

POLING, McGAW & POLING, P.C.
D. Douglas McGaw (P24166)
Kathryn E. Driscoll (P69727)
5455 Corporate Drive, Suite 104
Troy, MI 48098
(248) 641-0500

Attorneys for Creditor DeMaria Building Company

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

In Re:

GENERAL MOTORS CORPORATION,

Debtor.

Chapter 11
Case No. 09-50026-reg
Hon. Robert E. Gerber

**FULL WITHDRAWAL OF CREDITOR DEMARIA BUILDING COMPANY'S PROOF
OF CLAIM NUMBER 256 AND FULL WITHDRAWAL OF DEMARIA BUILDING
COMPANY'S OBJECTION TO DEBTOR'S NOTICE OF (I) DEBTORS' INTENT TO
ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED
LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY AND (II) CURE AMOUNTS RELATED
THERE TO.**

NOW COMES Creditor, DEMARIA BUILDING COMPANY, by and through its attorneys, POLING, McGAW & POLING, P.C., and in its Full Withdrawal of its Proof of Claim No. 256 and its Full Withdrawal of its Objection to the Notices of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related thereto (the "Assumption Notices") served upon DeMaria Building Company ("DeMaria") by the above-captioned Debtors and Debtors-in-Possession (collectively, the "Debtors") pursuant to the requirements of the *Order Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006, (I) Approving Procedures for Sale of Debtors' Assets Pursuant to Master Sale and Purchase Agreement*

with Vehicle Acquisition Holdings, LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice, dated June 2, 2009 (the “Sale Procedures Order”, with Docket No. 274) and Order (I) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement with NGMCO, Inc., a U.S. Treasury-Sponsored Purchaser; (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (III) Granting related relief dated July 5, 2009 (the “Sale Authorization Order”, with Docket No. 2968), states unto this Honorable Court as follows:

(1) On or around August 5, 2009 General Motors Corporation (formerly known as NGMCO, Inc.) (hereinafter referred to as the “Purchaser”) submitted its Agreement to Resolve Objection to Cure Notice (“Cure Agreement”) to Creditor DeMaria Building Company, Inc. (a copy of which is attached as Exhibit A).

(2) Pursuant to the terms of the Cure Agreement, Purchaser has agreed to provide payment to DeMaria Building Company in compliance with the terms of the Cure Agreement in the amount of \$1,132,156.98.

(3) That DeMaria Building Company filed its Objection to the Notices of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related thereto (the “Assumption Notices”) with this Court at Docket No. 3841 for the specific reason that the Assumption Notices provided to DeMaria by the Purchaser for the Cure Agreement fail to include any information regarding the actual cure amount specified in the Cure Agreement.

(4) That subsequent to the filing of this Objection, DeMaria Building Company has been assured by the Purchaser that the Cure Amount specified in the Cure Agreement is valid and enforceable as to the benefit of DeMaria Building Company and against the Purchaser.

(5) Upon the express condition that this assurance by the Purchaser regarding the validity and enforceability of the Cure Amount specified in the August 5, 2009 Cure Agreement between DeMaria Building Company and the Purchaser is correct, then DeMaria Building Company conditionally withdrew its Objection filed in this action at Docket No. 3841, as identified above.

(6) DeMaria Building Company filed its Conditional Withdrawal with this Court on August 31, 2009 at Docket No. 3918.

(7) The Purchaser fully satisfied its cure obligations to DeMaria Building Company as set forth in the Cure Agreement.

(8) As a direct result of this complete satisfaction by Purchaser of the Cure Agreement between the Purchaser and DeMaria Building Company, DeMaria Building Company hereby fully withdraws both its:

- (A) Objection to the Notices of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related thereto (the "Assumption Notices") with this Court at Docket No. 3841 (which was conditionally withdrawn at Docket No. 3918); and
- (B) Proof of Claim with Claim No. 256 dated June 9, 2009 (a copy of the DeMaria Building Company's Proof of Claim is attached as Exhibit B).

