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Attorneys for Debtors
and Debtors in Possession

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

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: **Chapter 11 Case No.**
: **09-50026 (REG)**
: **(Jointly Administered)**
: **Debtors.**
: **(Jointly Administered)**
: **(Jointly Administered)**
: **(Jointly Administered)**
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**NOTICE OF PRESENTMENT OF
ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND 330
AUTHORIZING THE DEBTORS TO AMEND THE TERMS OF
THEIR ENGAGEMENT WITH BROWNFIELD PARTNERS, LLC**

PLEASE TAKE NOTICE that upon the annexed Motion, dated March 5, 2010 (the "**Motion**"), of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (the "**Debtors**"), for an order pursuant to sections 327(a) and 330 of title 11, United States Code (the "**Bankruptcy Code**") authorizing the Debtors to amend the terms of their engagement with Brownfield Partners, LLC, as more fully set forth in the Motion, the Debtors will present the attached proposed order to the Honorable Robert E. Gerber, United States Bankruptcy Judge, for signature on **March 19, 2010 at 12:00 noon (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the proposed order must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 500 Renaissance Center, Suite 1400, Detroit, Michigan 48243 (Attn: Ted Stenger); (iii) General Motors, LLC, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, DC 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Amy Caton, Esq., Adam C. Rogoff, Esq., and Gregory G. Plotko, Esq.); (xii) the Office of the United States Trustee for the Southern District

of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Diana G. Adams, Esq.); (xiii) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.); and (xiv) Brownfield Partners, LLC, 475 17th Street, Suite 950, Denver, Colorado 80202 (Attn: Stuart L. Miner), so as to be received no later than **March 19, 2010, at 11:30 a.m. (Eastern Time)** (the "**Objection Deadline**"). Unless objections are received by the Objection Deadline, the order may be signed.

Dated: New York, New York
March 5, 2010

/s/ Joseph H. Smolinsky

Harvey R. Miller

Stephen Karotkin

Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP

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

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

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

Relief Requested

1. The Debtors request authority to amend the fee cap in that certain letter agreement between the Debtors and Brownfield Partners, LLC (“**Brownfield Partners**”), dated August 31, 2009 (the “**First Letter Agreement**”), as reflected in that certain letter agreement, dated March 5, 2010, a copy of which is annexed hereto as **Exhibit “A”** (the “**Second Letter**

Agreement”), to provide for Brownfield Partners’ continued services for a total cost of consultant labor not to exceed \$1,100,000 (the “**Second Amended Fee Cap**”).

2. In addition, this Motion shall serve as notice of an increase in the standard hourly rates charged by Brownfield Partners (the “**Revised Rates**”), as more fully described in the Second Letter Agreement.

Jurisdiction

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

Background

4. On August 3, 2009, this Court entered an order¹ authorizing the Debtors to retain and employ Brownfield Partners to provide environmental consulting services, *nunc pro tunc* to June 1, 2009 (the “**Commencement Date**”), on the terms set forth in the engagement letter dated and effective as of June 15, 2009 (the “**Engagement Letter**”), and as modified by that order. In the Engagement Letter, Brownfield Partners agreed to provide environmental consulting services for a total cost of consultant labor not to exceed \$100,000.

5. On September 14, 2009, this Court entered an order² authorizing Brownfield Partners to continue providing the services described in the Engagement Letter for a total cost of consultant labor not to exceed \$200,000 as set forth in the First Letter Agreement.

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

² Order Pursuant to 11 U.S.C. §§ 327(a) and 330 Authorizing the Debtors to Amend the Terms of Their Engagement with Brownfield Partners, LLC, dated September 14, 2009 [Docket No. 4052].

6. Brownfield Partners has proven themselves to be a critical player in the Debtors' remediation efforts and their role has continued to grow and develop. Accordingly, on March 5, 2010, the Debtors executed the Second Letter Agreement authorizing (i) Brownfield Partners to continue providing the services described in the Engagement Letter for a total cost of consultant labor not to exceed the Second Amended Fee Cap of \$1,100,000, and (ii) the Revised Rates to be charged by Brownfield Partners.

The Relief Requested Should Be Approved by the Court

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

- (a) Evaluating existing information regarding plant sites, ongoing investigations and remediation;
- (b) Coordinating the work of other consultants in developing technical summaries and cost estimates;
- (c) Determining the potential and options for disposition and/or reuse of certain of the Debtors' sites, whether as "brownfield" sites or otherwise;
- (d) Advising and assisting the Debtors with the potential to integrate remediation with redevelopment;

- (e) Assisting in the determination of appropriate remedial options and technologies in light of potential redevelopment plans;
- (f) Advising and assisting the Debtors with risk management strategies with respect to the Debtors' sites, including, as appropriate, the use of insurance and other financial products as a part thereof; and
- (g) Structuring transactions with respect to the Debtors' sites.

