

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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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)
: :
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**ORDER PURSUANT TO 11 U.S.C. §§ 105(a)
AND 363 RESOLVING DISPUTES, MUTUAL MISTAKES, AND
AMBIGUITIES ARISING UNDER MASTER SALE AND PURCHASE AGREEMENT**

Upon the Motion, dated September 2, 2010 (the “**Motion**”),¹ of Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), for an entry of an order, pursuant to sections 105(a) and 363 of title 11, United States Code (the “**Bankruptcy Code**”), approving and ratifying that certain stipulation of settlement (the “**Stipulation of Settlement**”), annexed hereto as **Exhibit “A,”** between the Debtors and General Motors, LLC (f/k/a NGMCO, Inc.) (“**New GM,**” and together with the Debtors, the “**Parties**”) resolving certain disputes, mutual mistakes, and ambiguities arising under the terms of that certain Master Sale and Purchase Agreement By and Among General Motors Corporation, Saturn LLC, Saturn Distribution Corporation and Chevrolet Saturn of Harlem, as Sellers, and NGMCO, Inc. (n/k/a General Motors, LLC) as Purchaser (the “**MSPA**”), all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted as provided herein; and it is further

ORDERED that the Debtors are authorized to enter the Stipulation of Settlement, annexed hereto as **Exhibit "A"**, and the Stipulation of Settlement is hereby approved in all respects; and it is further

ORDERED that the designation of CVO Willow Run as an Excluded Real Property, and all Liabilities related thereto as Retained Liabilities, is conditioned upon the successful transfer of the Saginaw Landfill to New GM, as set forth in the Stipulation of Settlement; *provided, however*, that the failure of such conditions with respect to CVO Willow Run and Saginaw Landfill, as set forth in the Stipulation of Settlement, shall not cause to be delayed, void, or impact, in any other way whatsoever, any other terms of the Stipulation of Settlement; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
September 24, 2010

s/ Robert E. Gerber
United States Bankruptcy Judge

EXHIBIT A

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

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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

**STIPULATION OF SETTLEMENT REGARDING
MASTER SALE AND PURCHASE AGREEMENT**

This stipulation of settlement (the “**Stipulation of Settlement**”) is entered into by Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”) and General Motors, LLC (f/k/a NGMCO, Inc.) (“**New GM**” and together with the Debtors, the “**Parties**”), for the purpose of resolving certain mutual mistakes by the Parties and disputes and ambiguities arising under the terms of that certain Master Sale and Purchase Agreement, by and among MLC, Saturn LLC, Saturn Distribution Corporation and Chevrolet Saturn of Harlem, as Sellers, and New GM as Purchaser, dated as of June 26, 2009 (the “**MSPA**”).

RECITALS

WHEREAS, on June 26, 2009 the Parties entered into the MSPA and on July 10, 2009, the Debtors consummated the sale (the “**Closing**”) of substantially all of their assets pursuant thereto (the “**Sale**”); and

WHEREAS certain issues arose by virtue of (i) mutual mistake by the Parties as to the scheduling of certain assets under the MSPA, (ii) ambiguities or disputes under the MSPA regarding property taxes and the allocation of responsibility with respect to environmental

services or remediation associated with certain real property, and (iii) ambiguity under the MSPA regarding the Parties' rights with respect to certain claims arising under interest rate swaps with Deutsche Bank AG ("**Deutsche Bank**"); and

WHEREAS in order to avoid the costs and uncertainties attendant to the litigation of these issues, the Parties seek to resolve certain mutual mistakes, disputes, and ambiguities with respect to and arising under the MSPA on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the Parties that:

AGREEMENT

1. CVO Willow Run. Willow Run Company Vehicle Operations ("**CVO Willow Run**") is located at 2901 Tyler Road, Ypsilanti, Michigan 48198. Annexed hereto as Schedule I is a legal description and map of the CVO Willow Run property. Annexed hereto as Schedule II is a schedule of the Debtors' estimates of the costs associated with environmental remediation activities and monitoring of CVO Willow Run. CVO Willow Run and all Liabilities¹ relating thereto will constitute, respectively, Excluded Real Property and Retained Liabilities under the MSPA; *provided, however*, that any liabilities relating to CVO Willow Run arising out of, relating to, in respect of, or in connection with the use of CVO Willow Run by New GM during the period commencing on the date of the Closing and continuing through the Saginaw Landfill Transfer Date (as defined below), if such date occurs, shall be Assumed Liabilities; and *provided further* that the effectiveness of this Paragraph 1 and the designation of CVO Willow Run as Excluded Real Property and related liabilities as Retained Liabilities is expressly conditioned

¹ Capitalized terms used herein but not otherwise defined will have the meaning ascribed to such terms in the MSPA.

upon the successful transfer of the Saginaw Landfill (as defined below), as set forth in Paragraph 2 hereof.

2. Saginaw Landfill. Under the MSPA, New GM has the option to acquire the landfill owned by the Debtors and located at 2100 Veterans Memorial Parkway, Saginaw, Michigan 48603 (the “**Saginaw Landfill**”). Annexed hereto as Schedule III is a legal description and map of the Saginaw Landfill property. Annexed hereto as Schedule IV is a schedule of the Debtors’ estimates of the costs associated with the maintenance and environmental remediation of Saginaw Landfill. Upon finalization of the subdivision and separation of the properties commonly known as GMPT – Saginaw Metal Casting and Saginaw Nodular Iron pursuant to the MSPA and the Master Lease Agreement (Subdivision Properties) dated July 10, 2010 between MLC and New GM, and upon satisfaction of the regulatory requirements relating to the transfer of the Saginaw Landfill, New GM shall exercise the option to acquire the Saginaw Landfill in accordance with the MSPA. On the date on which the Saginaw Landfill is conveyed to New GM (the “**Landfill Transfer Date**”), which shall only occur upon (i) the subdivision of the Saginaw Landfill in accordance with applicable law and (ii) the satisfaction of all regulatory requirements relating to the transfer, the Saginaw Landfill shall become Owned Real Property (a subset of Purchased Assets comprising real property) and all Liability arising out of, relating to, in respect of, or in connection with the use, ownership, or sale of the Saginaw Landfill after the Landfill Transfer Date shall be Assumed Liabilities; *provided, however,* that without affect on any other provision in this Stipulation of Settlement (except as to Paragraph 1 as set forth herein) in the event that the Saginaw Landfill is not successfully transferred to New GM, for any reason whatsoever (other than the Debtors’ refusal to transfer the Saginaw Landfill to New GM or to use commercially reasonable efforts to cooperate with New

GM in obtaining the necessary third-party approvals applicable to the transfer of the Saginaw Landfill), including, but not limited to New GM's failure to subdivide and satisfy the relevant regulatory requirements relating to the transfer, (i) CVO Willow Run and the liabilities in connection therewith shall remain Owned Real Property (a subset of Purchased Assets comprising real property) and Assumed Liabilities to the extent set forth in this paragraph, and (ii) the Saginaw Landfill and the Liabilities in connection therewith shall remain Excluded Real Property and Retained Liabilities. The Parties agree to use their commercially reasonable best efforts to effectuate the transfer of the Saginaw Landfill in a timely manner.