Dated: April 15, 2010

/s/Kathryn E. Driscoll
D. Douglas McGaw (P24166)
Kathryn E. Driscoll (P69727)
Poling, McGaw & Poling, P.C.
5455 Corporate Drive, Suite 104
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**UNITED STATES BANKRUPTCY COURT
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CERTIFICATE OF SERVICE

STATE OF MICHIGAN)
)§
COUNTY OF OAKLAND)

Kathryn E. Driscoll, being first duly sworn, deposes and says that on April 15, 2010 she did serve a true and correct copy of:

1. Full Withdrawal of Creditor DeMaria Building Company's Proof of Claim No. 256 and Full Withdrawal of Creditor Demaria Building Company's Objection to Debtor's Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (Ii) Cure Amounts Related Thereto.; and
2. This Certificate of Service upon:

the parties to this Chapter 11 Bankruptcy Proceeding by ECF Filing.

/s/Kathryn E. Driscoll

D. Douglas McGaw (P24166)
Kathryn E. Driscoll (P69727)
Poling, McGaw & Poling, P.C.
5455 Corporate Drive, Suite 104
Troy, MI 48098
(248) 641-0500
KDriscoll@pmppc.com
(P69727), Attorneys for DeMaria Building Co.



30009 Van Dyke Avenue
Warren, Michigan 48090

August 5, 2009

DeMaria Building Company, Inc.
P.O. Box 8018
Novi, MI
48376-8018

Re: Agreement to Resolve Objection to Cure Notice

Dear GM Supplier:

This letter is an agreement between General Motors Company (formerly NGMCO, Inc.) ("Purchaser") and DeMaria Building Company, Inc., on behalf of itself and its subsidiaries and affiliates (collectively, "Supplier"), relating to the resolution of Supplier's objection (the "Objection") to a notice of intent to assume and assign certain executory contracts and/or unexpired leases (the "Cure Notice") under § 365 of the Bankruptcy Code (11 U.S.C. §§ 101 *et seq.*) and to evidence the agreement whereby Purchaser is satisfying all Cure Amounts as defined in the Sale Order (as defined below).

On June 1, 2009 (the "Petition Date"), Motors Liquidation Company (formerly General Motors Corporation) ("Old GM") and its debtor-subsiaries commenced Case No. 09-50026 (the "Bankruptcy Case") currently pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Old GM issued to Supplier the Cure Notice in accordance with the Bankruptcy Court's order approving, among other things, procedures for the sale of substantially all of GM's assets pursuant to § 363 of the Bankruptcy Code (the "363 Transaction"), which was entered on June 2, 2009 [Docket No. 274] (the "Sale Procedures Order").¹ Subsequently, on July 5, 2009, the Bankruptcy Court entered its Order approving the 363 Transaction. The Cure Notice identifies certain executory contracts and/or unexpired leases (each an "Agreement" and, collectively, the "Agreements") that Old GM proposes to assume and assign to the Purchaser in accordance with the Sale Order. The Cure Notice also sets forth GM's proposed amount to cure all prepetition defaults under the Agreement(s), as required by § 365(b) of the Bankruptcy Code (the "Proposed Cure Amount").

On June 16, 2009, Supplier filed the Objection to the Cure Notice [Docket No. 1470].

¹ Undefined capitalized terms used in this Agreement have the meanings set forth in the Sale Procedures Order (defined below).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Supplier and Purchaser agree as follows:

1. **Assumption and Assignment.** Effective upon the Supplier's and Purchaser's execution of this letter agreement, the Agreement(s)' status on the Contract Website shall be changed to reflect "Assumed".

