

Hearing Date: June 14, 2012 at 9:45 a.m.
Objection Deadline: June 7, 2012 at 4:00 p.m.

PILLSBURY WINTHROP SHAW PITTMAN LLP

1540 Broadway
New York, NY 10036
(212) 858-1000 (Phone)
(212) 858-1500 (Fax)
Nickolas J. Karavolas (NK-0324)

Counsel for Wells Fargo Bank, N.A.

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

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

**NOTICE OF MOTION OF WELLS FARGO BANK, N.A.
FOR AN ORDER DIRECTING DISBURSEMENT
OF CLAIM DISTRIBUTIONS TO SECURED PARTY**

PLEASE TAKE NOTICE that upon the annexed Motion, dated May 16, 2012, of Wells Fargo Bank, N.A. (“**Wells Fargo**”) for an order directing that all distributions on account of Claim No. 04957 filed by Del Norte Chevrolet-Olds Co. and James Larry Allen be made to Wells Fargo, all as more fully described in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 on June 14, 2012 at 9:45 a.m.,¹ or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objection to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by

¹ All times stated are Eastern Standard Time.

registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disc, preferably in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent practicable, and served in accordance with General Order M-399, and in accordance with this Court's Sixth Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures dated May 5, 2011 so as to be received no later than June 7, 2012 at 4:00 p.m. (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Motion, Wells Fargo may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which may be entered with no further notice or opportunity to be heard offered to any party.

New York, New York
Dated: May 16, 2012

Respectfully submitted,
/s/ Nickolas J. Karavolas
PILLSBURY WINTHROP SHAW PITTMAN LLP
1540 Broadway
New York, New York 10036
Telephone: (212) 858-1000
Facsimile: (212) 858-1500

Hearing Date: June 14, 2012 at 9:45 a.m.
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Debtors.)	Jointly Administered
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**MOTION FOR AN ORDER DIRECTING
DISBURSEMENT OF CLAIM DISTRIBUTIONS TO SECURED PARTY**

Wells Fargo Bank, N.A. (“**Wells Fargo**”), by and through its undersigned counsel, hereby files this motion (“**Motion**”) pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and 11 U.S.C. § 105(a) seeking entry of an order substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”) directing that all distributions on account of the Del Norte Claim (defined below) be made to Wells Fargo on the terms described herein and specified in the Proposed Order. In support of this Motion, Wells Fargo respectfully represents as follows:

Background

1. Wells Fargo financed the car and truck sales business of Del Norte Chevrolet-Olds Co. (“**Del Norte**”), an automotive dealership with locations in Brawley and Imperial, California. Under date of April 30, 2008, Wells Fargo and Del Norte entered into a Credit and Security Agreement (the “**Credit Agreement**”) pursuant to which, *inter alia*, Wells Fargo provided to Del Norte a line of credit, referred to as the “**Floor Plan Line**”, in the principal

amount of \$10,650,000. Del Norte executed and delivered to Wells Fargo a Floor Plan Note dated April 30, 2008 in the principal amount of \$10,650,000 pursuant to which, *inter alia*, Del Norte agreed to repay to Wells Fargo on or before May 31, 2009 all amounts borrowed by Del Norte pursuant to the Credit Agreement plus interest accrued thereon at the specified rates and other fees, costs and charges. A true and correct copy of the Credit Agreement is attached hereto as Exhibit B. A true and correct copy of the Floor Plan Note is attached hereto as Exhibit C.

2. Pursuant to Section 1.2 of the Credit Agreement, and to secure each and every debt, liability and obligation that Del Norte owed or might come to owe Wells Fargo, Del Norte granted Wells Fargo a lien and security interest in the property described therein (the “**Collateral**”), including all Del Norte’s general intangibles, vehicle and parts inventories, equipment, accounts and all cash proceeds of the foregoing, including identifiable cash proceeds of these assets deposited in Del Norte’s bank accounts. Wells Fargo perfected its security interest in Del Norte’s assets by filing financing statements with the California Secretary of State. A true and correct copy of one of said financing statements and pertinent continuation statements are submitted herewith as Exhibit D.

3. Del Norte’s President and sole shareholder, James Larry Allen (“**Allen**”), guaranteed Del Norte’s obligations to Wells Fargo.

4. On or about November 19, 2008, Wells Fargo discovered that Del Norte had breached the Credit Agreement by failing to pay to Wells Fargo more than \$4 million worth of proceeds received by Del Norte from the sale of vehicles. Shortly thereafter, Wells Fargo commenced litigation in the Imperial County Superior Court against Del Norte and Allen to enforce their loan and guaranty obligations as described above.

5. Del Norte filed a chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Southern District of California (“**San Diego Bankruptcy Court**”) on December 23, 2008. Later that month, Wells Fargo moved for and was granted relief from the automatic stay. On June 8, 2009, Del Norte’s bankruptcy case was closed.

6. On or about April 21, 2009, Allen filed a chapter 7 bankruptcy petition in the San Diego Bankruptcy Court, Case No. 09-05214-JM7. Gerald Davis was appointed and is acting trustee in Allen's bankruptcy case, which remains pending.

7. Wells Fargo filed an adversary proceeding against Allen seeking denial of a discharge. Summary judgment was granted in Wells Fargo's favor by an order entered on February 26, 2010. A true and correct copy of the order denying Allen's discharge is attached hereto as Exhibit E.

8. On January 21, 2011, judgment in the amount of \$8,717,845.76 was entered in favor of Wells Fargo and against Del Norte and Allen in the above-referenced Imperial County Superior Court action. Allen caused \$12,000 to be paid on the judgment (from the proceeds of real property abandoned from his estate). With post-judgment interest the amount now due on the judgment exceeds \$9.5 million.

9. In 2006, Del Norte and Allen commenced litigation against General Motors Corporation ("**GM**") in the Imperial County Superior Court seeking to recover damages out of an alleged breach of an agreement pertaining to the delivery of vehicles to Del Norte by GM. This case was removed to the United States District Court for the Southern District of California, and then stayed when GM filed bankruptcy. A true and correct copy of this complaint is submitted herewith as Exhibit F.

10. On June 1, 2009, Motors Liquidation Company (f/k/a General Motors Corporation) ("**MLC**") and certain of its subsidiaries as debtors in the above-captioned chapter 11 cases commenced voluntary cases under chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York.

11. By an order entered March 29, 2011 (ECF No. 9941), this honorable Court confirmed the Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (the "**Plan**"). Section 6.2 of Article VI of the Plan provides for the creation of the "**GUC Trust**" to administer certain responsibilities after the Plan effective date.

12. Del Norte filed a claim in the amount of \$3,113,314.96 against MLC, which claim was assigned Claim No. 04957 (the “**Del Norte Claim**”). A true and correct copy of the Del Norte Claim which Wells Fargo obtained from the GUC Trust’s website, MLCGUTrust.com, is submitted herewith as Exhibit G. The Del Norte Claim states that it is based on an alleged breach of a settlement agreement. Allen is not listed as a claimant on the Del Norte Claim, but Allen is listed as a co-claimant on the GUC Trust’s web-site. For clarity, all references to the Del Norte Claim include the interests of both Del Norte and Allen, if any, in such claim.

13. The amended schedule B-21 which Allen filed in his bankruptcy case on March 10, 2010 includes a reference to a claim against GM which Allen valued at \$0.00. The Allen bankruptcy case docket does not reflect Bankruptcy Court authorization for the estate to employ the attorney who filed the Del Norte Claim, Lowell Sutherland, Esq.

14. Wells Fargo is informed and believes the Del Norte Claim has been approved and allowed in the amount of \$424,000. Wells Fargo is further informed that no distribution has been made on account of the Del Norte Claim.

15. Wells Fargo has notified Allen’s chapter 7 trustee, Mr. Davis, of the existence and proceedings relating to the Del Norte claim. Mr. Davis has agreed through counsel to the relief requested in this Motion.

16. On February 8, 2012, this honorable Court entered an Order Approving Motion Pursuant to Bankruptcy Rule 3003 and Section 105(a) of the Bankruptcy Code For an Order Disallowing Certain Late Filed Claims (“**Claims Order**”) (ECF No. 11394). The Claims Order deems proofs of claim filed on or after February 8, 2012 disallowed unless: the claim amends a timely filed claim; the GUC Trust consents in writing to the filing of the claim; or the Court enters an order deeming the claim timely filed. Further, the Claims Order provides that a late-filed claim, even if deemed timely, will not be allowed except by order of the Court, order of the tribunal presiding over the ADR Proceeding (if applicable), or by settlement with the GUC Trust.

17. Pursuant to Section 5.1 of the Plan, the transfer registers for each of the classes of claims or equity interests maintained by MLC and its affiliated post-effective date debtors (collectively, the “**Debtors**”) were deemed closed as of the close of business on March 29, 2011.

18. Wells Fargo has communicated with counsel for the GUC Trust and been informed that the GUC Trust will not recognize a notice given pursuant to Bankruptcy Rule 3001(e) that Del Norte transferred the Del Norte Claim to Wells Fargo for security prior to commencement of MLC’s bankruptcy, absent entry of an order of this honorable Court.

Jurisdiction and Venue

19. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

20. Wells Fargo requests that the Court order that all distributions to be made on account of the Del Norte Claim be made to Wells Fargo, who shall hold Allen’s portion of such distributions, if any, subject to an order of the Bankruptcy Court presiding over Allen’s chapter 7 case pertaining to such funds.

21. Wells Fargo also requests, to implement the foregoing and ensure effective relief, that the claims register maintained by the GUC Trust Administrator or its agents shall be adjusted to reflect Wells Fargo as the holder of the Del Norte Claim for purposes of all distributions, subject to Wells Fargo’s agreement to deliver, within fifteen (15) days of entry of the Proposed Order, to the GUC Trust the name and tax identification number to be utilized for purposes of distributions on the Del Norte Claim.

Basis for Relief

22. Rule 3001(e)(3) of the Bankruptcy Rules provides as follows:

(3) *Transfer of Claim for Security Before Proof Filed.* If a claim other than one based on a publicly traded note, bond, or debenture has been transferred for security before proof of the claim has been filed, the transferor or transferee or both may file a proof of claim for the full amount. The proof shall be supported by a statement setting forth the terms of the transfer. If

either the transferor or the transferee files a proof of claim, the clerk shall immediately notify the other by mail of the right to join in the filed claim. If both transferor and transferee file proofs of the same claim, the proofs shall be consolidated. If the transferor or transferee does not file an agreement regarding its relative rights respecting voting of the claim, payment of dividends thereon, or participation in the administration of the estate, on motion by a party in interest and after notice and a hearing, the court shall enter such orders respecting these matters as may be appropriate.

23. The advisory committee note to Rule 3001(e)(3) states that the holder of a security interest in a claim is entitled to receive distributions on account of the claim. “An assignee for security has been recognized as a rightful claimant in bankruptcy. *Feder v. John Engelhorn & Sons*, 202 F.2d 411 (2d Cir. 1953).” Fed. R. Bankr. P. 3001 Advisory Committee's Note (1983) (Subdivision (e)). As such, Rule 3001(e)(3) allows a secured creditor to file a proof of claim for the transferred claim, and Rule 3001(e)(3) expressly provides that if the parties do not submit an agreement as to voting, dividends and participation in the administration of the estate, the Court shall upon a motion by a party in interest enter such orders respecting these matters as are appropriate. Fed. R. Bankr. P. 3001(e)(3). Wells Fargo submits such an order is appropriate here, to ensure that Wells Fargo is able to recover its collateral.¹ Section 105(a) of the Bankruptcy Code also gives the Court authority to issue any order “necessary or appropriate to carry out the provisions” of the Bankruptcy Code. 11 U.S.C. § 105(a).

24. Likewise, the Claims Order deems proofs of claim filed on or after February 8, 2012 disallowed unless a specified event has incurred, including entry of an order of this Court allowing the late filed claim. Thus, the Claims Order contemplates that claims otherwise not timely under the Plan may be allowed.

25. Wells Fargo's security interest in general intangibles clearly encumbers the Del Norte Claim. Whether the underlying claim is one for failure to deliver vehicles as set forth in the original State court complaint (Exhibit F) or for breach of a settlement agreement as stated in

¹ Rule 3001(e)(3) requires the Clerk of the Court to give notice to a transferee if the transferor files a proof of claim, so that the transferee may join. Fed. R. Bankr. P. 3001(e)(3). Wells Fargo received no such notification, presumably because the Del Norte Claim does not inform the Clerk that the claim was transferred for security to Wells Fargo.

the Del Norte Claim (Exhibit G), the claim is for breach of contract, and a breach of contract claim may be encumbered. “General intangible” means any personal property, **including things in action**, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money and oil, gas or other minerals before extraction. General intangible includes payment intangibles and software.” A.R.S. § 47-9102A(42) (emphasis added); *see also* Cal. Comm. Code § 9102(a)(42) (same).² This section is generally regarded as the “catch all” that includes all types of personal property not specifically included in another defined category of personal property. *In re Commercial Money Center, Inc.*, 350 B.R. 465, 476 (9th Cir. B.A.P. 2006). A thing in action includes a cause of action for breach of contract. None of the categories of property excluded from the definition would encompass a breach of contract claim. *See U.S. ex rel. Rahman v. Oncology Associates*, 269 B.R. 139, 156 (D. Md. 2001), *aff’d* 61 Fed.Appx. 860 (2003) (lawsuit is a general intangible).

26. Although Wells Fargo has obtained a judgment against Del Norte for the amounts due under the Credit Agreement and other agreements between Del Norte and Wells Fargo, Wells Fargo’s security interests granted under the Credit Agreement remain extant. Case law and commentators understand that UCC section 9-601 does not require a secured creditor to elect remedies when obtaining a judgment against the obligor. Rather, the secured creditor’s security interests remain in place after entry of a judgment. *See Kuhn v. Wagon (In re Kuhn)*, 408 B.R. 528, 532-535 (Bankr. D. Kan. 2009) and cases cited therein.³

Notice

27. Wells Fargo has provided notice of this Motion to: (a) the U.S. Trustee; (b) the Debtors; (c) counsel to the Debtors; (d) counsel to the GUC Trust; (d) counsel to Allen and Del

² Del Norte is a California corporation, with its operations in California (prior to its bankruptcy). The Credit Agreement provides it is governed by Arizona law. California and Arizona law are consistent on all UCC issues addressed herein.

³ California and Arizona have both adopted UCC section 9-601 with no changes relevant to this matter.

Norte who submitted the Del Norte Claim; (e) counsel to the Creditors' Committee; (f) the Office of the United States Attorney for the Southern District of New York; (g) the United States Department of the Treasury; (h) counsel to the United States Department of the Treasury; (i) the U.S. Attorney's Office; (j) Avoidance Action Trust Administrator; (k) counsel for Export Development Canada; (l) counsel for the Asbestos Claimants' Committee; (m) counsel for the Future Claimants' Representative; (n) counsel for the GUC Trust Administrator; (o) GUC Trust Monitor and Avoidance Action Trust Monitor; (p) counsel for the Environmental Response Trust; (q) counsel for the Asbestos Trust Administrator; and (r) all those persons and entities that have formally appeared and requested service in these cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, Wells Fargo respectfully submits that no further notice is necessary.

No Prior Request

28. No prior request for the relief sought herein has been made to this or any other court.

WHEREFORE, Wells Fargo respectfully requests entry of an order, substantially in the form attached hereto as Exhibit A, granting the relief sought herein and such other and further relief as the Court may deem just and proper.

New York, New York
Dated: May 16, 2012

Respectfully submitted,
/s/ Nickolas J. Karavolas
PILLSBURY WINTHROP SHAW PITTMAN LLP
1540 Broadway
New York, New York 10036
Telephone: (212) 858-1000
Facsimile: (212) 858-1500

Exhibit A

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

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

**ORDER GRANTING MOTION FOR AN ORDER DIRECTING
DISBURSEMENT OF CLAIM DISTRIBUTIONS TO SECURED PARTY**

Upon consideration of the motion (the “**Motion**”)¹ filed by Wells Fargo Bank, N.A. (“**Wells Fargo**”) for an order pursuant to Rule 3001(e) of the Bankruptcy Rules and Section 105(a) of the Bankruptcy Code directing that all distributions on Claim No. 04957 (“**Del Norte Claim**”) filed by Del Norte Chevrolet-Olds Co. (“**Del Norte**”) and James Larry Allen (“**Allen**”) be made to Wells Fargo on the terms specified in this Order; and the Court having reviewed the Motion; and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409, and (d) notice of the Motion was sufficient under the circumstances, and the Court having determined that the legal and factual bases set forth in the Motion establish grounds for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is

ORDERED that the relief requested in the Motion is granted; and it is further

ORDERED that notwithstanding any other provision in the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011, the claims register maintained by the GUC Trust

¹ Unless otherwise stated, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

Administrator or its agents shall be adjusted to reflect Wells Fargo as the holder of the Del Norte Claim for purposes of all distributions; and it is further

ORDERED that within fifteen (15) calendar days of entry of this order Wells Fargo shall deliver to the GUC Trust the name and tax identification number to be utilized for purposes of distributions on the Del Norte Claim; and it is further

ORDERED that all distributions to be made on account of the Del Norte Claim shall be made to Wells Fargo, who shall hold Allen's portion of such distributions subject to an order of the Bankruptcy Court presiding over Allen's chapter 7 case pertaining to such funds; and it is further

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

Dated: _____, 2012
New York, New York

United States Bankruptcy Judge

Exhibit B

CREDIT AND SECURITY AGREEMENT

This Credit and Security Agreement (which also includes all exhibits and attachments to it, the "Credit Agreement") is dated as of April 30, 2008 (the "Effective Date") is entered into by and between Wells Fargo Bank, National Association (the "Bank") and Del Norte Chevrolet-Olds, Co. (the "Borrower").

The following additional information pertains to the Borrower:

Address: 811 Highway 86
Brawley, CA 92227
Facsimile Telephone Number: (760) 344-1978
State of Organization: California
State of Principal Office: California

The Bank maintains its regional Dealer Finance Center at:

Address: 711 West Broadway
Tempe, AZ 85282
Facsimile Telephone Number: (602) 285-2756

The Borrower has requested the Bank to provide certain extensions of credit described below, and the Bank is willing to accommodate these requests, subject to all of the Transactional Terms, Standard Terms, and other provisions contained in this Credit Agreement and subject to all of the terms and provisions contained in the Related Documents.

In addition to the capitalized terms with stipulated definitions set forth above, capitalized terms with stipulated definitions are set forth in other parts of this Credit Agreement, including the Glossary attached as Exhibit A, and all such capitalized terms with stipulated definitions shall apply throughout this Credit Agreement.

Accordingly, for good and valuable consideration, the Bank and Borrower agree as follows:

TRANSACTIONAL TERMS

SECTION 1 The Credit Facilities

1.1 Description/Nature

Floor Plan Line of Credit ("Floor Plan Line")

(This Credit Facility is a renewal of the existing Floor Plan Line)

Credit Limit: \$10,650,000.00
Maturity Date: the earlier of demand by the Bank or May 31, 2009
Unit Fee (per vehicle): \$0.00

<u>Funding Purpose</u>	<u>Sublimit</u>	<u>Advance Formula</u>	<u>Curtailment/Vehicle Maturity Payments</u>
New Vehicles	\$8,200,000.00	100% of manufacturer's invoice	100% of original advance due 12 months after original advance date
Program Vehicles	\$700,000.00	100% of Borrower's acquisition cost	100% of original advance due 12 months after original advance date
Demo Vehicles	\$50,000.00	100% of manufacturer's invoice	2% of original advance due each month beginning 6 months after initial use as demonstrator; remainder due (in full) 12 months after advance date
New Trailers	\$300,000.00	100% of manufacturer's invoice	10% of original advance due 12 months after advance date; remainder due in full 24 months after original advance date
Used Vehicles	\$400,000.00	100% of value in NADA Wholesale Guide	10% of original advance due 3 months after advance date; remainder due (in full) 6 months after advance date
Rental Vehicles	\$1,000,000.00	100% of manufacturer's invoice	Minimum of 2.5% of the original advance due monthly

Term Loan ("Term Loan I")

This Credit Facility is an existing term loan.

Date of Term Loan: April 7, 2006
Original Principal Amount: \$478,999.96
Current Principal Amount Outstanding: \$295,383.00
Maturity Date: April 7, 2011

1.2 Grant of Security Interest (Collateral)

To secure the Credit Facilities described above and all other present and future Obligations of the Borrower to the Bank under this Credit Agreement and all present and future Obligations of Borrower to the Bank of other kinds, the Borrower grants to the Bank a lien and security interest in the following property, whether now existing or hereafter arising and whether now owned or hereafter acquired by the Borrower (**all such property referred to as the "Collateral"**):

- all accounts, deposit accounts, contract rights, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles, payment intangibles, software, letter of credit rights, health-care insurance receivables and other rights to payment of every kind now existing or at any time hereafter arising;
- all inventory, goods held for sale or lease or to be furnished under contracts for service, or goods so leased or furnished, raw materials, component parts, work in process and other materials used or consumed in Borrower's business, now or at any time hereafter owned or acquired by Borrower, wherever located, and all products thereof, whether in the possession of Borrower, any warehousemen, any bailee or any other person, or in process of delivery, and whether located at Borrower's places of business or elsewhere;
- all warehouse receipts, bills of sale, bills of lading and other documents of every kind (whether or not negotiable) in which Borrower now has or at any time hereafter acquires any interest, and all additions and accessions thereto, whether in the possession or custody of Borrower, any bailee or any other person for any purpose;

- all money and property heretofore, now or hereafter delivered to or deposited with Bank or otherwise coming into the possession, custody or control of Bank (or any agent or bailee of Bank) in any manner or for any purpose whatsoever during the existence of this Credit Agreement and whether held in a general or special account or deposit for safekeeping or otherwise;
- all right, title and interest of Borrower under licenses, guaranties, warranties, management agreements, marketing or sales agreements, escrow contracts, indemnity agreements, insurance policies, service or maintenance agreements, supporting obligations and other similar contracts of every kind in which Borrower now has or at any time hereafter shall have an interest;
- all investment property, securities and financial assets now or at any time hereafter owned or acquired by Borrower;
- all goods, tools, machinery, furnishings, furniture and other equipment and fixtures of every kind now existing or hereafter acquired, and all improvements, replacements, accessions and additions thereto and embedded software included therein, whether located on any property owned or leased by Borrower or elsewhere, including without limitation, any of the foregoing now or at any time hereafter located at or installed on the land or in the improvements at any of the real property owned or leased by Borrower, and all such goods after they have been severed and removed from any of said real property; all motor vehicles, trailers, mobile homes, manufactured homes, boats, other rolling stock and related equipment of every kind now existing or hereafter acquired and all additions and accessories thereto, whether located on any property owned or leased by Borrower or elsewhere; and
- all proceeds of the foregoing which includes whatever is receivable or received when any of the foregoing or the proceeds thereof are sold, leased, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing.

All terms used in this Section that are defined in Articles 1 and 9 of the Uniform Commercial Code of the governing law state shall have the meanings stated therein.

1.3 Guarantor/Guarantors

Each of the following individuals or organizations (each a "Guarantor") shall guarantee the Credit Facilities described above in accordance with the terms of the respective Guaranty: James Larry Allen.

STANDARD TERMS

SECTION 2 Certain Terms for Specific Credit Facilities

2.1 The Floor Plan Line.

A. Amount. The Bank agrees to advance loans to the Borrower from time to time under the Floor Plan Line (at the Bank's sole discretion for the purposes specified below) during the Availability Period until the Maturity Date in an aggregate sum not to exceed the Credit Limit for the Floor Plan Line at any one time outstanding. *This is a conditional Credit Facility. This means that a decision whether to make any particular loan advance or advances under the Floor Plan Line shall be at the sole discretion of the Bank and nothing contained in this Credit Agreement or the Related Documents shall be interpreted as a promise or commitment by Bank to make any advance or any future advance. The Bank is not obligated to make advances under the Floor Plan Line even if the Borrower is in compliance with the terms of this Credit Agreement and the Related Documents.*

B. Floor Plan Note. All loan advances made under the Floor Plan Line will be evidenced by a promissory note executed by the Borrower to the Bank (the "Floor Plan Note"). The Floor Plan Line will be subject to the payment, interest, and other terms set forth in the Floor Plan Note.

C. Purposes. All loan advances made by the Bank to the Borrower under the Floor Plan Line shall be used for purposes of financing the Borrower's motor vehicle inventory described above in the Funding Purpose (unless the loan advance is a "Special Reborrowing" as defined in and authorized by the Floor Plan Note).

D. Over-the-Credit Limit Amounts. From time to time the Bank may **at its sole option** make loan advances on a **temporary** basis that will result in the aggregate unpaid principal balance of a Floor Plan Line exceeding the Credit Limit for that Floor Plan Line ("Floor Plan Overline Advances"). Any Floor Plan Overline Advances shall be payable **on demand** and shall be collateralized, accrue interest and otherwise be subject to the other general terms of this Credit Agreement and the applicable Floor Plan Note as regular loan advances.

E. Initial Loan Advances Intended to Pay Off Another Creditor. If the Borrower will use certain initial loan advances (in a single lump sum or otherwise) to pay off the Borrower's credit obligations to an existing creditor that is providing similar "floor plan" (specific motor vehicle inventory) financing to the Borrower, then these initial loan advances shall represent the initial amount outstanding under the applicable Floor Plan Line, and each one of these initial loan advances shall be **deemed to be used** (and shall be allocated) to finance the purchase of a specific New Vehicle, Program Vehicle, Service Vehicle, Demo Vehicle, Rental Vehicle, or Used Vehicle. The Bank shall communicate to the Borrower the amount of each initial loan advance and the specific vehicle to which it is allocated. For purposes of the curtailment payments described above and the other payment obligations in the applicable Floor Plan Note, the Bank and Borrower shall treat each one of these initial loan advances as being used to finance the purchase of such allocated vehicle.

