance Company prays that this Honorable Court deny Debtors' Third Omnibus Objection to Claims as it relates to Liberty's Claim Numbers 20950 and 20947, and for such other and further relief as it deems just and proper.

Dated: Jericho, New York
January 7, 2010

/s/ Mark S. Gamell
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and

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Counsel for Liberty Mutual
Insurance Company

Exhibit A

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK



PROOF OF CLAIM

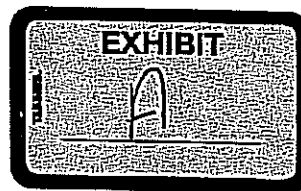
Name of Debtor (Check Only One)

- Motors Liquidation Company (f/k/a General Motors Corporation)
- MLCS, LLC (f/k/a Saturn, LLC)
- MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
- MLC of Harlem, Inc (f/k/a Chevrolet Saturn of Harlem, Inc)

Case No

- 09-50026 (REG)
- 09-50027 (REG)
- 09-50028 (REG)
- 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): **LIBERTY MUTUAL INSURANCE COMPANY**

Name and address where notices should be sent:
c/o Grace Winkler Cranley
Leo & Weber, P C
One N LaSalle Street, Ste 3600
Chicago, IL 60602

Telephone number: 312/857-0910
Email Address: gcranley@leoweber.com

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

Court Claim Number _____
(If known)

Filed on _____

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

FILED - 20947
MOTORS LIQUIDATION COMPANY
F/K/A GENERAL MOTORS CORP
SDNY # 09-50026 (REG)

Telephone number

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.

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.

1 Amount of Claim as of Date Case Filed, June 1, 2009: \$10,618,029 contingent/

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.

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: Contract Indemnity
(See instruction #2 on reverse side)

3 Last four digits of any number by which creditor identifies debtor: _____

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.

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

Value of Property: \$25,000,482 Annual Interest Rate: _____%

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

Basis for perfection: possession

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

- Specify the priority of the claim
- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)
 - 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)
 - Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)
 - 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)
 - Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)
 - 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))
 - Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()
- Amount entitled to priority: \$ _____

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)

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

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

Date: 11-5-09

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.

Grace Winkler Cranley
Attorney for Liberty Mutual Insurance Company

FOR COURT USE ONLY

**STATEMENT OF CLAIM OF
LIBERTY MUTUAL INSURANCE COMPANY
In re Motors Liquidation Company (f/k/a General Motors Corporation)**

Case No.: 09-50026

Amount of Claim: \$10,618,029 Contingent / \$21,951.55 Liquidated

The claim of Liberty Mutual Insurance Company ("Liberty") is based upon the General Agreement of Indemnity executed by Indemnitors, including Debtor, General Motors Corporation, in favor of Liberty and dated September 29, 2004, and is based upon common law rights of subrogation to seek reimbursement and exoneration for claims and losses from Debtor. A copy of the General Agreement of Indemnity is attached hereto as Exhibit "A". Liberty as a Surety also has a common law right of indemnity, reimbursement, and exoneration from Debtor arising from losses as a result of bonds issued by Liberty where General Motors Corporation is principal.

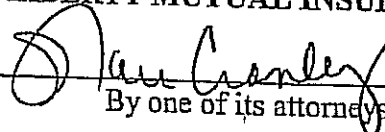
The claim is partially contingent insofar as the General Agreement of Indemnity secures Liberty from losses it incurs by reason of the issuance of surety bonds. Liberty issued on behalf of General Motors Corporation, and in favor of various obligees, current surety bonds in the total penal sum of \$10,618,029. A list of the bonds and the amount of the bonds is attached to this statement as Exhibit "B". Liberty issued numerous other bonds that are not currently in-force, but on which Liberty may continue to have exposure and, therefore, Liberty reserves its rights to amend this claim amount.

As of October 2009, the claim is partially liquidated in attorney fees, consulting fees, costs, and expenses as allowed by the General Agreement of Indemnity for a total liquidated claim of \$21,951.55.

Liberty is holding collateral in the form of proceeds of letters of credit in the amount of approximately \$25,000,482 posted pursuant to a Collateral Pledge Agreement. The collateral has been transferred to the new entity GM and is not property of the estate; however, Liberty sets forth the collateral amount since it may be used to offset amounts claimed by Liberty.

Liberty continues its investigation of its bond exposure and therefore Liberty reserves the right to amend its proof of claim. Submission of this proof of claim is not a waiver of any of Liberty's rights under the General Agreement of Indemnity and should not be construed as a release of any of the non-debtor indemnitors and/or third parties.

LIBERTY MUTUAL INSURANCE COMPANY


By one of its attorneys

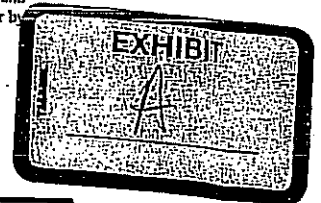
T. Scott Leo, ARDC # 03127352
Grace W. Cranley, ARDC # 6215920
Leo & Weber, P.C.
One North LaSalle Street, Ste. 3600
Chicago, Illinois 60602
312-857-0910
312-857-1240 fax

**GENERAL AGREEMENT OF INDEMNITY
COMMERCIAL SURETY**

WHEREAS, the undersigned (hereinafter called "INDEMNITOR"), desires one or more of Liberty Mutual Insurance Company, a Massachusetts corporation; LM Insurance Corporation, an Iowa corporation; The First Liberty Insurance Corporation, an Iowa corporation; Liberty Mutual Fire Insurance Company, a Massachusetts corporation; Liberty Insurance Corporation, a Vermont corporation; and any other company that is part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (collectively hereinafter called "SURETY") to execute bonds, undertakings, recognitions, instruments of guarantee and other like obligations, including those which predate this Agreement (hereinafter called "BONDS") on its behalf; and on behalf of any majority-owned or controlled subsidiaries or any affiliates, whether present or future, and whether directly or indirectly held; and, upon the written request of the undersigned, any other corporation, partnership or person; and as to all of the foregoing, whether they act alone or in joint venture with others (collectively hereinafter called "PRINCIPAL"), or to renew or to refrain from canceling the BONDS;

NOW, THEREFORE, in consideration of the SURETY executing the BONDS, or renewing or refraining from canceling the BONDS, the INDEMNITOR hereby agrees that:

- BENEFICIAL INTEREST** - The undersigned warrant that each of them is specifically and beneficially interested in the obtaining of each of the BONDS.
- PREMIUMS** - The INDEMNITOR shall pay to the SURETY all premiums and charges due for any BONDS in accordance with its rate filings, its manual of rates, or as otherwise established by the SURETY, until the PRINCIPAL or INDEMNITOR shall serve evidence satisfactory to the SURETY of its discharge or release from all liability under any BONDS.
- INDEMNITY** - The INDEMNITOR shall exonerate, indemnify and save harmless the SURETY from and against any and all loss, damage or expense (including, but not limited to, interest, costs and attorney's fees) which the SURETY shall at any time sustain or incur by reason of: the request to execute, procure, or deliver any BONDS; or the executing, procuring or delivering of any BONDS, whether already or hereafter executed; or the renewal or continuation thereof; or from making any investigation on account thereof; or any payment thereunder; or as a result of prosecuting or defending any action brought in connection therewith, obtaining a release therefrom, or recovering or attempting to recover any salvage in connection therewith; or by reason of the failure of the INDEMNITOR to perform or comply with the terms of this Agreement; or in the enforcement of the terms of this Agreement. An itemized statement of loss and expense incurred by the SURETY, sworn to by an officer of the SURETY, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the SURETY in any claim or suit by the SURETY against the undersigned.
- CLAIMS AND SETTLEMENTS** - The SURETY shall have the exclusive right for itself and the undersigned to determine in good faith whether any claim or suit upon any BONDS shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed. SURETY may incur such expenses, including reasonable attorney's fees, as SURETY deems necessary or advisable in the investigation, defense and payment of such claims. It is the SURETY's exclusive right at its option and sole discretion to adjust, settle or compromise any claim, demand, suit or judgment upon the BONDS, unless the PRINCIPAL and the INDEMNITOR shall request the SURETY to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the SURETY, at the time of such request, cash or collateral satisfactory to the SURETY in kind and amount to be used in paying any award(s) or judgment(s) rendered or that may be rendered. The SURETY shall have every right, defense or remedy which a personal surety without compensation would have, including the right of exoneration and the right of subrogation, and nothing contained herein shall be construed to waive or diminish any right, defense or remedy which the SURETY might have if this instrument were not executed.
- DISCHARGE/PLACE IN FUNDS** - The INDEMNITOR will, within thirty (30) days after the SURETY's written demand, either: a) procure the discharge of the SURETY from any BONDS and all liability by reason thereof; or b) if unable to secure such discharge, the INDEMNITOR will place the SURETY in funds that are immediately available and sufficient to meet all of SURETY's liabilities or potential liabilities (including attorney's fees, costs and expenses) arising from any BONDS or request therefor (as may or may not be evidenced by the establishment of a reserve), as determined by the SURETY in its sole discretion, whether or not any payments have been made by the SURETY. The SURETY shall send its written demand to the INDEMNITOR at its last known address by registered or certified mail. Alternatively, at the SURETY's sole discretion and election, INDEMNITOR and SURETY may make other provisions satisfactory to the SURETY for the funding of any bonded obligation(s). The INDEMNITOR hereby acknowledges that if the INDEMNITOR breaches its obligations set forth in this paragraph, the SURETY will have no adequate remedy at law and shall be entitled to injunctive relief, including without limitation specific performance of the terms of this Agreement.
- TRUST FUND, ASSIGNMENT AND OTHER REMEDIES** - The PRINCIPAL and INDEMNITOR hereby agree that all of their interest, title and rights in the contract or undertaking referred to in the BONDS, or in, or growing in any manner out of the BONDS shall be held as a trust fund in which the SURETY has an interest, and shall inure to the benefit of the SURETY for any liability or loss it may have or sustain under any of the BONDS, and this Agreement constitutes notice of such trust. The PRINCIPAL and the INDEMNITOR hereby do and will assign, pledge and convey to the SURETY, as collateral security for the full performance of their obligations under this Agreement and for the payment of any other indebtedness or liability of the PRINCIPAL and INDEMNITOR to the SURETY, whether heretofore or hereafter incurred, the PRINCIPAL and/or INDEMNITOR's interest, title and rights in, and growing in any matter out of, all contracts referred to in the BONDS, or in, or growing in any manner out of the BONDS, but only in the event of: 1) any abandonment, forfeiture or breach of any contract referred to in the BONDS or any breach of any BONDS; or 2) a default in discharging any other indebtedness or liability incurred in connection therewith, when due; or 3) any breach of this Agreement; or 4) any assignment by the PRINCIPAL for the benefit of creditors, or upon PRINCIPAL's involvement in any agreement or proceeding of liquidation, receivership, or bankruptcy, whether insolvent or not. Upon the happening of any of the events described in 1) through 4) herein, the SURETY shall have the right, with or without exercising any other right conferred upon it by law or under the terms of this Agreement, to take possession of any part or all of the work under any contract(s) covered by any BOND, and at the expense of the PRINCIPALS and INDEMNITORS to complete or arrange for the completion of the same, and the PRINCIPALS and INDEMNITORS shall promptly, upon demand, pay to the SURETY all losses, fees, costs and expenses so incurred. The PRINCIPALS and INDEMNITORS hereby irrevocably constitute and appoint the SURETY as their attorney-in-fact with the full right and authority, but not the obligation, to exercise all rights of the PRINCIPALS and INDEMNITORS assigned and set over to the SURETY in this Agreement, including the authority to execute on behalf of the PRINCIPALS and INDEMNITORS any documents or agreements deemed necessary and proper by the SURETY in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be given to the SURETY under all other provisions of this Agreement. The PRINCIPALS and INDEMNITORS hereby ratify all actions taken and done by the SURETY as attorney-in-fact.
- BOOKS AND RECORDS** - Until the SURETY shall have been furnished with competent evidence of its discharge, without loss, from any and all BONDS, the SURETY shall have the right to free access to the books, records and accounts of each of the undersigned for the purpose of examining them. Each of the undersigned hereby authorizes and requests any depositories in which funds of any of the undersigned may be deposited to furnish to the SURETY the amount of such deposits as of any date requested; and, any person, firm or corporation doing business with the undersigned is hereby authorized to furnish any information requested by the SURETY concerning any transaction. The SURETY may furnish copies of any information which it now has or may hereafter obtain concerning each of the undersigned to other persons or companies for the purpose of procuring co-suretyship or reinsurance or complying with regulatory requirements or advising interested persons or companies.
- OTHER INDEMNITY** - The INDEMNITOR shall continue to remain bound under the terms of this Agreement even though the SURETY may have heretofore or hereafter, with or without notice to or knowledge of the PRINCIPAL and/or the INDEMNITOR, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said BONDS, from the PRINCIPAL or INDEMNITOR or others. The rights, powers and remedies given the SURETY under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the SURETY may have or acquire against the PRINCIPAL and INDEMNITOR or others, whether by the terms of any agreement or by operation of law or otherwise.



