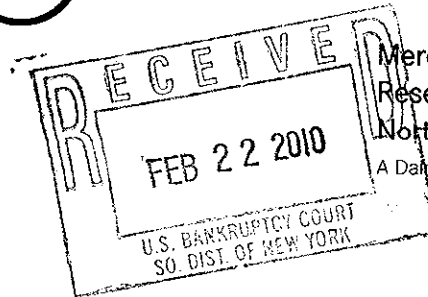




Mercedes-Benz



Mercedes-Benz  
Research & Development  
North America, Inc.  
A Daimler Company

Vito Genna  
Clerk of the Court  
United States Bankruptcy Court  
Southern District of New York  
One Bowling Green  
New York, New York 10004

Feb. 8<sup>th</sup>, 2010

RE: Withdrawal of Motors Liquidation Company Claim No. 66246

Dear Mr. Genna,

We are writing on behalf of Mercedes-Benz Research & Development, North America, Inc. formerly Mercedes-Benz Hybrid, LLC ("MB Hybrid"), claimant in the case *In re Motors Liquidation Company*, Case No. 09-50026 (REG). MB Hybrid had earlier filed claim number 66246, and now withdraws this claim. A copy of the filed proof of claim form is included with this letter.

Sincerely,

Name: Dr. Neil Armstrong  
Title: President  
Mercedes-Benz RDNA  
eDrive & Powertrain

Name: Judy Brunson  
Title: Operations Officer  
Mercedes-Benz RDNA  
eDrive & Powertrain

Encl. as described

cc: Chambers of the Hon. Robert E. Gerber  
Barbara Kelley Keane, The Garden City Group

Mercedes-Benz  
Research & Development  
North America, Inc.  
850 Hansen Way  
Palo Alto, CA 94304  
Phone 1 650 845 2500  
Fax 1 650 845 2555  
www.mbrdna.com



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

**PROOF OF CLAIM**

Name of Debtor (Check Only One):  
 Motors Liquidation Company (f/k/a General Motors Corporation)  
 MLCS, LLC (f/k/a Saturn, LLC)  
 MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)  
 MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)

Case No.  
 09-50026 (REG)  
 09-50027 (REG)  
 09-50028 (REG)  
 09-13558 (REG)

**FILED**  
**U.S. BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF NEW YORK**  
 JUN 30 A 10:48  
 D.N.Y.

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should 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): Mercedes-Benz Hybrid LLC

Name and address where notices should be sent:  
 Dr. Neil Armstrong  
 Mercedes-Benz Hybrid LLC  
 12120 Telegraph Road  
 Redford, Michigan 48239

Telephone number: (313) 592-4202  
 Email Address: neil.armstrong@daimler.com

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above):

Telephone number: \_\_\_\_\_

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.

Check this box if you are the debtor or trustee in this case.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ See attached.

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. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

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: See attached  
 (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:  Real Estate  Motor Vehicle  Equipment  Other  
 Describe: See attached.

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: Setoff

Amount of Secured Claim: \$ See attached. Amount Unsecured: \$ \_\_\_\_\_

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.

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

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).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))

Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ). Amount entitled to priority: \_\_\_\_\_

\*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.

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 or 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 in an attachment.

Date: 11/30/09

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.

*Neil Armstrong*  
 Vice President MBH LLC

*Mike Molino*  
 Controller MBH

FOR COURT USE ONLY

ATTACHMENT TO PROOF OF CLAIM OF  
MERCEDES-BENZ HYBRID LLC ("CLAIMANT")  
IN THE CHAPTER 11 CASE OF  
MOTORS LIQUIDATION COMPANY  
(f/k/a GENERAL MOTORS CORPORATION) ("THE DEBTOR")  
CASE NO. 09-50026 (REG)

1. **Contractual Claims.** Claimant holds claims against the Debtor related to the contracts on Exhibit A hereto (the "Contracts"). The amount of such claim is \$536,261.95 and it arises under the agreements identified on Exhibit A, which on information and belief may not have been assumed and assigned to NGMCO, Inc. ("NewCo") or any other entity. The Contracts relate to a joint project between Claimant, Old Carco LLC (f/k/a Chrysler LLC), BMW Hybrid Technology LLC and the Debtor to develop hybrid engine technology. The Debtor has a copy of the Contracts in its possession, and will discuss making additional documentation available to third parties upon execution of an appropriate confidentiality agreement.

2. **Preservation of Setoff Right.** This Claim is not subject to any setoff or counterclaim, except to the extent that the Debtors or other party asserts any claims or commences any actions that would give Claimant a right of setoff, recoupment, counterclaim or similar rights against the Debtors or the Debtors' estate. In that case, Claimant reserves all of its rights to setoff, recoupment, counterclaim and similar defenses or offsets, and this claim is secured by such rights.

Claimant reserves the right to amend this claim (and any other claims it files in the Debtor's chapter 11 case) by virtue of its right to setoff, off set, or recoup the amount thereof under 11 U.S.C. § 553 against any claims, defenses, or offsets the Debtor may assert against Claimant. If Claimant determines that one or both of the Contracts has been assumed and assigned to NewCo, and is paid in full under such Contract, then Claimant will withdraw the claim to the extent appropriate. In addition, Claimant does not waive any right to any security held by or on behalf of Claimant or Claimant's right to claim specific assets or any other right or rights of action that Claimant has or may have against the Debtor, and Claimant expressly reserves such rights.

3. **No Waiver.** Claimant does not waive any right or rights of action that it has or may have against the Debtor or any other person or persons. Claimant reserves the right to amend or supplement this Proof of Claim in any manner.

This Proof of Claim is not intended to be, and shall not be construed as: (i) an election of remedies; (ii) a waiver of any defaults; (iii) a waiver or limitation of any of Claimant's rights, remedies, claims or interests under applicable law against the Debtor or any other person or entity; (iv) a waiver of any setoff or recoupment rights under applicable law; (v) a waiver of any netting rights under applicable law; (vi) a waiver of any rights to assert that all or any portion

of the amounts claimed for are being held by the Debtor, as bailee, or in constructive trust; (vii) a waiver of Claimant's property or ownership rights (legal or equitable); (viii) a waiver of any administrative claims related to the contracts; or (ix) a waiver of Claimant's legal, equitable or beneficial interests.<sup>1</sup>

4. **No Submission to Jurisdiction.** By filing this Proof of Claim, Claimant does not submit itself to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

5. **Notice.** All notices and communications concerning this Proof of Claim should be addressed as follows:

Mercedes-Benz Hybrid LLC  
Attn: Dr. Neil Armstrong  
12120 Telegraph Road  
Redford, Michigan 48239  
neil.armstrong@daimler.com

---

<sup>1</sup> This proof of claim is not intended to supersede any previously filed or scheduled claim.

Exhibit A

<b>GM Entity</b>	<b>Contract</b>	<b>Contract ID</b>
Motors Liquidation Company	Cooperation Agreement GM Contract ID: 15999338 Start Date: 12/31/2005	5716-01219771
Motors Liquidation Company	Development Agreement-RWD Luxury Vehicle GM Contract ID: 15999341 Start Date: 12/31/2005	5716-01219774