Therefore, the Debtors seek the Court's approval to increase the fee cap by \$900,000 so that Brownfield Partners may continue to provide the foregoing services as requested by the Debtors. The Second Amended Fee Cap is in the best interests of the Debtors and their estates in that it will assist the Debtors in addressing environmental matters and facilitate the efficient and economic administration of their estates. Accordingly, the Debtors submit that the Second Amended Fee Cap should be approved.

8. In addition, the Debtors have approved the Revised Rates as set forth below and hereby provide notice of the Revised Rates pursuant to the Retention Order.

<u>Staff</u>	<u>Revised Standard Hourly Rates</u>	<u>Original Standard Hourly Rates</u>
Partner	\$330	\$275
Partner	300	250
Sr. Associate	\$264	\$220
Associate	\$198	\$165
Staff Associate	\$174	\$145
Administrative/Clerical	\$66	\$55

9. The Revised Rates are necessary in order to appropriately compensate Brownfield Partners for (i) its increased level of responsibility in assisting the Debtors to resolve claims for environmental damages and (ii) the impact of redirecting a substantial portion of its resources away from its principal business activities and towards the Debtors' environmental

restructuring effort. Were the Debtors not to agree to the revised rates, the Debtors' ability to continue to utilize the existing project team would be compromised. Additionally, the Debtors have concluded that the revised rates are in line with rates charged by the Debtors' other environmental consultants.

Notice

10. Notice of this Motion has been provided to Brownfield Partners and to parties in interest in accordance with the Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated August 3, 2009 [Docket No. 3629]. The Debtors submit that such notice is sufficient and no other or further notice need be provided.

11. No previous request for the relief sought herein has been made by the Debtors to this or any other Court other than the Motion of Debtors for Entry of Order Pursuant to 11 U.S.C. §§ 327(a) and 330 Authorizing the Debtors to Amend the Terms of Their Engagement with Brownfield Partners, LLC [Docket No. 3938].

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

Dated: New York, New York
March 5, 2010

/s/ Joseph H. Smolinsky_____

Harvey R. Miller

Stephen Karotkin

Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

Exhibit A

Second Letter Agreement



Motors Liquidation Company
 500 Renaissance Center
 Suite 1400
 Detroit, MI 48243

Phone: 313.486.4044
 Fax: 313.486.4258

March 5, 2010

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

Re: Authorization to Increase By \$900,000 the Cap on the Total Cost of Consultant Labor Performed by Brownfield Partners, LLC Pursuant to the Environmental Consultant Retention Agreement, Dated July 15, 2009, as Amended by that Certain Letter Agreement, Dated August 31, 2009

Stuart:

Motors Liquidation Company (“MLC”) hereby authorizes Brownfield Partners, LLC (“**Brownfield Partners**”) to perform the services described in the Environmental Consultant Retention Agreement entered into between MLC and Brownfield Partners, dated June 15, 2009, as amended by that certain letter agreement, dated August 31, 2009, for a total cost of consultant labor not to exceed \$1,100,000, unless otherwise approved in advance in writing by a representative of MLC, which approval will not be unreasonably withheld.

MLC also approves of the revised schedule of standard hourly rates to be charged by Brownfield Partners listed below (the “**Revised Rates**”) effective January 1, 2010. The Revised Rates are necessary in order to appropriately compensate Brownfield Partners for (i) its increased level of responsibility in assisting MLC to resolve claims for environmental damages and (ii) the impact of redirecting a substantial portion of its resources away from its principal business activities and towards the MLC environmental restructuring effort.

<u>Staff</u>	<u>Revised Standard Hourly Rates</u>
Partner	\$330
Partner	\$300
Sr. Associate	\$264
Associate	\$198
Staff Associate	\$174
Administrative/Clerical	\$66

Sincerely,

Ted Stenger
 Motors Liquidation Company

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

-----X
In re : Chapter 11 Case No.
: :
MOTORS LIQUIDATION COMPANY, *et al.*, : 09-50026 (REG)
f/k/a General Motors Corp., *et al.* : :
Debtors. : (Jointly Administered)
: :
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**ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND 330
AUTHORIZING THE DEBTORS TO AMEND THE TERMS OF
THEIR ENGAGEMENT WITH BROWNFIELD PARTNERS, LLC**

Upon the Motion, dated March 5, 2010 (the “**Motion**”),¹ of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), pursuant to sections 327(a) and 330 of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing the amendment of the terms of the Engagement Letter, dated June 15, 2009, as amended by that certain First Letter Agreement, dated August 31, 2009, between the Debtors and Brownfield Partners, LLC (“**Brownfield Partners**”), all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

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

ORDERED that the Motion is granted as provided herein; and it is further
ORDERED that the Second Amended Fee Cap is approved; and it is further
ORDERED that all references to the Engagement Letter in the Retention Order
shall be deemed to include the Second Letter Agreement; and it is further,

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

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

Dated: New York, New York
March __, 2010

United States Bankruptcy Judge