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Objection Deadline: September 7, 2010 at 11:30 a.m. (Eastern Time)

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and Safeco Insurance Company of America

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

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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)
	:	
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**STIPULATION AND AGREED ORDER APPROVING TRANSFER OF
CERTAIN SURETY BONDS AND RELATED COLLATERAL TO
GENERAL MOTORS LLC AND FOR AMENDMENT OF PENDING CLAIMS**

Motors Liquidation Company (f/k/a General Motors Corporation) (“MLC”) and its affiliated debtors, as debtors in possession (collectively, the “Debtors”), Liberty Mutual Insurance Company (“Liberty”), Safeco Insurance Company of America

(“**Safeco**”) and General Motors LLC, successor by conversion to a Delaware limited liability company, of the Delaware corporation formerly known as General Motors Company (f/k/a NGMCO, Inc.) (“**New GM**” and, collectively with MLC, the Debtors, Liberty and Safeco, the “**Parties**”), by and through their undersigned counsel, hereby stipulate and agree to the following:

RECITALS:

A. On June 1, 2009, certain of the Debtors¹ commenced voluntary cases under chapter 11 of the Bankruptcy Code (the “**Initial Commencement Date**”), and on October 9, 2009, two additional Debtors (the “**Realm/Encore Debtors**”)² each commenced voluntary cases under chapter 11 of the Bankruptcy Code (the “**Realm/Encore Debtors’ Commencement Date**,” and together with the initial Debtors’ Commencement Date, the “**Commencement Dates**”) which cases are jointly administered with those of the initial Debtors under Case Number 09-50026 (REG).

B. On June 1, 2009, the Debtors filed a motion (the “**Sale Motion**”) with the Court, requesting, *inter alia*, an order (the “**Sale Order**”), pursuant to 11 U.S.C. §§ 105, 363(b), (f), and (m), and 365, authorizing and approving (i) the sale of substantially all of the Debtors’ assets pursuant to a proposed Master Sale and Purchase Agreement and related agreements (the “**MPA**”) among the Debtors and NGMCO, Inc. (n/k/a New GM), a purchaser sponsored by the United States Department of the Treasury (the “**U.S. Treasury**”), free and clear of liens, claims, encumbrances, and other interests, (ii) the assumption and assignment of certain executory contracts and unexpired leases of

¹ The initial Debtors are comprised of (i) Motors Liquidation Company (f/k/a General Motors Corporation); (ii) MLCS, LLC (f/k/a Saturn, LLC), (iii) MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation); and (iv) MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.).

² The Realm/Encore Debtors are Remediation and Liability Management Company, Inc., Case No. 09-50029 and Environmental Corporation Remediation Company, Inc., Case No. 09-50030.

personal property and of nonresidential real property, and (iii) the approval of the UAW Retiree Settlement Agreement, subject to higher or better offers (the “**363 Transaction**”).

C. On July 5, 2009, the Court approved the 363 Transaction and entered the Sale Order, and on July 10, 2009, the 363 Transaction closed.

D. MLC and Safeco are parties to General Agreements of Indemnity, dated October 28, 2002 and November 27, 2006 and MLC and Liberty are parties to a General Agreement of Indemnity dated September 29, 2004 (collectively, the “**MLC Indemnity Agreements**”). Under the MLC Indemnity Agreements, the Debtors agreed to indemnify Safeco and Liberty for liabilities, including any costs and attorney’s fees incurred, associated with various surety bonds Safeco and Liberty issued on the Debtors’ behalf (collectively, the “**Surety Bonds**”). The Surety Bonds served to secure the obligations of the Debtors, including certain workers’ compensation liabilities, obligations associated with utilities and with various appeals of judgments entered against the Debtors. As of the date of this Stipulation and Agreed Order, the aggregate face amount of the outstanding Surety Bonds is not less than \$18,767,576.00.

