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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.**  
**In re** : **09-50026 (REG)**  
: **(Jointly Administered)**  
: **MOTORS LIQUIDATION COMPANY, et al.,**  
: **f/k/a General Motors Corp., et al.**  
: **Debtors.**  
:   
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**NOTICE OF PRESENTMENT FOR ENTRY  
OF STIPULATION AND AGREED ORDER BETWEEN  
THE DEBTORS, GENERAL MOTORS LLC, AND ACE  
AMERICAN INSURANCE COMPANY PURSUANT TO 11 U.S.C.  
§ 365 AUTHORIZING DEBTORS' ASSUMPTION AND ASSIGNMENT OF  
CERTAIN INSURANCE POLICIES AND AGREEMENTS**

PLEASE TAKE NOTICE that Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”) will present the stipulation and agreed order between Debtors, General Motors LLC (“**New GM**”), and ACE American Insurance Company, on behalf of itself and its affiliated insurers and reinsurers (collectively “**ACE**”) annexed hereto (the “**Stipulation**”), pursuant to section 365 of title 11, United States Code (the “**Bankruptcy Code**”), authorizing Debtors’ assumption and assignment of certain

insurance policies and agreements, all as more fully set forth in the Stipulation, to the Honorable Robert E. Gerber, United States Bankruptcy Judge, for approval and signature at Room 621 of the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004 on **April 14, 2010 at 12:00 p.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Stipulation 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](http://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](http://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., Lauren Macksoud, Esq., and Jennifer Sharret, 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 Natalie Kuehler, Esq.); (xiv) the members of the Official Committee of Unsecured Creditors Holding Asbestos Related Claims; and (xv) attorneys for ACE American Insurance Company, Bazelon Less & Feldman, P.C., 1515 Market Street, Suite 700 Philadelphia, Pennsylvania 19102 (Attn: Helen Heifets) and Wasserman Grubin & Rogers, LLP, 1700 Broadway, 42<sup>nd</sup> Floor, New York, N.Y. 10019 (Attn. Andrew Lipetz, Esq.), so as to be received no later than **April 14, 2010 at 11:30 a.m. (Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Stipulation, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the Stipulation, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: March 31, 2010  
New York, New York

/s/ Joseph H. Smolinsky  
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**STIPULATION AND AGREED ORDER BETWEEN  
THE DEBTORS, GENERAL MOTORS LLC, AND ACE  
AMERICAN INSURANCE COMPANY PURSUANT TO 11 U.S.C.  
§ 365 AUTHORIZING DEBTORS' ASSUMPTION AND ASSIGNMENT OF  
CERTAIN INSURANCE POLICIES AND AGREEMENTS**

Motors Liquidation Company (f/k/a General Motors Corporation) (“MLC”) and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively with MLC, the “Debtors” and/or “Debtors/Assignors”), General Motors, LLC (the “Assignee”), and ACE American Insurance Company, on behalf of itself and its affiliated insurers and reinsurers

(collectively “**ACE**” and together with the Debtors, the “**Parties**”), hereby enter into this Stipulation and Agreed Order (the “**Stipulation**”) and stipulate and agree as follows<sup>1</sup>:

**RECITALS**

A. **WHEREAS**, ACE provides various forms of insurance and reinsurance to the Debtors (hereinafter, the “**ACE Policies**”), including but not limited to general liability, automobile liability, employer responsibility, officers and directors and umbrella/excess coverage; and

B. **WHEREAS**, the ACE Policies include, but are not limited to, the policies listed on **Exhibit A** hereto.

C. **WHEREAS**, in connection with and in addition to the ACE Policies, the Debtors and ACE have entered into numerous related agreements (hereinafter, the “**ACE Agreements**”), including but not limited to binders and a security agreement; and

D. **WHEREAS**, the ACE Agreements include, but are not limited to, the agreements listed on **Exhibit B** hereto; and

E. **WHEREAS**, the ACE Policies and ACE Agreements include documents comprising a Foreign Casualty Insurance Program under which ACE provides, among other things, general liability, employers responsibility liability, employee benefits liability, automobile liability, contingent automobile, and Defense Base Act insurance; and

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<sup>1</sup> Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the ACE Policies and ACE Agreements (each as defined below) as applicable.

F. **WHEREAS**, the Foreign Casualty Insurance Program involves a series of Master Policies issued by ACE to the Debtors, as well as a series of Local Policies issued by ACE and ACE partner companies to the Debtors and/or to their foreign subsidiaries and affiliates; and

G. **WHEREAS**, the ACE Policies and ACE Agreements remain in effect to the extent required by their terms and conditions; and

H. **WHEREAS**, the following are representative examples of some of the Debtors' obligations under the ACE Policies and ACE Agreements, although each obligation listed below is not necessarily due under each and every Ace Policy or ACE Agreement:

- a. Payment of premiums;
- b. Reimbursement of ACE for certain claims;
- c. Provision and maintenance of collateral security;
- d. Provision and maintenance of paid loss deposit funds and similar funds for payment of claims;
- e. Cooperation in the investigation, administration, and settlement of claims in accordance with the terms of the relevant policies;
- f. Defense of claims in accordance with the terms of the relevant policies; and
- g. Maintaining primary insurance coverage in accordance with the terms of the relevant policies; and

I. **WHEREAS**, the following are representative examples of some of ACE's continuing obligations under the ACE Policies and ACE Agreements, although each

obligation listed below is not necessarily due under each and every Ace Policy or ACE Agreement:

- a. Providing insurance coverage;
- b. Paying covered claims in accordance with the terms of the relevant policies; and
- c. Defending the insured(s) in accordance with the terms of the relevant policies; and

J. **WHEREAS**, under the ACE Policies and ACE Agreements, ACE has on-going and material obligations to the Debtors, and the Debtors have on-going and material obligations to ACE; and

K. **WHEREAS**, accordingly, the ACE Policies and ACE Agreements are executory contracts within the meaning of 11 U.S.C. § 365; and

L. **WHEREAS**, on June 1, 2009, the Debtors commenced Chapter 11 bankruptcy cases (the “**Bankruptcy Cases**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), and

M. **WHEREAS**, also on June 1, 2009, the Debtors filed a Motion Pursuant to 11 U.S.C. §§363(b), 503(b) and 105(a) and Fed. R. Bank. P. 6003 and 6004 (I) Authorizing Debtors To (a) Continue Their Liability, Product, Property and Other Insurance Programs and (b) Pay All Obligations in Respect Thereof (the “**Insurance Motion**”) [Docket No. 72]. In the Insurance Motion, the Debtors/Assignors stated among other things that the continuation of their Insurance Programs (as defined in the Insurance Motion) and the payment of all undisputed prepetition and postpetition



Insurance Obligations (as defined in the Insurance Motion) was essential to preserve the Debtors' business and preserve the value of the Debtors' estates for all creditors; and

N. **WHEREAS**, on June 1, 2009, the Court issued a now-final order granting the Insurance Motion (the "**Insurance Order**") [Docket No. 172]. Among other things, the Insurance Order authorized and empowered the Debtors/Assignors to maintain their Insurance Programs without interruption and authorized the Debtors/Assignors to pay all undisputed Insurance Obligations, including those that were due and payable before commencement of the Bankruptcy Cases and those that are or become due and payable after the same. The Insurance Order expressly provided that it did not constitute an assumption of any Insurance Programs; and

O. **WHEREAS**, in connection with the Bankruptcy Cases, the Debtors/Assignors and the Assignee entered into an Amended and Restated Master Sale and Purchase Agreement, dated June 26, 2009 (the "**MSPA**"). The MSPA, among other things, effectuated the sale and transfer of substantially all of the assets of the Debtors/Assignors to the Assignee; and

P. **WHEREAS**, on July 5, 2009, the Bankruptcy Court issued an Order (i) Authorizing Sale of Assets Pursuant to the MSPA, (ii) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in connection with the Sale and (iii) Granting Related Relief (the "**Sale Order**") [Docket No. 2968]; and

Q. **WHEREAS**, pursuant to the MSPA, the "Purchased Assets" include all the Debtors' insurance policies and the rights to proceeds thereof, other than certain identified policies that were specifically excluded from the sale. (*See* MSPA at § 2.2(a)(xvii)); and

R. **WHEREAS**, pursuant to the MSPA, the “Purchased Contracts” include all “Contracts” other than “Excluded Contracts.” For clarity, “Purchased Contracts” include any “Executory Contract” designated as an “Assumable Executory Contract” as of the applicable “Assumption Effective Date.” (*See* MSPA at § 2.2(a)(x)); and

S. **WHEREAS**, the ACE Policies and ACE Agreements are “Purchased Assets” and/or “Purchased Contracts” under the MSPA; and

T. **WHEREAS**, pursuant to the MSPA, as approved by the Sale Order, the Debtors are authorized to assume all executory contracts and assign them to the Assignee subject to resolution or overruling of any objections of the counterparties to such contracts (*See* MSPA at §§ 2.2(a)(x); 2.2(b)(vii); 2.4; and 6.6)); and

U. **WHEREAS**, in order to further effectuate and implement the transaction authorized by the Sale Order and memorialized in the MSPA, on or about September 8, 2009, the Debtors/Assignors, ACE, and Assignee entered into an Assumption and Assignment Agreement to facilitate the assumption and assignment of the ACE Policies and ACE Agreements on the terms and conditions contained therein, and with the consent of ACE; and

V. **WHEREAS**, the Debtors/Assignors, ACE, and Assignee wish to amend and restate the terms of the Assumption and Assignment Agreement as set forth herein; and

W. **WHEREAS**, it is the intention of the Parties that coverage available under the ACE Policies be allocated and responsive to liabilities in the manner and to the extent that such liabilities have been allocated by the Debtors/Assignors and the Assignee under the MSPA. It is not the intention of the Parties to expand, increase, alter, or otherwise

modify the terms and conditions of any of the ACE Policies and/or the obligations of ACE under the ACE Policies and ACE Agreements; and

X. **WHEREAS**, counsel to the Unsecured Creditors Committee in these Bankruptcy Cases has reviewed this Stipulation and does not object to its entry; and

Y. **WHEREAS**, based on the foregoing, the Parties have determined to consensually resolve this matter by entering into this Stipulation.

**NOW, THEREFORE, IT IS STIPULATED AND AGREED**, by and between the Parties that:

#### **AGREEMENT**

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as if set forth in full.

2. Effective Date. This Stipulation shall be effective as of the date on which it becomes a final order that is not subject to appeal or stay (the “**Effective Date**”), unless otherwise mutually agreed to by the Parties. The Stipulation shall be effective immediately upon entry and the requirements of Fed. R. Bankr. P. 6006(d) are waived.

3. Assumption of ACE Policies and ACE Agreements. Pursuant to 11 U.S.C. § 365 and the orders of the Bankruptcy Court, and to the extent one or more of them is a named insured, an additional insured, or an insured of any kind, the Debtors/Assignors, individually and collectively, subject to the terms of this Stipulation, hereby assume the ACE Policies and ACE Agreements in full as of the Effective Date. In order to effectuate this assumption, the Assignee shall cure the defaults listed on **Exhibit C** attached hereto by paying ACE the sum set forth on **Exhibit C** within five days after the Effective Date.

4. Assignment of ACE Policies and ACE Agreements. Pursuant to 11 U.S.C. § 365, and to the extent one or more of them is a named insured, an additional insured, or an insured of any kind, as of the Effective Date the Debtors/Assignors, individually and collectively, subject to the terms of this Stipulation, hereby assign and transfer the ACE Policies and ACE Agreements to the Assignee, and the Assignee hereby accepts the assignment of the ACE Policies and ACE Agreements. Once this Stipulation becomes effective pursuant to the provisions of Paragraph 2 hereof, the Assignee may, upon notice to ACE and conditioned on ACE's consent, which consent shall not be unreasonably withheld, assign the ACE Policies and ACE Agreements, or any of them, to Assignee's parents, subsidiaries, or affiliates, and ACE will cooperate with the Assignee to facilitate such assignments.

