

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)
:
: **Ref. Docket No. 7226**
:
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AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

SIDNEY J. GARABATO, being duly sworn, deposes and says:

1. I am employed as a Case Manager by Epiq Bankruptcy Solutions, LLC, located at 757 Third Avenue, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action.

2. On October 4, 2010, I caused to be served the:

- a) “Motion of the Official Committee of Unsecured Creditors of Motors Liquidation Company to Enforce (A) the Final DIP Order, (B) the Wind-Down Order, and (C) the Amended DIP Facility,” dated October 4, 2010 [Docket No. 7226] (the “Motion to Enforce”), and
- b) “Motion of the Official Committee of Unsecured Creditors of Motors Liquidation Company to Enforce (A) the Final DIP Order, (B) the Wind-Down Order, and (C) the Amended DIP Facility,” dated October 4, 2010, without exhibits of the Mayer Declaration attached thereto, a copy of which is annexed hereto as Exhibit A, (the “Motion to Enforce without Mayer Declaration Exhibits”)

by causing true and correct copies of the:

- i. Motion to Enforce, to be delivered by electronic mail to those parties listed on the annexed Exhibit B,
- ii. Motion to Enforce without Mayer Declaration Exhibits, to be delivered by facsimile to those parties listed on the annexed Exhibit C, and

iii. Motion to Enforce without Mayer Declaration Exhibits, to be enclosed securely in separate postage pre-paid envelopes and delivered by first class mail to those parties listed on the annexed Exhibit D.

3. All envelopes utilized in the service of the foregoing contained the following legend: "LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO ATTENTION OF ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT."

/s/ Sidney J. Garabato
Sidney J. Garabato

Sworn to before me this
5th day of October, 2010

/s/ Cassandra Murray
Cassandra Murray
Notary Public, State of New York
No. 01MU6220179
Qualified in the County of Queens
Commission Expires April 12, 2014

EXHIBIT A

Hearing Date and Time: October 21, 2010 at 9:45 a.m. (Eastern Time)

Objection Deadline: October 14, 2010 at 4:00 p.m. (Eastern Time)

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**MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF MOTORS LIQUIDATION COMPANY TO ENFORCE
(A) THE FINAL DIP ORDER, (B) THE WIND-DOWN ORDER,
AND (C) THE AMENDED DIP FACILITY**

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**MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF MOTORS LIQUIDATION COMPANY TO ENFORCE
(A) THE FINAL DIP ORDER, (B) THE WIND-DOWN ORDER,
AND (C) THE AMENDED DIP FACILITY**

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

The Official Committee of Unsecured Creditors (the “Committee”) of the above captioned debtors and debtors-in-possession in these chapter 11 cases (collectively, the “Debtors” or “Old GM”), by and through its undersigned counsel, hereby moves for entry of an order, substantially in the form annexed as Exhibit A hereto, enforcing: (i) the Final Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (A) Approving a DIP Credit Facility and Authorizing the Debtors to Obtain

Post-Petition Financing Pursuant Thereto, (B) Granting Related Liens and Super-Priority Status, (C) Authorizing the Use of Cash Collateral and (D) Granting Adequate Protection to Certain Pre-Petition Secured Parties dated June 25, 2009 (the “**Final DIP Order**”) [Docket No. 2529]; (ii) the Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (A) Approving Amendment to DIP Credit Facility to Provide for Debtors’ Post-Petition Wind-Down Financing dated July 5, 2009 (the “**Wind-Down Order**”) and together with the Final DIP Order, the “**Orders**”) [Docket No. 2969]; and (iii) the \$1,175,000,000 Amended and Restated Secured Superpriority Debtor-in-Possession Credit Agreement (the “**Amended DIP Facility**”), dated as of July 10, 2010, by and among the Debtors, the United States Department of the Treasury (“**Treasury**”), and Export Development Canada (“**EDC**”).

PRELIMINARY STATEMENT

On August 26, 2010 – more than a year after the Committee sued for the return of \$1.5 billion paid on account of an apparently voidable security interest (as defined more precisely below, the “**Term Loan Litigation**”) – Treasury for the first time asserted that Treasury, not unsecured creditors, owned the Term Loan Litigation. On August 31, 2010, the Debtors filed a Joint Chapter 11 Plan (the “**Proposed Plan**”) [Docket No 6829], which, at Treasury’s request, provided that ownership of the Term Loan Litigation would be determined by the Court or by negotiation between Treasury and the Committee.

Treasury’s position with respect to the Term Loan Litigation contradicts the Final DIP Order, approving Treasury’s original \$33.3 billion debtor-in-possession facility, the Wind-Down Order, approving the Amended DIP Facility and the Amended DIP Facility itself, each of

which Treasury agreed to before they were entered by the Court. The Orders and the Amended DIP Facility provide as follows:

- The Committee, and only the Committee, has the ability to bring the Term Loan Litigation.
- The Term Loan Litigation is specifically excluded from Treasury's collateral.
- Treasury's recourse is limited solely to its collateral. Thus Treasury has no interest in the Term Loan Litigation.

Treasury must live up to its agreements. The Committee asks this Court to enforce them.

FACTS

A. "The Deal" – Negotiations Prior to the Bankruptcy Case

1. Paul Weiss Rifkind Wharton & Garrison LLP ("**Paul Weiss**") and Houlihan, Lokey Financial Advisors, Inc. were retained before the commencement of these cases by major holders of the Debtors' publicly traded bonds. These firms negotiated the basic deal with Treasury that underpins these chapter 11 cases, as follows: Their major bondholder clients agreed not to object to the Debtors' sale under Section 363 of substantially all of the Debtors' assets to a new company controlled by Treasury ("**New GM**"). Treasury in return agreed to have New GM issue 10% of its common stock, and warrants with a value approximating an additional 10% of New GM equity, to the Debtors for distribution to the Debtors' unsecured creditors. *See* Mayer Decl. ¶ 2.¹

2. The deal was based on an estimate of the Debtors' unsecured claims at \$35 billion. Treasury agreed that if unsecured claims increased, then, in a range from \$35 billion

¹ All references to "Mayer Decl. ¶ ___" are to the accompanying Declaration of Thomas Moers Mayer, dated October 4, 2010, attached hereto as **Exhibit B**. All references to "Mayer Decl. Ex. ___" are to the exhibits annexed to the Mayer Declaration.

to \$42 billion, New GM would issue up to an additional 2% of New GM common stock. Thus, within the \$35 to \$42 billion range, the 10% of New GM common stock was protected from dilution. However, no additional warrants would be issued by New GM. Thus the New GM warrants, which could comprise approximately half of unsecured creditors' value, would not be protected from dilution if claims ranged from \$35 billion to \$42 billion. If unsecured claims exceed \$42 billion, there would be no dilution protection at all. Current estimates of unsecured claims are not public with one exception: New GM's report for the second calendar quarter of 2010 states that it estimates unsecured claims against the Debtors will exceed \$37 billion. *See* Mayer Decl. ¶ 3; Mayer Dec. Ex. 1, General Motors Co. 10-Q filed August 16, 2010 at p. 40.

3. The deal was also based on Treasury's commitment to pay, at the closing of the sale, all claims of the Debtors' secured bank lenders – including claims under a \$1.5 billion (principal amount) term loan which was, at the time, believed to be fully secured by a non-voidable security interest and various mortgages (as more fully defined below, the "**Prepetition Term Loan**"). *See* Mayer Decl. ¶ 4.

4. The foregoing paragraphs are set forth on information and belief, based on Committee counsel's interviews of Paul Weiss and Houlihan Lokey Financial Advisors LLP and statements contained in the Debtors' Disclosure Statement filed on August 31, 2010 (the "**Disclosure Statement**") [Docket No. 6830]. The Committee does not believe the foregoing paragraphs are disputed.

B. The Term Loan Litigation

5. On June 1, 2009, (the "**Petition Date**"), all Debtors with material assets filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, as amended (the "**Bankruptcy Code**"). *See* Mayer Decl. ¶ 5. On June 3, 2009, the Committee was formed and retained professionals. *See* Mayer Decl. ¶ 6.

6. In the weeks following the Petition Date, the Committee negotiated the Amended DIP Facility and the Orders. Each of these documents was drafted by Treasury's counsel, which took or rejected comments from the Committee and other parties in the course of the negotiations. *See* Mayer Decl. ¶ 7.

7. A key all-hands meeting of counsel to the Debtors, the Committee and Treasury, plus Paul Weiss, and their respective financial advisors took place on June 19, 2009 (the "**June 19 Negotiating Session**"). *See* Mayer Decl. ¶ 8.

