

2. If any requested document is unavailable because it has been lost, discarded, or destroyed, please summarize for each such document: its date, author, addressee, signatory, type, content, and length; the date and circumstances under which it was lost, discarded, or destroyed; the identity of any persons who ordered or directed it to be discarded or destroyed, or the identity of any person who has knowledge of the circumstances under which the document was lost, discarded, or destroyed.

3. All of these document requests are directed not only to those documents in the possession, custody, or control of you or your directors, officers, agents, employees, consultants, representatives and attorneys, but also to those documents in the possession, custody, or control of any "person" (as defined herein) whom you control. For any documents whose location is unknown, state the names and addresses of any persons who might possess, or know the location of, such documents.

4. When information is withheld from discovery on a claim that it is privileged, subject to protection as trial preparation materials, or otherwise privileged or protected from disclosure, the claim shall be made expressly and shall be supported by a description of the nature of the document, communications, or things not produced that is sufficient to enable the propounding party to contest the claim of privilege, as provided in Fed. R. Civ. P. 26(b)(5).

5. You shall produce all documents in a form which renders the documents susceptible of copying. Further, you shall either identify all documents according to the specific requests to which the documents are responsive or produce the documents as they are kept in the usual or ordinary course of business.

6. Where originals of documents are not available, authentic copies of such documents may be produced; but, if a document has been prepared in separate copies, or

additional copies have been made and the copies are not identical (whether by reason of subsequent modification, addition of notations or otherwise), each non-identical copy is a separate document and should be identified or produced.

7. Unless otherwise indicated, the document requests refer and relate to the time period beginning on January 1, 2006 until the date when this Request for Documents is answered or required to be supplemented, whichever is later.

8. Your responses to these requests should be amended or supplemented in accordance with Fed. R. Civ. P. 26(e).

General Definitions

1. "Document" and "documents" shall have the same meaning as used in Fed. R. Civ. P. 34 and shall include "writings" and "recordings" as those terms are defined in Fed. R. Evid. 1001. "Documents" shall also mean all data compilations and information which can be recorded by any sound, visual or electronic means and from which information can be obtained or translated through detection devices into reasonably usable form. For example, and without limiting the definition of the terms in any way, "document" and "documents" shall include the following: electronic mail ("e-mail") (in both electronic and printed form), text messages (in both electronic and printed form), instant messages (in both electronic and printed form), facsimiles (in both electronic and printed form), letters, correspondence, notes (in electronic, printed or handwritten form), telegrams, lists, memoranda, diaries, journals, records, contracts, agreements, records, notations of communications, communications, desk pads, desk calendars, electronic calendars, note pads, scratch pads, voicemail recordings in any media, telephone call slips, call logs, telephone memos, telephone bills, microfilm, articles, pamphlets, brochures, studies, notices, summaries, reports, books, teletype messages, accounting entries, accounting

records, financial statements, purchasing orders, invoices, tapes, worksheets, video tapes, computer disks, digitized material, computer data, computer-generated compilations and computerized data printouts.

2. "All documents" shall mean and include each and every document that refers, reflects or relates, directly or indirectly, in whole or in part, to the subject matters described in a particular document request.

3. "Things" shall mean and include "tangible things" (as that term is used in Fed. R. Civ. P. 34, including videotapes, audiotapes, CDs, DVDs, and external hard drives).

4. "Person" shall mean and include any natural person, corporation, limited liability company, partnership, firm, association, joint venture, sole proprietorship, trust, department, division, agency and any other legal, business, or governmental entity.

5. "Communication" means any meeting, statement, document, conversation, transmittal of information or request for information, whether by written, oral, electronic, non-verbal or other means. "Communication" shall include, but is not limited to, electronic mail or "E-mail," text and instant messages.

6. "Relate to" or "relating to" shall mean and include constituting, discussing, mentioning, containing, embodying, reflecting, identifying, incorporating, referring to, dealing with, or pertaining to in any way.

7. "Identify" or "identity" with respect to natural or non-natural persons shall mean and require you to state the person's full name (including any aliases, trade names or fictitious names), the person's current (or last known) business affiliation, the person's current (or last known) business address, email address, and telephone number and the person's current (or last known) residential address, email address and telephone number.