9. UNIFORM COMMERCIAL CODE - This Agreement shall constitute a Security Agreement to the SURETY and also a Financing Statement in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the SURETY without in any way abrogating, restricting or limiting the rights of the SURETY under this Agreement or under law, or in equity. A carbon, photographic or other reproduction of this Agreement may be filed as a Financing Statement.
10. SURETIES - In the event the SURETY procures the execution of the BONDS by other sureties, or executes the BONDS with co-sureties, or reinsures any portion of the BONDS with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of any such other sureties, co-sureties and reinsurers, as their interests may appear.
11. DECLINE EXECUTION - The SURETY may decline to execute, renew or extend any BONDS, including fiscal bonds, and may cancel any BONDS unless the BONDS state otherwise, and the PRINCIPAL and INDEMNITOR shall make no claim to the contrary. The PRINCIPAL and INDEMNITOR shall make no claim relating to the failure or refusal of any person or entity to accept any of the SURETY's BONDS or to award any contract to any PRINCIPAL.
12. CHANGES, WAIVER OF NOTICE - The SURETY is authorized and empowered, without notice to or knowledge of the INDEMNITOR or PRINCIPAL, to assent to changes in any BONDS, and/or in the contracts or obligations covered by any BONDS, or to refuse so to assent, it being expressly understood and agreed that the INDEMNITOR shall remain bound under the terms of this Agreement, even though any such assent by the SURETY does or might substantially increase the liability of the INDEMNITOR. The INDEMNITOR waives notice of: the execution of the BONDS; acceptance of this Agreement; any default; and/or any other acts which may give rise to a bond claim or liability of the SURETY under the BONDS.
13. INVALIDITY - Invalidity of any provision of this Agreement by reason of the laws of any jurisdiction shall not render the other provisions hereof invalid. In case the execution of this Agreement by the INDEMNITOR is defective or invalid for any reason, such defect or invalidity shall not affect the validity or enforceability of this Agreement or the liability hereunder of the INDEMNITOR executing the same.
14. ENFORCEMENT - Separate suits may be brought under this Agreement as causes of action accrue, and the pendency or termination of any such suit shall not bar any subsequent action by SURETY. The undersigned authorize SURETY to join any and all of the undersigned as parties defendant in any action, regardless of venue or forum, against SURETY on account of any BONDS, and to enforce the obligations hereunder directly against any of the undersigned without the necessity of first proceeding against the PRINCIPAL. All funds which shall become due from the INDEMNITOR to the SURETY under any of the terms of this Agreement shall bear prejudgment interest at the legal rate.
15. GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof), except to the extent superseded by federal law.
16. TERMINATION - This Agreement may be terminated by the INDEMNITOR upon 30 days' written notice sent by registered or certified mail to SURETY at its home office at Liberty Bond Services, 450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19462-1644, but any such notice of termination shall not operate to modify, bar, or discharge the INDEMNITOR as to the BONDS that may have been theretofore executed or approved, or renewed or extended. Such termination by any undersigned shall in no way affect the obligation of any other undersigned who has not given notice of termination as herein provided.
17. JOINT/SEVERAL - The INDEMNITOR and its successors and assigns are jointly and severally bound by this Agreement.

Executed this 29th day of September, in the year 2004.

General Motors Corporation
 FEIN # 38-0572515
 300 Renaissance Center
 Detroit, MI 48265-3000

By: [Signature]
 (signature)
Walter G. Borst, Treasurer
 (name and title)

(CORPORATE SEAL)
 Attest: [Signature]
 (signature)
Nancy E. Polls, Secretary
 (name and title)

CORPORATE ACKNOWLEDGMENT

STATE of Michigan ss.
 County of Wayne
 On this 29 day of Sept., 2004, before me personally appeared Walter G. Borst and Nancy E. Polls known by me to be the Treasurer and Secretary of the corporation described in and which executed the foregoing Agreement; that they know the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that they signed their names thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(SEAL)

[Signature]
 (Signature of Notary Public)
 Notary Public, residing at 300 Renaissance Center Detroit, MI
 My commission expires June 12, 2011

GINGER A. SMITH
 NOTARY PUBLIC - MICHIGAN
 WAYNE COUNTY
 MY COMMISSION EXPIRES JUNE 12, 2011

CORPORATE RESOLUTION

At its June 3, 2003 meeting, a quorum being present, the Board of Directors of General Motors Corporation (hereinafter called the "Corporation"), adopted the following Preamble and Resolutions:

"WHEREAS, the Corporation has agreed to enter into a certain General Agreement of Indemnity in favor of Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Corporation, and any other company that is part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services or Liberty Mutual Surety (individually and collectively hereinafter called the "Surety");

WHEREAS, the Corporation has a financial, material and beneficial interest in transactions in which (i) the Corporation, ___; (ii) any of its subsidiaries or affiliates, whether present or future, and whether directly or indirectly held; and (iii) any other entity or person in response to a request from any party described in Items (i) or (ii) above (including requests from their agents, brokers or producers); and as to all of the foregoing, whether they act alone or in joint venture with others whether or not said others are named herein (individually and collectively hereinafter called "Principals"), have applied or will apply to the Surety for certain bonds, undertakings, recognizances, reinsurances, instruments of guarantee or other surety obligations (hereinafter called "Bonds"); and

WHEREAS, the Surety has executed or is willing to consider the execution of the Bonds, as surety, upon being furnished with the written indemnity of the Corporation;

NOW, THEREFORE, BE IT:

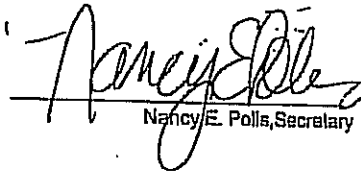
RESOLVED, that the officers authorized to execute documents on behalf of the Corporation are authorized and empowered, at any time prior to or subsequent to the Surety's execution of any Bonds, to execute any indemnity agreement(s) that the Surety requires or may require as consideration for the Surety's execution of Bonds, of whatever kind or nature, on behalf of the Principal; the officers authorized to execute documents on behalf of the Corporation include: Walter G. Borst, Treasurer.

RESOLVED FURTHER, that said officers are authorized and empowered, at any time prior to or subsequent to the Surety's execution of any Bonds, to execute any and all amendments to any and all indemnity agreement(s); and to execute any other or further agreements relating to any such Bonds or to any collateral that may have been deposited with the Surety in connection therewith; and to take any and all other actions that may be requested or required by the Surety, in connection with any such Bonds;

RESOLVED FURTHER, that said officers are authorized and empowered to affix the corporate seal to any and all indemnity agreement(s), to any and all amendments to said indemnity agreement(s), and to any other or further agreements; and

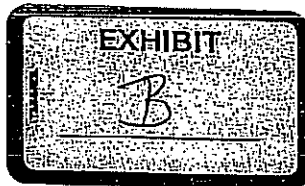
RESOLVED FURTHER, that any and all actions heretofore taken by any representative of the Corporation in order to carry into effect the purposes of the foregoing resolutions, including the execution and delivery of any indemnity agreement(s) are hereby approved, ratified and confirmed."

Given under my hand and the seal of the Corporation, in the City of Delroit State of Michigan on the 3 day of November, 2004.


