

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

<p>In re:</p> <p>MOTORS LIQUIDATION COMPANY, <i>et al.</i>,</p> <p style="text-align: center;">Debtors.</p>	:	<p>Chapter 11 Case</p> <p>Case No. 09-50026 (REG)</p> <p>(Jointly Administered)</p>
<p>OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MOTORS LIQUIDATION COMPANY <i>f/k/a</i> GENERAL MOTORS CORPORATION,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent for Various lenders party to the Term Loan Agreement described herein, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	:	<p>Adversary Proceeding</p> <p>Case No. 09-00504 (REG)</p> <p style="text-align: center;"><u>AFFIDAVIT OF DEBRA HOMIC HOGE</u></p>

STATE OF MICHIGAN)
 : ss
COUNTY OF WAYNE)

DEBRA HOMIC HOGE, being duly sworn, deposes and says:

1. I am currently the Director of the Worldwide Real Estate Group -- North America -- for General Motors LLC ("GM"). I have held this position since July 10, 2009. I was previously employed by General Motors Corporation ("old GM") in a similar capacity since February 2006.

2. One of my responsibilities as old GM's Director of Worldwide Real Estate involved a synthetic lease financing transaction (the "Synthetic Lease

Transaction"). The Synthetic Lease Transaction was set forth in a Participation Agreement, dated as of October 31, 2001, as amended from time to time, among old GM, as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1, as Lessor, Wilmington Trust Company, as Trustee, the Persons named therein as Investors, the Persons named therein as Backup Facility Banks, Relationship Funding Company, LLC, and The Chase Manhattan Bank (now known as JPMorgan Chase Bank, N.A.) as Administrative Agent (the "Participation Agreement").

3. The Synthetic Lease Transaction financed old GM's acquisition of certain specific real properties ("Properties"), which were identified in the Synthetic Lease Transaction documents.

4. Old GM was represented by the law firm of Mayer Brown LLP ("Mayer Brown") in connection with the Synthetic Lease Transaction.

5. In accordance with the Synthetic Lease Transaction, multiple UCC-1 financing statements were filed relating to the Properties, including a UCC-1 financing statement filed with the Secretary of State of Delaware listing JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent, as the secured party, and old GM as the debtor ("Synthetic Lease Financing Statement"). (A copy of this UCC-1 is annexed hereto as Exhibit A).

6. In or about October 2008, old GM informed Mayer Brown that it wished to exercise its option under the Synthetic Lease Transaction to repurchase the remaining Properties from the Lessor. Old GM asked Mayer Brown to prepare the documentation necessary for old GM to repurchase the Properties and pay off the amounts owed under the Synthetic Lease Transaction.

7. On October 30, 2008, old GM paid all amounts due under the Synthetic Lease Transaction and exercised the repurchase option provided for in the transaction documents. As part of the termination of the Synthetic Lease Transaction, I, on behalf of old GM, along with other parties executed a Termination Agreement and Release of Operative Agreements dated October 30, 2008 (the "Synthetic Lease Termination Agreement"). (A copy of the Synthetic Lease Termination Agreement is annexed hereto as Exhibit B).

8. Pursuant to the terms of the Synthetic Lease Termination Agreement, JPMCB, as Administrative Agent, and the Lessor "authorize[d] [old GM] to file a termination of any existing Financing Statement relating to the Properties." The Synthetic Lease Termination Agreement further provided that "capitalized terms not otherwise defined" in the Synthetic Lease Termination Agreement "shall have the meanings set forth in Annex A" to the Participation Agreement. "Properties" is defined in the Participation Agreement to mean certain specific real properties all of which related to the Synthetic Lease Transaction.

9. I am informed that in accordance with the authority given to old GM in the Synthetic Lease Termination Agreement, Mayer Brown, as counsel to old GM, caused a UCC-3 termination statement to be filed with the Delaware Secretary of State with respect to the Synthetic Lease Financing Statement. (A copy of this termination statement is annexed hereto as Exhibit C).

10. I am further informed that Mayer Brown, however, also caused a UCC-3 termination statement to be filed with the Delaware Secretary of State with respect to a UCC-1 financing statement that was unrelated to the Synthetic Lease


Transaction or the Properties financed by that transaction. (A copy of this termination statement is annexed hereto as Exhibit D). The unrelated UCC-1 financing statement, filed with the Secretary of State of Delaware listing JPMorgan Chase Bank, N.A., as Administrative Agent, as the secured party, and old GM as the debtor related to collateral pledged under a November 29, 2006 Term Loan Agreement (the "Term Loan") and did not relate to the Synthetic Lease Transaction or the Properties that were financed by that transaction. (A copy of the UCC-1 financing statement is annexed hereto as Exhibit E).

11. Old GM was not authorized by the Synthetic Lease Termination Agreement, nor did old GM believe it had any authority, to terminate any UCC-1 financing statement related to the Term Loan. Nor did old GM provide Mayer Brown with any authority to file a termination statement with respect to a UCC-1 financing statement relating to the Term Loan.

12. I was unaware of the filing of a UCC-3 termination statement relating to the Term Loan prior to old GM filing for bankruptcy on June 1, 2009.


Debra Homic Hoge

Sworn to before me this
18th day of March, 2010


Notary Public

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2016
ACTING IN COUNTY OF

EXHIBIT A

UCC FINANCING STATEMENT

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 01:59 PM 04/12/2002
 INITIAL FILING NUM: 2092526 7
 AMENDMENT NUMBER: 0000000
 SRV: 020235671

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
 440 Ninth Avenue
 New York, NY 10001

DL "CarrollSOS" Secretary of State

P11463

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
GENERAL MOTORS CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

767 FIFTH AVENUE NEW YORK NY 10153 USA

1d. TAX ID #: ESN OR EIN ADDL INFO RE ORGANIZATION 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

Corporation Delaware 8056825 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

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: ESN OR EIN ADDL INFO RE ORGANIZATION 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

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

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1 CHASE MANHATTAN PLAZA NEW YORK NY 10081

4. This FINANCING STATEMENT covers the following collateral:
~~XX~~

To be filed with the Secretary of State of Delaware.

