The United States Bankruptcy Circuit Court
of the Southern District of New York
PRIVATE

Chapter 11 Case #
09-50026 (REG)

IN RE
MOTOR LIQUIDATION COMPANY, et.al.,
f/k/a GENERAL MOTORS Corp. et.al.,
(Jointly Administristered)

Barry-Henry: Spencer Junior,
Third Party Plaintiff

IN ADMIRALTY

Vs.

GENERAL MOTORS, MOTOR LIQUIDATION Company,
CARRIANNE Basler, Joseph Smolinsky, Pablo FATABELLA,
NICK S. CYRRUS, DAN AKERSON, Unknown Insurers,
WEIL, GOSHAL & MANGES, any and ALL Unknown
Parties, et al.,
Third Party Defendants

MOTION TO Accept INDEMNITY &
Discharge BONDS

Now Comes Barry-Henry: Spencer Junior, third Party Plaintiff and moves this Honorable Court's appearing optional not general to offer Private Discharging and Indemnity Bond No. 78554CC and Registered Bonded Promissory Note No. RB644 758 135 US BOND D, to stay in HONOR, and INDEMNify the Court and its Actors, and discharge any and all debt for any and all Plaintiffs or Defendants in this Case, I offer My Unlimited Commercial liability to properly indemnify against any potential losses, with the Understanding that these bonds should issue in lieu of arrest or detention of the MAN, Barry-Henry: Spencer Junior, due to said Plaintiffs or Defendants by any

injury pursuant to the General maritime law and applicable Statute law in the form of applicable contracts, none of which are to regard as waived and are specifically reserved.

I am standing on my unlimited commercial liability as a secured party Creditor, see Affidavit of Negative Averment, Opportunity to Cure, and Counter Claim, and request All third Party Defendants, and assignees, designeess do the same, and waive all immunities, since they knowingly vitiated the contracts, and did not make Full Disclosure, to Me, see Verified Declaration in the nature of an Affidavit of Truth in Commerce, Rejection of the SETTLEMENT OFFER and Contract for waiver of Tort;

No OTHER REMEDY

To deny as payment and indemnity places the Fiduciary TRUSTEE, Barry-Henry: Spencer Junior, in Dishonor, and leave all Court cost, fees & charges, open, thus, causing Tax Fraud and I do not want to be considered one of those Debtors, when I am an established Creditor.

Expressed Specific Reservation of RIGHTS

I explicitly reserve all my natural rights as an American, and Creek Moor (Indian) under Contract law of the Divine Creator without prejudice and without recourse to Me. I do not consent to compelled performance under any contract that I did not enter knowingly, voluntarily and intentially. I do not accept the liability of the benefits of privileges of any unrelated or unrevealed Contract or Commercial agreement.

Dated 01/3/2011

By: Barry-Henry: Spencer Junior
Barry-Henry: SPENCER Junior,
Secured Party Creditor
EXECUTIVE TRUSTEE for the Private
Contract TRUST KNOWN AS,
BARRY H. SPENCER JR,

By: Me, Adressee: Barry-Henry: Spencer Junior
c/o MCI CONCORD
P.O. Box 9106
CONCORD, MA 01742

UNITED STATES BANKRUPTCY (COURT)
SOUTHERN DISTRICT of NEW YORK) ss CHAPTER 11 CASE NO. 09-50026
— Uncontested Filing —

AFFIDAVIT of Barry-Henry: Spencer Junior

ON this 2nd day of January 2011, for the Purpose of Verification and certification that the following is true, the whole Truth and not misleading in any shape or form, as follow:

1. I not feeling MLC or its Attorneys did not Fully disclose the terms & the settlement to me not being a lawyer or a student of the law I wrote them and explained my failure to comprehend, it (correspondence) was ignored;
2. I mailed documents listed in Certification of mailing on about 15th of October via Registered Mail and Certified mail, the offers to contract were ignored;
3. I faxed the Documents and my intent to file with the Court for Review & the Contracts and if thy do not respond I will file Uncontested, on 10/29/2010.
4. I believe on 10/30/2010 Joseph H. Smolinsky and Pablo Falabella called me on conference Call, I asked if we could resolve the issues by payment, or a better offer so I can cash out Now and receive my full settlement amount due to them knowing to cash out at the amount given was a loss to Me, and my family; the Attorney for the Debtors, told Me he (Smolinsky) will file a motion to Make me Honor the Settlement, although I asked for the motion on this Date, he has failed to provide it;

5. All of my Documents have went uncontested and the Court, in accord with its rules, know the Debtor's Attorney's are Registered & Schooled Practictoners of the law and know the Consequences; for an uncontested motion and in the Fax I told them I will Rule the Documents/Motions Un contested on November 2, 2010 they had two months today to discuss or Respond to this matter of Contict.

Sworn and done under my full Commercial Liability as a first hand knowledge document, under pains & penalties of Perjury

Dated 01/03/2011

By: Barry-Henry: Spencer Junior

Barry-Henry: Spencer Junior

Affidavit of Presentment

UNITED STATES Bankruptcy Court)
Southern District of NEW YORK) ss. Notice of Filing
) CERTIFICATION of MAILING

on this 2nd day of January, 2010, for the Purpose of Verification, I, Barry-Henry: Spencer Junior, do certify that I present the following documents listed below, to be filed in this Court; for immediate review by Honorable Robert E. Gerber, Court RM 621, CHAPTER 11 CASE No. 09-50026

ATTN: Clerk Amanda,

Please file and inform the Honorable Justice Gerber I am incarcerated so a hearing by appearance will be difficult unless my Recognize Bond, as Surety is honored will know shortly

1. Motion to Iddemnify Court and its Actors and Pay Costs;
2. Verified Declaration in the Nature of an Affidavit of the TRUTH in COMMERCE, Rejection of the Settlement offer and Contract for waiver of Tort;
3. Affidavit of NEGATIVE AVERMENT, opportunity To CURE IN COMMERCE, (Rejection of the) COUNTERCLAIM;
4. Notice of FINAL Determination and Judgement in Nihil necit - Verified Affidavit in the Truth, DEMAND FOR Payment;
5. Second demand For PAYMENT;
6. FINAL DEMAND FOR Payment;
7. Coversheet For FAX Dated 10/29/2010 2:20 PM
8. Certification of Mailing Date: 10/18/2010
9. Affidavit of BARRY SPENCER JR Uncontested filing

Certification of Service

A true Copy of this Notice of Filing has been served upon the Attorneys for the Debtors on this Same Day BHS

By Barry-Henry: Spencer Junior
Barry-Henry: Spencer Junior
Dated: 01/03/2011

RECEIVED
JAN - 7 2011
U.S. BANKRUPTCY COURT
SO. DIST. OF NEW YORK

REGISTERED BONDED PROMISSORY NOTE

COPY

NEGOTIABLE

$40,000,000.00

Forty Million United States Dollars

~~NEGOTIABLE~~

NOTE NUMBER# RB 644 758 135 US Bond D

USPO REGISTERED MAIL # RB 644 758 135 US

Pay to the Order of: UNITED STATES OF AMERICA, DEPARTMENT OF THE TREASURY, c/o TIMOTHY F. GEITHNER, TRUSTEE OF THE US BANKRUPTCY, & UNITED STATES FEDERAL COURT and GENERAL MOTORS/MOTOR LIQUIDATION CORPORATION, ACCOUNT HOLDER per stirpes

In the Amount of: FORTY MILLION DOLLARS

For Credit to: **UNITED STATES FEDERAL COURT and GENERAL MOTORS/MOTOR LIQUIDATION COMPANY,** ACCOUNT HOLDER, For BARRY HENRY SPENCER JR Account Number on Statement, Chapter 11 No. 09-50026 Exact Amount Showing On Statement $ 39,000,000.00 plus interest, penalties, and, extra fees for the benefit of BARRY HENRY SPENCER JUNIOR.