F. Requests for Regular Loan Advance(s). Each request for loan advance(s) under this Floor Plan Line shall be initiated upon receipt of: (a) a draft or an electronic debit, as described in the Section "Loan Advances for Payments by the Bank to Manufacturers" below; (b) a wire transfer agreement in form acceptable to the Bank, as described in the Section "Loan Advances for Payments by the Bank to Auto Auction" below; or (c) a schedule signed by an Authorized Representative of the Borrower (the "Floor Plan Vehicle Inventory List"), which contains a description and cost of the particular New Vehicle, Program Vehicle, Service Vehicle, Demo Vehicle, Rental Vehicle, or Used Vehicle inventory (not already financed by the Bank), together with such other information as the Bank may require. The Floor Plan Vehicle Inventory List shall be in form and content acceptable to the Bank. *In the event the Bank determines that the type of motor vehicle financed by a particular loan advance does not meet the Bank's standards for financing under this Floor Plan Line, the Bank may treat the loan advance as a loan under any other available Credit Facility or (at the Bank's option) demand immediate repayment of such loan advance from the Borrower.*

G. Loan Advances for Payments by the Bank to Manufacturers. The Borrower has made arrangements with the Bank and certain manufacturer(s) to enable such manufacturer(s) to obtain the Borrower's payments for motor vehicles shipped to the Borrower. Such payments may be made by drafts drawn on the Bank or by electronic debits to an account at the Bank. The Bank is hereby authorized to pay any and all such drafts purported to be drawn by such manufacturer(s) and any and all such electronic debits purported to be initiated by or on behalf of such manufacturer(s). The amount of each and every such draft or electronic debit honored by the Bank shall constitute a loan advance to the Borrower under this Floor Plan Line. The Bank shall have no responsibility or liability for the validity, sufficiency or genuineness of any such draft or electronic debit, and the Bank shall not be under any duty to require that any bills of lading, manufacturer's certificates of origin or documents of title be required as a condition of payment of any such draft or electronic debit. The Bank shall have no responsibility or liability to determine whether any of the vehicles or other goods have been shipped or received or for any breach of contract between such manufacturer(s) and Borrower or any other person or entity. **In addition, if this Floor Plan Line is terminated for any reason, the Bank may, at its sole discretion, make loan advances (for which the Borrower is liable) to honor and pay any drafts or electronic debits that the Bank is obligated to honor and pay to such manufacturer under the Bank's drafting or commitment letter issued to the manufacturer – and all such loan advances shall immediately be due and payable in full and shall be collateralized and otherwise subject to the same interest charges and other general terms of this Credit Agreement and the applicable Floor Plan Note.**

H. Loan Advances for Payments by the Bank to Auto Auction. If the Borrower has or will make arrangements with the Bank and an auto auction to enable such auto auction to obtain the Borrower's payments for motor vehicles by Bank's wire transfer of funds, Borrower agrees to execute a wire transfer agreement, in form acceptable to the Bank, prior to Bank having any obligation to make any wire transfer for the Borrower. All wire transfers made by the Bank shall be subject to the terms and conditions of such wire transfer agreement. The amount of each wire transfer payment shall constitute a loan advance to the Borrower under this Floor Plan Line; *however, in the event that the Bank determines that the type of vehicle financed by such a loan advance does not meet the Bank's standards for financing under this Floor Plan Line, the Bank may, at its sole option, treat such loan advance as some other type of loan to the Borrower or demand immediate repayment of such loan advance from the Borrower.* Vehicles purchased by the Borrower through Bank's wire transfer to an auto auction are subject to all terms and conditions of this Credit Agreement. *The Bank may terminate any wire transfer agreement at any time.*

I. Unit Fees. In addition to interest, the Borrower will pay to the Bank a Unit Fee (in the amount specified above) for each motor vehicle or other item of inventory financed by a loan advance under the Floor Plan Line. The Unit Fee is considered due and fully earned at the time the motor vehicle or item is financed.

2.2 The Term Loan

A. The Term Note. The Borrower's obligation to repay the Term Loan will be evidenced by a promissory note (the "Term Note") in form and content acceptable to the Bank. The Term Loan will be subject to the payment, interest and other terms set forth in the Term Note.

SECTION 3 Conditions Precedent

3.1 Conditions of Credit Agreement. The obligation of Bank to extend any credit contemplated by this Credit Agreement is subject to the fulfillment to Bank's satisfaction of all of the following conditions.

A. Approval of Bank Counsel. All legal matters incidental to the extension of credit by Bank shall be satisfactory to Bank's counsel.

B. Documentation. Bank shall have received, in form and substance satisfactory to Bank, the requisite documents required by the Bank in connection with this Credit Agreement

C. Financial Condition. There shall have been no material adverse change, as determined by Bank, in the financial condition or business of Borrower or any Guarantor hereunder, nor any material decline, as determined by Bank, in the market value of any collateral required hereunder or a substantial or material portion of the assets of Borrower or any such Guarantor.

3.2 Conditions of each extension of Credit. The obligation of Bank to make each extension of credit requested by Borrower hereunder shall be subject to the fulfillment to Bank's satisfaction of each of the following conditions:

A. Compliance. The representations and warranties contained herein and in each of the other Related Documents shall be true on and as of the date of the signing of this Credit Agreement and on the date of each extension of credit by Bank pursuant hereto, with the same effect as though such representations and warranties had been made on and as of each such date, and, on each such date, no Event of Default, as defined herein, and no condition, event or act which with the giving of notice or the passage of time or both would constitute such an Event of Default, shall have occurred and be continuing or shall exist.

B. Documentation. Bank shall have received all additional documents, which may be required in connection with such extension of credit.

C. Financial Condition. There shall have been no material adverse change, as determined by Bank, in the financial condition or business of Borrower or any Guarantor hereunder, nor any material decline, as determined by Bank, in the market value of the collateral or a substantial or material portion of the assets of Borrower or any Guarantor.

SECTION 4 Collateral

4.1 Bank's Power and Authority. The Borrower authorizes the Bank to do the following: (a) give notice of Bank's rights in the Collateral, enforce those rights, and make extension agreements with respect to them; (b) resort to Collateral in any order; (c) take cash, notes, and instruments for the payment of money, and other property to which the Bank is entitled; (d) verify facts concerning the Collateral by inquiry of the obligors, or others, in the Bank's own name or in a similar or fictitious name; (e) notify any account party, lessee, or other party who owes money to the Borrower pursuant to an account, chattel paper, or other Collateral that all payments or other amounts due thereunder shall be paid to the Bank; and (f) exercise all rights, powers, and remedies which Borrower would have (if this Credit Agreement were not in effect) relating to the Collateral subject to this Credit Agreement.

4.2 Attorney-in-Fact Concerning Collateral. The Borrower appoints the Bank its true attorney in fact to perform the following actions on behalf of the Borrower: (a) release persons liable on Collateral, give receipts and acquittances, and compromise disputes in connection with Collateral; (b) prepare, execute, file, record, or deliver credits, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for lien or owner registration, or like papers to perfect, preserve, or release the Bank's interests in the Collateral; (c) endorse, collect, deliver, and receive payment under instruments and agreements for the payment of money constituting or relating to Collateral; (d) prepare, adjust, execute, deliver, and receive payment under insurance claims; collect and receive payment of – and endorse any instrument in payment of – loss or returned premiums or any other insurance refund or return; and apply such amounts received by the Bank, at the Bank's sole option, toward repayment of any Credit Facility or replacement of the Collateral; (e) make any compromise or settlement the Bank deems desirable or proper regarding the Collateral; (f) cause any Collateral to be transferred to the Bank's name or the name of the Bank's nominee; and (g) do all things – and execute all documents in the name of the Borrower or otherwise – the Bank deems necessary, proper, or convenient in order to preserve, perfect, or enforce its rights in the Collateral. The Bank's officers and employees may exercise these powers from time to time, whether or not the Borrower is in default. The Borrower may not revoke these powers so long as this Credit Agreement is in effect or any indebtedness is outstanding under any Credit Facility. Borrower agrees that Bank is authorized to file financing statements in the name of Borrower to perfect Bank's security interest in the Collateral and proceeds.

4.3 Bank's Care and Delivery. The obligations of the Bank with respect to Collateral anytime in its possession will be strictly limited to taking reasonable care of and preserving the Collateral. The Bank will have no duty to take any steps necessary to preserve the rights of the Borrower against other secured parties or lien-holders. The Bank will not be obligated to take any action with respect to the Collateral requested by the Borrower unless the request is made in writing and the Bank determines, in its sole discretion, that the action would not jeopardize the value of the Collateral.

SECTION 5 Representations and Warranties

To induce the Bank to enter into this Credit Agreement, the Borrower represents and warrants to the Bank as follows, which representations and warranties shall survive the execution of this Credit Agreement and shall continue in full force and effect until the full and final payment, and satisfaction and discharge of all obligations of Borrower to Bank subject to this Credit Agreement:

5.1 Name/Organizational Status/Location. The Borrower's legal name is exactly as set forth on the first page of this Credit Agreement. The Borrower is a corporation duly organized, existing and in good standing under the laws of the State of California, and it is authorized to do business and is in good standing under the laws of the State of California. All of Borrower's organizational documents or agreements delivered to Bank are complete and accurate in every respect. Borrower's chief executive office (or principal residence, if applicable) is located at the address set forth on the first page of this Credit Agreement.

5.2 Authorization. The execution, delivery and performance of this Credit Agreement and the Related Documents executed by the Borrower are within its organizational powers, have been duly authorized, and are not in contravention of law, or the terms of Borrower's organizational documents or of any undertaking to which the Borrower is a party or by which it is bound.

5.3 Collateral Ownership. The Collateral exists and is genuine, and the Borrower owns the Collateral and has the exclusive right to pledge and grant a security interest in the Collateral.

5.4 No Adverse Interests in Collateral. The Borrower maintains the Collateral free from liens, adverse claims, setoffs, default, and other defenses of any kind or character, except as previously disclosed to the Bank in writing.

5.5 Litigation. No litigation or governmental proceeding is pending or, to the knowledge of the officers or managers of the Borrower, threatened against the Borrower which could have a material adverse effect on the Borrower's financial condition or business.

5.6 Financial Statements. All financial statements delivered to the Bank by or on behalf of Borrower, including any schedules and notes pertaining thereto, fairly and accurately present the financial condition of the Borrower based on the Accepted Accounting Basis (or generally accepted accounting principles consistently applied) at the dates thereof and the results of operations for the periods covered thereby, and there have been no material adverse changes in the financial condition or business of the Borrower from the date of the most recent financial statements delivered to the Bank by the Borrower to the date of this Credit Agreement.

SECTION 6 Financial Reporting Covenants

During the Availability Period of any Credit Facility and afterward until all indebtedness owed by the Borrower to the Bank is paid in full, the Borrower will furnish and deliver to the Bank the following financial reports, information, and other items within the time period and in the manner described:

6.1 Monthly Financial Statements. Within 30 days after the end of each month, the Financial Statements of the Borrower as of the end of such month, prepared by the Borrower.

6.2 Annual Financial Statements. Within 90 days after the end of each fiscal year, the Financial Statements of the Borrower as of the end of such year, prepared by the Borrower.

6.3 Personal Financial Statements for Individual Guarantor(s). Within 90 days after the end of each calendar year, the personal financial statement for each Guarantor who is an individual in a format or on a form approved by the Bank.

6.4 Federal Income Tax Returns. Within 30 days after filing with the Internal Revenue Service for each fiscal year, a complete copy of the Borrower's federal income tax return for such fiscal year, including all applicable schedules and attachments.

6.5 Federal Income Tax Returns for Guarantor(s). Within 30 days after filing with the Internal Revenue Service for each fiscal year, a complete copy of the federal income tax return of each Guarantor for such fiscal year, including all applicable schedules and attachments.

6.6 Other Information. Promptly upon the request of the Bank, such other information as the Bank may reasonably request or require.

6.7 Annual Proof of Insurance. Annually and (in any case) at least 10 days before the expiration date of any insurance coverage required under the Section "Insurance" below, a certificate of insurance (or similar proof acceptable to the Bank) that such insurance is in full force and effect with a mortgagee/lienholder endorsement in favor of the Bank.

SECTION 7 Financial and Other Covenants

During the Availability Period of any Credit Facility and afterward until all indebtedness owed by the Borrower to the Bank is paid in full, the Borrower will:

7.1 Collateral Audits and Inspections. Permit any of Bank's duly authorized employees or agents the right, at any reasonable time and from time to time, to conduct audits and examine the Collateral and to visit and inspect the properties of Borrower and to examine and take abstracts from its books and records.

7.2 Insurance. Maintain adequate insurance against fire, theft, collision, extended coverage, public liability, workers compensation and other events commonly insured against by motor vehicle dealerships within that state, covering the Borrower's property in such amounts and against such other risks as the Bank reasonably requires, with a mortgagee/lienholder endorsement in favor of the Bank on all such policies on insurance, and provide proof of such insurance to the Bank.

7.3 No Dispositions. Not enter into any transaction of merger or consolidation, or transfer, sell, assign, lease or otherwise dispose of (other than in the ordinary course of business) all or a substantial part of its properties or assets, including without limitation any of its notes or accounts receivable, or any shares of stock or equity interest, or any assets or properties necessary or desirable for the proper conduct of its business, or change the nature of its business, or wind up, liquidate or dissolve, or agree to do any of the foregoing.

7.4 No Guaranties. Not become or remain a guarantor or surety, or pledge its credit or become liable in any manner (except by endorsement for deposit in the ordinary course of business and guaranties in favor of the Bank) on undertakings of another without the prior written consent of the Bank.

7.5 Change of Ownership. Not permit any transfer or change, direct or indirect that would result in 15% or more of the shares, units, or equity interests transferring or changing from one person or entity to another within any 12-month period.

7.6 Books and Records. Maintain adequate books and records, refrain from making any material changes in its accounting procedures for tax or other purposes (including without limitation changing its current fiscal year-end), and permit the Bank to inspect the same upon reasonable notice.

7.7 Compliance with Laws. Comply with all statutes, rules, ordinances, and other laws applicable to its form of organization, business, and the ownership of its property, including (without limitation) all dealer licensing and insurance licensing applicable to its business and all consumer protection disclosures and other laws regarding the sale and lease of its inventory to consumers.

7.8 Preservation of Business Rights. Maintain (and preserve and pay fees and charges applicable to) all permits, licenses, rights, privileges, charters and franchises that it now owns or holds.

7.9 Preservation of Collateral. Take the following action with respect to the Collateral: (a) pay when due all license fees, registration fees, and other charges in connection with the Collateral; (b) use the Collateral only for lawful purposes – and never in a way that could be construed as unlawful or that would nullify any insurance coverage required under this Credit Agreement; (c) do all things necessary to maintain, preserve and protect the Collateral; (d) keep the Collateral free from tax liens of any kind and attachment or levies by any third party; (e) deal with the Collateral according to the standards and practices generally adhered to by motor vehicle dealerships located in that state; (f) provide any service and do all things necessary to keep the Collateral free and clear of all defenses, rights of offset, and counterclaims.

7.10 No Removal of Motor Vehicle Inventory Collateral. Not remove any of the Borrower's motor vehicle inventory from its dealership premises prior to the sale, lease, or rental of such vehicle, unless such removal is for a limited, brief period for a legitimate business purpose, is consistent with the practices of motor vehicle dealerships similarly situated within that state, affects an insignificant number of motor vehicles within the Borrower's motor vehicle inventory, and the Bank has not objected to the removal after disclosure of the removal by the Borrower to the Bank.

7.11 Bank's Lien on Title Certificates for Leased/Rented Vehicles. The Borrower shall take all necessary action to register -- and have a certificate of title issued for -- each motor vehicle that is leased, rented, or sold at retail. In addition, the Borrower shall take all necessary action to have the Bank's security interest endorsed and properly noted on the certificate of title for each motor vehicle subject to a lease or rental agreement financed by the Bank (and for each motor vehicle that otherwise will be financed by the Bank subject to a rental or lease arrangement with a lessee) at the time the Bank makes the loan advance for such vehicle.

7.12 In-Floor Plan Position. Maintain an In-Floor Plan Position at all times.

7.13 First Priority Position in Floor Plan Vehicles. Grant to the Bank a first priority security interest and lien position in each and every motor vehicle financed by the Bank under the Floor Plan Line.

7.14 Used Vehicle Position. Maintain at all times an aggregate unpaid principal balance with respect to all loan advances under the Floor Plan Line used to finance Used Vehicles of no more than 60% of its Used Vehicle inventory, valued under the Accepted Accounting Basis, provided that flooring of used vehicles shall be limited to current year models, plus four previous model years for which valuations may be found in standard wholesale guide books.

7.15 Minimum Tangible Net Worth. Maintain a minimum Tangible Net Worth of at least \$3,000,000.00 as of the end of each month. For purposes of calculating Tangible Net Worth for this covenant, the Borrower may include 60% of its LIFO inventory reserves and subordinated debt.

7.16 Debt to Tangible Net Worth Ratio. Maintain a ratio of Debt to Tangible Net Worth of no greater than 4.0 to 1.0 as of the end of each month. For purposes of calculating Tangible Net Worth for this covenant, the Borrower may include 60% of its LIFO inventory reserves and subordinated debt.

7.17 Current Ratio. Maintain a Current Ratio of at least 1.1 to 1.0 as of the end of each month. For purposes of calculating current assets for this covenant, the Borrower may include 100% of its LIFO inventory reserves attributable to current assets.

7.18 Debt Service Coverage Ratio. Maintain a Debt Service Coverage Ratio, determined in accordance with the Accepted Accounting Basis of no less than to 1.25 to 1.0 as of the end of each year. "Debt Service Coverage Ratio" for the purpose of this Credit Agreement shall mean the sum of net income plus taxes, depreciation, amortization and interest expense plus or minus LIFO, divided by annual debt service plus non-floor plan interest.

7.19 Notice. Not change its name, chief executive office or the jurisdiction where it is organized or registered without giving Bank prior written notice thereof.

SECTION 8 Default.

8.1 Automatic Default and Acceleration. The Credit Facilities shall automatically terminate and the Notes shall immediately be due and payable in full without any notice or demand in the event that a custodian, trustee or receiver is appointed for any property of the Borrower, or the Borrower is dissolved or liquidated or any action is taken to seek such dissolution or liquidation, or in the event that a petition is filed by the Borrower under the U. S. Bankruptcy Code (or is filed against the Borrower under the U.S. Bankruptcy Code and remains undismissed for 30 days).

8.2 Declaration of Default and Acceleration. If any of the Credit Facilities is a conditional line of credit, the Bank is not obligated to make advances under such Credit Facility even if the Borrower is in compliance with the terms of this Credit Agreement and the Note evidencing such Credit Facility shall be payable by Borrower on DEMAND by the Bank. In addition, the Bank also may, at its option, terminate the Credit Facilities and declare the Notes to be immediately due and payable in full upon any of the following events of default:

A. The occurrence of an event of default under any Note, whether such event of default is for non-payment or otherwise;

B. The failure by the Borrower to comply with any term, condition, covenant, or any other provision contained in this Credit Agreement;

C. The failure by the Borrower to comply with any term, condition, covenant, or any other provision contained in any other agreement between the Borrower and the Bank or between the Borrower and any other subsidiary or affiliate of Wells Fargo & Company;

D. The failure by the Borrower to comply with any term, condition, or covenant contained in any agreement between it and any other creditor, the effect of which may permit such creditor to declare the indebtedness owed to it by the Borrower to be due prior to the date(s) fixed for payment;

E. The failure by any Guarantor or any subsidiary or affiliate of the Borrower to comply with any term, condition, or covenant in any agreement that he, she, or it has with the Bank; or an event of default occurs under any such agreement with the Bank;

F. Any representation or warranty made by the Borrower to the Bank (whether contained in this Credit Agreement or otherwise) is untrue or misleading in any material respect; or any financial statement submitted by the Borrower or any Guarantor to the Bank contains any information, which (at the time it is made) is untrue or misleading in any material respect;

G. Adverse conditions develop at any time that affect the Borrower's or any Guarantor's affairs, financial or otherwise, and the Bank in good faith determines that such adverse conditions impair the due and punctual payment of any Note or any future advances under any Credit Facility or any Guaranty; or

H. The death or incapacity of any individual Borrower or Guarantor.

If any Note is payable on demand, nothing herein contained shall preclude or limit the Bank from demanding payment of such Note at any time and for any reason without notice.

8.3 Cure Period for Certain Events of Default. Upon any event of default other than those set forth in the subsection A or F of the Section "Declaration of Default and Acceleration" above, the Bank may immediately or at any time thereafter provide a written notice to the Borrower that describes the event or events of default and indicates that if such event is (or events are) not cured within ten (10) days, the Bank may exercise and/or pursue its rights and remedies. If such event is (or events are) not cured within the ten (10) day cure period contained in any such notice, the Bank may then or at any time thereafter exercise and/or pursue any one or more rights and remedies as described in the Section "Rights and Remedies" below. Any cure of an event or events of default shall not prejudice the Bank's rights at any future time(s) to send another notice of default and, upon failure to cure that default within the time period, exercise and/or pursue such rights and remedies. (No notice of default needs to be sent and no cure period will apply for any event of default described in subsections A or F in the Section "Declaration of Default and Acceleration" above.)

8.4 Rights and Remedies. Subject to any applicable notice and cure period (as described above), upon any event of default the Bank may do any one or more (or all) of the following without presentment, demand or any notices of any kind, including without limitation notice of nonperformance, notice of protest, protest, notice of dishonor, notice of intention to accelerate or notice of acceleration, all of which are expressly waived by Borrower: (a) accelerate and declare any of the Borrower's Obligations immediately due and payable in full; (b) direct the Borrower not to dispose of the Collateral except on terms approved by the Bank; (c) direct the Borrower to assemble and deliver all Collateral and related books and records to Bank at a reasonably convenient place designed by the Bank; (d) to the extent allowable by the law, enter on to the Borrower's premises and take possession of the Collateral and documents, records, and files pertaining to the Collateral; (e) sell, lease, license or otherwise liquidate the Collateral and apply proceeds toward repayment of the Borrower's Obligations in such order of application as the Bank may elect or, at the Bank's sole option, place proceeds in a cash collateral account; (f) exercise or pursue rights provided in this Credit Agreement or in any other agreement with the Borrower or in any Guaranty; and (g) exercise or pursue any rights or remedies provided by law or in equity. Bank shall be under no obligation to extend any further credit under any of the Related Documents upon the occurrence of an event of default under any of the Related Documents or the occurrence of any condition, event or act which with the giving of notice or the passage of time or both would constitute such an event of default.

To the extent allowable by the law, it is agreed that public or private sales or other dispositions (for cash or on credit, to a wholesaler, retailer, investor, or user of collateral of the types subject to this Credit Agreement) or public auction are all commercially reasonable. Borrower further agrees that Bank shall have no obligation to process or prepare any Collateral for sale or other disposition. In disposing of Collateral, Bank may disclaim all warranties of title, possession, quiet enjoyment and the like.

SECTION 9 Miscellaneous

9.1 Supplemental Provisions. The provisions of this Credit Agreement shall be in addition to and supplement those provisions in the other Related Documents. Nothing contained in this Credit Agreement shall prevent the Bank from enforcing any Note, Guaranty, pledge or security agreement in accordance with its respective terms; however, the provisions contained in this Credit Agreement shall supersede any inconsistent provisions contained in any other agreement between the Borrower and the Bank.

9.2 Additional Documents. From time to time, the Borrower will execute and deliver to the Bank such additional documents and will provide such additional information as the Bank may reasonably require to carry out the terms of this Credit Agreement and be informed of the Borrower's status and affairs.

9.3 Costs and Expenses/Attorneys' Fees. The Borrower will pay all costs and expenses, including reasonable attorneys' fees and related costs or expenses, incurred by the Bank in connection with the amendment, modification or enforcement of this Credit Agreement or the collection or attempted collection of any Note.

9.4 Notices/Consents. Any notices or consents required or permitted by this Credit Agreement shall be in writing and shall be deemed delivered if delivered in person or if sent by first class mail, postage prepaid, or by telegraph or by facsimile transmission with confirmation of receipt to the Bank or Borrower (as applicable) to its address or facsimile telephone number set forth in page 1 of this Credit Agreement, unless such address or facsimile telephone number is changed by written notice consistent with this Section.

9.5 Governing Law. All interest, fees, and other charges for or in connection with any Credit Facility that are considered "interest" within the meaning of Section 85 of the National Bank Act (12 U.S.C. 85; 12 C.F.R. 7.4001(a)) and other applicable federal law will be governed by and interpreted under Arizona law. In all other respects, this Credit Agreement and the Related Documents – as well as the rights, remedies, and duties of the Bank and Borrower – will be governed and interpreted under Arizona law.

9.6 Assignment. This Credit Agreement and the Related Documents shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Credit Agreement; provided, however, that the Borrower has no right to assign or transfer any of its rights, interests, or obligations under this Credit Agreement or the Related Documents without the prior written consent of the Bank.

9.7 Severability. If any provision of this Credit Agreement or Related Documents shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Credit Agreement or Related Documents that can be given effect without the invalid provision, and, to this end, the provisions of this Credit Agreement and Related Documents are severable.

9.8 Collateral Indemnification. THE BORROWER AGREES TO INDEMNIFY THE BANK AGAINST ALL LOSSES, CLAIMS, DEMANDS, AND LIABILITIES OF EVERY KIND CAUSED BY OR RELATING TO THE COLLATERAL, UNLESS ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.

9.9 Transfer of Funds. The Borrower authorizes the Bank to withdraw and/or transfer any funds that the Borrower has on deposit with any financial institution that is an affiliate of the Bank (whether such deposit is in the nature of a checking account, savings account, certificate of deposit, or otherwise) to make any payment or payments on the Borrower's Obligations.

9.10 Consent to Release any Guarantor. The Borrower consents to the release of any Guarantor by the Bank.

9.11 Entire Agreement; Amendment. This Credit Agreement and the Related Documents constitute the entire agreement between Borrower and Bank with respect to each Credit Facility subject hereto and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. This Credit Agreement may be amended or modified only in writing signed by each party hereto.

SECTION 10 Arbitration

10.1 Agreement to Arbitrate. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract, or otherwise arising out of or relating to in any way (a) (a) the loans and related Loan Documents, which are the subject of this Credit Agreement, and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (b) requests for additional credit.

10.2 Governing Rules. Any arbitration proceeding will (i) proceed in a location in AZ selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

10.3 No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

10.4 Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Arizona [or a neutral retired judge of the state or federal judiciary of Arizona, in either case] with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Arizona and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Arizona Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

10.5 Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date and within 180 days of the filing of the dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final

determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

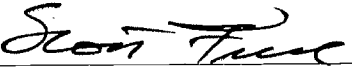
10.6 Class Proceedings and Consolidations. The resolution of any dispute arising pursuant to the terms of this Agreement shall be determined by a separate arbitration proceeding and such dispute shall not be consolidated with other disputes or included in any class proceeding.

10.7 Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

10.8 Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Loan Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between the parties.

This Credit Agreement is executed by the undersigned Bank and Borrower to be effective as of the date first shown above.

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
Scott Fuller, Assistant Vice President

DEL NORTE CHEVROLET-OLDS, CO.