E. Pursuant to the MPA, New GM assumed certain of the liabilities secured by the Surety Bonds, including certain workers’ compensation liabilities as set forth in the MPA. The MPA also provided that New GM should use its efforts to be substituted in all respects for the Debtors in respect of all Liabilities under each of the guarantees, letters of credit, letters of comfort, bid bonds and performance bonds which is assumed by New GM as an assumed liability (collectively, the “**Assumed Liabilities**”).

F. In accordance with the MPA and the New GM Agreements (as defined below), Safeco and Liberty transferred the Surety Bonds associated with the Assumed

Liabilities (the “**Transferred Surety Bonds**”) and related collateral in the amount of \$15,717,576.00 (the “**Transferred Surety Bonds Collateral**”) to New GM. A complete list of the Transferred Surety Bonds is attached hereto as **Exhibit A**.

G. In connection with the MPA, New GM and Liberty have entered into a General Agreement of Indemnity and Collateral Pledge Agreement, both dated July 16, 2009 (together, the “**New GM Agreements**”). Pursuant to the New GM Agreements, (1) New GM has agreed to indemnify Liberty and Safeco for liabilities, including any costs and attorney’s fees, Liberty and Safeco may incur with respect to the Transferred Surety Bonds as well as additional bonds issued under the New GM Agreements and (2) Safeco and Liberty agreed to transfer the Transferred Surety Bonds Collateral to New GM collateral accounts to secure New GM’s obligations under the New GM Agreements.

H. The Debtors, New GM, Safeco and Liberty agree that the remaining collateral backing the Surety Bonds and other obligations under the MLC Indemnity Agreements, other than the Transferred Surety Bonds Collateral, totals \$9,736,824.00 (the “**Collateral**”) held by Safeco and Liberty.

I. With respect to the Surety Bonds, the Debtors, New GM, Safeco and Liberty agree that two Surety Bonds were not transferred to New GM and remain obligations of MLC and the Debtors (the “**Remaining Surety Bonds**”). The Remaining Surety Bonds collectively have a penal sum of \$3,050,000. A complete list of the Remaining Surety Bonds is attached as **Exhibit B**. The Debtors and New GM confirmed in their Stipulation of Settlement Regarding Master Sale and Purchase Agreement, as approved by the Order Pursuant to 11 U.S.C. §§ 105(a) and 363 in Aid of Implementation

of Sale [Dkt. No. 5198], that the Remaining Surety Bonds remain obligations of MLC and the Debtors.³

J. The Debtors, Safeco and Liberty agree that Safeco and Liberty shall continue to hold collateral in the amount of \$3,070,000.00 (the “**Remaining Surety Bonds Collateral**”), including \$20,000.00 for any future attorney’s fees and costs that may be incurred in accordance with the terms of the MLC Indemnity Agreements and the Collateral Pledge Agreements, dated December 1, 2005 and January 4, 2006 (the “**MLC Pledge Agreements**”), which were executed in connection with the MLC Indemnity Agreements.

K. The Debtors, Safeco and Liberty agree that the Remaining Surety Bonds Collateral of \$3,070,000 shall be held by Safeco and Liberty and returned to the Debtors in accordance with the terms of the MLC Indemnity Agreements and the MLC Pledge Agreements.

L. The Debtors, Safeco and Liberty agree that Safeco and Liberty have incurred \$35,700.00 in fees and costs (“**Fees and Cost**”) as of the date of this Stipulation and Agreed Order and that Safeco and Liberty shall be entitled to immediately reimburse themselves for the Fees and Costs out of the Collateral as allowed for by the MLC Indemnity Agreements.

M. The Debtors, New GM, Safeco and Liberty agree that after the Remaining Surety Bonds Collateral and Fees and Costs are subtracted from the Collateral, there will remain excess collateral totaling approximately \$6,631,124.00 (“**Excess Collateral**”).