8. Prior to the June 19 Negotiating Session, the Committee had commenced its investigation of liens and security interests securing a prepetition \$1.5 billion term loan dated as of November 29, 2006 and amended March 4, 2009 (the "**Prepetition Term Loan**") from a bank syndicate (the "**Prepetition Term Lenders**")² agented by JPMorgan Chase Bank, N.A. ("**JPMorgan**"). The day before the June 19 Negotiating Session, JPMorgan's counsel called to inform Committee counsel that, prior to the Petition Date, a paralegal for counsel to the Debtors filed a UCC-3 termination statement with respect to the Prepetition Term Loan's security interests without authority. *See* Mayer Decl. ¶ 9. Subsequent discovery has uncovered facts supporting the Committee's contention that JPMorgan did in fact authorize the paralegal to file the UCC-3 termination statement. *See* Mayer Decl. ¶ 9. This matter is currently *sub judice* with this Court. *See* Mayer Decl. ¶ 9, *see also* Adversary Complaint dated July 31, 2009 [Case No. 09-00504].

9. The Committee was therefore particularly focused on a possible challenge to the Prepetition Term Lenders' security interest and recovery of the \$1.5 billion in cash slated to be paid, at the closing of the sale, to the lenders (the "**Term Loan Litigation**"). The

² The Final DIP Order and the Wind-Down Order refer to the Prepetition Term Lenders as the Prepetition Senior Facilities Secured Parties.

Committee's agenda for the June 19 Negotiating Session, and discussions thereafter, included preserving the benefit of the Term Loan Litigation for unsecured creditors. *See* Mayer Decl. ¶10; Mayer Decl. Ex. 2, E-mail to Treasury.

10. By June 25, 2009, the Debtors, Treasury, the Prepetition Term Lenders and the Committee had agreed on the terms of the Final DIP Order and the Debtors submitted the order to the Court. *See* Mayer Decl. ¶ 13; Mayer Decl. Ex. 3, June 25, 2009 Hearing Tr. at pp. 20-22. The Final DIP Order, among other things, provides that the Debtors release the Prepetition Term Lenders on behalf of the Debtors and all parties claiming through the Debtors (including, for example, Treasury) with one exception: the Committee, and only the Committee, was given both the right and standing to challenge the Prepetition Term Lenders' liens. *See* Mayer Decl. Ex. 4, Final DIP Order ¶ 19(d) at p. 25:

. . . provided, however, that such release shall not apply to the Committee with respect only to the perfection of first priority liens of the Prepetition Senior Facilities Secured Parties (it being agreed that if the Prepetition Senior Facilities Secured Parties, after payment, assert or seek to enforce any right or interest in respect of any junior liens, the Committee shall have the right to contest such right or interest in such junior lien on any grounds, including (without limitation) validity, enforceability, priority, perfection or value) (the "**Reserved Claims**").³ The Committee shall have automatic standing and authority to both investigate the Reserved Claims and bring actions based upon the Reserved Claims against the Prepetition Senior Facilities Secured Parties not later than July 31, 2009 (the "**Challenge Period**")

11. As noted above, Treasury's counsel drafted the Final DIP Order. At the June 25, 2009 hearing, Treasury asked the Court to enter the order. *See* Mayer Decl. Ex. 3, June 25, 2009 Hearing Tr. at pp. 21-22.

³ The term "Reserved Claims" shall have the meaning ascribed thereto in paragraph 19(d) of the Final DIP Order.

12. On June 29, 2009, the Debtors filed their Motion Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 to Amend DIP Credit Facility (the “**Motion to Amend DIP Facility**”) [Docket No. 2755], which seeks approval of the Amended DIP Facility. *See* Mayer Decl. Ex. 5, Motion to Amend DIP Facility. This motion highlights for the Court the primary terms of the Amended DIP Facility and specifically provides that the term “Collateral” excludes “avoidance actions arising under chapter 5 of the Bankruptcy Code and applicable state law against the Prepetition Senior Facilities Secured Parties (as defined in the DIP Facility).” *See* Mayer Decl. Ex. 5, Motion to Amend DIP Facility ¶ 10(d) at p. 4. In addition, the Motion to Amend DIP Facility provides that the “obligations under the Wind-Down Facility will be non-recourse to the Borrower or the Guarantors, and recourse would only be to the Collateral.” *See* Mayer Decl. Ex. 5, Motion to Amend DIP Facility ¶ 10(f) at p. 4.

13. By July 2, 2009, after exchanging multiple drafts and comments thereon, the parties agreed on the terms of the Amended DIP Facility and the Wind-Down Order. The parties, including Treasury, asked the Court to enter the Wind-Down Order approving the Amended DIP Facility. *See* Mayer Decl. ¶ 15; Mayer Decl. Ex. 6, July 2, 2009 Hearing Tr. at pp. 101-07. On July 5, 2009, the Court signed and entered the Wind-Down Order approving the Amended DIP Facility in substantially the form attached as an exhibit thereto. *See* Mayer Decl. ¶ 17; Mayer Decl. Ex. 7, Wind-Down Order.

14. The Amended DIP Facility specifically excludes the Term Loan Litigation from Treasury’s collateral by defining “Collateral” as follows:

[A]ll property and assets of the Loan Parties of every kind or type . . . (including avoidance actions arising under Chapter 5 of the Bankruptcy Code and applicable state law **except avoidance**

actions against the Prepetition Senior Facilities Secured Parties
(as defined in the Final Order))

Mayer Decl. Ex. 8, Amended DIP Facility at p. 6 (emphasis added). The Amended DIP Facility defines the New GM stock and warrants as “New GM Equity Interests” and excludes those assets from Treasury’s lien as “Excluded Collateral.” Mayer Decl. Ex. 8, Amended DIP Facility at p. 9; *see also* Mayer Decl. Ex. 8, Amended DIP Facility § 8.20 at p. 67.

15. Not only does the Amended DIP Facility exclude the Term Loan Litigation from Treasury’s collateral but the Wind-Down Order does so as well:

[T]he DIP Liens shall not include security interests in or liens on avoidance actions arising under chapter 5 of the Bankruptcy Code against the Prepetition Senior Facilities Secured Parties (as defined in the DIP Credit facility) or any stock, warrants, options or other equity interests in New CarCo (as defined in the Amended DIP Facility) issued to or held by any Debtor (or any of its subsidiaries) pursuant to the Related Section 363 Transactions including any dividends, payments or other distributions thereon and any proceeds or securities received or receivable upon any disposition or exercise thereof (the “**New GM Equity Interests**”).

Mayer Decl. Ex. 7, Wind-Down Order at p. 5.

16. Both the Amended DIP Facility and the Wind-Down Order explicitly provide that Treasury’s Wind-Down Loan shall be **non-recourse**:

The Loans shall be non-recourse to the Borrower and the Guarantors and recourse only to the Collateral.

Mayer Decl. Ex. 8, Amended DIP Facility § 2.1 at p. 24 (second sentence).

[T]he Loans (as defined in the Amended DIP Facility) shall be non-recourse to the Borrower and the Guarantors, such that the DIP Lenders’ recourse under the Amended DIP Facility shall be only to the Collateral (as defined in the Amended DIP Facility) securing the DIP Loans. . . .

Mayer Decl. Ex. 7, Wind-Down Order at p. 6. As noted above, the Amended DIP Facility’s definition of “Collateral,” used in both the Amended DIP Facility and the Wind-Down Order,

specifically excludes the Term Loan Litigation from “Collateral.” *See* Mayer Decl. Ex. 8, Amended DIP Facility at p. 6; Mayer Decl. Ex. 7, Wind-Down Order at p. 6.

17. The foregoing provisions were no accident. By the end of the June 19 Negotiating Session, all parties in interest – including Treasury – agreed that Treasury’s collateral would not include the Term Loan Litigation. *See* Mayer Decl. ¶ 11. Shortly after the June 19 Negotiating Session, Committee counsel further specifically requested that Treasury’s recourse under the Amended DIP Facility be limited to its collateral – specifically excluding from such recourse the New GM stock, the New GM warrants and the Term Loan Litigation. *See* Mayer Decl. ¶ 12; Mayer Decl. Ex. 9, E-mail to Treasury. Committee counsel submitted comments amending the Amended DIP Facility § 2.1, limiting recourse to “Collateral”, in an attachment to an e-mail dated June 30, 2009 and circulated to the Debtors, Treasury, and other parties in interest. *See* Mayer Decl. Ex. 10, June 30, 2009 E-mail to Debtors and Treasury. Treasury’s counsel inserted this proposed language into the Amended DIP Facility and the language remained in each subsequent draft of the Amended DIP Facility through and including the execution version. *See* Mayer Decl. ¶ 12.