See Schedule I and Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AD. LEN.	NON-UCC FILING
6. THIS FINANCING STATEMENT IS TO BE FILED (or recorded) IN THE PUBLIC REGISTRY:	All Debtors		Display 1	Display 2		
7. CHECK TO REDUCE BY SEARCH REPORT(S) OR FINANCIAL STATEMENT(S) (if applicable):	All Debtors		Display 1	Display 2		
8. OPTIONAL FILER REFERENCE DATA	0000128694					

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME GENERAL MOTORS CORPORATION		
OR	1b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTORS' EXACT FULL LEGAL NAME - Insert only org names (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
11d. TAX ID #: SSN OR EIN			ADDP. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
					11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only org names (12a or 12b)

12a. ORGANIZATION'S NAME AUTO FACILITIES REAL ESTATE TRUST 2001-1					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS C/O WILMINGTON TRUST COMPANY - 1100 NORTH MARKET SQUARE			WILMINGTON	STATE DE	POSTAL CODE 19809-0001
12d. JURISDICTION OF ORGANIZATION USA					

13. This FINANCING STATEMENT covers debtor to be called or co-serviced collateral, or is filed as a future filing

14. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference.

15. Name and address of a RECORD OWNER of whose records of real estate (if Debtor does not have a record thereof):

Auto Facilities Real Estate Trust
2001-1
c/o Wilmington Trust Company
1100 North Market St.
Wilmington, DE 19809-0001

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust, or Trustee acting with respect to property held in trust, or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMISSION UTILITY

Filed in connection with a Manufactured-Home Transaction -- effective 30 years

Filed in connection with a Public-Finance Transaction -- effective 30 years

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1AD) (REV. 07/29/98)

0000128694

DE, *Central/SOS* Secretary of State

00773

Print/Layout by:
INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY
(212) 504-0020

JPMCB-1-00000304

SCHEDULE I
TO
UCC-I FINANCING STATEMENT

DEBTOR: GENERAL MOTORS CORPORATION
767 Fifth Avenue
New York, New York 10153

SECURED PARTY: AUTO FACILITIES REAL ESTATE TRUST 2001-1
c/o Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

ASSIGNEE OF
SECURED PARTY: JPMORGAN CHASE BANK, as Administrative Agent
1 Chase Manhattan Plaza
New York, New York 10081

This Financing Statement covers all of Debtor's right, title and interest in, to, and under the following property now owned or at any time hereafter acquired by Debtor, or in which Debtor may acquire any right, title or interest (all of which property being described below being hereafter collectively called the "Collateral"):

(A) the parcel of real property described on Exhibit A attached hereto (the "Land"), together with (i) the Improvements, (ii) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and all permits, licenses and rights, whether or not of record, appurtenant to the Land, and (iii) all fixtures relating to the Improvements, including all components thereof, located in or on such Improvements, together with all replacements, modifications, alterations and additions thereto, but specifically excluding trade fixtures and other personal property of any subtenant at the Property (the property and interests described in clauses (i), (ii) and (iii), together with the Land, are collectively referred to as the "Property");

(B) all the estate, right, title, claim or demand whatsoever of Debtor, in possession or expectancy, in and to the Property or any part thereof;

(C) all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Property, and any

reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Property to the center line thereof;

(D) all substitutes and replacements of, and all additions and improvements to, the Property, subsequently acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Property, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Debtor;

(E) all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Property or any part thereof, now existing or subsequently entered into by Debtor and whether written or oral and all guarantees of any of the foregoing with respect to the Property, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, and all rights of Debtor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Collateral;

(F) all unearned premiums under insurance policies now or subsequently obtained by Debtor relating to the Property and Debtor's interest in and to all proceeds of any such insurance policies (including title insurance policies), including the right to collect and receive such proceeds; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein; and

(G) all amendments, modifications, substitutions, replacements and additions of any of the foregoing, all proceeds, both cash and noncash, of any of the foregoing.

For purposes hereof, the following terms shall have the meanings set forth below:

"Backup Facility Banks" is defined in the Preamble to the Participation Agreement.

"Backup Facility Loan" is any advance of funds made by a Backup Facility Bank under Section 2.2(a) of the Loan Facility Agreement and any portion of an RFC Loan which has been purchased by a Backup Facility Bank and converted pursuant to Section 2.3 of the Loan Facility Agreement.

"Improvements" shall mean the buildings, structures, and other improvements of every kind existing at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, curbs, gutters, flood controls, sanitary tie-ins, utility pipes, conduits and lines, parking areas and roadways, and including all additions to or changes in the improvements at any time but excluding any additions or improvements or other property in which Lessee retains ownership under the terms of the Lease, and all equipment, apparatus, furnishings, fittings and personal property of every kind and nature whatsoever purchased, leased or otherwise acquired by the Debtor using the proceeds of Loans or the Investor Contributions and now or subsequently attached to, contained in or used or usable in any way in connection with any operation or letting of the Land, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, holiday decorations, bidets, toilets, carpets, rugs, storm doors and windows, shelving, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilation, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description.

"Initial Closing Date" shall mean October 31, 2001.

"Investor Contribution" is defined in Section 1.2 of the Participation Agreement.

"Lease" means the Lease, dated as of the Initial Closing Date between Secured Party and Debtor, together with any Memoranda of Lease and Supplement.