2. **Agreed Cure Amount.** To the extent not previously paid in the ordinary course of business, within five (5) business days following Supplier's and Purchaser's execution of this letter agreement, Purchaser will pay to Supplier \$1,132,156.98 (the "Agreed Cure Amount"), which represents Supplier's and Purchaser's agreement in satisfaction of any and all Cure Amounts (as defined in the Sale Order) as of the Commencement Date in respect of the Agreements to be assigned to Purchaser. Supplier agrees that Purchaser's payment of the Agreed Cure Amount is in full and final satisfaction of all claims of Supplier against Old GM and Purchaser, as the case may be, or any of their respective affiliates or subsidiaries arising under or related to the Agreement(s) and that paragraph 25 of the Sale Order shall be in full force and effect as between Supplier and Purchaser, upon Supplier's receipt of payment of the Agreed Cure Amount.

3. **Postpetition Obligations.** Purchaser will perform all obligations that arise or come due under the Agreement(s) on or after the Petition Date as and when such obligations come due in accordance with the Agreements(s)' terms in the ordinary course of business (the "Postpetition Obligations").

4. **Withdrawal of the Objection.** To the extent not previously withdrawn, the Objection is withdrawn and Supplier will take all actions necessary to withdraw promptly the objection from the Bankruptcy Court's docket.

5. **Confidentiality.** GM and Supplier agree that this letter agreement's content is confidential and not intended for dissemination beyond the parties without the express written consent of each of the parties. Notwithstanding the foregoing, any party may disclose the existence and terms of this Agreement (i) to the extent required by law or by any governmental agency or required or requested to be disclosed pursuant to legal process (including discovery requests) or in connection with any bankruptcy, insolvency, or similar proceeding involving any of the parties, (ii) to the extent necessary to enforce this letter agreement and (iii) to any employee, officer, director, agent, affiliate, representative, investor, partner, member, shareholder, or actual or potential financing source of such party or such party's affiliates (provided that any such person or entity is directed to maintain such information in confidence as contemplated by this Section and that such party shall be responsible and liable for the failure of any such person or entity to maintain such information in confidence as contemplated by this Section).

6. **General Terms.**

(a) This letter agreement and the Sale Order together is the entire understanding of the parties in connection with the subject matter of this letter agreement.

(b) The persons executing this letter agreement warrant that they have the corporate power and authority to execute this letter agreement and that this letter agreement has been duly authorized by the parties.

(c) This letter agreement may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. For purposes of this letter agreement, signatures obtained by facsimile or other electronic means will constitute original signatures.

(d) This letter agreement and the parties' respective rights and obligations are binding upon their respective successors and assigns, and together with the rights and remedies of the parties under this letter agreement, inure to the benefit of the parties and their respective successors and assigns.

(e) This letter agreement may not be amended or modified unless the amendments or modifications are in writing signed by the parties.

(f) The parties to this letter agreement acknowledge and agree that the rights and interests of the parties under this letter agreement are intended to benefit solely the parties to this letter agreement.

(g) No delay or failure of the parties to exercise any respective right, power or privilege under this letter agreement will affect such right, power or privilege, nor will any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of any other right, power or privilege.

(h) Should any provision of this letter agreement be held invalid, prohibited, or unenforceable in any one jurisdiction it will, as to that jurisdiction only, be ineffective to the extent of such holding without invalidating the remaining provisions of this letter agreement, and any such holding does not invalidate or render unenforceable that provision in any other jurisdiction wherein it would be valid and enforceable.

(i) This letter agreement is entered into among competent persons who are experienced in business and represented by counsel, and the parties and their respective counsel have carefully reviewed this letter agreement. Any ambiguous language in this agreement will not be construed against either party as the drafter of this letter agreement.

(j) This letter agreement is made in the State of New York and is governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles.

(k) This letter agreement is subject to all of the terms, conditions and limitations set forth in the Sale Order. In the event of any conflict between the terms of this letter agreement and the terms of the Sale Order, the terms of the Sale Order shall prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Sale Order.

7. **CONSULTATION WITH COUNSEL.** THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE BEFORE EXECUTING THIS LETTER AGREEMENT AND ARE DOING SO WITHOUT DURESS, INTIMIDATION, OR COERCION AND WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES, OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES, OR COMMITMENTS SET FORTH IN THIS LETTER AGREEMENT.