Nancy E. Polls, Secretary

ACCOUNT EB73 GENERAL MOTORS CORPORATION

| | BOND COUNT | OUTSTANDING LIABILITY |
|-------------------|---------------|--------------------------|
| OFFICIAL BONDS | 9 | 75,000 |
| COURT & FIDUCIARY | 1 | 124,000 |
| CONTRACT | 0 | 0 |
| SUPPLY | 0 | 0 |
| SUBDIVISION | 0 | 0 |
| LICENSE & PERMIT | 34 | 867,950 |
| CUSTOMS | 3 | 6,312,500 |
| MISCELLANEOUS | 4 | 138,579 |
| WORKERS COMP | 3 | 3,100,000 |
| MISC CONTRACTS | 0 | 0 |
| ACCOUNT TOTAL | 54 | 10,618,029 |





ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CF |
|---------------|---|----------|-------------|-------------|----|-------|-------|-----|----|
| 6665029 | 09/03/09 | 09/03/10 | 38,100 | 191 | 5 | 571 | NY | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | PEOPLE OF STATE OF NEW YORK, DEPT. OF STATE-MISC. RECORDS U* | | | | | | | | |
| . DESCRIPTION | GAME OF CHANCE - GMC ULTIMATE SUPER BOWL SWEEPSTAKES | | | | | | | | |
| 6595088 | 09/03/09 | 09/03/10 | 50,000 | 250 | 2 | 938 | MS | | |
| . PRINCIPAL | SATURN CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF MISSISSIPPI, MISSISSIPPI PUBLIC SERVICE COMMISSION | | | | | | | | |
| . DESCRIPTION | DO NOT CALL BOND | | | | | | | | |
| 6571113 | 05/20/09 | 05/20/10 | 50,000 | 375 | 2 | 521 | NJ | | |
| . PRINCIPAL | GENERAL MOTORS CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF NEW JERSEY, BUREAU OF PRIVATE PLAN | | | | | | | | |
| . DESCRIPTION | PRIVATE PLAN UNDER THE NEW JERSEY TEMPORARY DISABILITY BENEFITS LAW | | | | | | | | |
| 6571084 | 05/14/09 | 05/14/10 | 25,000 | 125 | 2 | 579 | MI | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | MICHIGAN DEPARTMENT OF STATE, MOTOR VEHICLE ADMINISTRATION | | | | | | | | |
| . DESCRIPTION | INFORMATION PURCHASER'S UNIFORM SURETY BOND | | | | | | | | |
| 6571078 | 05/15/08 | 05/15/12 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | DIANA GOWING | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6571067 | 05/06/09 | 05/06/10 | 25,000 | 125 | 1 | 994 | MI | | |
| . PRINCIPAL | G.M. SAFE DRIVING PROGRAM | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | INFORMATION PURCHASERS UNIFORM SURETY BOND | | | | | | | | |
| 6555141 | 03/07/08 | 03/07/12 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | NESTELYNN L. GARRETT | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6522312 | 09/25/09 | 09/25/10 | 2,500 | 100 | 2 | 993 | ND | | |
| . PRINCIPAL | ONSTAR CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF NORTH DAKOTA, PUBLIC SERVICE COMMISSION | | | | | | | | |
| . DESCRIPTION | TELECOMMUNICATIONS RESELLER | | | | | | | | |
| 6490037 | 05/01/09 | 05/01/10 | 50,000 | 250 | 2 | 930 | NC | | |
| . PRINCIPAL | SATURN CORPORATION | | | | | | | | |
| . OBLIGEE | NORTH CAROLINA DIVISION OF MOTOR VEHICLES, DIVISION OF MOTO* | | | | | | | | |
| . DESCRIPTION | MOTORO VEHICLE DEALER | | | | | | | | |

ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CY |
|---------------|--|----------|-------------|-------------|----|-------|-------|-----|----|
| 6490036 | 05/01/09 | 05/01/10 | 50,000 | 250 | 2 | 930 | NC | | |
| . PRINCIPAL | SATURN DISTRIBUTION CORPORATION | | | | | | | | |
| . OBLIGEE | NORTH CAROLINA DIVISION OF MOTOR VEHICLES, DIVISION OF MOTO* | | | | | | | | |
| . DESCRIPTION | MOTORO VEHICLE DEALER | | | | | | | | |
| 6449949 | 10/25/06 | 12/20/12 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | S. HAYES | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND/MI | | | | | | | | |
| 6412067 | 06/01/06 | 05/31/10 | 5,000 | 100 | 5 | 105 | AZ | | |
| . PRINCIPAL | CRISTINA VARGAS | | | | | | | | |
| . OBLIGEE | STATE OF ARIZONA, SECRETARY OF STATE - NOTARY PUBLIC SECTION | | | | | | | | |
| . DESCRIPTION | NOTARY PUBLIC BOND | | | | | | | | |
| 6387880 | 01/01/09 | 01/01/10 | 25,000 | 125 | 4 | 927 | MO | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF MISSOURI, MOTOR VEHICLE COMMISSION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER, ADESA, KANSAS CITY | | | | | | | | |
| 6387773 | 12/12/08 | 12/12/09 | 30,000 | 150 | 2 | 930 | CO | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | STATE OF COLORADO, DEPARTMENT OF REVENUE - MOTOR VEHICLE DI* | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6387744 | 12/02/08 | 12/02/09 | 25,000 | 125 | 2 | 930 | MO | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | STATE OF MISSOURI, MOTOR VEHICLE COMMISSION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6387743 | 12/02/08 | 12/02/09 | 50,000 | 250 | 2 | 930 | NM | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | STATE OF NEW MEXICO, MOTOR TRANSPORTATION DIVISION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6387708 | 11/30/08 | 11/30/09 | 25,000 | 125 | 2 | 930 | MO | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | STATE OF MISSOURI, MOTOR VEHICLE COMMISSION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6380117 | 04/30/09 | 04/30/10 | 25,000 | 125 | 3 | 930 | FL | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTO* | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |

ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CN |
|---------------|--|----------|-------------|-------------|----|-------|-------|-----|----|
| 6380057 | 11/04/05 | 05/26/11 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | PAMELLA SIMON GRANT | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6351257 | 07/26/05 | 07/26/11 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | NESTELYNN L. GARRETT | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6307874 | 11/04/08 | 11/04/09 | 50,000 | 750 | 2 | 521 | NY | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF NEW YORK, CHAIR, WORKERS' COMPENSATION BOARD | | | | | | | | |
| . DESCRIPTION | SELF-INSURER - DISABILITY BENEFITS LAW | | | | | | | | |
| 6286393 | 06/23/04 | 06/23/12 | 5,000 | 100 | 5 | 105 | IN | | |
| . PRINCIPAL | JIMMIE E. KING | | | | | | | | |
| . OBLIGEE | STATE OF INDIANA, NOTARY DEPARTMENT | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6286392 | 06/23/04 | 06/23/12 | 5,000 | 100 | 5 | 105 | IN | | |
| . PRINCIPAL | RICHARD L. BROWN | | | | | | | | |
| . OBLIGEE | STATE OF INDIANA, NOTARY DEPARTMENT | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6286296 | 07/16/04 | 07/16/10 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | LISA A. ALTIZER | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6273676 | 04/23/09 | 04/23/10 | 124,000 | 620 | 1 | 257 | OK | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | ELLA M. HANNER REPRESENTING THE ESTATE OF TROY KEITH MAINORD | | | | | | | | |
| . DESCRIPTION | APPEAL BOND | | | | | | | | |
| 6273595 | 04/08/04 | 04/08/11 | 25,479 | 889 | 5 | 553 | FL | | |
| . PRINCIPAL | GENERAL MOTORS ACCEPTANCE CORPORATION | | | | | | | | |
| . OBLIGEE | BANK OF AMERICA | | | | | | | | |
| . DESCRIPTION | LOST INSTRUMENT BOND | | | | | | | | |
| | CHECK NO 3142227, DATED 3-2-04 IN THE AMT OF \$12,739.74 | | | | | | | | |
| 6267256 | 03/31/09 | 03/31/10 | 20,000 | 100 | 4 | 930 | GA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY - GM AUCTION DEPARTMENT | | | | | | | | |
| . OBLIGEE | STATE OF GEORGIA | | | | | | | | |
| . DESCRIPTION | USED MOTOR VEHICLE DEALER | | | | | | | | |



ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CN |
|---------------|---|----------|-------------|-------------|----|-------|-------|-----|----|
| 6256932 | 01/01/09 | 01/01/10 | 5,000 | 100 | 2 | 930 | CA | | |
| . PRINCIPAL | VICTORIA LYNN PROCK OF GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA, DMV-ACCOUNTS PROCESSING MS H221 | | | | | | | | |
| . DESCRIPTION | VEHICLE VERIFIER BONDD | | | | | | | | |
| 6256931 | 01/01/09 | 01/01/10 | 1,000 | 100 | 2 | 949 | TN | | |
| . PRINCIPAL | SATURN CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF TENNESSEE | | | | | | | | |
| . DESCRIPTION | BOND FOR PETROLEUM PRODUCTS & ALTERNATIVE FUELS | | | | | | | | |
| 6256930 | 01/01/09 | 01/01/10 | 100,000 | 500 | 2 | 930 | MD | | |
| . PRINCIPAL | SATURN CORPORATION | | | | | | | | |
| . OBLIGEE | MARYLAND DEPARTMENT OF TRANSPORTATION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE MANUFACTURER | | | | | | | | |
| 6256909 | 12/29/08 | 12/29/09 | 1,000 | 100 | 2 | 950 | TN | | |
| . PRINCIPAL | CHEVROLET-PONTIAC-CANADA GROUP, GENERAL MOTORS COMPANY, A D* | | | | | | | | |
| . OBLIGEE | STATE OF TENNESSEE | | | | | | | | |
| . DESCRIPTION | FUEL TAX BOND | | | | | | | | |
| 6256907 | 12/29/08 | 12/29/09 | 400 | 100 | 2 | 950 | CO | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY DBA CHEVROLET MOTOR DIVISION | | | | | | | | |
| . OBLIGEE | COLORADO DEPT. OF REVENUE | | | | | | | | |
| . DESCRIPTION | MILEAGE AND FUEL TAX BOND | | | | | | | | |
| 6256906 | 12/29/08 | 12/29/09 | 2,000 | 100 | 2 | 950 | NM | | |
| . PRINCIPAL | CHEVROLET MOTOR DIVISION, GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF NEW MEXICO | | | | | | | | |
| . DESCRIPTION | MOTOR FEE & TAX BOND | | | | | | | | |
| 6256905 | 12/29/08 | 12/29/09 | 1,000 | 100 | 2 | 993 | MI | | |
| . PRINCIPAL | PONTIAC MOTOR DIVISION, GENERAL MOTORS CORPORATION | | | | | | | | |
| . OBLIGEE | CITY OF PONTIAC | | | | | | | | |
| . DESCRIPTION | ERECT A FENCE ON CITY PUBLIC RIGHT OF WAY AT MANSFIELD & TENNYSON BETWEEN BALDWIN & ALLEY | | | | | | | | |
| 6251579 | 10/14/09 | 10/14/10 | 10,000 | 100 | 2 | 927 | CT | | |
| . PRINCIPAL | SAAB CARS USA INC | | | | | | | | |
| . OBLIGEE | STATE OF CONNECTICUT | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE LEASING BOND | | | | | | | | |
| 6251573 | 10/10/09 | 10/10/10 | 50,000 | 250 | 2 | 927 | NM | | |
| . PRINCIPAL | SATURN DISTRIBUTION CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF NEW MEXICO | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |



ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CN |
|---------------|---|----------|-------------|-------------|----|-------|-------|-----|----|
| 6251517 | 11/13/08 | 11/13/09 | 50,000 | 250 | 2 | 938 | MS | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF MISSISSIPPI | | | | | | | | |
| . DESCRIPTION | ITINERANT MERCHANTS | | | | | | | | |
| . | DO NOT CALL BOND | | | | | | | | |
| 6251516 | 11/13/08 | 11/13/09 | 20,000 | 100 | 2 | 938 | LA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF LOUISIANA | | | | | | | | |
| . DESCRIPTION | ITINERANT MERCHANTS | | | | | | | | |
| . | DO NOT CALL BOND | | | | | | | | |
| 6251482 | 12/31/08 | 12/31/09 | 25,000 | 125 | 2 | 922 | NH | | |
| . PRINCIPAL | SAAB LEASING CO., INC. | | | | | | | | |
| . OBLIGEE | STATE OF NEW HAMPSHIRE | | | | | | | | |
| . DESCRIPTION | SALES FINANCE BOND | | | | | | | | |
| . | | | | | | | | | |
| 6246326 | 09/09/09 | 09/09/10 | 50,000 | 250 | 1 | 579 | NH | | |
| . PRINCIPAL | SAAB CARS USA, INC. | | | | | | | | |
| . OBLIGEE | STATE OF NEW HAMPSHIRE | | | | | | | | |
| . DESCRIPTION | EXTENDED SERVICE CONTRACT | | | | | | | | |
| . | GMAC ACCT. # | | | | | | | | |
| 6246299 | 10/31/09 | 10/31/10 | 25,000 | 125 | 4 | 927 | DC | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | DISTRICT OF COLUMBIA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| . | | | | | | | | | |
| 6241164 | 09/30/09 | 09/30/10 | 10,000 | 100 | 4 | 930 | AL | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF ALABAMA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| . | | | | | | | | | |
| 6241114 | 09/30/09 | 09/30/10 | 10,000 | 100 | 3 | 930 | AL | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY/GM AUCTION DEPT. | | | | | | | | |
| . OBLIGEE | STATE OF ALABAMA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| . | | | | | | | | | |
| 6213039 | 08/27/08 | 08/27/10 | 75,000 | 750 | 2 | 950 | FC | | |
| . PRINCIPAL | 3033898 = GENERAL MORTORS DU CANADA LIMITEE | | | | | | | | |
| . OBLIGEE | SOCIETE DE L'ASSURANCE AUTOMOBILE DU QUEBEC | | | | | | | | |
| . DESCRIPTION | LIEN DE COMMERCANT DE BEHICULE A MOTEUR (FOR THE RENEWAL OF | | | | | | | | |
| . | COMPANY CAR LICENSES) | | | | | | | | |
| 6205213 | 02/23/09 | 02/23/10 | 10,000 | 100 | 1 | 927 | CT | | |
| . PRINCIPAL | SAAB LEASING LLT. | | | | | | | | |
| . OBLIGEE | STATE OF CONNECTICUT | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICILE LEASING BOND | | | | | | | | |
| . | | | | | | | | | |



ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CN |
|---------------|---|----------|-------------|-------------|----|-------|-------|-----|----|
| 6205176 | 03/27/09 | 03/27/10 | 3,000,000 | 18,000 | 4 | 521 | MA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | COMMONWEALTH OF MASSACHUSETTS | | | | | | | | |
| . DESCRIPTION | WORKER' COMPENSATION | | | | | | | | |
| 6198930 | 03/04/09 | 03/04/10 | 5,000,000 | 25,000 | 2 | 972 | NY | | |
| . PRINCIPAL | GENERAL MOTORS CORPORATION -CUSTOM BOND #380301574 | | | | | | | | |
| . OBLIGEE | U. S. CUSTOMS SERVICE | | | | | | | | |
| . DESCRIPTION | DRAWBACK - ACTIVITY CODE 1A | | | | | | | | |
| | I.R.S #38-057251500 | | | | | | | | |
| 6198900 | 02/22/09 | 02/22/10 | 6,300 | 100 | 2 | 908 | NV | | |
| . PRINCIPAL | SAAB FINANCIAL SERVICES LLC | | | | | | | | |
| . OBLIGEE | STATE OF NEVADA | | | | | | | | |
| . DESCRIPTION | SALES/USE TAX PERMIT BOND | | | | | | | | |
| 6198899 | 02/20/09 | 02/20/10 | 10,000 | 100 | 2 | 927 | CA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY, DBA GM AUCTION DEPARTMENT | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6198898 | 02/03/09 | 02/03/10 | 50,000 | 250 | 2 | 927 | CA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA | | | | | | | | |
| . DESCRIPTION | COMMERCIAL REQUESTER ACCT. SURETY BOND | | | | | | | | |
| 6198885 | 01/17/09 | 01/17/10 | 10,000 | 100 | 1 | 927 | CT | | |
| . PRINCIPAL | SAAB CARS USA, INC | | | | | | | | |
| . OBLIGEE | STATE OF CONNECTICUT, DEPARTMENT OF MOTOR VEHICLES | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6184935 | 08/26/09 | 08/26/10 | 18,750 | 100 | 2 | 952 | FC | | |
| . PRINCIPAL | TM0003011044=GENERAL MOTORS OF CANADA LIMITED | | | | | | | | |
| . OBLIGEE | HER MAJESTY THE QUEEN, MINISTER OF NATIONAL REVENUE | | | | | | | | |
| . DESCRIPTION | WHOLESALE'S SALES TAX BOND | | | | | | | | |
| 6184928 | 07/10/09 | 07/10/10 | 1,125,000 | 5,625 | 2 | 972 | FC | | |
| . PRINCIPAL | TM0003011037=GENERAL MOTORS OF CANADA LIMITED | | | | | | | | |
| . OBLIGEE | CANADA CUSTOMS AND REVENUE AGENCY | | | | | | | | |
| . DESCRIPTION | CUSTOM BOND | | | | | | | | |
| 6184918 | 04/01/09 | 04/01/10 | 187,500 | 938 | 2 | 972 | FC | | |
| . PRINCIPAL | TM0003009793=GENERAL MOTORS CORPORATION | | | | | | | | |
| . OBLIGEE | CANADA CUSTOMS AND REVENUE AGENCY | | | | | | | | |
| . DESCRIPTION | CUSTOMS TEMPORARY IMPORTATION OF GOODS BOND | | | | | | | | |

ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CH |
|---------------|---|----------|-------------|-------------|----|-------|-------|-----|----|
| 6205176 | 03/27/09 | 03/27/10 | 3,000,000 | 18,000 | 4 | 521 | MA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | COMMONWEALTH OF MASSACHUSETTS | | | | | | | | |
| . DESCRIPTION | WORKER' COMPENSATION | | | | | | | | |
| 6198930 | 03/04/09 | 03/04/10 | 5,000,000 | 25,000 | 2 | 972 | NY | | |
| . PRINCIPAL | GENERAL MOTORS CORPORATION -CUSTOM BOND #380301574 | | | | | | | | |
| . OBLIGEE | U. S. CUSTOMS SERVICE | | | | | | | | |
| . DESCRIPTION | DRAWBACK - ACTIVITY CODE 1A I.R.S #38-057251500 | | | | | | | | |
| 6198900 | 02/22/09 | 02/22/10 | 6,300 | 100 | 2 | 908 | NV | | |
| . PRINCIPAL | SAAB FINANCIAL SERVICES LLC | | | | | | | | |
| . OBLIGEE | STATE OF NEVADA | | | | | | | | |
| . DESCRIPTION | SALES/USE TAX PERMIT BOND | | | | | | | | |
| 6198899 | 02/20/09 | 02/20/10 | 10,000 | 100 | 2 | 927 | CA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY, DBA GM AUCTION DEPARTMENT | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6198898 | 02/03/09 | 02/03/10 | 50,000 | 250 | 2 | 927 | CA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA | | | | | | | | |
| . DESCRIPTION | COMMERCIAL REQUESTER ACCT. SURETY BOND | | | | | | | | |
| 6198885 | 01/17/09 | 01/17/10 | 10,000 | 100 | 1 | 927 | CT | | |
| . PRINCIPAL | SAAB CARS USA, INC | | | | | | | | |
| . OBLIGEE | STATE OF CONNECTICUT, DEPARTMENT OF MOTOR VEHICLES | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6184935 | 08/26/09 | 08/26/10 | 18,750 | 100 | 2 | 952 | FC | | |
| . PRINCIPAL | TM0003011044=GENERAL MOTORS OF CANADA LIMITED | | | | | | | | |
| . OBLIGEE | HER MAJESTY THE QUEEN, MINISTER OF NATIONAL REVENUE | | | | | | | | |
| . DESCRIPTION | WHOLESALE'S SALES TAX BOND | | | | | | | | |
| 6184928 | 07/10/09 | 07/10/10 | 1,125,000 | 5,625 | 2 | 972 | FC | | |
| . PRINCIPAL | TM0003011037=GENERAL MOTORS OF CANADA LIMITED | | | | | | | | |
| . OBLIGEE | CANADA CUSTOMS AND REVENUE AGENCY | | | | | | | | |
| . DESCRIPTION | CUSTOM BOND | | | | | | | | |
| 6184918 | 04/01/09 | 04/01/10 | 187,500 | 938 | 2 | 972 | FC | | |
| . PRINCIPAL | TM0003009793=GENERAL MOTORS CORPORATION | | | | | | | | |
| . OBLIGEE | CANADA CUSTOMS AND REVENUE AGENCY | | | | | | | | |
| . DESCRIPTION | CUSTOMS TEMPORARY IMPORTATION OF GOODS BOND | | | | | | | | |

Exhibit B

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK



PROOF OF CLAIM

Name of Debtor (Check Only One) Case No

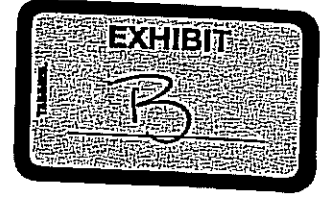
Motors Liquidation Company (f/k/a General Motors Corporation) 09-50026 (REG)

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 13). 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) **LIBERTY MUTUAL INSURANCE COMPANY**

Name and address where notices should be sent
c/o Grace Winkler Cranley
Leo & Weber, P C
One N LaSalle Street, Ste 3600
Chicago, IL 60602

Telephone number **312/857-0910**

Email Address **gcranley@leoweber.com**

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

Court Claim Number _____
(If known)

Filed on _____



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)

FILED - 20950
MOTORS LIQUIDATION COMPANY
F/K/A GENERAL MOTORS CORP
SDNY # 09-50026 (REG)

Telephone number _____

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 **\$10,618,029 contingent/21,951.55 liquidated** See attached Statement of Claim

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.