³ Notwithstanding anything contained herein, this Stipulation and Agreed Order shall not constitute an assumption of any agreement by the Debtors.

N. MLC and New GM agree that the Excess Collateral is “Restricted Cash” as defined in the MPA and the property of New GM, and that Safeco and Liberty should transfer the Excess Collateral to New GM.

O. On or about November 6, 2009 and January 19, 2010, Safeco filed claim numbers 20943, 20944, 20945, 20946, 69807 and 69808 (“**Safeco Claims**”), as general unsecured claims in the amount of \$10,171,498.55 against each of the Debtors based on the MLC Indemnity Agreements executed by the Debtors in favor of Safeco in connection with the issuance by Safeco of surety bonds on behalf of the Debtors.

P. On or about November 6, 2009 and January 19, 2010, Liberty filed claim numbers 20947, 20948, 20949, 20950, 69809 and 69810 (“**Liberty Claims**”), as general unsecured claims in the amount of \$10,639,980.55 against each of the Debtors based on the MLC Indemnity Agreements executed by the Debtors in favor of Liberty in connection with the issuance by Liberty of surety bonds on behalf of the Debtors.

Q. As part of this Stipulation and Agreement Order, Safeco and Liberty shall withdraw the Safeco Claims and the Liberty Claims as set forth below.

R. The Parties believe that the transfers and other relief agreed to by the Parties as set forth in this Stipulation and Agreed Order are appropriate and in the best interest of the Parties.

AGREEMENT:

NOW, THEREFORE, it is hereby stipulated and agreed by and between the Parties, through their undersigned counsel, that:

1. The Parties are hereby authorized to, and shall, effectuate the transfer of the Excess Collateral to New GM in accordance with this Stipulation and Agreed Order, the New GM Agreements and the MPA.

2. Safeco and Liberty will return the Excess Collateral to New GM, pursuant to wire transfer instructions provided by New GM, within ten (10) business days of the approval of this Stipulation and entry of this Agreed Order.

3. Upon approval of this Stipulation and entry of this Agreed Order (a) the Debtors, Safeco and Liberty agree that any and all claims that they have or may have against one another relating to the Transferred Surety Bonds, the Transferred Surety Bonds Collateral, and the Excess Collateral, whether in law or in equity, direct or indirect, known or unknown, previously asserted or not yet asserted, are hereby waived and released and (b) the Debtors and New GM agree that any and all claims that the Debtors have or may have against the Transferred Surety Bonds, Transferred Surety Bonds Collateral or Excess Collateral, whether in law or in equity, direct or indirect, known or unknown, previously asserted or not yet asserted, are hereby waived and released and neither the Debtors, the Debtors' estates nor their respective representatives and creditors, in such capacity, shall have any right or interest in (i) the Transferred Surety Bonds Collateral securing the obligations of the Transferred Surety Bonds and New GM Agreements or (ii) the Excess Collateral; provided, however, nothing in this paragraph will limit the ability of the Parties to enforce their respective rights under this Stipulation and Order or the ability of Liberty and Safeco to enforce their rights under the New GM Agreements or their rights of reimbursement and exoneration as sureties.

4. The Remaining Surety Bonds Collateral of \$3,070,000 shall be held by Safeco and Liberty and returned to the Debtors' Estates in accordance with the terms of the MLC Indemnity Agreements and the MLC Pledge Agreements, or as otherwise agreed by Safeco, Liberty and the Debtors or ordered by the Bankruptcy Court.

5. Upon ten days' written notice (the "**Notice Period**") to counsel to the Debtors at the addresses set forth below, Safeco and/or Liberty may utilize the Remaining Surety Bonds Collateral to satisfy all obligations of the Debtors arising under the MLC Indemnity Agreements (the "**Obligation Satisfaction**"). If Safeco and/or Liberty receive no written objections, also to counsel at the address below, prior to the expiration of the Notice Period, Safeco and/or Liberty is authorized to proceed with the Obligation Satisfaction. If the Debtors object to the Obligation Satisfaction, Safeco and/or Liberty and the Debtors will use good faith efforts to resolve the objection consensually. If Safeco and/or Liberty and the Debtors are unable to resolve the objection, either party may notice the matter for hearing before the Bankruptcy Court, and Safeco and/or Liberty will not take any further steps to proceed with the Obligation Satisfaction without first obtaining Bankruptcy Court approval.