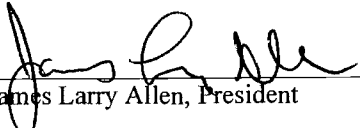
By: 
James Larry Allen, President

Exhibit A to Credit Agreement

Glossary	(Standard Definitions for Capitalized Terms)
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This Glossary is attached to and made a part of the Credit Agreement between the Bank and the Borrower. The capitalized terms with stipulated definitions set forth in this Glossary shall apply throughout the Credit Agreement and Related Documents (as defined below). In addition, capitalized terms with stipulated definitions are set forth in other parts of the Credit Agreement and Related Documents (as defined below) and also shall apply throughout those documents.

<u>Term</u>	<u>Definition</u>
Accepted Accounting Basis	For any Borrower or organization that is a motor vehicle dealership with a current franchise or similar brand/retail type agreement in effect with a motor vehicle manufacturer, the manner and method of accounting prescribed for such motor vehicle dealership by that manufacturer, using consistent procedures and the same elections and treatment of specific items as those used during the preceding fiscal year -- unless such manufacturer prescribes a change in a particular election or treatment from the preceding fiscal year, in which case such change shall apply. (If the Borrower or organization has such agreements in effect with more than one manufacturer, it may choose the accounting manner/method prescribed by any one of those manufacturers.) <i>In all other cases, this term means the manner and method of accounting prescribed by generally accepted accounting principles consistently applied.</i>
Advance Formula	The maximum amount that the Bank will lend as a loan advance to finance the purchase or carrying of a particular motor vehicle as inventory.
Agreement	The Credit Agreement between the Bank and the Borrower (to which this Glossary is a supplement and into which it is incorporated) and any Related Documents.
Asset Values for Primary Vehicle Inventory	The following assets of the Borrower, determined in accordance with the Accepted Accounting Basis: <ul style="list-style-type: none"> ● Contracts in transit (meaning consummated retail credit sales contracts with a commitment to be purchased); ● New Vehicle inventory; ● Program Vehicle inventory; ● Demo Vehicle inventory; ● Service-Loaner Vehicle inventory; ● Cash proceeds from the sale of vehicles in which the Bank has a first priority security interest; ● Accounts receivable from manufacturers that arise from New Vehicle sales (other than manufacturers' holdbacks already included above); and ● Accounts receivable from authorized dealers, auctions, and businesses that arise from New Vehicle, Program Vehicle, Demo Vehicle, or Service-Loaner Vehicle sales, except those accounts receivable which are (i) greater than 90 days past the invoice date in the case of a sale to a government agency or fleet sale to a business, and greater than 30 days past the invoice date in other cases; (ii) due from an account debtor who is subject to any bankruptcy proceeding, (iii) owed by a shareholder or affiliate of the Borrower, (iv) otherwise deemed unacceptable by the Bank in its reasonable discretion.
Authorized Representative	Any officer, partner, member, trustee or representative authorized and empowered to take action on behalf of the Borrower.
Availability Period	The period during which the Borrower may request loan advances from the Bank under a

particular line of credit as specified in the Credit Agreement.

Borrowing Base Certificate	A certificate or report that contains financial and other information pertaining to the Borrowing Base described in the Credit Agreement (in a format prescribed by the Bank and provided to the Borrower) which is completed and signed by the Borrower and on which the Bank relies in making loan advances and verifying various covenants.
Compliance Certificate	A certificate or report that contains financial and other information pertaining to various covenants and representations of the Borrower described in the Credit Agreement (in a format prescribed by the Bank and provided to the Borrower) which is completed and signed by the Borrower and on which the Bank relies in making loan advances.
Credit Facility/ Facilities	Each floor plan line, revolving line, lease line, term loan, and any other existing or new extension of credit by the Bank to the Borrower identified in the Credit Agreement.
Credit Limit	The maximum dollar amount specified in the Credit Agreement for all unpaid loan advances that can be outstanding under a particular line of credit, not necessarily the amount available for a particular loan advance if an Advance Formula applies to the line of credit.
Current Ratio	The ratio of the aggregate amount of the Borrower's current assets (net of any contra accounts) to the aggregate amount of the Borrower's current liabilities (minus any of the Borrower's debt that has been subordinated to the Borrower's indebtedness to the Bank in a form and manner satisfactory to the Bank), all determined in accordance with the Accepted Accounting Basis.
Debt	The aggregate amount of the Borrower's liabilities minus any of the Borrower's debt that has been subordinated to the Borrower's indebtedness to the Bank in a form and manner satisfactory to the Lender, all as determined in accordance with the Accepted Accounting Basis.
Demo Vehicle	Any motor vehicle being purchased (or already owned) by the Borrower which, at the time of financing by the Bank: <ul style="list-style-type: none"> ● has less than 5,000 actual miles; and ● is used or intended to be used as a demonstrator vehicle for retail customers of the Borrower; and ● has not previously been sold, leased, or transferred at retail; and ● is a current model year or future model year. Any New Vehicle also will be treated as a Demo Vehicle at the time it reaches 5,000 actual miles – whether or not it falls within the foregoing definition. B* See Important Footnote.
Financial Statements	The financial statements of the Borrower or other identified business organization, including the balance sheet (as of the date described) and the income statement (from the beginning of the applicable fiscal year to the end of the period described). All financial statements shall be prepared in accordance with the Accepted Accounting Basis, except that any financial statements prepared by a certified public accountant shall be prepared in accordance with generally accepted accounting principles consistently applied.
Guaranty/Guaranties	Each guaranty, in form and content prescribed by the Bank, executed by a Guarantor.
In Floor Plan Position	When the Asset Values for Primary Vehicle Inventory equal or exceed all unpaid loan advances outstanding under the Floor Plan Line.

Lease Line Termination Date	The date on and after which the Bank will not consider making any loan advances under the Lease Line.
Maturity Date	The date on which all unpaid principal balances outstanding under a particular Credit Facility are due and payable in full. Also, the date on and after which the Bank will not consider making any loan advances under any line of credit.
Net Worth	The aggregate amount of the assets (net of any contra accounts) of the Borrower, minus the aggregate amount of the liabilities of the Borrower (net of the Borrower's debt that has been subordinated to the Borrower's indebtedness to the Bank in a form and manner satisfactory to the Bank), all determined in accordance with the Accepted Accounting Basis.
New Vehicle	Any motor vehicle being purchased (or already owned) by the Borrower which, at the time of financing by the Bank: <ul style="list-style-type: none">● has less than 5,000 actual miles; and● has not previously been sold, leased, or transferred at retail; and● is not a Program Vehicle and is not used and will not be used as a Demo Vehicle, Service-Loaner Vehicle or Rental Vehicle; and● is a current model year or future model year (or if financed during the first five months of any calendar year, additionally may be a model year one year prior to the current model year). Any New Vehicle will be treated as a Demo Vehicle at the time it reaches 5,000 actual miles. * See Important Footnote.
Note/Notes	Each and every promissory note executed by the Borrower payable to the Bank, whether such note or notes evidence indebtedness under a Credit Facility or other Obligations.
Obligations	Any and all advances liabilities, obligations, debts and indebtedness of Borrower or any of them, to the Bank, whether now existing or hereinafter incurred or created all as determined in the most comprehensive sense and whether any such obligations are voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; and whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety or whether recovery upon any such Obligation may be or hereafter becomes unenforceable. Without limiting the generality of the foregoing, "Obligations" includes the Borrower's Guaranty dated April 29, 2005, and all replacements or substitutions thereof in favor of Bank for all indebtedness.
Program Vehicle	Any motor vehicle being purchased (or already owned) by the Borrower which, at the time of financing by the Bank: <ul style="list-style-type: none">● has less than 40,000 actual miles; and● is (or initially was) acquired by the Borrower from a dealer auction, dealer exchange, or another source satisfactory to the Bank; and● is not considered a New Vehicle and is not used and will not be used as a Demo Vehicle, Service-Loaner Vehicle or Rental Vehicle; and● is a model year no older than two years prior to the current model year. * See Important Footnote.
Qualifying Lease/Leases	Each legally enforceable motor vehicle lease by and between the Borrower as lessor and a lessee: (i) with terms and a residual value of the leased vehicle acceptable to the Bank; (ii) for which the underlying leased vehicle has been delivered to (and has been accepted by) such lessee; (iii) in full compliance with all laws and regulations applicable thereto; (iv) not subject to offset or dispute; (v) not in default at the time of financing; and (vi) not

previously financed by the Bank or a third party.

Related Documents	All promissory notes, instruments, agreements and documents (other than the Credit Agreement and any Guaranty) which the Borrower has signed or delivered (or will sign or deliver) in connection with the Credit Agreement.
Rental Vehicle	Any motor vehicle being purchased (or already owned) by the Borrower which, at the time of financing by the Bank: <ul style="list-style-type: none">● has less than 40,000 actual miles; and● is used or intended to be used as a short-term rental vehicle for retail customers of the Borrower; and● has not previously been sold, leased, or transferred at retail; and● is a current model year or future model year. * See Important Footnote.
Sublimit	A credit limit (established below the aggregate Credit Limit for a particular line of credit), which represents the maximum dollar amount for all unpaid loan advances that can be used and outstanding for a specified funding purpose.
Tangible Net Worth	Net Worth plus subordinated debt minus the following items determined in accordance with the Accepted Accounting Basis: (i) goodwill, patents, copyrights, mailing lists, trade names, trademarks, servicing rights, organizational and franchise costs, bond underwriting costs, and other like assets properly classified as intangible; (ii) leasehold improvements; (iii) receivables, loans and other amounts due from any person (or any immediate family member of such person), corporation, limited liability company, partnership, trust, or estate that controls or is affiliated with the Borrower – either directly or indirectly, plus 60% of LIFO inventory reserves.
Used Vehicle	Any motor vehicle being purchased (or already owned) by the Borrower <u>other than</u> a Demo Vehicle, New Vehicle, Program Vehicle, Rental Vehicle, or Service-Loaner Vehicle financed by the Bank under the Floor Plan Line. * See Important Footnote.

* **Important Footnote.** *In addition, the Bank may reclassify any vehicle from a New Vehicle, Program Vehicle, Demo Vehicle, Loaner-Service Vehicle, Rental Vehicle, or Used Vehicle to another type of vehicle within these classifications or otherwise if the Bank is informed or learns that the purpose for which the vehicle is held as inventory has changed. All curtailment payments and other terms shall then apply to that vehicle (and the loan advances used to finance it) as reclassified.*

Exhibit C

Wells Fargo**Floor Plan Note**

Borrower's Name

Del Norte Chevrolet-Olds, Co.

Date

April 30, 2008

Face Amount:

\$10,650,000.00

For value received, the Borrower (named above) promises to pay to the order of Wells Fargo Bank, National Association (the "Bank") at 711 West Broadway, Tempe, AZ 85282, or at any other place designated at any time by the holder of this Floor Plan Note (the "Note"), in lawful money of the United States of America, according to the payment provisions below, the principal sum of Ten Million Six Hundred Fifty Thousand and 00/100 DOLLARS (\$10,650,000.00), or so much thereof as may be advanced and be outstanding, together with interest on such unpaid principal (from the date of this Note until it is fully paid) at the rate of interest set forth in the "INTEREST" section below. The Borrower promises to pay such amounts in accordance with the "PAYMENTS" section below.

This Note is subject to a Credit Agreement and Security Agreement dated April 30, 2008, executed by and between the Borrower and the Bank, together with any amendments or modifications thereto and any successor credit agreement and/or security agreement between the Borrower and the Bank (collectively, the "Credit Agreement").

INTEREST.

Interest on all loan advances (unpaid principal balances) used to finance a New Vehicle or Trailer (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

Interest on all loan advances (unpaid principal balances) used to finance a Program Vehicle (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

Interest on all loan advances (unpaid principal balances) used to finance a Demo Vehicle (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

Interest on all loan advances (unpaid principal balances) used to finance a Rental Vehicle (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

Interest on all loan advances (unpaid principal balances) used to finance a Used Vehicle (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

The "Prime Rate" is a base rate that Bank from time to time establishes and which serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto.

Default Rate. From and after the maturity date of this Note, or earlier date as all principal owing hereunder becomes due and payable by acceleration or otherwise, the outstanding principal balance of this Note shall bear interest until paid in full at an increased rate per annum (computed on the basis of actual days elapsed in a 360-day year) equal to 3% above the rate of interest from time to time applicable to this Note.

PAYMENTS.

Interest Payments. Accrued interest for each month shall be due and payable on or before the 5th day of the next month. The first payment of interest shall be due and payable on May 5, 2008, with payments of interest due and payable each succeeding month thereafter. In addition, at the time that all outstanding loan advances are due and payable in full as described in Subsection C of the Principal Payment provisions below, all interest also shall be due and payable in full.

Regular Principal Payments. Principal outstanding under this Note shall be due and payable as follows:

A. **Sale, Lease, or Transfer of Vehicles.** The Borrower shall pay 100% of each advance, evidenced by this Note used to finance the purchase or carrying of a vehicle as inventory, on the earlier of (i) thirty (30) days from the date of the sale of such vehicle or (ii) within three (3) business days after the Borrower receives any payment (other than a reasonable and customary down payment) or proceeds from the sale, lease or other transfer of such vehicle.

B. **Curtailment Payments.** The Borrower shall pay the curtailment payments at the time and in the manner set forth in Section 1 of the Credit Agreement.

C. **Maturity Date Payment in Full.** The Borrower shall pay all outstanding loan advances (i.e. the entire outstanding principal balance) on the earlier of demand by the Bank or May 31, 2009 (the "Maturity Date").

The Borrower may borrow, prepay and reborrow under this Note until the Maturity Date within the limits of this Note and subject to the terms and conditions in the Credit Agreement and any other agreement between the Borrower and the Bank. Any required or optional principal payment on this Note shall be allocated toward a specific loan advance (and the corresponding motor vehicle or vehicles financed by it).

DEFAULT/ACCELERATION.

Declaration of Default and Acceleration. The Borrower will be in default under this Note if: (i) the Borrower fails to pay (when due) any loan advance due under Subsection A of the Regular Principal Payments section above within the prescribed time period and such failure to pay is not immediately corrected after the Bank gives the Borrower written notice of such failure to pay, or (ii) the Borrower fails to pay (when due) any loan advance due under Subsection B of the Regular Principal Payments section above, or (iii) the Borrower fails to pay (when due) the entire principal balance due under Subsection C of the Regular Principal Payments section above; or (iv) the Borrower conveys, delivers, or otherwise transfers any vehicle financed by a loan advance under this Note to any person or entity without a binding written contract that contains reasonable and customary payment terms; or (v) any event of default occurs under the Credit Agreement. Subject to any applicable notice and cure period set forth in the Credit Agreement for certain events of default, upon any such event of default or at any time thereafter (unless such default is cured), the Bank may, at its option, declare all unpaid principal, accrued interest, fees and all other amounts payable under this Note to be immediately due and payable, without notice or demand to the Borrower. If this Note is payable on demand, nothing contained herein shall preclude or limit the Bank from demanding payment of this Note at any time and for any reason with notice of such demand.

Automatic Default and Acceleration: The Borrower also will be in default under this Note if, with or without Borrower's consent, a custodian, trustee or receiver is appointed for any property of Borrower, or if the Borrower is dissolved or liquidated, or if a petition is filed by the Borrower under the U.S. Bankruptcy Code (or is filed against the Borrower under the U.S. Bankruptcy Code and remains undismissed for 30 days). Upon such event of default or at any time thereafter (unless such default is cured), all unpaid principal, accrued interest and other amounts payable under this Note will automatically become due and payable without notice or demand and, the line of credit evidenced by this Note will automatically terminate.

Remedies on Default: If the indebtedness evidenced hereby is not paid at maturity, whether by acceleration or otherwise, or upon any other event of default, Bank shall have all of the rights and remedies provided by the Credit Agreement or otherwise as provided by law or in equity.

OTHER PROVISIONS.

Waiver: Each endorser hereof or any other party liable for the indebtedness evidenced hereby severally waives demand, presentment, notice of dishonor, notice of protest, protest, notice of intention to accelerate or notice of acceleration of this Note, and consents to any extension or postponement of time of its payment without limit as to the number or period thereof, to any substitution, exchange or release of all or any part of any collateral securing this Note, to the addition of any party hereto, and to the release or discharge of, or suspension of any rights and remedies against, any person who may be liable hereon for the payment of the indebtedness evidenced hereby.

Amendment or Modification of Terms: Any amendment or modification of this Note must be in writing and signed by the party against whom enforcement of such amendment or modification is sought.

Miscellaneous: Borrower agrees to pay all costs in connection with the borrowing represented by this Note or security given, including any taxes, stamp, insurance or otherwise, payable by reason of the execution and delivery of this Note, the Credit Agreement, and any Related Documents. In the event the Bank is required to collect this Note upon default, the Borrower will pay to the Bank such further amounts as shall be sufficient to cover the costs and expenses incurred in collecting this Note and liquidating any security or guaranties given in support hereof, including reasonable attorneys' fees and expenses required to take such actions in any arbitration forum or court, including any bankruptcy court.

DEL NORTE CHEVROLET-OLDS, CO.

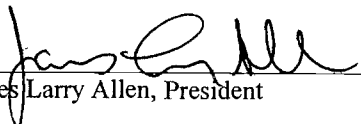
By: 
James Larry Allen, President

Exhibit D

This s

9825360403



FILED
SACRAMENTO, CA
SEP 04, 1998 AT 0800

BILL JONES
SECRETARY OF STATE

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

NAME & TEL. # OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)	
C. RETURN COPY TO: (Name and Mailing Address)			
<p>NDR, INC. CA 2601 N. 3rd Street, Suite 202 Phoenix, AZ 85004 24842</p>			
D. OPTIONAL DESIGNATION (if applicable):			
<input type="checkbox"/> LESSOR/LESSEE	<input type="checkbox"/> CONSIGNOR/CONSIGNEE	<input type="checkbox"/> NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME			
Del Norte Chevrolet-Olds Co.			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
811 Highway 86		Brawley	CA USA 92227
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME			
Wells Fargo Bank, a National Association			
OR	3b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
P.O. Box 29720 MAC 4016-016		Phoenix	AZ USA

4. This FINANCING STATEMENT covers the following types or items of property:

See attached Schedule A

FILED

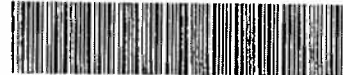
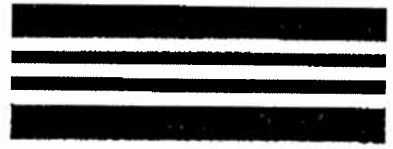
5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the (if applicable) debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)		7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable	
8. REQUIRED SIGNATURE(S) Del Norte Chevrolet-Olds Co. By: <i>[Signature]</i> President		B. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	
By: <i>[Signature]</i> Vice President		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) [ADDITIONAL FEE] (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

SCHEDULE A

All general intangible, accounts, chattel paper, inventory and equipment. In addition, the word "collateral" includes all the following whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (a) all attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above.
- (b) All products and produce of any of the property described in this Collateral section.
- (c) All accounts, contract rights, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section.
- (d) All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described in this Collateral section.
- (e) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

03108C0528



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

National Document Filing & Retrieval Inc.
2601 N. 3rd St. Ste. 202
Phoenix, AZ 85004



FILED
SACRAMENTO, CA
APR 18, 2003 AT 1700
KEVIN SHELLEY
SECRETARY OF STATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
9825360403

1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: 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 (full 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 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 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
Del Norte Chevrolet-Olds Co.

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
811 Highway 86

CITY Brawley STATE CA POSTAL CODE 92227 COUNTRY US

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION Corporation 7f. JURISDICTION OF ORGANIZATION California 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

APR 18 2003 17:00
SACRAMENTO, CA
FILED

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Wells Fargo Bank, a National Association

OR

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

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/28/98)

APR 10 2003 14:27

03126C0115



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

National Document Filing & Retrieval
2601 North 3rd Street Suite 202
Phoenix, AZ 85004

FILED
SACRAMENTO, CA
MAY 05, 2003 AT 1700
KEVIN SHELLEY
SECRETARY OF STATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
9825360403

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

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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 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
Del Norte Chevrolet -Olds Co.

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
811 Highway 86 Brawley CA 92227 US

7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION Corporation 7f. JURISDICTION OF ORGANIZATION California 7g. ORGANIZATIONAL ID #, if any C0520679 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated 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 Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Wells Fargo Bank, a National Association

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

APR 30 2003 15:10

EXHIBIT 1 PAGE 42 PAGE .02

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 HOUSTON, TX 77019
 USA

DOCUMENT NUMBER: 17076510002
 FILING NUMBER: 08-71589549
 FILING DATE: 05/23/2008 09:21
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 98-25360403

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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

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 (full 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 or Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c

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. SEE INSTRUCTIONS ADD'L DEBTOR INFO 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID#, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated 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 Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this amendment.

a. ORGANIZATION'S NAME
 Wells Fargo Bank, A National Association
 OR
 b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
 CA-0-30673095-11111

FILING OFFICE COPY

Exhibit E

CSD 3000A [11/15/04]
Name, Address, Telephone No. & I.D. No.

PILLSBURY WINTHROP SHAW PITTMAN LLP
MATTHEW S. WALKER Cal. Bar No. 101470
CRAIG A. BARBAROSH Cal. Bar No. 160224
12255 El Camino Real, Suite 300
San Diego, CA 92130-4088
Telephone: (619) 234-5000



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, California 92101-6991

In Re
JAMES LARRY ALLEN

Debtor.

BANKRUPTCY NO. 09-05214-JM7

WELLS FARGO BANK, N.A.

Plaintiff(s)

ADVERSARY NO. 09-90241-JM7

v.
JAMES LARRY ALLEN

Defendants(s)

Date of Hearing: February 18, 2010
Time of Hearing: 11:00 a.m.
Name of Judge: Hon. James W. Meyers

JUDGMENT

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through 2 with exhibits, if any, for a total of 2 pages, is granted. Motion/Application Docket Entry No. 10

//
//
//
//

DATED:

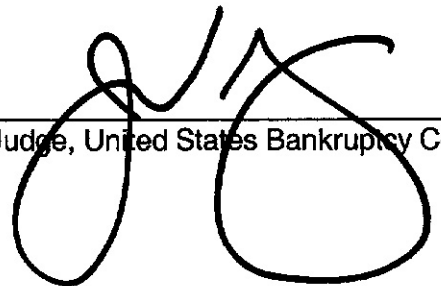
February 25, 2010

Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:

Pillsbury Winthrop Shaw Pittman, LLP
(Firm name)

By: Matthew S. Walker
Attorney for Movant Respondent



Judge, United States Bankruptcy Court

CSD 3000A [11/15/04] (Page 2)
ORDER ON JUDGMENT
DEBTOR: JAMES LARRY ALLEN

CASE NO.: 09-05214-JM7
ADV. NO.: 09-90241-JM7

Based upon this Court's order granting plaintiff's Motion For Summary Judgment To Deny Discharge Pursuant To 11 U.S.C. §§ 727(a)(2), (3), (4), (5) and (7), judgment is entered in favor of plaintiff Wells Fargo Bank, N.A. and against defendant and debtor, James Larry Allen, as follows:

IT IS ORDERED THAT: debtor JAMES LARRY ALLEN is denied a discharge of his debts.

Approved as to form:
Singleton and Associates

/s/ Horacio Barraza
Attorney for James Larry Allen

Exhibit F

ORNEY OR PARTY WITHOUT ATTORNEY (Name, State Number, and address):
 owell F. Sutherland, SB #37721
 UTERLAND & GERBER
 Professional Corporation
 443 W. Main Street
 El Centro, CA 92243
 TELEPHONE NO: (760) 353-4444 FAX NO. (Optional): (760) 352-2533
 MAIL ADDRESS (Optional): sutherlandgerber@sbcglobal.net
 ATTORNEY FOR (Name): Del Norte Chevrolet-Olds Co.
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF Imperial
 STREET ADDRESS: 939 Main Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: El Centro, CA 92243
 BRANCH NAME:

FOR COURT USE ONLY

ENDORSED

MAY 17 2012

IMPERIAL COUNTY
 SUPERIOR COURT
 CLERK'S OFFICE

Assigned for all purpose to Judge
 including trial
CHRISTOPHER W. YEAGER

PLAINTIFF: Del Norte Chevrolet-Olds Co. and Larry Allen
 DEFENDANT: General Motors Corporation

DOES 1 TO 50, inclusive

CONTRACT

COMPLAINT AMENDED COMPLAINT (Number):
 CROSS-COMPLAINT AMENDED CROSS-COMPLAINT (Number):

Jurisdiction (check all that apply):
 ACTION IS A LIMITED CIVIL CASE
 Amount demanded does not exceed \$10,000
 exceeds \$10,000, but does not exceed \$25,000
 ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)
 ACTION IS RECLASSIFIED by this amended complaint or cross-complaint
 from limited to unlimited
 from unlimited to limited

CASE NUMBER:
EC003448

Plaintiff* (name or names): Del Norte Chevrolet-Olds Co. and Larry Allen
 alleges causes of action against defendant* (name or names): General Motors Corporation

2. This pleading, including attachments and exhibits, consists of the following number of pages: 1
3. a. Each plaintiff named above is a competent adult
 except plaintiff (name): Del Norte Chevrolet-Olds Co.
 - (1) a corporation qualified to do business in California
 - (2) an unincorporated entity (describe):
 - (3) other (specify):
- b. Plaintiff (name): Del Norte Chevrolet-Olds Co.
 - a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 - b. has complied with all licensing requirements as a licensed (specify): to be a car dealership.
- c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
 except defendant (name): General Motors Corporation
 except defendant (name):

<ol style="list-style-type: none"> (1) <input type="checkbox"/> a business organization, form unknown (2) <input checked="" type="checkbox"/> a corporation (3) <input type="checkbox"/> an unincorporated entity (describe): (4) <input type="checkbox"/> a public entity (describe): (5) <input type="checkbox"/> other (specify): 	<ol style="list-style-type: none"> (1) <input type="checkbox"/> a business organization, form unknown (2) <input type="checkbox"/> a corporation (3) <input type="checkbox"/> an unincorporated entity (describe): (4) <input type="checkbox"/> a public entity (describe): (5) <input type="checkbox"/> other (specify):
---	--

* If used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

COURT TITLE: Del Norte Chevrolet-Olds Co.; et al. v. General Motors Corporation

CASE NUMBER:

(Continued)

- b. The true names of defendants sued as Does are unknown to plaintiff.
 - (1) Doe defendants (specify Doe numbers): 1-25 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
 - (2) Doe defendants (specify Doe numbers): 26-50 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):
- i. Plaintiff is required to comply with a claims statute, and
 - a. has complied with applicable claims statutes, or
 - b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

- 7. This court is the proper court because
 - a. a defendant entered into the contract here.
 - b. a defendant lived here when the contract was entered into.
 - c. a defendant lives here now.
 - d. the contract was to be performed here.
 - e. a defendant is a corporation or unincorporated association and its principal place of business is here.
 - f. real property that is the subject of this action is located here.
 - g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):

9. Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

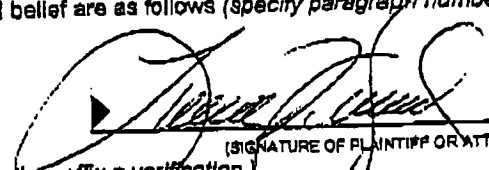
- a. damages of: \$ 375,000.00
- b. interest on the damages
 - (1) according to proof
 - (2) at the rate of (specify): 10.00 percent per year from (date): April, 2003
- c. attorney fees
 - (1) of: \$
 - (2) according to proof.
- d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: December 28, 2006

Lowell F. Sutherland, SB #37721

(TYPE OR PRINT NAME)


 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

COURT TITLE: Del Norte Chevrolet-Olds Co., et al. v. General Motors Corporation

CASE NUMBER:

One

CAUSE OF ACTION - Breach of Contract

(number)

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Del Norte Chevrolet-Olds Co. and Larry Allen

alleges that on or about (date): June, 2002

a written oral other (specify):

agreement was made between (name parties to agreement): Plaintiffs and Defendant

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify): Defendants agreed that Plaintiff would have the option to order up to 75 three quarter and one ton Chevrolet trucks 75% of which would be equipped at plaintiff's option with Duramax diesel engines. These vehicles were to be in addition to plaintiff's normal allocation under the Vehicle Ordering Management System. (Hereafter the additional allocation.) Defendant agreed to fill these orders with the timing of the mix and delivery of these vehicles to be agreed upon by plaintiff an defendant subject to factors beyond defendants and plaintiffs' control such as strikes, work stoppages, unanticipated production problems or recalls. Defendant further promised that in the event that all 75 of these vehicles could not be delivered by the end of the 2003 model year, then the balance was to be delivered as soon thereafter as reasonably possible irrespective of model year.