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 Contract Indemnity
(See instruction #2 on reverse side)

- Specify the priority of the claim
- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)
 - 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)
 - Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)
 - 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)
 - Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)
 - 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))
 - Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()
- Amount entitled to priority _____

3 Last four digits of any number by which creditor identifies debtor _____

3a Debtor may have scheduled account as 2
(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.

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

Describe _____

Value of Property \$25,000,482 Annual Interest Rate %

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

Basis for perfection possession

Amount of Secured Claim \$ _____ Amount Unsecured \$ _____

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.)

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

If the documents are not available please explain in an attachment _____

* Amounts are subject to adjustment on 4/1/10 and every 5 years thereafter with respect to cases commenced on or after the date of adjustment.

Date 11/5/09 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.

Grace Winkler Cranley
Attorney for Liberty Mutual Insurance Company

FOR COURT USE ONLY

STATEMENT OF CLAIM OF
LIBERTY MUTUAL INSURANCE COMPANY

In re: ~~MLCS Distribution Corporation~~ (fka Saturn Distribution Corporation)

Case No.: 09-50028

Amount of Claim: \$10,618,029 Contingent / \$21,951.55 Liquidated

The claim of Liberty Mutual Insurance Company ("Liberty") is based upon the General Agreement of Indemnity executed by Indemnitors, including Debtor, in favor of Liberty and dated September 29, 2004, and is based upon common law rights of subrogation to seek reimbursement and exoneration for claims and losses from Debtor. A copy of the General Agreement of Indemnity is attached hereto as Exhibit "A". Liberty as a Surety also has a common law right of indemnity, reimbursement, and exoneration from Debtor arising from losses as a result of bonds issued by Liberty where Debtor is principal.

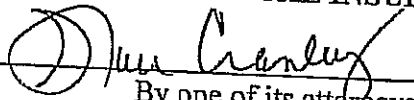
The claim is partially contingent insofar as the General Agreement of Indemnity secures Liberty from losses it incurs by reason of the issuance of surety bonds. Liberty issued on behalf of Debtor, and in favor of various obligees, current surety bonds in the total penal sum of \$10,618,029. A list of the bonds and the amount of the bonds is attached to this statement as Exhibit "B". Liberty issued numerous other bonds that are not currently in-force, but on which Liberty may continue to have exposure and, therefore, Liberty reserves its rights to amend this claim amount.

As of October 2009, the claim is partially liquidated in attorney fees, consulting fees, costs, and expenses as allowed by the General Agreement of Indemnity for a total liquidated claim of \$21,951.55.

Liberty is holding collateral in the form of proceeds of letters of credit in the amount of approximately \$25,000,482 posted pursuant to a Collateral Pledge Agreement. The collateral has been transferred to the new entity GM and is not property of the estate; however, Liberty sets forth the collateral amount since it may be used to offset amounts claimed by Liberty.

Liberty continues its investigation of its bond exposure and therefore Liberty reserves the right to amend its proof of claim. Submission of this proof of claim is not a waiver of any of Liberty's rights under the General Agreement of Indemnity and should not be construed as a release of any of the non-debtor indemnitors and/or third parties.

LIBERTY MUTUAL INSURANCE COMPANY


By one of its attorneys

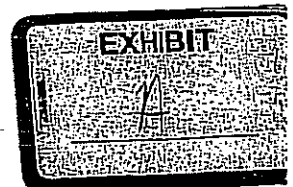
T. Scott Leo, ARDC # 03127352
Grace W. Cranley, ARDC # 6215920
Leo & Weber, P.C.
One North LaSalle Street, Ste. 3600
Chicago, Illinois 60602
312-857-0910
312-857-1240 fax

**GENERAL AGREEMENT OF INDEMNITY
COMMERCIAL SURETY**

WHEREAS, the undersigned (hereinafter called "INDEMNITOR"), desires one or more of Liberty Mutual Insurance Company, a Massachusetts corporation; LM Insurance Corporation, an Iowa corporation; The First Liberty Insurance Corporation, an Iowa corporation; Liberty Mutual Fire Insurance Company, a Massachusetts corporation; Liberty Insurance Corporation, a Vermont corporation; and any other company that is part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (collectively hereinafter called "SURETY") to execute bonds, undertakings, recognizances, instruments of guarantee and other like obligations, including those which predate this Agreement (hereinafter called "BONDS") on its behalf; and on behalf of any majority-owned or controlled subsidiaries or any affiliates, whether present or future, and whether directly or indirectly held; and, upon the written request of the undersigned, any other corporation, partnership or person; and as to all of the foregoing, whether they act alone or in joint venture with others (collectively hereinafter called "PRINCIPAL"), or to renew or to refrain from canceling the BONDS;

NOW, THEREFORE, in consideration of the SURETY executing the BONDS, or renewing or refraining from canceling the BONDS, the INDEMNITOR hereby agrees that:

1. **BENEFICIAL INTEREST** - The undersigned warrant that each of them is specifically and beneficially interested in the obtaining of each of the BONDS.
2. **PREMIUMS** - The INDEMNITOR shall pay to the SURETY all premiums and charges due for any BONDS in accordance with its rate filings, its manual of rates, or as otherwise established by the SURETY, until the PRINCIPAL or INDEMNITOR shall serve evidence satisfactory to the SURETY of its discharge or release from all liability under any BONDS.
3. **INDEMNITY** - The INDEMNITOR shall exonerate, indemnify and save harmless the SURETY from and against any and all loss, damage or expense (including, but not limited to, interest, costs and attorney's fees) which the SURETY shall at any time sustain or incur by reason of: the request to execute, procure, or deliver any BONDS; or the executing, procuring or delivering of any BONDS, whether already or hereafter executed; or the renewal or continuation thereof; or from making any investigation on account thereof; or any payment thereunder; or as a result of prosecuting or defending any action brought in connection therewith, obtaining a release therefrom, or recovering or attempting to recover any salvage in connection therewith; or by reason of the failure of the INDEMNITOR to perform or comply with the terms of this Agreement; or in the enforcement of the terms of this Agreement. An itemized statement of loss and expense incurred by the SURETY, sworn to by an officer of the SURETY, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the SURETY in any claim or suit by the SURETY against the undersigned.
4. **CLAIMS AND SETTLEMENTS** - The SURETY shall have the exclusive right for itself and the undersigned to determine in good faith whether any claim or suit upon any BONDS shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed. SURETY may incur such expenses, including reasonable attorney's fees, as SURETY deems necessary or advisable in the investigation, defense and payment of such claims. It is the SURETY's exclusive right at its option and sole discretion to adjust, settle or compromise any claim, demand, suit or judgment upon the BONDS, unless the PRINCIPAL and the INDEMNITOR shall request the SURETY to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the SURETY, at the time of such request, cash or collateral satisfactory to the SURETY in kind and amount to be used in paying any award(s) or judgment(s) rendered or that may be rendered. The SURETY shall have every right, defense or remedy which a personal surety without compensation would have, including the right of exoneration and the right of subrogation, and nothing contained herein shall be construed to waive or diminish any right, defense or remedy which the SURETY might have if this instrument were not executed.
5. **DISCHARGE/PLACE IN FUNDS** - The INDEMNITOR will, within thirty (30) days after the SURETY's written demand, either: a) procure the discharge of the SURETY from any BONDS and all liability by reason thereof; or b) if unable to secure such discharge, the INDEMNITOR will place the SURETY in funds that are immediately available and sufficient to meet all of SURETY's liabilities or potential liabilities (including attorney's fees, costs and expenses) arising from any BONDS or request therefor (as may or may not be evidenced by the establishment of a reserve), as determined by the SURETY in its sole discretion, whether or not any payments have been made by the SURETY. The SURETY shall send its written demand to the INDEMNITOR's last known address by registered or certified mail. Alternatively, at the SURETY's sole discretion and election, INDEMNITOR and SURETY may make other provisions satisfactory to the SURETY for the funding of any bonded obligation(s). The INDEMNITOR hereby acknowledges that if the INDEMNITOR breaches its obligations set forth in this paragraph, the SURETY will have no adequate remedy at law and shall be entitled to injunctive relief, including without limitation specific performance of the terms of this Agreement.
6. **TRUST FUND, ASSIGNMENT AND OTHER REMEDIES** - The PRINCIPAL and INDEMNITOR hereby agree that all of their interest, title and rights in the contract or undertaking referred to in the BONDS, or in, or growing in any manner out of the BONDS shall be held as a trust fund in which the SURETY has an interest, and shall inure to the benefit of the SURETY for any liability or loss it may have or sustain under any of the BONDS, and this Agreement constitutes notice of such trust. The PRINCIPAL and the INDEMNITOR hereby do and will assign, pledge and convey to the SURETY, as collateral security for the full performance of their obligations under this Agreement and for the payment of any other indebtedness or liability of the PRINCIPAL and INDEMNITOR to the SURETY, whether heretofore or hereafter incurred, the PRINCIPAL and/or INDEMNITOR's interest, title and event of: 1) any abandonment, forfeiture or breach of any contract referred to in the BONDS, or in, or growing in any manner out of the BONDS, but only in the discharging any other indebtedness or liability incurred in connection therewith, when due; or 2) any breach of any BONDS; or 3) a default in the PRINCIPAL for the benefit of creditors, or upon PRINCIPAL's involvement in any agreement or proceeding of liquidation, receivership, or bankruptcy, whether insolvent or not. Upon the happening of any of the events described in 1) through 4) herein, the SURETY shall have the right, with or without exercising any other right conferred upon it by law or under the terms of this Agreement, to take possession of any part or all of the work under any contract(s) covered by any BOND, and at the expense of the PRINCIPALS and INDEMNITORS to complete or arrange for the completion of the same, and the PRINCIPALS and INDEMNITORS shall promptly, upon demand, pay to the SURETY all losses, fees, costs and expenses so incurred. The PRINCIPALS and INDEMNITORS hereby irrevocably constitute and appoint the SURETY as their attorney-in-fact with the full right and authority, but not the obligation, to exercise all rights of the PRINCIPALS and INDEMNITORS assigned and set over to the SURETY in this Agreement, including the authority to execute on behalf of the PRINCIPALS and INDEMNITORS any documents or agreements deemed necessary and proper by the SURETY in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be given to the SURETY under all other provisions of this Agreement. The PRINCIPALS and INDEMNITORS hereby ratify all actions taken and done by the SURETY as attorney-in-fact.
7. **BOOKS AND RECORDS** - Until the SURETY shall have been furnished with competent evidence of its discharge, without loss, from any and all BONDS, the SURETY shall have the right to free access to the books, records and accounts of each of the undersigned for the purpose of examining them. Each of the undersigned hereby authorizes and requests any depositaries in which funds of any of the undersigned may be deposited to furnish to the SURETY the amount of such deposits as of any date requested; and, any person, firm or corporation doing business with the undersigned is hereby authorized to furnish any information requested by the SURETY concerning any transaction. The SURETY may furnish copies of any information which it now has or may hereafter obtain concerning each of the undersigned to other persons or companies for the purpose of procuring co-suretyship or reinsurance or complying with regulatory requirements or advising interested persons or companies.
8. **OTHER INDEMNITY** - The INDEMNITOR shall continue to remain bound under the terms of this Agreement even though the SURETY may have heretofore or hereafter, with or without notice to or knowledge of the PRINCIPAL and/or the INDEMNITOR, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said BONDS, from the PRINCIPAL or INDEMNITOR or others. The rights, powers and remedies given the SURETY under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the SURETY may have or acquire against the PRINCIPAL and INDEMNITOR or others, whether by the terms of any agreement or by operation of law or otherwise.