Routing Through: Private Offset & Discharge Bond Number LRB 644 758 135 US Bond B c/o SECRETARY OF THE TREASURY, TIMOTHY F. GEITHNER

This negotiable instrument, tendered lawfully by Barry-Henry: Spencer Junior, ("Maker") in good faith shall evidence as a debt to the Payee/Payer pursuant to the following terms: This is an unconditional promise to pay.

1. This Note shall be posted in full dollar for dollar pursuant to the Credit order noted above and presented to the Payee, UNITED STATES DEPARTMENT OF THE TREASURY c/o, TRUSTEE OF THE US BANKRUPTCY, TIMOTHY F. GEITHNER. After discharge of the debt, 80% of the balance of the funds are to be credited to the US Treasury to be used for the benefit of the same, and 20% of the remainder shall be credited to the account of BARRY H. SPENCER JR., routing number 011075150, account number 3970486492 (Sovereign Bank)

2. Payee shall, upon receipt of this instrument, charge account SS# 026-56-3472 via Pass-Through Account SS# 026563472 and F74356492 for the purpose of terminating any past, present, or future liabilities express or implied attached or attributed to SS# 026563472 and F74256492. This is a public debt obligation of the United States.

3. Payee shall ledger this Note for a period of six months commencing the start of business on October 12,2010, until close of business October 12, 2039, not to exceed 180 days, at an interest rate equal to the current rate per annum, and

4. Upon maturity, this Note shall be due and payable in full with interest and any associated fees. Payment shall be ledgered against Private Offset Bond Number RB 644 758 135 US BOND B , USPO Registered Mail Tracking Number, RB 644 758 135 US held and secured by TIMOTHY F. GEITHNER, SECRETARY OF THE US TREASURY. Void where prohibited by law.

Attn: CEO or CFO, Clerk of Court
Vendor/UNITED STATES
BANKRUPTCY COURT, SDNY
1 BOWLING GREEN, ROOM 534
NEW YORK, NEW YORK 10004

TIMOTHY F. GEITHNER
DEPARTMENT OF THE TREASURY
1500 PENNSYLVANIA AVE NW
WASHINGTON, D.C. 20220

Barry-Henry: Spencer Junior
c/o 352 Walnut Avenue #3
Roxbury, MA near [02119]
non-domestic without the US

10-24-2010
Date

Barry-Henry: Spencer Junior
Signature

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for: — **Instead, use Form:**

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . W-8ECI or W-8IMY
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

- A person acting as an intermediary W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner
Barry-Henry: Spencer Junior

2 Country of incorporation or organization
N/A

3 Type of beneficial owner: ☑ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust
☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization
☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route).
N/A

City or town, state or province. Include postal code where appropriate.
N/A

Country (do not abbreviate)
N/A

5 Mailing address (if different from above)
non-domestic mail, c/o 352 Walnut Avenue Apt# 3,

City or town, state or province. Include postal code where appropriate.
Roxbury, county of Suffolk, The State of Massachusetts

Country (do not abbreviate)
Massachusetts

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)
26 C.F.R. 301.6109-1(g)

8 Reference number(s) (see instructions)
The purpose of completing this form is my notice to correct the incorrect presumption of incorrect status.

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

11 ☑ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
2 The beneficial owner is not a U.S. person,
3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

28 U.S.C. 1746(1)

Sign Here ▶ By: _____ _____ Massachusettsan
Signature of beneficial owner (or individual authorized to sign for beneficial owner) — Date (MM-DD-YYYY) — Capacity in which acting

Declaration of Barry-Henry: Spencer Junior, a living man,

attach to and incorporated as a part of Form W-8BEN

I, Barry-Henry: Spencer Junior, being a man created in the image of God, my Creator, and living on the soil within the organic, geographic boundaries of Massachusetts, hereby declare and proclaim, in honor and at arm's length, the following:

1. I **deny** I am a U.S. citizen or other U.S. person, including a resident alien individual.
2. I **deny** I am a person claiming income that is effectively connected with the conduct of a trade or business in the UNITED STATES.
3. I **deny** I am a person acting as an intermediary.
4. I **deny** that lawful money of The United States of America currently exists in circulation, and thus, I am forced to accept and use Federal Reserve Notes in my commercial activities.
5. I **deny** the compelled obligation for using Federal Reserve Notes.
6. I **deny** the liability for the national debt of the UNITED STATES.
7. I **deny** I am a ward of this state.

Statement of Notional Principal Contracts: I hereby revoke, rescind, refute and cancel my signature from all contracts, including, but not limited to, unilateral contracts, made by me, or made for me by accommodation, or made by presumption, by persons acting for me as my guardian without providing me with full disclosure of said contracts.

References incorporated as a part hereof:

- 26 C.F.R. 301.6109-1

Date executed: ~~October~~ January 3rd, A. D. 2010. **All rights and remedies reserved.**

As my word is my bond;
duly tendered in honor,

By: Barry-Henry: Spencer Junior, a living man
without the UNITED STATES

By: Barry-Henry: Spencer Junior Seal

Witness: _____

Witness: _____

2008 Form 1040-V

Department of the Treasury
Internal Revenue Service

What Is Form 1040-V and Do You Have To Use It?

It is a statement you send with your check or money order for any balance due on the "Amount you owe" line of your 2008 Form 1040. Using Form 1040-V allows us to process your payment more accurately and efficiently. We strongly encourage you to use Form 1040-V, but there is no penalty if you do not.

How To Fill In Form 1040-V

Line 1. Enter your social security number (SSN). If you are filing a joint return, enter the SSN shown first on your return.

Line 2. If you are filing a joint return, enter the SSN shown second on your return.

Line 3. Enter the amount you are paying by check or money order.

Line 4. Enter your name(s) and address exactly as shown on your return. Please print clearly.

How To Prepare Your Payment

- Make your check or money order payable to the "United States Treasury." Do not send cash.
- Make sure your name and address appear on your check or money order.
- Enter "2008 Form 1040," your daytime phone number, and your SSN on your check or money order. If you are filing a joint return, enter the SSN shown first on your return.
- To help process your payment, enter the amount on the right side of your check like this: $ XXX.XX. Do not use dashes or lines (for example, do not enter "$ XXX—" or "$ XXX $\frac{XX}{100}$").

How To Send In Your 2008 Tax Return, Payment, and Form 1040-V

- Detach Form 1040-V along the dotted line.
- Do not staple or otherwise attach your payment or Form 1040-V to your return or to each other. Instead, just put them loose in the envelope.
- Mail your 2008 tax return, payment, and Form 1040-V in the envelope that came with your 2008 Form 1040 instruction booklet.

Note. If you do not have that envelope or you moved or used a paid preparer, mail your return, payment, and Form 1040-V to the address shown on the back that applies to you.

Paperwork Reduction Act Notice. We ask for the information on Form 1040-V to help us carry out the Internal Revenue laws of the United States. If you use Form 1040-V, you must provide the requested information. Your cooperation will help us ensure that we are collecting the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For the estimated averages, see the instructions for your income tax return. If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Cat. No. 20975C

▼ Detach Here and Mail With Your Payment and Return ▼

Form **1040-V**
Department of the Treasury
Internal Revenue Service (99)

Payment Voucher

▶ Do not staple or attach this voucher to your payment or return.

OMB No. 1545-0074

2008

Print or type

1 Your social security number (SSN)	2 If a joint return, SSN shown second on your return	3 Amount you are paying by check or money order	Dollars	Cents
___ ___ 3472				

4 Your first name and initial: BARRY H.

Last name: SPENCER JR

If a joint return, spouse's first name and initial:

Last name:

Apt. no.