5. Allocation of Coverage and Proceeds under ACE Policies. The Debtors/Assignors and the Assignee, with the consent of ACE, hereby allocate coverage and proceeds otherwise available under the ACE Policies as follows:

a. Insofar as the ACE Policies apply to the "Assumed Liabilities," as that term is defined in § 2.3(a) of the MSPA or a liability of one of Assignee's "Purchased Subsidiaries" as that term is defined in Article I of the MSPA, coverage and proceeds otherwise available under the ACE Policies shall be available to the Assignee or such covered Purchased Subsidiaries.

b. Insofar as the ACE Policies apply to the "Retained Liabilities," as that term is defined in § 2.3(b) of the MSPA or a liability of one of the Assignor's "Retained Subsidiaries" as that term is defined in Article I of the MSPA, coverage and

proceeds otherwise available under the ACE Policies shall be available to the Debtors/Assignors or such covered Retained Subsidiary.

c. In order to facilitate the allocation of coverage and proceeds between the Debtors/Assignors and the Assignee, ACE shall, as necessary, issue policy endorsements in the form attached hereto as **Exhibit D**.

d. Except as expressly set forth herein, nothing in this Stipulation is intended to increase, expand, enhance, change, or otherwise alter the scope of coverage under the ACE Policies. Except as expressly set forth herein, all the terms and conditions of the ACE Policies remain in full force and effect. ACE shall be under no obligation whatsoever to determine the applicability of any ACE Policy, and/or the availability of coverage or proceeds thereunder, with respect to any underlying claim against the Assignors/Debtors, the Assignee, or both. Such issues shall be determined solely by and between the Assignors/Debtors and the Assignee, at their sole cost and expense. ACE shall in no event be responsible or liable for any allocation or alleged mis-allocation of coverage or proceeds. The Debtors/Assignors and Assignee hereby release and hold ACE harmless from any responsibility or liability for any loss, cost, damage, or expense incurred by Debtors/Assignors or Assignee relating to such allocation or mis-allocation as between the Assignor and Assignee.

6. Performance of Obligations under the ACE Policies and ACE Agreements by the Assignee and Debtors/Assignors. Upon and after the completion of the assumption and assignment described herein:

a. Monetary Obligations. The Assignee shall perform, observe, pay, satisfy, fulfill, and discharge any and all now existing and hereafter arising monetary

duties, requirements, terms, conditions, provisions, covenants, liabilities, and other obligations under the ACE Policies and ACE Agreements (individually and collectively, the “**Monetary Obligations**”). By way of example and not of limitation, the Assignee shall be solely responsible to perform all the Monetary Obligations under (i) the Security Agreement entered into by the Debtors/Assignors and ACE on or about April 28, 2009 (the “**Security Agreement**”), which is attached as **Exhibit E** hereto; (ii) the United Kingdom Employers Liability Policies (the “**UKEL Policies**”) previously issued by ACE to the Debtors/Assignors, including the obligation thereunder to reimburse to ACE the first £100,000 (one hundred thousand pounds sterling) per claim; and (iii) all other ACE Policies and ACE Agreements. The Debtors/Assignors shall have no liability for Monetary Obligations.

b. Non-Monetary Obligations. The Assignee shall perform, observe, satisfy, fulfill and discharge any and all now existing and hereafter arising non-monetary obligations under the ACE Policies and ACE Agreements to the extent such non-monetary obligations arise out of or relate to the Assumed Liabilities (as this term is defined in §2.3(a) of the MSPA) and/or to the ACE Foreign Casualty Insurance Program described in Paragraphs E and F of this Stipulation. The Debtors/Assignors shall perform any and all non-monetary obligations under the ACE Policies and ACE Agreements to the extent that such non-monetary obligations arise out of or relate to the Retained Liabilities (as this term is defined in §2.3(b) of the MSPA); provided, however, that nothing in this Stipulation is intended to or should be construed to impose upon the Debtors/Assignors or ACE any obligations in excess of those that would have been imposed upon them by the Bankruptcy Code if the Debtors/Assignors had not assumed

the ACE Policies and ACE Agreements. All of the rights of the Debtors and ACE under the Bankruptcy Code are expressly reserved as if the ACE Policies and ACE Agreements had not been assumed.

c. Administration and Handling of Claims. The Assignee shall perform all administration and handling of claims (directly and/or through its third-party administrator) for claims that arise out of or relate to the Assumed Liabilities (as this term is defined in § 2.3(a) and the MSPA). The Debtors/Assignors shall perform all administration and handling of claims (directly and/or through their third-party administrator) for claims that arise out of or relate to the Retained Liabilities (as this term is defined in § 2.3(b) and the MSPA); provided, however, that the Debtors/Assignors shall be deemed to have complied with this Paragraph 6.c. by administering all claims in accordance with their rights under the Bankruptcy Code, the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) establishing the Deadline for Filing Proofs of Claim (Including Claims Under Bankruptcy Code Section 503(b)(9)) and Procedures Relating Thereto and Approving Form and Manner of Notices Thereof [Docket No. 4079], and the Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 3007 and 9019(b) Authorizing the Debtors to (I) File Omnibus Claims Objections and (II) Establishing Procedures for Settling Certain Claims [Docket No. 4180]. Any claims within the potential coverage of the ACE Policies shall be settled in accordance with the terms and conditions of such policies, including without limitation notice to and approval of the settlement by ACE if notice and/or approval are required by the terms of the applicable ACE Policy. ACE shall be under no obligation whatsoever to determine whether administration or handling of an individual underlying claim is the

responsibility of the Debtors/Assignors or the Assignee. Such issues shall be determined solely by and between the Debtors/Assignors and the Assignee, at their sole cost and expense. ACE shall not be made a party to any proceeding relating to such issues. The Debtors/Assignors and Assignee hereby release and hold ACE harmless from any responsibility or liability for any loss, cost, damage, or expense incurred by Debtors/Assignors or Assignee relating to such allocation or mis-allocation as between the Assignor and Assignee.

7. Substitute Letter of Credit. In further implementation of the MSPA, and as authorized by §§ 6.19 and 2.2(a)(xii) thereof, the Assignee shall furnish ACE with a clean, unconditional, irrevocable, automatically renewable, evergreen substitute Letter of Credit in a form and from a financial institution acceptable to ACE. The replacement Letter of Credit shall be in the initial amount of \$20,074,166.00. Assignee shall deliver the replacement Letter of Credit within the time required by the August 31, 2009 Foreign Casualty Binder, but in no event later than September 30, 2009. Unless and until ACE receives the satisfactory replacement Letter of Credit, ACE shall not be under any obligation to return any collateral currently being held by ACE.

8. Addition of ACE Policies and ACE Agreements. The Parties hereto acknowledge and agree that this Stipulation shall apply comprehensively to all ACE Policies and ACE Agreements identified in the future that the Parties agree should be assumed and assigned to Assignee and (i) any such newly identified Ace Policies or ACE Agreements shall be added to **Exhibit A** or **Exhibit B**, as applicable, (ii) Assignee shall promptly pay any valid cure amounts associated with such ACE Policies or ACE Agreements, and (iii) the Monetary Obligations, non-monetary obligations, and



administration and handing of the claims under any added ACE Policies or ACE Agreements will be allocated in accordance with the terms of this Stipulation regarding assumption and assignment of newly-identified policies and agreements pursuant to this paragraph shall not be unreasonably withheld.

9. Amendment of the ACE Policies and ACE Agreements. After this Stipulation is fully executed, entered by the Court and becomes final, and the Debtors/Assignors and the Assignee fully perform their obligations under this Stipulation, the ACE Policies shall be amended by issuance of Endorsements, as required, in the form attached as **Exhibit D** hereto and this Stipulation shall constitute an amendment to each of the ACE Agreements.

10. Non-Executory Contracts. In the event that any of the ACE Policies or the ACE Agreements are deemed by a court of law to be non-executory under 11 U.S.C. § 365, then, with the consent of ACE given pursuant to § 2.4(a) of the MSPA, each such ACE Policy or ACE Agreement is hereby assigned by the Debtors/Assignors to the Assignee pursuant to 11 U.S.C. § 363 and § 2.2(a)(x) of the MSPA, and the coverage and performance of the obligations thereunder is allocated by and between the Debtors/Assignors and the Assignee in accordance with the provisions in Paragraphs 5 and 6 above.

11. No Change in Contractual Rights. Except as expressly set forth herein, nothing in this Stipulation shall in any way directly or indirectly waive, impair, expand, or otherwise modify in any respect the legal, equitable, or contractual rights and defenses of the parties to the ACE Policies and ACE Agreements under applicable non-bankruptcy law. By way of example and not of limitation, nothing in this Stipulation shall directly or

indirectly expand the scope of insurance coverage available under any ACE Policy or ACE Agreement, increase the amount of proceeds available under any ACE Policy or ACE Agreement, or increase the policy limits stated in any ACE Policy or ACE Agreement. The rights and obligations of the parties to the ACE Policies and ACE Agreements shall be determined solely by the terms and conditions of such policies and agreements, including any and all terms, conditions, limitations, exclusions, endorsements, and amendments thereof, which shall all remain in full force and effect as before the commencement of the Bankruptcy Cases and under applicable non-bankruptcy law.

12. Governing Law. This Stipulation shall be governed and construed in accordance with the laws of the State of New York.

13. No Third Party Beneficiaries. This Stipulation is for the sole benefit of the Parties thereto, namely the Debtors/Assignors, the Assignee, and ACE. It is not intended to benefit any third person or entity who is not a party hereto, and thus no third party shall be able to claim to be a beneficiary hereof.

14. No Modification. As of the Effective Date, this Stipulation shall be binding on the Debtors/Assignors, the Assignee and ACE, and shall not be modified by any plan of reorganization or liquidation entered in the Bankruptcy Cases. This Stipulation may not be modified orally but only in a writing signed by all the Parties hereto and approved by the Court.

15. Construction. This Stipulation is a product of arms-length negotiations between the Parties who have been represented by counsel. It shall not be construed in favor of or against any of the Parties hereto as the drafting party.

16. NMO Expenses. In the event that the Debtors/Assignors fail to perform their non-monetary obligations pursuant to the ACE Agreements or ACE Policies to the extent that such non-monetary obligations arise out of or relate to the Retained Liabilities (as this term is defined in §2.3(b) of the MSPA), and ACE incurs any damages, losses, fees, costs, or expenses as a result of such failure (individually and collectively, “**NMO Expenses**”), then ACE may submit a request for payment of the NMO Expenses to the Court and such request shall be resolved under Paragraph 17 below; provided, however, that nothing in this Stipulation is intended to or should be construed to impose upon the Debtors/Assignors or ACE any obligations in excess of those that would have been imposed upon them by the Bankruptcy Code and the applicable non-bankruptcy law if the Debtors/Assignors had not assumed the ACE Policies and ACE Agreements.

a. Any request for NMO Expenses must include supporting documentation and be set for notice and a hearing in the Bankruptcy Cases.

b. ACE reserves its right to assert that the NMO Expenses constitute administrative expenses of the Debtors’ bankruptcy estates (the “**Estates**”) under 11 U.S.C. §503, and the Debtors and other parties in interest reserve their rights to (A) oppose ACE’s position and to deny that the NMO Expenses constitute administrative expenses of the Estates under 11 U.S.C. §503 and (B) oppose the validity of the NMO Expenses.

c. The Debtors and ACE hereby agree that, solely for the purposes of determining whether the NMO Expenses constitute administrative expenses of the Estates under 11 U.S.C. § 503, the ACE Policies and ACE Agreements shall not be deemed assumed.

d. ACE shall promptly notify Assignee in writing of all NMO Expense claims it asserts against the Debtors and provide Assignee with copies of all documentation in support of such claims.

e. For the sake of clarity, “NMO Expenses,” as defined in this Stipulation, do not include any sums that ACE may become obligated to pay pursuant to Paragraph 5.a. of this Stipulation; any costs, fees, or expenses ACE may incur in contesting coverage under any of the ACE Policies or ACE Agreements; or any amounts that the Assignee may become obligated to pay pursuant to Paragraph 6.a of the Stipulation.