18. At the July 2, 2009 hearing on the Debtors’ motion to approve the Amended DIP Facility, counsel to the Committee provided the Court with a brief overview of the Committee’s discussions with the Debtors and Treasury regarding the Amended DIP Facility and the Wind-Down Order. *See* Mayer Decl. Ex. 6, July 2, 2009 Hearing Tr. at pp. 101-03. Treasury did not object to this narrative or the terms of the Amended DIP Facility or the Wind-Down Order. *See* Mayer Decl. Ex. 6, July 2, 2009 Hearing Tr.

19. Indeed, Treasury’s counsel affirmed the Committee’s representations and supplemented them by stating, “I should make clear that the funding facility is on a non-recourse

basis, as has been the case throughout these discussions.” Mayer Decl. Ex. 6, July 2, 2009 Hearing Tr. at p. 103.

20. Hearing no objection, this Court entered the Wind-Down Order, which approved the Amended DIP Facility in substantially the form attached as an Exhibit thereto. *See* Mayer Decl. ¶ 17. Treasury subsequently insisted on further amendments, not approved by the Court, but such amendments are not relevant to this Motion. *See* Mayer Decl. ¶ 17. Treasury signed and consummated the Amended DIP Facility, with the provisions excluding the Term Loan Litigation from both collateral and recourse included in the executed final document, on July 10, 2009. *See* Mayer Decl. Ex. 8, Amended DIP Facility.

21. On July 31, 2009, pursuant to standing granted to the Committee under Final DIP Order ¶ 19(d), the Committee timely filed a complaint against the Prepetition Term Lenders seeking to: (i) avoid the security interest that was subject to the UCC-3 termination statement; (ii) avoid and recover funds from the Prepetition Term Lenders paid on account of such security interest; and (iii) disallow claims held by the Prepetition Term Lenders. *See* Adversary Complaint dated July 31, 2009 [Case No. 09-00504, Docket No. 1]. Cross motions for summary judgment are scheduled to be heard by the Court on November 1, 2010. *See* Mayer Decl. ¶ 18.

22. For almost a year, Treasury made no attempt to intervene in the lawsuit or assert any interest therein. *See* Mayer Decl. ¶ 19. Moreover, Treasury has not once objected to any of the Committee’s fee applications seeking reimbursement for its work on the litigation. *See* Mayer Decl. ¶ 19.

23. The initial draft of the Proposed Plan, which was circulated to the Committee on July 23, 2010, provided that the Term Loan Litigation would be prosecuted for the

sole benefit of unsecured creditors.⁴ *See* Mayer Decl. ¶ 20. Specifically, the initial draft of the Proposed Plan provided that the distribution to unsecured creditors included the proceeds of the Term Loan Litigation. *See* Mayer Decl. ¶ 20.

24. On July 22, 2010, Treasury’s counsel called Committee counsel and for the first time asserted that Treasury had an interest in the Term Loan Litigation. *See* Mayer Decl. ¶ 21. On July 26, 2010, August 16, 2010 and August 18, 2010, Committee counsel participated in conference calls with Treasury’s counsel regarding, among other things, the status of the Term Loan Litigation. *See* Mayer Decl. ¶ 21. By no later than August 19, 2010, counsel to the Debtors informed counsel to the Committee that per Treasury’s request, the Proposed Plan would provide that the beneficiary of the Term Loan Litigation be determined at a later date. *See* Mayer Decl. ¶ 21.

25. On August 26, 2010, more than a full year after the Committee initiated the Term Loan Litigation, Treasury filed the Statement of the United States of America with Respect to Cross-Motions for Summary Judgment (“**Statement**”) [Docket No. 6805] requesting that any resolution of the cross motions for summary judgment not determine any person or entity’s entitlements with respect to the ultimate distribution of any funds recovered from the Term Loan Litigation. *See* Mayer Decl. ¶ 22; Mayer Decl. Ex. 11, Statement.

26. On August 31, 2010, the Debtors filed the Proposed Plan, which provides that the Term Loan Litigation will be included in the Avoidance Action Trust as an Avoidance Action Trust Asset. *See* Mayer Decl. ¶ 23; Mayer Decl. Ex. 12, Debtors’ Joint Chapter 11 Plan at § 1.22. The Proposed Plan further provides that interests in the Avoidance Action Trust will be distributed to Treasury or to unsecured creditors as the Court may decide or as the Committee

⁴ The Proposed Plan provides that the Term Loan Litigation may continue to be prosecuted post-confirmation.

and Treasury may agree. *See* Mayer Decl. ¶ 23; Mayer Decl. Ex. 12, Debtors’ Joint Chapter 11 Plan at § 1.23.

JURISDICTION

27. This Court has subject matter 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)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

RELIEF REQUESTED

28. The Committee seeks the entry of an order, substantially in the form attached hereto as **Exhibit A**, enforcing the Orders and the Amended DIP Facility and thereby determining (as contemplated in the Proposed Plan at Treasury’s insistence) that Treasury has no interest in the Term Loan Litigation and interests in the Avoidance Action Trust shall be distributed to unsecured creditors.

BASIS FOR RELIEF REQUESTED

A. This Court Has the Authority to Enforce Its Orders

29. A Bankruptcy Court has the inherent authority to enforce its own orders: “The duty of any court to hear and resolve legal disputes carries with it the power to enforce the order.” *U.S. Lines, Inc. v. GAC Marine Fuels, Ltd. (In re McClean Indus., Inc.)*, 68 B.R. 690, 695 (Bankr. S.D.N.Y. 1986) (citations omitted). This fundamental premise is codified in Section 105 of the Bankruptcy Code. *See* 11 U.S.C. § 105(a). *See also Back v. AM Gen. Corp. (In re Chateaugay Corp.)*, 213 B.R. 633, 640 (S.D.N.Y. 1997) (discussing 11 U.S.C. § 105 and noting Bankruptcy Court’s inherent power to enforce its own orders).

30. Pursuant to Paragraph 30 of the Final DIP Order, this Court retained exclusive jurisdiction “to interpret and enforce the provisions of the DIP Credit Facility, the Interim Order and this Final Order in all respects.” *See* Mayer Decl. Ex. 4, Final DIP Order ¶ 30.

Similarly, pursuant to the final paragraph of the Wind-Down Order, this Court retained exclusive jurisdiction “to interpret and enforce the provisions of the Amended DIP Facility, the DIP Credit Facility, the Final DIP Order and this Order in all respects.” *See* Mayer Decl. Ex. 7, Wind-Down Order at p. 7.

**B. The Amended DIP Facility and the Orders
Should be Enforced According to Their Plain Terms**

31. The Committee asks the Court to enforce the Orders and the Amended DIP Facility according to the plain meaning of their provisions. *See New England Dairies, Inc. v. Dairy Mart Convenience Stores, Inc. (In Re Dairy Mart Convenience Stores, Inc.)*, 272 B.R. 66 (S.D.N.Y. 2002) (Court cannot read beyond the four corners of the Order); *United States of America v. Bartlett (In re Bartlett)*, 353 B.R. 398 (Bankr. D. Vt. 2006) (“after-the-fact exercise in interpretation cannot substitute for the plain language of the District Court Order.”); *GMAC Bus. Credit, L.L.C., v. Ford Motor Co.*, No. Civ. 02-70297, 2002 WL 32819769, *4 (E.D. Mich. Sept. 30, 2002) (“Court orders must ordinarily be interpreted by examination of only the four corners of the document.” (Internal quotations omitted)).⁵

32. The relevant provisions of the Orders, set forth above, are in no way ambiguous. The Orders and the Amended DIP Facility plainly demonstrate that: (i) the Committee and only the Committee has standing to bring the Term Loan Litigation; (ii) the Term Loan Litigation is explicitly excluded from “Collateral” as defined in the Amended DIP Facility;

⁵ It is also well-settled law that when a contract is clear and unambiguous on its face, a court will not look beyond the four corners of the contract to interpret the parties’ intentions. *See* 11 Samuel Williston, *Williston on Contracts* § 31:4, at 277-78 (4th ed. 1999). Under New York law, “agreements are construed in accordance with the intent of the parties and the best evidence of the parties’ intent is what they express in their written contract.” *Goldman v. White Plains Ctr. for Nursing Care, LLC*, 11 N.Y.3d 173, 176, (2008). Where a contract is unambiguous on its face, “the intent of the parties must be gleaned from within the four corners of the instrument, and not from extrinsic evidence.” *Bear, Stearns Funding, Inc. v. Interface Group-Nevada, Inc.*, No. 03 Civ. 8259 (CSH), 2007 WL 1988150, *10 (S.D.N.Y. July 10, 2007) (citation omitted). Accordingly, “a written agreement that is complete, clear and unambiguous on its face must be enforced according to the plain meaning of its terms.” *Id. (citing Greenfield v. Philles Records, Inc.)*, 98 N.Y.2d 562, 569 (2002)).

and (iii) the Amended DIP Facility is recourse only to Collateral, and not to assets excluded therefrom.