3. Invoices. Annexed hereto as Schedule V is a schedule of invoices (the "**Invoices**") for environmental remediation services provided by third-party contractors with respect to property (i) that was transferred to New GM pursuant to the MSPA and (ii) owned by the Debtors. New GM will assume liability for \$1,513,658 in respect of the Invoices.

4. Idled Plant Transportation and Disposal Costs. Annexed hereto as Schedule VI is a list of facilities (the "**Idled Facilities**") and historical costs associated with the transportation and disposal of hazardous waste produced in connection with the Facility Idling Process (as such term is defined in that certain Master Lease Agreement (Excluded Manufacturing Assets) dated July 10, 2009 between MLC and New GM) at the Idled Facilities (the "**Idled Plant Transportation and Disposal Costs**"). New GM will assume one half of the Idled Plant Transportation and Disposal Costs, which shall amount to \$859,625. Upon payment of its share of the Idled Plant Transportation and Disposal Costs, New GM will have no further obligation to pay the Debtors any amounts relating to the transportation and disposal of hazardous waste produced in connection with the Facility Idling Process.

5. Property Tax. Annexed hereto as Schedule VII is a schedule of estimated real property taxes (the “**Property Taxes**”) relating to real property owned or leased by the Debtors, and leased or occupied by New GM after the Closing, but handed back to the Debtors during the 2009 calendar year (the “**Facilities**”). New GM will assume liability for \$696,145.41 in respect of the Property Taxes relating to the period beginning as of the date that New GM handed over the respective properties to the Debtors through December 31, 2009. Upon payment of the assumed Property Taxes by New GM, the allocation of Property Taxes on the Facilities for the 2009 calendar year between New GM and Debtors will be complete and final, except to the extent that adjustment is required due to changes after the date hereof in the underlying total property tax due for such period to taxing authorities.

6. Properties. Annexed hereto as Schedule VIII is a list of properties (the “**Properties**”) located in Indiana and Ohio. The Parties Agree that the Properties and all liabilities relating thereto shall be Excluded Real Properties and Retained Liabilities, respectively, and the titles to the Properties shall remain vested in the Debtors.

7. Deutsche Bank Settlement. On November 24, 2009, Deutsche Bank filed a motion [Docket No. 4529] for relief from the automatic stay, asserting a right to setoff \$24,040,404 (the “**Swap Debt**”) that it owes in respect of interest rate swap debt, against its claim for \$24,073,200 (the “**Bond Claim**”) relating to the face value of the Debtors’ bonds it held as of the Commencement Date. Upon completion of litigation with Deutsche Bank with respect to the setoff, and to the extent that any proceeds of the Swap Debt become available to either the Debtors or New GM, the Parties agree that (i) the Debtors will receive the first \$9 million of such proceeds, and (ii) the balance of the recovery will be split evenly between the

Parties. To the extent Deutsche Bank's right to setoff is validated, the Parties Agree that the Swap Debt may be used to effectuate the setoff against the Bond Claim.

8. This Stipulation is subject in all respects to approval by the Bankruptcy Court. Upon such approval, this Stipulation and Settlement shall be binding upon the Parties, and may not be changed, altered, or modified except in writing, signed by the Parties or their duly authorized attorneys and approved by the Bankruptcy Court.

9. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Stipulation of Settlement.

10. This Stipulation of Settlement may be executed in counterparts.

Stipulated and Agreed:

Dated: September 2, 2010

MOTORS LIQUIDATION COMPANY

GENERAL MOTORS, LLC

By: /s/ Thomas A. Morrow
Name: Thomas A. Morrow
Title: Vice President

By: /s/ Russel S. Bratley
Name: Russel S. Bratley
Title: Director - Corporate Financial
Planning and Analysis

Schedule I

Legal Description and Map of CVO Willow Run Property

Tax ID Number: **11-12-300-006**

Land situated in the **Township of Ypsilanti**, in the County of **Washtenaw**, State of **Michigan** is described as follows:

Part of Southeast 1/2, Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan commencing at Southeast corner of Section 12, thence South 87 degrees, 46 minutes, 46 seconds West along South line of Section 935.33 feet to point of beginning; thence continuing South 87 degrees, 46 minutes, 46 seconds West along South line of Section which is also the centerline of Tyler Road (proposed 120 feet wide) 1397.50 feet; thence North 00 degrees 00 minutes 25 seconds West 732.97 feet; thence North 89 degrees, 53 minutes, 1 minute East 192.96 feet; thence North 33 degrees, 3 minutes, 21 seconds East 305.54 feet to point that approximately the centerline of Willow Run Creek; thence along centerline in a Southerly direction in the Willow Run Creek the following courses and distance; South 16 degrees 47 minutes, 55 seconds East 173.21 feet; thence South 42 degrees, 9 minutes, 5 seconds East 284.61 feet; thence South 86 degrees, 11 minutes, 10 seconds East 300.66 feet; thence South 74 degrees, 6 minutes, 15 seconds East 157 feet; thence North 83 degrees, 10 minutes, 55 seconds East 185.31 feet; thence South 82 degrees, 54 minutes, 10 seconds East 250.92 feet; thence South 45 degrees, 40 minutes, 10 seconds East 181.74 feet; thence South 4 degrees, 51 minutes, 50 seconds West 188.68 feet; thence leaving the approximate centerline of the Willow Run Creek on course of South 61 degrees, 16 minutes, 45 seconds West 232.01 feet to a point that is on the North line of Tyler Road; thence South 1 degree, 16 minutes, 17 seconds East 60.01 feet; to point of beginning containing 22.06 more or less acres of land.