BC-2. On or about (dates): April, 2003

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify): During the model year 2003, Plaintiff ordered 111 vehicles which included the additional allocation and the vehicles plaintiff was otherwise entitled to under the Vehicle Ordering Management System. None of the additional allocation were delivered. In April 2003, a representative of Defendant repudlating the promise to deliver the additional allocation of trucks. Plaintiff elected to give Defendant until the 2004 model year to perform as permitted by paragraph 18 (b) of the agreement of June, 2002. Defendant has failed and refused to deliver the additional allocation.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows (specify): \$375,000.00

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

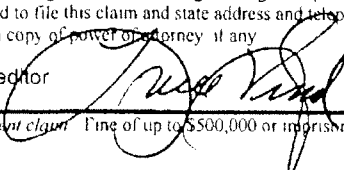
of \$

according to proof.

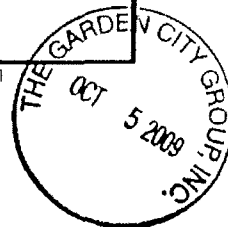
BC-6. Other: Plaintiffs demand a trial by jury.

Exhibit G

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor General Motors Corporation		Case Number 09-50026-reg
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property) Del Norte Chevrolet-Olds Co		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim
Name and address where notices should be sent Lowell F. Sutherland, Esq 1443 West Main Street El Centro, CA 92243		Court Claim Number _____ <i>(If known)</i>
Telephone number (760) 353-4444		Filed on _____
Name and address where payment should be sent (if different from above) <p style="text-align: center;">FILED - 04957 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG)</p>		<input checked="" type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars
Telephone number _____		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case
1 Amount of Claim as of Date Case Filed \$ <u>3,113,314.96</u>		5 Amount of Claim Entitled to Priority under 11 U.S.C. §507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2 Basis for Claim <u>Breach of Settlement Agreement</u> <i>(See instruction #2 on reverse side)</i>		Specify the priority of the claim
3 Last four digits of any number by which creditor identifies debtor <u>6623</u>		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)
3a Debtor may have scheduled account as _____ <i>(See instruction #3a on reverse side)</i>		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4)
4 Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5)
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other		<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7)
Describe _____		<input checked="" type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8)
Value of Property \$ _____ Annual Interest Rate _____ %		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a) (____)
Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____ Basis for perfection _____		Amount entitled to priority \$ _____
Amount of Secured Claim \$ _____ Amount Unsecured \$ _____		<i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim		
7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i>		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
If the documents are not available, please explain _____		
Date: <u>09/09/2009</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	FOR COURT USE ONLY
Lowell F. Sutherland, Attorney for Creditor 		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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

AFFIDAVIT OF MAILING

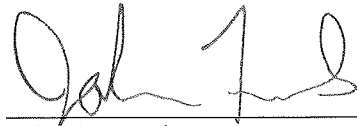
STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

I, JOHN S. FRANKS, being duly sworn, deposes and says:

1. I am a Director of AlixPartners, LLP, which maintains offices at 2101 Cedar Springs Road, Suite 1100, Dallas, Texas 75201.
2. I am over the age of eighteen years and am not a party to the above-captioned action.
3. On May 16, 2012, I commenced to be served the following:
 - A. Pleadings served on all parties on the attached Exhibits "A" and "B" via first-class mail, postage prepaid:**
 1. Notice Of Motion Of Wells Fargo Bank, N.A. For An Order Directing Disbursement Of Claim Distributions To Secured Party
 2. Motion For An Order Directing Disbursement Of Claim Distributions To Secured Party (with Exhibits A through G).

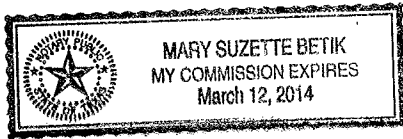
by causing true and correct copies to be delivered by first-class mail, postage prepaid to those parties listed on the annexed Exhibits "A" and "B".

Executed on May 17, 2012



John S. Franks

Sworn to and subscribed before me this 17th day of May, 2012



(SEAL)



Notary Public

Exhibit A

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	3M COMPANY	ATT: ALAN E. BROWN		OFFICE OF GENERAL COUNSEL	3M CENTER, BUILDING 220-9E-02	ST. PAUL	MN	55144	US
X	AIRGAS, INC.	ATT: DAVID BOYLE, CONSULTANT TO LEGAL DEPT		259 RADNOR CHESTER ROAD		RADNOR	PA	19087	US
X	AKIN GUMP STRAUSS HAUER & FELD LLP	ATTN: DANIEL H. GOLDEN	COUNSEL FOR GREEN HUNT WEDLAKE, INC	ONE BRYANT PARK		NEW YORK	NY	10036	US
X	AKIN GUMP STRAUSS HAUER & FELD LLP	ATTN: NATALIE E. LEVINE	COUNSEL FOR GREEN HUNT WEDLAKE INC.,	ONE BRYANT PARK		NEW YORK	NY	10036	US
X	AKIN GUMP STRAUSS HAUER & FELD LLP	ATTN: PHILIP C. DUBLIN	COUNSEL FOR GREEN HUNT WEDLAKE INC.,	ONE BRYANT PARK		NEW YORK	NY	10036	US
X	ALDINE INDEPENDENT SCHOOL DISTRICT	ATT: ANNETTEE RAMIREZ		14910 ALDINE-WESTFIELD ROAD		HOUSTON	TX	77032	US
X	ALIX PARTNERS LLP	ATTN: CARRIANNE BASLER		300 N LASALLE STREET		CHICAGO	IL	60654	US
X	ALLARD & FISH, P.C.	ATT: DEBORAH L. FISH, ESQ.	COUNSEL FOR SEVERSTAL NORTH AMERICA, INC.	2600 BUHL BLDG	535 GRISWOLD	DETROIT	MI	48226	US
X	ALPINE ELECTRONICS OF AMERICA, INC.	ATT: CYNTHIA WOODRUFF-NEER, ESQ.		19145 GRAMERCY PLACE		TORRANCE	CA	90501	US
X	ARCADIS U.S., INC.	ATT: LIESL SPANGLER, ASSOCIATE COUNSEL		630 PLAZA DRIVE, SUITE 100		HIGHLANDS RANCH	CO	80129	US
X	ARENT FOX LLP	ATT: JEFFREY ROTHLEDER, ANDREA CAMPBELL, ESQS	COUNSEL FOR HARMAN BECKER AUTOMOTIVE SYSTEMS, INC.	1050 CONNECTICUT AVENUE, NW		WASHINGTON	DC	20036	US
X	ARENT FOX LLP	ATT: MARY JOANNE DOWD, ESQ.	COUNSEL FOR TOYOTA BOSHOKU AMERICA, INC.	1050 CONNECTICUT AVENUE, NW		WASHINGTON	DC	20036	US
X	ARMSTRONG TEASDALE, LLP	ATT: DAVID L. GOING, ESQ.	COUNSEL FOR SPARTAN LIGHT METAL PRODUCTS	7700 FORSYTH BLVD STE 1800		ST. LOUIS	MO	63105	US
X	ARNALL GOLDEN GREGORY LLP	ATT: DARRYL S. LADDIN & FRANK N. WHITE	COUNSEL FOR VERIZON COMMUNICATIONS	171 17TH STREET, NW, SUITE 2100		ATLANTA	GA	30363	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	ASPLUNDH TREE EXPERT CO.	ATT: PHILIP E. TATOIAN, JR., ESQ.		VICE PRESIDENT AND GENERAL COUNSEL	708 BLAIR MILL RD	WILLOW GROVE	PA	19090	US
X	AT&T SERVICES INC.	ATTN: JAMES W. GRUDUS	LAW GROUP COUNSEL	ONE AT&T WAY, ROOM 3A218		BEDMINSTER	NJ	07921	US
X	ATLAS OIL COMPANY			124501 ECORSE ROAD		TAYLOR	MI	48180	US
X	ATTORNEY GENERAL FOR THE STATE OF NEBRASKA	ATT: ABIGAIL STEMPSON, ASSISTANT ATTORNEY GENERAL	COUNSEL FOR THE STATE OF NEBRASKA	2115 STATE CAPITOL BUILDING		LINCOLN	NE	68509	US
X	ATTORNEY GENERAL FOR THE STATE OF TEXAS	ATT: MARK BROWNING, ASSISTANT ATTORNEY GENERAL		BANKRUPTCY & COLLECTIONS DIVISION	P.O. BOX 12548	AUSTIN	TX	78711	US
X	ATTORNEY GENERAL OF OHIO	ATT: VICTORIA D. GARRY, ASSISTANT ATTORNEY GENERAL		COLLECTIONS & ENFORCEMENT	441 VINE STREET	CINCINNATI	OH	45202	US
X	ATTORNEY GENERAL OF STATE OF MICHIGAN	ATTN: MICHAEL A. COX & DENNIS J. RATERINK	COUNSEL FOR WORKERS COMPENSATION	LABOR DIVISION	P.O. BOX 30736	LANSING	MI	48909	US
X	ATTORNEY GENERAL OF STATE OF TEXAS	ATT: KIMBERLY A. WALSH, ASST. ATTORNEY GENERAL		BANKRUPTCY & COLLECTIONS DIVISION	P.O. BOX 12548	AUSTIN	TX	78711	US
X	ATTORNEY GENERAL OF THE STATE OF MICHIGAN - LABOR DIVISION	ATT: SUSAN PRZEKOP-SHAW, ASSISTANT ATTORNEY GENERAL	COUNSEL FOR MICHIGAN WORKERS'	P.O. BOX 30736		LANSING	MI	48909	US
X	ATTORNEY GENERAL OF THE STATE OF NEW YORK	ATT: NEAL S. MANN, ASSTANT ATTORNEY GENERAL	COUNSEL FOR NEW YORK STATE DEPARTMENT OF	120 BROADWAY - 24TH FLOOR		NEW YORK	NY	10271	US
X	BAKER & HOSTETLER LLP	ATT: JOSEPH F. HUTCHINSON, JR., ERIC GOODMAN, WENDY J. GIBSON	COUNSEL FOR B&H CREDITORS	3200 NATIONAL CITY CENTER	1900 E. 9TH STREET	CLEVELAND	OH	44114	US
X	BAKER & HOSTETLER LLP	ATT: RICHARD BERNARD, ESQ.	COUNSEL FOR B&H CREDITORS	45 ROCKEFELLER PLAZA		NEW YORK	NY	10111	US
X	BAKER & HOSTETLER LLP	ATTN: WENDY J. GIBSON, ESQ.	COUNSEL FOR SCRIPPS NETWORKS & TELEVISION	3200 NATIONAL CITY CENTER	1900 EAST NINTH STREET	CLEVELAND	OH	44114	US
X	BAKER & HOSTETLER, LLP		COUNSEL FOR ILCO SITE REMEDIATION GROUP	45 ROCKELLER PLAZA		NEW YORK	NY	10111	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	BAKER & HOSTETLER, LLP	ATTN CHRISTOPHER J. GIAIMO	COUNSEL FOR ILCO SITE REMEDIATION GROUP	1050 CONNECTICUT AVENUE, SUITE		WASHINGTON	DC	20036	US
X	BAKER & HOSTETLER, LLP	ATTN DONALD A. WORKMAN	COUNSEL FOR ILCO SITE REMEDIATION GROUP	1050 CONNECTICUT AVENUE, SUITE		WASHINGTON	DC	20036	US
X	BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC	ATTN: MAX A. MOSELEY	COUNSEL FOR SERRA CHEVROLET, INC AND KEYSTONE	420 20TH STREET NORTH 1600 WACHOVIA		BIRMINGHAM	AL	35203	US
X	BALLARD SPAHR ANDREWS & INGERSOLL, LLP	ATT: MATTHEW G. SUMMERS, ESQ.	COUNSEL FOR FOUNTAIN LAKES I, L.L.C.	300 EAST LOMBARD STREET, 18TH		BALTIMORE	MD	21202	US
X	BARNES & THORNBURG LLP	ATT: JOHN T. GREGG, ESQ.	COUNSEL FOR CONTINENTAL	171 MONROE AVENUE, NW, SUITE 1000		GRAND RAPIDS	MI	49503	US
X	BARNES & THORNBURG LLP	ATTN: MARK R. OWENS, ESQ.	COUNSEL FOR HIRATA CORPORATION OF	11 SOUTH MERIDIAN STREET		INDIANAPOLIS	IN	46204	US
X	BARRICK, SWITZER, LONG, BALSLEY & VAN EVERA			6833 STALTER DRIVE, FIRST FLOOR		ROCKFORD	IL	61108	US
X	BARTLETT HACKETT FEINBERG P.C.	ATT: FRANK F. MCGINN, ESQ.	COUNSEL FOR IRON MOUNTAIN INFORMATION	155 FEDERAL STREET, 9TH FLOOR		BOSTON	MA	02110	US
X	BECKER, GLYNN, MELAMED & MUFFLY LLP	ATT: CHESTER B. SALOMON, ESQ.	COUNSEL FOR FACTORY MOTOR PARTS COMPANY	299 PARK AVENUE, 16TH FLOOR		NEW YORK	NY	10171	US
X	BIALSON, BERGEN & SCHWAB	ATTN: THOMAS M. GAA	COUNSEL FOR CISCO SYSTEMS CAPITAL	2600 EL CAMINO REAL, SUITE 300		PALO ALTO	CA	94306	US
X	BINGHAM MCCUTCHEN LLP	ATT: ANNA M. BOELITZ, ESQ.	COUNSEL FOR WELLS FARGO BANK NORTHWEST,	ONE STATE STREET		HARTFORD	CT	06103	US
X	BINGHAM MCCUTCHEN LLP	ATTN ROBERT M DOMBROFF & JEFFREY S SABIN ESQ	COUNSEL FOR DEUTSCHE BANK AG	399 PARK AVENUE		NEW YORK	NY	10022	US
X	BINGHAM MCCUTCHEN LLP	ATTN: JONATHAN B. ALTER, ESQ.	COUNSEL FOR TRAVELERS CASUALTY AND	ONE STATE STREET		HARTFORD	CT	06103	US
X	BLANK ROME LLP	ATT: MARC E. RICHARDS, ESQ.	COUNSEL FOR DENSO INTERNATIONAL	THE CHRYSLER BUILDING	405 LEXINGTON AVENUE	NEW YORK	NY	10174	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	BLANK ROME LLP	ATT: REGINA STANGO KELBON, ESQ.	COUNSEL FOR CELLCO PARTNERSHIP D/B/A	ONE LOGAN SQUARE		PHILADELPHIA	PA	19103	US
X	BLUE CROSS AND BLUE SHIELD OF MICHIGAN	ATT: JEFFREY RUMLEY, ASSISTANT GENERAL COUNSEL		600 LAFAYETTE EAST #1925		DETROIT	MI	48226	US
X	BNSF RAILWAY COMPANY	ATT: QUINCY CHUMLEY		3001 WESTERN CENTER BLVD		FORT WORTH	TX	76131	US
X	BOB HASTINGS BUICK GMC, INC.	ATT: DAVID P. STOETZEL		800 PANORAMA TRAIL SOUTH		ROCHESTER	NY	14625	US
X	BODMAN LLP	ATTN: COLIN T. DARKE, ESQ.	COUNSEL FOR PRODUCTION MODELING	1901 ST. ANTOINE STREET	6TH FLOOR AT FORD FIELD	DETROIT	MI	48226	US
X	BODMAN LLP	ATTN: MARC M. BAKST, ESQ.	COUNSEL FOR LEAR CORPORATION AND ITS SUBSIDIARIES &	6TH FLOOR AT FORD FIELD	1901 ST. ANTOINE STREET	DETROIT	MI	48226	US
X	BRACEWELL & GIULIANI LLP	ATT: RENEE DAILEY	COUNSEL FOR GEORG FISCHER AUTOMOTIVE AG	225 ASYLUM STREET, 26TH FLOOR		HARTFORD	CT	06103	US
X	BRADY C WILLIAMSON			GODFREY & KAHN SC	ONE EAST MAIN ST	MADISON	WI	53703	US
X	BRAYTON PURCELL LLP	ATT: ALAN R. BRAYTON, CHRISTINA C. SKUBIC, MATTHEW B. LEE, ESQS	COUNSEL FOR CERTAIN ASBESTOS CLAIMANTS	222 RUSH LANDING ROAD		NOVATO	CA	94945	US
X	BRIGGS AND MORGAN P.A.	ATT: JOHN R. MCDONALD, ESQ.	COUNSEL FOR FACTORY MOTOR PARTS COMPANY	2200 IDS CENTER	80 SOUTH 8TH STREET	MINNEAPOLIS	MN	55402	US
X	BROOKS WILKINS SHARKEY & TURCO, PLLC	ATT: MATTHEW E. WILKINS	COUNSEL FOR: HENZE STAMPING CO. & HENZ	401 S. OLD WOODWARD AVENUE, SUITE		BIRMINGHAM	MI	48009	US
X	BROOKS WILKINS SHARKEY & TURCO, PLLC	ATTN: PAULA A. HALL, ESQ.	COUNSEL FOR WABASH TECHNOLOGIES,	401 S. OLD WOODWARD AVENUE, SUITE		BIRMINGHAM	MI	48009	US
X	BROWN & WHALEN, P.C.	ATT: RODNEY A. BROWN, ESQ.		700 THIRD AVENUE, 20TH FLOOR		NEW YORK	NY	10017	US
X	BUCHALTER NEMER, PC	ATT: SHAWN M. CHRISTIANSON, ESQ.	COUNSEL FOR ORACLE USA, INC.; AND ORACLE	55 SECOND ST, 17TH FL		SAN FRANCISCO	CA	94105	US

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X	BURKE, WARREN, MACKAY & SERRITELLA, P.C.	ATT: G. RING	COUNSEL FOR ATTY FOR NAPLETON INVESTMENT	330 N. WABUSH AVE. 22ND FLOOR		CHICAGO	IL	60611	US
X	BURLINGTON NORTHERN SANTE FE RAILWAY COMPANY	ATT: PETER M. LEE, SENIOR GENERAL ATTORNEY		2500 LEW MENK DRIVE	P.O. BOX 961039	FT. WORTH	TX	76161	US
X	BURR & FORMAN LLP	ATT: D.CHRISTOPHER CARSON	COUNSEL FOR GESTAMP ALABAMA, LLC,	420 NORTH 20TH STREET, SUITE 3400		BIRMINGHAM	AL	35203	US
X	BUSH SEYFERTH & PAIGE PLLC	ATT: RICHARD W. PAIGE	COUNSEL FOR IEE SENSING, INC.	3001 W. BIG BEAVER RD., SUITE 600		TROY	MI	48084	US
X	BUTZEL LONG, PC	ATT: ROBERT SIDORSKY	COUNSEL FOR TK HOLDINGS, IRVIN AUTOMOTIVE	380 MADISON AVENUE		NEW YORK	NY	10017	US
X	BUTZEL LONG, PC	ATTN: ROBERT SIDORSKY & ERIC B. FISHER	COUNSEL FOR INTEVA PRODUCTS, LLC	380 MADISON AVENUE		NEW YORK	NY	10017	US
X	BUTZEL LONG, PC	ATTN: THOMAS B. RADOM & MAX J. NEWMAN	COUNSEL FOR INTEVA PRODUCTS, LLC	41000 WOODWARD AVENUE		BLOOMFIELD HILLS	MI	48304	US
X	C.B. BLACKARD, III			CORPORATE COUNSEL	ACXIOM CORPORATION	CONWAY	AR	72033	US
X	CADWALADER, WICKERSHAM & TAFT LLP	ATT: JOHN J. RAPISARDI, ESQ.	COUNSEL FOR UNITED STATES OF AMERICA	ONE WORLD FINANCIAL CENTER		NEW YORK	NY	10281	US
X	CANON U.S.A, INC.	ATTN: RUTH E. WEINSTEIN		ONE CANON PLAZA		LAKE SUCCESS	NY	11042	US
X	CAPLIN & DRYSDALE, CHARTERED	ATT: ELIHU INSELBUCH & RITA TOBIN	COUNSEL FOR COONEY & CONWAY ASBESTOS	MARK BUTTITA	375 PARK AVENUE, 35TH FLOOR	NEW YORK	NY	10152	US
X	CAPLIN & DRYSDALE, CHARTERED	ATT: PETER VAN LOCKWOOD, RONALD REINSEL & TREVOR SWETT, III, ESQS	COUNSEL FOR COONEY & CONWAY ASBESTOS	MARK BUTTITA	1 THOMAS CIRCLE	WASHINGTON	DC	20005	US
X	CAPLIN & DRYSDALE, CHARTERED	ATTN: KEVIN C. MACLAY, TREVOR W. SWETT III	COUNSEL FOR THE ASBESTOS CLAIMANTS'	ONE THOMAS CIRCLE, NW, SUITE 1100		WASHINGTON	DC	20005	US
X	CARSON FISCHER, P.L.C.	ATT: JOSEPH M. FISCHER, LAWRENCE A. LICHTMAN, PATRICK J. KUKLA	COUNSEL FOR VITEC, LLC	4111 ANDOVER ROAD, WEST-2ND FLOOR		BLOOMFIELD HILLS	MI	48302	US

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X	CARSON FISCHER, P.L.C.	ATTN: CHRISTOPHER A. GROSMAN & PATRICK J. KUKLA	COUNSEL FOR RIMA MANUFACTURING COMPANY	4111 ANDOVER ROAD, WEST-2ND FLOOR		BLOOMFIELD HILLS	MI	48302	US
X	CASSELS BROCK	ATT: B. LEONARD; M. MERCIER		2100 SCOTIA PLAZA - 40 KING STREET WEST	TORONTO, ON M5H 3C2				CA
X	CERTILMAN BALIN ADLER & HYMAN, LLP	ATTN CAROL A. GLICK, ESQ.	COUNSEL FOR USAA	90 MERRICK AVENUE, 9TH FLOOR		EAST MEADOW	NY	11554	US
X	CERTILMAN BALIN ADLER & HYMAN, LLP	ATTN RICHARD J. MCCORD, ESQ.	COUNSEL FOR USAA	90 MERRICK AVENUE, 9TH FLOOR		EAST MEADOW	NY	11554	US
X	CHAPELL & ASSOCIATES LLC	ATTN ALAN CHAPELL CIPP		CONSUMER PRIVACY OMBUDSMAN	297 DRIGGS AVENUE SUITE 3A	BROOKLYN	NY	11222	US
X	CHARLES CLARK CHEVROLET CO.			P.O. BOX 520		MCALLEN	TX	78505	US
X	CLARK HILL PLC	ATT: CHRISTOPHER M. CAHILL	COUNSEL FOR ATS AUTOMATION TOOLING SYSTEMS	151 SOUTH OLD WOODWARD AVENUE SUITE		BIRMINGHAM	MI	48009	US
X	CLARK HILL PLC	ATTN: ROBERT D. GORDON, ESQ.	COUNSEL FOR ATS AUTOMATION TOOLING SYSTEMS.	151 SOUTH OLD WOODWARD AVENUE, SUITE		BIRMINGHAM	MI	48009	US
X	CLEARY GOTTLIEB STEEN & HAMILTON LLP			A RICHARD SUSKO, ESQ	ONE LIBERTY PLAZA	NEW YORK	NY	10006	US
X	CLEARY GOTTLIEB STEEN & HAMILTON LLP	ATT: JAMES L. BROMLEY, ESQ.	COUNSEL FOR UAW	ONE LIBERTY PLAZA		NEW YORK	NY	10006	US
X	CLEARY GOTTLIEB STEEN & HAMILTON LLP	ATT: SEAN A. O'NEAL, ESQ.	COUNSEL FOR THE INTERPUBLIC GROUP OF	ONE LIBERTY PLAZA		NEW YORK	NY	10006	US
X	CLEARY GOTTLIEB STEEN & HAMILTON LLP	DAVID I GOTTLIEB, ESQ.		ONE LIBERTY PLAZA		NEW YORK	NY	10006	US
X	CLEARY GOTTLIEB STEEN & HAMILTON LLP	RICHARD S LINCER, ESQ.		ONE LIBERTY PLAZA		NEW YORK	NY	10006	US
X	COHEN, WEISS AND SIMON LLP	ATT: BABETTE A. CECCOTTI, ESQ.	COUNSEL FOR INTERNATIONAL UNION, UAW	330 WEST 42ND STREET		NEW YORK	NY	10036	US