9. **UNIFORM COMMERCIAL CODE** - This Agreement shall constitute a Security Agreement to the SURETY and also a Financing Statement, in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the SURETY without in any way abrogating, restricting or limiting the rights of the SURETY under this Agreement or under law, or in equity. A carbon, photographic or other reproduction of this Agreement may be filed as a Financing Statement.
10. **SURETIES** - In the event the SURETY procures the execution of the BONDS by other sureties, or executes the BONDS with co-sureties, or reinsures any portion of the BONDS with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of any such other sureties, co-sureties and reinsurers, as their interests may appear.
11. **DECLINE EXECUTION** - The SURETY may decline to execute, renew or extend any BONDS, including final bonds, and may cancel any BONDS unless the BONDS state otherwise, and the PRINCIPAL and INDEMNITOR shall make no claim to the contrary. The PRINCIPAL and INDEMNITOR shall make no claim relating to the failure or refusal of any person or entity to accept any of the SURETY's BONDS or to award any contract to any PRINCIPAL.
12. **CHANGES, WAIVER OF NOTICE** - The SURETY is authorized and empowered, without notice to or knowledge of the INDEMNITOR or PRINCIPAL, to assent to changes in any BONDS, and/or in the contracts or obligations covered by any BONDS, or to refuse so to assent, it being expressly understood and agreed that the INDEMNITOR shall remain bound under the terms of this Agreement, even though any such assent by the SURETY does or might substantially increase the liability of the INDEMNITOR. The INDEMNITOR waives notice of the execution of the BONDS; acceptance of this Agreement; any default; and/or any other acts which may give rise to a bond claim or liability of the SURETY under the BONDS.
13. **INVALIDITY** - Invalidity of any provision of this Agreement by reason of the laws of any jurisdiction shall not render the other provisions hereof invalid. In case the execution of this Agreement by the INDEMNITOR is defective or invalid for any reason, such defect or invalidity shall not affect the validity or enforceability of this Agreement or the liability hereunder of the INDEMNITOR executing the same.
14. **ENFORCEMENT** - Separate suits may be brought under this Agreement as causes of action accrue, and the pendency or termination of any such suit shall not bar any subsequent action by SURETY. The undersigned authorize SURETY to join any and all of the undersigned as parties defendant in any action, regardless of venue or forum, against SURETY on account of any BONDS, and to enforce the obligations hereunder directly against any of the undersigned without the necessity of first proceeding against the PRINCIPAL. All funds which shall become due from the INDEMNITOR to the SURETY under any of the terms of this Agreement shall bear prejudgment interest at the legal rate.
15. **GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof), except to the extent superseded by federal law.
16. **TERMINATION** - This Agreement may be terminated by the INDEMNITOR upon 30 days' written notice sent by registered or certified mail to SURETY at its home office at Liberty Bond Services, 450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19462-1644, but any such notice of termination shall not operate to modify, bar, or discharge the INDEMNITOR as to the BONDS that may have been theretofore executed or approved, or renewed or extended. Such termination by any undersigned shall in no way affect the obligation of any other undersigned who has not given notice of termination as herein provided.
17. **JOINT/SEVERAL** - The INDEMNITOR and its successors and assigns are jointly and severally bound by this Agreement.

Executed this 27th day of September, in the year 2004.

General Motors Corporation
FEIN # 38-0572515
300 Renaissance Center
Detroit, MI 48265-3000

By: [Signature]
(signature)
Walter G. Borst
(name and title)

(CORPORATE SEAL)
Attest: [Signature]
(signature)
Nancy E. Polix, Secretary
(name and title)

CORPORATE ACKNOWLEDGMENT

STATE of Michigan ss.
County of Wayne

On this 29 day of Sept., 2004, before me personally appeared Walter G. Borst and Nancy E. Polix known by me to be the Treasurer and Secretary of the corporation described in and which executed the foregoing Agreement; that they know the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that they signed their names thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

[Signature]
(Signature of Notary Public)

Notary Public, residing at 300 Renaissance Center Detroit, Mi
My commission expires June 12, 2011

(SEAL)

GINGER A. SMITH
NOTARY PUBLIC - MICHIGAN
WAYNE COUNTY
MY COMMISSION EXPIRES JUNE 12, 2011

CORPORATE RESOLUTION

At its June 3, 2003 meeting, a quorum being present, the Board of Directors of General Motors Corporation (hereinafter called the "Corporation"), adopted the following Preamble and Resolutions:

"WHEREAS, the Corporation has agreed to enter into a certain General Agreement of Indemnity in favor of Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Corporation, and any other company that is part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services or Liberty Mutual Surety (individually and collectively hereinafter called the 'Surety');

WHEREAS, the Corporation has a financial, material and beneficial interest in transactions in which (i) the Corporation, ___; (ii) any of its subsidiaries or affiliates, whether present or future, and whether directly or indirectly held; and (iii) any other entity or person in response to a request from any party described in items (i) or (ii) above (including requests from their agents, brokers or producers); and as to all of the foregoing, whether they act alone or in joint venture with others whether or not said others are named herein (individually and collectively hereinafter called "Principals"), have applied or will apply to the Surety for certain bonds, undertakings, recognizances, reinsurances, instruments of guarantee or other surety obligations (hereinafter called 'Bonds'); and

WHEREAS, the Surety has executed or is willing to consider the execution of the Bonds, as surety, upon being furnished with the written indemnity of the Corporation;

NOW, THEREFORE, BE IT:

RESOLVED, that the officers authorized to execute documents on behalf of the Corporation are authorized and empowered, at any time prior to or subsequent to the Surety's execution of any Bonds, to execute any indemnity agreement(s) that the Surety requires or may require as consideration for the Surety's execution of Bonds, of whatever kind or nature, on behalf of the Principal; the officers authorized to execute documents on behalf of the Corporation include: Walter G. Borst, Treasurer.

RESOLVED FURTHER, that said officers are authorized and empowered, at any time prior to or subsequent to the Surety's execution of any Bonds, to execute any and all amendments to any and all indemnity agreement(s); and to execute any other or further agreements relating to any such Bonds or to any collateral that may have been deposited with the Surety in connection therewith; and to take any and all other actions that may be requested or required by the Surety, in connection with any such Bonds;

RESOLVED FURTHER, that said officers are authorized and empowered to affix the corporate seal to any and all indemnity agreement(s), to any and all amendments to said indemnity agreement(s), and to any other or further agreements; and

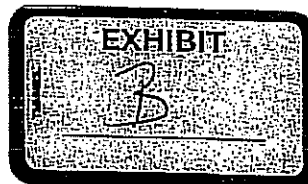
RESOLVED FURTHER, that any and all actions heretofore taken by any representative of the Corporation in order to carry into effect the purposes of the foregoing resolutions, including the execution and delivery of any indemnity agreement(s) are hereby approved, ratified and confirmed."

Given under my hand and the seal of the Corporation, in the City of Detroit State of Michigan on the 3 day of November, 2004.


