

**PRESENTMENT DATE AND TIME: June 6, 2016 at 5:00 p.m. (Eastern Time)**  
**OBJECTION DEADLINE: June 3, 2016 at 4:00 p.m. (Eastern Time)**

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

In re:	:	Chapter 11 Case
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	Case No. 09-50026 (MG)
Debtors.	:	(Jointly Administered)
MOTORS LIQUIDATION COMPANY AVOIDANCE ACTION TRUST, by and through the Wilmington Trust Company, solely in its capacity as Trust Administrator and Trustee,	:	Adversary Proceeding
Plaintiff,	:	Case No. 09-00504 (MG)
vs.	:	
JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent for Various lenders party to the Term Loan Agreement described herein, <i>et al.</i> ,	:	
Defendants.	:	

**NOTICE OF PRESENTMENT OF ORDER  
PURSUANT TO FEDERAL RULE OF EVIDENCE 502(d)**

**PLEASE TAKE NOTICE** that Plaintiff Motors Liquidation Company Avoidance Action Trust (“AAT”), Defendant JPMorgan Chase Bank, N.A. (“JPMCB”), and non-party Weil Gotshal & Manges LLP (“Weil”), by and through undersigned counsel, will jointly present the attached Stipulation and [Proposed] Order Pursuant to Federal Rule of Evidence 502(d) (the “Proposed Order”) pursuant to which Weil will produce documents in response to subpoenas served by AAT and JPMCB respectively in the above captioned adversary proceeding to the

Honorable Martin Glenn, United States Bankruptcy Judge, for signature on **June 6, 2016 at 5:00 p.m. (Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that, objections, if any, to the Proposed Order must be made in writing and received in the Bankruptcy Judge's chambers and by all of the undersigned counsel no later than **June 3, 2016 at 4:00 p.m. (Eastern Time)**. Unless objections are received by that time, the Proposed Order may be signed.

Dated: New York, New York  
May 25, 2016

BINDER & SCHWARTZ LLP

By:           /s/ Eric B. Fisher          

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Defendant JPMorgan Chase Bank, N.A.*

WEIL, GOTSHAL & MANGES LLP

By:           /s/ Ronit J. Berkovich          

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

In re:	:	Chapter 11 Case
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	Case No. 09-50026 (MG)
Debtors.	:	(Jointly Administered)
:		
MOTORS LIQUIDATION COMPANY AVOIDANCE ACTION TRUST, by and through the Wilmington Trust Company, solely in its capacity as Trust Administrator and Trustee,	:	Adversary Proceeding
Plaintiff,	:	Case No. 09-00504 (MG)
vs.	:	
JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent for Various lenders party to the Term Loan Agreement described herein, <i>et al.</i> ,	:	
Defendants.	:	

**STIPULATION AND [PROPOSED] ORDER  
PURSUANT TO FEDERAL RULE OF EVIDENCE 502(d)**

WHEREAS, Plaintiff Motors Liquidation Company Avoidance Action Trust (“**Plaintiff**”) and Defendant JPMorgan Chase Bank, N.A. (“**JPMorgan**”) each served a subpoena for documents upon non-party Weil Gotshal & Manges LLP (“**Weil**”) on July 14, 2015 and June 29, 2015, respectively (collectively, the “**Subpoenas**”);

WHEREAS, the parties have conferred between and among themselves regarding potential privilege issues raised by the Subpoenas, and have agreed to the following protective order provisions, subject to the Court’s approval of the terms herein;

**IT IS HEREBY STIPULATED AND ORDERED:**

1. Within five (5) business days of entry of this Order, Weil shall produce one copy of (i) all emails (with their families, as applicable) for which the custodians and search terms identified in Exhibit 1 attached hereto produce hits and (ii) all documents located in boxes that have been identified by Weil as having (a) belonged to Ram Burshtine, Thomas Feeney, Scott Forchheimer and Soo Jin Shim and related to Weil's representation of the Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor") and (b) been stored in Weil's records under Weil's client matter numbers 72240.0606 or 72240.0633 pertaining to Weil's representation of the Debtor, as they exist in their current form (collectively, the "**Requested Documents**") to each of the undersigned counsel for Plaintiff and JPMorgan (collectively, the "**Receiving Parties**") without the necessity (but Weil shall retain the right) to review each (or any) of the Requested Documents prior to such production; *provided that* nothing in this Order shall require disclosure of documents which are unrelated to Weil's representation of the Debtor or protected by any applicable privilege.