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X	COHN WHITESELL & GOLDBERG LLP	ATT: MICHAEL J. GOLDBERG, ESQ.		ATT FOR: CABOT INDUSTRIAL VALUE FUND II	29 WORSTER RD	ELIOT	ME	03903	US
X	COMMONWEALTH OF PENNSYLVANIA			DEPT OF LABOR AND INDUSTRY	READING BANKRUPTCY & COMPL. UNIT	READING	PA	19602	US
X	CONNELL FOLEY LLP	ATTN: STEPHEN V. FALANGA & CHRISTOPHER M. HEMRICK	COUNSEL FOR PANASONIC ELECTRIC WORKS	888 SEVENTH AVENUE		NEW YORK	NY	10106	US
X	COOLIDGE WALL CO., L.P.A.	ATT: RONALD S. PRETEKIN, ESQ.	COUNSEL FOR HARCO MANUFACTURING	33 WEST FIRST STREET, SUITE 600		DAYTON	OH	45402	US
X	COUNTY ATTORNEY	ATTN: BELKYS ESCOBAR, ASSISTANT COUNTY ATTORNEY	COUNSEL FOR THE COUNTY OF LOUDOUN,	ONE HARRISON STREET, S.E., 5TH FLOOR		LEESBURG	VA	20175	US
X	COVINGTON & BURLING LLP	ATTN: MICHAEL ST. PATRICK BAXTER, ESQ.	COUNSEL FOR UNION PACIFIC RAILROAD	1201 PENNSYLVANIA AVENUE NW		WASHINGTON	DC	20004	US
X	COVINGTON & BURLING LLP	ATTN: SUSAN POWER JOHNSTON, ESQ.	COUNSEL FOR UNION PACIFIC RAILROAD	THE NEW YORK TIMES BUILDING	620 EIGHTH AVENUE	NEW YORK	NY	10018	US
X	CROWELL & MORING LLP	ATTN MICHAEL V. BLUMENTHAL, ESQ.	COUNSEL FOR REVITALIZING AUTO	ENVIRONMENTAL RESPONSE TRUST	590 MADISON AVENUE, 19TH FLOOR	NEW YORK	NY	10022	US
X	CUMMINGS & LOCKWOOD LLC	ATT: JOHN F. CARBERRY, ESQ.	COUNSEL FOR EMIGRANT BUSINESS CREDIT	SIX LANDMARK SQUARE		STAMFORD	CT	06901	US
X	DANA HOLDING COMPANY	ATT: LISA WURSTER		PO BOX 1000		MAUMEE	OH	43537	US
X	DANA HOLDING CORPORATION	ATTN: LISA WURSTER		4500 DORR STREET		TOLEDO	OH	43615	US
X	DANIEL W. SHERRICK, GENERAL COUNSEL			8000 EAST JEFFERSON AVE		DETROIT	MI	48214	US
X	DAVID V. COOKE, ASSISTANT CITY ATTORNEY			MUNICIPAL OPERATIONS	201 WEST COLFAX AVENUE, DEPT. 1207	DENVER	CO	80202	US
X	DAVIS POLK & WARDWELL	ATT: DONALD S. BERNSTEIN & MARSHALL S. HUEBNER	COUNSEL FOR FORD MOTOR COMPANY	450 LEXINGTON AVENUE		NEW YORK	NY	10017	US

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X	DAWDA, MANN, MULCAHY & SADLER, PLC	ATT: WILLIAM ROSIN & KENNETH FLASKA	COUNSEL FOR MAGNETI MARELLI AND AUTOMOTIVE	39533 WOODWARD AVENUE, SUITE		BLOOMFIELD HILLS	MI	48304	US
X	DAY PITNEY	ATT: RICHARD M. METH, ESQ.	COUNSEL FOR SPARTAN LIGHT METAL PRODUCTS	P.O. BOX 1945		MORRISTOWN	NJ	07962	US
X	DAY PITNEY LLP	ATT: HERBERT K. RYDER	COUNSEL FOR BANK OF VALLETTA P.L.C.	P.O. BOX 1945		MORRISTOWN	NJ	07962	US
X	DAY PITNEY LLP	ATT: HERBERT RYDER, ESQ.	COUNSEL FOR BANK OF VALLETTA P.L.C.	7 TIMES SQUARE		NEW YORK	NY	10036	US
X	DAY PITNEY LLP	ATT: RICHARD M. METH, ESQ.	COUNSEL FOR SPARTAN LIGHT METAL PRODUCTS	200 CAMPUS DRIVE		FLORHAM PARK	NJ	07932	US
X	DAY PITNEY LLP	ATTN: AMISH R. DOSHI, ESQ.	COUNSEL FOR ORACLE USA, INC.	7 TIMES SQUARE		NEW YORK	NY	10036	US
X	DEALER TIRE, LLC			3711 CHESTER AVENUE		CLEVELAND	OH	44114	US
X	DEAN M. TRAFELET			LEGAL REPRESENTATIVE ASBESTOS	50 WEST SCHILLER	CHICAGO	IL	60610	US
X	DEBEVOISE & PLIMPTON LLP	ATT: JASMINE POWERS, ESQ.	COUNSEL FOR MAG INDUSTRIAL AUTOMATION	919 THIRD AVENUE		NEW YORK	NY	10022	US
X	DEBEVOISE & PLIMPTON LLP	ATT: RICHARD F. HAHN, ESQ.	COUNSEL FOR THE HERTZ CORPORATION	919 THIRD AVENUE		NEW YORK	NY	10022	US
X	DECHERT LLP	ATTN: JAMES O. MOORE, ESQ.	COUNSEL FOR CDI CORPORATION	1095 AVENUE OF THE AMERICAS		NEW YORK	NY	10036	US
X	DECHERT LLP	ATTN: JULIET SARKESSIAN, ESQ.	COUNSEL FOR CDI CORPORATION	CIRA CENTRE	2929 ARCH STREET	PHILADELPHIA	PA	19104	US
X	DECHERT LLP	ATTN: SHMUEL VASSER, ESQ.	COUNSEL FOR SHANGHAI AUTOMOTIVE	1095 AVENUE OF THE AMERICAS		NEW YORK	NY	10036	US
X	DEPARTMENT OF LABOR	ATTN: DEPUTY SOLICITOR OF LABOR		200 CONSTITUTION AVENUE, NW		WASHINGTON	DC	20201	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	DEPARTMENT OF LABOR & INDUSTRY	ATTN: J. KOTS		READING BANKRUPTCY & COMPLIANCE	625 CHERRY STREET, ROOM 203	READING	PA	19602	US
X	DICKINSON WRIGHT PLLC	ATT: COLLEEN M. SWEENEY, ESQ.	COUNSEL FOR JOHNSON CONTROLS, INC.	424 CHURCH STREET, SUITE 1401		NASHVILLE	TN	37219	US
X	DICKINSON WRIGHT PLLC	ATT: DORON YITZCHAKI, ESQ.	COUNSEL FOR JOHNSON CONTROLS, INC.	301 E. LIBERTY, SUITE 500		ANN ARBOR	MI	48104	US
X	DICKINSON WRIGHT PLLC	ATT: JAMES A. PLEMMONS, ESQ.	COUNSEL FOR JOHNSON CONTROLS, INC.	500 WOODWARD AVENUE, SUITE 4000		DETROIT	MI	48226	US
X	DICKINSON WRIGHT PLLC	ATT: KERRY MASTERS EWALD, ESQ.	COUNSEL FOR JOHNSON CONTROLS, INC.	424 CHURCH STREET, SUITE 1401		NASHVILLE	TN	37219	US
X	DICKSTEIN SHAPIRO LLP	ATTN BARRY N. SEIDEL, ESQ.	COUNSEL FOR MOTORS LIQUIDATION CO.	1633 BROADWAY		NEW YORK	NY	10019	US
X	DICKSTEIN SHAPIRO LLP	ATTN ERIC B. FISHER, ESQ.	COUNSEL FOR MOTORS LIQUIDATION CO.	1633 BROADWAY		NEW YORK	NY	10019	US
X	DICKSTEIN SHAPIRO LLP	ATTN KATIE L. COOPERMAN, ESQ.	COUNSEL FOR MOTORS LIQUIDATION CO.	1633 BROADWAY		NEW YORK	NY	10019	US
X	DICONZA LAW P.C.	ATT: GERARD DICONZA, ESQ.	COUNSEL FOR ARCADIS U.S., INC.	630 THIRD AVENUE, 7TH FLOOR		NEW YORK	NY	10017	US
X	DLA PIPER LLP	ATT: KAROL DENNISTON & JENNIFER NASSIRI, ESQS	COUNSEL FOR HEWLETT PACKARD CO	550 S. HOPE STREET, SUITE 2300		LOS ANGELES	CA	90071	US
X	DORSEY & WHITNEY LLP	ATTN: MICHAEL FOREMAN, ESQ.	COUNSEL FOR BALLARD MATERIAL	250 PARK AVENUE		NEW YORK	NY	10177	US
X	DRINKER BIDDLE & REATH LLP	ATT: KIRSTIN K. GOING	COUNSEL FOR MANUFACTURERS AND TRADERS	1177 AVENUE OF THE AMERICAS	FL 41	NEW YORK	NY	10036	US
X	DRINKER BIDDLE & REATH LLP	ATT: KRISTEN K. GOING, ESQ.	COUNSEL FOR MANUFACTURERS AND TRADERS	1500 K STREET, N.W.		WASHINGTON	DC	20005	US
X	EATON CORPORATION			1111 SUPERIOR AVENUE		CLEVELAND	OH	44114	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	EDS, AN HP COMPANY	ATT: AYALA HASSELL		BANKRUPTCY & INSOLVENCY, SENIOR	H3-3A-05	PLANO	TX	75024	US
X	EDWARD S. DONINI, ESQ.			P.O. BOX 605		NEW SMFRNA BEACH	FL	32170	US
X	EDWARDS ANGELL PALMER & DODGE LLP	ATTN J WHITLOCK	COUNSEL FOR US BANK NAT'L ASSOC & US BANK TRUST	111 HUNTINGTON AVENUE		BOSTON	MA	02199	US
X	EL PASO CORPORATION	ATT: MICHAEL J. MCGINNIS, SENIOR ATTORNEY		1001 LOUISIANA, SUITE E 1943 A		HOUSTON	TX	77002	US
X	ELLIAS GROUP LLC	ATT: DAN ELLIAS		411 THEODORE FREMD AVENUE, SUITE 102		RYE	NY	10580	US
X	ELLIOTT GREENLEAF	ATT: R. Z - ARAVENA & T. KITTILA,ESQ.		FOR 3 M PURIFICATION INC	1105 NORTH MARKET ST. 17TH FLOOR	WILMINGTO N	DE	19801	US
X	ELLIS & WINTERS LLP	ATT: GEORGE F. SANDERSON III	COUNSEL FOR CRYMES LANDFILL PRP GROUP	P.O. BOX 33550		RALEIGH	NC	27636	US
X	ENTERGY SERVICES, INC	ATT: ALAN H. KATZ, ASSISTANT GENERAL COUNSEL		639 LOYOLA AVENUE, 26TH FLOOR		NEW ORLEANS	LA	70113	US
X	EQUITABLE GAS BANKRUPTCY DEPARTMENT	ATT: JUDY GAWLOWSKI		200 ALLEGHENY CENTER MALL		PITTSBURGH	PA	15212	US
X	ERMAN, TEICHER, MILLER, ZUCKER & FREEDMAN, P.C.	ATT: DAVID M. EISENBERG, ESQ.	COUNSEL FOR NIDEC MOTORS & ACTUATORS	400 GALLERIA OFFICENTRE, STE. 444		SOUTHFIELD	MI	48034	US
X	ERMAN, TEICHER, MILLER, ZUCKER & FREEDMAN, P.C.	ATT: DIANNE S. RUHLANDT, ESQ. & EARLE I. ERMAN	COUNSEL FOR ETKIN MANAGEMENT	400 GALLERIA OFFICENTRE, STE. 444		SOUTHFIELD	MI	48034	US
X	ERVIN COHEN & JESSUP LLP	ATTN: MICHAEL S. KOGAN	COUNSEL FOR SALAS AUTOMOTIVE	9401 WILSHIRE BOULEVARD		BEVERLY HILLS	CA	90212	US
X	EVEZICH LAW OFFICE, P.L.L.C.	ATTN CRAIG EVEZICH		175 NE GILMAN BLVD., STE. 209		ISSAQUAH	WA	98207	US
X	FACTORY MOTOR PARTS COMPANY			1380 CORPORATE CENTER CURVE		EAGAN	MN	55121	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	FARELLA BRAUN & MARTEL LLP	ATT: NEIL A. GOTEINER, ESQ.	COUNSEL FOR GENERAL MOTORS RETIREES	235 MONTGOMERY STREET, 17TH		SAN FRANCISCO	CA	94104	US
X	FELDERSTEIN FITZGERALD WILLOUGHBY & PASCUZZI LLP	ATT: PAUL J. PASCUZZI, ESQ.	COUNSEL FOR THE MCCLATCHY COMPANY	400 CAPITAL MALL, SUITE 1450		SACRAMENTO	CA	95814	US
X	FOLEY & LARDNER LLP	ATT: ROBERT H. HUEY, ESQ.	COUNSEL FOR TOYOTA MOTOR CORPORATION	WASHINGTON HARBOUR	3000 K STREET, N.W., SUITE 600	WASHINGTON	DC	20007	US
X	FOLEY & LARDNER LLP	ATT: VICTOR A. VILAPLANA & MATTHEW J. RIOPELLE	COUNSEL FOR TOYOTA MOTOR CORPORATION	402 WEST BROADWAY, SUITE 2100		SAN DIEGO	CA	92101	US
X	FOLEY & LARDNER LLP	ATTN JEFFREY A. SOBLE, ESQ.	COUNSEL FOR TOYOTA MOTOR CORPORATION	NORTH CLARK STREET, SUITE 2800		CHICAGO	IL	60654	US
X	FOLEY & LARDNER LLP	ATTN: DALJIT DOOGAL	COUNSEL FOR PETERSON AMERICAN	ONE DETROIT CENTER	500 WOODWARD AVENUE, SUITE 2700	DETROIT	MI	48226	US
X	FOLEY & LARDNER LLP	ATTN: FRANK DICASTRI, ESQ.	COUNSEL FOR GETRAG TRANSMISSION	777 EAST WISCONSIN AVENUE		MILWAUKEE	WI	53202	US
X	FOLEY & LARDNER LLP	ATTN: FRANK W. DICASTRI, JOHN A. SIMON, D. DOOGAL	COUNSEL FOR OMRON AUTOMOTIVE	500 WOODWARD AVENUE, SUITE 2700		DETROIT	MI	48226	US
X	FOLEY & LARDNER LLP	ATTN: JILL L. MURCH & JOANNE LEE	COUNSEL FOR CUMMINS INC.	321 NORTH CLARK STREET, SUITE 2800		CHICAGO	IL	60654	US
X	FOLEY & LARDNER LLP	ATTN: JOHN A. SIMON, KATHERINE R. CATANESE	COUNSEL FOR INTRA CORPORATION	500 WOODWARD AVENUE, SUITE 2700		DETROIT	MI	48226	US
X	FOLEY & LARDNER LLP	ATTN: JOHN A. SIMON, KATHERINE R. CATANESE	COUNSEL FOR PIRELLI TIRE, LLC	ONE DETROIT CENTER	500 WOODWARD AVENUE, SUITE 2700	DETROIT	MI	48226	US
X	FOLEY & LARDNER LLP	ATTN: MARK A. AIELLO	COUNSEL FOR INERGY AUTOMOTIVE	ONE DETROIT CENTER	500 WOODWARD AVENUE, SUITE 2700	DETROIT	MI	48226	US
X	FOLEY & LARDNER LLP	ATTN: SCOTT T. SEABOLT, ESQ.	COUNSEL FOR TEXTRON INC.	500 WOODWARD AVENUE, SUITE 2700		DETROIT	MI	48226	US
X	FORMAN HOLT ELIADES & RAVIN, LLC	ATT: KIM R. LYNCH, ESQ.	COUNSEL FOR SIEMENS BUILDING TECHNOLOGIES,	80 ROUTE 4 EAST, SUITE 290		PARAMUS	NJ	07652	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	FOX ROTHSCHILD LLP	ATTN: YANN GERON, ESQ.	COUNSEL FOR STARSOURCE MANAGEMENT	100 PARK AVENUE, SUITE 1500		NEW YORK	NY	10017	US
X	FRASER TREBILCOCK DAVIS & DUNLAP, P.C.	ATTN: G. ALAN WALLACE	COUNSEL FOR CITY OF SIOUX CITY, IOWA	124 WEST ALLEGAN STREET, SUITE		LANCING	MI	48933	US
X	FRASER TREBILCOCK DAVIS & DUNLAP, P.C.	ATTN: G. ALAN WALLACE, ESQ.	COUNSEL FOR CITY OF LANSING	124 WEST ALLEGAN STREET, SUITE		LANSING	MI	48933	US
X	FREEBORN & PETERS LLP	ATT: AARON L. HAMMER & THOMAS R. FAWKES, ESQS	COUNSEL FOR PGW, LLC	311 SOUTH WACKER DRIVE, SUITE 3000		CHICAGO	IL	60606	US
X	FRIEDLANDER MISLER, PLLC	ATTN: ROBERT E. GREENBERG, ESQ.	COUNSEL FOR REALTY ASSOCIATES IOWA	1101 SEVENTEENTH STREET, N.W.,		WASHINGTON	DC	20036	US
X	FROST BROWN TODD	ATT: ROBERT A. GUY JR. & J.MATTHEW KROPLIN	COUNSEL FOR CLARCOR, INC.	424 CHURCH STREET, SUITE 1600		NASHVILLE	TN	37219	US
X	FTI CONSULTING	ATTN: ANNA PHILLIPS		GUC TRUST/AVOIDANCE ACTION TRUST	1201 WEST PEACHTREE STREET, SUITE	ATLANTA	GA	30309	US
X	FULBRIGHT & JAWORSKI L.L.P.	ATT: DAVID A. ROSENZWEIG & MARK C. HAUT	COUNSEL FOR SOUTHWEST RESEARCH	666 FIFTH AVENUE		NEW YORK	NY	10103	US
X	FULBRIGHT & JAWORSKI L.L.P.	ATT: LIZ BOYDSTON, ESQ.	COUNSEL FOR BELL ATLANTIC TRICON LEASING CORP.	2200 ROSS AVENUE, SUITE 2800		DALLAS	TX	75201	US
X	FULBRIGHT & JAWORSKI L.L.P.	ATT: LOUIS R. STRUBECK & LIZ BOYDSTON, ESQ.	COUNSEL FOR VERIZON CAPITAL CORPORATION	2200 ROSS AVENUE, SUITE 2800		DALLAS	TX	75201	US
X	FULBRIGHT & JAWORSKI L.L.P.	ATT: MICHAEL M. PARKER, ESQ.	COUNSEL FOR SOUTHWEST RESEARCH	300 CONVENT ST	STE 2100	SAN ANTONIO	TX	78205	US
X	FULBRIGHT & JAWORSKI L.L.P.	ATTN: DAVID A. ROSENZWEIG & JACLYN L. RABIN	COUNSEL FOR AT&T CORP.	666 FIFTH AVENUE		NEW YORK	NY	10103	US
X	GALESE & INGRAM, P.C.	ATTN JEFFREY L. INGRAM	COUNSEL FOR SERRA CHEVROLET, INC. & KEYSTON	800 SHADES CREEK PKWY, SUITE 300		BIRMINGHAM	AL	35209	US
X	GAY D. PELZER			DEPUTY GENERAL COUNSEL	THE UNIVERSITY OF IOWA	IOWA CITY	IA	52242	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	GENERAL MOTORS, LLC	ATT LAWRENCE S BUONOMO ESQ		400 RENAISSANCE CENTER		DETROIT	MI	48265	US
X	GERBER & GERBER PLLC	ATTN: ETHAN S. GERBER		26 COURT STREET, SUITE 1405		BROOKLYN	NY	11242	US
X	GERSTEN SAVAGE, LLP	ATT: PAUL RACHMUTH	COUNSEL FOR COURT APPOINTED CLASS	600 LEXINGTON AVENUE		NEW YORK	NY	10022	US
X	GHSP, INC.	ATTN: RON WALLISH		1250 SOUTH BEECHTREE STREET		GRAND HAVEN	MI	49417	US
X	GIBBONS P.C.	ATT: DAVID N. CRAPO, ESQ.	COUNSEL FOR J.D. POWER AND ASSOCIATES	ONE GATEWAY CENTER		NEWARK	NJ	07102	US
X	GIBSON, DUNN & CRUTCHER LLP	ATT: DAVID M. FELDMAN, ESQ.	COUNSEL FOR WILMINGTON TRUST COMPANY	200 PARK AVENUE		NEW YORK	NY	10166	US
X	GIBSON, DUNN & CRUTCHER LLP	ATT: MATTHEW J. WILLIAMS, ESQ.	COUNSEL FOR WILMINGTON TRUST COMPANY	200 PARK AVENUE		NEW YORK	NY	10166	US
X	GIBSON, DUNN & CRUTCHER LLP	ATTN: MATTHEW WILLIAMS AND KEITH MARTORANA	ATTORNEYS FOR WILMINGTON TRUST COMPANY	AS GUC TRUST ADMINISTRATOR	200 PARK AVENUE	NEW YORK	NY	10166	US
X	GIRRARD GIBBS LLP	ATT: D. GIRARD & A.J. DE BARTOLOMEO	COUNSEL FOR COURT APPOINTED CLASS	601 CALIFORNIA STREET, SUITE 1400		SAN FRANCISCO	CA	94108	US
X	GLADFELTER & GALVANO, P.L.	ATT: SACHA ROASS, ESQ.		GRIMES GOEBEL GRIMES HAWKINS	1023 MANATEE AVE WEST	BRADENTON	FL	34205	US
X	GLENN M. REISMAN, ESQ.		COUNSEL FOR GE ENERGY, GE MOTORS AND GE	TWO CORPORATE DRIVE, SUITE 234		SHELTON	CT	06484	US
X	GODFREY & KAHN, S.C.	ATTN: TIMOTHY F. NIXON, ESQ	COUNSEL FOR THE FEE EXAMINER	780 NORTH WATER STREET		MILWAUKEE	WI	53202	US
X	GOHN, HANKEY & STICHEL, LLP	ATT: JAN I. BERLAGE	COUNSEL FOR HAROLD MARTIN	201 N. CHARLES STREET - SUITE 2101		BALTIMORE	MD	21201	US
X	GOHN, HANKEY & STICHEL, LLP	ATTN: B DELFINO	COUNSEL FOR HAROLD MARTIN	201 N. CHARLES STREET - SUITE 2101		BALTIMORE	MD	21201	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	GOLDBERG SEGALLA LLP	ATT: B. HOOVER & C. BELTER, ESQ.	COUNSEL FOR THE QUAKER OATS COMPANY	665 MAIN STREET, SUITE 400		BUFFALO	NY	14203	US
X	GOLENBOCK EISEMAN ASSOR BELL & PESKOE LLP	ATT: JONATHAN L. FLAXER, DOUGLAS L. FURTH, ANTHONY M. VASSALLO	COUNSEL FOR PANASONIC AUTO SYS CO OF	CORP OF N.A., FORMERLY KNOWN AS	437 MADISON AVENUE	NEW YORK	NY	10022	US
X	GORLICK, KRAVITZ & LISTHAUS, P.C.	ATT: BARBARA S. MEHLSACK, ESQ.	COUNSEL FOR IUOE, LOCALS IUOE 101, IUOE 18S & IUOE	17 STATE STREET, 4TH FLOOR		NEW YORK	NY	10004	US
X	GOULSTON & STORRS, P.C.	ATT: DOUGLAS B. ROSNER, ESQ.	COUNSEL FOR 767 FIFTH PARTNERS LLC AND	400 ATLANTIC AVENUE		BOSTON	MA	02110	US
X	GOULSTON & STORRS, P.C.	ATT: GREGORY O. KADEN, ESQ.	COUNSEL FOR 767 FIFTH PARTNERS AND BP/CGCENTER I	400 ATLANTIC AVENUE		BOSTON	MA	02110	US
X	GREENBERG TRAUIG, LLP	ATT: B. ZIRINSKY, N. MITCHELL & A. KADISH	COUNSEL FOR PERRY PARTNERS INTERNATIONAL,	200 PARK AVENUE		NEW YORK	NY	10166	US
X	HAHN & HESSEN LLP	ATT: J. DIVACK ESQ.	COUNSEL FOR B.REYNOLDS & G REYNOLDS, JR.	488 MADISON AVENUE, 15TH FLOOR		NEW YORK	NY	10022	US
X	HAHN LOESER & PARKS LLP	ATT: LEE D. POWAR & DANIEL A. DEMARCO & ROCCO I. DEBITETTO		200 PUBLIC SQUARE, SUITE 2800		CLEVELAND	OH	44114	US
X	HALPERIN BATTAGLIA RAICHT, LLP	ATT: CHRISTOPHER J. BATTAGLIA & JULIE D. DAYAS, ESQ.	COUNSEL FOR MACQUARIE EQUIPMENT	555 MADISON AVENUE, 9TH FLOOR		NEW YORK	NY	10022	US
X	HARMAN BECKER AUTOMOTIVE SYSTEMS, INC.			39001 WEST 12 MILE ROAD		FARMINGTON HILLS	MI	48331	US
X	HARTER SECREST & EMERY LLP	ATTN MARK C. SMITH	COUNSEL FOR MAGUIRE FAMILY PROPERTIES, INC.	1600 BAUSCH & LOMB PLACE		ROCHESTER	NY	14604	US
X	HAUSFELD LLP	ATTN: STEIG D. OLSON, ESQ., MICHAEL HAUSFELD	COUNSEL FOR BALINTULO PLAINTIFFS	11 BROADWAY, SUITE 615		NEW YORK	NY	10004	US
X	HAYNES AND BOONE LLP	ATT: JONATHAN HOOK, ESQ.	COUNSEL FOR AIRGAS, INC.	1221 AVENUE OF THE AMERICAS 26TH FL		NEW YORK	NY	10020	US
X	HAYNES AND BOONE LLP	ATT: PATRICK L. HUGHES	COUNSEL FOR AIRGAS, INC.	1221 MCKINNEY, SUITE 2100		HOUSTON	TX	77010	US

