

## **Exhibit A**

<b><u>GUC Trust Section Reference</u></b>	<b><u>Description of Change</u></b>	<b><u>Reason for Change</u></b>
<u>Distribution Mechanics:</u>  §§ 1.1(d), 1.1(i), 1.1(n), 1.1(w), 1.1(zz), 1.1(xxx), 1.1(yyy), 2.3(c), 3.3, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1 and 6.2	<ul style="list-style-type: none"> <li>• Distribution provisions (formerly in narrative form) have been converted to detailed formulae.</li> <li>• Distribution procedures elaborated upon to take into account the holdbacks and Additional Shares.</li> <li>• Distribution procedures for fractional shares revised as discussed below.</li> </ul>	The provisions with respect to the distribution procedures have not substantively changed. However, the distribution provisions, which had been in narrative form, have been converted to detailed formulae in order to achieve more uniformity, precision and transparency in administration.
<u>Fractional Shares:</u>  § 5.6	Revised distribution mechanics for fractional shares: <ul style="list-style-type: none"> <li>• The Agreement now provides for the rounding up or down to the nearest whole number for the first distribution to each holder of an Allowed Claim;</li> <li>• Fractional shares distributable in respect of Units shall be sold for cash in lieu of a distribution on each distribution date, rather than only the final distribution date;</li> <li>• Fractional shares in respect of separate claims held by a single Unit holder shall be aggregated in determining the number of shares such Unit holder is entitled to receive.</li> </ul>	The distribution mechanics for fractional shares have been revised in order to provide a more equitable and timely distribution of fractional shares.

<b><u>GUC Trust Section Reference</u></b>	<b><u>Description of Change</u></b>	<b><u>Reason for Change</u></b>
<p><u>Holdbacks:</u></p> <p>Background(E)(vii), Background(G), §§ 1.1(a), 1.1(iii), 1.1(jjj), 5.2, 5.2, 5.4, 6.1, 6.2 and 6.4</p>	<ul style="list-style-type: none"> <li>• Additional Holdback created as a reserve for miscellaneous expenses not covered by the Budget.</li> <li>• Reporting and Transfer Holdback added to create a reserve of \$5 million of New GM Securities that may be sold by the GUC Trust in order to cover expenses related to Exchange Act reporting and costs associated with the transfer, registration for transfer and certification of any Units.</li> <li>• Flexibility added to allow the release of assets from holdbacks.</li> <li>• Conforming changes throughout the document.</li> </ul>	<p>The function of these new holdbacks, as well as the Protective Holdback (which was referenced in the earlier version of this Agreement), is: (i) to ensure, to the extent practicable, that the GUC Trust will be able to pay any expenses outside of its Budget; and (ii) to ensure, to the extent practicable, that such expenses are evenly distributed among holders of Allowed General Unsecured Claims, thereby promoting the fair, equitable and uniform treatment of all holders of Allowed General Unsecured Claims.</p>
<p><u>Compliance with SEC Rules and Regulations, and Associated Expenses:</u></p> <p>§§ 4.1, 1.1(iii), 1.1(jjj), 1.1(mmm), 2.6(c), 6.1 and 6.3</p>	<ul style="list-style-type: none"> <li>• Default duration of GUC Trust shortened from 5 years to 3 years.</li> <li>• Provision made concerning Exchange Act reporting.</li> <li>• Creation of a reserve to satisfy reporting expense (from the up front sale of New GM Securities designed to fund the Reporting and Transfer Holdback).</li> </ul>	<ul style="list-style-type: none"> <li>• The default duration of the GUC Trust has been shortened to fall within the parameters of No-Action Letters previously issued by the SEC Division of Investment Management concerning an exemption for liquidating trusts under the Investment Company Act of 1940.</li> <li>• The Agreement has been amended to provide for the GUC Trust's compliance with all applicable Exchange Act reporting requirements.</li> <li>• The Reporting and Transfer Holdback has been created to ensure that the GUC Trust's expenses are evenly distributed among the holders of Allowed General Unsecured Claims.</li> </ul>