2. The Receiving Parties shall make the Requested Documents available to the other parties in the above-captioned action in accordance with the Court's Supplemental Case Management Order # 1 entered on April 15, 2016 (Dkt. No. 481). All other parties to this action shall be bound by the terms of this Order.

3. To the extent that Weil withholds production of any of the Requested Documents on the basis of any applicable privilege, including but not limited to the work product doctrine, Weil must provide the Receiving Parties with a privilege log for the documents withheld within thirty (30) days of the entry of this Order.

4. To facilitate the prompt and efficient production of the Requested Documents, Weil and the Receiving Parties hereby stipulate and agree that all Requested Documents

produced pursuant to this Order shall be subject to the Amended Agreed Protective Order entered April 18, 2016 (Dkt. No. 489) that governs this action, and shall thereunder be designated "CONFIDENTIAL." Any objections to the designation of confidentiality as to the Requested Documents shall be governed by the Amended Agreed Protective Order.

5. At any time, in connection with the production that had been made of any of the Requested Documents in accordance with this Order, if Weil determines in good faith that a document is unrelated to Weil's representation of the Debtor, it may give notice of inadvertent production of that document or documents by providing written notice (the "**Weil Notice**") to the Receiving Parties and request the destruction or return of such documents. The Weil Notice must set forth in detail and explain the good faith basis for its assertion of the notice. The Receiving Parties shall give notice of the Weil Notice to the other parties in the above-captioned action in accordance with the Court's Supplemental Case Management Order # 1 entered April 15, 2016 (Dkt. No. 481). Any document, including all copies thereof, as to which notice of inadvertent production is given, shall be promptly returned to Weil or destroyed by each Receiving Party and all other parties to the action within ten (10) business days of receipt of the Weil Notice regardless of whether such party agrees that the documents subject to the Weil Notice are unrelated to Weil's representation of the Debtor. Requested Documents that have been received electronically and that cannot be returned must be electronically deleted and deleted from "trash" files, and the parties must take reasonable measures to ensure that unauthorized persons do not have access to Requested Documents resident on the party's computer server and back-up media. If a party chooses to destroy or delete, rather than return, Requested Documents that are subject to the Weil Notice, it shall provide written notice of such destruction or deletion to Weil within ten (10) business days of receipt of the Weil Notice.

6. If a Receiving Party or any other party to this action disputes the Weil Notice, resolution of the dispute shall be governed by the Court's Supplemental Case Management Order # 2 entered April 15, 2016 (Dkt. No. 482). During the pendency of any dispute concerning the Weil Notice, all documents that are the subject of the Weil Notice shall be retained by Weil until the Court enters an order, ruling otherwise, or until the parties otherwise agree.

7. Any Receiving Party or other party to this action shall immediately return or destroy any Requested Document produced (including any copies thereof) upon that party's determination (of which such party shall promptly notify all other parties and Weil), that the document does not relate to Weil's representation of the Debtor. Upon receipt of such notification, all other parties must immediately return, delete, or destroy any document, including all copies thereof, constituting or containing information as to which notice of inadvertent production was given within ten (10) business days of such notification regardless of whether the other party agrees with the designation of the documents as unrelated to Weil's representation of the Debtor. Upon receipt of such notification, Requested Documents that have been received electronically and that cannot be returned, must be electronically deleted and deleted from "trash" files, and the party must take reasonable measures to ensure that unauthorized persons do not have access to Requested Documents resident on the party's computer server and back-up media. If a party chooses to destroy or delete, rather than return, Requested Documents that are subject to its notice to Weil, it shall provide written notice of such destruction or deletion to Weil within ten (10) business days of its notice.