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X	HAYNES AND BOONE LLP	ATTN: CHARLES A. BECKMAN & BROOKS HAMILTON	COUNSEL FOR EXXON MOBIL CORPORATION	1221 MCKINNEY, SUITE 2100		HOUSTON	TX	77010	US
X	HAYNES AND BOONE, LLP	ATTN: JUDITH ELKIN	COUNSEL FOR CEVA LOGISTICS	1221 AVENUE OF THE AMERICAS, 26TH FLOOR		NEW YORK	NY	10020	US
X	HAYNES AND BOONE, LLP	ATTN: MATTHEW E. RUSSELL, ESQ.	ATTY OFR EXXON MOBIL CORPORATION	1221 AVENUE OF THE AMERICAS, 26TH FL		NEW YORK	NY	10020	US
X	HAYNSWORTH SINKLER BOYD, P.A.	ATTN: WILLIAM H. SHORT, JR., ESQ.	COUNSEL FOR SOUTH CAROLINA AUTOMOBILE	POST OFFICE BOX 11889		COLUMBIA	SC	29211	US
X	HERRICK, FEINSTEIN LLP	ATT: STEPHEN B. SELBST & PAUL RUBIN	COUNSEL FOR BRIDGESTONE AMERICAS TIRE	2 PARK AVENUE		NEW YORK	NY	10016	US
X	HESS CORPORATION	ATT: ELIZABETH ANNE CARINI CURRENTI, ESQ.		1 HESS PLAZA		WOODBRI GE	NJ	07095	US
X	HEWLETT-PACKARD COMPANY LP	ATT: RAMONA NEAL, SENIOR COUNSEL		11311 CHINDEN BOULEVARD	MAIL STOP 314	BOISE	ID	83714	US
X	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY	ATT: AMY S. CHIPPERSON, ESQ.		200 CONNELL DR	STE 5000	BERKELEY HTS	NJ	07922	US
X	HINCKLEY, ALLEN & SNYDER LLP	ATT: THOMAS H CURRAN, PAUL F O'DONNELL & JENNIFER V DORAN	COUNSEL FOR DAVE DELANEY'S COLUMBIA BUICK-	28 STATE STREET		BOSTON	MA	02109	US
X	HISCOCK & BARCLAY LLP	ATTN SUSAN R KATZOFF ESQ	COUNSEL FOR THE SCHAEFER GROUP INC	ONE PARK PLACE	300 SOUTH STATE STREET	SYRACUSE	NY	13202	US
X	HISCOCK & BARCLAY, LLP	ATT: SUSAN R. KATZOFF, ESQ.		ONE PARK PLACE	300 SOUTH STATE STREET	SYRACUSE	NY	13202	US
X	HOGAN & HARTSON LLP	ATT: SCOTT A. GOLDEN & BRIAN J GRIECO, ESQ.	COUNSEL FOR NEWS AMERICA INCORPORATED	875 THIRD AVENUE		NEW YORK	NY	10022	US
X	HONIGMAN MILLER SCHWARTZ AND COHN LLP	ATT: TRICIA A. SHERICK, ESQ.	COUNSEL FOR GENERAL MOTORS CORPORATION	2290 FIRST NATIONAL BUILDING	660 WOODWARD AVENUE	DETROIT	MI	48226	US
X	HONIGMAN MILLER SCHWARTZ AND COHN LLP	ATTN JOSEPH R SGROI ESQ	COUNSEL FOR GENERAL MOTORS CORPORATION	2290 FIRST NATIONAL BUILDING	660 WOODWARD AVENUE	DETROIT	MI	48226	US