6. Safeco and Liberty may immediately reimburse themselves for the Fees and Costs out of the Collateral as allowed for by the MLC Indemnity Agreements.

7. Upon approval of this Stipulation and entry of this Agreed Order, Safeco and Liberty stipulate that their claims against the Debtors' estates are contingent and subject to disallowance under 11 U.S.C. § 502(e), but that they continue to have the right to retain collateral in respect of the Remaining Surety Bonds as provided in 11 U.S.C. § 506(d), and to the extent any liquidated claim or claims do not exceed the collateral held stipulate they have no claims. Both Safeco and Liberty will withdraw or otherwise amend the Safeco Claims and the Liberty Claims to reflect that they only retain contingent unsecured claims in respect of the Remaining Surety Bonds as set forth in this paragraph 7.

8. The Debtors are hereby authorized to take any and all additional actions as are necessary or appropriate to implement the terms of this Stipulation and Agreed Order. The Parties shall use their commercially reasonable efforts to complete the transfer of the Excess Collateral within ten (10) business days after approval of this Stipulation and entry of this Agreed Order.

9. The Bankruptcy Court shall retain jurisdiction over all matters or disputes arising out of, or in connection with, the enforcement, implementation or interpretation of this Stipulation and Agreed Order.

10. This Stipulation and Agreed Order shall not be modified, altered, amended or vacated without the prior written consent of all Parties. Any such modification, alteration, amendment or vacation in whole or in part shall be subject to the approval of the Bankruptcy Court. No statement made or action taken in the negotiation of this Stipulation and Agreed Order may be used by any party for any purpose whatsoever.

11. This Stipulation and Agreed Order is the entire agreement between the Parties in respect of the subject matter hereof and may be signed in counterpart originals. Except as set forth expressly herein, nothing in this Stipulation and Agreed Order shall affect, modify or limit in any way the Parties' rights and obligations under or with respect to the MPA, Surety Bonds, indemnity agreements and collateral pledge agreements referenced herein.

IT IS SO ORDERED.

Dated: New York, New York
— September 14 — 2010

AGREED TO BY:

Dated: August 17, 2010

/s/ Joseph H. Smolinsky

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ATTORNEYS FOR SAFECO INSURANCE
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MUTUAL INSURANCE COMPANY

Exhibit A

**STIPULATION AND AGREED ORDER APPROVING TRANSFER OF
CERTAIN SURETY BONDS AND RELATED COLLATERAL TO NEW GM
(F/K/A NGMCO, INC.) AND FOR AMENDMENT OF PENDING CLAIMS**