8. **JURY TRIAL WAIVER.** THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH KNOWINGLY, VOLUNTARILY, AND WITHOUT DURESS, INTIMIDATION, OR COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS LETTER AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS LETTER AGREEMENT. NO PARTY WILL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS JURY-TRIAL WAIVER UNLESS THE RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH THE RELINQUISHMENT WILL BE CHARGED.

[Remainder of this page intentionally left blank]

Please acknowledge your agreement to the above terms by signing in the space provided.

Very truly yours,

**GENERAL MOTORS COMPANY (formerly
NGMCO, Inc.)**

By: Susanna Webber
Its: Executive Director

Acknowledged and Agreed:

Richard Dellaria
On behalf of itself and its subsidiaries and affiliates

By: RM Dellaria
Its: CEO



DeMARIA BUILDING COMPANY

Design & Build | Construction Management | General Contracting

Corporate Headquarters:

3031 W. Grand Blvd.
Suite 624
Detroit, Michigan 48202-3008
(tel): 313.870.2800
(fax): 313.870.2810

Regional Office:

45500 Grand River Ave.
P.O. Box 8018
Novi, Michigan 48376
(tel): 248.348.8710
(fax): 248.348.8251

August 6th, 2009

GM
30009 Van Dyke Ave.
Warren, MI 48090

RE: Cure Docket No. 1470

Please attach this notarized document to our "Cure Notice" Docket No. 1470. This is our written statement testifying to the fact "we will release and discharge all liens upon receipt of payment in the amount of \$1,132,156.98".

Very truly yours,

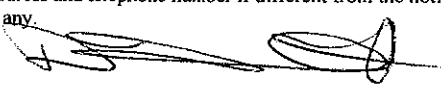
DeMaria Building Company, Inc.

Richard DeMaria
CEO

Subscribed and sworn before me this 6th day of August, 2009
By: Julie A. Pantazides Notary Public in and for Oakland County.
Julie A. Pantazides My commission expires 2-22-11
Printed Name

Julie A. Pantazides
Notary Public, ST of MI
County of Oakland
My commission expires
February 22, 2011



UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: General Motors Corporation		Case Number: 09-50026-reg
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.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): DeMaria Building Company		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: D. Douglas McGaw (P24166) 5455 Corporate Drive, Suite 104 Troy, MI 48098 Telephone number: (248) 641-0500		
Name and address where payment should be sent (if different from above): same as above Telephone number:		<input 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. <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>1,279,925.31</u> 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.		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. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <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). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(10). Amount entitled to priority: \$ <u>1,279,925.31</u> *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.
2. Basis for Claim: <u>construction services</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>Construction Lien filed pursuant to Michigan Construction Lien Act</u> Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>1,279,925.31</u> Amount Unsecured: \$ <u>0.00</u>		
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. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 06/04/2009	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. D. Douglas McGaw, Attorney for DeMaria Building Company 	
		FOR COURT USE ONLY

CLAIM OF LIEN

State of Michigan
County of Oakland

December ___, 2008

Notice is hereby given that on the 10th day of December, 2007, DEMARIA BUILDING COMPANY of 3031 West Grand Blvd., Suite 624, Detroit, MI 48202-3008, first provided labor or material for an improvement to certain real property located in the City of Pontiac, County of Oakland and State of Michigan more particularly described as:

T3N, R10E, Section 32, Assessor's Plat No. 130, Part of Lot 1, All of Lots 2 & 3, Part of Lots 4 to 8 inclusive & Part of Lots 14 & 15, Also Part of VAC Auburn Avenue, more particularly described as: Beg. At Pt. Dist. North 14°22'45" W, 79.00 feet from Northwest Corner of Lot 16; thence North 14°30'01" W, 144.67 feet; thence North 75°27'55" East, 128.00 feet; thence North 14°32'05" West, 2.42 feet; thence North 75°27'55" East, 64.00 feet; thence South 14°32'05" East, 2.42 feet; thence North 75°27'55" East, 124.91 Feet; thence South 14°32'05" East 181.79 feet; thence North 85°36'10" West 6.48 feet; thence along curve to the left, with radius 648.70 feet, chord bears South 84°54'44" West 213.77 feet for a distance of 214.75 feet; thence South 75°25'42" West 100.00 feet to Point of Beginning.