Home address (number and street): 352 WALNUT AVENUE APT# 3

City, town or post office, state, and ZIP code (if a foreign address, enter city, province or state, postal code, and country.): ROXBURY, MASSACHUSETTS, 02119

Cat. No. 20975C

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

In re

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

Chapter 11 Case #
09-50026 (REG)

(Jointly Administristered)

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

Vs.

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

AFFIDAVIT OF NEGATIVE AVERMENT, OPPORTUNITY TO CURE, AND COUNTERCLAIM

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

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

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

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

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

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

OPPORTUNITY TO CURE

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

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

COUNTERCLAIM

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

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

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

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

Barry-Henry: Spencer Junior,
Secured Party Creditor
Date: 10-18-2010

10/18/2010

NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

NOTICE OF FINAL DETERMINATION AND JUDGMENT IN NIHIL DECIT

Verified Affidavit in the Truth

By: me, addressee: Barry-Henry, family of Spencer Junior, sovereign
[c/o 352 Walnut Avenue Street apt # 3,
at Roxbury, county of Suffolk, Massachusetts near 02119]

Notice for: Harvey R. Miller, Stephen Karotkin, Joseph H. Smolinsky
c/o WEIL, GOTSHAL & MANGES
767 FIFTH AVENUE
NEW YORK, NEW YORK 10153
via Registered Mail: "RB 644 758 144 US"

Notice for: CLERK OF THE COURT, for placing in the sovereign's folder for public notice
c/o united states BANKRUPTCY COURT-AT-LAW SDNY
CHAPTER 11 CASE NO. 09-50026
ONE BOWLING GREEN, ROOM 534
NEW YORK, NEW YORK 10004
via Certified Mail: "____" will be sent to court in 10-14 days

The following "Verified Affidavit in the Truth" is made explicitly under reserve and without recourse, and I hereby and herein claim my right to common law jurisdiction and refuse statutory jurisdiction and/or admiralty jurisdiction.

In the matter of: Your Case No. 09-50026 alleged Chapter 11

§ The United States of America, the perpetual

§ union of sovereign states combined

§ to form a constitutional republic

§ on the soil of Massachusetts, a sovereign state

§ within the perpetual union of states at the sovereign county of Suffolk

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

Whereas, an unrefuted affidavit noticed for the public record is the highest form of evidence, I am hereby timely creating public record by declaration with the following "Verified Affidavit in the Truth" by

seasonable and timely notice, establishing factual evidence, and establishing estoppel in order of protecting my rights and my private property.

I hereby and herein declare that I am competent and of age for testifying. I have personal knowledge of the facts stated herein. The facts stated herein are stated under penalty of perjury by the Laws of God, my Creator, and by the laws of the United States of America, the perpetual union of sovereign states combined to form a constitutional republic, and by the laws of Texas, a sovereign state within the union of states. I have verified the facts stated herein as being true, correct, complete, certain and not misleading by signing and sealing my affidavit before a Notary Public as an authentic act.

The following facts are being duly noticed for the public record concerning In re MOTOR LIQUIDATION COMPANY, et al f/k/a GENERAL MOTORS CORPORATION, as referenced by your Chapter Case No. 09-50026 (REG). Notice to principal is notice to agent. Notice to agent is notice to principal. I hereby and herein declare and proclaim, by good faith, with clean hands and at arm's length, the following:
Comes now **Barry Henry Spencer Junior** to this court with the notice of the following facts:

1. On January 19 & 20th, A.D. 2003, I accompanied **Tamika Nicole Scott** to EXPRESSWAY TOYOTA MOTORS, and purchased a 1997 CADILLAC ELDORADO COUPE, Green, Vin# 1G6EL12Y8U604873.

2. The CADILLAC soon after began to experience numerous problems with stalling and shutting off while driving on public roads.

3. The CADILLAC was returned several times to EXPRESSWAY TOYOTA MOTORS, yet no alleged problems were found.

4. On several occasions I, **Barry Henry Spencer Junior and/or other family members,** were present when the vehicle had stalled and shutoff while in use, so this was the cause for returning the vehicle to EXPRESSWAY TOYOTA MOTORS,

5. Unbeknown to I, **Barry Henry Spencer Junior and Tamika Nicole Scott, numerous complaints were filed with GENERAL MOTORS CORPORATION,** concerning stalling and shutting off of CADILLACS and other problems with CADILLAC vehicles made between 1996-1997.

6. After the vehicle was allegedly working correctly, I, **Barry Henry Spencer Junior,** was operating the vehicle in Hyde Park, on American Legion Highway when I, switched lanes to avoid an accident and was rear ended had suddenly experienced the prior stalling and shutting off of the vehicle and veered uncontrollably off road into a tree.

7. I, sustained several injuries and several prior injuries were compounded which were treated at BOSTON MEDICAL CENTER and other Chiropractic Offices, to this day I still have minor and major problems physically with my back, legs, hands, and mental private issues as a result of the accident.

8. At the time I was working for ARAMARK CATERS, KARA'S PAINTING and establishing a Private Business in Food Service business, hence, I sustained wages and Principal and Ownership Profit loss based upon the improper functioning of the CADILLAC vehicle.

10. I was advised by **Tamika Nicole Scott** that she received a recall notice from GENERAL MOTORS and that there was evidence in the recall reasons for the stalling and shutting off of the

vehicle, so as soon as I found out I informed an attorney who was representing me, however, he never moved forward on the issue, hence, eventually the relationship was resolved.

11. I eventually resolved issues with the vehicle insurer that rear ended me and **Scott's** insurer, and I was simultaneously attempting to resolve my Administrative remedies with GENERAL MOTORS by way of ESIS GM.

12. ESIS GM's employees and agents were very recalcitrant towards processing the claim, and providing the due process of the Administrative and Appellate procedure. Basically, when I requested the steps the claim was denied, and then I was denied an appeal, thus, it was accepted as proof of the debt and their silence was agreement.

13. Based upon ESIS GM's actions of Commercial Fraud, Deceit, Default and Dishonor, I had to have the process reviewed by the Massachusetts Suffolk Superior Court, yet they do not have original jurisdiction over Admiralty Maritime Claims.

14. The case sat in Massachusetts Suffolk Superior Court for several years and never gotten further than discovery, until the GENERAL MOTORS employees moved for a stay of the proceedings predicated upon this bankruptcy that was initiated freely by the Third Party Defendants employees, agents, and servants, thus, hindering and injuring me of my commercial & common law rights, of this Admiralty Maritime claim by way of the ADMINISTRATOR JUDGE, not ruling on several issues including an injunction to seize the GENERAL MOTORS vessel's property, in the amount of $112,500,000.00, as surety.

15. The Boston team of GENERAL MOTORS employees, agents and servants attempted to withhold information about the Bankruptcy when it was initially filed, and attempted to exclude my claim as a creditor.

16. Eventually, I was given the opportunity to file a Verified Proof of Claim For Commercial Dishonor Certified Mail No. 7008 1830 0004 5593 6429 to which was a Contract, hence, it was dishonored by General Motors servants, MOTOR LIQUIDATION COMPANY and GARDEN CITY GROUP, by the TERMS OF THE CONTRACT.

17. None of the Third Party Defendants responded and the Commercial Dishonor was noted.

18. In order to participate in the ADR Proceeding I was subtlety coerced, intimidated and threatened in failure to respond to my Contracts, correspondence, calls, ect. to undermine my original proof of claims amount $682,000,000.00 to $9,000,000.00 Cap, with a $200,000.00 Claim Settlement Floor and dismiss another claim, so in order to recoup some loss and pay my Trust's creditor 's I had to agree.

19. Due to several disagreements and dishonor represented by the Third Party Defendant Debtors I filed a Motion of Objection and for sanctions for Vitiation and Bad Faith on Behalf of Debtors, In Breach of the ADR Proceedings, that was denied for failure to show a prima face entitlement S/REG USBJ on 8/2/10. It seemed as if the Debtors gotten even bolder after this ruling.