Commonly known as: 2901 Tyler Road, Ypsilanti, MI 48198

Ypsilanti, MI –CVO – Vehicle Center
2901 Tyler Road, Ypsilanti, MI



Schedule II

CVO Willow Run Environmental Remediation and Monitoring Costs

Activities Related to Clean-up and Monitoring of CVO Willow Run	\$ 7,542,403
-Agreements/Work Plans/Risk Assessment/Reports	
-PACO 24	
-PAOC 23	
-PAOC 19 (Site Wide GW)	
-PAOC 18/29 - DNAPL/LNAPL	
-Contingency Cost	

Schedule III

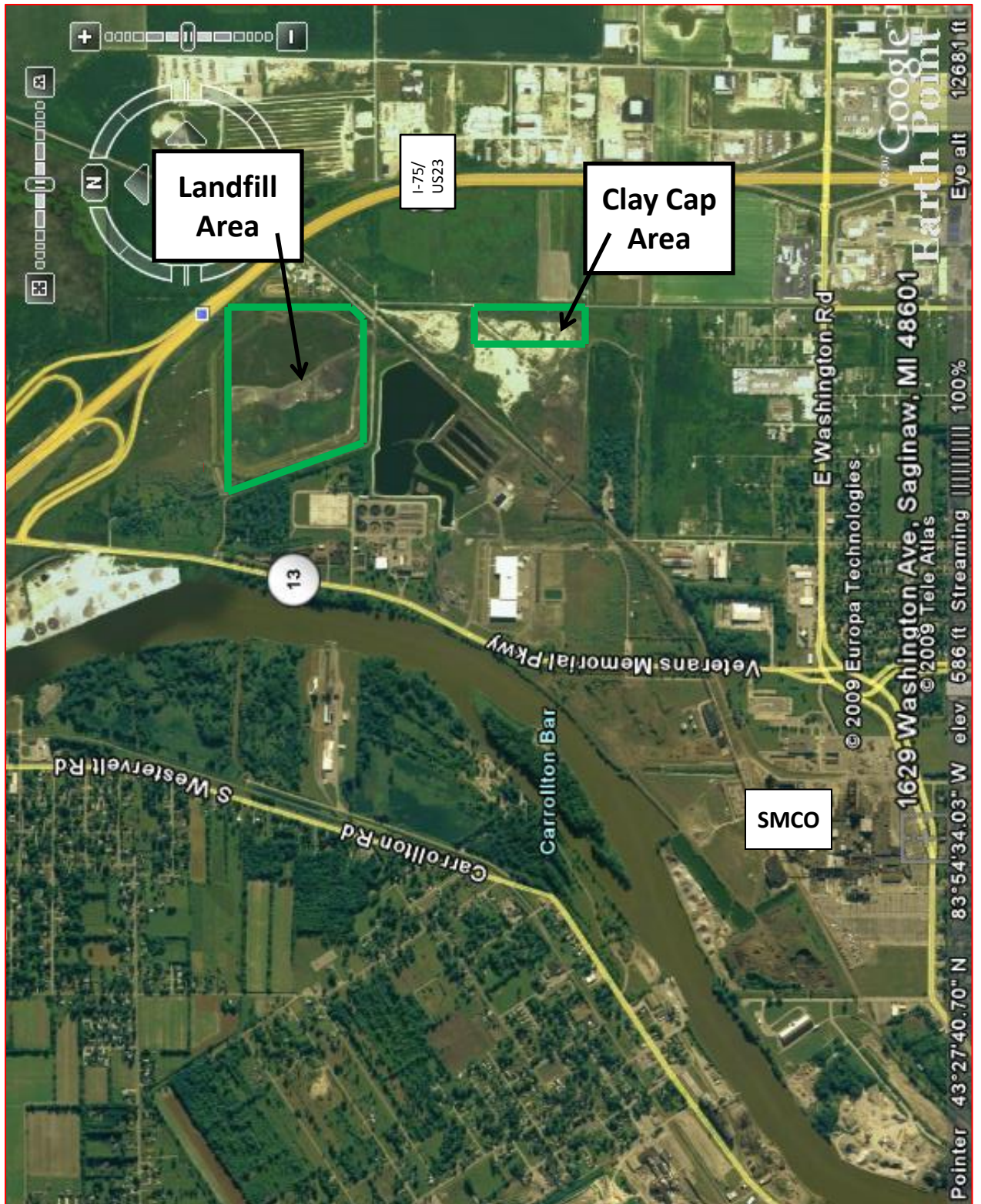
Legal Description and Map of Saginaw Landfill

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWN 12 NORTH, RANGE 5 EAST, BUENA VISTA TOWNSHIP, SAGINAW COUNTY, MICHIGAN; DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE N00°02'00"W 313.43 FEET TO THE POINT OF BEGINNING; THENCE S40°49'28"W 406.25 FEET; THENCE N88°42'22"W 1397.64 FEET; THENCE N19°49'03"W 1729.07 FEET; THENCE N71°48'13"E 384.20 FEET; THENCE N82°11'16"E 203.32 FEET; THENCE N89°00'10"E 967.66 FEET; THENCE S75°52'26"E 130.59 FEET; THENCE S45°59'32"E 160.63 FEET; THENCE S35°52'45"E 287.47 FEET; THENCE S53°09'33"E 139.38 FEET; THENCE S82°25'28"E 194.04 FEET; THENCE S00°02'00"E 1029.72 FEET TO THE POINT OF BEGINNING. CONTAINING 75.63 ACRES.

AND

PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWN 12 NORTH, RANGE 5 EAST, BUENA VISTA TOWNSHIP, SAGINAW COUNTY, MICHIGAN; DESCRIBED AS BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE S89°44'00"W 530.01 FEET ALONG THE EAST WEST QUARTER LINE; THENCE N00°00'00"E 1502.00 FEET; THENCE N89°44'00"E 530.01 FEET; THENCE S00°00'00"W 1502.00 FEET ALONG THE EAST SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 18.28 ACRES.