Commonly known as OnStar Call Center, 31 E. Judson Street, Pontiac MI 48342.

Owner: General Motors Corporation (Global Purchasing) of 300 Renaissance Center, MC: 482-C14-C66, Detroit, MI 48265.

Owner's Agent: The Corporation Company of 30600 Telegraph Road, Suite 2345, Bingham Farms, MI 48025

Lien Claimants performed the requested improvements pursuant to their contract with Owner General Motors Corporation. The Lien Claimant's last day providing labor or material was November 24, 2008.

The lien claimant's Contract amount, including extras is **\$2,822,014.00** of which **\$1,168,310.70** has been paid. Lien Claimant therefore claims a construction lien upon the above-described real property in the amount of **\$1,653,703.30**. The foregoing information is true to the best of my knowledge.

DEMARIA BUILDING COMPANY

By: _____
*

Its: _____

Subscribed to and sworn before me on
this __ day in December, 2008 in
_____ County, Michigan.

_____, Notary Public
_____ County, MI
My Commission expires:
Acting in:

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kathryn E. Driscoll (P69727)
Poling, McGaw & Poling, P.C.
5455 Corporate Dr., Suite 104
Troy, Michigan 48098

12/12/2008 12:02:30 P.M.
MACOMB COUNTY, MI SEAL
CARMELLA SABAUGH, REGISTER OF DEEDS**CLAIM OF LIEN**State of Michigan
County of Macomb

December 12, 2008

Notice is hereby given that on the 24th day of September, 2007, DEMARIA BUILDING COMPANY of 3031 West Grand Blvd., Suite 624, Detroit, MI 48202-3008, first provided labor or material for an improvement to certain real property located in the City of Warren, County of Macomb and State of Michigan more particularly described as:

Parcel A:

Part of the East ½ of Section 9, and Part of the Southeast 1/4 of Section 4, T1N, R12E, City of Warren, Macomb County, Michigan, including unvacated "Markland Subdivision No.1, being Part of the Northeast 1/4 of Section 9," T1N, R12E, City of Warren, Macomb County, Michigan as recorded in Liber 10 of Plats on Page 7, Macomb County Records, being more particularly described as follows: Commencing at the Southeast corner of Section 9, T1N, R12E, City of Warren, Macomb County, Michigan running thence North 88°36'00" West along the South line of said Section 9, 60.00 feet to a point; thence North 01°11'10" East, 60.00 feet to the Southeast corner of a triangular parcel deeded to the Michigan State Highway Commission for highway purposes, as recorded in Liber 2771 of Deeds on Page 797, Macomb County Records; thence North 88°36'00" West along Easterly extension of the Northerly line of 12 Mile Road (width varies), a distance of 27.65 feet to the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning North 88°36'00" West along the North line of said 12 Mile Road, said line being 60.00 feet North of, as measured at right angles to and parallel with the South line of said Section 9, a distance of 2341.18 feet to the point of intersection of said road line with the East line of the Conrail (Penn Central) Railroad Right-of-Way (50 feet wide); thence the following courses and distances along the East line of said Railroad Right-of-Way, North 03°41'00" East, 18.07 feet to a point of curve; thence along the arc of a curve, concave to the West, radius 10536.25 feet, an Arc distance of 501.11 feet (chord bears North 02°19'15" East, 501.06 feet) to a point of tangent; thence North 00°57'30" East, 3585.57 feet to a point of curve; thence along the arc of a curve concave to the East, Radius 21230.41 feet, an arc distance of 438.47 feet (chord bears North 01°33'00" East, 438.46 feet) to a point of tangent; thence North 02°08'30" East 1947.01 feet to the point of intersection of