NEWCO

BOND NO.	SURETY	PRINCIPAL	OBLIGEE	DESCRIPTION	BOND AMOUNT	PREMIUM	EFFECTIVE	EXPIRATION	BOND TYPE
285020306	LIBERTY	GENERAL MOTORS CORP	STATE OF INDIANA	Self-insured Workers Comp	\$4,500,000.00	\$27,787.00	11/18/2008	11/18/2009	WC
285023904	LIBERTY	AHLENE MAY ZUREKI	STATE OF MICHIGAN	Notary Public	\$10,000.00	\$100.00	7/21/2005	7/21/2009	NP
285026817	LIBERTY	SATURN CORPORATION	ROBERT GILL	Appeal - File No. 11223	\$58,000.00	\$261.00	06/07/2009	06/07/2010	CT
285028241	LIBERTY	ONSTAR CORPORATION	STATE OF VERMONT	F Hands Free Calling Service	\$290,000.00	\$1,305.00	2/14/2009	2/14/2010	LP
285028247	LIBERTY	ARGONAUT HOLDINGS, II	CITY OF HOMESTEAD, FLORIDA		\$10,113.88	\$100.00	3/1/2009	3/1/2010	GP
285028257	LIBERTY	GENERAL MOTORS CORP	PACIFIC GAS AND ELE	Utility Payment	\$3,463.00	\$100.00	4/21/2009	4/21/2010	GP
285028275	LIBERTY	GENERAL MOTORS CORP	PEOPLE OF STATE OF	Game of Chance - GMC De	\$50,000.00	\$225.00	8/20/2008	8/20/2009	GP
285028285	LIBERTY	GENERAL MOTORS CORP	PEOPLE OF STATE OF	Game of Chance - Pontiac F	\$35,495.00	\$160.00	10/17/2008	10/17/2009	GP
285028310	LIBERTY	GENERAL MOTORS CORP	PEOPLE OF STATE OF	Game of Chance - Chevy W	\$40,000.00	\$180.00	2/2/2009	2/2/2010	GP
285028311	LIBERTY	ARGONAUT HOLDINGS, II	FLORIDA POWER COR	Utility Payment - Tampa Bay	\$1,225.00	\$100.00	2/3/2009	2/3/2010	GP
285028312	LIBERTY	ARGONAUT HOLDINGS, II	ORANGE AND ROCKL	Utility Payment - Account Nu	\$4,700.00	\$100.00	2/3/2009	2/3/2010	GP
285028313	LIBERTY	ARGONAUT HOLDINGS, II	ORANGE AND ROCKL	Utility Payment - Account Nu	\$8,695.00	\$100.00	2/3/2009	2/3/2010	GP
285028314	LIBERTY	ARGONAUT HOLDINGS, II	ORANGE AND ROCKL	Utility Payment - Account Nu	\$890.00	\$100.00	2/3/2009	2/3/2010	GP
LIBERTY Total					\$5,012,581.88	\$30,618.00			
6184918	SAFECO	GENERAL MOTORS OF C.	MINISTER OF NATION	Temporary Importation of Gr	\$3,500,000.00	\$13,125.00	4/1/2009	4/1/2010	CU
6184928	SAFECO	GENERAL MOTORS OF C.	REVENUE CANADA	Release Prior to Payment	\$2,000,000.00	\$11,976.00	7/10/2008	7/10/2009	CU
6184935	SAFECO	GENERAL MOTORS OF C.	HER MAJESTY THE QU	Wholesaler's Sales Tax	\$18,750.00	\$100.00	8/26/2008	8/26/2009	LP
6198898	SAFECO	GENERAL MOTORS CORP	STATE OF CALIFORNIA	Motor Vehicle	\$50,000.00	\$250.00	2/3/2009	2/3/2010	LP
6198899	SAFECO	GENERAL MOTORS CORP	STATE OF CALIFORNIA	Motor Vehicle Dealer Bond	\$10,000.00	\$100.00	2/20/2009	2/20/2010	LP
6198930	SAFECO	GENERAL MOTORS CORP	U.S. CUSTOMS SERVIC	Drawback - Activity Code 1a	\$5,000,000.00	\$25,000.00	3/4/2009	3/4/2010	CU