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X	HONIGMAN MILLER SCHWARTZ AND COHN LLP	ATTN ROBERT B WEISS ESQ	COUNSEL FOR GENERAL MOTORS CORPORATION	2290 FIRST NATIONAL BUILDING	660 WOODWARD AVENUE	DETROIT	MI	48226	US
X	HOWARD COUNTY OFFICE OF LAW	ATT: CAMELA J. SANDMANT, ASSISTANT COUNTY SOLICITOR		GEORGE HOWARD BUILDING	3430 COURTHOUSE DRIVE	ELLCOTT CITY	MD	21043	US
X	HUNTER & SCHANK CO., LPA	ATT: JOHN J. HUNTER, JR., ESQ.	COUNSEL FOR ZF FRIEDRICHSHAFEN AG	ONE CANTON SQUARE	1700 CANTON AVENUE	TOLEDO	OH	43604	US
X	HUNTER & SCHANK CO., LPA	ATT: THOMAS J. SCHANK, ESQ.	COUNSEL FOR ZF FRIEDRICHSHAFEN AG	ONE CANTON SQUARE	1700 CANTON AVENUE	TOLEDO	OH	43604	US
X	ICE MILLER LLP	ATTN HENRY E. EFROYMSON	COUNSEL FOR HOUGHTON INTERNATIONAL,	AND HONEYWELL INTERNATIONAL, INC.	ONE AMERICAN SQUARE, SUITE 2900	INDIANAPOLIS	IN	46282	US
X	IMPERICAL COUNTY TREASURER-TAX COLLECTOR			KAREN VOGEL, TREASURER TAX COLLECTOR	940 WEST MAIN STREET, SUITE 106	EL CENTRO	CA	92243	US
X	INDUSTRY CANADA, LEGAL SERVICES	ATT: ANNE BOUDREAU		235 QUEEN STREET	OTTAWA, ON K1A OH5				CA
X	INTERNAL REVENUE SERVICE	ATTN: INSOLVENCY SECTION		290 BROADWAY		NEW YORK	NY	10007	US
X	INTERNAL REVENUE SERVICE	ATTN: INSOLVENCY SECTION		P.O. BOX 21126		PHILADELPHIA	PA	19114	US
X	INTERNATIONAL UNION OF OPERATING ENGINEERS	ATT: RICHARD GRIFFIN, GENERAL COUNSEL		1125 SEVENTEENTH STREET, NW		WASHINGTON	DC	20036	US
X	INTERNATIONAL UNION, UAW	ATT: DANIEL SHERRICK & NIRAJ GANATRA, LEGAL DEPT.	COUNSEL FOR INTERNATIONAL UNION, UAW	8000 EAST JEFFERSON AVENUE		DETROIT	MI	48214	US
X	IVEY, BARNUM AND O'MARA, LLC	ATTN: MELISSA ZELEN NEIER, ESQ.	COUNSEL FOR SONIC AUTOMOTIVE, INC.	170 MASON STREET		GREENWICH	CT	06830	US
X	J.L. SAFFER, P.C.	ATTN: JENNIFER L. SAFFER, ESQ.	COUNSEL FOR TMI CUSTOM AIR SYSTEMS, INC.	450 FASHION AVE	STE 1400	NEW YORK	NY	10123	US
X	JACKSON WALKER L.L.P.	ATTN HEATHER M. FORREST, ESQ.	COUNSEL FOR FLOWSERVE CORPORATION	901 MAIN STREET, SUITE 6000		DALLAS	TX	75202	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	JACKSON WALKER L.L.P.	ATTN JEFFREY G. HAMILTON, ESQ.	COUNSEL FOR FLOWSERVE CORPORATION	901 MAIN STREET, SUITE 6000		DALLAS	TX	75202	US
X	JAFFE, RAITT, HEUER, & WEISS, P.C.	ATT: RICHARD E. KRUGER	COUNSEL FOR THE BMW GROUP	27777 FRANKLIN RD. SUITE 2500		SOUTHFIELD	MI	48034	US
X	JENNER & BLOCK LLP	ATTN: DANIEL R. MURRAY & JOSEPH P. GROMACKI		SPECIAL COUNSEL FOR DEBTORS	353 N. CLARK ST.	CHICAGO	IL	60654	US
X	JENNER & BLOCK LLP	ATTN: PATRICK J. TROSTLE & HEATHER D. MCARN		SPECIAL COUNSEL FOR DEBTORS	919 THIRD AVENUE, 37TH FLOOR	NEW YORK	NY	10022	US
X	JIM BARNARD CHEVROLET, INC.	ATT: ALLYN BARNARD, PRESIDENT		7107 BUFFALO ROAD		CHURCHVILLE	NY	14428	US
X	JOHNSON, HEARN, VINEGAR, GEE & GLASS, PLLC	ATT: JEAN WINBORNE BOYLES, ESQ.	COUNSEL FOR D & J AUTOMOTIVE, LLC	P.O. BOX 1776		RALEIGH	NC	27602	US
X	JUANITA PEREZ WILLIAMS, ESQ.		COUNSEL FOR THE CITY OF SYRACUSE	CORPORATION COUNSEL	300 CITY HALL	SYRACUSE	NY	13202	US
X	K&L GATES LLP	ATT: JEFFREY N. RICH & ERIC T. MOSER, ESQS.	COUNSEL FOR PPG INDUSTRIES, INC.	599 LEXINGTON AVENUE		NEW YORK	NY	10022	US
X	KAYE SCHOLER LLP	ATT: RICHARD G. SMOLEV & STEWART B. HERMAN	COUNSEL FOR PHILLIP MORRIS CAPITAL CORP	425 PARK AVENUE		NEW YORK	NY	10022	US
X	KEATING MUETHING & KLEKAMP PLL	ATTN: JASON V. STITT, ESQ.	COUNSEL FOR CINTAS CORPORATION	ONE EAST FOURTH STREET, SUITE 1400		CINCINNATI	OH	45202	US
X	KELLEY & FERRARO, L.L.P.	ATT: THOMAS M. WILSON, ESQ.	COUNSEL FOR ASBESTOS TORT CLAIMANTS	2200 KEY TOWER	127 PUBLIC SQUARE	CLEVELAND	OH	44114	US
X	KELLEY DRYE & WARREN LLP	ATTN: DAVID RETTER, PAMELA BRUZZESE-SZCZGIEL, JENNIFER CHRISTIAN, ESQS	COUNSEL FOR LAW DEBENTURE TRUST COMPANY OF NEW	101 PARK AVENUE		NEW YORK	NY	10178	US
X	KELLEY DRYE & WARREN, LLP	ATT: JAMES S. CARR & JORDAN A. BERGMAN, ESQS	COUNSEL FOR BP CANADA ENERGY MARKETING CORP.	101 PARK AVENUE		NEW YORK	NY	10178	US
X	KENNEDY, JENNIK & MURRAY P.C.	ATTN: SUSAN JENNIK, ESQ.		113 UNIVERSITY PLACE	7TH FL	NEW YORK	NY	10003	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	KENNEDY, JENNIK & MURRAY P.C.	ATTN: THOMAS M KENNEDY, ESQ.		113 UNIVERSITY PLACE	7TH FL	NEW YORK	NY	10003	US
X	KERR, RUSSELL AND WEBER, PLC	ATT: P. WARREN HUNT, ESQ. & JAMES DELINE	COUNSEL FOR AVL AMERICAS, INC.	500 WOODWARD AVENUE, SUITE 2500		DETROIT	MI	48226	US
X	KERR, RUSSELL AND WEBER, PLC	ATTN: JAMES E. DELINE, ESQ.	COUNSEL FOR WINDSOR MOLD INC.	500 WOODWARD AVENUE, SUITE 2500		DETROIT	MI	48226	US
X	KILPATRICK & ASSOCIATES, P.C.	ATT: RICHARDO I. KILPATRICK & LEONORA K. BAUGHMAN	COUNSEL FOR OAKLAND COUNTY TREASURER	903 N. OPDYKE ROAD, SUITE C		AUBURN HILLS	MI	48326	US
X	KIRK P. WATSON, ESQ			ASBESTOS TRUST ADMINISTRATOR	2301 WOODLAWN BOULEVARD	AUSTIN	TX	78703	US
X	KLEHR HARRISON HARVEY BRANZBURG & ELLERS LLP	ATTN MORTON R BRANZBURG	COUNSEL FOR MANUFACTURERS & TRADERS TRUST	260 S BROAD STREET		PHILADELPHIA	PA	19102	US
X	KNAPP CHEVROLET			815 HOUSTON AVENUE		HOUSTON	TX	77007	US
X	KOHRMAN JACKSON & KRANTZ, PLL	ATT: JAMES W. EHRMAN, ESQ.	COUNSEL FOR SUNNYSIDE AUTOMOTIVE VI,	ONE CLEVELAND CENTER, 20TH FLOOR	1375 EAST NINTH STREET	CLEVELAND	OH	44114	US
X	KOTZ, SANGSTER, WYSOCKI AND BERG, P.C.	ATTN: FREDERICK A. BERG , ESQS	COUNSEL FOR APPLIED MANUFACTURING	400 RENAISSANCE CENTER, SUITE 3400		DETROIT	MI	48243	US
X	KRAMER LEVIN NAFTALIS & FRANKEL LLP	ATTN: THOMAS MOERS MAYER, R SCHMIDT, LAUREN MACKSOUD, JEN SHARRET,	COUNSEL FOR THE OFFICIAL UNSECURED	1177 AVENUE OF THE AMERICAS		NEW YORK	NY	10036	US
X	KUPELIAN ORMOND & MAGY, P.C.	ATT: TERRANCE HILLER, DAVID BLAU, PAUL MAGY, MATTHEW SCHLEGEL	COUNSEL FOR LA PRODUCTIONS, LLC	25800 NORTHWESTERN HIGHWAY, SUITE		SOUTHFILED	MI	48075	US
X	LAMBERT, LESER, ISACKSON, COOK & GIUNTA, P.C.	ATTN: ADAM D. BRUSKI, ESQ.	COUNSEL FOR LINAMAR CORP & MAHAR TOOL	916 WASHINGTON AVENUE, SUITE 309		BAY CITY	MI	48708	US
X	LAMBERT, LESER, ISACKSON, COOK & GIUNTA, P.C.	ATTN: SUSAN M. COOK, ESQ.	COUNSEL FOR LINAMAR CORP & MAHAR TOOL	916 WASHINGTON AVENUE, SUITE 309		BAY CITY	MI	48708	US
X	LATHAM & WATKINS LLP	ATTN: ROBERT J. ROSENBERG & ADAM J. GOLDBERG	COUNSEL FOR ALLISON TRANSMISSION,	885 THIRD AVENUE, SUITE 1000		NEW YORK	NY	10022	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	LAW OFFICE OF ETHAN GANC	ATTN ETHAN D. GANC, ESQ.	COUNSEL FOR WILLIAM BRADFORD JONES	109 W. 26TH STREET, SUITE 4A		NEW YORK	NY	10001	US
X	LAW OFFICES OF GABRIEL DEL VIRGINIA	ATT: GABRIEL DEL VIRGINIA, ESQ.	COUNSEL FOR HESS CORPORATION	488 MADISON AVE		NEW YORK	NY	10022	US
X	LAWRENCE JAY KRAINES, ESQ.			14235 DICKENS STREET, SUITE 4		SHERMAN OAKS	CA	91423	US
X	LECLAIRRYAN P.C	ATT: MICHAEL E. HASTINGS & MICHAEL T. CONWAY, ESQS	ATTY OF HONEYWELL INTERNATIONAL	830 THIRD AVENUE, 5TH FLOOR		NEW YORK	NY	10022	US
X	LEVY RATNER P.C.	ATT: SUZANNE HEPNER, RYAN J. BARBUR & ROBERT H. STROUP	COUNSEL FOR UNITED STEELWORKERS	80 EIGHTH AVENUE, 8TH FLOOR		NEW YORK	NY	10011	US
X	LEWIS LAW PLLC	ATT: KENNETH M. LEWIS	COUNSEL FOR JOHANN HAY GMBH & CO. KG	120 BLOOMINGDALE RD., SUITE 100		WHITE PLAINS	NY	10605	US
X	LINEBARGER GOGGAN BLAIR & SAMPSON LLP	ATT: ELIZABETH WELLER, ESQ.	COUNSEL FOR TARRANT COUNTY & DALLAS COUNTY	2323 BRYAN STREET, SUITE 1600		DALLAS	TX	75201	US
X	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	ATT: JOHN P. DILLMAN, ESQ.		STATE OF TEXAS TAXING AUTHORITIES	POST OFFICE BOX 3064	HOUSTON	TX	77253	US
X	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	ATTN: DIANE W. SANDERS, ESQ.	COUNSEL FOR CAMERON COUNTY, HARLINGEN,	2700 VIA FORTUNA DRIVE, SUITE 400	P.O. BOX 17428	AUSTIN	TX	78760	US
X	LOCKE LORD BISSELL & LIDDELL LLP	ATT: KEVIN J. WALSH, ESQ.	COUNSEL FOR: METHODE ELECTRONICS, INC.	3 WORLD FINANCIAL CTR FL 20		NEW YORK	NY	10281	US
X	LOWENSTEIN SANDLER PC	ATT: MICHAEL S. ETKIN, S. JASON TEELE, IRA M. LEVEE	COUNSEL FOR GROUP 1 AUTOMOTIVE, INC.	1251 AVENUE OF THE AMERICAS		NEW YORK	NY	10022	US
X	LOWENSTEIN SANDLER PC	ATT: MICHAEL S. ETKIN, S. JASON TEELE, IRA M. LEVEE	COUNSEL FOR GROUP 1 AUTOMOTIVE, INC.	65 LIVINGSTON AVENUE		ROSELAND	NJ	07068	US
X	LOWENSTEIN SANDLER PC	ATTN MICHAEL S. ETKIN, ESQ.	COUNSEL FOR FLOWSERVE CORPORATION	1251 AVENUE OF THE AMERICAS, 18TH FLOOR		NEW YORK	NY	10022	US
X	LOWENSTEIN SANDLER PC	ATTN MICHAEL S. ETKIN, ESQ.	COUNSEL FOR FLOWSERVE CORPORATION	65 LIVINGSTON AVENUE		ROSELAND	NJ	07068	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	LOWENSTEIN SANDLER PC	ATTN S. JASON TEELE, ESQ.	COUNSEL FOR FLOWSERVE CORPORATION	1251 AVENUE OF THE AMERICAS, 18TH FLOOR		NEW YORK	NY	10022	US
X	LOWENSTEIN SANDLER PC	ATTN S. JASON TEELE, ESQ.	COUNSEL FOR FLOWSERVE CORPORATION	65 LIVINGSTON AVENUE		ROSELAND	NJ	07068	US
X	MADDIN, HAUSER, WARTELL, ROTH & HELLER, P.C.	ATTN: KATHLEEN H. KLAUS, ESQ.	COUNSEL FOR M-TECH ASSOCIATES	28400 NORTHWESTERN HWY., 3RD FLOOR		SOUTHFIELD	MI	48034	US
X	MADDIN, HAUSER, WARTELL, ROTH & HELLER, P.C.	ATTN: MICHAEL S. LIEB, ESQ.	COUNSEL FOR SOUTH TROY TECH, LLC	28400 NORTHWESTERN HWY., 3RD FLOOR		SOUTHFIELD	MI	48034	US
X	MADISON COUNTY, TAX COLLECTOR	ATT: LYNDA HALL		MADISON COUNTY COURT HOUSE	100 NORTHSIDE SQUARE	HUNTSVILLE	AL	35801	US
X	MATTA BLAIR, PLC	ATT: STEVEN A. MATTA, ESQ.	COUNSEL FOR CHARTER TOWNSHIP OF	4145 DUBLIN DRIVE, SUITE 100		BLOOMFIELD HILLS	MI	48302	US
X	MAZZEO SONG & BRADHAM LLP	ATTN: DAVID H. HARTHEIMER, ESQ.	COUNSEL FOR CLARCOR, INC. AND TOTAL FILTRATION	708 THIRD AVENUE, 19TH FLOOR		NEW YORK	NY	10017	US
X	MCCARTER & ENGLISH, LLP	ATT: CHARLES A. STANZIALE, JR.		NEW JERSEY SELF INSURERS GUARANTY	FOUR GATEWAY CENTER	NEWARK	NJ	07102	US
X	MCCARTER & ENGLISH, LLP	ATT: JEFFREY T. TESTA, ESQ.		FOUR GATEWAY CENTER	100 MULBERRY STREET	NEWARK	NJ	07102	US
X	MCCARTHY, LEBIT, CRYSTAL & LIFFMAN CO., L.P.A.	ATTN: KIMBERLY A. BRENNAN, ESQ.	COUNSEL FOR DEALER TIRE, LLC	101 WEST PROSPECT AVENUE, SUITE		CLEVELAND	OH	44115	US
X	MCCARTHY, LEBIT, CRYSTAL & LIFFMAN CO., L.P.A.	ATTN: ROBERT R. KRACHT, ESQ.	COUNSEL FOR DEALER TIRE, LLC	101 WEST PROSPECT AVENUE, SUITE		CLEVELAND	OH	44115	US
X	MCCREARY VESELKA BRAGG & ALLEN PC	ATTN MICHAEL REED ESQ	COUNSEL FOR LOCAL TEXAS TAXING	PO BOX 1269		ROUND ROCK	TX	78680	US
X	MCKENNA LONG & ALDRIDGE LLP	ATT: CHARLES E. DORKEY III	COUNSEL FOR EVGENY A. FRIEDMAN	230 PARK AVENUE, SUITE 1700		NEW YORK	NY	10169	US
X	MCKENNA LONG & ALDRIDGE LLP	ATT: CHRISTOPHER F. GRAHAM, ESQ.	COUNSEL FOR INDUSTRY CANADA	230 PARK AVENUE STE 1700		NEW YORK	NY	10169	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	MCKENNA LONG & ALDRIDGE LLP	ATT: JESSICA H. MAYES, ESQ.	COUNSEL FOR INDUSTRY CANADA	230 PARK AVENUE, SUITE 1700		NEW YORK	NY	10169	US
X	MCNAMEE, LOCHNER, TITUS & WILLIAMS, P.C.	ATT: JACOB F. LAMME, ESQ.	COUNSEL FOR ST. REGIS MOHAWK TRIBE	677 BROADWAY		ALBANY	NY	12207	US
X	MCNAMEE, LOCHNER, TITUS & WILLIAMS, P.C.	ATT: JOHN J. PRIVITERA, ESQ.	COUNSEL FOR ST. REGIS MOHAWK TRIBE	677 BROADWAY		ALBANY	NY	12207	US
X	MELTZER, PURTILL & STELLE, LLC	ATT: FORREST B. LAMMIMAN	COUNSEL FOR BROADWAY IN CHICAGO LLC	300 SOUTH WACKER DRIVE, SUITE 3500		CHICAGO	IL	60606	US
X	MEYER, SUOZZI, ENGLISH & KLEIN, P.C.	ATT: EDWARD J. LOBELLO, ESQ.	COUNSEL FOR PITNEY BOWES, INC, PITNEY BOWES	1350 BROADWAY, SUITE 501	P.O. BOX 822	NEW YORK	NY	10018	US
X	MEYER, SUOZZI, ENGLISH & KLEIN, P.C.	ATT: EDWARD LOBELLO, ALAN MARDER. JIL MAZER-MARINO, J. RANDO CRISTIANO	COUNSEL FOR INT'L UNION UAW AND UAW ET AL	990 STEWART AVENUE, SUITE 300		GARDEN CITY	NY	11530	US
X	MEYER, SUOZZI, ENGLISH & KLEIN, P.C.	ATT: HANAN B. KOLKO, ESQ.	COUNSEL FOR INT'L UNION UAW AND UAW ET AL	1350 BROADWAY, SUITE 501	P.O. BOX 822	NEW YORK	NY	10018	US
X	MICHAEL A. COX, ATTY GENERAL			KATHLLEN A. GARDINER, ASST. ATTY GENERAL	CADILLAC PLACE	DETROIT	MI	48202	US
X	MICHAEL S. HOLMES, P.C.	ATT: MICHAEL S. HOLMES, ESQ.	COUNSEL FOR OAKS L-M, INC. DBA WESTPOINT	8100 WASHINGTON AVENUE, SUITE		HOUSTON	TX	77007	US
X	MICHIGAN ENVIRONMENT, NATURAL RESOURCES AND AGRICULTURE DIVISION	ATTN: CELESTE R. GILL, ASSISTANT ATTORNEY GENERAL	COUNSEL FOR MICHIGAN DEPARTMENT OF	525 W. OTTAWA, 6TH FLOOR, G. MENNE	P.O. BOX 30755	LANSING	MI	48909	US
X	MICHIGAN FUNDS ADMINISTRATION			7201 W. SAGINAW HWY, STE 110		LANSING	MI	48917	US
X	MICHIGAN WORKERS' COMPENSATION AGENCY			7150 HARRIS DR.		DIMONDALE	MI	48821	US
X	MICHIGAN WORKERS' COMPENSATION AGENCY			7150 HARRIS DRIVE	PO BOX 30016	LANSING	MI	48909	US
X	MIKE BARNARD CHEVROLET-CADILLAC-BUICK-PONTIAC-GMC, INC.	ATT: MICHAEL E. BARNARD, PRESIDENT		616 THAYER ROAD		FAIRPORT	NY	14450	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	MILBANK, TWEED, HADLEY & MCCLOY LLP	ATT: TYSON M. LOMAZOW & SAMUEL A. KHALIL, ESQ.	COUNSEL FOR: MANUFACTURERS AND TRADERS	1 CHASE MANHATTAN PLAZA		NEW YORK	NY	10005	US
X	MILLER JOHNSON	ATT THOMAS P. SARB, ESQ	COUNSEL FOR BENTELEER AUTOMOTIVE	250 MONROE AVE., STE 800		GRAND RAPIDS	MI	49501	US
X	MILLER JOHNSON	ATTN: ROBERT D. WOLFORD, ESQ.	COUNSEL FOR MICO INDUSTRIES, INC.	250 MONROE AVENUE, N.W., SUITE 800	P.O. BOX 306	GRAND RAPIDS	MI	49501	US
X	MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.	ATT: DONALD J. HUTCHINSON, ESQ.	COUNSEL FOR LANSING BOARD OF WATER & LIGHT	150 WEST JEFFERSON AVENUE, SUITE		DETROIT	MI	48226	US
X	MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.	ATT: SUSAN I. ROBBINS, ESQ.	COUNSEL FOR LANSING BOARD OF WATER & LIGHT	500 FIFTH AVENUE, SUITE 1815	ATT: SUSAN I. ROBBINS, ESQ.	NEW YORK	NY	10110	US
X	MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.	ATT: TIMOTHY A. FUSCO, ESQ.	COUNSEL FOR COUNTY OF WAYNE, MICHIGAN	150 WEST JEFFERSON AVENUE, SUITE		DETROIT	MI	48226	US
X	MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.	ATTN: MARC N. SWANSON, ESQ.	COUNSEL FOR KONGSBERG AUTOMOTIVE, INC.,	KONGSBERG INTERIOR SYS, KONGSBERG	150 WEST JEFFERSON AVENUE, SUITE	DETROIT	MI	48226	US
X	MINTZ, LEVIN, COHN, FERRIS, GLOVSKY & POPEO, P.C.	ATT: PAUL J. RICOTTA, ESQ.	COUNSEL FOR HITACHI, LTD., HITACHI	TOKICO (USA), INC. AND HITACHI CABLE	ONE FINANCIAL CENTER	BOSTON	MA	02111	US
X	MISSOURI DEPARTMENT OF REVENUE	ATT: STEVEN A. GINTHER, ESQ.		BANKRUPTCY UNIT	P.O. BOX 475	JEFFERSON CITY	MO	65105	US
X	MONTGOMERY, MCCRACKEN, WALKER & RHOADS, LLP	COUNSEL FOR STEVEN KAZAN, ESQ.	COUNSEL FOR STEVEN KAZAN, ESQ.	ATTN: NATALIE RAMSEY & JOSEPH O'NEIL,	123 SOUTH BROAD STREET	PHILADELPHIA	PA	19109	US
X	MORGAN, LEWIS & BOCKIUS LLP	ATTN: ANDREW D. GOTTFRIED & ANNIE C. WELLS	ATTYS FOR JPMORGAN CHASE BANK	101 PARK AVENUE		NEW YORK	NY	10178	US
X	MORGAN, LEWIS & BOCKIUS LLP	ATTN: ANDREW GOTTFRIED		101 PARK AVENUE		NEW YORK	NY	10178	US
X	MORGAN, LEWIS & BOCKIUS LLP	ATTN: EMMELINE S. LIU, ESQS	COUNSEL FOR FMR CORP.	101 PARK AVENUE		NEW YORK	NY	10178	US
X	MORGAN, LEWIS & BOCKIUS LLP	ATTN: MICHAEL A. BLOOM & RACHEL JAFFE MAUCERI, ESQS	COUNSEL FOR ARAMARK HOLDINGS	1701 MARKET STREET		PHILADELPHIA	PA	19103	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	MOSES & SINGER LLP	ATTN JAMES M. SULLIVAN, ESQ.	COUNSEL FOR THE TIMKEN COMPANY & THE TIMKEN	THE CHRYSLER BUILDING	405 LEXINGTON AVENUE	NEW YORK	NY	10174	US
X	MOTLEY RICE LLC	ATT: JEANETTE M. GILBERT, JOSEPH F. RICE, JOHN A. BADEN IV, ESQS	COUNSEL FOR ASBESTOS TORT CLAIMANTS	28 BRIDGESIDE BLVD.		MT. PLEASANT	SC	29464	US
X	MOTORS LIQUIDATION COMPANY	ATTN: THOMAS MORROW		FKA GENERAL MOTORS CORP	401 SOUTH OLD WOODWARD AVENUE	BIRMINGHAM	MI	48009	US
X	MOTORS LIQUIDATION COMPANY	ATTN: THOMAS MORROW		401 SOUTH OLD WOODWARD AVENUE, STE 370		BIRMINGHAM	MI	48265	US
X	MUCH SHELIST DENENBERG AMENT AND RUBENSTEIN, P.C.	ATT: COLLEEN E. MCMANUS, ESQ.	COUNSEL FOR BRANDENBURG INDUSTRIAL	191 NORTH WACKER DRIVE, SUITE 1800		CHICAGO	IL	60606	US
X	MUNSCH HARDT KOPF & HARR, P.C.	ATT: MARY W. KOKS	COUNSEL FOR JIS PERFORMING PARTY GROUP	700 LOUISIANA, SUITE 4600		HOUSTON	TX	77002	US
X	MYERS & FULLER, P.A.	ATT: RICHARD SOX, ESQ.	COUNSEL FOR GREATER NEW YORK AUTOMOBILE	2822 REMINGTON GREEN CIRCLE		TALLAHASSEE	FL	32308	US
X	N.W. BERNSTEIN & ASSOCIATES, LLC	ATT: NORMAN W. BERNSTEIN, ESQ.	COUNSEL FOR ENVIRONMENTAL CONSERVATION	800 WESTCHESTER AVENUE, SUITE		RYE BROOK	NY	10573	US
X	NAGEL RICE, LLP	ATTN: DIANE E. SAMMONS & JAY J. RICE, ESQ.	COUNSEL FOR NTSEBEZA	103 EISENHOWER PARKWAY		ROSELAND	NJ	07068	US
X	NAHINS & GOIDEL, P.C.	ATT: BORAH GOLDSTEIN ALTSCHULER & JEFFREY CHANCAS		377 BROADWAY		NEW YORK	NY	10013	US
X	NARMCO GROUP	ATTN: GARY KELLY		2575 AIRPORT ROAD	WINDSOR, ONTARIO N8W 1Z4				CA
X	NELSON MULLINS RILEY & SCARBOROUGH LLP	ATT: GEORGE CAUTHEN, CAMERON CURRIE, ESQS	COUNSEL FOR MICHELIN TIRE CORP.	1320 MAIN STREET, 17TH FLOOR	POST OFFICE BOX 11070	COLUMBIA	SC	29201	US
X	NELSON MULLINS RILEY & SCARBOROUGH LLP	ATT: PETER J. HALEY, ESQ.	COUNSEL FOR MICHELIN TIRE CORP.	200 CLARENDON ST FL 35		BOSTON	MA	02116	US
X	NEW YORK CITY DEPT. OF FINANCE	ATTN: LEGAL AFFAIRS - DEVORA COHN		345 ADAMS ST-3RD FLOOR		BROOKLYN	NY	11201	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	NEW YORK STATE DEPARTMENT OF LAW	ATT: MAUREEN F. LEARY, ASSISTANT ATTORNEY GENERAL		ENVIRONMENTAL PROTECTION BUREAU	THE CAPITOL	ALBANY	NY	12224	US
X	NEW YORK STATE DEPARTMENT OF LAW	ATT: SUSAN L. TAYLOR, ASSISTANT ATTORNEY GENERAL		ENVIRONMENTAL PROTECTION BUREAU	THE CAPITOL	ALBANY	NY	12224	US
X	NEW YORK STATE DEPT TAXATION & FINANCE	ATTN: BANKRUPTCY/SPECIAL PROC. SECT.		PO BOX 5300		ALBANY	NY	12205	US
X	NEW YORK STATE, DEPT. OF LABOR	ATTN: STEVEN KOTON, ASSISTANT ATTY GENERAL		C/O ANDREW CUOMO, ATTY GENERAL OF THE	120 BROADWAY, 26TH FLOOR	NEW YORK	NY	10271	US
X	NORTH AMERICA TONNAGE LINDE, INC.	ATT: JEFFREY J. JOHNS, COMMERCIAL DIRECTOR		575 MOUNTAIN AVENUE		MURRAY HILL	NJ	07974	US
X	OFFICE OF ATTORNEY GENERAL FOR PENNSYLVANIA	ATT: CAROL E. MOMJIAN, SENIOR DEPUTY ATTY GENERAL	COUNSEL FOR COMMONWEALTH OF PA., DEPT OF	21 S. 12TH STREET, 3RD FLOOR		PHILADELPHIA	PA	19107	US
X	OFFICE OF THE ATTORNEY GENERAL			ANDREW M. CUOMO	120 BROADWAY	NEW YORK	NY	10271	US
X	OFFICE OF THE OHIO ATTORNEY GENERAL	ATT: LUCAS WARD, ESQ.	COUNSEL FOR STATE OF OHIO	150 EAST GAY STREET, 21ST FLOOR		COLUMBUS	OH	43215	US
X	OFFICE OF THE UNITED STATES TRUSTEE			TRACY HOPE DAVIS	33 WHITEHALL STREET	NEW YORK	NY	10004	US
X	OFFICE OF WESTCHESTER COUNTY ATTY	ATT: MELISSA-JEAN ROTINI, ESQ.		148 MARTINE AVENUE, 6TH FLOOR		WHITE PLAINS	NY	10601	US
X	OHIO ATTORNEY GENERAL	ATT: MICHELLE T. SUTTER, PRINCIPAL ASST. ATTORNEY GENERAL	COUNSEL FOR OHIO ENVIRONMENTAL PROTECTION	ENVIRONMENTAL ENFORCEMENT SECTION	30 E. BROAD STREET, 25TH FLOOR	COLUMBUS	OH	43215	US
X	ORNELAS, CASTILLO & ORNELAS, PLLC	ATT: S. ORNELAS & M. CASTILLO JR.		401 EAST HILLSIDE RD., 2ND FLOOR		LAREDO	TX	78041	US
X	ORRICK HERRINGTON & SUTCLIFF LLP	ATTN: RICHARD H WYRON, ESQ.		COLUMBIA CENTER	1152 15TH STREET, N.W	WASHINGTON	DC	20005	US
X	ORRICK HERRINGTON & SUTCLIFF LLP	ATTN: ROGER FRANKEL, ESQ		COLUMBIA CENTER	1152 15TH STREET, N.W	WASHINGTON	DC	20005	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	ORRICK, HERRINGTON & SUTCLIFFE LLP	ATT: LORRAINE S. MCGOWEN	COUNSEL FOR FISHER AUTOMOTIVE, INC.	51 WEST 52ND STREET		NEW YORK	NY	10019	US
X	ORRICK, HERRINGTON & SUTCLIFFE LLP	ATTN: JOHN ANSBRO	COUNSEL FOR HELLA KGAA HUECK; HELLA	666 FIFTH AVENUE		NEW YORK	NY	10103	US
X	ORRICK, HERRINGTON & SUTCLIFFE LLP	ATTN: RICHARD H. WYRON	COUNSEL FOR FISHER AUTOMOTIVE, INC.	COLUMBIA CENTER	1152 15TH STREET, N.W.	WASHINGTON	DC	20005	US
X	ORUM & ROTH, LLC	ATTN: MARK D. ROTH, ESQ.	COUNSEL FOR NICOR GAS	53 WEST JACKSON BOULEVARD		CHICAGO	IL	60604	US
X	OSLER, HOSKIN & HARCOURT LLP	ATTN: TRACY C SANDLER, ESQ.		100 KING STREET WEST	1 FIRST CANADIAN PLACE, SUITE				CA
X	OTTERBOURG STEINDLER HOUSTON & ROSEN PC	ATTN: JONATHAN N. HELFAT, ESQ., STEVEN SOLL, ESQ.		230 PARK AVENUE		NEW YORK	NY	10169	US
X	OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.	ATT: DANIEL WALLEN, MELANIE L. CYGANOWSKI, JONATHAN N. HELFAT &	COUNSEL FOR GMAC LLC AND ITS AFFILIATES	STEVEN B. SOLL, ESQS.	230 PARK AVENUE	NEW YORK	NY	10169	US
X	P. RICHARD HARTLEY			415 E. COMMERCE STREET, SUITE 101	POST OFFICE BOX 583	GREENVILLE	AL	36037	US
X	PADDOCK CHEVROLET, INC.	ATT: DUANE PADDOCK, PRESIDENT		3232 DELAWARE AVENUE		KENMORE	NY	14217	US
X	PARKER POE ADAMS & BERNSTEIN LLP	ATTN: KIAH T. FORD IV, ESQ.	COUNSEL FOR SONIC AUTOMOTIVE, INC.	THREE WACHOVIA CENTER	401 S. TRYON STREET, SUITE 3000	CHARLOTTE	NC	28202	US
X	PAUL WEISS RIFKIND WHARTON & GARRISON LLP	ANDREW N. ROSENBERG, ESQ.		1285 AVENUE OF THE AMERICAS		NEW YORK	NY	10019	US
X	PAUL, HASTINGS, JANOFSKY & WALKER LLP	ATT: HARVEY A. STRICKON, ESQ.	COUNSEL FOR ROLLS-ROYCE	75 EAST 55TH STREET		NEW YORK	NY	10022	US
X	PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP	ATT: ALAN W. KORNBERG ESQ.	COUNSEL FOR ENTERPRISE RENT-A-CAR COMPANY	1285 AVENUE OF THE AMERICAS		NEW YORK	NY	10019	US
X	PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP	ATT: ALAN W. KORNBERG, REBECCA ZUBATY ESQS.	COUNSEL FOR DANA HOLDING CORPORATION	1285 AVENUE OF THE AMERICAS		NEW YORK	NY	10019	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP	ATT: ANDREW ROSENBERG, BRIAN HERMANN, MARGARET PHILLIPS	COUNSEL FOR INFORMAL GROUP OF HOLDERS OF GM	1285 AVENUE OF THE AMERICAS		NEW YORK	NY	10019	US
X	PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP	ATTN: STEPHEN J. SHIMSHAK & PHILIP A. WEINTRAUB	COUNSEL FOR RYDER INTEGRATED	1285 AVENUE OF THE AMERICAS		NEW YORK	NY	10019	US
X	PENSION BENEFIT GUARANTY CORPORATION	ATTN: ISRAEL GOLDOWITZ, KAREN MORRIS, JOHN MENKE,		OFFICE OF THE GENERAL COUNSEL	RALPH L LANDY, MICHAEL A. MARICCO, ESQS.	WASHINGTON	DC	20005	US
X	PENSKE AUTO GROUP			18600 SOUTH HAWTHORNE BOULEVARD		TORRANCE	CA	90504	US
X	PEPPER HAMILTON LLP	ATT: EDWARD C. TOOLE & LINDA J. CASEY	COUNSEL FOR BURLINGTON NORTHERN SANTE	3000 TWO LOGAN SQUARE	EIGHTEENTH AND ARCH STREETS	PHILADELPHIA	PA	19103	US
X	PEPPER HAMILTON LLP	ATT: HENRY J. JAFFE & JAMES C. CARIGNAN	COUNSEL FOR SKF USA INC.	HERCULES PLAZA, SUITE 5100	1313 MARKET STREET, P.O. BOX 1709	WILMINGTON	DE	19899	US
X	PEPPER HAMILTON LLP	ATTN KAY STANDRIDGE KRESS, ESQ.	COUNSEL FOR SATTERLEE, ROSE AND SPRINGFIELD	100 RENAISSANCE CENTER, STE. 3600		DETROIT	MI	48243	US
X	PEPPER HAMILTON LLP	ATTN LAURA M. LEITNER	COUNSEL FOR CHANNELVANTAGE, INC.	THE NEW YORK TIMES BUILDING	620 EIGHTH AVENUE, 37TH FLOOR	NEW YORK	NY	10018	US
X	PEPPER HAMILTON LLP	ATTN LAURA M. LEITNER	COUNSEL FOR NOVODYNAMICS, INC.,	THE NEW YORK TIMES BUILDING	620 EIGHTH AVENUE, 37TH FLOOR	NEW YORK	NY	10018	US
X	PEPPER HAMILTON LLP	ATTN LAURA M. LEITNER	COUNSEL FOR PILKINGTON NORTH AMERICA, INC.	THE NEW YORK TIMES BUILDING	620 EIGHTH AVENUE, 37TH FLOOR	NEW YORK	NY	10018	US
X	PEPPER HAMILTON LLP	ATTN LAURA M. LEITNER	COUNSEL FOR URBAN SCIENCE APPLICATIONS, INC.	THE NEW YORK TIMES BUILDING	620 EIGHTH AVENUE, 37TH FLOOR	NEW YORK	NY	10018	US
X	PEPPER HAMILTON LLP	ATTN LAURA M. LEITNER	COUNSEL FOR VALEO SYLVANIA, L.L.C.	THE NEW YORK TIMES BUILDING	620 EIGHTH AVENUE, 37TH FLOOR	NEW YORK	NY	10018	US
X	PEPPER HAMILTON LLP	ATTN: LAURA M. LEITNER	COUNSEL FOR SKF USA INC	THE NEW YORK TIMES BUILDING	620 EIGHTH AVENUE, 37TH FLOOR	NEW YORK	NY	10018	US
X	PEPPER-HAMILTON LLP	ATTN: LAURA M. LEITNER	COUNSEL FOR OSRAM SYLVANIA PRODUCTS, INC.	THE NEW YORK TIMES BUILDING	620 EIGHTH AVE. 37TH FLOOR	NEW YORK	NY	10018	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.	ATT: ELIZABETH BANDA CALVO	COUNSEL FOR ARLINGTON ISD	P.O. BOX 13430		ARLINGTON	TX	76094	US
X	PETER M. HOBAICA LLC	ATTN PETER M. HOBAICA	COUNSEL FOR ROBERT N. CURRI	2045 GENESEE STREET		UTICA	NY	13501	US
X	PETER M. HOBAICA LLC	ATTN PETER M. HOBAICA, ESQ.		2045 GENESEE STREET		UTICA	NY	13501	US
X	PHILIP MORRIS USA			2335 BELLS RD		RICHMOND	VA	23234	US
X	PIMA COUNTY			C/O BARBARA LAWALL, CIVIL DIVISION	T. ROBERTS & G. YUSUFOV, DEPUTY COUNTY	TUCSON	AZ	85701	US
X	PLATZER, SWERGOLD, KARLIN, LEVINE, GOLDBERG & JASLOW, LLP	ATT: TERESA SADUTTO-CARLEY, ESQ.	COUNSEL FOR CANON FINANCIAL SERVICES, INC.	1065 AVENUE OF THE AMERICAS, 18TH FLOOR		NEW YORK	NY	10018	US
X	PLUNKETT COONEY	ATT: DAVID A. LERNER, ESQ.	COUNSEL FOR G-TECH PROFESSIONAL	38505 WOODWARD AVENUE, SUITE		BLOOMFIELD HILLS	MI	48304	US
X	PLUNKETT COONEY	ATTN: DOUGLAS C. BERNSTEIN & MICHAEL A. FLEMING	COUNSEL FOR DENSO INTERNATIONAL	38505 WOODWARD AVENUE, SUITE		BLOOMFIELD HILLS	MI	48304	US
X	PORZIO BROMBERG & NEWMAN P.C.	ATT: JOHN MAIRO & ROBERT SCHECHTER	COUNSEL FOR RAUFOSS AUTOMOTIVE	100 SOUTHGATE PARKWAY		MORRISTOWN	NJ	07962	US
X	POTTER ANDERSON & CORROON LLP	ATT: DAVID BALDWIN, THERESA BROWN-EDWARDS, R. STEPHEN MCNEILL, ESQS.	COUNSEL FOR NORFOLK SOUTHERN	HERCULES PLAZA, 6TH FLOOR	1313 NORTH MARKET STREET P.O. BOX 951	WILMINGTON	DE	19801	US
X	PREVIANT, GOLDBERG, UELMEN, GRATZ, MILLER & BRUEGGEMAN, S.C.	ATT: SARA J. GEENEN, ESQ.		1555 N. RIVERCENTER DRIVE, SUITE 202	P.O. BOX 12993	MILWAUKEE	WI	53212	US
X	PREVIANT, GOLDBERG, UELMEN, GRATZ, MILLER & BRUEGGEMAN, S.C.	ATTN: FREDERICK PERILLO		1555 N. RIVERCENTER DRIVE, SUITE 202	P.O. BOX 12993	MILWAUKEE	WI	53212	US
X	PRONSKE & PATEL PC	ATTN RAKHEE V PATEL ESQ	COUNSEL FOR BOYD BRYANT	2200 ROSS AVENUE SUITE 5350		DALLAS	TX	75201	US
X	PROSKAUER ROSE LLP	ATT: SCOTT K. RUTSKY & ADAM T. BERKOWITZ	COUNSEL FOR STATE STREET BANK AND TRUST	11 TIMES SQ		NEW YORK	NY	10036	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	PRYOR CASHMAN LLP	ATTN CONRAD K. CHIU, ESQ.	COUNSEL FOR BANK OF VALLETTA PLC	7 TIMES SQUARE		NEW YORK	NY	10036	US
X	PRYOR CASHMAN LLP	ATTN PATRICK SIBLEY	COUNSEL FOR SPCP GROUP, L.L.C.	7 TIMES SQUARE		NEW YORK	NY	10036	US
X	PRYOR CASHMAN LLP	ATTN RONALD S. BEACHER	COUNSEL FOR BANK OF VALLETTA P.L.C.	7 TIMES SQUARE		NEW YORK	NY	10036	US
X	PYEONG HWA AUTOMOTIVE CO., LTD.			1032 DAECHEON-DONG	DALSEO-GU				KR
X	QUARLES & BRADY LLP	ATT: FAYE FEINSTEIN & CHRISTOPHER COMBEST	COUNSEL FOR UNITED PARCEL SERVICE, INC.; UPS	300 NORTH LASALLE STREET, SUITE 4000		CHICAGO	IL	60654	US
X	R. ELPING, K. DINE & E. CARRIG			1540 BROADWAY		NEW YORK	NY	11036	US
X	RABINOWITZ, LUBETKIN & TULLY, L.L.C.	ATTN: JONATHAN I. RABINOWITZ, ESQ.	COUNSEL FOR THE RABINOWITZ FAMILY, LLC	293 EISENHOWER PARKWAY, SUITE 100		LIVINGSTON	NJ	07039	US
X	RADHA R. M NARUMANCHI			657 MIDDLETON AVENUE		NEW HAVEN	CT	06513	US
X	RAY QUINNEY & NEBEKER P.C.	ATT: STEPHEN C. TINGEY		36 SOUTH STATE STREET, SUITE 1400	P.O. BOX 45385	SALT LAKE CITY	UT	84145	US
X	RAYTHEON PROFESSIONAL SERVICES LLC			22265 PACIFIC BLVD		STERLING	VA	20166	US
X	REED SMITH LLP	ATT ERIC A. SCHAFFER, ESQ.	COUNSEL FOR UNITED STATES STEEL	225 5TH AVE STE 1200		PITTSBURGH	PA	15222	US
X	REED SMITH LLP	ATT: KURT F. GWYNNE, ESQ.	COUNSEL FOR UNITED STATES STEEL	1201 MARKET STREET, SUITE 1500		WILMINGTON	DE	19801	US
X	REID AND REIGE, P.C.	ATT: CAROL A. FELICETTA, ESQ.	COUNSEL FOR BARNES GROUP INC.	1 FINANCIAL PLZ	FL 21	HARTFORD	CT	06103	US
X	RHOADES MCKEE	ATTN: TERRY L. ZABEL, ESQ.	COUNSEL FOR BAY LOGISTICS, INC.	161 OTTAWA AVENUE, NW, SUITE 600		GRAND RAPIDS	MI	49503	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	RICHARD M. ALLEN, ESQ			223 EGREMONT PLAIN RD, PMB 108		NORTH EGREMONT	MA	01252	US
X	RICHARD W. MARTINEZ, APLC	ATT: RICHARD W. MARTINEZ, ESQ.	COUNSEL FOR W A THOMAS CO. AND SPECIALTY ENGINE	228 ST. CHARLES AVENUE, SUITE 1310		NEW ORLEANS	LA	70130	US
X	RICHARDS KIBBE & ORBE LLP	ATT: MICHAEL FRIEDMAN	COUNSEL FOR AVERITT EXPRESS INC.	ONE WORLD FINANCIAL CENTER		NEW YORK	NY	10281	US
X	RICHARDS KIBBE & ORBE LLP	ATTN JOON P. HONG	COUNSEL FOR MORGAN STANLEY & CO.	ONE WORLD FINANCIAL CENTER		NEW YORK	NY	10281	US
X	RICHARDS KIBBE & ORBE LLP	ATTN JOON P. HONG	COUNSEL FOR GOLDMAN SACHS & CO.	ONE WORLD FINANCIAL CENTER		NEW YORK	NY	10281	US
X	RICHARDS KIBBE & ORBE LLP	ATTN NEIL S. BINDER	COUNSEL FOR MORGAN STANLEY & CO.	ONE WORLD FINANCIAL CENTER		NEW YORK	NY	10281	US
X	RICHARDS KIBBE & ORBE LLP	ATTN NEIL S. BINDER	COUNSEL FOR GOLDMAN SACHS & CO.	ONE WORLD FINANCIAL CENTER		NEW YORK	NY	10281	US
X	RIDDELL WILLIAMS P.S.	ATT: JOSEPH E. SHICKICH, ESQ.	COUNSEL FOR MICROSOFT CORP AND MICROSOFT	1001 - 4TH AVENUE, SUITE 4500		SEATTLE	WA	98154	US
X	RIKER, DANZIG, SCHERER, HYLAND & PERRETTI LLP	ATT: J. ALEX KRESS & KEVIN J. LARNER, ESQ	COUNSEL FOR NIJECT SERVICES COMPANY	500 FIFTH AVENUE, SUITE 4920		NEW YORK	NY	10110	US
X	RIKER, DANZIG, SCHERER, HYLAND & PERRETTI LLP	ATT: J. ALEX KRESS & KEVIN J. LARNER, ESQ.	COUNSEL FOR NIJECT SERVICES COMPANY	HEADQUARTERS PLAZA	ONE SPEEDWELL AVENUE	MORRISTOWN	NJ	07962	US
X	RK CHEVROLET/RK AUTO GROUP			2661 VIRGINIA BEACH BOULEVARD		VIRGINIA BEACH	VA	23451	US
X	ROBERT BOSCH LLC	ATTN: JUDITH LOWITZ ADLER, ESQ.		ASSISTANT GENERAL COUNSEL	38000 HILLS TECH DRIVE	FARMINGTON HILLS	MI	48331	US
X	ROBERT N. CURRI			150 KERBER ROAD	C/O PETER M HOBAICA - ATTY IN FACT	FRANKFORT	NY	13340	US
X	ROBERT T. SMITH, ESQ.		COUNSEL FOR CNI ENTERPRISES, INC	1451 EAST LINCOLN AVENUE		MADISON HEIGHTS	MI	48071	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	ROBINSON BROG LEINWAND GREENE GENOVESE & GLUCK P.C.	ATT: RUSSELL P. MCRORY, ESQ.	COUNSEL FOR SATURN OF HEMPSTEAD, INC.	875 3RD AVE FL 9		NEW YORK	NY	10022	US
X	ROBINSON WATERS & O'DORISIO, P.C.	ATT: ANTHONY L. LEFFERT, ESQ.	COUNSEL FOR ENVIRONMENTAL TESTING	1099 18TH STREET, SUITE 2600		DENVER	CO	80202	US
X	ROPER MAJESKI KOHN & BENTLEY	ATTN N KATHLEEN STRICKLAND		201 SPEAR STREET SUITE 1000		SAN FRANCISCO	NY	94105	US
X	SATTERLEE STEPHENS BURKE & BURKE LLP	ATT: CHRISTOPHER BELMONTE & PAMELA BOSSWICK, ESQS	COUNSEL FOR MOODY'S INVESTORS	230 PARK AVENUE		NEW YORK	NY	10169	US
X	SAUL EWING LLP	ATT: ADAM H. ISENBERG, ESQ.	COUNSEL FOR JAC PRODUCTS, INC.	CENTRE SQUARE WEST	1500 MARKET STREET, 38TH FLOOR	PHILADELPHIA	PA	19102	US
X	SAUL EWING LLP	ATT: JEFFREY C. HAMPTON, ESQ.	COUNSEL FOR JAC PRODUCTS, INC.	CENTRE SQUARE WEST	1500 MARKET STREET, 38TH FLOOR	PHILADELPHIA	PA	19102	US
X	SAUL EWING LLP	ATTN: TERESA K.D. CURRIER, ESQ.	COUNSEL FOR JOHNSON MATTHEY TESTING & DEV;	222 DELAWARE AVENUE, SUITE 1200	P.O. BOX 1266	WILMINGTON	DE	19899	US
X	SCHAFFER AND WEINER, PLLC	ATT: RYAN D. HEILMAN, ESQ.	COUNSEL FOR HIROTEC AMERICA	40950 WOODWARD AVENUE, SUITE		BLOOMFIELD HILLS	MI	48304	US
X	SCHNADER HARRISON SEGAL & LEWIS LLP	ATT: BENJAMIN P. DEUTSCH, ESQ.	COUNSEL FOR AD HOC COMMITTEE OF CONSUMER	140 BROADWAY, SUITE 3100		NEW YORK	NY	10005	US
X	SCHNADER HARRISON SEGAL & LEWIS LLP	ATTN BARRY E BRESSLER ESQ	COUNSEL FOR AD HOC COMMITTEE OF CONSUMER	1600 MARKET STREET SUITE 3600		PHILADELPHIA	PA	19103	US
X	SCHOENL KEVIN M			SCHOENL, CONNIE	20 JADE CREEK DR	HILTON	NY	14468	US
X	SCHULTE ROTH & ZABEL LLP	ATTN: DAVID J. KARP AND ADAM HARRIS, ESQS.	COUNSEL FOR PARNASSUS HOLDINGS II, LLC;	PARTNERS II, LP	919 THIRD AVENUE	NEW YORK	NY	10022	US
X	SECURITIES AND EXCHANGE COMMISSION	ATTN: ANDREW N. VOLLMER, ACTING GEN. COUNSEL		100 F STREET, ND		WASHINGTON	DC	20549	US
X	SECURITIES AND EXCHANGE COMMISSION	ATTN: MARK SCHONFELD, REGIONAL DIRECTOR		3 WORLD FINANCIAL CENTER	SUITE 400	NEW YORK	NY	10281	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	SEYBURN, KAHN, GINN, BESS & SERLIN P.C.	ATT: DAVID T. LIN, ESQ.	COUNSEL FOR SUPERIOR ACQUISITION, INC.	GREAT LAKES COMPANY	2000 TOWN CENTER, SUITE 1500	SOUTHFIELD	MI	48075	US
X	SEYBURN, KAHN, GINN, BESS & SERLIN, P.C.	ATT: DAVID LIN	COUNSEL FOR SUPERIOR ACQUISITION, INC.	GREAT LAKES COMPANY	2000 TOWN CENTER, SUITE 1500	SOUTHFIELD	MI	48075	US
X	SFS LAW GROUP	ATTN DENNIS O'DEA	COUNSEL FOR DWAYNE MAYTON	9930 MONROE ROAD, SUITE 103		MATTHEWS	NC	28105	US
X	SHAPE CORP.	ATTN: BUDD BRINK		1900 HAYES STREET		GRAND HAVEN	MI	49417	US
X	SHAW GUSSIS FISHMAN GLANTZ WOLFSON & TOWBIN LLC	ATT: BRIAN L. SHAW, ESQ.	COUNSEL FOR ATC LOGISTICS & ELECTRONICS, INC.	321 N. CLARK STREET, SUITE 800		CHICAGO	IL	60654	US
X	SHEARMAN & STERLING LLP	ATTN: FREDRIC SOSNICK & JILL FRIZZLEY, ESQS	COUNSEL FOR AMERICAN AXLE MANUFACTURING	599 LEXINGTON AVENUE		NEW YORK	NY	10022	US
X	SHEPPARD MULLIN RICHTER & HAMPTON LLP	ATT: EDWARD TILLINGHAST, MALANI CADEMARTORI, BLANKA WOLFE	COUNSEL FOR SYNOPSIS, INC.	30 ROCHEFELLER PLAZA, 24TH FLOOR		NEW YORK	NY	10112	US
X	SHINN FU CORPORATION	C/O ARTHUR A. CHAYKIN, ESQ.		10939 N. POMONA AVE.		KANSAS CITY	MO	64153	US
X	SIDLEY AUSTIN	ATTN STEVEN M BIERMAN	COUNSEL FOR WELLS FARGO BANK NORTHWEST,	787 SEVENTH AVENUE		NEW YORK	NY	10019	US
X	SIDLEY AUSTIN LLP	ATTN COURTNEY A. ROSEN	COUNSEL FOR WELLS FARGO BANK NORTHWEST,	ONE SOUTH DEARBORN		CHICAGO	IL	60603	US
X	SIDLEY AUSTIN LLP	ATTN KENNETH P. KANSA	COUNSEL FOR WELLS FARGO BANK NORTHWEST,	ONE SOUTH DEARBORN		CHICAGO	IL	60603	US
X	SIDLEY AUSTIN LLP	ATTN NICHOLAS K. LAGEMANN	COUNSEL FOR WELLS FARGO BANK NORTHWEST,	787 SEVENTH AVENUE		NEW YORK	NY	10019	US
X	SIDLEY AUSTIN LLP	ATTN: KENNETH P. KANSA, ESQ.	COUNSEL FOR THE LENDER GROUP	ONE SOUTH DEARBORN		CHICAGO	IL	60603	US
X	SILVERMAN & MORRIS, P.L.L.C.	ATTN: GEOFFREY L. SILVERMAN & KARIN F. AVERY, ESQS	COUNSEL FOR CASSENS TRANSPORT	7115 ORCHARD LAKE ROAD, SUITE 500		WEST BLOOMFIELD	MI	48322	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	SILVERMANACAMPORA LLP	ATT: ADAM L. ROSEN, ESQ.	COUNSEL FOR LEO BURNETT DETROIT, INC, STARCOM	DIGITAS, INC., PUBLICIS GROUPE OPERATING DIV,	100 JERICHO QUADRANGLE, SUITE 300	JERICHO	NY	11753	US
X	SIMPSON THACHER & BARTLETT LLP	ATTN: DAVID J. MACK, ESQ.		425 LEXINGTON AVENUE		NEW YORK	NY	10017	US
X	SIMPSON THACHER & BARTLETT LLP	ATTN: PETER V. PANTALEO, ESQ.		425 LEXINGTON AVENUE		NEW YORK	NY	10017	US
X	SINGER & LEVICK P.C.	ATT: LARRY A. LEVICK, ESQ.; MICHELLE E. SHIRRO	COUNSEL FOR AFFILIATED COMPUTER	16200 ADDISON ROAD, SUITE 140		ADDISON	TX	75001	US
X	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP	ATTN: JOHN WM. BUTLER, JR., ESQ.	COUNSEL FOR DELPHI CORPORATION	ATTN: RON W MEISLER, ESQ.	155 N. WACKER DRIVE, SUITE 2700	CHICAGO	IL	60606	US
X	SMITH & PARTNERS	ATT: NICOLE B. BOEHLER	COUNSEL FOR JOHANN HAY GMBH & CO. KG	HERRENBERGER STRASSE 12	71032 BOEBLINGEN				DE
X	SMITH & PARTNERS	ATT: NICOLE B. BOEHLER		HERRENBERGER STRASSE 12		BOEBLINGEN		71032	DE
X	SPECTRUM GROUP MANAGEMENT LLC			C/O DAVID D.R. BULLOCK	1250 BROADWAY, SUITE 810	NEW YORK	NY	10001	US
X	SQUIRE, SANDERS & DEMPSEY, L.L.P.	ATTN: G. CHRISTOPHER MEYER, ESQ.	COUNSEL FOR TRW AUTOMOTIVE U.S. LLC ; TRW	4900 KEY TOWER	127 PUBLIC SQUARE	CLEVELAND	OH	44114	US
X	STAHL COWEN CROWLEY ADDIS LLC	ATT: TRENT P. CORNELL, ESQ.	COUNSEL FOR GM NAT'L RETIREE ASS., OVER THE	55 WEST MONROE STREET, SUITE 1200		CHICAGO	IL	60603	US
X	STARK REAGAN	ATTN: J. CHRISTOPHER CALDWELL, ESQ.	COUNSEL FOR SATTERLUND SUPPLY COMPANY	1111 W. LONG LAKE ROAD, SUITE 202		TROY	MI	48098	US
X	STEMBER FEINSTEIN DOYLE & PAYNE, LLC	ATT: WILLIAM PAYNE, J. STEMBER, E. DOYLE, S. PINCUS, P. EWING, J. HURT	COUNSEL FOR INT'L UNION UAW AND UAW ET AL	429 FORBES AVENUE	ALLEGHENY BUILDING STE 1705	PITTSBURGH	PA	15219	US
X	STEMBER FEINSTEIN DOYLE AND PAYNE LLC	ELLEN M DOYLE, ESQ. & JOEL HURT, ESQ. & PAMINA EWING, ESQ.		429 FORBES AVENUE	ALLEGHENY BUILDING STE 1705	PITTSBURGH	PA	15219	US
X	STEMBER FEINSTEIN DOYLE AND PAYNE LLC	JOHN STEMBER, ESQ.		429 FORBES AVENUE	ALLEGHENY BUILDING STE 1705	PITTSBURGH	PA	15219	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	STEMBER FEINSTEIN DOYLE AND PAYNE LLC	STEPHEN M. PINCUS, ESQ.		429 FORBES AVENUE	ALLEGHENY BUILDING STE 1705	PITTSBURGH	PA	15219	US
X	STEPHEN H. GROSS, ESQ.		COUNSEL FOR DELL MARKETING LP AND DELL	35 OLD SPORT HILL ROAD		EASTON	CT	06612	US
X	STEVENSON & BULLOCK PLC	ATTN: CHARLES D. BULLOCK, ESQ.	COUNSEL FOR FATA AUTOMATION, INC.	26100 AMERICAN DR STE 500		SOUTHFIELD	MI	48034	US
X	STEVENSON & BULLOCK PLC	ATTN: SONYA N. GOLL, ESQ.	COUNSEL FOR FATA AUTOMATION, INC.	26100 AMERICAN DR STE 500		SOUTHFIELD	MI	48034	US
X	STITES & HARBISON PLLC	ATT: ROBERT C. GOODRICH JR & MADISON L. MARTIN	COUNSEL FOR BRIDGESTONE AMERICAS TIRE	401 CHURCH STREET, SUITE 800		NASHVILLE	TN	37219	US
X	STITES & HARBISON, PLLC	ATT: BRIAN H. MELDRUM, ESQ.	COUNSEL FOR AKEBONO CORP.	400 W. MARKET STREET, SUITE 1600		LOUISVILLE	KY	40202	US
X	STREUSAND & LANDON, LLP	ATTN: SABRINA L. STREUSAND, ESQ.	COUNSEL FOR DELL MARKETING, L.P. AND DELL	811 BARTON SPRINGS RD STE 811		AUSTIN	TX	78704	US
X	STUTZMAN BROMBERG ESSERMAN & PLIFKA PC	ATTN SANDER ESSERMAN PETER D'APICE JO HARTWICK JACOB NEWTON	COUNSEL FOR AD HOC COMMITTEE OF ASBESTOS	2323 BRYAN STREET SUITE 2200		DALLAS	TX	75201	US
X	STUTZMAN BROMBERG ESSERMAN & PLIFKA PC	ATTN: SANDER ESSERMAN, ROBERT BROUSSEAU, PETER D'APICE, JO HARTWICK	COUNSEL FOR DEAN M. TRAFELET IN HIS CAPACITY AS	LEGAL REPRESENTATIVE FOR FUTURE	2323 BRYAN STREET, SUITE 2200	DALLAS	TX	75201	US
X	SULLIVAN & WORCESTER LLP	ATT: HIERSTEINER, DARCEY, ZUCCARELLO, GROVES & BODELL	COUNSEL FOR US BANK NATIONAL ASSOCIATION	ONE POST OFFICE SQUARE		BOSTON	MA	02109	US
X	SULLIVAN, WARD, ASHER & PATTON, P.C.	ATTN: DAVID J. SELWOCKI, ESQ.		1000 MACCABEES CENTER	25800 NORTHWESTERN HIGHWAY	SOUTHFIELD	MI	48037	US
X	TEAM CHEVROLET, INC.	ATT: THOMAS STEIGERWALD, VICE PRESIDENT		ROUTE 16		OLEAN	NY	14760	US
X	TEITELBAUM & BASKIN, LLP	ATT: JAY TEITELBAUM	COUNSEL FOR JOHANN HAY GMBH & CO. KG	3 BARKER AVENUE, THIRD FLOOR		WHITE PLAINS	NY	10601	US
X	TENNESSEE ATTORNEY GENERAL'S OFFICE	ATT: ROBERT COOPER & MARVIN CLEMENTS	COUNSEL FOR TENNESSEE DEPARTMENT OF	BANKRUPTCY DIVISION	PO BOX 20207	NASHVILLE	TN	37202	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	THE CHURCH OF THE GOOD NEWS			1599 COLUMBUS AVENUE		BOSTON	MA	02119	US
X	THE CREDITOR'S LAW GROUP, PC	ATT: DAVID J. RICHARDSON	COUNSEL FOR LG ELECTRONICS	2301 HYPERION AVENUE, STE. A		LOS ANGELES	CA	90027	US
X	THE GARDEN CITY GROUP INC	ATTN: BARBARA KEANE		1985 MARCUS AVENUE		LAKE SUCCESS	NY	11042	US
X	THE TEXAS ATTORNEY GENERAL'S OFFICE	ATTN: J. CASEY ROY, ASST. ATTORNEY GENERAL	COUNSEL FOR TEXAS DEPT OF TRANSPORTATION,	BANKRUPTCY & COLLECTIONS DIVISION	P.O. BOX 12548, MC-008	AUSTIN	TX	78711	US
X	THE UNIVERSITY OF MICHIGAN OFFICE OF THE V P AND GENERAL COUNSEL	ATT: DEBRA A. KOWICH, ESQ.	COUNSEL FOR THE BOARD OF REGENTS OF THE UNIVERSITY	503 THOMPSON STREET, ROOM 5048		ANN ARBOR	MI	48109	US
X	THE VALLEY CADILLAC CORPORATION	ATT: EDWARD T. MEAGHAR, JR., PRESIDENT		3100 WINTON ROAD SOUTH		ROCHESTER	NY	14623	US
X	THOMPSON COBURN LLP	ATTN: ROBERT H. BROWNLEE, ESQ.	COUNSEL FOR MARITZ HOLDINGS, INC. FKA MARITZ	ONE U.S. BANK PLAZA, SUITE 2600		ST. LOUIS	MO	63101	US
X	TIPOTEX CHEVROLET, INC.			1600 N. EXPRESSWAY 77/83		BROWNSVILLE	TX	78521	US
X	TORRE, LENTZ, GAMELL, GARY & RITTMASER, LLP	ATT: MARK S. GAMELL, ESQ.	COUNSEL FOR SAFECO INSURANCE	100 JERICHO QUADRANGLE, SUITE 309		JERICHO	NY	11753	US
X	TORRES EDWARD ZUNIGA			BERMUDEZ, GENOVEVA	C/O COHEN & ASSOCIATES	SCOTTSDALE	AZ	85255	US
X	TORYS LLP	ATT: ALISON D. BAUER ESQ	COUNSEL FOR HYDROGENICS CORPORATION;	1114 AVENUE OF THE AMERICAS FL 23		NEW YORK	NY	10036	US
X	TOYOTA BOSHOKU AMERICA, INC.			28000 WEST PARK DRIVE		NOVI	MI	48377	US
X	TOYOTA MOTOR SALES U.S.A, INC.	ATT: TOBIN LIPPERT		19001 SOUTH WESTERN AVE, HQ12		TORRANCE	CA	90509	US
X	TRENK DIPASQUALE WEBSTER DELLA FERA & SODONA, P.C.	ATT: SAM DELLA FERA, JR., ESQ.	COUNSEL FOR SIKA CORPORATION	347 MT. PLEASANT AVENUE, SUITE		WEST ORANGE	NJ	07052	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	TROUTMAN SANDERS LLP	ATT: BRETT D. GOODMAN, ESQ., THE CHRYSLER BUILDING	COUNSEL FOR ALLIED AUTOMOTIVE	AND TRANSPORT SUPPORT LLC	405 LEXINGTON AVENUE	NEW YORK	NY	10174	US
X	TROUTMAN SANDERS LLP	ATT: JEFFREY W. KELLEY, ESQ.	COUNSEL FOR ALLIED AUTOMOTIVE	AND TRANSPORT SUPPORT LLC	600 PEACHTREE STREET, NE SUITE 5200	ATLANTA	GA	30308	US
X	TRW AUTOMOTIVE U.S. LLC			12001 TECH CENTER DRIVE		LIVONIA	MI	48150	US
X	U.S. TREASURY	ATTN: JOSEPH SAMARIAS, ESQ.		1500 PENNSYLVANIA AVENUE NW	ROOM 2312	WASHINGTON	DC	20220	US
X	UNDERWOOD & ASSOCIATES, P.C.	ATT: OTIS M. UNDERWOOD JR.		167 S. WASHINGTON ST.		OXFORD	MI	48371	US
X	UNION PACIFIC RAILROAD COMPANY	ATTN: MARY ANN KILGORE, ESQ.		1400 DOUGLAS STREET, STOP 1580		OMAHA	NE	68179	US
X	UNITED STATES ATTORNEY	ATTN: NATALIE KUEHLER, ESQ., AND DAVID S. JONES, ESQS.		FOR THE SOUTHERN DISTRICT OF NEW	86 CHAMBERS STREET, 3RD FLOOR	NEW YORK	NY	10007	US
X	UNITED STATES ATTORNEY'S OFFICE	ATTN: CLAIMS UNIT - ROOM 417		ONE ST. ANDREWS PLAZA		NEW YORK	NY	10007	US
X	UNITED STATES BANKRUPTCY COURT			SOUTHERN DISTRICT OF NEW YORK	THE HONORABLE ROBERT E GERBER	NEW YORK	NY	10004	US
X	UNITED STATES DEPARTMENT OF THE TREASURY	ATTN: CHIEF COUNSEL, OFFICE OF FINANCIAL STABILITY		1500 PENNSYLVANIA AVENUE NW		WASHINGTON	DC	20220	US
X	UNITED STATES DEPARTMENT OF THE TREASURY	ATTN: OFFICE OF GENERAL COUNSEL		1500 PENNSYLVANIA AVENUE, NW		WASHINGTON	DC	20220	US
X	UNITED STATES DEPT. OF JUSTICE	ATTN: ANTI-TRUST DIVISION		950 PENNSYLVANIA AVENUE, NW		WASHINGTON	DC	20530	US
X	UNITED STATES DEPT. OF JUSTICE	ATTN: ERIC H. HOLDER, JR., ATTORNEY GENERAL		950 PENNSYLVANIA AVENUE, NW		WASHINGTON	DC	20530	US
X	UNITED STEELWORKERS	ATT: DAVID R. JURY, ESQ.		FIVE GATEWAY CENTER, SUITE 807		PITTSBURGH	PA	15222	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	VEDDER PRICE	MICHAEL EDELMAN, ESQ.		1633 BROADWAY	47TH FLOOR	NEW YORK	NY	10019	US
X	VEDDER PRICE P.C.	ATT: MICHAEL EDELMAN, MICHAEL SCHEIN	COUNSEL FOR EXPORT DEVELOPMENT	1633 BROADWAY, 47TH FLOOR		NEW YORK	NY	10019	US
X	VENABLE LLP	ATTN: LAWRENCE A. KATZ, ESQ.	COUNSEL FOR RK CHEVROLET/RK AUTO GROUP	8010 TOWERS CRESCENT DRIVE, SUITE 300		VIENNA	VA	22182	US
X	VINSON & ELKINS L.L.P.	ATT: RONALD L. ORAN, ESQ.	COUNSEL FOR AM GENERAL; GENERAL ENGINE	666 FIFTH AVENUE, 26TH FLOOR		NEW YORK	NY	10103	US
X	VORYS, SATER, SEYMOUR AND PEASE LLP	ATTN: TIFFANY STRELOW COBB, ESQ.	COUNSEL FOR TURNER BROADCASTING	52 EAST GAY STREET		COLUMBUS	OH	43215	US
X	WARNER NORCROSS & JUDD LLP	ATT: GORDON J. TOERING, ESQ.	COUNSEL FOR ROBERT BOSCH GMBH	900 FIFTH THIRD CENTER	111 LYON STREET, NW	GRAND RAPIDS	MI	49503	US
X	WARNER NORCROSS & JUDD LLP	ATT: MICHAEL G. CRUSE	COUNSEL FOR: LUXCONTROL SA	2000 TOWN CENTER, SUITE 2700		SOUTHFIELD	MI	48075	US
X	WARNER NORCROSS & JUDD LLP	ATTN KURT M. BRAUER, ESQ.	COUNSEL FOR THE CITY OF BAY CITY	2000 TOWN CENTER, SUITE 2700		SOUTHFIELD	MI	48075	US
X	WARNER NORCROSS & JUDD LLP	ATTN: STEPHEN B. GROW, ESQ.	COUNSEL FOR GHSP, INC.	900 FIFTH THIRD CENTER	111 LYON STREET, NW	GRAND RAPIDS	MI	49503	US
X	WARREN, DRUGAN & BARROWS, P.C.	ATT: ROBERT L. BARROW, ESQ.	COUNSEL FOR CHARLES CLARK CHEVY, TIPOTEX	800 BROADWAY		SAN ANTONIO	TX	78215	US
X	WASHINGTON DEPARTMENT OF REVENUE			C/O ZACHARY MOSNER, ASST. ATTY GENERAL	800 FIFTH AVENUE, SUITE 2000	SEATTLE	WA	98104	US
X	WEBSTER SZANYI LLP	ATTN NELSON PEREL	COUNSEL FOR HEALTHNOW NEW YORK INC.	1400 LIBERTY BUILDING		BUFFALO	NY	14202	US
X	WEBSTER SZYANYI LLP	ATTN KEVIN T. O'BRIEND	COUNSEL FOR MEMBERS OF THE FRONTIER	1400 LIBERTY BUILDING		BUFFALO	NY	14202	US
X	WEIL, GOTSHAL & MANGES LLP	ATTN: HARVEY R. MILLER, ESQ.		767 FIFTH AVE		NEW YORK	NY	10153	US