33. By definition, a non-recourse loan is a “secured loan that allows the lender to attach only the collateral, and not the borrower’s [other] assets, if the loan is not repaid.” BLACK’S LAW DICTIONARY, 1020-21 (9th ed. 2009). “A lack of recourse means that a secured creditor may not pursue the debtor or its estate after realization of the collateral originally given.” 7 COLLIER ON BANKRUPTCY § 1111(b)(1)(A)(i) (Alan N. Resnick & Henry J. Sommer eds., 16th Ed. rev. 2009). Since Treasury provided its \$1.175 billion loan on a non-recourse basis, Treasury cannot now look beyond its collateral for repayment of its loan.

C. The Course of Dealings and Surrounding Facts Show that Treasury Has No Interest in the Term Loan Litigation

34. Even if an ambiguity can be tortured from the straightforward provisions set forth above, the course of negotiations show beyond cavil that the Committee asked Treasury to exclude the Term Loan Litigation from its collateral and Treasury agreed. When the Committee followed through by asking Treasury to make its loan non-recourse, Treasury agreed to that, too.

35. Finally, the background facts also show that Treasury does not have and cannot have any interest in the Term Loan Litigation. The basic deal underpinning these cases, as reflected in the Proposed Plan, is that New GM common stock and warrants are distributed to unsecured creditors, who are partially protected against dilution by receiving more common stock – but not more warrants – if claims increase from \$35 billion to \$42 billion. Unsecured creditors are completely unprotected against dilution by claims above \$42 billion. If the Term Loan Litigation is successful, the \$1.5 billion in cash recovered from the losing Prepetition Term Lenders will be matched by a \$1.5 billion dilutive increase in unsecured claims.

36. FTI, the Committee’s financial advisor, has analyzed the recoveries that the general unsecured creditors would receive if the proceeds of the Term Loan Litigation inured to the benefit of unsecured creditors versus if they did not. Attached hereto as **Exhibit C** is the declaration of Anna Phillips (“**Phillips Decl.**”), which demonstrates the dilution that would occur should the Committee prevail in the Term Loan Litigation – thereby leaving the Prepetition Term Lenders with an unsecured claim of \$1.5 billion – without the unsecured creditors receiving the benefit of the proceeds of the litigation. Schedule 1 to the Phillips Decl. is a chart, prepared by FTI, which further demonstrates why it would have made no logical sense for the Committee to initiate the Term Loan Litigation unless its constituents were to receive the potential proceeds thereof.

37. Put simply, should the unsecured creditors receive the potential proceeds of the Term Loan Litigation, unsecured creditors stand to increase their overall percentage recovery by anywhere from 2.2% to 2.9%. Conversely, initiating the Term Loan Litigation without receiving the potential proceeds would result in as much as a 0.4% reduction to the general unsecured creditors’ recovery. Phillips Decl. ¶ 3.

38. It thus makes sense for the Committee to have brought the litigation only if unsecured creditors get the cash. If Treasury gets the cash, the litigation will **decrease** unsecured creditor recoveries. The Committee would never have commenced the lawsuit and prosecuted it for over a year if Treasury owned it, and the Committee will discontinue the lawsuit if Treasury is determined to own it now – **no one will own the lawsuit.**

D. Treasury Should Be Judicially Estopped From Arguing that the Term Loan Litigation Belongs to Any Entity Other Than the Committee

39. This Court rightly expects parties appearing before it to live by – and to be bound by – their words and actions. “The notion that a party in bankruptcy can be permitted to

thwart a bankruptcy order which has been conceived and fostered through its participation has been vigorously rejected.” *Cukierman v. Mechanics Bank of Richmond (In re J.F. Hink & Son)*, 815 F.2d 1314, 1318 (9th Cir. 1987) (internal quotations and citations omitted). “Such a change of position is sternly forbidden. It involves fraud and falsehood, and the law abhors both.” *Dickerson v. Colgrove*, 100 U.S. 578, 580 (1880).

40. This rule applies to Treasury, as it would any other litigant. *United States of America v. Owens*, 54 F.3d 271, 275 (6th Cir. 1995) (Given its important role in protecting the judicial process, judicial estoppel may be asserted against the government when it conducts “what appears to be a knowing assault upon the integrity of the judicial system.” (internal quotations omitted)).

41. Treasury’s counsel drafted the Orders and the Amended DIP Facility, incorporating only such changes as its client deemed acceptable. Treasury supported the entry of each Order. Having agreed to the form of the Orders, having consented to their entry on the record, having represented to the Court that its DIP liens were “non-recourse,” having sat idly by as the Committee vigorously pursued the Term Loan Litigation, Treasury should not be heard now to claim that it, and not the unsecured creditors represented by the Committee, should receive the benefit of the Committee’s work.

NOTICE

42. Notice of this motion has been provided to counsel to the Debtors, counsel to Treasury, and parties in interest in accordance with the Fourth Amended Order Pursuant to 11 U.S.C. Section 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated August 24, 2010 [Docket No. 6750]. The Committee submits that such notice is sufficient and no other or further notice need be provided.

No prior request for the relief sought in this motion has been made by the Committee to this or any other Court.

WHEREFORE, the Committee respectfully requests that this Court (i) enter an order substantially in the form attached hereto as **Exhibit A** granting the relief sought herein, and (ii) grant such other and further relief as the Court may deem just and proper.

Dated: October 4, 2010
New York, New York

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By: /s/ Thomas Moers Mayer
Thomas Moers Mayer
Timothy P. Harkness
1177 Avenue of the Americas
New York, New York 10036
Phone: (212) 715-9100
Fax: (212) 715-8000

*Counsel for the Official Committee
of Unsecured Creditors of Motors Liquidation
Company, et al.*

EXHIBIT A

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 GRANTING THE MOTION OF THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS OF MOTORS LIQUIDATION COMPANY
TO ENFORCE (A) THE FINAL DIP ORDER, (B) THE WIND-DOWN
ORDER, AND (C) THE AMENDED DIP FACILITY**

Upon the Motion (the “**Motion**”)¹ of the Official Committee of Unsecured Creditors (the “**Committee**”) of the above captioned debtors and debtors-in-possession in these chapter 11 cases (collectively, the “**Debtors**” or “**Old GM**”), for entry of an order enforcing: (i) the Final Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (A) Approving a DIP Credit Facility and Authorizing the Debtors to Obtain Post-Petition Financing Pursuant Thereto, (B) Granting Related Liens and Super-Priority Status, (C) Authorizing the Use of Cash Collateral and (D) Granting Adequate Protection to Certain Pre-Petition Secured Parties dated June 25, 2009 (the “**Final DIP Order**”) [Docket No. 2529]; (ii) the Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (A) Approving Amendment to DIP Credit Facility to Provide for Debtors’ Post-Petition Wind-Down Financing dated July 5, 2009 (the “**Wind-Down Order**”) and together with the Final DIP Order, the “**Orders**”) [Docket No. 2969]; and (iii) the \$1,175,000,000 Amended and Restated Secured Superpriority Debtor-in-Possession Credit

¹ Unless otherwise indicated, capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Motion.