6205176	SAFECO	GENERAL MOTORS CORP	COMMONWEALTH OF	Workers' Compensation	\$3,000,000.00	\$18,000.00	3/27/2009	3/27/2010	WC
6213039	SAFECO	GENERAL MOTORS OF C.	MINISTER OF NATION	Quebec Auto Dealers/GCN	\$100,000.00	\$1,000.00	8/27/2008	8/27/2010	LP
6241114	SAFECO	GENERAL MOTORS CORP	STATE OF ALABAMA	Motor Vehicle Dealer Bond	\$10,000.00	\$100.00	9/30/2008	9/30/2009	LP
6241184	SAFECO	GENERAL MOTORS CORP	STATE OF ALABAMA	Motor Vehicle Dealer Bond	\$10,000.00	\$100.00	9/30/2008	9/30/2009	LP
6246299	SAFECO	GENERAL MOTORS CORP	DISTRICT OF COLUMB	Motor Vehicle Dealer Bond	\$25,000.00	\$125.00	10/31/2008	10/31/2009	LP
6251516	SAFECO	GENERAL MOTORS CORP	STATE OF LOUISIANA	Do Not Call Bond	\$20,000.00	\$100.00	11/13/2008	11/13/2009	LP
6251517	SAFECO	GENERAL MOTORS CORP	STATE OF MISSISSIPPI	Do Not Call Bond	\$50,000.00	\$250.00	11/13/2008	11/13/2009	LP
6251573	SAFECO	SATURN DISTRIBUTION C	STATE OF NEW MEXIC	Motor Vehicle Dealer Bond	\$50,000.00	\$250.00	10/10/2008	10/10/2009	LP
6251602	SAFECO	GMAC MORTGAGE CORP	GNMA	Lost Instrument Bond	\$183,600.00	\$918.00	11/26/2003	11/26/2010	LI
6251603	SAFECO	GMAC MORTGAGE CORP	GNMA	Lost Instrument Bond	\$72,356.00	\$362.00	11/26/2003	11/26/2010	LI
6256905	SAFECO	PONTIAC MOTOR DIVISI	CITY OF PONTIAC	Erect a fence on city public r	\$1,000.00	\$100.00	12/29/2008	12/29/2009	LP
6256906	SAFECO	CHEVROLET MOTOR DIVI	STATE OF NEW MEXIC	Motor Fee & Tax Bond	\$2,000.00	\$100.00	12/29/2008	12/29/2009	LP
6256907	SAFECO	GENERAL MOTORS CORP	COLORADO DEPT OF I	Mileage and Fuel Tax Bond	\$400.00	\$100.00	12/29/2008	12/29/2009	LP
6256909	SAFECO	CHEVROLET-PONTIAC-C	STATE OF TENNESSEE	Fuel Tax Bond	\$1,000.00	\$100.00	12/29/2008	12/29/2009	LP
6256913	SAFECO	GMAC MORTGAGE CORP	GNMA	Lost Instrument Bond	\$79,322.00	\$397.00	12/29/2003	12/29/2010	LI
6256914	SAFECO	GMAC MORTGAGE CORP	GNMA	Lost Instrument Bond	\$70,443.00	\$352.00	12/29/2003	12/29/2010	LI
6256930	SAFECO	SATURN CORPORATION	MARYLAND DEPARTM	Motor Vehicle Manufacturer	\$100,000.00	\$500.00	01/01/2009	01/01/2010	LP
6256931	SAFECO	SATURN CORPORATION	STATE OF TENNESSEE	Bond for Petroleum Product	\$1,000.00	\$100.00	01/01/2009	01/01/2010	LP
6256932	SAFECO	VICTORIA LYNN PROCK	C STATE OF CALIFORNIA	Vehicle Verifier Bond	\$5,000.00	\$100.00	1/1/2009	1/1/2010	LP
6267266	SAFECO	GENERAL MOTORS CORP	STATE OF GEORGIA	Motor Vehicle	\$20,000.00	\$100.00	3/31/2009	3/31/2010	LP
6273565	SAFECO	GENERAL MOTORS ACCE	FIRST BANK OF DALTC	Check No. 014217 dated 11	\$40,342.51	\$202.00	4/6/2004	4/6/2011	LI