8. At any time, in connection with the production that had been made of any of the Requested Documents in accordance with this Order, if Weil determines in good faith that a document should have been withheld on the basis of any applicable privilege, it may object to

the production of that document by providing written notice (the “**Weil Privilege Notice**”) to the Receiving Parties and request the destruction or return of such documents. The Weil Privilege Notice must set forth in detail and explain the good faith basis for its assertion of the notice. The Receiving Parties shall give notice of the Weil Privilege Notice to the other parties in the above-captioned action in accordance with the Court’s Supplemental Case Management Order # 1 entered April 15, 2016 (Dkt. No. 481). If a Receiving Party or any other party to this action disputes the Weil Privilege Notice, resolution of the dispute shall be governed by the Court’s Supplemental Case Management Order # 2 entered April 15, 2016 (Dkt. No. 482). During the pendency of any dispute concerning the Weil Privilege Notice, all documents that are the subject of the Weil Privilege Notice shall be deemed and treated as privileged and shall not be further disclosed, disseminated, or used for any purpose by any party until the Court enters an order, ruling otherwise, or until the parties otherwise agree.

9. Nothing in this Order limits the rights of any person or entity with standing to petition the Court for an *in camera* review of the documents that are the subject of a Weil Notice or a Weil Privilege Notice.

10. Pursuant to Federal Rule of Evidence 502(d), the production of Requested Documents by Weil shall not, in this case nor in any other federal or state court action or other proceeding, constitute a waiver by or that may be asserted against any holder of any privilege (including but not limited to the attorney client privilege or the work product doctrine) applicable to any of the Requested Documents. For the avoidance of doubt, neither of the Plaintiff, the Motors Liquidation Company GUC Trust, or General Motors Company, nor any other party, nor any client of Weil shall be deemed to have waived any privilege it may hold solely by virtue of Weil complying with this Order. Further, Weil shall not be subject to any liability to any person



or entity, including but not limited to the persons and entities referenced herein, for any reason, including but not limited to waiver or breach of any applicable privilege or ethical/professional/fiduciary or other confidentiality obligation or duty, as a result of Weil producing the Requested Documents pursuant and subject to this Order.

11. If any Receiving Party or any other party to the above-captioned action receives a subpoena or a discovery request or other process in another action or proceeding seeking production of any of the Requested Documents (collectively, a “**Non-MLC Subpoena**”), then such party shall give written notice, enclosing a copy of the Non-MLC Subpoena, by hand or overnight delivery to Weil promptly, but in any event, within five (5) business days after receipt of the Non-MLC Subpoena which identifies the Requested Documents sought. Upon receipt of such notice, Weil shall have five (5) business days to object in writing to the production of the Requested Documents sought by the Non-MLC Subpoena. Upon receipt of such notification, Weil and the party receiving the Non-MLC Subpoena shall meet and confer to resolve issues arising from Weil’s objection to the production of the Requested Documents sought by the Non-MLC Subpoena. Except as ordered otherwise by a court of competent jurisdiction, the party receiving the Non-MLC Subpoena shall refrain from producing any Requested Documents in response to the Non-MLC Subpoena until the earlier of (i) receipt of written notice from Weil that it does not object to production of the designated Requested Documents; (ii) resolution of any timely objection asserted by Weil, either by agreement or by order of a court with jurisdiction to hear the objection of Weil; or (iii) failure by Weil to give timely written notice objecting to the production of the Requested Documents. The burden of opposing the enforcement of the Non-MLC Subpoena shall fall solely upon Weil. Nothing herein shall be construed as requiring Weil or anyone else covered by this Order to challenge or appeal any

order directing production of the Requested Documents covered by this Order, or to subject himself or itself to any penalties for non-compliance with any legal process or order, or to seek any relief from this Court. In the event Requested Documents are produced to a non-party, the parties to this Order shall continue to treat such Requested Documents in accordance with the terms of the Amended Agreed Upon Protective Order (Dkt. No. 489).

12. All notices to Weil hereunder shall be addressed to both counsel in the signature block below.

13. The Court shall retain exclusive jurisdiction over the subject matter of this Order, including, but not limited to, the implementation, interpretation and enforcement of its terms and conditions.