Saginaw, MI – Nodular Iron - Landfill and Clay Cap Area



Schedule IV

Saginaw Iron Landfill Environmental Remediation and Maintenance Costs

Cost Estimate for Entire SNI Property	\$8,355,199
(Net present value of future remediation)	
Portion of Estimate Attributable to the Landfill	\$3,758,193
Activities Attributable to the Landfill	
-Agency Oversight	
-Landfill Cap OM&M	
-Landfill Closure	
-Contingency	
Non-landfill Related Portion of Estimate	\$4,597,006

Schedule V

Invoices

<u>Date</u>	<u>Number</u>	<u>Site</u>	<u>Vendor</u>	<u>Amount</u>
6/30/2009	236-200906	Allison Eagle Creek	Encore Environmental Consortium	384.36
7/31/2009	236-200907	Allison Eagle Creek	Encore Environmental Consortium	356.80
6/26/2009	027-200906	Allison Transmission	Encore Environmental Consortium	20,721.05
7/27/2009	E027-200907	Allison Transmission	Encore Environmental Consortium	39,590.22
6/26/2009	OMM-027-200906	Allison Transmission	Encore Environmental Consortium	28,155.51
7/27/2009	OMM027B-200907	Allison Transmission	Encore Environmental Consortium	39,114.06
6/10/2009	72	Bedford	Sevenson Environmental Services, Inc.	133,602.28
6/19/2009	73	Bedford	Sevenson Environmental Services, Inc.	95,613.39
7/2/2009	74	Bedford	Sevenson Environmental Services, Inc.	83,884.26
7/17/2009	75	Bedford	Sevenson Environmental Services, Inc.	85,595.03
6/30/2009	117A-200906	Bedford	Encore Environmental Consortium	289,052.70
7/31/2009	117A-200907	Bedford	Encore Environmental Consortium	279,192.66
7/8/2009	280667 E117	Bedford	Encore Environmental Consortium	7,810.88
7/31/2009	OMM117B-200907	Bedford	Encore Environmental Consortium	29,570.87
6/12/2009	OMM-E119-200906	Defiance	Encore Environmental Consortium	4,400.19
7/17/2009	OMME119-PM406_200907	Defiance	Encore Environmental Consortium	12,734.98
7/31/2009	099-200907	Desert Proving Grounds	Encore Environmental Consortium	86,415.23
6/27/2009	31842E	Desert Proving Grounds	WDC Exploration & Wells	6,375.00
6/30/2009	094-200906	Doraville	Encore Environmental Consortium	3,863.84
7/27/2009	123_PM036_200907	Flint V8	Encore Environmental Consortium	436.80

6/19/2009	E123-PM036_200906	Flint V8	Encore Environmental Consortium	1,022.80
5/31/2009	OMM053109F1246	Flint V8	Global Environmental Engineering, Inc.	4,136.50
6/30/2009	OMM063009F1246	Flint V8	Global Environmental Engineering, Inc.	4,136.50
6/30/2009	OMM123B-200906	Flint V8	Encore Environmental Consortium	5,367.15
7/31/2009	omm123b-200907	Flint V8	Encore Environmental Consortium	10,382.49
6/19/2009	32629	GMNA - Flint on Van Slyke	General Oil Company, Inc.	1,340.00
7/11/2009	32718	GMNA - Flint on Van Slyke	General Oil Company, Inc.	1,528.75
6/30/2009	104B-200906	GMNA - Flint on Van Slyke	Encore Environmental Consortium	5,105.86
7/31/2009	104B-200907	GMNA - Flint on Van Slyke	Encore Environmental Consortium	2,801.08
6/8/2009	277765 E117	GMPT - Bedford	Encore Environmental Consortium	2,182.51
6/30/2009	OMM117B-200906	GMPT - Bedford	Encore Environmental Consortium	24,941.88
6/30/2009	132-200906	GMPT - Toledo	Encore Environmental Consortium	1,848.03
7/31/2009	132-200907	GMPT - Toledo	Encore Environmental Consortium	3,117.99
6/30/2009	OMM133B-200906	GMPT - Tonawanda	Encore Environmental Consortium	2,213.96
6/19/2009	OMME133_PM412_200906	GMPT - Tonawanda	Encore Environmental Consortium	4,393.79
7/21/2009	OMME133-PM412-200907	GMPT - Tonawanda	Encore Environmental Consortium	6,845.75
6/30/2009	134B-200906	GMPT - Warren	Encore Environmental Consortium	848.53
7/31/2009	134B-200907	GMPT - Warren	Encore Environmental Consortium	637.93
7/27/2009	088-200907	Lansing 1 & 2	Encore Environmental Consortium	10,428.90
6/30/2009	088E-200906	Lansing 1 & 2	Encore Environmental Consortium	902.80
7/27/2009	088E-200907	Lansing 1 & 2	Encore Environmental Consortium	2,132.20
6/30/2009	E_088D_130_200906	Lansing 1 & 2	Encore Environmental Consortium	22,134.08
6/30/2009	OMM088F-200906	Lansing 1 & 2	Encore Environmental Consortium	7,417.99

7/31/2009	OMM088F-200907	Lansing 1 & 2	Encore Environmental Consortium	12,499.74
7/31/2009	109-200907	Linden Assembly	Encore Environmental Consortium	1,008.12
7/31/2009	090B-200907	Lordstown	Encore Environmental Consortium	5,479.62
7/17/2009	OMME090-PM402_200907	Lordstown	Encore Environmental Consortium	1,809.22
2/25/2009	E_090_PM402_200902	Lordstown	Encore Environmental Consortium	4,082.04
6/30/2009	E_029_126_200906	Metal Fab Grand Blanc	Encore Environmental Consortium	3,837.11
7/31/2009	E_029_126_200907	Metal Fab Grand Blanc	Encore Environmental Consortium	12,567.00
6/30/2009	097-200906	Mid/Lux - Tarrytown	Encore Environmental Consortium	19,870.24
7/29/2009	097-200907	Mid/Lux - Tarrytown	Encore Environmental Consortium	24,760.27
6/30/2009	101-200906	Milford Proving Grounds	Encore Environmental Consortium	3,038.85
6/30/2009	101A-200906	Milford Proving Grounds	Encore Environmental Consortium	8,710.64
7/31/2009	101A-200907	Milford Proving Grounds	Encore Environmental Consortium	5,446.75
7/31/2009	101G-200907	Milford Proving Grounds	Encore Environmental Consortium	133.43
7/31/2009	101I-200907	Milford Proving Grounds	Encore Environmental Consortium	1,652.26
8/14/2009	284448	Milford Proving Grounds	Arcadis	5,817.26
6/30/2009	131-200906	SMCO	Encore Environmental Consortium	8,372.80
7/31/2009	131-200907	SMCO	Encore Environmental Consortium	8,895.70
6/30/2009	143A-200906	SPO (various)	Encore Environmental Consortium	2,300.76
6/30/2009	167A-200906	Tech Center	Encore Environmental Consortium	6,799.29
7/31/2009	167A-200907	Tech Center	Encore Environmental Consortium	3,839.61
Total				\$1,513,658.29