"Liquidity Agreement" means that certain Liquidity Agreement dated as of the Initial Closing Date among RFC, the Backup Facility Banks, and The Chase Manhattan Bank (n/k/a JPMorgan Chase Bank).

"Loans" means the collective reference to Backup Facility Loans and RFC Loans.

"Loan Facility Agreement" means the Loan Facility Agreement dated as of the Initial Closing Date among RFC, the Backup Facility Banks, Secured Party, and The Chase Manhattan Bank (n/k/a JPMorgan Chase Bank).

"Participation Agreement" means the Participation Agreement dated as of the Initial Closing Date among Debtor, Secured Party, Wilmington Trust Company, the investors party thereto, RFC, the Backup Facility Banks, and The Chase Manhattan Bank (n/k/a JPMorgan Chase Bank).

"RFC" means Relationship Funding Company, LLC, a Delaware limited liability company.

"RFC Loans" means any advance of funds made by RFC pursuant to Section 2.1 of the Loan Facility Agreement, and the portion of any Backup Facility Loan, which is repurchased by RFC pursuant to Section 3.11 of the Liquidity Agreement.

Exhibit A

Land

200420-0198-04617-NY 02.2173567.1

JPMCB-1-00000309

REVISION NUMBER : 2
COMMITMENT NUMBER: 06016118-450

PARCEL I: (FEE)

A part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East; thence on the South line of said quarter section, South $89^{\circ}58'39''$ East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North $00^{\circ}11'13''$ East 472.92 feet to a point on the proposed northerly right-of-way line of Ameriplex Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line, North $00^{\circ}11'13''$ East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line, North $44^{\circ}57'32''$ East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land South $27^{\circ}04'49''$ East 230.75 feet to a point on the North line of land described in a deed to Atlantis Limited, recorded as Instrument Number 77-71815 in said Recorder's Office; thence on said North line, North $89^{\circ}58'39''$ West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South $00^{\circ}18'43''$ West 1265.59 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplex Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of $17^{\circ}50'46''$ and a radius of 2124.67 feet; thence westerly on said curve and unrecorded right-of-way line an arc distance of 661.79 feet (said arc being subtended by a chord which bears North $73^{\circ}26'52''$ West 659.11 feet to the Point of Beginning), containing 15.187 acres, more or less.

PARCEL II: (FEE)

A part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East; thence on the South line of said Quarter Section, South $89^{\circ}58'39''$ East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North $00^{\circ}11'13''$ East 472.92 feet to a point on the proposed northerly right-of-way line Ameriplex Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said

JPMCB-1-00000310

line, North $00^{\circ}11'13''$ East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line, North $44^{\circ}57'32''$ East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land and also the westerly line of land also described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166352, the following two (2) courses: 1) South $27^{\circ}04'49''$ East 755.96 feet; 2) South $44^{\circ}01'47''$ East 845.73 feet to a point on the northerly right-of-way line of Decatur Boulevard, the Grant of Right-of-Way of which is recorded as Instrument Number 99-25069 in said Recorder's Office, said point being on a non-tangent curve, concave southerly, having a central angle of $11^{\circ}51'28''$ and a radius of 646.96 feet; thence southwesterly on said curve and right-of-way line an arc distance of 133.89 feet (said arc being subtended by a chord which bears South $60^{\circ}37'31''$ West 133.65 feet); thence North $6^{\circ}12'36''$ East 51.15 feet; thence North $44^{\circ}01'47''$ West 354.67 feet; thence North $89^{\circ}32'06''$ West 56.07 feet; thence South $44^{\circ}57'34''$ West 662.94 feet to a point on the aforesaid unrecorded right-of-way line of AmeriPLEX Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of $20^{\circ}09'52''$ and a radius of 2124.67 feet; thence westerly on said curve and unrecorded right-of-way line an arc distance of 747.75 feet (said arc being subtended by a chord which bears North $72^{\circ}17'23''$ West 743.90 feet to the Point of Beginning.

REVISION NUMBER: 2
COMMITMENT NO. 06016118-450

EXCEPTING THEREFROM the following described real estate:

As part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14, Range 02 East; thence on the South line of said quarter section, South $89^{\circ}58'39''$ East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North $00^{\circ}11'13''$ East 472.92 feet to a point on the proposed northerly right-of-way line of Ameriplax Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line, North $00^{\circ}11'13''$ East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line, North $44^{\circ}57'32''$ East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land South $27^{\circ}04'49''$ East 230.75 feet to a point on the North line of land described in a deed to Atlantis Limited, recorded as Instrument Number 77-71815 in said Recorder's Office; thence on said North line, North $89^{\circ}58'39''$ West 125.00 feet to the Northwest corner of said land; thence on the West line of said land, South $00^{\circ}18'43''$ West 1265.59 feet to a point on the aforesaid unrecorded right-of-way line of Ameriplax Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of $17^{\circ}50'46''$ and a radius of 2124.67 feet; thence westerly on said curve and unrecorded right-of-way line an arc distance of 661.79 feet (said arc being subtended by a chord which bears North $73^{\circ}26'52''$ West 659.11 feet to the Point of Beginning, containing 15.187 acres, more or less.