Agreement (the “**Amended DIP Facility**”), dated as of July 10, 2010, by and among the Debtors, the United States Department of the Treasury (“**Treasury**”), and Export Development Canada (“**EDC**”), as more fully set forth in the Motion; and the Court having subject matter jurisdiction to consider the Motion and the relief request therein pursuant to 28 U.S.C. § 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York, dated July 19, 1984 (Ward, Acting C.J.); and the Motion being core proceedings under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided in accordance with the Fourth 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 to the parties identified on the Master Service List (as such term is defined therein), and no other or further notice needing to be provided; and the Court having considered: (a) the Motion; (b) the Declaration of Thomas Moers Mayer in support of the Motion; (c) the Declaration of Anna Phillips in support of the Motion; and (d) arguments and evidence provided on the record at the hearing (the “**Hearing**”) before this Court on October 21, 2010; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore,

HEREBY FOUND AND DETERMINED THAT:

A. In the early stages of these cases the Committee and Treasury engaged in negotiations related to the proposed postpetition financing and ultimately agreed to a deal that

⁴ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate.

resulted in the Court entering the Final DIP Order, the Wind-Down Order and the Amended DIP Facility which, among other things, provide that: (i) the Committee has standing to bring the Term Loan Litigation; (ii) the Term Loan Litigation is specifically excluded from Treasury's collateral; and (iii) that Treasury's recourse is limited solely to its collateral.

B. The Committee, on behalf of general unsecured creditors commenced the Term Loan Litigation on July 31, 2009.

C. On August 26, 2010, Treasury filed the Statement in which it asserted an interest in the Term Loan Litigation.

D. On August 31, 2010, the Debtors filed the Proposed Plan that provides that the Term Loan Litigation will be included in the Avoidance Action Trust as an Avoidance Action Trust Asset and further provides that interests in the Avoidance Action Trust will be distributed to Treasury or to unsecured creditors as the Court may decide or as the Committee and Treasury may agree.

E. The Court has subject matter jurisdiction over the Motion and the relief request therein pursuant to 28 U.S.C. section 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York, dated July 19, 1984 (Ward, Acting C.J.). The Motion is a core proceeding pursuant to 28 U.S.C. section 157(b); and venue is proper before the Court pursuant to 28 U.S.C. sections 1408 and 1409.

F. Proper, timely, adequate and sufficient notice of the Motion and the relief requested therein has been provided in accordance with the Fourth Amended Order Pursuant to 11 U.S.C. Section 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated August 24, 2010 [Docket No. 6750], and such notice was good,

sufficient, and appropriate under the circumstances. No other or further notice of the Motion, the relief requested therein or entry of this Order is or shall be required.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted and any objections to the Motion are overruled for the reasons set forth on the record of the Hearing.

2. Pursuant to the terms of the Final DIP Order, the Wind-Down Order and the Amended DIP Facility negotiated between the Committee and Treasury, Treasury has no interest in the Term Loan Litigation or any proceeds thereof and only the Committee is authorized to prosecute the Term Loan Litigation.

3. Interests in the Avoidance Action Trust shall be distributed exclusively to the general unsecured creditors.

4. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: New York, New York
October __, 2010

THE HONORABLE ROBERT E. GERBER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

KRAMER LEVIN NAFTALIS & FRANKEL LLP
 1177 Avenue of the Americas
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 Telephone: (212) 715-9100
 Facsimile: (212) 715-8000
 Thomas Moers Mayer
 Timothy P. Harkness

*Counsel for the Official Committee
 of Unsecured Creditors*

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	

**DECLARATION OF THOMAS MOERS MAYER IN SUPPORT OF
 THE MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
 OF MOTORS LIQUIDATION COMPANY TO ENFORCE
 (A) THE FINAL DIP ORDER, (B) THE WIND-DOWN ORDER,
AND (C) THE AMENDED DIP FACILITY**

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

THOMAS MOERS MAYER, under the penalty of perjury, deposes and says that:

1. I am a member of Kramer Levin Naftalis & Frankel LLP (“**Kramer Levin**”), with responsibility for the Official Committee of Unsecured Creditors (the “**Committee**”) of the Debtors’ bankruptcy cases of Motors Liquidation Company, (f/k/a General Motors Corp.) et al. as debtors and debtors-in-possession in the Debtors bankruptcy cases (collectively, the “**Debtors**”), and I submit this declaration (the “**Declaration**”) in support of the

Motion of the Official Committee of Unsecured Creditors of Motors Liquidation Company to Enforce (A) The Final DIP Order, (B) The Wind-Down Order, and (C) The Amended DIP Facility (the “**Motion**”). Unless otherwise stated in this Declaration, I have personal knowledge of the facts hereinafter set forth.

2. This paragraph is stated upon information and belief. Paul Weiss Rifkind Wharton & Garrison LLP (“**Paul Weiss**”) and Houlihan, Lokey Financial Advisors, Inc. were retained before the commencement of these cases by major holders of the Debtors’ publicly traded bonds. These firms negotiated the basic deal with Treasury¹ that underpins these chapter 11 cases, as follows. Their major bondholder clients agreed not to object to the Debtors’ sale under Section 363 of substantially all of the Debtors’ assets to a new company controlled by Treasury (“**New GM**”). Treasury in return agreed to have New GM issue 10% of its common stock, and warrants with a value approximating an additional 10% of New GM equity, to the Debtors for distribution to the Debtors’ unsecured creditors.

3. This paragraph is stated upon information and belief. The deal was based on an estimate of the Debtors’ unsecured claims at \$35 billion. Treasury agreed that if unsecured claims increased, then, in a range from \$35 billion to \$42 billion, New GM would issue up to an additional 2% of New GM common stock. Thus, within the \$35 to \$42 billion range, the 10% of New GM common stock was protected from dilution. However, no additional warrants would be issued by New GM. Thus the New GM warrants, which comprise approximately half of unsecured creditors’ value, would not be protected from dilution if claims ranged from \$35 billion to \$42 billion. If unsecured claims exceed \$42 billion, there would be no dilution protection at all. Current estimates of unsecured claims are not public with one exception: New

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

GM's report for the second calendar quarter of 2010 states that it estimates unsecured claims against the Debtors will exceed \$37 billion.

4. Upon information and belief, the deal was also based on Treasury's commitment to pay, at the closing of the sale, all claims of the Debtors' secured bank lenders – including claims under a \$1.5 billion (principal amount) term loan which was, at the time, believed to be fully secured by a non-voidable security interest and various mortgages (as more fully described below, the “**Prepetition Term Loan**”).

5. On June 1, 2009, (the “**Petition Date**”), all Debtors with material assets filed voluntary petitions for relief under chapter 11 of title 11, United States Code, as amended.

6. On June 3, 2009, the Committee was formed and retained professionals.

7. In the weeks following the Petition Date, the Committee negotiated the Amended DIP Facility and the Orders. Each of these documents was drafted by Treasury's counsel, which took or rejected comments from the Committee and other parties in the course of the negotiations.

8. A key all-hands meeting of counsel to the Debtors, the Committee and Treasury, plus Paul Weiss, and their respective financial advisors took place on June 19, 2009.

9. Prior to the June 19 Negotiating Session, the Committee had commenced its investigation of liens and security interests securing a pre-petition \$1.5 billion term loan dated as of November 29, 2006 and amended March 4, 2009 (the “**Prepetition Term Loan**”) from a bank syndicate (the “**Prepetition Term Lenders**”)² agented by JPMorgan Chase Bank, N.A. (“**JPMorgan**”). The day before the June 19 Negotiating Session, JPMorgan's counsel called to inform Committee counsel that, prior to the Petition Date, a paralegal for counsel to the Debtors

² The Final DIP Order and the Wind-Down Order refer to the Prepetition Term Lenders as the Prepetition Senior Facilities Secured Parties.

filed a UCC-3 termination statement with respect to the Prepetition Term Loan's security interests without authority. Subsequent discovery has uncovered facts supporting the Committee's contention that JPMorgan did in fact authorize the paralegal to file the UCC-3 termination statement. This matter is currently *sub judice* with this Court.

10. The Committee was therefore particularly focused on a possible challenge to the Prepetition Term Lenders' security interest and recovery of the \$1.5 billion in cash slated to be paid, at the closing of the sale, to the lenders (the "**Term Loan Litigation**"). The Committee's agenda for the June 19 Negotiating Session, and discussions thereafter, included preserving the benefit of the Term Loan Litigation for unsecured creditors.

11. By the end of the June 19 Negotiating Session, all parties in interest – including Treasury – agreed that Treasury's **collateral** would not include proceeds from the Term Loan Litigation.

12. Shortly after the June 19 Negotiating Session, Committee counsel further specifically requested that Treasury's **recourse** under the Amended DIP Facility be limited to its collateral – specifically **excluding** from such recourse the New GM stock, the New GM warrants **and** the Term Loan Litigation. Treasury's counsel inserted this proposed language into the Amended DIP Facility and the language remained in each subsequent draft of the Amended DIP Facility through and including the execution version.