20. Eventually, believing I would receive $200,000.00 US and without funds to travel back and forth to New York for the unbarred Mediation Process (due to the MOTOR LIQUIDATION COMPANY, nor its attorneys not willing to agree to the subject matter of the Mediation), I agreed to end the case, and signed the Stipulation and Settlement Resolving Claim No. 64658 & 64659 on September 1, 2010.

21. It became apparent after signing the agreement it would not allow immediate payouts and the distressed Allowed Claims are under sold now at 25% if lucky.

22. I attempted to get full value from several Corporations that made a Market, yet nothing happened so I felt cheated, deceived, ect., and I believed it was commercial dishonor, so I moved to dissolve the agreement that had no accord and satisfaction by way of filing a UCC-1 Financing Statement in Massachusetts Secretary of State Corporate Offices, and a Notarized Verified Declaration In the nature of an Affidavit of Truth in Commerce, Rejection of the Settlement Offer and Contract for Waiver of Tort with a $39, 000,000.00 US billing assessment derived from Proof of Claims No. 64658 & 64659 was accepted as proof of the debt and their silence was agreement with the contract sent certified Mail to Carrianne Basler, Vice President for MOTOR LIQUIDATION COMPANY and First Class Mail to Nick S. Cyprus, Vice President, Controller and Chief Accounting Officer for GENERAL MOTORS ON September 22, 2010.

23. None of the Third Party Defendants has to this day responded and the Commercial Dishonor is noted.

24. The Second and Final notice is now being sent via registered mail# RB 644 758 144 US to the Attorneys for the Third Party Debtors, prior to asking the UNITED STATES BANKRUPTCY COURT JUDGE to Review the Collection Process.

25. I am presently attempting to sell the $200,000.00 credit Allowed Claim to subtract it from the existing $39,000,000.00 US billing debt against the Third Party Defendants,

26. The Third Party Defendants were given the opportunity to extend the Allowed Claim to One Million, so the debt can be sold and the agreed amount can be achieved and the dishonor unfair and deceptive acts can be annulled, however they have refused to do so, so the non-communication is further proof of their Agreement to the Term of my communication and their Dishonor.

27. THIS IS THE FINAL NOTIFICATION AND JUDGMENT. NO OTHER NOTIFICATIONS WILL BE SENT TO YOU. COLLECTION OF THIS LAWFUL CLAIM, AGAINST YOUR BONDS, INSURANCE POLICIES, 801-K, CAFR FUNDS, PROPERTIES, OR ANY OTHER SOURCE OF REVENUE TO CURE YOUR DISHONOR IN THE PUBLIC WILL BEGIN IN THREE BUISNESS DAYS IF THIS CLAIM IS NOT PAID IN FULL. ADDITIONAL CIVIL DAMAGES AND CRIMINAL CHARGES MAY ALSO BE FORTHCOMING. NON RESPONSE IS A SELF EXECUTING POWER OF ATTORNEY TO FILE LIENS AND ENCUMBERANCES AGAINST ANY AND ALL PROPERTY OF THE LIBELLEES.

Barry-Henry: Spencer Junior

Barry Henry Spencer Junior, Libellant

DATE: 10/18/2010

If any man or woman wishes to respond to or rebut the foregoing "Verified Affidavit in the Truth", or has information that would controvert and overcome the foregoing "Verified Affidavit in the Truth", he or she is required to make such response or rebuttal, using only facts based on first-hand, personal knowledge, within ten business days of receipt by written, controverted, counter-affidavit form, signed under penalty of perjury, before a Notary Public, using his/her Christian name, controverting and overcoming each and every point of the foregoing "Verified Affidavit in the Truth", proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law and not merely the ultimate facts or conclusions of law, that my facts are substantially and materially false sufficient for changing my factual declarations. The foregoing "Verified Affidavit in the Truth" is an instrument in commerce, and I hereby and herein explicitly reserve all of my rights without recourse. In commerce, an unrefuted affidavit noticed on the public record is the highest form of evidence. Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact, and the foregoing "Verified Affidavit in the Truth" will stand as final judgment in this matter. Failure to respond, nihil dicit, within ten business days of receipt establishes your unconditional acceptance of the foregoing facts, and the dismissal, closure and cancellation of this matter.

Verification: I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed, at arm's length, on the ____th day of the ____th month in the year of our Lord, two-thousand, ten at the county of Suffolk.

By: Barry-Henry: Spencer-Junior
By: me, addressee: Barry-Henry, family of Spencer Junior, sovereign

Witnessed By: _____

Witnessed: By: _____

Authentication

§ The United States of America, the perpetual

§ union of sovereign states combined

§ to form a constitutional republic on the soil of Massachusetts,

§ a sovereign state within the perpetual union of states

§ at the sovereign county of Suffolk

Having witnessed the signing and sealing of the foregoing "Verified Affidavit in the Truth", I place my hand and seal hereon as an authentic act by a Notary Public on this the 19th day of the 12th month in the year of our Lord, two-thousand, 10, at the county of Sufolk.

By: _____

Notary Public

NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

PRIVATE

THIS IS NOT A PUBLIC COMMUNICATION

Notice to Agent is Notice to Principal
Notice to Principal is Notice to Agent

SUFFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS
United States of America 1787 AD

SILENCE IS ACQUIESCENCE, AGREEMENT, AND DISHONOR
THIS IS A SELF-EXECUTING CONTRACT

NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY
ab initio ADMINISTRATIVE REMEDY
[28 U.S.C. §1333, §1337, §2461 and §2463]

FILE # 01

DATE: 10/15/2010

DEMAND FOR PAYMENT

LIBELLANT:

Barry-Henry: Spencer Junior, Trustee, Executive Trustee for the Private Contract Trust known as
BARRY HENRY SPENCER JR
c/o **352 Walnut Avenue**
Roxbury, MA [02119]

LIBELLEE:

GENERAL MOTORS CORPORATION,
Attn: NICK S. CYPRUS, VICE PRESIDENT
300 RENAISSANCE CENTER
DETROIT, MICHIGAN 48265-3000

MOTOR LIQUIDATION COMPANY
Attn: CARRIANE BASLER, VICE PRESIDENT
2101 CEDER SPRINGS ROAD, SUITE 1100
DALLAS, TEXAS 75201

This demand for payment is applicable to all successors and assigns.

Libellant is entitled to performance and stipulated damages agreed to by Libellees failure to respond or rebut the **INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY-Verified Proof of Claim For Commercial Dishonor File # Cert Mail 7008 1830 0004 5593 6429 #**, dated **November 16, 2009, Negative Averment**, hereinafter "**ICC**". Additionally, Libellees have failed to respond to the Affidavit of Negative Averment, Opportunity to cure, and Counterclaim dated **October 15, 2010 of Negative Averment, Opportunity to Cure, and Counterclaim.**

As per Libellees agreement to damages amounting to the sum certain total listed in the TRUE BILL accounting of the dishonored **ICC** in the following amounts, as the terms and conditions did clearly manifest, this document is a demand for payment of the agreed damages.

DEMAND FOR SETTLEMENT AS PER AGREEMENT

SUM CERTAIN PER AGREEMENT: USD $39,000,000.00 US

"Libellant reserves the right to amend and correct and adjust the Accounting and True Bill to reflect injuries due to continued trespass."

The Sum certain in US Dollars is in numerical parity with the Euro Dollar and any other superior currency backed by gold. Sum Certain may also be paid in any numerical value in gold and equal value in real property and natural resources, and any agreeable combination of the above.

DEMAND FOR PAYMENT

Libellant grants Libellee Three (3) days, exclusive of the date of receipt, to settle by payment of the claims contained in this document. Failure to settle is a commercial dishonor [UCC3-505]. This is a UCC CONFIRMATORY WRITING and STATUTE STAPLE and is a perfected Contract upon the completion of this commercial process.