PARCELS I and II, when combined are the same as the following perimeter description:

A part of the Southwest Quarter of Section 3, Township 14, Range 02 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East; thence on the South line of said quarter section, South $89^{\circ}58'39''$ East 721.20 feet to the Southeast corner of land described in a deed to Richard S. and Carrie E. Edwards, recorded as Instrument Number 76-70011 in the Marion County Recorder's Office; thence on the East line of said Edwards and the prolongation thereof, North $00^{\circ}11'13''$ East 472.92 feet to a

JPMCB-1-00000312

point on the proposed northerly right-of-way line AmeriPLEX Parkway (unrecorded), said point being the POINT OF BEGINNING of the herein described real estate; thence continuing on said line, North 00°11'13" East 625.66 feet to a point on the southeasterly line of land described in a deed to the Indianapolis Airport Authority, recorded as Instrument Number 95-01734; thence on said southeasterly line North 44°57'32" East 929.24 feet to the northwesterly corner of land described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166351 in said Recorder's Office; thence on the westerly line of said land and also the westerly line of land also described in a deed to Decatur P.D., LLC, recorded as Instrument Number 99-166352, the following two (2) courses: 1) South 27°04'49" East 755.96 feet; 2) South 44°01'47" East 845.73 feet to a point on the northerly right of way line of Decatur Boulevard, the Grant of Right-of-Way of which is recorded as Instrument Number 99-25069 in said Recorder's Office, said point being on a non-tangent curve, concave southerly, having a central angle of 11°51'28" and a radius of 646.96 feet, thence southwesterly on said curve and right-of-way line an arc distance of 133.89 feet (said arc being subtended by a chord which bears South 60°37'31" West 133.65 feet); thence North 6°12'36" East 51.15 feet; thence North 44°01'47" West 354.67 feet, thence north 89°32'06" West 56.07 feet; thence South 44°57'34" West 662.94 feet to a point on the aforesaid unrecorded right-of-way line of AmeriPLEX Parkway, said point being on a non-tangent curve, concave southerly, having a central angle of 20°09'52" and a radius of 2124.67 feet thence westerly on said curve and unrecorded right-of-way line an arc distance of 747.75 feet (said arc being subtended by a chord which bears North 72°17'23" West 743.90 feet to the Point of Beginning, containing 26.497 acres, more or less.

PARCEL III: (DRAINAGE)

Non-exclusive Temporary Drainage Easement dated January 12, 2000 and recorded January 19, 2000 as Instrument No. 2000-8126 to be created upon and over the following described land:

A strip of land, 30 feet in width, over a part of the Southwest Quarter of Section 3, Township 14 North, Range 02 East of the Second Principal Meridian, lying 15 feet on each side of the following described centerline:

Commencing at the Southwest corner of the Southwest Quarter of Section 3, Township 14 North, Range 02 East, thence on the South line thereof, South 89 degrees 58 minutes 39 seconds East 736.17 feet; thence North 00 degrees 11 minutes 13 seconds East 20.00 feet to a point on the North right-of-way line of Milhouse Road, being the POINT OF BEGINNING of the herein described centerline; thence continuing North 00 degrees 11 minutes 13 seconds East 450.86 feet to a point on the northerly right-of-way line of future AmeriPLEX Parkway (unrecorded), and there terminating; the side lines of said strip to be lengthened or shortened to begin at the North right-of-way line of Milhouse Road and end at the northerly right-of-way of future AmeriPLEX Parkway, containing 0.310 acres, more or less.

LOT 3 IN CARLOW CORPORATE CENTER SOUTH UNIT 1, A PART OF THE SOUTHEAST
1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 2001 AS
DOCUMENT R2001-104725 IN WILL COUNTY, ILLINOIS.

Property Address:
1355 Remington Blvd.
Bolingbrook, Illinois 60440

P.I.N. :
12-02-30-403-001-0000

JPMCB-1-00000314

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) 9009235718

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
2727 ALLEN DAVIDSON
SUITE 1000

HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 01:34 PM 03/05/2007
INITIAL FILING # 2092526 7
AMENDMENT # 2007 0812718
SRV: 070276693

1a. INITIAL FINANCING STATEMENT FILE # 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2092526 7

2. **TERMINATION (PARTY INFORMATION):** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (all or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

7d. TYPE OF ORGANIZATION

7e. JURISDICTION OF ORGANIZATION

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire reinstated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT

JPMorgan Chase Bank, as Administrative Agent

10. OPTIONAL FILER REFERENCE DATA

DK-D-23995124-509430/0198 General Motors 000000

EXHIBIT B

TERMINATION AGREEMENT AND RELEASE
OF OPERATIVE AGREEMENTS

October 30, 2008

The parties to this Termination Agreement and Release of Operative Agreements (this "Termination and Release") acknowledge that the Lessee is exercising the Maturity Date Purchase Option pursuant to Section 20.2 of the Lease.

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, the undersigned, each of which is a party to one or more of the agreements identified as the Operative Agreements, hereby agree that (i) each of such Operative Agreements and any Commitment thereunder is hereby terminated and is discharged and of no further force or effect as of the date hereof, and (ii) the Administrative Agent and the Lessor do hereby (x) release all of their Liens and Lessor Liens against the Properties created by the Operative Agreements, (y) acknowledge that such Liens and Lessor Liens are forever released, satisfied and discharged and (x) authorize Lessee to file a termination of any existing Financing Statement relating to the Properties. The foregoing notwithstanding, the following provisions shall survive the termination hereby (A) any provision of the Operative Agreements which survives termination by its express terms, (B) the indemnification obligations set forth in Sections 12.1 (General Indemnity) and 12.2 (General Tax Indemnity) of the Participation Agreement (as defined herein), and (C) the obligations of the Lessee to pay Transaction Expenses pursuant to Section 8.2(iii) of the Participation Agreement.

All capitalized terms not otherwise defined herein shall have the meanings set forth in Annex A to that certain Participation Agreement dated as of October 31, 2001, among General Motors Corporation, as Lessee and Construction Agent, Auto Facilities Real Estate Trust 2001-1, as Lessor, Wilmington Trust Company, as Trustee, the Persons named therein as Investors, the Persons named therein as Backup Facility Banks, Relationship Funding Company, LLC, and JPMorgan Chase Bank, as Administrative Agent, as amended (the "Participation Agreement").

This Termination and Release may be executed in counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to be a single document.