13. By June 25, 2009, the Debtors, Treasury, the Prepetition Term Lenders and the Committee had agreed on the terms of the Final DIP Order and the Debtors submitted the order to the Court. At the June 25, 2009 hearing, Treasury asked the Court to enter the order, which the Court did.

14. On June 29, 2009, the Debtors filed a Motion Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 to Amend DIP Credit Facility [Docket No. 2755].

15. By July 2, 2009, after exchanging multiple drafts and comments thereon, the parties agreed on the Amended DIP Facility and the Wind-Down Order. The parties, including Treasury, asked the Court to enter the Wind-Down Order approving the Amended DIP Facility.

16. At the July 2, 2009 hearing on the Debtors' motion to approve the Amended DIP Facility, counsel to the Committee provided the Court with a brief overview of the Committee's discussions with the Debtors and Treasury regarding the Amended DIP Facility and the Wind-Down Order. Treasury did not object to this narrative or the terms of the Amended DIP Facility or the Wind-Down Order.

17. Hearing no objection, this Court signed and entered the Wind-Down Order on July 5, 2009, approving the Amended DIP Facility in substantially the form attached as an exhibit thereto. Treasury subsequently insisted on further amendments, not approved by the Court, but such amendments are not relevant to this Motion. Treasury signed and consummated the Amended DIP Facility, with the provisions excluding the Term Loan Litigation from both collateral and recourse included in the executed final document, on July 10, 2009.

18. On July 31, 2009, pursuant to standing granted to the Committee under Final DIP Order ¶ 19(d), the Committee filed a complaint against the Prepetition Term Lenders seeking to: (i) avoid the security interest that was subject to the UCC-3 termination statement; (ii) avoid and recover funds from the Prepetition Term Lenders paid on account of such security

interest; and (iii) disallow claims held by the Prepetition Term Lenders. Cross motions for summary judgment are scheduled to be heard by the Court on November 1, 2010.

19. For almost a year, Treasury made no attempt to intervene in the lawsuit or assert any interest therein. Moreover, Treasury has not once objected to any of the Committee's fee applications seeking reimbursement for its work on the litigation.

20. The initial draft of the Debtors' Proposed Plan, which was circulated to the Committee on July 23, 2010, provided that the Term Loan Litigation would be prosecuted for the sole benefit of unsecured creditors.³ Specifically, the initial draft of the Proposed Plan provided that the distribution to unsecured creditors included the proceeds of the Term Loan Litigation.

21. On July 22, 2010, Treasury's counsel called Committee counsel and for the first time asserted that Treasury had an interest in the Term Loan Litigation. On July 26, 2010, August 16, 2010 and August 18, 2010, Committee counsel participated in conference calls with Treasury's counsel regarding, among other things, the status of the Term Loan Litigation. By no later than August 19, 2010, counsel to the Debtors informed counsel to the Committee that per Treasury's request, the Proposed Plan would provide that the beneficiary of the Term Loan Litigation would be determined at a later date.

22. On August 26, 2010, Treasury filed the Statement of the United States of America with Respect to Cross-Motions for Summary Judgment [Docket No. 6805] requesting for the first time that any resolution of the cross motions for summary judgment not determine any person or entity's entitlements with respect to the ultimate distribution of any funds recovered from the Term Loan Litigation.

³ The Proposed Plan provides that the Term Loan Litigation may continue to be prosecuted post-confirmation.

23. On August 31, 2010, the Debtors filed the Proposed Plan, which provides that the Term Loan Litigation will be included in the Avoidance Action Trust as an Avoidance Action Trust Asset. The Proposed Plan further provides that interests in the Avoidance Action Trust will be distributed to Treasury or to unsecured creditors as the Court may decide or as the Committee and Treasury may agree.

24. Attached as Exhibit 1 is a true and correct copy of the 10-Q for General Motors Co. filed on August 16, 2010.

25. Attached as Exhibit 2 is a true and correct copy of an e-mail from Gordon Novod to Treasury's Counsel, Debtors' Counsel, and Bondholders' Counsel, dated June 23, 2009, attaching Summary of June 19th Meeting by Issue List.

26. Attached as Exhibit 3 is a true and correct copy of the transcript of the June 25, 2009 hearing before this Court.

27. Attached as Exhibit 4 is a true and correct copy of the Final Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (A) Approving a DIP Credit Facility and Authorizing the Debtors to Obtain Post-Petition Financing Pursuant Thereto, (B) Granting Related Liens and Super-Priority Status, (C) Authorizing the Use of Cash Collateral and (D) Granting Adequate Protection to Certain Pre-Petition Secured Parties [Docket No. 2529], dated June 25, 2009.

28. Attached as Exhibit 5 is a true and correct copy of the Debtors Motion Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 to Amend DIP Credit Facility [Docket No. 2755], dated June 29, 2009.

29. Attached as Exhibit 6 is a true and correct copy of the transcript of the July 2, 2009 hearing before this Court.

30. Attached as Exhibit 7 is a true and correct copy of the Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (A) Approving Amendment to DIP Credit Facility to Provide for Debtors' Post-Petition Wind-Down Financing [Docket No. 2969], dated July 5, 2009.

31. Attached as Exhibit 8 is a true and correct copy of the \$1,175,000,000 Amended and Restated Secured Superpriority Debtor-in-Possession Credit Agreement, dated July 10, 2010.

32. Attached as Exhibit 9 is a true and correct copy of an e-mail from Amy Caton to Treasury's Counsel regarding GUM-DIP Order Draft, dated June 23, 2009.

33. Attached as Exhibit 10 is a true and correct copy of an e-mail from Amy Caton to Debtors' Counsel and Treasury's Counsel regarding KL Comments to the GM Wind-Down Facility, dated June 30, 2009, attaching KL Markup Wind-Down CA 6-30-09.

34. Attached as Exhibit 11 is a true and correct copy of the Statement of the United States of America with Respect to Cross-Motions for Summary Judgment [Docket No. 6805], dated August 26, 2010.

35. Attached as Exhibit 12 is a true and correct copy of the Debtors' Joint Chapter 11 Plan [Docket No. 6829], dated August 31, 2010.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed: October 4, 2010
 New York, New York

/s/ Thomas Moers Mayer
Thomas Moers Mayer

KRAMER LEVIN NAFTALIS & FRANKEL LLP
Thomas Moers Mayer
Timothy P. Harkness
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*Counsel for the Official Committee of Unsecured
Creditors of Motors Liquidation Co., (f/k/a General
Motors Corp.) et al.*

NOTE: The Exhibits to the attached Mayer Declaration are voluminous and could not be included due to its size. The Exhibits are therefore available on the Official Committee of Unsecured Creditors' website maintained in connection with these chapter 11 cases and can be downloaded from <http://www.motorsliquidationcreditorscommittee.com> and by clicking on "Key Documents" or by request from Epiq Bankruptcy Solutions, LLC, at 646-282-2500:

- Exhibit 1 - 10-Q for General Motors Co. filed on August 16, 2010
- Exhibit 2 - G. Novod Email to U.S. Treasury
- Exhibit 3 - Transcript re Hearing on 6/25/2009
- Exhibit 4 - GM Final DIP Order
- Exhibit 5 - Debtors Motion to Amend DIP
- Exhibit 6 - Transcript of Hearing on 7/2/2009
- Exhibit 7 - GM Wind-Down Order
- Exhibit 8 - GM Final Credit Agreement
- Exhibit 9 - A. Caton Email
- Exhibit 10 - A. Caton Email to U.S. Treasury
- Exhibit 11 - GM Treasury's Statement
- Exhibit 12 - GM Joint Chapter 11 Plan, dated August 31, 2010

EXHIBIT C

KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 Avenue of the Americas
New York, New York 10036
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Facsimile: (212) 715-8000
Thomas Moers Mayer
Timothy P. Harkness

*Counsel for the Official Committee
of Unsecured Creditors*

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

**DECLARATION OF ANNA PHILLIPS IN SUPPORT OF THE
MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF MOTORS LIQUIDATION COMPANY TO ENFORCE
(A) THE FINAL DIP ORDER, (B) THE WIND-DOWN ORDER,
AND (C) THE AMENDED DIP FACILITY**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ANNA PHILLIPS, under the penalty of perjury, deposes and says that:

1. I am a Senior Managing Director with FTI Consulting, Inc. (together with its wholly owned subsidiaries, agents, independent contractors and employees “**FTI**”), a financial advisory services firm with numerous offices throughout the country. I submit this Declaration on behalf of FTI (the “**Phillips Declaration**”) in support of the motion (the

“Motion”) of the Official Committee of Unsecured Creditors (the **“Committee”**) appointed in the chapter 11 cases of Motors Liquidation Company, *et al.*, (f/k/a General Motors Corp., *et al.*) the debtors and debtors-in-possession herein (collectively, the **“Debtors”**), for the entry of an order enforcing the Final DIP Order, the Wind-Down Order and the DIP Credit Agreement, as such documents are defined in the Motion.¹ Unless otherwise stated in this Declaration, I have personal knowledge of the facts hereinafter set forth.