Schedule VI

Idled Plant Transportation and Disposal Costs

Historical transportation and disposal (T&D) costs experienced by GM:

		Remove outliers
Doraville	\$ 82,074	\$ 82,074
Grand Rapids	\$ 87,519	\$ 87,519
Janesville	\$ 150,723	\$ 150,723
Livonia	\$ 41,813	low
Moraine	\$ 159,613	high
Massena	\$ 138,176	\$138,176
Average (rounded)		\$115,000
15% Risk Management fee (Suggested by Greg Mischley)		\$ 17,250
Total est. T&D costs/plant		\$132,250
Remaining Total Est. T&D Costs		\$1,719,250

Plants to be idled

- 1 Wilmington Assembly
- 2 Pontiac Assembly
- 3 Mansfield Stamping
- 4 Parma Powertrain
- 5 Willow Run Powertrain
- 6 Fredericksburg Powertrain
- 7 Flint North
- 8 Pontiac Stamping
- 9 Grand Rapids Stamping
- 10 Livonia Powertrain
- 11 Indy Stamping
- 12 Shreveport Assembly
- 13 Shreveport Stamping

Schedule VII

Real Property Taxes

[Content on following page]

Line Number	File Number	State	Juris Cd	Parcel / Account	Location ID	2009 Tax Year Real Property Taxes Paid During 2009	2009 Tax Year Real Property Taxes due after 12/31/09	Turnover Date	MLC Days	MLC Tax Allocation	Estimated Settlement Value From GM	GM Tax Allocation
1	247	IN	Delaware	116378009000	RG090000-XXXX-XX-G	\$ -	\$ 299.70	8/28/2009	125	\$ 102.64	\$ 51.32	\$ 248.38
2	252	IN	Delaware	116328001000	R3270000-XXXX-XX-G	\$ -	\$ 23,186.40	8/28/2009	125	\$ 7,933.38	\$ 3,967.15	\$ 19,207.21
3	253	IN	Delaware	116328002000	R6100000-XXXX-XX-G	\$ -	\$ 29,496.00	8/28/2009	125	\$ 10,101.37	\$ 5,060.63	\$ 24,440.32
4	254	IN	Delaware	116327001000	RG120000-XXXX-XX-G	\$ -	\$ 300.20	8/28/2009	125	\$ 102.81	\$ 51.41	\$ 248.80
5	255	IN	Delaware	116327003000	RG130000-XXXX-XX-G	\$ -	\$ 463.90	8/28/2009	125	\$ 158.87	\$ 79.44	\$ 384.47
6	256	IN	Delaware	116328001000	RG140000-XXXX-XX-G	\$ -	\$ 279.20	8/28/2009	125	\$ 95.52	\$ 47.81	\$ 231.39
7	257	IN	Delaware	116328002000	RG150000-XXXX-XX-G	\$ -	\$ 195.20	8/28/2009	125	\$ 66.85	\$ 33.43	\$ 161.78
8	258	IN	Delaware	116328003000	RG160000-XXXX-XX-G	\$ -	\$ 393.90	8/28/2009	125	\$ 134.90	\$ 67.45	\$ 326.45
9	259	IN	Delaware	116328004000	RG170000-XXXX-XX-G	\$ -	\$ 205.70	8/28/2009	125	\$ 70.45	\$ 35.23	\$ 170.48
10	260	IN	Delaware	116328005000	RG180000-XXXX-XX-G	\$ -	\$ 331.70	8/28/2009	125	\$ 113.60	\$ 56.80	\$ 274.90
11	261	IN	Delaware	116328006000	RG190000-XXXX-XX-G	\$ -	\$ 170.70	8/28/2009	125	\$ 58.46	\$ 29.23	\$ 141.47
12	262	IN	Delaware	116328007000	RG080000-XXXX-XX-G	\$ -	\$ -	8/28/2009	125	\$ -	\$ -	\$ -
13	263	IN	Delaware	116328008000	RG200000-XXXX-XX-G	\$ -	\$ 170.70	8/28/2009	125	\$ 58.46	\$ 29.23	\$ 141.47
14	264	IN	Delaware	116328009000	RG110000-XXXX-XX-G	\$ -	\$ 174.20	8/28/2009	125	\$ 59.66	\$ 29.83	\$ 144.37
15	265	IN	Delaware	116328010000	RG210000-XXXX-XX-G	\$ -	\$ -	8/28/2009	125	\$ -	\$ -	\$ -
16	266	IN	Delaware	116328011000	RG220000-XXXX-XX-G	\$ -	\$ 11,661.78	8/28/2009	125	\$ 3,993.76	\$ 1,996.88	\$ 9,664.90
17	267	IN	Delaware	116328012000	RG240000-XXXX-XX-G	\$ -	\$ -	8/28/2009	125	\$ -	\$ -	\$ -
18	268	IN	Delaware	116328013000	RG250000-XXXX-XX-G	\$ -	\$ 299.70	8/28/2009	125	\$ 102.64	\$ 51.32	\$ 248.38
19	269	IN	Delaware	116328014000	RG260000-XXXX-XX-G	\$ -	\$ 299.70	8/28/2009	125	\$ 102.64	\$ 51.32	\$ 248.38
20	329	IN	Delaware	116376002000-7000	RG230000-XXXX-XX-G	\$ -	\$ 10.00	8/28/2009	125	\$ 3.42	\$ 1.71	\$ 8.29
21	364	MA	Frammingham	176.0-0431-0002.0	R8260000-XXXX-NF-G	\$ -	\$ -	9/25/2009	97	\$ -	\$ -	\$ -
22	271	MA	Sherborn	0001-0000-0004 (6911-572)	R8270000-XXXX-NF-G	\$ 2,047.77	\$ 2,047.77	9/25/2009	97	\$ 1,068.40	\$ 544.20	\$ 3,551.34
23	97	MI	Burton	59-10-100-030	RE340000-XXXX-NF-G	\$ 178.89	\$ 191.79	9/25/2009	97	\$ 98.78	\$ 49.39	\$ 322.29