<b><u>GUC Trust Section Reference</u></b>	<b><u>Description of Change</u></b>	<b><u>Reason for Change</u></b>
<u>Avoidance Actions:</u>  §§ 1.1(xxx), 1.1(yyy), 5.1(b), 5.1(c), 6.11, 8.4 and 8.1(d)(xx)	Provisions of the GUC Trust Agreement have been added/modified to clarify treatment of Term Loan Avoidance Action Claims and Other Avoidance Action Claims.	The Agreement has been revised to provide further detail and clarification regarding the treatment of Term Loan Avoidance Action Claims and Other Avoidance Action Claims in conformity with the terms of the Avoidance Action Trust Agreement, which was drafted subsequent to the December 7, 2010 filing of the Agreement.
<u>Asbestos Trust Claim:</u>  §§ 1.1(n), 1.1(w) 1.1(ww), 2.3(a), 4.1, 5.2(a), 5.5(a) and 6.1(g)	<ul style="list-style-type: none"> <li>• Initial distribution made directly by Debtors rather than by GUC Trust.</li> <li>• The Asbestos Trust Claim is no longer treated as a Disputed Claim.</li> </ul>	<ul style="list-style-type: none"> <li>• The Stipulation and Order Fixing Asbestos Trust Claim and Resolving Debtors' Estimation Motion, the Asbestos Claimants' Committee and the Futures Claimants' Representative provided for this revision.</li> <li>• The Asbestos Trust Claim has been Allowed in the amount of \$625 million.</li> </ul>
<u>Additional Shares:</u>  §§ 1.1(b), 2.3(d), 5.3, 5.4 and 6.2	Provision made for distribution of Additional Shares to be received pursuant to the MSPA.	The parties are in the process of amending the MSPA with regard to the issuance of the Additional Shares to the GUC Trust. The Agreement has been revised in anticipation of this amendment to the MSPA.
<u>Consultation with GUC Trust Monitor:</u>  §§ 1.1(t), 1.1(y), 1.1(ww), 2.3(d), 3.5(b), 4.1, 5.2(a), 5.3(b), 5.4(d) and 6.1	Required consultation with and/or approval from GUC Trust Monitor.	The Agreement has been revised in order to provide the GUC Trust Monitor with additional consultation and approval rights and obligations. These changes ensure that all significant actions of the GUC Trust are undertaken with the oversight, insight and authorization of both the GUC Trust Administrator and GUC Trust Monitor.
<u>Approval from Bankruptcy Court:</u>  Background (G), §§2.6(b), 5.3(b) and 6.1	Required approval from the Bankruptcy Court.	The Agreement has been revised to require Bankruptcy Court approval of certain actions to be taken by the GUC Trust. These changes provide an additional layer of oversight of the GUC Trust's operations and ensure that the GUC Trust operates with an element of transparency.

<b><u>GUC Trust Section Reference</u></b>	<b><u>Description of Change</u></b>	<b><u>Reason for Change</u></b>
<u>Debtors' Liquidation:</u>  §§ 1.1(o), 2.7, 6.1, 6.12, 7.3, 7.7(c), 8.1(c) and 9.6	Provisions of the Agreement have been added/revised to provide clarification with respect to the potential role of the GUC Trust and its assets in the wind-down of MLC.	The Agreement has been modified to clarify that the GUC Trust assets set aside for distribution to holders of Allowed General Unsecured Claims will not be used to fund expenses associated with the wind-down of the Debtors' estates (with one exception allowing for the use of such assets as a last resort for the indemnification of the GUC Trust Administrator Parties and GUC Trust Monitor Parties). This clarification has been made to ensure that GUC Trust assets intended for the benefit Holders of Allowed General Unsecured Claims will not be used to satisfy Administrative Expenses, Priority Tax Claims, Priority Non-Tax Claims, or other liabilities related to the wind-down of the Debtors' estates.