Dated: New York, New York  
May 25, 2016

BINDER & SCHWARTZ LLP

By:           /s/ Eric B. Fisher          

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Avoidance Action Trust*

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Joseph H. Smolinsky

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New York, New York 10153

Tel: (212) 310-8000

**SO ORDERED:**

Dated: New York, New York  
\_\_\_\_\_, 2016

\_\_\_\_\_  
HONORABLE MARTIN GLENN  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

**- Date range for e-mail searches:**

8/1/08-12/31/09 (unless otherwise noted below)

**- Weil Custodians for e-mail searches:**

Ronit Berkovich, Esq.
Ram Burshtine, Esq.
Thomas E. Feeney, Esq.
Justin Forlenza, Esq.
Richard Ginsburg, Esq.
Stephen Karotkin, Esq.
David Lefkowitz, Esq.
Caroline Ling, Esq.
Harvey Miller, Esq.
Jeff Morneau, Esq.
Soo-Jin Shim, Esq.
Douglas Urquhart, Esq.

**- Search Terms run on the e-mails of the above referenced custodians:**

(GM.com **OR** “general motors” **OR** motors **OR** GM **OR** Saturn)

**AND**

- Treasury.gov (date range for this term limited to 5/1/09 through 9/1/09)

- cwt.com **AND** (DIP **OR** “debtor-in-possession” **OR** “DIP Credit Facility” **OR** “Debtors in possession” **OR** “debtors-in-possession” **OR** “debtor in possession”) **AND** (“Term Loan” **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09)

- Mintz **AND** (DIP **OR** “debtor-in-possession” **OR** “DIP Credit Facility” **OR** “Debtors in possession” **OR** “debtors-in-possession” **OR** “debtor in possession”) **AND** (“Term Loan” **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09)

- Rothschild **AND** (DIP **OR** “debtor-in-possession” **OR** “DIP Credit Facility” **OR** “Debtors in possession” **OR** “debtors-in-possession” **OR** “debtor in possession”) **AND** (“Term Loan” **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09)

- Us.rothschild.com **AND** (DIP **OR** “debtor-in-possession” **OR** “DIP Credit Facility” **OR** “Debtors in possession” **OR** “debtors-in-possession” **OR** “debtor in possession”) **AND** (“Term Loan” **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09)

- "Boston Consulting" (date range for this term limited to 5/1/09 through 9/1/09)
- bcg.com (date range for this term limited to 5/1/09 through 9/1/09)
- Treasury **AND** (DIP **OR** "debtor-in-possession" **OR** "DIP Credit Facility" **OR** "Debtors in possession" **OR** "debtors-in-possession" **OR** "debtor in possession") **AND** ("Term Loan" **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09 and run searches only through parent email/s not attachments)
- Do.treas.gov **AND** (DIP **OR** "debtor-in-possession" **OR** "DIP Credit Facility" **OR** "Debtors in possession" **OR** "debtors-in-possession" **OR** "debtor in possession") **AND** ("Term Loan" **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09 and run searches only through parent email/s not attachments)
- Treas.gov **AND** (DIP **OR** "debtor-in-possession" **OR** "DIP Credit Facility" **OR** "Debtors in possession" **OR** "debtors-in-possession" **OR** "debtor in possession") **AND** ("Term Loan" **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09 and run searches only through parent email/s not attachments)
- Cadwalader **AND** (DIP **OR** "debtor-in-possession" **OR** "DIP Credit Facility" **OR** "Debtors in possession" **OR** "debtors-in-possession" **OR** "debtor in possession") **AND** ("Term Loan" **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09 and run searches only through parent email/s not attachments)
- Rapisardi **AND** (DIP **OR** "debtor-in-possession" **OR** "DIP Credit Facility" **OR** "Debtors in possession" **OR** "debtors-in-possession" **OR** "debtor in possession") **AND** ("Term Loan" **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09 and run searches only through parent email/s not attachments)
- (DIP **OR** "debtor-in-possession" **OR** "Debtors in possession" **OR** "debtors-in-possession" **OR** "debtor in possession") **AND** [order **W/10** (interim **OR** final)] **AND** ("Term Loan" **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09 and run searches only through parent email/s not attachments)
- (DIP **OR** "debtor-in-possession" **OR** "Debtors in possession" **OR** "debtors-in-possession" **OR** "debtor in possession") **W/10** (financing **OR** "carve-out" **OR** "carveout" **OR** "reserved claims" **OR** "first priority liens" **OR** "junior liens") **AND** ("Term Loan" **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09)
- "DIP Credit Facility" **AND** ("Term Loan" **OR** TL **OR** TLB) (date range for this term limited to 5/1/09 through 9/1/09)
- Simpson **AND** (DIP **OR** "debtor-in-possession" **OR** "DIP Credit Facility" **OR** "Debtors in possession" **OR** "debtors-in-possession" **OR** "debtor in possession") (date range for this term limited to 5/1/09 through 9/1/09)

