EXECUTION VERSION

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$7,072,488,605
SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT

among

GENERAL MOTORS COMPANY,
as the Initial Borrower,

THE GUARANTORS

and

THE UNITED STATES DEPARTMENT OF THE TREASURY,
as the Lender

Dated as of August 12, 2009

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SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT (this "Agreement"), dated as of August 12, 2009 (the "Effective Date") by and among GENERAL MOTORS COMPANY, a Delaware corporation (the "Initial Borrower"), the Guarantors (as defined below), and THE UNITED STATES DEPARTMENT OF THE TREASURY, as the lender hereunder (the "Lender" or the "Treasury").

W I T N E S S E T H:

WHEREAS, the Borrower, the Guarantors and the Lender entered into the $7,072,488,605 Secured Credit Agreement dated as of July 10, 2009 (the "Existing Credit Agreement");

WHEREAS, pursuant to the letter agreement dated as of July 10, 2009 between the Borrower and the Lender (as amended, the "Post-Closing Letter"), the Borrower agreed to amend and restate the Existing Credit Agreement for the purposes of expanding Sections 3, 5, 6 and 7 of the Existing Credit Agreement relating to representations and warranties, affirmative covenants, negative covenants and Events of Default, respectively, to include and apply to each Covered Group Member (as defined below) subject to certain exceptions, qualifications and carve-outs as more particularly set forth herein (the "Expansion Requirement");

WHEREAS, the Borrower and the Lender are willing to amend and restate the Existing Credit Agreement for the purposes of satisfying the Expansion Requirement and for certain other purposes agreed between the Borrower and the Lender on the terms and subject to the conditions set forth herein and in the other Loan Documents;

NOW, THEREFORE, in consideration of the premises and mutual agreements contained in the Post-Closing Letter and herein, the parties hereto agree that on the Effective Date, as provided in Section 8.18, the Existing Credit Agreement shall be amended and restated in its entirety as follows:

## SECTION 1

## DEFINITIONS

1.1. Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"1908 Holdings": 1908 Holdings Ltd., a Subsidiary of General Motors of Canada Limited.

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the three month Eurodollar Rate (for the avoidance of doubt after giving effect to the provisos in the definition thereof) plus 1.00%; provided that, in the event the Lender shall have determined that adequate and reasonable

means do not exist for ascertaining the calculation of clause (c), such calculation shall be replaced with the last available calculation of the three month Eurodollar Rate plus 1.00%. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Effective Rate or the three month Eurodollar Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the three month Eurodollar Rate, respectively.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"Additional Secured Indebtedness": as of any date of determination, principal amount of secured (including on a first-priority basis) Indebtedness (other than Indebtedness described in clauses (a) through (r) (inclusive) and (u) of the definition of "Permitted Indebtedness") of the Covered Group Members in excess of $6,000,000,000 (including, without limitation, Structured Financing), provided that, (i) on the date such Indebtedness is incurred, the Consolidated Leverage Ratio shall be less than 3.00 to 1.00 after giving pro forma effect to the incurrence of such Indebtedness, (ii) a portion of the Net Cash Proceeds of such Indebtedness (other than revolving credit loans) are used to prepay the Loans in accordance with Section 2.5(a), (iii) the aggregate amount of commitments under revolving credit facilities, if any, together with any revolving credit facilities constituting Excluded Secured Indebtedness, shall not exceed $4,000,000,000, (iv) with respect to any revolving credit facility, the amount of Indebtedness thereunder for the purpose of determining compliance with clauses (i) and (iii) of this definition shall equal the commitment thereunder and (v) if any Loan Party is an obligor or guarantor under such Indebtedness, the lenders party thereto (or an agent on behalf of such lenders) shall have executed and delivered an intercreditor agreement in form and substance reasonably satisfactory to the Lender, which may be an amendment, restatement, modification or supplement to the Intercreditor Agreement.

"Additional Guarantor": as defined in Section 5.23.

"Affiliate": with respect to any Person, any other Person which, directly or indirectly, controls, is controlled by, or is under common control with, such Person. For purposes of this Agreement, "control" (together with the correlative meanings of "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, pension plans of a Person and entities holdings the assets of such plans, shall not be deemed to be Affiliates of such Person. Notwithstanding the foregoing, none of (i) the Government of the United States (or any branch or agency thereof), (ii) the Government of Canada (or any branch or agency thereof), (iii) the Government of Ontario (or any branch or agency thereof), or (iv) the VEBA or the UAW, shall be considered an Affiliate of the Borrower or any of its Subsidiaries.

"Agreement": as defined in the preamble hereto.

"Anti-Money Laundering Laws": as defined in Section 3.18(d).

"Applicable Law": as to any Person, all laws (including common law), statutes, regulations, ordinances, treaties, judgments, decrees, injunctions, writs and orders of any court, governmental agency or authority and rules, regulations, orders, directives, licenses and permits of any Governmental Authority applicable to such Person or its property or in respect of its operations.