6273595	SAFECO	GENERAL MOTORS ACCE	BANK OF AMERICA	Check No. 3142227, dated 3	\$25,479.48	\$127.00	4/8/2004	4/8/2011	LI
6273676	SAFECO	GENERAL MOTORS CORP	ELLA M. HANNER REPI	Appeal Bond	\$124,000.00	\$620.00	04/23/2009	04/23/2010	CT
6286296	SAFECO	LISA A. ALTIZER	STATE OF MICHIGAN	Notary Bond	\$10,000.00	\$100.00	7/16/2004	7/16/2010	NP
6286392	SAFECO	RICHARD L. BROWN	STATE OF INDIANA	Notary Bond	\$5,000.00	\$100.00	6/23/2004	6/23/2012	NP
6286393	SAFECO	JIMMIE E. KING	STATE OF INDIANA	Notary Bond	\$5,000.00	\$100.00	6/23/2004	6/23/2012	NP
6307874	SAFECO	GENERAL MOTORS CORP	STATE OF NEW YORK	self-insurer - disability benefi	\$50,000.00	\$750.00	11/4/2008	11/4/2009	WC
6320638	SAFECO	GENERAL MOTORS ACCE	ARVEST BANK	Check No. 567661 in the arr	\$12,000.00	\$100.00	12/29/2004	12/29/2011	LI
6351257	SAFECO	NESTELYN L. GARRETT	STATE OF MICHIGAN	Notary Bond	\$10,000.00	\$100.00	7/26/2005	7/26/2011	NP
6380057	SAFECO	PAMELLA SIMON GRANT	STATE OF MICHIGAN	Notary Bond	\$10,000.00	\$100.00	11/4/2005	5/26/2011	NP
6380117	SAFECO	GM CAR COMPANY LLC	THE STATE OF FLORID	Motor Vehicle Dealer Bond	\$25,000.00	\$125.00	4/30/2009	4/30/2010	LP
6387708	SAFECO	GM CAR COMPANY LLC	STATE OF MISSOURI	Motor Vehicle Dealer Bond	\$25,000.00	\$125.00	11/30/2008	11/30/2009	LP
6387743	SAFECO	GM CAR COMPANY LLC	STATE OF NEW MEXIC	Motor Vehicle Dealer Bond	\$50,000.00	\$250.00	12/2/2008	12/2/2009	LP
6387744	SAFECO	GM CAR COMPANY LLC	STATE OF MISSOURI	Motor Vehicle Dealer Bond	\$25,000.00	\$125.00	12/2/2008	12/2/2009	LP
6387773	SAFECO	GM CAR COMPANY LLC	STATE OF COLORADO	Motor Vehicle Dealer Bond	\$30,000.00	\$150.00	12/12/2008	12/12/2009	LP
6387890	SAFECO	GENERAL MOTORS CORP	STATE OF MISSOURI	Motor Vehicle Dealer, Adess	\$25,000.00	\$125.00	1/1/2009	1/1/2010	LP
6412067	SAFECO	CRISTINA VARGAS	STATE OF ARIZONA	Notary Public Bond	\$5,000.00	\$100.00	6/1/2006	5/31/2010	NP
6449949	SAFECO	S. HAYES	STATE OF MICHIGAN	Notary Bond/Att	\$10,000.00	\$100.00	10/25/2006	12/20/2012	NP
6490036	SAFECO	SATURN DISTRIBUTION C	NORTH CAROLINA DIV	Motor Vehicle Dealer	\$50,000.00	\$250.00	05/01/2009	05/01/2010	LP
6490037	SAFECO	SATURN CORPORATION	NORTH CAROLINA DIV	Motor Vehicle Dealer	\$50,000.00	\$250.00	05/01/2009	05/01/2010	LP
6522312	SAFECO	ONSTAR CORPORATION	STATE OF NORTH DAK	Teltelecommunications Resell	\$2,500.00	\$100.00	9/25/2008	9/25/2009	LP
6555141	SAFECO	NESTELYN L. GARRETT	STATE OF MICHIGAN	Notary Bond	\$10,000.00	\$100.00	3/7/2008	3/7/2014	NP