This Termination and Release shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without regard to conflicts of law principles (other than Title 14 of Article 5 of the New York General Obligations Law), except to the extent the application of laws of another jurisdiction are mandatory.

[*The remainder of this page is intentionally left blank.*]

*Termination Agreement and
Release of Operative Agreements*

9191785.1 27-Oct-08 11:00 00652500

JPMCB-1-00000317

The undersigned have executed this Termination and Release as of the date first above here written.

AUTO FACILITIES REAL ESTATE TRUST
2001-1, as Lessor

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By: M. McCarthy
Name: Michael B. McCarthy
Title: Vice President

GENERAL MOTORS CORPORATION, as Lessee
and Construction Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, as Administrative
Agent and a Backup Facility Bank

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY, in its individual capacity, only to the extent expressly set forth in the Participation Agreement

By: M. McCarthy
Name: Michael B. McCarthy
Title: Vice President

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Name:
Title:

The undersigned have executed this Termination and Release as of the date first above here written.

AUTO FACILITIES REAL ESTATE TRUST
2001-1, as Lessor

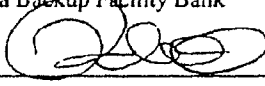
By: Wilmington Trust Company, not in its
individual capacity but solely as Trustee

By: _____
Name:
Title:

GENERAL MOTORS CORPORATION, as Lessee
and Construction Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, as Administrative
Agent and a Backup Facility Bank

By:  _____
Name:
Title: **RICHARD W. DUKER**
MANAGING DIRECTOR

WILMINGTON TRUST COMPANY, in its
individual capacity, only to the extent expressly set
forth in the Participation Agreement

By: _____
Name:
Title:

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Name:
Title:

S-1

*Termination Agreement and
Release of Operative Agreements*

9191785 2 27-Oct-08 11:00 00652500

JPMCB-1-00000320

The undersigned have executed this Termination and Release as of the date first above here written.

AUTO FACILITIES REAL ESTATE TRUST
2001-1, as Lessor

By: Wilmington Trust Company, not in its
individual capacity but solely as Trustee

By: _____
Name:
Title:

GENERAL MOTORS CORPORATION, as Lessee
and Construction Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, as Administrative
Agent and a Backup Facility Bank

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY, in its
individual capacity, only to the extent expressly set
forth in the Participation Agreement

By: M. McCarthy
Name: Michael B. McCarthy
Title: Vice President

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Name:
Title:

S-1

*Termination Agreement and
Release of Operative Agreements*

9191785.2 27-Oct-03 11:00:00 00652506

JPMCB-1-00000321

The undersigned have executed this Termination and Release as of the date first above here written.

AUTO FACILITIES REAL ESTATE TRUST
2001-1, as Lessor

By: Wilmington Trust Company, not in its
individual capacity but solely as Trustee

By: _____
Name:
Title:

GENERAL MOTORS CORPORATION, as Lessee
and Construction Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, as Administrative
Agent and a Backup Facility Bank

By: _____
Name:
Title:

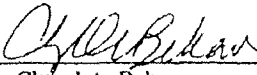
WILMINGTON TRUST COMPANY, in its
individual capacity, only to the extent expressly set
forth in the Participation Agreement

By: _____
Name:
Title:

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Name: Thomas J. Irvin
Title: Manager

BTMU CAPITAL CORPORATION, as Secured
Investor

By: 
Name: Cheryl A. Behan
Title: Senior Vice President

JH EQUITY REALTY INVESTORS, INC., as
Equity Investor

By: _____
Name:
Title:

By: _____
Name:
Title:

CITIBANK, N.A., as a Backup Facility Bank

By: _____
Name:
Title:

BNP PARIBAS, as a Backup Facility Bank

By: _____
Name:
Title:

By: _____
Name:
Title:

HSBC BANK USA, as a Backup Facility Bank

By: _____
Name:
Title:

*Termination Agreement and
Release of Operative Agreements*

BTMU CAPITAL CORPORATION, as Secured
Investor

By: _____
Name:
Title:

JH EQUITY REALTY INVESTORS, INC., as
Equity Investor

By: _____
Name: R. Douglas Donaldson
Title: Treasurer

By: _____
Name: Louise E. Colby
Title: Vice President

CITIBANK, N.A., as a Backup Facility Bank

By: _____
Name:
Title:

BNP PARIBAS, as a Backup Facility Bank

By: _____
Name:
Title:

By: _____
Name:
Title:

HSBC BANK USA, as a Backup Facility Bank

By: _____
Name:
Title:

*Termination Agreement and
Release of Operative Agreements*

BTMU CAPITAL CORPORATION, as Secured
Investor

By: _____
Name:
Title:

JH EQUITY REALTY INVESTORS, INC., as
Equity Investor

By: _____
Name:
Title:

By: _____
Name:
Title:

CITIBANK, N.A., as a Backup Facility Bank

By: 
Name: Wayne Beckmann
Title: Managing Director

BNP PARIBAS, as a Backup Facility Bank

By: _____
Name:
Title:

By: _____
Name:
Title:

HSBC BANK USA, as a Backup Facility Bank

By: _____
Name:
Title:

*Termination Agreement and
Release of Operative Agreements*

BTMU CAPITAL CORPORATION, as Secured
Investor

By: _____
Name:
Title:

JH EQUITY REALTY INVESTORS, INC., as
Equity Investor

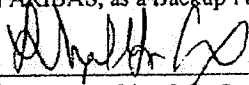
By: _____
Name:
Title:

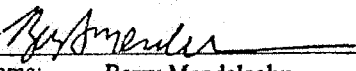
By: _____
Name:
Title:

CITIBANK, N.A., as a Backup Facility Bank

By: _____
Name:
Title:

BNP PARIBAS, as a Backup Facility Bank

By:  _____
Name: Lloyd G. Cox
Title: Managing Director

By:  _____
Name: Barry Mendelsohn
Title: Director

HSBC BANK USA, as a Backup Facility Bank

By: _____
Name:
Title:

*Termination Agreement and
Release of Operative Agreements*

HSBC BANK USA, N.A., as a Backup Facility
Bank


By: Paul L. Hatton
Name: Paul L. Hatton
Title: Managing Director


9191785.2 27-Oct-08 11:00 00652500

*Termination Agreement and
Release of Operative Agreements*

JPMCB-1-00000327

(formerly) CREDIT SUISSE, CAYMAN ISLANDS BRANCH
CREDIT SUISSE FIRST BOSTON, as a Backup
Facility Bank

By: 
Name: Mark Gleason
Title: Managing Director

By: 
Name: Shaheen Malik
Title: Associate

*Termination Agreement and
Release of Operative Agreements*

9191785 2 27-Oct-08 11:00 00652500

JPMCB-1-00000328

EXHIBIT C

UCC FINANCING STATEMENT AMENDMENT

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 07:18 PM 10/30/2008
 INITIAL FILING # 2082926 7
 AMENDMENT # 2008 3661426
 SRV: 081081587

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bryan Khever
 CT
 208 South LaSalle Street
 Suite 114
 Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **INITIAL FINANCING STATEMENT FILE #** 2092526 7 on 4.12.02

2. **THE FINANCING STATEMENT AMENDMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS**

3. **TERMINATION:** Enforcement of the Financing Statement identified above is terminated with respect to security interests of the Secured Party underlying the Termination Statement.
 CONFIRMATION: Enforcement of the Financing Statement identified above with respect to security interests of the Secured Party underlying this Confirmation Statement is confirmed for the additional period provided by applicable law.

4. **ASSIGNMENT:** Full or partial: Give notice of assignment in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignee in Item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in Item 6 and/or 7.
 CHANGE name or/and address: Please refer to the detailed instructions in respect to parties to financing statement.
 DELETE name: This name should be deleted in Item 6a or 6b.
 ADD name: Check only Item 7a and also Item 7c. Also check the box in Item 6a or 6b.

6. **CURRENT RECORD INFORMATION**

6a. **ORGANIZATION'S NAME**
 GENERAL MOTORS CORPORATION

OR
 6b. **INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION**

7a. **ORGANIZATION'S NAME**

OR
 7b. **INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

7c. **MAILING ADDRESS** CITY STATE POSTAL CODE COUNTRY

7d. **REGISTERED OFFICE** ADDRESS INFO RE ORGANIZATION OFFICER TYPE OF ORGANIZATION JURISDICTION OF ORGANIZATION TYPE ORGANIZATION IS IT BY **SOLE**

8. **AMENDMENT (COLLATERAL CHANGE):** as set only see box.
 Describe collateral deleted or added, or give entire detailed collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Assignment obtained by a Debtor under authority or under the authority of a Debtor, or if this is a Termination authorized by a Debtor, check box and enter name of DIRECTOR authorizing this Amendment.

THE ORGANIZATION'S NAME
 OR
 JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

10. **OPTIONAL FILER'S BUSINESS DAY**
 File with DE SOS (Master No. 00652500-14) [General] [Doc. No. 1457980] BK 7401846 50-1 103

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 06/22/02)

EXHIBIT D

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (Print and type CAREFULLY)
 TAKE A COPY OF CONTACT AT PLSR (optional)

DELEWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 07:22 PM 10/30/2008
 INITIAL FILING # 6416008 4
 AMENDMENT # 2008 3661491
 REV: 081081602

II. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bryan Khuover
 CT
 208 South LaSalle Street
 Suite 814
 Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. UCC FINANCING STATEMENT FILE #
 6416008 4 on 11.30.06

2. **TERMINATION:** Amendment of the Financing Statement identified above is terminated with respect to security interests of the Secured Party submitting this Termination Statement.

3. **CONTINUATION:** Amendment of the Financing Statement identified above with respect to security interests of the Secured Party submitting this Continuation Statement is certified for the additional period provided by applicable law.

4. **ASSIGNMENT:** Full or partial: Also name of assignor to Item 7a or 7b and address of assignor to Item 7c, and also give name of assignee in Item 7.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects: Debtor Secured Party of record. Check only ONE of these two boxes.
 Also check ONE of the following three boxes and provide appropriate information in Items 7 and 8.

CHANGE name and/or address: Please refer to standardized instructions to UCC FILING SECTION regarding this option.

DELETE name: Also record name to be deleted in Item 7a or 7b.

ADD name: Complete Item 7a or 7b and also Item 7c (depending on party type).

6. **CURRENT RECORD INFORMATION:**

7a. **ORGANIZATION'S NAME:**
 GENERAL MOTORS CORPORATION

7b. **INDIVIDUAL'S LAST NAME:** FIRST NAME: MIDDLE NAME: SUFFIX:

7c. **CHANGED (NEW) OR ADDED INFORMATION:**

7d. **ORGANIZATION'S NAME:**

7e. **INDIVIDUAL'S LAST NAME:** FIRST NAME: MIDDLE NAME: SUFFIX:

7f. **MAILING ADDRESS:** CITY: STATE: POSTAL CODE: COUNTRY:

7g. **TYPE OF ORGANIZATION:** ADD/CHANGE OR ORGANIZATION OR TYPE OF ORGANIZATION: JURISDICTION OF ORGANIZATION: YES, ORGANIZATIONAL IS U.S. OR CAN. OTHER:

8. **AMENDMENT (COLLATERAL CHANGE):** Check only ONE box.
 Complete additional deleted or added, or give entire included collateral description, or describe additional included.