It is mandatory that if Libellee elects to respond to the foregoing, any such response must be done by delivering payment as stated in Libellant's **ICC** mailing location exactly as shown below:

Barry-Henry: Spencer Junior, Trustee, Executive Trustee for the Private Contract Trust known as
BARRY HENRY SPENCER JR
c/o 352 Walnut Avenue Apt # 3
Roxbury, MA near {02119]

CONTRACTUAL NOTICE OF DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW

Libellant is moving for settlement [U.C.C. 3-501 and U.C.C. Article 9] causing this **NOTICE OF DEMAND AND SETTLEMENT** service upon the Libellee by Registered Mail. This is a commercial process within the Admiralty.

Libellee is granted three (3) days [Truth in Lending Act at Regulation Z at 12 CFR and portions of 15 USC], exclusive of the day of service to make full payment of the Sum Certain as stated above and as evidenced in Libellant's Accounting and True Bill.

COMMERCIAL AFFIDAVIT OATH AND VERIFICATION

SUFFOLK COUNTY)
) ss **Commercial Oath and Verification**
COMMONWEALTH OF MASSACHUSETTS)

I, **Barry-Henry: Spencer Junior,** Executive Trustee for **BARRY HENRY SPENCER JR,** under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, state that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law.

EXPRESS SPECIFIC RESERVATION OF RIGHTS

I explicitly reserve all my Natural rights as an American under contract Law of the Divine Creator without prejudice and, without recourse to me. I do not consent to compelled performance under any contract that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the benefits or privileges of any unrevealed contract or commercial agreement.

By: Barry Henry Spencer Junio

By: **Barry-Henry: Spencer Junior**, Executive Trustee for the Private Contract Trust known as **BARRY HENRY SPENCER JR**

JURAT

SUFFOLK COUNTY)
) ss
COMMONWEALTH OF MASSACHUSETTS)

The above named Libellant, **Barry-Henry: Spencer Junior**, Executive Trustee for **BARRY HENRY SPENCER JR** appeared before me, a Notary, subscribed, sworn to the truth of this contractual **NOTICE OF DEMAND FOR PAYMENT AND SETTLEMENT** for closing of the escrow.

Under oath this day of October, 2010.

Notary SEAL

My Commission expires 10/28/14

NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

PRIVATE

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SUFFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS
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NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY
ab initio ADMINISTRATIVE REMEDY
[28 U.S.C. §1333, §1337, §2461 and §2463]

FILE #01

DATE: 10/15/2010

SECOND DEMAND FOR PAYMENT

LIBELLANT:

Barry-Henry: Spencer Junior Trustee, Executive Trustee for the Private Contract Trust known as **BARRY HENRY SPENCER JR**

LIBELLEE:
GENERAL MOTORS CORPORATION,
Attn: NICK S. CYPRUS, VICE PRESIDENT
300 RENAISSANCE CENTER
DETROIT, MICHIGAN 48265-3000

MOTOR LIQUIDATION COMPANY
Attn: CARRIANE BASLER, VICE PRESIDENT
2101 CEDER SPRINGS ROAD, SUITE 1100
DALLAS, TEXAS 75201

This second demand for payment is applicable to all successors and assigns.

Libellant is entitled to performance and stipulated damages agreed to by Libellees failure to respond or rebut the **INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY – Verified Declaration in the nature of an Affidavit of Truth in Commerce, Rejection of the Settlement offer and contract for Waiver of Tort - File# Certified Mail# 7010 0290 0003 5399 7405** dated September 22, 2010 **DATE OF CLAIM**, herein referred to "**ICC**".
Additionally, Libellees have failed to respond to the **NOTICE OF DISHONOR AND FAULT AND OPPORTUNITY TO CURE** dated November 16, 2009 DATE **OF FIRST NOTICE OF FAULT.**
As per Libellees agreement to damages amounting to the sum certain total listed in the TRUE BILL accounting of the dishonored **ICC** in the following amounts, as the terms and conditions did clearly manifest, this document is a demand for payment of the agreed damage.

SECOND DEMAND FOR SETTLEMENT AS PER AGREEMENT

SUM CERTAIN PER AGREEMENT: **USD $ 39,000.000.00**
AMOUNT OF CLAIM

"Libellant reserves the right to amend and correct and adjust the Accounting and True Bill to reflect injuries due to continued trespass."

The Sum certain in US Dollars is in numerical parity with the Euro Dollar and any other superior currency backed by gold. Sum Certain may also be paid in any numerical value in gold and equal value in real property and natural resources, and any agreeable combination of the above.

SECOND DEMAND FOR PAYMENT

Libellant grants Libellee three (3) days, exclusive of the date of receipt, to settle by payment of the claims contained in this document. Failure to settle is a commercial dishonor [UCC3-505]. This is a UCC CONFIRMATORY WRITING and STATUTE STAPLE and is a perfected Contract upon the completion of this commercial process.

It is mandatory that if Libellee elects to respond to the foregoing, any such response must be done by delivering payment as stated in Libellant's **ICC** mailing location exactly as shown below:

Barry-Henry: Spencer Junior, Executive Trustee for the Private Contract Trust known as
BARRY HENRY SPENCER JR
c/o 352 Walnut Avenue #3
Roxbury, MA near [02119]

CONTRACTUAL SECOND NOTICE OF DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW

Libellant is moving for settlement [U.C.C. 3-501 and U.C.C. Article 9] causing this **SECOND NOTICE OF DEFAULT AND DEMAND FOR SETTLEMENT** service upon the Libellee by Registered Mail. This is a commercial process within the Admiralty.

Libellee is granted three (3) days [Truth in Lending Act at Regulation Z at 12 CFR and portions of 15 USC], exclusive of the day of service to make full payment of the sum certain as stated above and as evidenced in Libellant's Accounting and True Bill.

COMMERCIAL AFFIDAVIT OATH AND VERIFICATION

SUFFOLK COUNTY)
) ss **Commercial Oath and Verification**
COMMONWEALTH OF MASSACHUSETTS)

I, **Barry-Henry: Spencer Junior**, Executive Trustee for **BARRY HENRY SPENCER JR**, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, state that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law

EXPRESS SPECIFIC RESERVATION OF RIGHTS

I explicitly reserve all my Natural rights as an American under contract Law of the Divine Creator without prejudice and, without recourse to me. I do not consent to compelled performance under any contract that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the benefits or privileges of any unrevealed contract or commercial agreement.

By: Barry-Henry: Spencer Junior
By: **Barry-Henry: Spencer Junior**, Executive Trustee for the Private Contract Trust known as **BARRY HENRY SPENCER JR**

JURAT

SUFFOLK COUNTY)
) ss
COMMONWEALTH OF MASSACHUSETTS)

The above named Libellant, **Barry-Henry: Spencer Junior**, Executive Trustee for **BARRY HENRY SPENCER JR** appeared before me, a Notary, subscribed, sworn to the truth of this contractual **SECOND NOTICE OF DEMAND FOR PAYMENT AND SETTLEMENT** for closing of the escrow.

Under oath this 28 day of October, 2010.

_____
Notary

SEAL

My Commission expires 11/28/2014

NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

PRIVATE

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Notice to Principal is Notice to Agent

SUFFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS
United States of America 1787 AD

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NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY
ab initio ADMINISTRATIVE REMEDY
[28 U.S.C. §1333, §1337, §2461 and §2463]

FILE #01

DATE: 10/15/2010

FINAL DEMAND FOR PAYMENT

LIBELLANT:

Barry-Henry: Spencer Junior, Executive Trustee for the Private Contract Trust known as **BARRY HENRY SPENCER JR**
c/o **352 Walnut Avenue apt# 3**
Roxbury, MA near [02119]

LIBELLEE:

GENERAL MOTORS CORPORATION,
Attn: NICK S. CYPRUS, VICE PRESIDENT
300 RENAISSANCE CENTER
DETROIT, MICHIGAN 48265-3000

MOTOR LIQUIDATION COMPANY
Attn: CARRIANE BASLER, VICE PRESIDENT
2101 CEDER SPRINGS ROAD, SUITE 1100
DALLAS, TEXAS 75201

This demand for payment is applicable to all successors and assigns.