2. At the request of counsel to the Committee, I prepared the chart (the **“Dilution Chart”**) attached hereto as **Schedule 1**, which demonstrates the dilution of the general unsecured creditors’ total recovery value that would occur should the Committee prevail in the Term Loan Litigation – thereby leaving the Prepetition Term Lenders with an unsecured claim of \$1.5 billion – without the unsecured creditors receiving the benefit of the proceeds of the litigation. This Chart demonstrates why the Committee would not initiate the Term Loan Litigation unless its constituents were to receive the potential proceeds thereof.

3. As reflected on the Dilution Chart, should the unsecured creditors receive the potential proceeds of the Term Loan Litigation, unsecured creditors stand to increase their overall percentage recovery by anywhere from 2.2% to 2.9%. Conversely, initiating the Term Loan Litigation without receiving the potential proceeds would result in as much as a 0.4% reduction to the general unsecured creditors’ recovery.

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

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing
is true and correct.

Executed: New York, New York
October 4, 2010

/s/ Anna Phillips
Anna Phillips

Schedule 1

Motors Liquidation Company

Unsecured Creditors Recovery Calculations from Term Loan Lenders

In \$ millions	Scenario A. Term Loan Cash Proceeds go to Unsecured Creditors				Scenario B. Treasury Takes Priority Over Term Loan Cash Proceeds			
	Base Claim Amount \$35B		Base Claim Amount \$42B		Base Claim Amount \$35B		Base Claim Amount \$42B	
	Zero Recovery	Full Recovery	Zero Recovery	Full Recovery	Zero Recovery	Full Recovery	Zero Recovery	Full Recovery
Calculation of Cash to Unsecured Creditors from Term Loan Recovery								
Amount recovered from Term Loan Lenders (1)	-	\$1,500	-	\$1,500	-	\$1,500	-	\$1,500
less: Treasury Loan amount due as of 2/28/11 (2)					(\$1,140)	(\$1,140)	(\$1,140)	(\$1,140)
Net Cash Proceeds to Unsecured Creditors from Term Loan Recovery	-	\$1,500	-	\$1,500	-	\$360	-	\$360
Calculation of the Total Claim Amount								
Unsecured Claim Amount (pre Term Loan claim) (3)	\$35,000	\$35,000	\$42,000	\$42,000	\$35,000	\$35,000	\$42,000	\$42,000
Plus: Amount recovered from Term Loan Lenders (4)	-	\$1,500	-	\$1,500	-	\$1,500	-	\$1,500
Total Claim Amount	\$35,000	\$36,500	\$42,000	\$43,500	\$35,000	\$36,500	\$42,000	\$43,500
Calculation of Unsecured Creditors Ownership Stake								
Unsecured Creditors Shares	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000
Unsecured Creditors Warrants	90,909,090	90,909,090	90,909,090	90,909,090	90,909,090	90,909,090	90,909,090	90,909,090
Unsecured Creditors Adjustment Shares (5)	-	2,142,857	10,000,000	10,000,000	-	2,142,857	10,000,000	10,000,000
Total Unsecured Creditors Shares	140,909,090	143,051,947	150,909,090	150,909,090	140,909,090	143,051,947	150,909,090	150,909,090
Other Shares (Treasury, EDC, Unions)	450,000,000	450,000,000	450,000,000	450,000,000	450,000,000	450,000,000	450,000,000	450,000,000
Total Shares	590,909,090	593,051,947	600,909,090	600,909,090	590,909,090	593,051,947	600,909,090	600,909,090
% Unsecured Creditors Ownership Stake (6)	23.8%	24.1%	25.1%	25.1%	23.8%	24.1%	25.1%	25.1%
Calculation of Total Unsecured Creditors Recovery Value								
Assumed New GM Equity Value (7)	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500	\$55,500
Plus: Cash from Warrants Exercised (8)	\$3,864	\$3,864	\$3,864	\$3,864	\$3,864	\$3,864	\$3,864	\$3,864
Adjusted New GM Equity Value	\$59,364	\$59,364	\$59,364	\$59,364	\$59,364	\$59,364	\$59,364	\$59,364
% Unsecured Creditors Ownership Stake	23.8%	24.1%	25.1%	25.1%	23.8%	24.1%	25.1%	25.1%
Total Value to Unsecured Creditors before cash from Term Loan Lenders	\$14,156	\$14,319	\$14,908	\$14,908	\$14,156	\$14,319	\$14,908	\$14,908
Plus: Net Cash Proceeds to Unsecured Creditors from Term Loan Recovery	-	\$1,500	-	\$1,500	-	\$360	-	\$360
Total Unsecured Creditors Recovery Value	\$14,156	\$15,819	\$14,908	\$16,408	\$14,156	\$14,679	\$14,908	\$15,268
% Unsecured Creditors Recovery	40.4%	43.3%	35.5%	37.7%	40.4%	40.2%	35.5%	35.1%
Change in Unsecured Creditors Recovery (vs. no Term Loan recovery)		2.9%		2.2%		-0.2%		-0.4%

Notes:

- (1) Assumes two hypothetical recovery amounts from Term Loan lenders: (i) zero and (ii) full (\$1,500 million)
- (2) Based on \$1,175 million of original DIP loan, plus 5% quarterly PIK interest from 7/10/2009 through 2/28/2011 (assumed Effective Date for these calculations), less \$135 million of repayment to Treasury per the Budget discussed with MLC on August 3, 2010.
- (3) Assumes two scenarios for total allowed unsecured claims (before any claims from Term Loan lenders), one at \$35 billion and the other at \$42 billion.
- (4) For purposes of this analysis, any amount recovered from Term Loan lenders would be added to the \$35 billion and \$42 billion of claims.
- (5) Up to additional 10,000,000 shares issued by New GM if claims exceed \$35 billion up to \$42 billion, per MSPA
- (6) Assumes full dilution for Warrants A and B
- (7) Assumes \$55.5 billion based on the mid point for equity values based on recent bond pricing, as discussed in the report to Kramer Levin dated August 13, 2010.
- (8) Includes cash received by New GM from exercise of Warrants A and B