9. **NAME OF DECLINED PARTY OR RECORD AUTHORIZING THIS AMENDMENT:** Name of Debtor, Party to an Assignment, Party to an Amendment authorized by a Debtor which will be satisfied or fully be satisfied by Debtor, or if Party to a Termination authorized by a Debtor, check here and your name of CREDITORS (including this Amendment).

9a. **ORGANIZATION'S NAME:**
 JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT

9b. **INDIVIDUAL'S LAST NAME:** FIRST NAME: MIDDLE NAME: SUFFIX:

10. **OFFICIAL FILER ASSIGNMENT DATA:**
 File with DE BOS (Master No. 00652500) [General-13] [Doc. No. 1457978] 62-2018462-5 14

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC9) (REV. 08/2007)

EXHIBIT E

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (How and how) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (Required)
 UCC Filings 800-828-0938

B. LENDING ACKNOWLEDGMENT TO: (Name and Address)
 National Corporate Research
 41 State Street
 Suite 600
 Albany, NY 12207
 melissa@nationalcorp.com

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:23 PM 11/30/2006
 INITIAL FILING NUM: 6416808 4
 AMENDMENT NUMBER: 0000000
 SRV: 063094538

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (Insert only legal name (S, or LLC) - do not abbreviate or use initials)

1a. ORGANIZATION'S NAME
 GENERAL MOTORS CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 300 RENAISSANCE CENTER DETROIT MI 48265-3000 USA

1d. JURISDICTION **1e. TYPE OF ORGANIZATION** **1f. JURISDICTION OF ORGANIZATION** **1g. ORGANIZATIONAL B.R. # (only)**
 Delaware Corporation Delaware NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Insert only legal name (S, or LLC) - do not abbreviate or use initials)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. JURISDICTION **2e. TYPE OF ORGANIZATION** **2f. JURISDICTION OF ORGANIZATION** **2g. ORGANIZATIONAL B.R. # (only)**
 NONE

3. SECURED PARTY'S NAME (IF NAME IS TOTAL ASSIGNOR OF ASSIGNOR SP) - (Insert only legal name (S, or LLC))

3a. ORGANIZATION'S NAME
 JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 P.O. BOX 2558 HOUSTON TX 77252 USA

4. THE FINANCING STATEMENT covers the following collateral:
 THE ASSETS DESCRIBED ON ANNEX I ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

<input type="checkbox"/> ALTERNATIVE DEBITATION (if applicable)	<input type="checkbox"/> FEDERAL RESERVE	<input type="checkbox"/> CONFIDENTIAL/CONFIDENCE	<input type="checkbox"/> BAL REGAL OR	<input type="checkbox"/> BELLEVALUER	<input type="checkbox"/> AS. LBN	<input type="checkbox"/> NON-UCC FILING
<input type="checkbox"/> THIS FINANCING STATEMENT IS TO BE FILED FOR RECORDING OR RECORDING IN 643 (S, or LLC)	<input type="checkbox"/> THIS DOCUMENT IS SUBJECT TO SEARCH REPORT (S, or LLC)	<input type="checkbox"/> ALL RIGHTS	<input type="checkbox"/> OTHER 1	<input type="checkbox"/> OTHER 2		
8. OPTIONAL FILER RESPONSE DATA					F8176913	
6701-619 - DE - Secretary of State					A8274606	

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC-1) (REV. 08/22/03)

JPMCB-1-00000334

This Annex I
consists of 4 pages

ANNEX I
TO
UCC-1 FINANCING STATEMENT

Debtor: General Motors Corporation
300 Renaissance Center
Detroit, Michigan 48265-3000
(the "Debtor")

Secured Party: JPMorgan Chase Bank, N.A., as Administrative Agent
P.O. Box 2558
Houston, TX 77252
(the "Agent")

The financing statement to which this Annex I is attached covers all of the following property of the Debtor now owned or at any time hereafter acquired (collectively, the "Collateral"):

- (1) all Equipment and all Fixtures, other than Excluded Equipment and Fixtures;
- (2) all Documents and General Intangibles attributable solely to Equipment or Fixtures, other than Excluded Equipment and Fixtures;
- (3) all books and records pertaining solely to Equipment or Fixtures (or Proceeds or products of Equipment or Fixtures), in each case, other than Excluded Equipment and Fixtures (or Proceeds or products thereof); and
- (4) to the extent not otherwise included in the foregoing clauses, all Proceeds and products of any and all of the foregoing.

As used herein, the following terms shall have the following meanings:

"Collateral Agreement": the collateral agreement, dated as of November 29, 2006, among the Debtor, Saturn Corporation and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

"Credit Agreement": the term loan agreement, dated as of November 29, 2006, among the Debtor, Saturn Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (as the same may be amended, supplemented or otherwise modified from time to time).

"Documents": all "Documents" as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

104406747

JPMCB-1-00000335

"Equipment": all "Equipment" as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

"Excluded Equipment and Fixtures": all Equipment and Fixtures, now owned or at any time hereafter acquired by the Debtor, which are not located at U.S. Manufacturing Facilities; provided, that no Equipment or Fixtures now owned or at any time hereafter acquired by the Debtor (a) located at a U.S. Manufacturing Facility or (b) transferred to a Non-U.S. Manufacturing Property other than (i) in the ordinary course of business or (ii) for a business purpose of the Debtor and its Subsidiaries (as determined in good faith by the Debtor) and not primarily for the purpose of (1) reducing the security for the Obligations or (2) making such Equipment and Fixtures available to other creditors, shall constitute Excluded Equipment and Fixtures.

"Fixtures": all "Fixtures" as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

"General Intangible": a "General intangible" as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

"Governmental Authority": any nation or government, any state, province, municipality or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of government including the European Central Bank.