8. "Identify" or "identity" with respect to documents shall mean and require you to state the following:

- (a) the date of the document;
- (b) a description of the document sufficient to cause it to be adequately identified;
- (c) the identity of each person who prepared the document;
- (d) the identity of the custodian of the document;
- (e) a general summary of the contents of the document;
- (f) the identity of each person to whom such document was addressed, to whom such document (or copy thereof) was sent and/or who at any time had possession of such document (or copy thereof); and
- (g) if there were drafts of the document prior to the final document, the identity of the custodian of those drafts and the date(s) of those drafts.

9. "Identify" or "identity" with respect to communications (including oral, written, telephonic, electronic or non-verbal communications) shall mean:

- (a) the communications medium, e.g., written, oral, telephonic, electronic or non-verbal;
- (b) the date of each such communication;
- (c) the identity of all persons who were present at each communication;
- (d) the substance and nature of each such communication; and
- (e) the identity of all documents which relate to and reflect the communication.

10. Any request for documents or things "produced" by the PBGC shall include documents and things created, produced, generated, and developed by the PBGC during the specified time period.

11. Any request for documents or things "reviewed" by the PBGC shall mean anything considered, modified, altered, edited, read, or considered by the PBGC during the specified time period.

Specific Definitions

1. The "Pension Benefit Guaranty Corporation," the "PBGC," "Defendant," "you," and "your" shall mean and refer to the Pension Benefit Guaranty Corporation, as well as any directors, officers, employees, trustees, agents, attorneys, accountants, consultants, predecessors in interest, successors in interest, assigns and any other person acting (or purporting to act) on behalf of the Pension Benefit Guaranty Corporation.

2. "Plaintiffs" shall mean and refer to the Plaintiffs listed in the Second Amended Complaint.

3. "Delphi" shall mean and refer to Delphi Corporation, DPH Holdings, and Delphi Automotive LLP, as well as any directors, officers, employees, trustees, agents, administrators, actuaries, attorneys, accountants, consultants, representatives, subsidiaries, predecessors in interest, successors in interest, assigns and any other person acting (or purporting to act) on behalf of them.

4. The "Delphi Pension Plans" shall mean and refer to any defined benefit pension plan sponsored by Delphi.

5. "GM" shall mean and refer to (1) General Motors Corporation; (2) General Motors Co.; (3) General Motors Company; (4) Motors Liquidation Company; and (5) General Motors LLC, as well as any directors, officers, employees, trustees, agents, administrators, actuaries, attorneys, accountants, consultants, subsidiaries, representatives, predecessors in

interest, successors in interest, assigns and any other person acting (or purporting to act) on behalf of them.

6. The "Salaried Plan" shall mean and refer to the Delphi Retirement Program for Salaried Employees.

7. "The Hourly Plan" shall mean and refer to the Delphi Hourly-Rate Employees Pension Plan.

8. The "Delphi-PBGC Settlement Agreement" shall mean and refer to the settlement agreement dated as of July 21, 2009 between Delphi and the PBGC.

9. The "Waiver and Release Agreement" shall mean and refer to the waiver and release agreement, dated as of July 21, 2009 between GM and the PBGC.

10. The "Auto Task Force" shall mean and refer to the Presidential Task Force on the Auto Industry and the Auto Team at Treasury, as well as any representatives, directors, officers, employees, trustees, agents, administrators, actuaries, attorneys, accountants, consultants, subsidiaries, predecessors in interest, successors in interest, assigns and any other person acting (or purporting to act) on their behalf.

11. The "Executive Office of the President" shall mean and refer to the Executive Office of the President of the United States, as well as any representatives, directors, officers, employees, trustees, agents, administrators, actuaries, attorneys, accountants, consultants, subsidiaries, predecessors in interest, successors in interest, assigns and any other person acting (or purporting to act) on its behalf.

12. The "Treasury Department" shall mean and refer to the United States Department of Treasury, as well as any directors, officers, employees, trustees, agents, administrators,

actuaries, attorneys, accountants, consultants, predecessors in interest, successors in interest, assigns and any other person acting (or purporting to act) on their behalf.