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WARNER NORCROSS & JUDD LLP	ATTN: STEPHEN B. GROW, ESQ. (ATTY FOR GHSP, INC.) sgrow@wnj.com
WARREN, DRUGAN & BARROWS, P.C.	ATT: ROBERT L. BARROW, ESQ. (ATTY FOR CHARLES CLARK CHEVY, TIPOTEX CHEVY, KNAPP CHEVY) rbarrows@wdblaw.com; rbarrows800@gmail.com
WASHINGTON DEPARTMENT OF REVENUE	zacharym@atg.wa.gov
WEIL, GOTSHAL & MANGES LLP	ATTN: HARVEY R. MILLER, ESQ. HARVEY.MILLER@WEIL.COM
WEIL, GOTSHAL & MANGES LLP	ATTN: JOSEPH H. SMOLINSKY, ESQ. JOSEPH.SMOLINSKY@WEIL.COM
WEIL, GOTSHAL & MANGES LLP	ATTN: STEPHEN KAROTKIN, ESQ. STEPHEN.KAROTKIN@WEIL.COM
WHITE AND WILLIAMS LLP	ATTN: KAREL S. KARPE, ESQ. (ATTY FOR CISCO SYSTEMS, INC.) karpek@whiteandwilliams.com
WILDMAN, HARROLD, ALLEN & DIXON	ATT: MICHAEL DOCKTERMAN, JONATHAN YOUNG, RENE FRIEDMAN (ATTY FOR LEO BURNETT DETROIT, INC, STARCOM MEDIAVEST GROUP, INC.,) dockterman@wildman.com; young@wildman.com
WILENTZ, GOLDMAN & SPITZER, P.A.	ATT: DEIRDRE WOULFE PACHECO, ESQ. (ATTY FOR: BOB MAGUIRE CHEVROLET, INC.) dpacheco@wilentz.com
WILENTZ, GOLDMAN & SPITZER, P.A.	ATT: LETITIA ACCARRINO, ESQ. (ATTY FOR BOB MAGUIRE CHEVROLET, INC.) laccarrino@wilentz.com
WILLIAM T. GREEN, III, P.C.	ATT: WILLIAM T. GREEN III, ESQ. (ATTY FOR LAWRENCE MARSHALL CHEVROLET II, LLC) uncbill@msn.com
WILMER CUTLER PICKERING HALE AND DORR LLP	ATT: DENNIS L. JENKINS, ESQ. (ATTY FOR PENSION BENEFIT GUARANTY CORPORATION) dennis.jenkins@wilmerhale.com
WILMER CUTLER PICKERING HALE AND DORR LLP	ATT: PHILIP D. ANKER & MELANIE J. DRITZ, ESQS (ATTY FOR PENSION BENEFIT GUARANTY CORPORATION) philip.anker@wilmerhale.com; melanie.dritz@wilmerhale.com
WINSTON & STRAWN LLP	ATTN: CAREY D. SCHREIBER, ESQ. (ATTY FOR INTERNATIONAL AUTOMOTIVE COMPONENT GROUP NORTH AMERICA INC) cschreiber@winston.com
WINSTON & STRAWN LLP	ATTN: MATTHEW J. BOTICA & MINDY D. COHN & CAREY D. SCHREIBER (ATTY FOR ASPEN MARKETING SERVICES, INC.) mbotica@winston.com; mcohn@winston.com
WINSTON & STRAWN LLP	ATTN: STEVEN M. SCHWARTZ (ATTY FOR CAPGEMINI AMERICA, INC.) sschwartz@winston.com
WM. DAVID COFFEY & ASSOCIATES	ATT: WM. DAVID COFFEY, III & MARTIN ALANIZ (ATTY FOR: CARDENAS AUTOPLEX, INC.) wdcoffeylaw@yahoo.com
WOLFSON BOLTON PLLC	ATT: SCOTT A. WOLFSON, ESQ. (ATTY FOR GUARDIAN AUTOMOTIVE PRODUCTS, INC.) swolfson@wolfsonbolton.com
WYLY-ROMMEL, PLLC	ATT: JAMES WYLY & SEAN ROMMEL (ATTY FOR BOYD BRYANT) jwyly@wylyrommel.com
ZEICHNER ELLMAN & KRAUSE LLP	ATT: STUART A. KRAUSE & BRYAN D. LEINBACH, ESQS (ATTY FOR TOYOTA TSUSHO CANADA INC & TOYOTA TSUSHO AMERICA, INC) skrause@zeklaw.com; bleinbach@zeklaw.com

Total Creditor Count 421

EXHIBIT C

GENERAL MOTORS CORPORATION

SERVICE LIST

Claim Name	Fax Information
DLA PIPER FOR HEWLETT PACKARD ATTN STEPHEN COWAN	(415) 659-7500
OFFICE OF THE U.S. TRUSTEE ATTN TRACY HOPE DAVIS	(212) 668-2255

Total Creditor Count	2
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EXHIBIT D

GENERAL MOTORS CORPORATION

SERVICE LIST

Claim Name	Address Information
ADRIAN ENVIRONMENTAL MANAGEMENT, INC.	C/O KENNETH RICHARDS 7533 WILLOW CREEK DRIVE CANTON MI 48187
AIMS/DYKEMA GOSSETT PLLC	10 SOUTH WACKER DRIVE CHICAGO IL 60606
AIMS/LATHROP & GAGE LC	2345 GRAND BLVD. KANSAS CITY MO 64108
AIMS/STEPHENS & STEPHENS	410 MAIN STREET BUFFALO NY 14202
ARCADIS BBL	10559 CITATION DRIVE SUITE 100 BRIGHTON MI 48118
ARCADIS BBL	ATTN: CHRIS PETERS 10559 CITATION DRIVE SUITE 100 BRIGHTON MI 48118
ARCADIS GERAGHTY & MILLER, INC.	ATTN: CHRIS PETERS 10559 CITATION DRIVE SUITE 100 BRIGHTON MI 48118
BT2, INC.	ATTN: MARK HUBER 2830 DAIRY DRIVE MADISON WI 53718-6751
CHARTER TOWNSHIP OF FLINT	ATTN: SANDRA S WRIGHT 1490 S. DYE ROAD FLINT MI 48532
CHARTER TOWNSHIP OF YPSILANTI	LARRY J. DOE, TREASURER 7200 S. HURON RIVER DR. YPSILANTI MI 48197
CHARTER TWP. OF GENESEE	ATTN: TOM MANNOR, TREASURER 7244 N. GENESEE ROAD P.O. BOX 215 GENESEE MI 48437
CITY OF SAGINAW, TREASURER	1315 S. WASHINGTON AVE. SAGINAW MI 48601
CITY OF SIOUX CITY	CITY TREASURER P.O. BOX 447 SIOUX CITY IA 51102
CLEAN HARBORS ENVIRONMENTAL SERVICES	P.O. BOX 3442 BOSTON MA 02241-3442
CONESTOGA-ROVERS & ASSOC.	ATTN: BETH LANDALE 22055 NIAGARA FALLS BLVD. SUITE #3 NIAGARA FALLS NY 14304
CONESTOGA-ROVERS & ASSOCIATES	22055 NIAGARA FALLS BLVD SUITE #3 NIAGARA FALLS NY 14304
ENCORE ENVIRONMENTAL CONSORTIUM	ATTN: MARK QUILTER P.O. BOX 66 6723 TOWPATH ROAD SYRACUSE NY 13214-0066
ENVIRON INTERNATIONAL CORPORATION	214 CARNEGIE STREET PRINCETON NJ 08540
ENVIRON INTERNATIONAL CORPORATION	214 CARNEGIE STREET PRINCETON NJ 08540-1980
FAVERO GEOSCIENCES	ATTN: DAVE FAVERO 1210 SOUTH 5TH STREET, SUITE 2 SPRINGFIELD IL 62703
GENERAL OIL COMPANY, INC.	35796 VERONICA ST. LIVONIA MI 48150
GLOBAL ENVIRONMENTAL ENGINEERING INC.	6140 HILL 23 DRIVE SUITE 1 FLINT MI 48507
GROUNDWATER & ENVIRONMENTAL SERVICES, INC	440 CREAMERY WAY SUITE 500 EXTON PA 19341-2577
HALEY & ALDRICH DESIGN AND CONTRUCTION	56 ROLAND STREET BOSTON MA 02129-1400
HALEY & ALDRICH OF NEW YORK	200 TOWN CENTRE DRIVE, STE 2 ROCHESTER NY 14623-4264
HDR ENGINEERING	ATTN: DICK BELL 8404 INDIAN HILLS DRIVE OMAHA NE 68114
IOWA DEPT OF NATIONAL RESOURCES	HAZARDOUS WASTE REMEDIAL FUND 502 E. 9TH STREET DES MOINES IA 50319-0034
J.A. LOMBARDO & ASSOCIATES	ATTN: JOSEPH A. LOMBARDO 445 S. LIVERNOIS - SUITE 202 ROCHESTER MI 48307
NOVA CONSULTANTS, INC	21580 NOVI ROAD #300 NOVI MI 48375
O'BRIEN & GERE ENGINEERS, INC.	ATTN: TERRY L. BROWN 5000 BRITTONFIELD PKWY SYRACUSE NY 13057-9226
ROYAL ENVIRONMENTAL, INC.	720 LEXINGTON AVENUE P.O. BOX 15719 ROCHESTER NY 14615
SEVENSON ENVIRONMENTAL SERVICES, INC.	2749 LOCKPORT ROAD NIAGARA FALLS NY 14302
THE BANK OF NEW YORK	FINANCIAL CONTROL BILLING DEPARTMENT P.O. BOX 19445 NEWARK NJ 07195-0445
THE BARTECH GROUP	17199 NORTH LAUREL PARK DR. SUITE224 LIVONIA MI 48152
TOWN OF FRAMINGHAM	TAX COLLECTOR'S OFFICE 150 CONCORD ST FRAMINGHAM MA 01702
WASHTENAW COUNTY TREASURER	P.O. BOX 8645 200 N. MAIN ST STE 200 ANN ARBOR MI 48107-8645
WASTE MANAGEMENT	P.O. BOX 9001054 LOUISVILLE KY 40290-1054
WDC EXPLORATION & WELLS	500 MAIN STREET WOODLAND CA 95695
YOUNG'S ENVIRONMENTAL CLEANUP, INC	G-5305 NORTH DORT HIGHWAY FLINT MI 48505

Total Creditor count 39