4

the East line of said Railroad Right-of-Way with the South line of Chicago Road, as widened, (width varies); thence South $81^{\circ}12'36''$ East along the South line of said Chicago Road, a distance of 220.73 feet to a jog in said road line; thence North $02^{\circ}12'30''$ East, along said jog, a distance of 20.13 feet to a point; thence South $81^{\circ}12'36''$ East, along the South line of said Chicago Road, a distance of 199.58 feet to a point; thence South $08^{\circ}51'29''$ West, a distance of 677.5 feet to a Point; thence North $87^{\circ}55'30''$ West, a distance of 168.26 feet to a point; thence South $02^{\circ}08'30''$ West, a distance of 510.36 feet to a point on the line common to Section 9 and 4; thence South $87^{\circ}55'30''$ East along said line common to said Sections 9 and 4, a distance of 580.00 feet to a point; thence North $02^{\circ}08'30''$ East a distance of 510.36 feet to a point; thence North $10^{\circ}42'06''$ East, a distance of 358.34 feet to a point; thence North $08^{\circ}43'34''$ East, a distance of 251.25 feet to a point on the South line of said Chicago Road; thence South $81^{\circ}12'36''$ East along the South line of said Chicago Road, a distance of 1559.69 feet to its point of intersection with the Westerly line of a triangular parcel of land acquired by the State Highway Department (L. 1553, Deeds, P. 6 M.C.R.) for the widening of Van Dyke Avenue (M-53); thence South $42^{\circ}45'13''$ East along the Westerly line of said triangular parcel, a distance of 7.53 feet to a point on the West line of said Van Dyke Avenue (width varies); thence the following courses and distances along the West line of said Van Dyke Avenue, South $01^{\circ}38'50''$ W along a line 53.00 feet West of as measured at right angles to and parallel with the East line of Said Section 4, 926.53 feet to a point on the line common to said Sections 9 and 4; thence North $87^{\circ}55'30''$ West along said common section line, 7.00 feet to a point; thence South $01^{\circ}49'20''$ West along a line 60.00 feet West of as measured at right angles to and parallel with the East line of said Section 9, 2028.02 feet to a point; thence South $87^{\circ}59'30''$ East, 7.00 feet to a point; thence South $01^{\circ}49'20''$ West along a line 53.00 feet West of as measured at right angles to and parallel with the East line of said Section 9, 678.46 feet to a point; thence South $01^{\circ}11'10''$ West along a line 53.00 feet west of as measured at right angles to and parallel with the East line of said Section, 1301.02 feet to a point; thence North $88^{\circ}14'10''$ West, 7.00 feet to a point; thence South $01^{\circ}11'10''$ West along a line 60.00 feet West of as measured at right angles to and parallel with the East line of said Section 9, 1212.61 feet to a point; thence South $44^{\circ}23'00''$ West, a distance of 40.39 feet to the point of beginning.

Parcel B:

Part of the "Plat of Assessor's Addition to the Village of Warren, E $\frac{1}{2}$ of Section 5 and Part of West $\frac{1}{2}$ Section 3, T1N, R12E", City of Warren, Macomb County, Michigan, as recorded in Liber 4 of Plats on Page 62, Macomb County Records, and part of the West $\frac{1}{2}$ of Section 9, T1N, R12E, City of Warren, Macomb County, Michigan, being more particularly described as follows:
Beginning at the Northeast Corner of 12 Mile Road (width varies) and Mound Road (204 feet wide), said point being distant South $88^{\circ}27'00''$ East, a distance of 102.00 feet, as measured along the south line of said Section 9, and North $02^{\circ}00'00''$ East, a distance of 60.00 feet from the Southwest corner of said Section