17. Procedure for Resolving NMO Expense Claims.

a. To the extent the Court rules that claimed NMO Expenses are valid and constitute administrative expenses of the Debtors under 11 U.S.C. §503, ACE shall have an allowed administrative expense claim against the Debtors.

b. To the extent the Court rules that claimed NMO Expenses are valid and constitute general unsecured claims against the Estates, ACE will have an allowed general unsecured claim against the Debtors (the “**NMO General Unsecured Claim**”). The Assignee shall pay to ACE the portion of each NMO General Unsecured Claim not paid by the Debtors to the extent the NMO General Unsecured Claims would have been paid if they were allowed administrative expense claims against the Debtors, pursuant to the following:

(i) For purposes of this Paragraph 17(b), the term “\$A” shall mean the amount that would have been paid to ACE by the Debtors had the Court ruled

that an NMO General Unsecured Claim constituted an administrative expense of the Estate under 11 U.S.C. §503.

(ii) For the purposes of this Paragraph 17(b), the term “\$D” shall mean the difference between \$A and the amount actually collected by ACE from the Debtors on account of the NMO General Unsecured Claim.

(iii) For the purposes of this Paragraph 17(b), the term “\$P” shall mean the amount to be paid by the Assignee to ACE as compensation for the NMO Expenses.

(iv) If \$D is less than or equal to \$150,000, then \$P shall be equal to \$D.

(v) If \$D is greater than \$150,000, but is less than or equal to \$300,000, then \$P shall be equal to  $\$150,000 + ((\$D - \$150,000) \times 0.8)$ .

(vi) If \$D is greater than \$300,000, but is less than or equal to \$450,000, then \$P shall be equal to  $\$270,000 + ((\$D - \$300,000) \times 0.6)$ .

(vii) If \$D is greater than \$450,000, then \$P shall be equal to  $\$360,000 + ((\$D - \$450,000) \times 0.5)$ , but no greater than \$550,000.

c. In the event that (x) either (i) the Estates are closed at the time that ACE incurs NMO Expenses, or (ii) no further distributions from the Estates are available, and (y) ACE notifies Assignee in writing of such NMO Expenses within five (5) years after the date of the Stipulation, ACE’s claim for NMO Expenses shall be resolved as follows:

(i) Upon ACE’s written demand and within ten (10) business days thereof, ACE and the Assignee, through their authorized representatives, shall meet

and attempt, in good faith, to jointly determine the amount to be paid to ACE by the Assignee under the terms and conditions of this Stipulation, or as otherwise agreed to by Assignee and ACE.

(ii) In the event that such a meeting does not result in an amicable resolution, then within ten (10) business days after such a meeting, ACE and the Assignee shall jointly appoint a neutral mediator.

(iii) The mediator shall be a lawyer with experience in bankruptcy law. The fees and expenses of the mediator shall be shared equally by ACE and the Assignee.

(iv) Said mediator shall determine the amount, if any, of the claimed NMO Expenses that would have been allowed as administrative expenses of the Estates under 11 U.S.C. §503, assuming the Debtors had assumed the ACE Policies and ACE Agreements.

(v) Said mediator shall further determine the amount, if any, of the claimed NMO Expenses to be paid to ACE by the Assignee using the formulas set forth in Paragraph 17(b) above.

(vi) For the purposes of applying the formulas set forth in Paragraph 17(b) above where the Estates are closed, “\$D” shall be the amount determined by the mediator pursuant to Paragraph 17(c)(iv) above.

(vii) ACE and the Assignee hereby agree that the decision of the mediator shall be final and binding.

d. Assignee’s aggregate payment obligations to ACE under this Paragraph 17 in connection with the NMO Expenses shall not exceed \$550,000.

e. For the purposes of determining ACE's entitlement to reimbursement from Assignee of its NMO Expenses under the terms and conditions of Paragraph 17, ACE and the Assignee shall assume that the ACE Policies and ACE Agreements constitute executory contracts that have been assumed by the Debtors/Assignors notwithstanding the proviso clauses at the end of Paragraphs 6(b) and 16(c), and that the Debtors/Assignors have failed to perform their non-monetary obligations under the ACE Policies and ACE Agreements, but this assumption shall have no effect on the obligations of Debtors/Assignors under this Stipulation.

18. Notices. All written notices that are required under the terms of this Stipulation shall be delivered via facsimile or first-class mail addressed as follows:

If to ACE, then to:

Legal Department  
The ACE Group  
436 Walnut Street, WA04K  
Philadelphia, PA 19106  
Facsimile No. 215-640-1417

With a copy to

Jeffrey A. Less, Esq.  
Helen Heifets, Esq.  
Bazelon Less & Feldman, P.C.  
1515 Market Street, Suite 700  
Philadelphia, PA 19102  
Facsimile No: 215-568-9319

If to General Motors LLC, then to

Alan G. Gier  
Director, Global Risk Financing &  
Insurance  
482-C19-D36  
300 Renaissance Center, P.O. Box 300  
Detroit, MI 48265-3000  
Facsimile No.: 313-665-0985

With a copy to

Robert B. Weiss, Esq.  
Honigman Miller Schwartz and Cohn LLP  
2290 First National Building  
660 Woodward Avenue

Detroit, MI 48226  
Facsimile No.: 313-465-7597

If to Debtors, then to

Joseph H. Smolinsky, Esq.  
Evan S. Lederman, Esq.  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Facsimile No.: 212-310-8007

19. Withdrawal of Objection. Within ten (10) calendar days of the Effective Date, ACE will withdraw its Limited Objection of ACE American Insurance Company to Motion of Debtors, Pursuant to 11 U.S.C. §§ 105, 363(b), (f), (k), (m), and 365 and Fed R. Bankr. P. 2002, 6004 and 6006, to Approve (A) the Sale Pursuant to the Master Sale and Purchase Agreement with Vehicle Acquisition Holdings, LLC, a U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims, and Encumbrances, and Other Interests; (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief [Docket No. 1999] and the Limited Objections of ACE America Insurance Company and Affiliated Companies to Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Non-Residential Real Property and (II) Cure Amounts Related Thereto [Docket No. 3135]; and its July 13, 2009 Limited Objections [Docket No. 3135] to Debtors' Notice of Intent To Assume and Assign Executory Contracts; and its July 21, 2009 Motion To Compel Debtors To Assume or Reject Insurance Policies and Related Agreements [Docket No. 3272].

20. ACE Non-NMO Claims. Except with respect to NMO Expenses that may be asserted against the Debtors pursuant to Paragraph 16 of this Stipulation, any and all



claims held by ACE against the Debtors prior to the Effective Date related to the ACE Policies and ACE Agreements shall be deemed released and withdrawn.

21. Jurisdiction. The Bankruptcy Court shall retain jurisdiction with regard to any dispute involving the Debtors arising out of this Stipulation (including, without limitation, the Debtors' liability for any NMO Expenses).

Stipulated and Agreed to on this 31st day of March 2010.

MOTORS LIQUIDATION COMPANY  
(formerly known as General Motors Corporation)

BY: /s/ David Head  
Name: David Head  
Title: Vice President

MLCS DISTRIBUTION CORPORATION (formerly known as Saturn Distribution Corporation)

BY: /s/ David Head  
Name: David Head  
Title: Vice President

GENERAL MOTORS LLC

BY: /s/ Alan G. Gier  
Name: Alan G. Gier  
Title: Director, Global Risk Management & Insurance

MLCS, LLC (formerly known as Saturn, LLC)

BY: /s/ David Head  
Name: David Head  
Title: Vice President

MLC OF HARLEM, INC. (formerly known as Chevrolet-Saturn of Harlem, Inc.)

BY: /s/ David Head  
Name: David Head  
Title: Vice President

ACE AMERICAN INSURANCE COMPANY, on its own behalf and on behalf of its affiliated insurers and reinsurers

BY: /s/ Clint Johnson  
Name: Clint Johnson  
Title: Executive Vice President

**SO ORDERED** this \_\_\_ day \_\_\_\_\_ of 2010

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE

## EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp.	G24574623	4/1/2009	4/1/2010	FID-FIDELITY	Westchester Fire Insurance Company
General Motors Corp.	G24574660	4/1/2009	4/1/2010	FID-FIDELITY	Westchester Fire Insurance Company
General Motors Corp.	D37743616	3/1/2009	3/1/2010	GMP-GLOBAL MONOLINE PROPERTY	ACE American Insurance Company
General Motors Corp.	CSZ0312838	9/1/2008	-	Master Policy / DIC / DIL Local Policy - Kazakhstan	ACE USA Companies
General Motors Corp.	CSZ0312873	9/1/2008	-	Master Policy / DIC / DIL Local Policy - Switzerland	ACE USA Companies
General Motors Corp.	X/L 4728-013	9/1/2008	-	-	-
General Motors Corp.	D3702661A	3/1/2008	3/1/2009	GMP-GLOBAL MONOLINE PROPERTY	ACE American Insurance Company
General Motors Corp.	CSZ0312788	3/1/2008	9/1/2009	Master Policy / DIC / DIL Local Policy - Israel	ACE USA Companies
General Motors Corp.	CRK0312578	9/1/2007	9/1/2009	Defense Base Act Master Policy - International Advantage	ACE American Insurance Company
General Motors Corp.	CSZ312577	9/1/2007	9/1/2008	International Advantage, Excess Com, General Liability	ACE American Insurance Company
General Motors Corp.	CSZ0312646	9/1/2007	9/1/2009	Master Policy / DIC / DIL Local Policy - United Arab Emirates	ACE USA Companies
General Motors Corp.	X/L 4728-012	9/1/2007	-	-	-
General Motors Corp.	D37025641	3/1/2007	3/1/2008	GMP-GLOBAL MONOLINE PROPERTY	ACE American Insurance Company
General Motors Corp.	CRK0302021	9/1/2006	9/1/2007	Defense Base Act Commercial	ACE American Insurance Company
General Motors Corp.	CSZ0302173	9/1/2006	9/1/2007	General Liability and Excess	ACE American Insurance Company
General Motors Corp.	CSZ0302514	9/1/2006	9/1/2009	Comprehensive General Liability, Employee benefits, Contingent auto, Employer Responsibility and Employer Liability Master Policy - International Advantage Local Policy - Kazakhstan, United States Master Policy / DIC / DIL	ACE American Insurance Company ACE USA Companies
General Motors Corp.	CSZ0302648	9/1/2006	-	Master Policy / DIC / DIL Local Policy - Venezuela	ACE USA Companies
General Motors Corp.	X/L 4728-011	9/1/2006	-	-	-

## EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp.	G23645889	3/1/2006	4/1/2008	FID-FIDELITY	ACE American Insurance Company (-ACE Tempest RE - Domestic (ATR))
General Motors Corp.	G23645920	3/1/2006	3/1/2007	FID-FIDELITY	ACE American Insurance Company
General Motors Corp.	G23646080	3/1/2006	4/30/2008	FID-FIDELITY	ACE American Insurance Company
General Motors Corp.	CSZ0312488	1/1/2006	1/2/2009	Master Policy / DIC / DIL Local Policy - Brazil	ACE USA Companies
General Motors Corp.	M2UK0102UK	9/1/2005	9/1/2008	Local Policy - United Kingdom	ACE USA Companies
General Motors Corp.	X/L 4728-010	9/1/2005	-	-	-
General Motors Corp.	N00326653	9/17/2004	9/22/2004	GLM-GLOBAL MEDICAL	ACE American Insurance Company
General Motors Corp.	CSZ0302053	9/1/2004	9/1/2009	Master Policy / DIC / DIL Local Policy - Turkey	ACE USA Companies
General Motors Corp.	001748 009	9/1/2004	-	-	-
General Motors Corp.	CSZ0301827	9/1/2003	9/1/2006	International Advantage General Liability, Auto, Employer Responsibility, Defense Based Act International Advantage Excess DIC Liability Local Policy - Turkey, United States, Venezuela Master Policy / DIC / DIL	ACE USA Companies ACE American Insurance Company
General Motors Corp.	CSZ0302133	9/1/2003	-	Master Policy / DIC / DIL Local Policy - Turkey	ACE USA Companies
General Motors Corp.	CSZ0301849	9/1/2003	9/1/2005	Master Policy / DIC / DIL Local Policy - China	ACE USA Companies
General Motors Corp.	CSZ0331827	9/1/2003	-	Master Policy / DIC / DIL Local Policy - United States	ACE USA Companies
General Motors Corp.	X/L/0003631	9/1/2003	-	-	-
General Motors Corp.	PRP/0004698	3/1/2003	-	-	-
General Motors Corp.	CLP0000077	9/1/2002	9/1/2006	Local Policy - United States	ACE USA Companies
General Motors Corp.	CSZ0301803	9/1/2002	9/1/2007	Master Policy / DIC / DIL Local Policy - Saudi Arabia	ACE USA Companies
General Motors Corp.	CSZ0301833	9/1/2002	9/1/2006	Master Policy / DIC / DIL Local Policy - Venezuela	ACE USA Companies
General Motors Corp.	X/L/0003184	9/1/2002	-	-	-
General Motors Corp.	PRP/0003234	3/1/2002	-	-	-
General Motors Corp.	M1UK0012DE	9/1/2001	9/1/2007	Local Policy - United Kingdom, Denmark	ACE USA Companies
General Motors Corp.	CSZ0301075	9/1/2001	9/1/2003	Master Policy / DIC / DIL Local Policy - Portugal	ACE USA Companies
General Motors Corp.	CSZ0301830	9/1/2001	-	Master Policy / DIC / DIL Local Policy - Saudi Arabia	ACE USA Companies
General Motors Corp.	X/L/0002815	9/1/2001	-	-	-

## EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp.	PRP/0002282	3/1/2001	-	-	-
General Motors Corp.	D&O/0003894	11/1/2000	-	-	-
General Motors Corp.	X/L/0002530	9/1/2000	-	-	-
General Motors Corp.	PRP/0001883	3/1/2000	-	-	-
General Motors Corp.	000619 005	11/1/1999	-	-	-
General Motors Corp.	43GW550116	9/1/1999	9/1/2000	Local Policy - United States	ACE USA Companies
General Motors Corp.	43GW550117	9/1/1999	9/1/2005	Local Policy - United States , Russia (Russian Federation)	ACE USA Companies
General Motors Corp.	64UK206760	9/1/1999	-	Local Policy - United Kingdom	ACE USA Companies
General Motors Corp.	64UK206761	9/1/1999	-	Local Policy - United Kingdom	ACE USA Companies
General Motors Corp.	M1UK0007MP	9/1/1999	9/1/2009	Local Policy - United Kingdom, Portugal, Norway, Ireland, Denmark	ACE USA Companies
General Motors Corp.	CSZ0301276	9/1/1999	9/1/2003	Master Policy / DIC / DIL Local Policy - United States Local Policy - China	ACE USA Companies
General Motors Corp.	CSZ0301374	9/1/1999	9/1/2006	Master Policy / DIC / DIL Local Policy - Jamaica Local Policy - Cayman Islands	ACE USA Companies
General Motors Corp.	001748 004	9/1/1999	-	-	-
General Motors Corp.	000137 004	3/1/1999	-	-	-
General Motors Corp.	D&O/0002669	11/1/1998	-	-	-
General Motors Corp.	CSZ0300901	9/1/1998	9/1/2004	Master Policy / DIC / DIL Local Policy - Turkey	ACE USA Companies
General Motors Corp.	CSZ0300977	9/1/1998	9/1/2002	Master Policy / DIC / DIL Local Policy - Saudi Arabia	ACE USA Companies
General Motors Corp.	CSZ0301009	9/1/1998	9/1/2001	Master Policy / DIC / DIL Local Policy - Venezuela	ACE USA Companies
General Motors Corp.	CSZ0301098	9/1/1998	-	Master Policy / DIC / DIL Local Policy - Portugal	ACE USA Companies
General Motors Corp.	001748 003	9/1/1998	-	-	-
General Motors Corp.	64UK206682	4/15/1998	9/1/1999	Local Policy - United Kingdom	ACE USA Companies
General Motors Corp.	PRP/0001008	3/1/1998	-	-	-
General Motors Corp.	64UK206681	2/28/1998	9/1/1998	Local Policy - United Kingdom	ACE USA Companies
General Motors Corp.	D&O/0001971	11/1/1997	-	-	-
General Motors Corp.	CSZ0301128	9/1/1997	9/1/2004	Master Policy / DIC / DIL Local Policy - Greece	ACE USA Companies
General Motors Corp.	CSZ0301199	9/1/1997	9/1/2008	Master Policy / DIC / DIL Local Policy - Philippines	ACE USA Companies
General Motors Corp.	001748 002	9/1/1997	-	-	-
General Motors Corp.	CSZ0301029	7/1/1997	9/1/2000	Master Policy / DIC / DIL Local Policy - Argentina	ACE USA Companies
General Motors Corp.	000137 002	3/1/1997	-	-	-
General Motors Corp.	000619 002	11/1/1996	-	-	-

## EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp.	600283008	9/1/1996	9/1/2001	Local Policy - Belgium, Netherlands, United States	ACE USA Companies
General Motors Corp.	43GW550035	9/1/1996	9/1/2004	Local Policy - Germany, Poland, United States	ACE USA Companies
General Motors Corp.	46GE550566	9/1/1996	9/1/1998	Local Policy - United States	ACE USA Companies
General Motors Corp.	60GE860065	9/1/1996	9/1/1998	Local Policy - United States	ACE USA Companies
General Motors Corp.	CHC0000005	9/1/1996	9/1/1998	Local Policy - United States	ACE USA Companies
General Motors Corp.	CHC0000006	9/1/1996	9/1/1998	Local Policy - United States	ACE USA Companies
General Motors Corp.	CHC0000007	9/1/1996	9/1/1998	Local Policy - United States	ACE USA Companies
General Motors Corp.	CSZ0301159	9/1/1996	9/1/2005	Local Policy - United States Local Policy - Portugal Master Policy / DIC / DIL	ACE USA Companies
General Motors Corp.	X/L/0000789	9/1/1996	-	-	-
General Motors Corp.	C42018508	4/1/1996	4/1/1997	Workers Compensation Policy HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE)	ACE American Insurance Company
General Motors Corp.	C42018612	4/1/1996	4/1/1997	Workers Compensation Policy HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE)	ACE American Insurance Company
General Motors Corp.	000137 001	3/1/1996	-	-	-
General Motors Corp.	496110	12/1/1995	3/1/1998	MCG-MARINE CARGO	Indemnity Insurance Company of North America
General Motors Corp.	000619 001	11/1/1995	-	-	-
General Motors Corp.	64UK206175	9/1/1995	9/1/1998	Local Policy - United Kingdom	ACE USA Companies
General Motors Corp.	CSZ0300970	9/1/1995	9/1/2008	Master Policy / DIC / DIL Local Policy - Brazil	ACE USA Companies
General Motors Corp.	002011 001	9/1/1995	-	-	-
General Motors Corp.	CSZ0301774	8/31/1995	-	Master Policy / DIC / DIL Local Policy - Brazil	ACE USA Companies
General Motors Corp.	G18400959	7/1/1995	7/1/1998	HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE) Commercial Package	Indemnity Insurance Company of North America ACE American Insurance Company
General Motors Corp.	C38006629	4/1/1995	4/1/1996	HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE) PLR-PAID LOSS RETRO PROGRAMS	ACE American Insurance Company Insurance Company of North America
General Motors Corp.	C4088354A	4/1/1995	4/1/1996	HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE) Workers Compensation Policy	ACE American Insurance Company
General Motors Corp.	G14664695	4/1/1995	7/1/1999	HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE) Commercial Package	Indemnity Insurance Company of North America ACE American Insurance Company

## EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp.	G14664713	4/1/1995	8/1/1999	HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE) Commercial Package	Indemnity Insurance Company of North America ACE American Insurance Company
General Motors Corp.	C41355074	1/18/1995	1/18/1996	Workers Compensation Policy HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE)	ACE American Insurance Company Pacific Employers Insurance Company
General Motors Corp.	C41109646	9/1/1994	9/1/1995	Workers Compensation Policy	ACE American Insurance Company
General Motors Corp.	C41109658	9/1/1994	9/1/1995	Workers Compensation Policy	ACE American Insurance Company
General Motors Corp.	CSZ9004041	9/1/1994	9/1/2002	Local Policy - United States Worldwide Excess/DIC Liability Master Policy / DIC / DIL	ACE USA Companies ACE USA Companies CIGNA Fa. Insurance Company
General Motors Corp.	60GE860052	5/26/1994	8/21/2001	Local Policy - United States	ACE USA Companies
General Motors Corp.	G1711279A	5/1/1994	8/1/1998	Commercial Package HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE)	ACE American Insurance Company Insurance Company of North America
General Motors Corp.	C40493190	1/18/1994	1/18/1995	Workers Compensation Policy	ACE American Insurance Company
General Motors Corp.	G17112788	1/18/1994	12/1/1998	Commercial Package HDP-HIGH DEDUCTIBLE PROGRAMS (UNBUNDLE)	ACE American Insurance Company Insurance Company of North America
General Motors Corp.	002153 002	12/31/1993	-	-	-
General Motors Corp.	002153 001	11/5/1993	-	-	-
General Motors Corp.	43GE550193	9/1/1993	9/1/1995	Local Policy - United States	ACE USA Companies
General Motors Corp.	C24248859	9/1/1993	9/1/1994	Workers Compensation Policy	ACE American Insurance Company
General Motors Corp.	C24248860	9/1/1993	9/1/1994	Workers Compensation Policy	ACE American Insurance Company
General Motors Corp.	22S0270916	9/1/1992	9/1/2007	Local Policy - United Kingdom, Germany, Italy, Portugal, Sweden	ACE USA Companies
General Motors Corp.	43GE550191	9/1/1992	9/1/1998	Local Policy - United States	ACE USA Companies
General Motors Corp.	47UK203938	9/1/1992	8/31/2009	Employers Liability Local Policy - United Kingdom	ACE European Group Limited
General Motors Corp.	47UK203939	9/1/1992	9/1/2005	Local Policy - United Kingdom, Ireland, Spain, Ukraine	ACE USA Companies
General Motors Corp.	60GE860050	9/1/1992	9/1/2008	Local Policy - Germany, United States	ACE USA Companies
General Motors Corp.	64UK203940	9/1/1992	9/1/2008	Local Policy - United Kingdom	ACE USA Companies
General Motors Corp.	64UK203983	9/1/1992	9/1/2005	Local Policy - United Kingdom	ACE USA Companies
General Motors Corp.	64UK204190	9/1/1992	9/1/1999	Local Policy - United Kingdom	ACE USA Companies
General Motors Corp.	43GE550190	1/1/1992	9/1/2008	Local Policy - United States	ACE USA Companies
General Motors Corp.	XLP G06638119	9/1/1988	9/1/1989	Commercial Excess Policy	CIGNA Insurance Company
General Motors Corp.	D15920403	10/9/1987	12/10/1989	Commercial Package	ACE American Insurance Company
General Motors Corp.	XLP G06637048	9/1/1987	9/1/1988	Commercial Excess Policy	CIGNA Insurance Company
General Motors Corp.	G09283110	9/1/1986	9/1/1987	Commercial Package	ACE American Insurance Company
General Motors Corp.	XLP G09283110	9/1/1986	9/1/1987	Commercial Excess Policy	CIGNA Insurance Company
General Motors Corp.	522053866	9/1/1985	9/1/1986	-	ACE American Insurance Company

## EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp.	XCP GO 3611826	9/1/1985	9/1/1986	Excess Liability	Insurance Company of North America
General Motors Corp.	522028585	9/1/1983	9/1/1984	-	ACE American Insurance Company
General Motors Corp.	522028586	9/1/1983	9/1/1984	-	ACE American Insurance Company
General Motors Corp.	XCP 145435	9/1/1983	9/1/1985	Excess Liability	Insurance Company of North America
General Motors Corp.	XCP 145415	9/1/1983	9/1/1984	Excess Liability	Insurance Company of North America
General Motors Corp.	XCP 145418	9/1/1983	9/1/1984	-	Insurance Company of North America
General Motors Corp.	ZCX 006702	9/1/1983	9/1/1984	Excess Liability	California Union Insurance Company
General Motors Corp.	522028587	8/1/1983	9/1/1984	-	ACE American Insurance Company
General Motors Corp. and/or subsid/aff.	956AB 4530273	12/29/2008	-	Japan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040413909	9/1/2008	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040413910	9/1/2008	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080821993	9/1/2008	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086006165	9/1/2008	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120004915	9/1/2008	-	Local Policy - Columbia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120352865	9/1/2008	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400015265	9/1/2008	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900516913	9/1/2008	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900516914	9/1/2008	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	40SE000326	9/1/2008	-	Local Policy - Sweden	ACE USA Companies
General Motors Corp. and/or subsid/aff.	C100800133	9/1/2008	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	HUCANA00520	9/1/2008	-	Local Policy - Hungary	ACE USA Companies
General Motors Corp. and/or subsid/aff.	PTCAN100257	9/1/2008	-	Local Policy - Portugal	ACE USA Companies
General Motors Corp. and/or subsid/aff.	RUCANA01402	9/1/2008	-	Local Policy - Russia (Russian Federation)	ACE USA Companies
General Motors Corp. and/or subsid/aff.	931CGL0278074	9/1/2008	-	Japan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	956AB 4530222	3/26/2008	-	Japan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	BBP000000027630	11/15/2007	-	Local Policy - Japan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	01010006AC	10/31/2007	8/31/2008	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040413891	9/1/2007	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040413893	9/1/2007	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080820421	9/1/2007	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086005436	9/1/2007	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120003950	9/1/2007	-	Local Policy - Columbia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120352476	9/1/2007	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400010507	9/1/2007	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	2201821188	9/1/2007	-	Local Policy - Denmark	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43GEO4683	9/1/2007	-	Local Policy - Kazakhstan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	44NY20262	9/1/2007	-	Local Policy - Norway	ACE USA Companies
General Motors Corp. and/or subsid/aff.	C100700102	9/1/2007	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	IEAUNA04258	9/1/2007	-	Local Policy - Ireland	ACE USA Companies



EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp. and/or subsid/aff.	PLCANA00568	9/1/2007	9/1/2008	Local Policy - Poland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	RUCANA00876	9/1/2007	-	Local Policy - Russia (Russian Federation)	ACE USA Companies
General Motors Corp. and/or subsid/aff.	UKAUNC33664	9/1/2007	9/1/2008	Local Policy - Portugal	ACE USA Companies
General Motors Corp. and/or subsid/aff.	UKAUUC33586	9/1/2007	9/1/2008	Local Policy - Denmark	ACE USA Companies
General Motors Corp. and/or subsid/aff.	UKCAUC33575	9/1/2007	9/1/2008	Local Policy - Ireland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	930CGL9799023	9/1/2007	-	Japan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	(blank)	12/15/2006	12/15/2008	Local Policy - Japan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	BBP000000006354	11/15/2006	-	Local Policy - Japan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040413877	9/1/2006	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040413879	9/1/2006	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080819041	9/1/2006	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086004695	9/1/2006	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120003146	9/1/2006	-	Local Policy - Columbia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120352081	9/1/2006	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120352114	9/1/2006	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400008100	9/1/2006	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	7050101528	9/1/2006	9/1/2008	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	8030106792	9/1/2006	9/1/2007	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	44SA103379	9/1/2006	9/1/2008	Local Policy - South Africa	ACE USA Companies
General Motors Corp. and/or subsid/aff.	64SA103380	9/1/2006	9/1/2008	Local Policy - South Africa	ACE USA Companies
General Motors Corp. and/or subsid/aff.	C100600056	9/1/2006	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	PLCASA00345	9/1/2006	-	Local Policy - Poland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	RUCANA00469	9/1/2006	-	Local Policy - Russia (Russian Federation)	ACE USA Companies
				Local Policy - Canada - Alberta British Columbia Manitoba New Brunswick Newfoundland North West Territories Nova Scotia Nunavut Ontario Prince Edward Island Quebec Saskatchewan Yukon United States	
General Motors Corp. and/or subsid/aff.	SG30000301	10/1/2005	10/1/2008	United States	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040413863	9/1/2005	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040413867	9/1/2005	-	Local Policy - Argentina	ACE USA Companies

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Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp. and/or subsid/aff.	080818007	9/1/2005	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086004095	9/1/2005	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120002453	9/1/2005	-	Local Policy - Columbia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120351812	9/1/2005	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400006649	9/1/2005	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900028290	9/1/2005	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900028291	9/1/2005	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	64SA103325	9/1/2005	-	Local Policy - South Africa	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80323203D	9/1/2005	9/1/2008	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CGG40174	9/1/2005	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	M2UK0102GR	9/1/2005	9/1/2008	Local Policy - Germany, Greece	ACE USA Companies
General Motors Corp. and/or subsid/aff.	M2UK0102IR	9/1/2005	9/1/2006	Local Policy - Ireland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	PLCASA00141	9/1/2005	-	Local Policy - Poland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	RUCANA00122	9/1/2005	-	Local Policy - Russia (Russian Federation)	ACE USA Companies
General Motors Corp. and/or subsid/aff.	01010001AC	5/12/2005	8/31/2008	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	M1UK0012PO	1/31/2005	9/1/2009	Local Policy - Portugal, Poland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0007500128	9/1/2004	9/1/2008	Local Policy - Belgium, France, Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0008024222	9/1/2004	-	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0008024223	9/1/2004	9/1/2007	Local Policy - Belgium, Netherlands	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0008024224	9/1/2004	9/1/2008	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013839	9/1/2004	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013841	9/1/2004	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	60102065	9/1/2004	9/1/2008	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	70551250	9/1/2004	9/1/2008	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080017035	9/1/2004	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80323203	9/1/2004	9/1/2008	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80323204	9/1/2004	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80411118	9/1/2004	9/1/2008	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086003453	9/1/2004	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120002217	9/1/2004	-	Local Policy - Columbia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120351380	9/1/2004	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400005341	9/1/2004	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900001379	9/1/2004	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900001385	9/1/2004	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	7050101314	9/1/2004	9/1/2005	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	8030106724	9/1/2004	-	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	8030106772	9/1/2004	9/1/2008	Local Policy - Indonesia	ACE USA Companies

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Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp. and/or subsid/aff.	02AC440356	9/1/2004	9/1/2008	Local Policy - Australia - New South Wales Queensland South Australia Tasmania Victoria Western Australia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	02CL440355	9/1/2004	9/1/2008	Local Policy - Australia - New South Wales Northern Territory Queensland South Australia Tasmania Victoria Western Australia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1370-04	9/1/2004	9/1/2008	Local Policy - Netherlands	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43AU350568	9/1/2004	9/1/2008	Local Policy - Austria	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43GW551022	9/1/2004	9/1/2007	Local Policy - Hungary	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43NE032052	9/1/2004	9/1/2008	Local Policy - Netherlands	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43SW1677	9/1/2004	9/1/2008	Local Policy - Switzerland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	44SA103303 104B	9/1/2004	-	Local Policy - South Africa	ACE USA Companies
General Motors Corp. and/or subsid/aff.	44SA103324	9/1/2004	-	Local Policy - South Africa	ACE USA Companies
General Motors Corp. and/or subsid/aff.	60SW1678	9/1/2004	9/1/2007	Local Policy - Switzerland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	64SA103326	9/1/2004	9/1/2005	Local Policy - South Africa	ACE USA Companies
General Motors Corp. and/or subsid/aff.	8024222DUM	9/1/2004	-	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	8024223DUM	9/1/2004	9/1/2006	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	8024224DUM	9/1/2004	9/1/2008	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80411119D	9/1/2004	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	AAUT308216	9/1/2004	9/1/2008	Local Policy - New Zealand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	AGEL401146	9/1/2004	9/1/2008	Local Policy - New Zealand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CAC424499	9/1/2004	9/1/2008	Local Policy - Canada - Alberta Ontario Quebec	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CGG40050	9/1/2004	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CGL0020225	9/1/2004	9/1/2008	Local Policy - Thailand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CGL322925	9/1/2004	9/1/2008	Local Policy - Canada - Ontario	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CGLA95531	9/1/2004	9/1/2008	Local Policy - Philippines	ACE USA Companies
General Motors Corp. and/or subsid/aff.	ES13000021	9/1/2004	9/1/2008	Local Policy - Spain	ACE USA Companies
General Motors Corp. and/or subsid/aff.	ES14000020	9/1/2004	9/1/2008	Local Policy - Spain	ACE USA Companies
General Motors Corp. and/or subsid/aff.	FR70007911	9/1/2004	9/1/2008	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	FR70007912	9/1/2004	9/1/2008	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	FR72007926	9/1/2004	9/1/2008	Local Policy - France	ACE USA Companies

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Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp. and/or subsid/aff.	HCL0575314	9/1/2004	8/31/2008	Local Policy - Hong Kong	ACE USA Companies
General Motors Corp. and/or subsid/aff.	HCW0575313	9/1/2004	8/31/2008	Local Policy - Hong Kong	ACE USA Companies
General Motors Corp. and/or subsid/aff.	M2UK0084GR	9/1/2004	-	Local Policy - Greece	ACE USA Companies
General Motors Corp. and/or subsid/aff.	PT51000034	9/1/2004	9/1/2007	Local Policy - Portugal	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010447907S	5/26/2004	-	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	44SA103303	4/1/2004	9/1/2004	Local Policy - South Africa	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010108130C	12/30/2003	8/31/2008	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	53010154	11/1/2003	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013824	9/1/2003	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013827	9/1/2003	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080016347	9/1/2003	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086002882	9/1/2003	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120351099	9/1/2003	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400004536	9/1/2003	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900001306	9/1/2003	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010108162C	9/1/2003	9/1/2008	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1371-04	9/1/2003	9/1/2008	Local Policy - Italy, Netherlands	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43GE550190	9/1/2003	9/1/2007	Local Policy - Germany	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43GW550793	9/1/2003	9/1/2007	Local Policy - Hungary	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43GW551052	9/1/2003	9/1/2005	Local Policy - Czech Republic	ACE USA Companies
General Motors Corp. and/or subsid/aff.	AUZ0301075	9/1/2003	9/1/2004	Local Policy - Portugal	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CGG30051	9/1/2003	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013809	9/1/2002	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013814	9/1/2002	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080015619	9/1/2002	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086002499	9/1/2002	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120350908	9/1/2002	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400003954	9/1/2002	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400003986	9/1/2002	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	64SA103490	9/1/2002	9/1/2008	Local Policy - South Africa	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CG021037	9/1/2002	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1359	9/1/2001	9/1/2003	Local Policy - Netherlands	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1360	9/1/2001	9/1/2003	Local Policy - Netherlands	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013792	9/1/2001	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013793	9/1/2001	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080014959	9/1/2001	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086002013	9/1/2001	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120350652	9/1/2001	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400003358	9/1/2001	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900001207	9/1/2001	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010101487C	9/1/2001	-	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CG011030	9/1/2001	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	ICM58918	9/1/2001	9/1/2003	Local Policy - Western Sahara, Ireland	ACE USA Companies