6571067	SAFECO	G.M. SAFE DRIVING PROC	STATE OF MICHIGAN	Information Purchasers Unif	\$25,000.00	\$125.00	5/6/2009	5/6/2010	LP
6571078	SAFECO	DIANA GOWING	STATE OF MICHIGAN	Notary Bond	\$10,000.00	\$100.00	5/15/2008	5/15/2012	NP
6571084	SAFECO	GENERAL MOTORS CORP	MICHIGAN DEPARTMEI	Information Purchaser's Unif	\$25,000.00	\$125.00	5/14/2009	5/14/2010	GP
6585688	SAFECO	GENERAL MOTORS CORP	PEOPLE OF STATE OF	Game of Chance - Chevy Dr	\$93,080.00	\$465.00	7/30/2008	7/30/2009	GP
6595088	SAFECO	SATURN CORPORATION	STATE OF MISSISSIPPI	Do Not Call Bond	\$50,000.00	\$250.00	09/03/2008	09/03/2009	LP
031014009	SAFECO	GENERAL MOTORS CORP	U.S. CUSTOMS SERVIC	Instruments of International	\$20,000.00	\$100.00	11/25/2008	11/25/2009	CU
031014010	SAFECO	GENERAL MOTORS CORP	U.S. CUSTOMS SERVIC	U.S. Customs - Activity 3a- Ir	\$20,000.00	\$100.00	11/25/2008	11/25/2009	CU
6198885	SAFECO	SAAB CARS USA, INC.	STATE OF CONNECTIC	Motor Vehicle Dealer	\$10,000.00	\$100.00	01/17/2009	01/17/2010	LP
6198900	SAFECO	SAAB FINANCIAL SERVICI	STATE OF NEVADA	Sales/Use Tax Permit	\$6,300.00	\$100.00	02/22/2009	02/22/2010	LP
6205213	SAFECO	SAAB LEASING LLT.	STATE OF CONNECTIC	Motor Vehicle Leasing	\$10,000.00	\$100.00	02/23/2009	02/23/2010	LP
6246326	SAFECO	SAAB CARS USA, INC.	STATE OF NEW HAMPS	Extended Service Contract	\$50,000.00	\$250.00	09/09/2008	09/09/2009	GP
6251482	SAFECO	SAAB LEASING CO., INC.	STATE OF NEW HAMPS	Sales Finance Bond	\$25,000.00	\$125.00	12/31/2008	12/31/2009	LP
6251579	SAFECO	SAAB CARS USA, INC.	STATE OF CONNECTIC	Motor Vehicle/Leasing/Renti	\$10,000.00	\$100.00	10/14/2008	10/14/2009	LP
SAFECO Total					\$15,333,572.99	\$79,069.00			
6/30/2009 Total bonds transferred					\$20,346,154.87				

Exhibit B

**STIPULATION AND AGREED ORDER APPROVING TRANSFER OF
CERTAIN SURETY BONDS AND RELATED COLLATERAL TO NEW GM
(F/K/A NGMCO, INC.) AND FOR AMENDMENT OF PENDING CLAIMS**

EXHIBIT B
TO STIPULATION AND AGREED ORDER APPROVING TRANSFER OF
CERTAIN SURETY BONDS AND RELATED COLLATERAL TO NEW GM
(F/K/A NGMCO, INC.)

REMAINING SURETY BONDS

Liberty Bond

Bond No.	Principal	Obligee	Penal Sum	Bond Type
285028240	General Motors Corporation	Charter Township of Lansing, MI	\$3,000,000	Permit Bond for demolition of GM's Plant

Safeco Bond

Bond No.	Principal	Obligee	Penal Sum	Bond Type
6571113	General Motors Corporation	State of New Jersey, Bureau of Private Plan	\$50,000	Private Plan under the New Jersey Temporary Disability Benefits Law