Libellant is entitled to performance and stipulated damages agreed to by Libellees failure to respond or rebut the **INTERNATIONAL COMMERCIAL CLAIM ab initio ADMINISTRATIVE REMEDY - File # REGISTERED MAIL #** dated **DATE OF CLAIM**, hereinafter "**ICC**".
Additionally, Libellees have failed to respond to the **NOTICES OF DISHONOR AND FAULT AND OPPORTUNITY TO CURE THAT WERE DELIVERED BY NOTARY PRESENTMENT** dated November 16, 2009 **DATE OF FIRST NOTICE OF FAULT** and **September 22, 2010 DATE OF SECOND NOTICE OF FAULT.**

As per Libellees agreement to damages amounting to the sum certain total listed in the TRUE BILL accounting of the dishonored **ICC** in the following amounts, as the terms and conditions did clearly manifest, this document is a demand for payment of the agreed damages.

FINAL DEMAND FOR SETTLEMENT AS PER AGREEMENT

SUM CERTAIN PER AGREEMENT: USD $ 39, 000,000.00

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FINAL DEMAND FOR PAYMENT

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Barry-Henry: Spencer Junior, Executive Trustee for the Private Contract Trust known as
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c/o **352 Walnut Avenue Apt# 3**
Roxbury, MA near [02119]

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Libellant is moving for settlement [U.C.C. 3-501 and U.C.C. Article 9] causing this **FINAL NOTICE OF DEFAULT AND DEMAND FOR SETTLEMENT** service upon the Libellee by Registered Mail. This is a commercial process within the Admiralty.

Libellee is granted Three (3) days [Truth in Lending Act at Regulation Z at 12 CFR and portions of 15 USC], exclusive of the day of service to make full payment of the Sum Certain as stated above and as evidenced in Libellant's Accounting and True Bill.

COMMERCIAL AFFIDAVIT OATH AND VERIFICATION

SUFFOLK COUNTY)
) ss **Commercial Oath and Verification**
COMMONWEALTH OF MASSACHUSETTS)

I, **Barry-Henry: Spencer Junior,** Executive Trustee for **BARRY HENRY SPENCER JR**, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, state that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law.

EXPRESS SPECIFIC RESERVATION OF RIGHTS

I explicitly reserve all my Natural rights as an American under contract Law of the Divine Creator without prejudice and, without recourse to me. I do not consent to compelled performance under any contract that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the benefits or privileges of any unrevealed contract or commercial agreement.

By: Barry-Henry: Spencer Junior

By: **Barry-Henry: Spencer Junior**, Executive Trustee for the Private Contract Trust known as
BARRY HENRY SPENCER JR
c/o 352 Walnut Avenue Apt# 3
Roxbury, MA near [02119]

JURAT

SUFFOLK COUNTY)
) ss
COMMONWEALTH OF MASSACHUSETTS)

The above named Libellant, **Barry-Henry: Spencer Junior**, Executive Trustee for **BARRY HENRY SPENCER JR** appeared before me, a Notary, subscribed, sworn to the truth of this contractual **FINAL NOTICE OF DEMAND FOR PAYMENT AND SETTLEMENT** for closing of the escrow.

Under oath this 7 day of October, 2010.

_____)_____
Notary

SEAL

My Commission expires 11/28/2014

NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

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

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

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

Sovereign Principal, Owner, Creditor and Secured Party

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

Vice President for the Debtors and Debtors in Possession

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

§ In re Chapter 11 Case No.

§ MOTORS LIQUIDATION COMPANY, et al., 09-50026 (REG)

§ f/k/a/ General Motors Corp., et al.
Debtors,

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

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

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

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

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

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

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

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

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

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

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

Plain Statement of Facts

1. Fact: The person(s) known as "MOTOR LIQUIDATION CORPORATION and both prior and newly formed GENERAL MOTORS CORPORATION " also UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK, and any and all derivatives thereof, is a fiction, hereinafter referred to as "Fiction", being without form or substance. Any harmful, malicious, or injurious acts towards any natural born body, living or dead, is being purposely committed in commercial fraud by said acts, thus, causing Genocide on We the People by the Government Officials and Agents of the Commercial Corporation and Commercial Courts for the purpose of disfranchising We the People from our Life, Liberty and Property. This commercial fraud by Officials and Agents of the Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION and newly formed GENERAL MOTORS" also UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK, and any and all derivatives thereof including but not limited to these public Fiction, its employees, servants and agents is being committed for their self-enrichment by creating and using a fiction outside the authority of law and our courts of original jurisdiction.

2. Fact: I am hereby and herewith claiming a security interest on the Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION, or, newly formed GENERAL MOTORS"and/or Government Corporations, Courts also Agencies, and any and all derivatives thereof including but not limited to the public Fiction, its employees, servants and agents, nunc pro tunc to the date of July 11, 2003, when the Fiction(s) were operating in the stream of commerce. Said Fiction(s) are now DEBTORS to the PRINCIPAL, dating back to July 11, 2003, the date the Fiction(s) were operating as the former General Motor Corporation, then as of June 1, 2009 when bankruptcy was filed its name was changed to MOTOR LIQUIDATION CORPORATION, and as of September 15, 2010 newly formed GENERAL MOTORS CORPORATION, per vitiation of their private and public commercial contracts, policy, rules, regulations and public statutes.

3. Fact: My Private-claim via UCC-1 Financing Statement filed with Massachusetts Secretary of the Commonwealth of Massachusetts, Upon the Public Corporation Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION and newly formed GENERAL MOTORS", and any and all derivatives thereof including but not limited to the public Fiction, its employees, servants and agents and the United States Bankruptcy Court for the Southern District of New York, also Bonding of the Fiction(s), and any and all derivatives thereof and employee, servants and agents thereof, perfects my security interest in the Fiction(s). The Fiction(s), the United States Bankruptcy Court Southern District of New York chapter 11 Case No 09-50026 (REG) and the Security Exchange Commission Registration of the New General Motors Corporation, including but not limited to all servants, agents and employees are my private property and are registered by contract with me, nunc pro tunc to the date the Fiction(s) caused the Principal Private and Commercial Injuries and my Private claim of the Fiction(s) by this Verified Declaration under original common law jurisdiction for one-hundred (100) years and, as such, is the private property of me, the secured party, for the protection of my estate, my life and my liberty.

4. Fact: Carrianne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, and me, the Secured Party/Creditor under threats, coercion and intimidation had no choice but to, attempt to work out a Settlement of the commercial private and public claims Proof **of claim No. 64658 and**

64659, where the Fictions/Debtors offered under subtle threats, coercion and intimidation, a Stipulation and Settlement **Resolving Claim No 64658**, with an allowed claim of $200,000.00, however, the allowed claim has no value and the Market created for the Allowed Claims, are only offering cash payout at a rate of 20 – 25%, thus, undermining the value of the claim of 200,000.00 to between $42.000.00 and $52,000.00. The second **Proof of Claim 64659** was to be dismissed. Nor under the Fictions' Settlement Statement, does it define the Equity in the New GM as being stable, when the Market will determine the Value. The Secured Party/Creditors' surviving claim(s) are based upon Bodily injuries first, not subjected to Tax, and forced into this settlement will usurp his wealth, and estate and secondly, on deceitful and unfair business practices .