24	98	MI	Burton	59-10-100-031	RE350000-XXXX-NF-G	\$ 7,047.67	\$ 7,502.70	9/25/2009	97	\$ 3,866.81	\$ 1,933.41	\$ 12,616.97
25	511	MI	Burton	59-29-300-021	R0320000-XXXX-NF-G	\$ -	\$ -	9/18/2009	104	\$ -	\$ -	\$ -
26	73	MI	Burton	59-29-300-024	R0330000-XXXX-NF-G	\$ 4,245.75	\$ 1,983.06	9/18/2009	104	\$ 1,774.78	\$ 887.39	\$ 5,341.42
27	11	MI	Delta Ctr Township	23-040-027-100-050-00	R9100000-XXXX-NF-G	\$ 19,155.50	\$ 26,867.04	9/25/2009	97	\$ 12,230.91	\$ 6,115.46	\$ 39,908.09
28	241	MI	Detroit	14010133	R0870000-XXXX-XX-G	\$ 24,518.98	\$ -	9/18/2009	104	\$ 6,985.23	\$ 3,493.12	\$ 21,025.87
29	242	MI	Detroit	16012943	R0930000-XXXX-NF-G	\$ 12,422.02	\$ -	9/18/2009	104	\$ 3,539.42	\$ 1,769.71	\$ 10,652.31
30	243	MI	Detroit	24001402	R0920000-XXXX-NF-G	\$ 1,028.14	\$ -	9/18/2009	104	\$ 292.95	\$ 146.48	\$ 881.67
31	293	MI	Detroit	02002155-6	R1410000-XXXX-NF-G	\$ 11,637.68	\$ -	9/18/2009	104	\$ 3,315.94	\$ 1,657.97	\$ 9,979.71
32	380	MI	Flint City	20-00-189-132-4	Flint Engine North	\$ 720.20	\$ 438.13	8/28/2009	125	\$ 396.69	\$ 198.35	\$ 959.99
33	457	MI	Flint City	40-13-154-002-5	Delphi Flint West	\$ -	\$ -	10/31/2009	61	\$ -	\$ -	\$ -
34	101	MI	Flint City	40-13-177-002-0	Delphi Flint West	\$ 450.02	\$ 274.53	10/31/2009	61	\$ 121.92	\$ 60.96	\$ 668.59
35	100	MI	Flint City	40-13-254-008-8	BOC Die & Engineering	\$ 4.74	\$ 2.85	10/31/2009	61	\$ 1.27	\$ 0.64	\$ 6.96
36	460	MI	Flint City	40-14-279-013-3	Delphi Flint West	\$ 527.68	\$ 318.16	10/31/2009	61	\$ 141.36	\$ 70.68	\$ 775.16
37	108	MI	Flint City	41-06-179-048-4	R2060000-XXXX-NF-G	\$ 2,210.70	\$ 1,344.95	8/28/2009	125	\$ 1,217.69	\$ 608.85	\$ 2,946.81
38	109	MI	Flint City	41-06-180-007-2	R2070000-XXXX-NF-G	\$ 37,117.00	\$ 22,817.86	8/28/2009	125	\$ 20,546.18	\$ 10,273.09	\$ 49,721.77
39	111	MI	Flint City	41-06-326-050-4	R2090000-XXXX-NF-G	\$ 14,959.22	\$ 9,100.90	8/28/2009	125	\$ 8,239.77	\$ 4,119.89	\$ 19,940.24
40	112	MI	Flint City	41-06-376-008-6	R2100000-XXXX-NF-G	\$ 9,635.06	\$ 5,861.76	8/28/2009	125	\$ 5,307.13	\$ 2,653.57	\$ 12,843.26
41	113	MI	Flint City	41-06-377-007-8	R2110000-XXXX-NF-G	\$ 23,118.82	\$ 141.25	8/28/2009	125	\$ 125.87	\$ 62.93	\$ 311.15
42	114	MI	Flint City	41-06-379-009-0	R2130000-XXXX-NF-G	\$ 8,142.82	\$ 4,963.92	8/28/2009	125	\$ 4,488.61	\$ 2,244.31	\$ 10,862.44
43	95	MI	Flint City	41-06-401-019	R9910000-XXXX-NF-G	\$ 19,318.02	\$ 11,752.74	8/28/2009	125	\$ 10,640.67	\$ 5,320.34	\$ 25,750.43
44	464	MI	Flint City	41-06-451-003-2	R2150000-XXXX-NF-G	\$ 1,197.46	\$ 728.50	8/28/2009	125	\$ 659.58	\$ 329.79	\$ 1,596.17
45	206	MI	Flint City	41-30-276-019-7	R2210000-XXXX-NF-G	\$ 100.90	\$ 121.73	9/18/2009	104	\$ 63.43	\$ 31.72	\$ 190.92
46	494	MI	Flint City	47-31-452-045-4	R1960000-XXXX-NF-G	\$ 73,837.26	\$ 44,921.36	9/25/2009	97	\$ 31,560.51	\$ 15,780.26	\$ 102,978.37
47	314	MI	Flint Township	07-17-200-028(REALM)	R0820000-XXXX-NF-G	\$ -	\$ -	9/11/2009	111	\$ -	\$ -	\$ -
48	330	MI	Genesee	11-18-100-002	RE040000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
49	331	MI	Genesee	11-18-200-010	RE050000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
50	332	MI	Genesee	11-18-200-011	RE060000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
51	333	MI	Genesee	11-18-200-012	RE070000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
52	334	MI	Genesee	11-18-400-006	RE080000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
53	335	MI	Genesee	11-18-400-007	RE090000-XXXX-UL-G	\$ -	\$ -	9/4/2009	118	\$ -	\$ -	\$ -
54	14	MI	Lansing City-Ingham	33-01-01-17-101-023	R2600000-XXXX-NF-G	\$ 28,421.65	\$ 3,871.20	9/4/2009	118	\$ 10,439.88	\$ 5,219.94	\$ 27,072.91