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Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp. and/or subsid/aff.	M1UK0012NO	9/1/2001	9/1/2008	Local Policy - Norway	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013772	9/1/2000	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013778	9/1/2000	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	060000006	9/1/2000	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080014400	9/1/2000	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086001615	9/1/2000	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120350401	9/1/2000	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400002958	9/1/2000	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1352A	9/1/2000	-	Local Policy - Netherlands	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43GW550208	9/1/2000	9/1/2001	Local Policy - Czech Republic	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CG000062	9/1/2000	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	60SW1286	1/1/2000	9/1/2003	Local Policy - Switzerland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010107125C	12/31/1999	9/1/2003	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	AUZ0301116	12/31/1999	-	Local Policy - Switzerland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	I326662	11/18/1999	-	Local Policy - Thailand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	I326663	11/18/1999	-	Local Policy - Thailand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1352	9/1/1999	9/1/2000	Local Policy - Netherlands	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212281	9/1/1999	9/1/2008	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013737	9/1/1999	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080013368	9/1/1999	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086000925	9/1/1999	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	089999999	9/1/1999	9/1/2002	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120350086	9/1/1999	-	Local Policy - Ecuador	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400002248	9/1/1999	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6020100176	9/1/1999	9/1/2002	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	7050100989	9/1/1999	9/1/2004	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	8030106696	9/1/1999	9/1/2001	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	8030106699	9/1/1999	9/1/2002	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	60GE869906	9/1/1999	-	Local Policy - Germany	ACE USA Companies
General Motors Corp. and/or subsid/aff.	60SW9900	9/1/1999	9/1/2007	Local Policy - Switzerland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	72S30005	9/1/1999	9/1/2005	Local Policy - Sweden	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80301R6699	9/1/1999	9/1/2005	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80323148D	9/1/1999	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80323149D	9/1/1999	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80411067D	9/1/1999	9/1/2003	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	AAUT391044	9/1/1999	9/1/2008	Local Policy - New Zealand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	BD4MN63182	9/1/1999	9/1/2008	Local Policy - Spain	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CG990050	9/1/1999	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	DUM8024041	9/1/1999	9/1/2003	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	DUM8024053	9/1/1999	-	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	DUM8024150	9/1/1999	-	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	HAP0572886	9/1/1999	9/1/2002	Local Policy - Hong Kong	ACE USA Companies
General Motors Corp. and/or subsid/aff.	WGEL60461G	9/1/1999	9/1/2002	Local Policy - New Zealand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	AWCO700083	7/1/1999	-	Local Policy - New Zealand	ACE USA Companies

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Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp. and/or subsid/aff.	6212278	5/28/1999	9/1/2003	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212279	5/28/1999	9/1/2003	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212280	5/28/1999	9/1/2003	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	10000025	5/28/1999	9/1/2003	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	60101917	10/1/1998	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	70550843	10/1/1998	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80323164	10/1/1998	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80411084	10/1/1998	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013721	9/1/1998	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	60101866	9/1/1998	9/1/2003	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	70550789	9/1/1998	9/1/2003	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080012886	9/1/1998	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080012933	9/1/1998	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80323148	9/1/1998	9/1/2003	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80323149	9/1/1998	9/1/2003	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80411067	9/1/1998	9/1/2003	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086000613	9/1/1998	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400001421	9/1/1998	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400001507	9/1/1998	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400001947	9/1/1998	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400001950	9/1/1998	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400002012	9/1/1998	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000996	9/1/1998	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000998	9/1/1998	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	02CL440164	9/1/1998	-	Local Policy - Australia - General	ACE USA Companies
General Motors Corp. and/or subsid/aff.	02CL440165	9/1/1998	9/1/2003	Local Policy - Australia - General	ACE USA Companies
General Motors Corp. and/or subsid/aff.	2CN-881493	9/1/1998	-	Local Policy - Malaysia	ACE USA Companies
				Local Policy - Canada - British Columbia Manitoba New Brunswick Ontario Quebec Saskatchewan	
General Motors Corp. and/or subsid/aff.	CAC312501	9/1/1998	9/1/2003		ACE USA Companies
General Motors Corp. and/or subsid/aff.	CG980080	9/1/1998	-	Local Policy - Korea - Republic of	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CGL0000050	9/1/1998	9/1/2003	Local Policy - Thailand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CGLA95143A	9/1/1998	9/1/2003	Local Policy - Philippines	ACE USA Companies
General Motors Corp. and/or subsid/aff.	CWC0000054	9/1/1998	-	Local Policy - Thailand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	WAUT604716	9/1/1998	-	Local Policy - New Zealand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	WGEL604616	9/1/1998	9/1/2003	Local Policy - New Zealand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	HAP0571760	8/31/1998	8/31/2002	Local Policy - Hong Kong	ACE USA Companies
General Motors Corp. and/or subsid/aff.	HCL0571762	8/31/1998	8/31/2003	Local Policy - Hong Kong	ACE USA Companies
General Motors Corp. and/or subsid/aff.	HCW0571761	8/31/1998	9/1/2003	Local Policy - Hong Kong	ACE USA Companies

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Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp. and/or subsid/aff.	0005020183	7/1/1998	7/1/2007	Local Policy - Luxembourg	ACE USA Companies
General Motors Corp. and/or subsid/aff.	8030106655	5/16/1998	-	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0008024166	4/20/1998	-	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0008024151	1/1/1998	9/1/1999	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212259	9/1/1997	9/1/1998	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0007004266	9/1/1997	-	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0007004323	9/1/1997	9/1/1998	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0008024148	9/1/1997	9/1/1998	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0008024150	9/1/1997	9/1/2000	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013703	9/1/1997	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013704	9/1/1997	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080012414	9/1/1997	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	086000358	9/1/1997	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400001105	9/1/1997	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400001155	9/1/1997	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000893	9/1/1997	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000895	9/1/1997	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	2201270876	9/1/1997	9/1/2000	Local Policy - Denmark	ACE USA Companies
General Motors Corp. and/or subsid/aff.	2201290879	9/1/1997	9/1/2008	Local Policy - Denmark	ACE USA Companies
General Motors Corp. and/or subsid/aff.	02CL440199	9/1/1997	9/1/2003	Local Policy - Australia - General	ACE USA Companies
General Motors Corp. and/or subsid/aff.	22S0410934	9/1/1997	9/1/2008	Local Policy - Finland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	22S0830971	9/1/1997	9/1/2000	Local Policy - Finland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43AU350299	9/1/1997	9/1/1998	Local Policy - Austria	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43AU350301	9/1/1997	9/1/2000	Local Policy - Austria	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43AU350304	9/1/1997	9/1/2000	Local Policy - Austria	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43AU350391	9/1/1997	9/1/2002	Local Policy - Hungary	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43AU350398	9/1/1997	9/1/2002	Local Policy - Czechoslovakia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43SW0941	9/1/1997	9/1/2002	Local Policy - Switzerland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	44NY20057	9/1/1997	9/1/2000	Local Policy - Norway	ACE USA Companies
General Motors Corp. and/or subsid/aff.	44NY20058	9/1/1997	9/1/2008	Local Policy - Norway	ACE USA Companies
General Motors Corp. and/or subsid/aff.	44SA101000	9/1/1997	-	Local Policy - South Africa	ACE USA Companies
General Motors Corp. and/or subsid/aff.	72S0110001	9/1/1997	9/1/1998	Local Policy - Sweden	ACE USA Companies
				Local Policy - Canada - British Columbia Manitoba New Brunswick Ontario Quebec	
General Motors Corp. and/or subsid/aff.	CGL034351	9/1/1997	9/1/2002	Saskatchewan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	JCL0500383	9/1/1997	9/1/2008	Local Policy - Taiwan	ACE USA Companies
General Motors Corp. and/or subsid/aff.	PORT133	9/1/1997	9/1/2003	Local Policy - Portugal	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1327	4/1/1997	9/1/1999	Local Policy - Netherlands	ACE USA Companies

## EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp. and/or subsid/aff.	43GE800032	1/1/1997	-	Local Policy - Russia (Russian Federation)	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010102558C	12/30/1996	12/30/2002	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013673	9/1/1996	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013674	9/1/1996	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080012229	9/1/1996	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080012393	9/1/1996	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	86000161	9/1/1996	-	Local Policy - Chile	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400000830	9/1/1996	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400000831	9/1/1996	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000840	9/1/1996	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000841	9/1/1996	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000842	9/1/1996	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	7050100827	9/1/1996	9/1/1997	Local Policy - Indonesia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010600419S	12/31/1995	8/31/1996	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0008024053	9/1/1995	9/1/2001	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	040013662	9/1/1995	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	049999999	9/1/1995	9/1/2002	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080011978	9/1/1995	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	120000591	9/1/1995	9/1/2003	Local Policy - Columbia	ACE USA Companies
General Motors Corp. and/or subsid/aff.	160004085	9/1/1995	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	160004099	9/1/1995	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400000554	9/1/1995	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000682	9/1/1995	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000683	9/1/1995	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000684	9/1/1995	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000685	9/1/1995	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000686	9/1/1995	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	WAUT604715	9/1/1995	-	Local Policy - New Zealand	ACE USA Companies
General Motors Corp. and/or subsid/aff.	02CL440162	9/1/1995	-	Local Policy - Australia - General	ACE USA Companies
General Motors Corp. and/or subsid/aff.	60GE860059	6/14/1995	-	Local Policy - Germany	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010600319S	5/30/1995	2/26/1996	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	53GE756617	1/1/1995	1/1/1997	Local Policy - Germany	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212229	9/1/1994	9/1/1997	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0007004252	9/1/1994	9/1/1998	Local Policy - Luxembourg	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0007004253	9/1/1994	-	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	080011750	9/1/1994	-	Local Policy - Argentina	ACE USA Companies
General Motors Corp. and/or subsid/aff.	400000361	9/1/1994	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000575	9/1/1994	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	900000576	9/1/1994	-	Local Policy - Mexico	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010100075C	9/1/1994	-	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010100077C	9/1/1994	-	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010101488C	9/1/1994	9/1/2001	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010101489C	9/1/1994	9/1/1995	Local Policy - Italy	ACE USA Companies



## EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
General Motors Corp. and/or subsid/aff.	010101490C	9/1/1994	9/1/1998	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010101491C	9/1/1994	9/1/1995	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010101492C	9/1/1994	9/1/1998	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43AU350298	9/1/1994	9/1/2004	Local Policy - Austria	ACE USA Companies
General Motors Corp. and/or subsid/aff.	ICM55150	9/1/1994	9/1/2008	Local Policy - Ireland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43GE550202	1/1/1994	1/1/2005	Local Policy - Germany	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1326	9/1/1993	9/1/1999	Local Policy - Netherlands	ACE USA Companies
General Motors Corp. and/or subsid/aff.	5323586	9/1/1993	9/1/1995	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	5323587	9/1/1993	9/1/2000	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	5323596	9/1/1993	9/1/1998	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	5323646	9/1/1993	9/1/1997	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212244	9/1/1993	9/1/2003	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	010100074C	9/1/1993	-	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0592603C	9/1/1993	-	Local Policy - Italy	ACE USA Companies
General Motors Corp. and/or subsid/aff.	22S0400933	4/1/1993	9/1/2008	Local Policy - Germany, Italy, Sweden	ACE USA Companies
General Motors Corp. and/or subsid/aff.	22S0560937	4/1/1993	9/1/1995	Local Policy - Sweden	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43SW0940	1/1/1993	9/1/2003	Local Policy - France, Switzerland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	5323585	9/1/1992	9/1/1997	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0007004251	9/1/1992	9/1/2003	Local Policy - Belgium	ACE USA Companies
General Motors Corp. and/or subsid/aff.	0008024041	9/1/1992	9/1/2003	Local Policy - Belgium, France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	80323074	9/1/1992	-	Local Policy - Singapore	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1002100021	9/1/1992	9/1/2003	Local Policy - Spain	ACE USA Companies
General Motors Corp. and/or subsid/aff.	1301100755	9/1/1992	9/1/2003	Local Policy - Spain	ACE USA Companies
General Motors Corp. and/or subsid/aff.	43GE550192	9/1/1992	1/1/2001	Local Policy - Germany	ACE USA Companies
General Motors Corp. and/or subsid/aff.	60GE860051	9/1/1992	1/1/2001	Local Policy - Germany	ACE USA Companies
General Motors Corp. and/or subsid/aff.	IEL55148	9/1/1992	9/1/2008	Local Policy - Ireland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	ITP55149	9/1/1992	9/1/2004	Local Policy - Ireland	ACE USA Companies
General Motors Corp. and/or subsid/aff.	5137008	1/1/1992	-	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212230	1/1/1992	9/1/1997	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212231	1/1/1992	9/1/1995	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212232	1/1/1992	9/1/2002	Local Policy - France	ACE USA Companies
General Motors Corp. and/or subsid/aff.	6212233	1/1/1992	9/1/1995	Local Policy - France	ACE USA Companies
SATURN LIMITED PARTNERS	D30109818	5/5/1993	5/5/1994	Commercial Package	ACE American Insurance Company
SATURN OF BRA	IMA429618	9/29/1997	9/29/1998	Financial Cap Program	ACE American Insurance Company
SATURN OF DAD	FIG000110	11/12/1996	5/30/2000	Financial Cap Program	ACE American Insurance Company
Saturn of Har	FIG030069	7/1/1998	1/1/2001	GAP-FINANCIAL SERVICES - GAP COVERAGE	ACE American Insurance Company
SATURN OF ORA	FIG040063	11/30/1997	6/30/2000	Financial Cap Program	ACE American Insurance Company
SATURN OF ORA	FIG000183	5/1/1997	6/1/2000	Financial Cap Program	ACE American Insurance Company
SATURN OF PAD	FIG040043	11/30/1997	6/30/2000	Financial Cap Program	ACE American Insurance Company
SATURN OF REG	FIG040064	11/30/1997	6/30/2000	Financial Cap Program	ACE American Insurance Company
SATURN OF THE	FIG040065	11/30/1997	6/30/2000	Financial Cap Program	ACE American Insurance Company

## EXHIBIT A

Insd Name	Policy Number	Eff Date	Exp Date	Policy Description	Insurer
SATURN OF THE SATURN OF AVN	FIG000185	4/1/1997	5/30/2000	Financial Cap Program	ACE American Insurance Company
SATURN OF WES	FIG040042	11/30/1997	6/30/2000	Financial Cap Program	ACE American Insurance Company
SATURN OF WES SATURN W DADE	FIG000109	12/12/1996	5/30/2000	Financial Cap Program	ACE American Insurance Company
SATURN OF WIC	SS2106402	9/25/1996	9/25/1997	-	ACE American Insurance Company
SATURN RD CH	AET037490	9/1/1987	9/1/1989	-	ACE American Insurance Company
SATURN RD CH	AET237489	9/1/1987	9/1/1989	-	ACE American Insurance Company
SATURN REGENC	FIG000184	6/1/1997	6/30/2000	Financial Cap Program	ACE American Insurance Company
SATURN ROAD C	PHF012394	9/10/1989	9/10/1998	Home Foreign Advantage	ACE American Insurance Company
SATURN ROSEVI	FIG060135	9/1/1997	3/1/2000	Financial Cap Program	ACE American Insurance Company

EXHIBIT B

**ACE AGREEMENTS**

<b>DESCRIPTION</b>	<b>PARTIES</b>	<b>EFFECTIVE DATE</b>	<b>RELATED TO POLICIES</b>
Security Agreement	General Motors Corp.& ACE American Insurance Co.	4/28/09	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
Security Agreement	General Motors Corp.& ACE American Insurance Co.	9/1/08	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
Security Agreement	General Motors Corp.& ACE American Insurance Co.	9/1/06	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
ACE Global Underwriters Foreign Casualty Cash Flow Binder	General Motors Corp. & ACE USA Companies	9/1/08	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
ACE Global Underwriters Foreign Casualty Cash Flow	General Motors Corp. & ACE USA	9/1/07	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies

EXHIBIT B

Binder	Companies		including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
ACE USA International Casualty Cash Flow Binder	General Motors Corp. & ACE USA Companies	9/1/06	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
ACE USA International Casualty Cash Flow Binder	General Motors Corp. & ACE USA Companies	9/1/05	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
ACE International Casualty Binder of Insurance	General Motors Corp. & ACE American Insurance Co.	9/1/04	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
ACE USA Global Solutions Casualty Binder	General Motors Corp. & ACE American Insurance Co.	9/1/03	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
ACE Global Underwriters Solutions Casualty Binder	General Motors Corp. & ACE American Insurance Co.	9/1/02	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom

EXHIBIT B

GM Foreign Liability Program 2002 Model Year Binder	General Motors Corp. & ACE USA Companies	9/1/01	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
GM Foreign Liability Program 2001 Model Year Binder	General Motors Corp. & ACE USA Companies	9/1/00	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
GM Foreign Liability Program 2000 Model Year Binder	General Motors Corp. & ACE USA Companies	9/1/1999	Master Policies for the ACE Foreign Casualty Insurance Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
GM Foreign Liability Program 1999 Model Year Binder	General Motors Corp. & CIGNA Ins. Co.	9/1/1998	Master Policies for the CIGNA Foreign Liability Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
GM Foreign Liability Program 1998 Model Year Binder	General Motors Corp. & CIGNA Ins. Co.	9/1/1997	Master Policies for the CIGNA Foreign Liability Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
GM Foreign Liability Program 1997 Model Year Binder	General Motors Corp. & CIGNA Ins. Co.	9/1/1996	Master Policies for the CIGNA Foreign Liability Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom

EXHIBIT B

			Kingdom
GM Foreign Liability Program 1996 Model Year Binder	General Motors Corp. & CIGNA Ins. Co.	9/1/1995	Master Policies for the CIGNA Foreign Liability Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom
GM Foreign Liability Program 1997 Model Year Binder	General Motors Corp. & CIGNA Ins. Co.	9/1/1994	Master Policies for the CIGNA Foreign Liability Program and Local Policies including without limitation Employer Liability Policies issued for GM's operations in the United Kingdom

**ACE RESERVES THE RIGHT TO SUPPLEMENT THIS EXHIBIT**

DETROIT.4095046.1

**EXHIBIT C**

**DEFAULTS UNDER THE ACE POLICIES AND AGREEMENTS**

<b>POLICY</b>	<b>AMOUNT CURE</b>	<b>OF</b>	<b>COMMENT</b>
Master Policies for the Foreign Casualty Program, including CSZ0302514	\$184,984		Invoiced to AON by invoice dated 5/19/09 for premium taxes. Payment was due upon receipt
<b>TOTAL DUE</b>	<b>\$184,984</b>		

**CURE AMOUNTS ARE OWING ONLY TO THE EXTENT NOT ALREADY PAID IN THE ORDINARY COURSE OF BUSINESS BY GM OR OTHERWISE.**

**ACE RESERVES THE RIGHT TO SUPPLEMENT THIS TABLE AS ADDITIONAL INFORMATION BECOMES AVAILABLE**

DETROIT.4081357.1  
DETROIT.4095049.1

**EXHIBIT D**



## ASSIGNMENT OF LIABILITIES ENDORSEMENT

Named Insured <b>General Motors Corporation</b>			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**This endorsement modifies insurance provided under the following:**

**FILL IN NAME OF THE COVERAGE PART OR POLICIES BEING AMENDED**

### DEFINITIONS

1. For purposes of this Endorsement, the term “MSPA” shall mean the June 26, 2009 Amended and Restated Master Sale and Purchase Agreement that was approved by the July 5, 2009 Order [D.I. 2968] of the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) in the bankruptcy cases of Motors Liquidation Corporation (formerly known as General Motors Corporation) *et al.*, which cases are docketed in the Bankruptcy Court at Case Nos. 09-50026; 09-50027; 09-50028; and 09-13558.

2. For purposes of this Endorsement, the term “Assumption and Assignment Agreement” shall mean the March \_\_, 2010 Stipulation and Agreed Order between the Debtors, General Motors LLC, and ACE American Insurance Company Providing for Assumption and Assignment of Certain Insurance Policies and Agreements between Motors Liquidation Company (formerly known as General Motors Corporation), MLCS, LLC (formerly known as Saturn, LLC), MLCS Distribution Corporation (formerly known as Saturn Distribution Corporation), and MLC of Harlem, Inc. (formerly known as Chevrolet-Saturn of Harlem, Inc.) (collectively, the “Debtors” or the “Debtors/Assignors”); General Motors LLC (the “Assignee”);

and ACE American Insurance Company, on behalf of itself and its affiliated insurers and reinsurers (collectively “ACE”).

3. For the purposes of this Endorsement, the term “Obligations” shall have the meaning stated in the Assumption and Assignment Agreement.

### **TERMS OF THE ENDORSEMENT**

1. Named and Additional Insured. Pursuant to the Assumption and Assignment Agreement, and at the request of the Debtors/Assignors, the parties hereto agree that in the event and to the extent that a Debtor/Assignor is currently a “first named insured,” “named insured,” an “additional insured,” or any other type of “insured” under this Policy, then the Assignee shall be, respectively, either a named or additional insured, as such Debtor/Assignor is shown in the Policy, effective on the Effective Date stated above.

2. Allocation of Coverage and Proceeds. As stated in the Assumption and Assignment Agreement, the Debtors/Assignors and the Assignee, with the consent of ACE, have allocated coverage and proceeds otherwise available under this Policy as follows:

a. Insofar as the Policy applies to the “Assumed Liabilities,” as that term is defined in § 2.3(a) of the MSPA or a liability of one of Assignee’s “Purchased Subsidiaries” as that term is defined in Article I of the MSPA, coverage and proceeds otherwise available under the Policy shall be available to the Assignee or such covered Purchased Subsidiaries.

b. Insofar as the Policy applies to the “Retained Liabilities,” as that term is defined in § 2.3(b) of the MSPA or a liability of one of the Assignor’s “Retained Subsidiaries” as that term is defined in Article I of the MSPA, coverage and proceeds otherwise available under the Policy shall be available to the Debtors/Assignors or such covered Retained Subsidiary.

c. Nothing in the Assumption and Assignment Agreement or in this Endorsement is intended to increase, expand, enhance, change, or otherwise alter the scope of

coverage under the Policy. Except as expressly set forth herein, all the terms and conditions of the Policy remain in full force and effect. ACE shall be under no obligation whatsoever to determine the applicability of the Policy, and/or the availability of coverage or proceeds thereunder, with respect to any underlying claim against the Assignors/Debtors, the Assignee, or both. Such issues shall be determined solely by and between the Assignors/Debtors and the Assignee, at their sole cost and expense. ACE shall in no event be responsible or liable for any allocation or alleged mis-allocation of coverage or proceeds.

