

(subject to Court approval), or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections 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-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Ted Stenger); (iii) General Motors Company, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, DC 20220 (Attn: Matthew Feldman, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Adam C. Rogoff, Esq., Robert T. Schmidt, Esq., and Amy Caton, Esq.); (xii) the Office

of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Diana G. Adams, Esq.); and (xiii) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.), so as to be received no later than **September 9, 2009, at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Motion, the Debtors 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 order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
September 2, 2009

/s/ Stephen Karotkin

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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

-----X
: **Chapter 11 Case No.**
: **09-50026 (REG)**
: **(Jointly Administered)**
: **Debtors.**
: **(Jointly Administered)**
: **(Jointly Administered)**
: **(Jointly Administered)**
: **(Jointly Administered)**
-----X

**MOTION OF DEBTORS FOR ENTRY
OF ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND 330
AUTHORIZING THE DEBTORS TO AMEND THE TERMS OF
THEIR ENGAGEMENT WITH BROWNFIELD PARTNERS, LLC**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (“**MLC**” and f/k/a General Motors Corporation)
and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), respectfully
represent:

Relief Requested

1. The Debtors request authority to amend the fee cap in the Engagement Letter between the Debtors and Brownfield Partners, LLC (“**Brownfield Partners**”), dated June 15, 2009 (the “**Engagement Letter**”), under sections 327(a) and 330 of title 11 of the United

States Code (the “**Bankruptcy Code**”), as reflected in that certain letter agreement, dated August 31, 2009, a copy of which is annexed hereto as Exhibit “A” (the “**Letter Agreement**”).

Jurisdiction

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

Background

3. On August 3, 2009, this Court entered an Order¹ authorizing the Debtors to retain and employ Brownfield Partners to provide environmental consulting services, *nunc pro tunc* to June 1, 2009 (the “**Commencement Date**”), on the terms set forth in the Engagement Letter, and as modified by that Order. In the Engagement Letter, Brownfield Partners agreed to provide environmental consulting services for a total cost of consultant labor not to exceed \$100,000, unless otherwise approved in advance in writing by a representative of the Debtors.

4. On August 31, 2009, the Debtors executed the Letter Agreement authorizing Brownfield Partners to continue providing the services described in the Engagement Letter for a total cost of consultant labor not to exceed \$200,000 (the “**Amended Fee Cap**”), unless otherwise approved in advance in writing by a representative of the Debtors, which approval will not be unreasonably withheld.

The Relief Requested Should Be Approved by the Court

5. The Debtors request the Court approve the amendment to the Engagement Letter, as set forth in the Letter Agreement (the Engagement Letter, as amended by the Letter Agreement, is hereinafter referred to as the “**Amended Agreement**”). Brownfield Partners is a

¹ Order Pursuant to 11 U.S.C. §§ 327(a) and 330 and Fed. R. Bankr. P. 2014 Authorizing the Retention and Employment of Brownfield Partners, LLC as Environmental Consultants to the Debtors *Nunc Pro Tunc* to the Commencement Date, dated August 3, 2009 [Docket No. 3638].

leading real estate development company specializing in the acquisition, master planning, entitlement, and redevelopment of urban infill and environmentally impaired real estate. The Debtors originally engaged Brownfield Partners to assist in determining the costs of actual or potential environmental liabilities arising from the Debtors' prepetition, historic operations in connection with the sale of substantially all of the Debtors assets to General Motors Company on July 10, 2009. The Debtors have determined that they require ongoing services from Brownfield Partners to assist with the management and support of environmental activities. Brownfield Partners will continue to provide the following services, all as set forth in the Engagement Letter, in connection with the Debtors' liquidation and disposition of its remaining assets:

- (a) Evaluating existing information regarding plant sites, ongoing investigations and remediation;
- (b) Coordinating the work of other consultants in developing technical summaries and cost estimates;
- (c) Determining the potential and options for disposition and/or reuse of certain of the Debtors' sites, whether as "brownfield" sites or otherwise;
- (d) Advising and assisting the Debtors with the potential to integrate remediation with redevelopment;
- (e) Assisting in the determination of appropriate remedial options and technologies in light of potential redevelopment plans;
- (f) Advising and assisting the Debtors with risk management strategies with respect to the Debtors' sites, including, as appropriate, the use of insurance and other financial products as a part thereof; and
- (g) Structuring transactions with respect to the Debtors' sites.

The Debtors seek the Court's approval to increase the fee cap by \$100,000 so that Brownfield Partners may continue to provide the foregoing services as requested by the Debtors. The

Amended Fee Cap is in the best interests of the Debtors and their estates in that it will assist the Debtors in addressing environmental matters and facilitate the efficient and economic administration of their estates. Accordingly, the Debtors submit that the Amended Fee Cap should be approved.

Notice

6. Notice of this Motion has been provided to parties in interest in accordance with the 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 August 3, 2009 [Docket No. 3629]. The Debtors submit that such notice is sufficient and no other or further notice need be provided.

7. Other than the Motion which resulted in the Order entered August 3, 2009, authorizing Brownfield Partners' retention, no previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
September 2, 2009

/s/ Stephen Karotkin

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

Exhibit A
Letter Agreement

Motors Liquidation Company

GM Global Headquarters
Mail Code 482-C37-A99
300 Renaissance Center
Detroit, MI 48265

Phone: 313.665.2012
Fax: 313.665.0977

August 31, 2009


Stuart L. Miner
Brownfield Partners, LLC
475 17th Street, Suite 950
Denver, CO 80202

Re: Authorization to Increase By \$100,000 the Cap on the Total Cost of Consultant Labor Performed by Brownfield Partners, LLC Pursuant to the Environmental Consultant Retention Agreement, Dated July 15, 2009

Stuart:

Motors Liquidation Company hereby authorizes Brownfield Partners, LLC to perform the services described in the Environmental Consultant Retention Agreement entered into between Motors Liquidation Company and Brownfield Partners, LLC, dated June 15, 2009, for a total cost of consultant labor not to exceed \$200,000, unless otherwise approved in advance in writing by a representative of Motors Liquidation Company, which approval will not be unreasonably withheld.

Sincerely,



James M. Redwine
Motors Liquidation Company

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

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

**ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND 330
AUTHORIZING THE DEBTORS TO AMEND THE TERMS OF
THEIR ENGAGEMENT WITH BROWNFIELD PARTNERS, LLC**

Upon the Motion, dated September 2, 2009 (the “**Motion**”),¹ of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing the amendment of the terms of the Engagement Letter, dated June 15, 2009, between the Debtors and Brownfield Partners, LLC (“**Brownfield Partners**”), all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

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

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

ORDERED that the Amended Fee Cap is approved; and it is further

ORDERED that all references to the Engagement Letter in the prior Order of this Court authorizing the retention of Brownfield Partners, entered on August 3, 2009 [Docket No. 3638], shall be deemed to include the Letter Agreement; and it is further,

ORDERED that except to the extent modified by the Letter Agreement, the terms and provisions of the Engagement Letter remain in full force and effect; and it is further

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

Dated: New York, New York
September __, 2009

United States Bankruptcy Judge