55	15	MI	Lansing City-Ingham	33-01-01-17-176-001	R2620000-XXXX-NF-G	\$ 200.19	\$ 27.24	9/4/2009	118	\$ 73.53	\$ 36.77	\$ 190.67
56	185	MI	Lansing Ctr Township	33-021-01-07-426-001	R2940000-XXXX-NF-G	\$ 34,377.20	\$ 29,128.38	9/4/2009	118	\$ 20,530.57	\$ 10,265.29	\$ 53,240.30
57	186	MI	Lansing Ctr Township	33-021-01-18-226-001	R2960000-XXXX-NF-G	\$ 621.11	\$ 526.26	9/4/2009	118	\$ 370.93	\$ 185.47	\$ 961.91
58	187	MI	Lansing Ctr Township	33-021-01-18-227-001	R2860000-XXXX-NF-G	\$ 17,986.24	\$ 15,240.04	9/4/2009	118	\$ 10,741.65	\$ 5,370.83	\$ 27,855.46
60	188	MI	Lansing Ctr Township	33-021-01-18-276-001	R2870000-XXXX-NF-G	\$ 37.93	\$ 32.38	9/4/2009	118	\$ 22.73	\$ 11.37	\$ 58.95
61	189	MI	Lansing Ctr Township	33-021-01-18-276-002	R2880000-XXXX-NF-G	\$ 91.70	\$ 77.87	9/4/2009	118	\$ 54.82	\$ 27.41	\$ 142.16
62	190	MI	Lansing Ctr Township	33-021-01-18-276-003	R2890000-XXXX-NF-G	\$ 9,955.59	\$ 8,312.64	9/4/2009	118	\$ 5,789.51	\$ 2,894.76	\$ 15,013.48
63	191	MI	Lansing Ctr Township	33-021-01-18-277-001	R2900000-XXXX-NF-G	\$ 111.97	\$ 94.93	9/4/2009	118	\$ 66.89	\$ 33.45	\$ 173.46
64	192	MI	Lansing Ctr Township	33-021-01-18-277-002	R2910000-XXXX-NF-G	\$ 111.97	\$ 94.93	9/4/2009	118	\$ 66.89	\$ 33.45	\$ 173.46
65	193	MI	Lansing Ctr Township	33-021-01-18-278-001	R2920000-XXXX-NF-G	\$ 10,016.12	\$ 8,932.98	9/4/2009	118	\$ 6,126.01	\$ 3,063.01	\$ 15,866.10
66	476	MI	Livonia	46-118-99-001-001	R2990000-XXXX-NF-G	\$ 123,984.42	\$ 109,321.20	8/28/2009	125	\$ 79,899.18	\$ 39,949.59	\$ 193,354.03
67	525	MI	Milford Township	63-1-16-19-100-030	RF830000-XXXX-NF-G	\$ 8,959.03	\$ 1,873.60	9/4/2009	118	\$ 3,502.02	\$ 1,751.01	\$ 9,081.52
68	526	MI	Milford Township	63-1-16-19-100-048	RF880000-XXXX-NF-G	\$ 14,049.43	\$ 2,849.94	9/4/2009	118	\$ 5,463.36	\$ 2,731.68	\$ 14,167.69
69	29	MI	Pontiac	63-64-14-17-384-003	R3520000-XXXX-NF-G	\$ 10,253.38	\$ 225.99	12/31/2009	0	\$ -	\$ -	\$ 10,479.37
70	138	MI	Pontiac	63-64-14-19-432-003	R3550000-XXXX-NF-G	\$ 2,626.69	\$ 57.87	9/11/2009	111	\$ 816.10	\$ 408.05	\$ 2,275.51
71	139	MI	Pontiac	63-64-14-19-432-004	R3560000-XXXX-NF-G	\$ 28,859.38	\$ 622.41	9/11/2009	111	\$ 8,965.70	\$ 4,482.85	\$ 24,998.94
72	30	MI	Pontiac	63-64-14-20-201-001	R3580000-XXXX-NF-G	\$ 542,736.76	\$ 11,963.38	9/11/2009	111	\$ 168,689.63	\$ 84,344.82	\$ 470,355.33
73	31	MI	Pontiac	63-64-14-20-202-002	R3600000-XXXX-NF-G	\$ 316.08	\$ 6.95	12/31/2009	0	\$ -	\$ -	\$ 323.03
74	32	MI	Pontiac	63-64-14-20-202-003	R3610000-XXXX-NF-G	\$ 81.35	\$ 1.77	12/31/2009	0	\$ -	\$ -	\$ 83.12
75	33	MI	Pontiac	63-64-14-20-202-005	R3620000-XXXX-NF-G	\$ 151.71	\$ 3.32	12/31/2009	0	\$ -	\$ -	\$ 155.03
76	137	MI	Pontiac	63-64-14-20-202-007	R3630000-XXXX-NF-G	\$ 65.61	\$ 1.42	12/31/2009	0	\$ -	\$ -	\$ 67.03
77	513	MI	Pontiac	63-64-14-29-284-007	R3740000-XXXX-NF-G	\$ 113.40	\$ 2.48	9/18/2009	104	\$ 33.02	\$ 16.51	\$ 99.37
78	514	MI	Pontiac	63-64-14-29-284-008	R3750000-XXXX-NF-G	\$ 223.13	\$ 4.89	9/18/2009	104	\$ 64.97	\$ 32.45	\$ 135.54
79	34	MI	Pontiac	63-64-14-29-428-002	R3760000-XXXX-NF-G	\$ 34,669.47	\$ 764.18	9/18/2009	104	\$ 10,095.16	\$ 5,048.08	\$ 30,385.57
80	515	MI	Pontiac	63-64-14-33-302-001	R3790000-XXXX-NF-G	\$ 21,023.57	\$ 463.40	8/28/2009	125	\$ 7,358.55	\$ 3,679.28	\$ 17,807.70
81	150	MI	Pontiac	63-64-14-33-302-002	R3810000-XXXX-NF-G	\$ 4,735.72	\$ 104.36	8/28/2009	125	\$ 1,657.56	\$ 828.78	\$ 4,011.30
82	516	MI	Pontiac	63-64-14-33-302-003	R3830000-XXXX-NF-G	\$ 346.57	\$ 7.62	8/28/2009	125	\$ 121.30	\$ 60.65	\$ 293.54
83	151	MI	Pontiac	63-64-14-33-303-017	R3850000-XXXX-NF-G	\$ 316.08	\$ 6.95	8/28/2009	125	\$ 110.63	\$ 55.32	\$ 267.72
84	152											