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

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

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

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

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

10. Fact: Now in **GOOD FAITH** Carrianne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, also all servants and agents can **HONOR** an **Allowed Claim** for $2,000.000.00, that will equal out to the **prior Allowed Claim Amount,** the Principal and Ms Basler, Vice President of Motor Liquidation Corporation agreed upon; notably, the value of the Allowed claim is based upon the GM-Motor Liquidation Corporations' Insurance Bonds' which is presently fluctuating between $30 and $35, and the equity value of the allowed claims are at a lower rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness: By: Tammy Williamson

Witness: By: Ann Spencer

Authentication

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

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

By: Abraham Sillah
Notary ~~Public~~

11/29/2010

Abraham Sillah
NOTARY PUBLIC
My commission expires 11/29/2013

U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. COAST GUARD

46 CFR 67.250

NOTICE OF CLAIM OF MARITIME LIEN

REGISTERED MAIL RECIEPT USED TO MAIL THIS CLAIM

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PORT

BOOK

PAGE

BY

1. NAME OF VESSEL
U. S. M/V MOTOR LIQUIDATION COMPANY – Insurance Bonds LIBELEE

2. UNIQUE IDENTIFIER
SOCIAL SECURITY NUMBER, BAR CARD NUMBER,
EIN NUMBER, ETC.
27-0756180

3. INSTRUMENT TYPE:

INTERNATIONAL COMMERCIAL CLAIM BY AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT OPPORTUNITY TO CURE AND COUNTERCLAIM # RB 644 758 144 US # FROM NEGATIVE AVERMENT, CASE NUMBER Bankruptcy Chapter 11 Case No. 09-50026

4. NAME AND ADDRESS OF OWNER OF VESSEL

MOTOR LIQUIDATION COMPANY
2101 CEDARSPRINGS ROAD, SUITE 1100
DALLAS, TEXAS 75201

INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS **100%.** (100% UNLESS OTHERWISE STATED)

5. NAME AND ADDRESS OF CLAIMANT

Barry-Henry: Spencer Junior
c/o Walnut Avenue
Roxbury, MA; near [02119]
Non Domestic without the US

PERCENTAGE OF VESSEL MORTGAGED OR MORTGAGE ASSIGNED **100** %. (100% UNLESS OTHERWISE STATED)

6. AMOUNT

$39,000,000.00 US Thirty-nine Million
AMOUNT OF CLAIM PLUS INTEREST, PENALTIES, AND ALL FEES

7. ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESSES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUISNESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.

8. CERTIFICATION AND ATTESTATION:

I (WE) HEREBY CERTIFY THAT THE FACTS RECITED HEREIN ARE TRUE AND CORRECT. I (WE) UNDERSTAND THAT THE U.S. COAST GUARD WILL RELY ON THOSE RECITATIONS IN INDEXING THE ATTACHED INSTRUMENTS. THE OWNER AND ALL RECORDED MARITIME LIENHOLDERS HAVE BEEN NOTIFIED BY U.S. MAIL.

SIGNATURE OF CLAIMANT: Barry-Henry: Spencer Junior

STATE: **MASSACHUSETTS**
COUNTY: **SUFFOLK COUNTY**
SUBSCRIBED AND SWORN ON THE 18th day of October, AD 2010:

NOTARY PUBLIC
MY COMMISSION EXPIRES: Nov 28 2014
(DATE)

NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. COAST GUARD

46 CFR 67.250

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27-0756180

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4. NAME AND ADDRESS OF OWNER OF VESSEL

GENERAL MOTORS CORPORATION
300 RENAISSANCE CENTER
DETROIT, MICHIGAN 48265-3000

INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS **100**%. (100% UNLESS OTHERWISE STATED)

5. NAME AND ADDRESS OF CLAIMANT

Barry-Henry: Spencer Junior
c/o Walnut Avenue
Roxbury, MA; near [02119]
Non Domestic without the US

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U. S. M/V CARRIANNE BASLER –Insurance Bonds LIBELEE

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4. NAME AND ADDRESS OF OWNER OF VESSEL
Carrianne Basler, Vice President
MOTOR LIQUIDATION COMPANY
2101 CEDARSPRINGS ROAD, SUITE 1100
DALLAS, TEXAS 75201

INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS **100%.** (100% UNLESS OTHERWISE STATED)

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COUNTY: **SUFFOLK COUNTY**
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4. NAME AND ADDRESS OF OWNER OF VESSEL

WEIL, GOTSHAL & MANGES
767 Fifth Avenue
NEW YORK, NEW YORK 10153

INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS **100%.** (100% UNLESS OTHERWISE STATED)

5. NAME AND ADDRESS OF CLAIMANT

Barry-Henry: Spencer Junior
c/o Walnut Avenue
Roxbury, MA; near [02119]
Non Domestic without the US

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SIGNATURE OF CLAIMANT: Barry-Henry: Spencer Junior

STATE: MASSACHUSETTS
COUNTY: SUFFOLK COUNTY
SUBSCRIBED AND SWORN ON THE 18th day of October, AD 2010:

NOTARY PUBLIC
MY COMMISSION EXPIRES: Nov 28 2014
(DATE)

NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. COAST GUARD

46 CFR 67.250

NOTICE OF CLAIM OF MARITIME LIEN

REGISTERED MAIL RECIEPT USED TO MAIL THIS CLAIM

THIS SECTION FOR RECORDERS USE ONLY

RECORDED

PORT

BOOK

PAGE

BY

1. NAME OF VESSEL
U. S. M/V HARVEY R. MILLER –Insurance Bonds LIBELEE

2. UNIQUE IDENTIFIER
SOCIAL SECURITY NUMBER, BAR CARD NUMBER, EIN NUMBER, ETC.
unknown

3. INSTRUMENT TYPE:

INTERNATIONAL COMMERCIAL CLAIM BY AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT OPPORTUNITY TO CURE AND COUNTERCLAIM # RB 644 758 144 US # FROM NEGATIVE AVERMENT, CASE NUMBER Bankruptcy Chapter 11 Case No. 09-50026

4. NAME AND ADDRESS OF OWNER OF VESSEL
HARVEY R. MILLER
C/O WEIL, GOTSHAL & MANGES
767 Fifth Avenue
NEW YORK, NEW YORK 10153

INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS **100**%. (100% UNLESS OTHERWISE STATED)

5. NAME AND ADDRESS OF CLAIMANT

Barry-Henry: Spencer Junior
c/o Walnut Avenue
Roxbury, MA; near [02119]
Non Domestic without the US

PERCENTAGE OF VESSEL MORTGAGED OR MORTGAGE ASSIGNED **100** %. (100% UNLESS OTHERWISE STATED)

6. AMOUNT

$39,000,000.00 US Thirty-nine Million
AMOUNT OF CLAIM PLUS INTEREST, PENALTIES, AND ALL FEES

7. ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESSES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUISNESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.

8. CERTIFICATION AND ATTESTATION:

I (WE) HEREBY CERTIFY THAT THE FACTS RECITED HEREIN ARE TRUE AND CORRECT. I (WE) UNDERSTAND THAT THE U.S. COAST GUARD WILL RELY ON THOSE RECITATIONS IN INDEXING THE ATTACHED INSTRUMENTS. THE OWNER AND ALL RECORDED MARITIME LIENHOLDERS HAVE BEEN NOTIFIED BY U.S. MAIL.