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X	WEIL, GOTSHAL & MANGES LLP	ATTN: JOSEPH H. SMOLINSKY, ESQ.		767 FIFTH AVE		NEW YORK	NY	10153	US
X	WEIL, GOTSHAL & MANGES LLP	ATTN: STEPHEN KAROTKIN, ESQ.		767 FIFTH AVE		NEW YORK	NY	10153	US
X	WILDMAN, HARROLD, ALLEN & DIXON	ATT: MICHAEL DOCKTERMAN, JONATHAN YOUNG, RENE FRIEDMAN	COUNSEL FOR LEO BURNETT DETROIT, INC, STARCOM	DIGITAS, INC., PUBLICIS GROUPE OPERATING DIV,	225 WEST WACKER DRIVE, SUITE 3000	CHICAGO	IL	60606	US
X	WILENTZ, GOLDMAN & SPITZER, P.A.	ATT: DEIRDRE WOULFE PACHECO, ESQ.	COUNSEL FOR: BOB MAGUIRE CHEVROLET, INC.	90 WOODBRIDGE CENTER DRIVE	SUITE 900, BOX 10	WOODBRI E	NJ	07095	US
X	WILENTZ, GOLDMAN & SPITZER, P.A.	ATT: LETITIA ACCARRINO, ESQ.	COUNSEL FOR BOB MAGUIRE CHEVROLET, INC.	90 WOODBRIDGE CENTER DRIVE	SUITE 900, BOX 10	WOODBRI E	NJ	07095	US
X	WILLIAM T. GREEN, III, P.C.	ATT: WILLIAM T. GREEN III, ESQ.	COUNSEL FOR LAWRENCE MARSHALL	11 GREENWAY PLAZA, SUITE 2820		HOUSTON	TX	77046	US
X	WILMER CUTLER PICKERING HALE AND DORR LLP	ATT: DENNIS L. JENKINS, ESQ.	COUNSEL FOR PENSION BENEFIT GUARANTY	60 STATE STREET		BOSTON	MA	02109	US
X	WILMER CUTLER PICKERING HALE AND DORR LLP	ATT: PHILIP D. ANKER & MELANIE J. DRITZ, ESQS	COUNSEL FOR PENSION BENEFIT GUARANTY	399 PARK AVENUE		NEW YORK	NY	10022	US
X	WILMINGTON TRUST COMPANY	ATTN: CORPORATE TRUST ACTION		GUC TRUST ADMINISTRATOR	RODNEY SQUARE NORTH	WILMINGTO N	DE	19890	US
X	WINDELS, MARX, LANE & MITTENDORF, LLP	ATTN STEFANO V. CALOGERO, ESQ.	COUNSEL FOR ALLSTATE INSURANCE	ONE GIRALDA FARMS - SUITE 380		MADISON	NJ	07940	US
X	WINSTON & STRAWN LLP	ATTN: CAREY D. SCHREIBER, ESQ.	COUNSEL FOR INTERNATIONAL AUTOMOTIVE	200 PARK AVENUE		NEW YORK	NY	10166	US
X	WINSTON & STRAWN LLP	ATTN: MATTHEW J. BOTICA & CAREY D. SCHREIBER	COUNSEL FOR ASPEN MARKETING SERVICES, INC.	35 WEST WACKER DRIVE		CHICAGO	IL	60601	US
X	WINSTON & STRAWN LLP	ATTN: STEVEN M. SCHWARTZ	COUNSEL FOR CAPGEMINI AMERICA, INC.	200 PARK AVENUE		NEW YORK	NY	10166	US
X	WM. DAVID COFFEY & ASSOCIATES	ATT: WM. DAVID COFFEY, III & MARTIN ALANIZ	COUNSEL FOR: CARDENAS AUTOPLEX, INC.	13810 FM 1826		AUSTIN	TX	78737	US

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	WOLFSON BOLTON PLLC	ATT: SCOTT A. WOLFSON, ESQ.	COUNSEL FOR GUARDIAN AUTOMOTIVE	3150 LIVERNOIS RD., SUITE 275		TROY	MI	48083	US
X	WYLY-ROMMEL, PLLC	ATT: JAMES WYLY & SEAN ROMMEL	COUNSEL FOR BOYD BRYANT	2311 MOORES LANE		TEXARKANA	TX	75503	US
X	ZEEHANDELAR, SABATINO & ASSOCIATES, LLC	ATTN ALESSANDRO SABATINO, JR.		471 EAST BROAD ST. STE. 1200		COLUMBUS	OH	43215	US
X	ZEICHNER ELLMAN & KRAUSE LLP	ATT: STUART A. KRAUSE & BRYAN D. LEINBACH, ESQS	COUNSEL FOR TOYOTA TSUSHO CANADA INC &	575 LEXINGTON AVENUE		NEW YORK	NY	10022	US

Exhibit B

First Class Mail	Creditor Name	Contact Name	Address 1	Address 2	Address 3	City	State	Zip	Country
X	Sullivan Hill Lewin Rez & Engel	Attn: Gary B. Rudolph, Esq.	550 West C Street, 15th Floor			San Diego	CA	92101	US