Nancy E. Polis, Secretary

ACCOUNT EB73 GENERAL MOTORS CORPORATION

| | BOND COUNT | OUTSTANDING LIABILITY |
|-------------------|---------------|--------------------------|
| OFFICIAL BONDS | 9 | 75,000 |
| COURT & FIDUCIARY | 1 | 124,000 |
| CONTRACT | 0 | 0 |
| SUPPLY | 0 | 0 |
| SUBDIVISION | 0 | 0 |
| LICENSE & PERMIT | 34 | 867,950 |
| CUSTOMS | 3 | 6,312,500 |
| MISCELLANEOUS | 4 | 138,579 |
| WORKERS COMP | 3 | 3,100,000 |
| MISC CONTRACTS | 0 | 0 |
| ACCOUNT TOTAL | 54 | 10,618,029 |





ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CI |
|---------------|---|----------|-------------|-------------|----|-------|-------|-----|----|
| 6665029 | 09/03/09 | 09/03/10 | 38,100 | 191 | 5 | 571 | NY | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | PEOPLE OF STATE OF NEW YORK, DEPT. OF STATE-MISC. RECORDS U* | | | | | | | | |
| . DESCRIPTION | GAME OF CHANCE - GMC ULTIMATE SUPER BOWL SWEEPSTAKES | | | | | | | | |
| 6595088 | 09/03/09 | 09/03/10 | 50,000 | 250 | 2 | 938 | MS | | |
| . PRINCIPAL | SATURN CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF MISSISSIPPI, MISSISSIPPI PUBLIC SERVICE COMMISSION | | | | | | | | |
| . DESCRIPTION | DO NOT CALL BOND | | | | | | | | |
| 6571113 | 05/20/09 | 05/20/10 | 50,000 | 375 | 2 | 521 | NJ | | |
| . PRINCIPAL | GENERAL MOTORS CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF NEW JERSEY, BUREAU OF PRIVATE PLAN | | | | | | | | |
| . DESCRIPTION | PRIVATE PLAN UNDER THE NEW JERSEY TEMPORARY DISABILITY BENEFITS LAW | | | | | | | | |
| 6571084 | 05/14/09 | 05/14/10 | 25,000 | 125 | 2 | 579 | MI | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | MICHIGAN DEPARTMENT OF STATE, MOTOR VEHICLE ADMINISTRATION | | | | | | | | |
| . DESCRIPTION | INFORMATION PURCHASER'S UNIFORM SURETY BOND | | | | | | | | |
| 6571078 | 05/15/08 | 05/15/12 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | DIANA GOWING | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6571067 | 05/06/09 | 05/06/10 | 25,000 | 125 | 1 | 994 | MI | | |
| . PRINCIPAL | G.M. SAFE DRIVING PROGRAM | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | INFORMATION PURCHASERS UNIFORM SURETY BOND | | | | | | | | |
| 6555141 | 03/07/08 | 03/07/12 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | NESTELYNN L. GARRETT | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6522312 | 09/25/09 | 09/25/10 | 2,500 | 100 | 2 | 993 | ND | | |
| . PRINCIPAL | ONSTAR CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF NORTH DAKOTA; PUBLIC SERVICE COMMISSION | | | | | | | | |
| . DESCRIPTION | TELECOMMUNICATIONS RESELLER | | | | | | | | |
| 6490037 | 05/01/09 | 05/01/10 | 50,000 | 250 | 2 | 930 | NC | | |
| . PRINCIPAL | SATURN CORPORATION | | | | | | | | |
| . OBLIGEE | NORTH CAROLINA DIVISION OF MOTOR VEHICLES, DIVISION OF MOTO* | | | | | | | | |
| . DESCRIPTION | MOTORO VEHICLE DEALER | | | | | | | | |



ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | BFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CN |
|---------------|--|----------|-------------|-------------|----|-------|-------|-----|----|
| 6490036 | 05/01/09 | 05/01/10 | 50,000 | 250 | 2 | 930 | NC | | |
| . PRINCIPAL | SATURN DISTRIBUTION CORPORATION | | | | | | | | |
| . OBLIGEE | NORTH CAROLINA DIVISION OF MOTOR VEHICLES, DIVISION OF MOTO* | | | | | | | | |
| . DESCRIPTION | MOTRO VEHICLE DEALER | | | | | | | | |
| 6449949 | 10/25/06 | 12/20/12 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | S. HAYES | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND/MI | | | | | | | | |
| 6412067 | 06/01/06 | 05/31/10 | 5,000 | 100 | 5 | 105 | AZ | | |
| . PRINCIPAL | CRISTINA VARGAS | | | | | | | | |
| . OBLIGEE | STATE OF ARIZONA, SECRETARY OF STATE - NOTARY PUBLIC SECTION | | | | | | | | |
| . DESCRIPTION | NOTARY PUBLIC BOND | | | | | | | | |
| 6387880 | 01/01/09 | 01/01/10 | 25,000 | 125 | 4 | 927 | MO | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF MISSOURI, MOTOR VEHICLE COMMISSION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER, ADESA, KANSAS CITY | | | | | | | | |
| 6387773 | 12/12/08 | 12/12/09 | 30,000 | 150 | 2 | 930 | CO | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | STATE OF COLORADO, DEPARTMENT OF REVENUE - MOTOR VEHICLE DI* | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6387744 | 12/02/08 | 12/02/09 | 25,000 | 125 | 2 | 930 | MO | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | STATE OF MISSOURI, MOTOR VEHICLE COMMISSION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6387743 | 12/02/08 | 12/02/09 | 50,000 | 250 | 2 | 930 | NM | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | STATE OF NEW MEXICO, MOTOR TRANSPORTATION DIVISION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6387708 | 11/30/08 | 11/30/09 | 25,000 | 125 | 2 | 930 | MO | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | STATE OF MISSOURI, MOTOR VEHICLE COMMISSION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6380117 | 04/30/09 | 04/30/10 | 25,000 | 125 | 3 | 930 | FL | | |
| . PRINCIPAL | GM CAR COMPANY LLC | | | | | | | | |
| . OBLIGEE | THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTO* | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |



ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CN |
|---------------|--|----------|-------------|-------------|----|-------|-------|-----|----|
| 6380057 | 11/04/05 | 05/26/11 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | PAMELLA SIMON GRANT | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6351257 | 07/26/05 | 07/26/11 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | NESTELYNN L. GARRETT | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6307874 | 11/04/08 | 11/04/09 | 50,000 | 750 | 2 | 521 | NY | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF NEW YORK, CHAIR, WORKERS' COMPENSATION BOARD | | | | | | | | |
| . DESCRIPTION | SELF-INSURER - DISABILITY BENEFITS LAW | | | | | | | | |
| 6286393 | 06/23/04 | 06/23/12 | 5,000 | 100 | 5 | 105 | IN | | |
| . PRINCIPAL | JIMMIE E. KING | | | | | | | | |
| . OBLIGEE | STATE OF INDIANA, NOTARY DEPARTMENT | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6286392 | 06/23/04 | 06/23/12 | 5,000 | 100 | 5 | 105 | IN | | |
| . PRINCIPAL | RICHARD L. BROWN | | | | | | | | |
| . OBLIGEE | STATE OF INDIANA, NOTARY DEPARTMENT | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6286296 | 07/16/04 | 07/16/10 | 10,000 | 100 | 5 | 105 | MI | | |
| . PRINCIPAL | LISA A. ALTIZER | | | | | | | | |
| . OBLIGEE | STATE OF MICHIGAN, SECRETARY OF STATE | | | | | | | | |
| . DESCRIPTION | NOTARY BOND | | | | | | | | |
| 6273676 | 04/23/09 | 04/23/10 | 124,000 | 620 | 1 | 257 | OK | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | ELLA M. HANNER REPRESENTING THE ESTATE OF TROY KEITH MAINORD | | | | | | | | |
| . DESCRIPTION | APPEAL BOND | | | | | | | | |
| 6273595 | 04/08/04 | 04/08/11 | 25,479 | 889 | 5 | 553 | FL | | |
| . PRINCIPAL | GENERAL MOTORS ACCEPTANCE CORPORATION | | | | | | | | |
| . OBLIGEE | BANK OF AMERICA | | | | | | | | |
| . DESCRIPTION | LOST INSTRUMENT BOND | | | | | | | | |
| | CHECK NO 3142227, DATED 3-2-04 IN THE AMT OF \$12,739.74 | | | | | | | | |
| 6267256 | 03/31/09 | 03/31/10 | 20,000 | 100 | 4 | 930 | GA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY - GM AUCTION DEPARTMENT | | | | | | | | |
| . OBLIGEE | STATE OF GEORGIA | | | | | | | | |
| . DESCRIPTION | USED MOTOR VEHICLE DEALER | | | | | | | | |



ACCOUNT HB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CN |
|---------------|--|----------|-------------|-------------|----|-------|-------|-----|----|
| 6256932 | 01/01/09 | 01/01/10 | 5,000 | 100 | 2 | 930 | CA | | |
| . PRINCIPAL | VICTORIA LYNN PROCK OF GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA, DMV-ACCOUNTS PROCESSING MS H221 | | | | | | | | |
| . DESCRIPTION | VEHICLE VERIFIER BONDD | | | | | | | | |
| 6256931 | 01/01/09 | 01/01/10 | 1,000 | 100 | 2 | 949 | TN | | |
| . PRINCIPAL | SATURN CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF TENNESSEE | | | | | | | | |
| . DESCRIPTION | BOND FOR PETROLEUM PRODUCTS & ALTERNATIVE FUELS | | | | | | | | |
| 6256930 | 01/01/09 | 01/01/10 | 100,000 | 500 | 2 | 930 | MD | | |
| . PRINCIPAL | SATURN CORPORATION | | | | | | | | |
| . OBLIGEE | MARYLAND DEPARTMENT OF TRANSPORTATION | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE MANUFACTURER | | | | | | | | |
| 6256909 | 12/29/08 | 12/29/09 | 1,000 | 100 | 2 | 950 | TN | | |
| . PRINCIPAL | CHEVROLET-PONTIAC-CANADA GROUP, GENERAL MOTORS COMPANY, A D* | | | | | | | | |
| . OBLIGEE | STATE OF TENNESSEE | | | | | | | | |
| . DESCRIPTION | FUEL TAX BOND | | | | | | | | |
| 6256907 | 12/29/08 | 12/29/09 | 400 | 100 | 2 | 950 | CO | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY DBA CHEVROLET MOTOR DIVISION | | | | | | | | |
| . OBLIGEE | COLORADO DEPT. OF REVENUE | | | | | | | | |
| . DESCRIPTION | MILEAGE AND FUEL TAX BOND | | | | | | | | |
| 6256906 | 12/29/08 | 12/29/09 | 2,000 | 100 | 2 | 950 | NM | | |
| . PRINCIPAL | CHEVROLET MOTOR DIVISION, GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF NEW MEXICO | | | | | | | | |
| . DESCRIPTION | MOTOR FEE & TAX BOND | | | | | | | | |
| 6256905 | 12/29/08 | 12/29/09 | 1,000 | 100 | 2 | 993 | MI | | |
| . PRINCIPAL | PONTIAC MOTOR DIVISION, GENERAL MOTORS CORPORATION | | | | | | | | |
| . OBLIGEE | CITY OF PONTIAC | | | | | | | | |
| . DESCRIPTION | ERECT A FENCE ON CITY PUBLIC RIGHT OF WAY AT MANSFIELD & TENNYSON BETWEEN BALDWIN & ALLEY | | | | | | | | |
| 6251579 | 10/14/09 | 10/14/10 | 10,000 | 100 | 2 | 927 | CT | | |
| . PRINCIPAL | SAAB CARS USA INC | | | | | | | | |
| . OBLIGEE | STATE OF CONNECTICUT | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE LEASING BOND | | | | | | | | |
| 6251573 | 10/10/09 | 10/10/10 | 50,000 | 250 | 2 | 927 | NM | | |
| . PRINCIPAL | SATURN DISTRIBUTION CORPORATION | | | | | | | | |
| . OBLIGEE | STATE OF NEW MEXICO | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |



ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CN |
|---------------|--|----------|-------------|-------------|----|-------|-------|-----|----|
| 6251517 | 11/13/08 | 11/13/09 | 50,000 | 250 | 2 | 938 | MS | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF MISSISSIPPI | | | | | | | | |
| . DESCRIPTION | ITINERANT MERCHANTS | | | | | | | | |
| . | DO NOT CALL BOND | | | | | | | | |
| 6251516 | 11/13/08 | 11/13/09 | 20,000 | 100 | 2 | 938 | LA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF LOUISIANA | | | | | | | | |
| . DESCRIPTION | ITINERANT MERCHANTS | | | | | | | | |
| . | DO NOT CALL BOND | | | | | | | | |
| 6251482 | 12/31/08 | 12/31/09 | 25,000 | 125 | 2 | 922 | NH | | |
| . PRINCIPAL | SAAB LEASING CO., INC. | | | | | | | | |
| . OBLIGEE | STATE OF NEW HAMPSHIRE | | | | | | | | |
| . DESCRIPTION | SALES FINANCE BOND | | | | | | | | |
| . | | | | | | | | | |
| 6246326 | 09/09/09 | 09/09/10 | 50,000 | 250 | 1 | 579 | NH | | |
| . PRINCIPAL | SAAB CARS USA, INC. | | | | | | | | |
| . OBLIGEE | STATE OF NEW HAMPSHIRE | | | | | | | | |
| . DESCRIPTION | EXTENDED SERVICE CONTRACT | | | | | | | | |
| . | GMAC ACCT. # | | | | | | | | |
| 6246299 | 10/31/09 | 10/31/10 | 25,000 | 125 | 4 | 927 | DC | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | DISTRICT OF COLUMBIA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| . | | | | | | | | | |
| 6241164 | 09/30/09 | 09/30/10 | 10,000 | 100 | 4 | 930 | AL | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF ALABAMA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| . | | | | | | | | | |
| 6241114 | 09/30/09 | 09/30/10 | 10,000 | 100 | 3 | 930 | AL | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY/GM AUCTION DEPT. | | | | | | | | |
| . OBLIGEE | STATE OF ALABAMA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| . | | | | | | | | | |
| 6213039 | 08/27/08 | 08/27/10 | 75,000 | 750 | 2 | 950 | FC | | |
| . PRINCIPAL | 3033898 = GENERAL MORTORS DU CANADA LIMITEE | | | | | | | | |
| . OBLIGEE | SOCIETE DE L'ASSURANCE AUTOMOBILE DU QUEBEC | | | | | | | | |
| . DESCRIPTION | LIEN DE COMMERCEANT DE BEHICULE A MOTEUR (FOR THE RENEWAL OF | | | | | | | | |
| . | COMPANY CAR LICENSES) | | | | | | | | |
| 6205213 | 02/23/09 | 02/23/10 | 10,000 | 100 | 1 | 927 | CT | | |
| . PRINCIPAL | SAAB LEASING LLT. | | | | | | | | |
| . OBLIGEE | STATE OF CONNECTICUT | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICILE LEASING BOND | | | | | | | | |
| . | | | | | | | | | |



ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CDM | CN |
|---------------|---|----------|-------------|-------------|----|-------|-------|-----|----|
| 6205176 | 03/27/09 | 03/27/10 | 3,000,000 | 18,000 | 4 | 521 | MA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | COMMONWEALTH OF MASSACHUSETTS | | | | | | | | |
| . DESCRIPTION | WORKER' COMPENSATION | | | | | | | | |
| 6198930 | 03/04/09 | 03/04/10 | 5,000,000 | 25,000 | 2 | 972 | NY | | |
| . PRINCIPAL | GENERAL MOTORS CORPORATION -CUSTOM BOND #380301574 | | | | | | | | |
| . OBLIGEE | U. S. CUSTOMS SERVICE | | | | | | | | |
| . DESCRIPTION | DRAWBACK - ACTIVITY CODE 1A | | | | | | | | |
| | I.R.S #38-057251500 | | | | | | | | |
| 6198900 | 02/22/09 | 02/22/10 | 6,300 | 100 | 2 | 908 | NV | | |
| . PRINCIPAL | SAAB FINANCIAL SERVICES LLC | | | | | | | | |
| . OBLIGEE | STATE OF NEVADA | | | | | | | | |
| . DESCRIPTION | SALES/USE TAX PERMIT BOND | | | | | | | | |
| 6198899 | 02/20/09 | 02/20/10 | 10,000 | 100 | 2 | 927 | CA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY, DBA GM AUCTION DEPARTMENT | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6198898 | 02/03/09 | 02/03/10 | 50,000 | 250 | 2 | 927 | CA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA | | | | | | | | |
| . DESCRIPTION | COMMERCIAL REQUESTER ACCT. SURETY BOND | | | | | | | | |
| 6198885 | 01/17/09 | 01/17/10 | 10,000 | 100 | 1 | 927 | CT | | |
| . PRINCIPAL | SAAB CARS USA, INC | | | | | | | | |
| . OBLIGEE | STATE OF CONNECTICUT, DEPARTMENT OF MOTOR VEHICLES | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6184935 | 08/26/09 | 08/26/10 | 18,750 | 100 | 2 | 952 | FC | | |
| . PRINCIPAL | TM0003011044=GENERAL MOTORS OF CANADA LIMITED | | | | | | | | |
| . OBLIGEE | HER MAJESTY THE QUEEN, MINISTER OF NATIONAL REVENUE | | | | | | | | |
| . DESCRIPTION | WHOLESALE'S SALES TAX BOND | | | | | | | | |
| 6184928 | 07/10/09 | 07/10/10 | 1,125,000 | 5,625 | 2 | 972 | FC | | |
| . PRINCIPAL | TM0003011037=GENERAL MOTORS OF CANADA LIMITED | | | | | | | | |
| . OBLIGEE | CANADA CUSTOMS AND REVENUE AGENCY | | | | | | | | |
| . DESCRIPTION | CUSTOM BOND | | | | | | | | |
| 6184918 | 04/01/09 | 04/01/10 | 187,500 | 938 | 2 | 972 | FC | | |
| . PRINCIPAL | TM0003009793=GENERAL MOTORS CORPORATION | | | | | | | | |
| . OBLIGEE | CANADA CUSTOMS AND REVENUE AGENCY | | | | | | | | |
| . DESCRIPTION | CUSTOMS TEMPORARY IMPORTATION OF GOODS BOND | | | | | | | | |



ACCOUNT EB73 GENERAL MOTORS CORPORATION

| BOND NUMBER | EFF DATE | EXP DATE | BOND AMOUNT | BILL AMOUNT | RM | CLASS | STATE | CLM | CI |
|---------------|---|----------|-------------|-------------|----|-------|-------|-----|----|
| 6205176 | 03/27/09 | 03/27/10 | 3,000,000 | 18,000 | 4 | 521 | MA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | COMMONWEALTH OF MASSACHUSETTS | | | | | | | | |
| . DESCRIPTION | WORKER' COMPENSATION | | | | | | | | |
| 6198930 | 03/04/09 | 03/04/10 | 5,000,000 | 25,000 | 2 | 972 | NY | | |
| . PRINCIPAL | GENERAL MOTORS CORPORATION -CUSTOM BOND #380301574 | | | | | | | | |
| . OBLIGEE | U. S. CUSTOMS SERVICE | | | | | | | | |
| . DESCRIPTION | DRAWBACK - ACTIVITY CODE 1A I.R.S #38-057251500 | | | | | | | | |
| 6198900 | 02/22/09 | 02/22/10 | 6,300 | 100 | 2 | 90B | NV | | |
| . PRINCIPAL | SAAB FINANCIAL SERVICES LLC | | | | | | | | |
| . OBLIGEE | STATE OF NEVADA | | | | | | | | |
| . DESCRIPTION | SALES/USE TAX PERMIT BOND | | | | | | | | |
| 6198899 | 02/20/09 | 02/20/10 | 10,000 | 100 | 2 | 927 | CA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY, DBA GM AUCTION DEPARTMENT | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6198898 | 02/03/09 | 02/03/10 | 50,000 | 250 | 2 | 927 | CA | | |
| . PRINCIPAL | GENERAL MOTORS COMPANY | | | | | | | | |
| . OBLIGEE | STATE OF CALIFORNIA | | | | | | | | |
| . DESCRIPTION | COMMERCIAL REQUESTER ACCT. SURETY BOND | | | | | | | | |
| 6198885 | 01/17/09 | 01/17/10 | 10,000 | 100 | 1 | 927 | CT | | |
| . PRINCIPAL | SAAB CARS USA, INC | | | | | | | | |
| . OBLIGEE | STATE OF CONNECTICUT, DEPARTMENT OF MOTOR VEHICLES | | | | | | | | |
| . DESCRIPTION | MOTOR VEHICLE DEALER BOND | | | | | | | | |
| 6184935 | 08/26/09 | 08/26/10 | 18,750 | 100 | 2 | 952 | FC | | |
| . PRINCIPAL | TM0003011044=GENERAL MOTORS OF CANADA LIMITED | | | | | | | | |
| . OBLIGEE | HER MAJESTY THE QUEEN, MINISTER OF NATIONAL REVENUE | | | | | | | | |
| . DESCRIPTION | WHOLESALE'S SALES TAX BOND | | | | | | | | |
| 6184928 | 07/10/09 | 07/10/10 | 1,125,000 | 5,625 | 2 | 972 | FC | | |
| . PRINCIPAL | TM0003011037=GENERAL MOTORS OF CANADA LIMITED | | | | | | | | |
| . OBLIGEE | CANADA CUSTOMS AND REVENUE AGENCY | | | | | | | | |
| . DESCRIPTION | CUSTOM BOND | | | | | | | | |
| 6184918 | 04/01/09 | 04/01/10 | 187,500 | 938 | 2 | 972 | FC | | |
| . PRINCIPAL | TM0003009793=GENERAL MOTORS CORPORATION | | | | | | | | |
| . OBLIGEE | CANADA CUSTOMS AND REVENUE AGENCY | | | | | | | | |
| . DESCRIPTION | CUSTOMS TEMPORARY IMPORTATION OF GOODS BOND | | | | | | | | |