3. Performance of Obligations. Performance of the Obligations of the insureds under the Policy shall be as set forth in the Assumption and Assignment Agreement.

4. Effect of Endorsement. Except as expressly set forth herein, nothing in this Endorsement shall in any way directly or indirectly waive, impair, expand, or otherwise modify in any respect the legal, equitable, or contractual rights and defenses of the parties to the Policy under applicable non-bankruptcy law. By way of example and not of limitation, nothing in this Endorsement shall directly or indirectly expand the scope of insurance coverage available under the Policy, increase the amount of proceeds available under the Policy, or increase the policy limits stated in the Policy. The rights and obligations of the parties under the Policy shall be determined by the Assumption and Assignment Agreement and the terms and conditions of the Policy and agreements, including any and all terms, conditions, limitations, exclusions, endorsements, and amendments thereof, which, except as modified by the Assumption and Assignment Agreement, all remain in full force and effect as before the commencement of the bankruptcy cases and under applicable non-bankruptcy law.

DETROIT.3822000.3

**EXHIBIT E**

## SECURITY AGREEMENT

THIS AGREEMENT, effective immediately upon the date of signing, by and between General Motors Corporation, a Delaware corporation, (hereinafter the "Insured") and ACE American Insurance Company, a Pennsylvania corporation, (hereinafter the "Company").

WHEREAS, the Insured desires that the Company issue and continue the insurance policy(ies) more specifically described below in this Agreement; and

WHEREAS, the Company is willing to issue such insurance policy(ies) only if the Insured provides collateral to the Company in accordance with the terms of this Agreement; and

WHEREAS, the Insured has provided and is willing to continue to provide collateral in the form of a letter of credit or as otherwise required by the Company, and a paid loss deposit fund in accordance with this Agreement, to secure its obligations under the policy(ies).

NOW THEREFORE, the Insured and the Company, intending to be legally bound, agree as follows:

I. Definitions.

A. "Affiliate" shall mean a person or entity that directly or indirectly through one or more intermediaries controls or is controlled by, or is under common control with, the person or entity specified.

B. "Affiliated or Non-Affiliated Company" shall mean affiliates of the Company and any insurer that is not affiliated with the Company that has issued to the Insured or its affiliates one or more Locally Admitted Policy upon the Company's or its Affiliate's prior written request.

C. "Locally Admitted Policies" shall mean any policy, binder, contract of insurance or other evidence of liability issued by any Affiliated or Non-Affiliated Company to the Insured or to any affiliate of the Insured that provides Employers' Liability coverage relating to the United Kingdom and is issued as part of the insurance program documented by a Master Policy.

D. "Master Policy" shall mean any policy, binder, contract of insurance or other evidence of liability issued by the Company to the Insured or to any affiliate of the Insured that provides insurance coverage outside of the continental United States and is listed on the respective Addenda hereto (including Addenda that may be added after the effective date of this Agreement).

E. "Policies" shall mean Master Policy(ies) and Locally Admitted Policy(ies) identified on the attached Addenda, including Addenda that may be added after the effective date of this Agreement.

II. The Insured hereby agrees that it shall provide to the Company and shall maintain and keep in force, a clean, unconditional, automatically renewable and irrevocable letter of credit (which letter of credit together with any supplemental, additional substitute or replacement letter or letters of credit are hereinafter referred to collectively as the "Letter of Credit" or "LOC") or, if the Company permits or requires, other collateral, in an amount determined by the Company and in a form acceptable to the Company issued by a bank or other financial institution acceptable to the Company (hereinafter the "Bank") to secure the payment by the Insured of all amounts the Insured is and will be obligated to pay pursuant to the provisions of the Policies and any extensions or renewals thereof, including, but not limited to, the following:

- A. amounts that the Insured is obligated to pay to the Company,
- B. amounts for which the Insured is obligated to reimburse the Company, and
- C. amounts that the Insured is obligated to pay to other parties, but which are paid by the Company,

(all of which amounts are hereinafter referred to as the "Insured's Obligations"). The Letter of Credit shall provide by its terms that it will be renewed automatically each year for an additional year unless written notice of non-renewal is sent by the financial institution at least sixty (60) days prior to the LOC's anniversary date.

III. The Insured will, not less than thirty (30) days prior to the termination or expiration of the Letter of Credit, deliver to the Company, c/o ACE American Insurance Company, Attention: Collateral Manager, 436 Walnut Street, Philadelphia, Pennsylvania 19106 a replacement Letter of Credit acceptable to the Company issued by the Bank, which will become effective immediately upon the termination or expiration of the prior Letter of Credit. The Company may require that the Insured adjust the amount of the Letter of Credit and any other collateral from time to time if the Company determines in its reasonable discretion that such adjustment is necessary as security for the Insured's Obligations. The Insured will provide any needed increases in the amount of the Letter of Credit or, if the Company permits or requires, any other collateral, within fifteen (15) days of the Company's request for any such additional required amount. The Insured will continue to provide the Company with the Letter of Credit issued by the Bank and other required or permitted collateral as security for the payment of the Insured's Obligations until the Company determines that there is no longer any need for such security. If there shall be a material deterioration in the financial condition of the bank or other financial institution which has issued the LOC such that the institution is no longer acceptable to the Company, or if such institution is put into receivership, or if required by applicable law, the Company shall have the right to require the Insured to replace the LOC or other collateral with a new LOC by a bank or other financial institution then acceptable to the Company, and the Insured shall upon the Company's request replace the Letter of Credit with a substitute Letter of Credit issued by the Bank as payment of the Insured's Obligations. The Insured recognizes that the Company may

continue to require the Letter of Credit issued by the Bank and any other required or permitted collateral as security for the payment of the Insured's Obligations after any cancellation, nonrenewal or replacement of the Policy.

IV. If the Insured fails to provide the Company with a replacement LOC or other required or permitted collateral, or fails to provide the Company with any additional amount of such LOC required by the Company (and/or to provide any other collateral if requested or by the Company) within the time-frames set out in this Agreement, the Company will have the right to draw the full amount of the existing LOC and/or other collateral. The Company has the right to draw against the Letter of Credit in each instance where the Insured's Obligations for any reason (including insolvency or bankruptcy of the Insured) are not fulfilled.

V. The amounts drawn by the Company under any letter of credit, and any interest thereon and proceeds thereof, shall be part of the collateral securing the Insured's Obligations. To further secure the Insured's Obligations, Insured hereby grants to the Company a continuing security interest in and lien on all of its right, title, and interest, if any, in amounts drawn by the Company under the LOC and all interest thereon and proceeds thereof.

The Insured hereby grants to the Company a security interest in and lien on any and all cash collateral held by the Company (the "Cash Collateral"). Cash Collateral includes any Paid Loss Deposit Fund, and any other cash provided by the Insured to secure the Obligations. The Company may hold the Cash Collateral as part of the collateral securing the Obligations in any account in the Company's name and with any financial institution as the Company determines in its sole discretion. The Company may commingle the Cash Collateral with the Company's own funds or the funds of other insureds.

The Company is authorized to use the Cash Collateral to pay any and all of the Insured's Obligations owing under this Agreement without further notice to, or demand of, the Insured.

The Company shall have no duty to invest the Cash Collateral and may hold the Cash Collateral in an interest bearing or non-interest bearing account as the Company determines in its sole discretion.

VI. Annually, the Insured will provide audited financial statements, interim financial statements, and any other financial information requested by the Company for the purpose of evaluating the financial condition of the Insured.

VII. The Insured has provided to the Company funds to establish and maintain a Paid Loss Deposit Fund (the "Fund"). The Company shall have the right at any time during the policy year to adjust the required level of the Fund (the "Adjusted Level") if the current Fund balance is insufficient to cover the average of the most recent three months of paid losses.

The Company shall maintain the Fund on behalf of the Insured and shall have the right to withdraw from the Fund the amount of the Insured's Obligations. The Company shall be the

only party entitled to make withdrawals from the Fund.

If at any time the balance in the Fund reaches the Adjusted Level, the Company shall notify the Insured in writing and not later than ten (10) days after receipt of such notice the Insured shall forward to the Company funds to be deposited in the Fund the amount required to bring the balance in the Fund up to the then required level (or the Adjusted Level).

If the Company becomes obligated to pay amounts representing the Insured's Obligations that exceed the balance in the Fund, the Insured shall, within thirty (30) days after receipt of a written demand by the Company, pay to the Company an amount equal to the difference between the balance in the Fund and the amount of such Insured's Obligations.

If the Insured fails to make a payment or deposit within the time required by this Agreement, the Company shall be entitled to draw on the Letter of Credit established pursuant to Article III of this Agreement to indemnify itself in the amount of the Insured's Obligations and shall have the right to increase the required level (or Adjusted Level) of the Fund by the amount of such unpaid payment or deposit.

Unless waived in writing by the Company, on each anniversary of this Agreement, the Company will recalculate the Adjusted Level of the Fund and, if higher than the current Adjusted Level, the Insured shall provide additional funds to the Company to secure the Insured's Obligations for all Policies, including but not limited to Policies issued for the renewed insurance program. The Company's recalculation will be based on the following formula:  $\frac{3}{12}$  of the expected paid losses that the Company estimates will be paid during the next twelve-month period, plus  $\frac{3}{12}$  of the actual paid losses during the last twelve month period. If the recalculated Adjusted Level is lower than the current Adjusted Level, then the Company shall return the overage to the Insured. As soon as practicable after all of the obligations and liabilities incurred by each party under this Agreement have been fully performed and discharged, the Company shall withdraw all amounts, if any, remaining in the Fund and pay such amounts in such Fund to the Insured. Such payment shall be made by wire transfer to a bank account designated by the Insured.

VIII. Nothing in this Agreement will constitute a waiver of any other rights the Company may have in each instance where the Insured's Obligations for any reason (including insolvency or bankruptcy of the Insured) are not fulfilled. Upon the fulfillment of the Insured's Obligations, the Company shall return to the issuing Bank the excess, if any, of the funds drawn under the Letter of Credit over the Insured's Obligations.

IX. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

X. No amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties hereto.



XI This Agreement may be signed in counterparts, all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, this Agreement, effective on the date first mentioned above, has been executed by the parties hereto.

GENERAL MOTORS CORPORATION

ACE AMERICAN INSURANCE COMPANY

By *[Signature]*

By \_\_\_\_\_

Name: Alan G. Gier

Name: Louis J. Butler

Title: Director Global Risk Finance & Insurance

Title: Attorney-In-Fact

Date: 4-28-09

Date: \_\_\_\_\_

*Ginger A. Smith*   
GINGER A. SMITH  
NOTARY PUBLIC - MICHIGAN  
WAYNE COUNTY  
MY COMMISSION EXPIRES JUNE 12, 2011

Addendum No 1

To

Security Agreement  
Effective September 1, 2006

Policy	Policy Period	Issuing Company
Master Policy No. CSZ0302514 and all Locally Admitted Policies and any extension, renewal, amendment or endorsement of any such Master and Locally Admitted Policies	September 1, 2006 through September 1, 2007, September 1, 2007 through September 1, 2008, and September 1, 2008 through September 1, 2009, and any extension or renewal thereof	ACE American Insurance Company and Affiliated and Non-Affiliated Companies

Addendum No 2

To

Security Agreement  
Effective September 1, 2008

<u>Required Amount of Letter of Credit</u>	<u>Collateral on hand</u>	<u>Additional Letter of Credit Required</u>
\$20,074,166	\$19,660,200	\$413,966*

<u>Required Amount of Paid Loss Deposit Fund</u>	<u>Paid Loss Deposit Fund on hand</u>	<u>Additional Paid Loss Deposit Fund Required</u>
\$800,000	\$800,000	NIL

\* Additional \$413,966 LOC received on January 28, 2009.