- "stblaw.com" AND (DIP OR "debtor-in-possession" OR "DIP Credit Facility" OR "Debtors in possession" OR "debtors-in-possession" OR "debtor in possession") (date range for this term limited to 5/1/09 through 9/1/09)

- STB AND (DIP OR "debtor-in-possession" OR "DIP Credit Facility" OR "Debtors in possession" OR "debtors-in-possession" OR "debtor in possession") (date range for this term limited to 5/1/09 through 9/1/09)

- Pantaleo AND (DIP OR "debtor-in-possession" OR "DIP Credit Facility" OR "Debtors in possession" OR "debtors-in-possession" OR "debtor in possession") (date range for this term limited to 5/1/09 through 9/1/09)

- "Fresh Start Accounting" (date range for this term limited to 1/1/09 through 12/31/09)

- (Valuation OR Value) W/10 [(Alix OR Alixpartners OR Evercore OR Treasury) AND (PP&E OR "tangible assets" OR liquidation OR appraisal OR auction OR "fair market" OR collateral OR secured OR fixture OR fixtures OR asset OR assets OR "Personal Property" OR property OR equipment OR "Real Property" OR machinery OR "Special Tools" OR buildings OR improvements OR M&E OR "Real Estate" OR "Term Loan" OR TL OR TLB OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)] (date range for this term limited to 1/1/09 through 12/31/09)

- Liquidation W/10 [(Alix OR Alixpartners OR Evercore OR Treasury) AND (PP&E OR "tangible assets" OR appraisal OR auction OR valuation OR value OR "fair market" OR collateral OR secured OR fixture OR fixtures OR asset OR assets OR "Personal Property" OR property OR equipment OR "Real Property" OR machinery OR "Special Tools" OR buildings OR improvements OR M&E OR "Real Estate" OR "Term Loan" OR TL OR TLB OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)] (date range for this term limited to 1/1/09 through 12/31/09)

- Appraisal AND [(Alix OR Alixpartners OR Evercore OR Treasury) AND (PP&E OR "tangible assets" OR liquidation OR auction OR valuation OR value OR "fair market" OR collateral OR secured OR fixture OR fixtures OR asset OR assets OR "Personal Property" OR property OR equipment OR "Real Property" OR machinery OR "Special Tools" OR buildings OR improvements OR M&E OR "Real Estate" OR "Term Loan"

**OR TL OR TLB OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR “Fort Wayne” OR Janesville OR Lansing OR “Grand River” OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR “Grand Rapids” OR Mansfield OR Marion OR “Bay City” OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR “Willow Run” OR Allison OR “Spring Hill” OR Delta)]** (date range for this term limited to 1/1/09 through 12/31/09)

- Auction **AND [(Alix OR Alixpartners OR Evercore OR Treasury) AND (PP&E OR “tangible assets” OR liquidation OR appraisal OR valuation OR value OR “fair market” OR collateral OR secured OR fixture OR fixtures OR asset OR assets OR “Personal Property” OR property OR equipment OR “Real Property” OR machinery OR “Special Tools” OR buildings OR improvements OR M&E OR “Real Estate” OR “Term Loan” OR TL OR TLB OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR “Fort Wayne” OR Janesville OR Lansing OR “Grand River” OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR “Grand Rapids” OR Mansfield OR Marion OR “Bay City” OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR “Willow Run” OR Allison OR “Spring Hill” OR Delta)]** (date range for this term limited to 1/1/09 through 12/31/09)

- “synthetic lease” **W/20 (UCC OR UCC-1 OR UCC-3 OR lien OR collateral OR “fixture filing” OR “termination statement” OR “financing statement”)**

- “Term Loan” run this search only through parent email/s not attachments and limit to the following custodians Ram Burshtine; Soo-Jin Shim; Caroline Ling; and Thomas E. Feeney.