9; proceeding thence from said point of beginning the following courses and distances along the East line of said Mound Road, North 02°00'00" East, 2606.08 Feet to a point; thence North 01°26'40" East, 1760.82 feet to a point; thence North 89°02'50" West, 13.10 feet to a point; thence along the arc of a curve, not tangent to the forgoing line, concave to the West, Radius 5831.65 feet, an arc distance of 216.68 feet (chord bears North 03°27'58" West, 216.66 feet) to a point of tangent; thence North 04°31'26" West, 66.22 feet to a point of curve; thence along the arc of a curve concave to the East, radius 5627.65 feet, an arc distance of 581.39 feet (chord bears North 01°33'51" West, 581.13 feet) to the point of intersection of the East line of said Mound Road with the South line of relocated Chicago Road; thence the following courses and distances along the Southerly line of relocated Chicago Road (width varies), along the arc of a curve, concave to the northwest, radius 823.94 feet, an arc distance of 694.14 feet (chord bears North 53°48'00" East, 673.79 feet) to a point of tangent; thence North 29°39'54" East, 655.94 feet to a point of curve; thence along the arc of a curve concave to the Southeast, radius 703.94 feet, an arc distance of 330.81 feet, (chord bears North 43°07'40" East, 327.78 feet) to a point of compound curve; thence along the arc of a curve, concave to the South, radius 778.29 feet, an arc distance of 449.53 feet, (chord bears North 73°04'39" East, 443.31 feet) to a point; thence South 81°31'41" East, along a line not tangent to the foregoing curve, a distance of 908.44 feet to the point of intersection of said Southerly line of Chicago Road with the West line of the Conrail (Penn Central) Railroad Right-of-way (50 feet wide); thence the following courses and distances along the West line of said Railroad Right-of-Way line, South 02°08'30" West, 1952.48 feet to a point of curve; thence along the arc of a curve, concave to the East, Radius 21280.41 feet, an arc distance of 439.51 feet (chord bears South 01°33'00" West, 439.50 feet) to a point of tangent; thence South 00°57'30" West, 3585.57 feet to a point of curve; thence along the arc of a curve, concave to the West, Radius 10486.25 feet, an arc distance of 498.73 feet (chord bears South 02°19'15" West, 498.68 feet) to a point of tangent; thence South 03°41'00" West, 20.00 Feet to the point of intersection of the West line of said Railroad Right-of-Way with the North line of 12 Mile Road (width varies); thence North 88°27'00" west along the North line of said 12 Mile Road, said line being 60.00 feet North of, as measured at right angles to and parallel with the South line of said Section 9, a distance of 2337.61 feet to the Point of Beginning.

Commonly known as: General Motors Warren Tech Center of 6250 Chicago Road, Warren, MI 48090.

Owner: General Motors Corporation (Global Purchasing) of 300 Renaissance Center, MC: 482-C14-C66, Detroit, MI 48265.

Owner's Agent: The Corporation Company of 30600 Telegraph Road, Suite 2345, Bingham Farms, MI 48025

Lien Claimants performed the requested improvements pursuant to their contract with

General Motors Corporation. The Lien Claimant's last day providing labor or material was October 16, 2008.

The lien claimant's Contract amount, including extras is \$1,391,942.80 of which \$1,025,948.59 has been paid. Lien Claimant therefore claims a construction lien upon the above-described real property in the amount of \$365,994.30. The foregoing information is true to the best of my knowledge.

POLING, McGAW & POLING, P.C.

By:


Kathryn E. Driscoll (P69727)

Its: Attorney

Subscribed to and sworn before me on
this 12th day in December, 2008 in
Oakland County, Michigan.



Laura Petrucci, Notary Public
Oakland County, MI
My Commission expires: 1/31/2011
Acting in Oakland County

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kathryn E. Driscoll (P69727)
Poling, McGaw & Poling, P.C.
5455 Corporate Dr., Suite 104
Troy, Michigan 48098