Schedule VIII

Properties

<u>TAX ID NUMBER</u>	<u>ADDRESS / LOCATION</u>	<u>Excluded Property List (if applicable)</u>
Unknown	Allison Gas Turbine campus, having as an address 2701 West Raymond, Indianapolis, Indiana	
Unknown	Delphi Electrical and Electronic Management Systems campus, having as an address 2900 Scatterfield Road, Anderson, Indiana	
R72 00904 0033	Dayton, Ohio parcel on Webster Street	
47-06-11-100-048.000-009	1081 Breckenridge	
47-06-11-100-064.000-009* ¹	1119 Breckenridge	1119 Breckinridge
47-06-12-300-041.000-010*	112 Bailey Scales Rd	112 Bailey Scales; 115 Bailey Scales
47-06-12-300-002.000-010* ²	126 Bailey Scales Rd	126 Bailey Scales
47-06-12-403-027.000-010	133 Bailey Lane	
47-06-11-400-002.000-010*	130 M St	"M" Street Church - 132 "M" Street
47-06-11-400-003.000-010*	132 M St	"M" Street Parsonage - 134 "M" Street
47-06-02-400-069.000-009	145 Broomsage	
47-06-02-200-035.000-009*	1585 Peerless	1585 Peerless
47-06-02-200-001.000-009*	1589 Peerless	1589 Peerless
47-06-11-400-063.000-010*	222 N Madison	228 Madison Street
47-06-11-400-062.000-010*	224 Madison	224 Madison
47-06-11-400-060.000-010*	228 Madison	222 Madison Street
47-06-12-300-064.000-010*	330 Robbins Way	330 Robins Way

¹(*) Denotes a property already designated as an Excluded Real Property pursuant to the MSPA, as set forth on Section 2.2(b)(v) of the Sellers' Disclosure Schedule (as defined in the MSPA).

² This Property also includes the parcel designated as "Tract 14" on the plat mat following this schedule of Properties.

47-06-12-200-008.000-009	452 Broomsage	
47-06-12-200-009.000-009	472 Broomsage	
47-06-11-100-027.000-009	530 North Jackson	
47-06-12-300-078.000-010*	624,626, 628 & 638 Riley	624 Riley A; 624 Riley B; 626 Riley A; 626 Riley B; 628 Riley A; 628 Riley B; 638 Riley A; 638 Riley B
47-06-12-300-067.000-010*	630 Riley	630 Riley A; 630 Riley B
47-06-12-300-085.000-010*	632 Riley	632 Riley A; 632 Riley B; 634 Riley A; 634 Riley B; 636 Riley A; 636 Riley B; 637 Riley A; 637 Riley B
47-06-12-300-087.000-010*	634 Riley	632 Riley A; 632 Riley B; 634 Riley A; 634 Riley B; 636 Riley A; 636 Riley B; 637 Riley A; 637 Riley B
47-06-12-300-086.000-010*	636 Riley	632 Riley A; 632 Riley B; 634 Riley A; 634 Riley B; 636 Riley A; 636 Riley B; 637 Riley A; 637 Riley B
47-06-12-300-079.000-010*	637 Riley	632 Riley A; 632 Riley B; 634 Riley A; 634 Riley B; 636 Riley A; 636 Riley B; 637 Riley A; 637 Riley B
47-06-12-300-063.000-010*	639 Riley	639 Riley Blvd
47-06-11-100-072.000-009*	640 Jackson	640 North Jackson
47-06-12-300-077.000-010*	640 Riley	640 Riley A
47-06-12-300-082.000-010*	641 Riley	641 Riley A; 641 Riley B;
47-06-12-300-059.000-010*	645 Riley	643 Riley A; 643 Riley B; 645 Riley A; 645 Riley B
47-06-12-300-089.000-010*	659 Riley	659 Riley
47-06-11-100-076.000-009*	Bailey Scales Rd	Five Acres (Danny Wall's) – Vacant Lot Bailey Scales Road
47-06-12-300-009.000-010*	Bailey Scales Rd	402 Bailey Scales
47-06-12-300-011.000-010*	Bailey Scales Rd	402 Bailey Scales
47-06-12-300-043.000-010	Bailey Scales Rd	
47-06-12-300-010.000-010*	402 Bailey Scales Road	402 Bailey Scales
47-06-11-100-049.000-009*	Breckenridge	1081 Breckinridge
47-06-11-100-063.000-009*	Breckridge	1119 Breckinridge
47-06-12-200-006.000-009*	Broomsage Rd	572 Broomsage
47-03-34-900-002.000-006	Bud Iked Rd	
47-03-34-300-008.000-006	Bud Iked Rd	
47-03-33-100-005.000-006	Bud Ikerd Rd	

47-03-34-400-010.000-006	Bud Ikerd Rd	
47-03-34-300-007.000-006	Bud Ikerd Rd	
47-06-02-400-071.000-009*	Dive Rd	145 Broomsage
47-06-02-400-012.000-009	Dive Rd	
47-06-03-200-004.000-009	East Oolitic	
47-06-02-400-080.000-009	Mt Pleasant Rd	
47-03-35-300-014.000-006	Peerless Rd	
47-03-35-300-021.000-006	Peerless Rd	
47-06-02-400-081.000-009	Rawlins Mill Rd	
47-06-11-100-013.000-009	Rawlins Mill Rd	
47-06-11-500-068.000-009*	Redbud St	Vacant Lot North of GM Plant – Breckenridge Road
47-06-11-100-060.000-009*	Redbud St	1081 Breckinridge
47-06-11-100-061.000-009*	Redbud St	1081 Breckinridge
47-06-12-300-070.000-010*	Riley Blvd	641 Riley Blvd.
47-06-12-300-099.000-010*	Riley Blvd	640 Riley B
47-06-12-300-065.000-010	Riley Blvd	
47-06-12-300-081.000-010	Riley Blvd	
47-06-12-403-035.000-010	Riley Blvd	
47-06-12-403-042.000-010	Riley Blvd	
47-06-03-100-011.000-009	RR 19 East Oolitic	
47-06-11-100-074.000-009	Vacant Lot on Breckinridge	