- TL limit this search term to the following custodians Ram Burshtine; Soo-Jin Shim; Caroline Ling; and Thomas E. Feeney.

- TLB limit this search term to the following custodians Ram Burshtine; Soo-Jin Shim; Caroline Ling; and Thomas E. Feeney.

- “Term Lender” limit this search term to the following custodians Ram Burshtine; Soo-Jin Shim; Caroline Ling; and Thomas E. Feeney.

- “TL Lender”

- “Mayer Brown” **AND (“Term Loan” OR TL OR TLB OR “synthetic lease” OR “auto facilities real estate trust” OR UCC OR UCC-1 OR UCC-3 OR lien OR collateral OR “fixture filing” OR “termination statement” OR “financing statement”)**

- "mayerbrown.com" AND ("Term Loan" OR TL OR TLB OR "synthetic lease" OR "auto facilities real estate trust" OR UCC OR UCC-1 OR UCC-3 OR lien OR collateral OR "fixture filing" OR "termination statement" OR "financing statement")

- "termination statement" W/10 ("Term Loan" OR TL OR TLB OR "synthetic lease" OR "auto facilities real estate trust" OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)

- "financing statement" W/10 ("Term Loan" OR TL OR TLB OR "synthetic lease" OR "auto facilities real estate trust" OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)

- UCC W/10 ("Term Loan" OR TL OR TLB OR "synthetic lease" OR "auto facilities real estate trust" OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)

- UCC-1 W/10 ("Term Loan" OR TL OR TLB OR "synthetic lease" OR "auto facilities real estate trust" OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)

- UCC-3 W/10 ("Term Loan" OR TL OR TLB OR "synthetic lease" OR "auto facilities real estate trust" OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)

- Lien W/5 (search OR release OR review OR perfect OR perfected OR perfection OR - machinery OR equipment OR "Special Tools" OR M&E) W/10 ("Term Loan" OR TL OR TLB OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)



- Collateral W/5 (report OR release OR review OR value OR valuation OR machinery OR equipment OR "Special Tools" OR M&E) W/10 ("Term Loan" OR TL OR TLB OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)

- Fixture/s W/10 ("Term Loan" OR TL OR TLB OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)

- "Fixture filing" AND ("Term Loan" OR TL OR TLB OR Arlington OR Detroit OR Hamtramck OR Fairfax OR Flint OR "Fort Wayne" OR Janesville OR Lansing OR "Grand River" OR Lordstown OR Moraine OR Orion OR Wilmington OR Shreveport OR "Grand Rapids" OR Mansfield OR Marion OR "Bay City" OR Defiance OR Livonia OR Romulus OR Tonawanda OR Warren OR "Willow Run" OR Allison OR "Spring Hill" OR Delta)

- "Collateral Value Certificate"

- "Collateral Certificate"

- "auto facilities real estate trust"

**Stand-alone search terms:**

- 6416808

- 64168084

- 6416822

- 64168225

**- The above referenced search terms shall only be run on e-mails between Weil and a non-Weil party. For the avoidance of doubt, Weil need not search or produce any emails where the only parties to the email are Weil personnel.**

**CERTIFICATE OF SERVICE**

I hereby certify that on May 25, 2016, a copy of the foregoing NOTICE OF PRESENTMENT OF ORDER PURSUANT TO FEDERAL RULE OF EVIDENCE 502(d) (“Notice of Presentment”) was served via overnight delivery and emailed to the following persons listed below:

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Notice of the filing of the Notice of Presentment was provided by operation of the CM/ECF system for the United States Bankruptcy Court for the Southern District of New York upon registered users of the CM/ECF System on May 25, 2016.

/s/ Martin A. Krolewski  
Martin A. Krolewski