"Grantors": a collective reference to the Debtor and Saturn Corporation, and each other direct or indirect wholly-owned domestic Subsidiary of the Debtor that at the option of the Debtor becomes a party to the Collateral Agreement, the Credit Agreement and each other relevant Loan Document, in each case by executing a Joinder agreement in form and substance reasonably acceptable to the Agent.

"Lender": each Lender party to the Credit Agreement.

"Lien": any mortgage, pledge, lien, security interest, charge, statutory deemed trust, conditional sale or other title retention agreement or other similar encumbrance.

"Loan": a loan made by a Lender to the Debtor pursuant to the Credit Agreement.

"Loan Documents": the Credit Agreement, the Security Documents, the Notes and any amendment, waiver, supplement or other modification to any of the foregoing.

"Non-U.S. Manufacturing Property": any real property of a Grantor that is not part of a U.S. Manufacturing Facility.

"Note": a promissory note, executed and delivered by the Debtor with respect to the Loans, substantially in the form of Exhibit B to the Credit Agreement.

"Obligations": all obligations of any Grantor in respect of any unpaid Loans and any interest thereon (including interest accruing after the maturity of any Loan and interest

accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other obligations and liabilities of any Grantor to the Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Credit Agreement, any other Loan Document or any other document made, delivered or given in connection therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

"Person": an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Proceeds": all "Proceeds" as such term is defined in Section 9-102 of the UCC as in effect on November 29, 2006.

"Secured Parties": the collective reference to the Agent, each Lender and each other Person to which any Obligations are owed.

"Security Documents": the Collateral Agreement and all other security documents delivered to the Agent granting or purporting to grant a Lien on any property of any Person to secure the Obligations, including financing statements or financing change statements under the applicable Uniform Commercial Code.

"Subsidiary": as to any Person (the "parent"), any other Person of which at least a majority of the outstanding stock or other equity interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or comparable governing body of such Person (irrespective of whether or not at the time stock or other equity interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time owned by the parent, or by one or more Subsidiaries, or by the parent and one or more Subsidiaries.

"UCC": the Uniform Commercial Code as from time to time in effect in the State of New York; ~~provided, however,~~ that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Agent's and the Secured Parties' security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

"U.S. Manufacturing Facility": (a) any plant or facility of a Grantor listed on Schedule I hereto, including all related or appurtenant land, buildings, Equipment and Fixtures, and (b) any plant or facility of a Grantor, including all related or appurtenant land, buildings, Equipment and Fixtures, acquired or leased by a Grantor after the date hereof which is located within the continental United States of America and at which manufacturing, production, assembly or processing activities are conducted.

Schedule 1
to Annex 1 to UCC-1 Financing Statement

Num	Facility	City	State
1	GM ASSEMBLY ARLINGTON	ARLINGTON	TX
2	GM ASSEMBLY BOWLING GREEN	BOWLING GREEN	KY
3	GM ASSEMBLY DETROIT HAMTRAMCK	DETROIT	MI
4	GM ASSEMBLY FAIRFAX	KANSAS CITY	KS
5	GM ASSEMBLY FLINT	FLINT	MI
6	GM ASSEMBLY FORT WAYNE	FORT WAYNE	IN
7	GM ASSEMBLY JANESVILLE	JANESVILLE	WI
8	GM ASSEMBLY LANSING DELTA TOWNSHIP	LANSING	MI
9	GM ASSEMBLY LANSING GRAND RIVER	LANSING	MI
10	GM ASSEMBLY LORDSTOWN	LORDSTOWN	OH
11	GM ASSEMBLY MORAIN	DAYTON	OH
12	GM ASSEMBLY ORION	LAKE ORION	MI
13	GM ASSEMBLY PONTIAC EAST	PONTIAC	MI
14	GM ASSEMBLY SATURN WILMINGTON	WILMINGTON	DE
15	GM ASSEMBLY SHREVEPORT	SHREVEPORT	LA
16	GM ASSEMBLY WENTZVILLE	WENTZVILLE	MO
17	GM MPD AMT (SAMCO)	NEW HUDSON	MI
18	GM MPD FLINT	FLINT	MI
19	GM MPD FLINT TOOL & DIE	FLINT	MI
20	GM MPD GRAND BLANC	GRAND BLANC	MI
21	GM MPD GRAND RAPIDS	WYOMING	MI
22	GM MPD INDIANAPOLIS	INDIANAPOLIS	IN
23	GM MPD LANSING REGIONAL STAMPING	LANSING	MI
24	GM MPD LORDSTOWN	LORDSTOWN	OH
25	GM MPD MANSFIELD	MANSFIELD	OH
26	GM MPD MARION	MARION	IN
27	GM MPD PARMA	PARMA	OH
28	GM MPD PONTIAC	PONTIAC	MI
29	GM MPD SHREVEPORT	SHREVEPORT	LA
30	GM POWERTRAIN ALLISON BALTIMORE	WHITE MARSH	MD
31	GM POWERTRAIN BAY CITY	BAY CITY	MI
32	GM POWERTRAIN BEDFORD	BEDFORD	IN
33	GM POWERTRAIN DEFIANCE	DEFIANCE	OH
34	GM POWERTRAIN FLINT ENGINE SOUTH	FLINT	MI
35	GM POWERTRAIN LIVONIA	LIVONIA	MI
36	GM POWERTRAIN MASSENA	MASSENA	NY
37	GM POWERTRAIN PARMA	PARMA	OH
38	GM POWERTRAIN ROMULUS ENGINE	ROMULUS	MI
39	GM POWERTRAIN TOLEDO	TOLEDO	OH
40	GM POWERTRAIN TONAWANDA	BUFFALO	NY
41	GM POWERTRAIN WARREN TRANSMISSION	WARREN	MI
42	GM POWERTRAIN WILLOW RUN	YPSILANTI	MI

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