SIGNATURE OF CLAIMANT: Barry-Henry: Spencer Junior

STATE: MASSACHUSETTS
COUNTY: SUFFOLK COUNTY
SUBSCRIBED AND SWORN ON THE 18th day of October, AD 2010:

NOTARY PUBLIC
MY COMMISSION EXPIRES: Nov 28 2014
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U.S. DEPARTMENT OF HOMELAND SECURITY
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SOCIAL SECURITY NUMBER, BAR CARD NUMBER, EIN NUMBER, ETC.
unknown

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4. NAME AND ADDRESS OF OWNER OF VESSEL
STEPHEN KAROTKIN
C/O WEIL, GOTSHAL & MANGES
767 Fifth Avenue
NEW YORK, NEW YORK 10153

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SIGNATURE OF CLAIMANT: Barry-Henry: Spencer Junior

STATE: **MASSACHUSETTS**
COUNTY: **SUFFOLK COUNTY**
SUBSCRIBED AND SWORN ON THE 18th day of October, AD 2010:

NOTARY PUBLIC
MY COMMISSION EXPIRES: Nov 28 2014
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NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

U.S. DEPARTMENT OF HOMELAND SECURITY
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U. S. M/V JOSEPH H. SMOLINSKY –Insurance Bonds LIBELEE

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unknown

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JOSEPH H. SMOLINSKY
C/O WEIL, GOTSHAL & MANGES
767 Fifth Avenue
NEW YORK, NEW YORK 10153

INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS **100%.** (100% UNLESS OTHERWISE STATED)

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SIGNATURE OF CLAIMANT: Barry-Henry: Spencer Junior

STATE: **MASSACHUSETTS**
COUNTY: **SUFFOLK COUNTY**
SUBSCRIBED AND SWORN ON THE 18th day of October, AD 2010:

NOTARY PUBLIC
MY COMMISSION EXPIRES: Nov 28 2014
(DATE)

NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Barry-Henry: Spencer Junior
[c/o 352 Walnut Ave
in Robury, On Massachusetts near 02119]

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME	**MOTORS LIQUIDATION COMPANY**				
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS	**2101 Ceder Springs Road, suite 1100**	CITY **DALLAS**	STATE **TX**	POSTAL CODE **75201**	COUNTRY **US**
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR **ORGANIZATION**	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION **TX**	1g. ORGANIZATIONAL ID #, if any **UNKNOWN**	☐ NONE

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

2a. ORGANIZATION'S NAME	**GENERAL MOTORS CORPORATION**				
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	**300 Renaissance Center**	CITY **Detroit**	STATE **MI**	POSTAL CODE **48265-3000**	COUNTRY **US**
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR **CORPORATION**	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION **MI**	2g. ORGANIZATIONAL ID #, if any **UNKNOWN**	☐ NONE

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

3a. ORGANIZATION'S NAME					
OR 3b. INDIVIDUAL'S LAST NAME **Spencer**		FIRST NAME **Barry-**	MIDDLE NAME **Henry:**		SUFFIX **Junior**
3c. MAILING ADDRESS	**c/o 352 Walnut Avenue**	CITY **Robury**	STATE **Ma**	POSTAL CODE **[02119]**	COUNTRY **u.S.a**

4. This FINANCING STATEMENT covers the following collateral:

The above Secured Party, a sovereign, hereby duly gives notice (1) of claim to all right, interest and title in all of the Debtor (s) titled and non-titled interest in assets, possessions, property, resources and licenses, including but not limited to any and all insurance bonds for Claim No. 64658 & 64659, and United States Bankruptcy Court Southern District of New York Chapter 11 Case No. 09-50026 (REG), ect., up to $39,000,000.00 US Functional Currency is validated and confirmed by private contract and security agreement. Said private contract and security agreement gives the Secured Party a total assignment for $39,000,000.00 US functional currency in prior and newly formed GENERAL MOTORS CORPORATIONS, and any and all derivatives thereof, of all of the Debtor's assets, possessions, property, resources and licenses, ect. The Security Interest claimed by the Secured Party does not imply or represent any type of surety or obligation, by the Secured Party, for the Debtor(s)'s actions or obligations. Any challenge to the herein noticed claim is required to be presented to the twelve justices of the Constitutional County Court of Record for the People at the County of Suffolk, Massachusetts, for determination of the merits of said challenge pursuant to the common law; (2) The Secured Party holds claim to a security interest in United States Bankruptcy Court Southern District of New York Chapter 11 Case No. 09-50026, American Arbitration Association. Creditors Committee. ect., any and all judicial and administrative determinations that

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☑ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] [ADDITIONAL FEE] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Consent Signatures: Debtor: JOHN W. DOE **Secured Party: By:**

COVER SHEET FOR FAX

10/29/2010
220 pm

For: HARVEY R. MILLER

STEPHEN KAROTKIN

JOSEPH H. SMOLINSKY

WEIL. GOTSHAL & MANGES

767 FIFTH AVENUE

NEW YORK, NEW YORK 10153

From: Barry H. Spencer Jr

352 WALNUT AVENUE

ROXBURY, MA 02119 Fax# 617 541 6824 CELL# 617 905 84224

Note: This letter is in CONFIRMATION that neither your Office nor MOTOR LIQUIDATION has RESPONDED to my recent Court documents I was planning to file in the United States Bankruptcy Court if we cannot resolve this matter, s Your office and Carrianne Basler either received the documents Registered Mail or Certified Mail, and you have surpassed the time for riling a response, hence this fax is Proof of Your Dishonor, and Uncontested agreement with All the following:

1. Verified Declaration in the nature of an Affidavit of the Truth in Commerce, Rejection of the Settlement offer and Contract for waiver of Tort dated 9-21-2010;

2. Affidavit of Negative Averment, opportunity To Cure and Counter Claim;

3. Notice of Final Determination and Judgment in nihil necit

-Verfied Affidavit in the Truth, Demand for Payment;

4. Second demand for payment;

5. Final Demand for Payment;

7-Notice of Claim for Maritime Lien;

I, Barry Henry : Spencer Junior, hereby certify and state upon my full commercial Liability that these documents were mailed to WEIL, GOTSHAL & MANGES AND THE Vice president Carrianne Basler for MOTOR LIQUIDATION Company, thus, the following failure to respond is considered nihil dicet so the Motions will be filed as Uncontested, on Tuesday Morning November 2, 2010.

By:

Barry-Henry: Spencer Jr

HP Officejet 6500 E709n All-in-One series

Fax Log for
Tamika Nicole Scott
617-541-6824
Oct 29 2010 2:38PM

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Oct 29	2:23PM	Fax Sent	2123108007	15:10 N/A	35	OK

Note:

Image on Fax Send Report is set to Off

An image of page 1 will appear here for faxes that are sent as Scan and Fax.

AFFIDAVIT OF NOTARY PRESENTMENT

State of MASSACHUSETTS)
) ss.: **CERTIFICATION OF MAILING**
County of SUFFOLK)

On this 18th day of October, 2010, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that **Barry-Henry: Spencer Junior** appeared before me with the following documents listed below. I, the below signed notary, personally verified that these documents were placed in an envelope and sealed by me. They were sent by United States Post Office Registered Mail receipt number **RB 644 758 144 US** to:

Harvey R. Miller, Stephen Karotkin, Joseph H. Smolinsky
c/o WEIL, GOTSHAL & MANGES
767 FIFTH AVENUE
NEW YORK, NEW YORK 10153
via Registered Mail: "RB 644 758 144 US"

For the Third Party Debtors:

Motor Liquidation Company
And Affiliated Debtors
Attn: Carrianne Basler, Vice President
2101 Cedar Springs Road, suite 1100
Dallas, Texas 75201

General Motors Company
Nick S Cyprus, Vice President and
Chief Accounting Officer
300 Renaissance Center
Detroit,Michigan48265-3000

List of Documents Mailed
Affidavit of Negative Averment, Opportunity To Cure, and Counter Claim
Notice of Final Determination and Judgement In Nihil Decit-Verified Affidavit in The Truth
Demand For Payment
Second Demand For Payment
Final Demand For Payment
7-Notice of Claim of Maritime Lien (Joseph H. Smolinsky, Steven Karotkin, Harvey R Miller, Weil, Gotshal & Manges, Carrianne Basler, General Motors Corporation and Motor Liquidation Company)

By: Barry-Henry: Spencer Junior
Barry-Henry: Spencer Junior
Good As Aval

WITNESS my hand and official seal.

(Seal)

NOTARY PUBLIC DATE

My commission expires: _____, 20____ (Stamp)