13. The "Department of Labor" shall mean and refer to the United States Department of Labor, as well as any directors, officers, employees, trustees, agents, administrators, actuaries, attorneys, accountants, consultants, subsidiaries, predecessors in interest, successors in interest, assigns and any other person acting (or purporting to act) on its behalf.

14. The "Federal Executive Branch" shall mean and refer to the Treasury Department, the Auto Task Force, the Labor Department, and the Executive Office of the President.

Documents And Things To Be Produced

Request No. 1. All documents and things identified in your responses to Plaintiffs' First Set of Interrogatories to you.

Response:

Request No. 2. All documents and things received, produced or reviewed by the PBGC between January 1, 2006 and December 31, 2009 (including, but not limited to, documents received from Delphi) related to Delphi or the Delphi Pension Plans.

Response:

Request No. 3. All documents and things (including, but not limited to, communications, spreadsheets, funding assumptions, snapshots, memoranda, as well as all other documents and things) received, produced or reviewed by the PBGC since January 1, 2006 related to financial involvement by GM with the Delphi Pension Plans, including, but not limited to, GM's assumption of some or all of the liability for any of the Delphi Pension Plans (and the cost of such an assumption), potential funding of any of the Delphi Pension Plans by GM, or the payment of supplemental pension benefits to Delphi Pension Plan participants by GM.

Response:

Request No. 4. All documents and things received, produced or reviewed by the PBGC since January 1, 2006 and December 31, 2009 related to the potential assumption of liability for any of the Delphi Pension Plans by an entity other than Delphi.

Response:

Request No. 5. All documents and things received, produced or reviewed by the PBGC between January 1, 2006 and December 31, 2009 related to the ability of Delphi to maintain the Delphi Pension Plans.

Response:

Request No. 6. All documents and things received, produced or reviewed by the PBGC since January 1, 2006 related to liens involving the Delphi Pension Plans, both asserted and assertable by the PBGC, including, but not limited to, valuation of those liens, communications related to the release or waiver of those liens, and the identity of assets subject to those liens.

Response:

Request No. 7. All documents and things received, produced or reviewed by the PBGC since January 1, 2006 related to the value of Delphi or the value of Delphi's assets.

Response:

Request No. 8. All documents and things you received from the Federal Executive Branch or produced to the Federal Executive Branch, since January 1, 2009, related to Delphi or the Delphi Pension Plans, including, but not limited to, documents related to the termination of the Delphi Pension Plans, the assumption of any liability associated with the Delphi Pension Plans by GM, PBGC liens on Delphi assets, recoveries related to the Delphi Pension Plans, the Waiver and Release Agreement, and the Delphi-PBGC Settlement Agreement.

Response:

Request No. 9. All documents and things you received from GM or produced to GM, since January 1, 2006, related to Delphi or the Delphi Pension Plans, including, but not limited to, documents related to the termination of the Delphi Pension Plans, PBGC liens on Delphi assets, recoveries related to the Delphi Pension Plans, the Waiver and Release Agreement, and the Delphi-PBGC Settlement Agreement.

Response:

Request No. 10. All documents and things related to the Waiver and Release Agreement.

Response:

Request No. 11. All documents and things related to the Delphi-PBGC Settlement Agreement.

Response:

Request No. 12. All documents and things received, produced or reviewed by the PBGC since January 1, 2006 related to the PBGC's potential or actual liability for any benefit payments under Delphi's Pension Plans.

Response:

Request No. 13. All documents and things received, produced or reviewed by you since January 1, 2009 related to potential PBGC recoveries in connection with the Delphi Pension Plans, including, but not limited to, the estimates of the potential recovery for each claim and the value the PBGC assigned to such claims in the valuation of the Salaried Plan's assets.

Response:

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Request No. 14. All documents and things received, produced or reviewed by the PBGC related to the Waterfall Right or the Waterfall Participation as those terms are defined in the Waiver and Release Agreement.

Response:

Dated: September 23, 2011



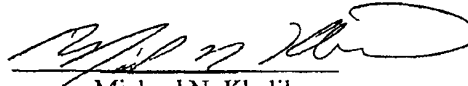
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on this 23rd day of September, 2011, a copy of the foregoing was served via electronic mail in pdf format, and by U.S. Mail, first class, postage pre-paid upon the attorneys listed below:

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