"Applicable Margin": (A) 4.0% per annum in the case of ABR Loans and (B) 5.0% per annum in the case of Eurodollar Loans.

"Applicable Net Cash Proceeds": (i) with respect to any Additional Secured Indebtedness, Permitted Unsecured Indebtedness or Attributable Obligations under each applicable Sale/Leaseback Transaction, an amount equal to the UST Facility Percentage of an amount equal to 41.949% of the Net Cash Proceeds of such Indebtedness or Attributable Obligations, as applicable and (ii) with respect to any Asset Sale, Recovery Event or Extraordinary Receipt, an amount equal to the UST Facility Percentage of such Net Cash Proceeds.

"Applicable Rejected Prepayment Amount": on any date of determination:

(a) with respect to any Canadian Lender Rejection Notice, an amount equal to (i) the amount of the mandatory prepayment rejected by the Canadian Lender pursuant to Section 2.07(d) of the Canadian Facility multiplied by (ii) a percentage equal to (x) the aggregate outstanding principal balance of the Loans held by the Treasury on such date divided by (y) the sum of the aggregate outstanding amount of the Loans held by the Treasury on such date and the aggregate Outstanding Principal of the VEBA Note Facility held by VEBA on such date; and

(b) with respect to any VEBA Rejection Notice, (x) arising from a mandatory prepayment pursuant to Section 2.5(a) of the VEBA Note Facility, an amount equal to (i) the amount of the mandatory prepayment rejected by the VEBA pursuant to Section 2.5(g) of the VEBA Note Facility multiplied by (ii) a percentage equal to (A) the aggregate outstanding principal balance of the Loans held by the Treasury on such date divided by (B) the sum of the aggregate outstanding principal balance of the Loans held by the Treasury on such date and the aggregate outstanding principal balance of the loans held by the Canadian Lender under the Canadian Facility on such date and (y) arising from a mandatory prepayment pursuant to Section 2.5(b) of the VEBA Note Facility, 100%.

"Asset Sale": any Disposition of property or series of related Dispositions of property occurring contemporaneously (other than any Excluded Disposition) that yields gross proceeds to any Covered Group Member (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of (i) $25,000,000 if received by a Covered Group Member that is a Foreign Subsidiary, or (ii) $15,000,000 if received by a Covered Group Member that is not a Foreign Subsidiary. The term "Asset Sale" shall not include any issuance of Capital Stock or any event that constitutes a Recovery Event.

"Assignee": as defined in Section 8.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit C, including an agreement by the assignee thereunder to be bound by the terms and provisions of the Intercreditor Agreement.

"Attributable Obligations": in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate implicit in the transaction) of the total obligations of the lessee for rental payments required to be paid during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended), determined in accordance with GAAP; provided, however, that if such Sale/Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby shall be determined in accordance with the definition of "Capital Lease Obligations." For purposes of calculating the Consolidated Leverage Ratio, the aggregate amount of Attributable Obligations outstanding as of any date of determination shall be (i) $500,000,000 plus (ii) the amount of Attributable Obligations entered into after the Original Effective Date.

"Auto Supplier Support Program": that certain program established by the Treasury to facilitate payment of certain receivables to automotive suppliers.

"Bankruptcy Code": the United States Bankruptcy Code, 11 U.S.C. Section 101 *et seq.*

"Bankruptcy Court": the United States Bankruptcy Court for the Southern District of New York (together with the District Court for the Southern District of New York, where applicable).

"Bankruptcy Exceptions": limitations on, or exceptions to, the enforceability of an agreement against a Person due to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or the application of general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity.

"Benefit Plan": any employee benefit plan within the meaning of section 3(3) of ERISA and any other plan, arrangement or agreement which provides for compensation, benefits, fringe benefits or other remuneration to any employee, former employee, individual independent contractor or director, including without limitation, any bonus, incentive, supplemental retirement plan, golden parachute, employment, individual consulting, change of control, bonus or retention agreement, whether provided directly or indirectly by any Loan Party or otherwise.

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower": the Initial Borrower or any Replacement Borrower.

"Borrower's Organizational Documents": the Amended and Restated Certificate of Incorporation of the Borrower dated July 9, 2009 and filed with the Secretary of State of the State of Delaware, together with the Amended and Restated Bylaws of the Borrower dated as of July 9, 2009, as the same may be further amended, restated, supplemented or replaced from time to time in accordance with the terms and conditions hereof and of the other Loan Documents.

"Budget": a budget substantially in the form of Annex I, reasonably satisfactory to the Lender in its sole discretion, (a) with respect to the budget delivered on the Original Effective Date pursuant to Section 4.1(h) of the Existing Credit Agreement, covering the remainder of fiscal year 2009 (presented on a monthly basis) together with a budget with respect to the four immediately succeeding fiscal years (presented on an annual basis); and (b) with respect to each budget delivered after the Original Effective Date, covering the periods and presented in accordance with Section 5.2(k).

"Business Day": any day other than a Saturday, Sunday or other day on which banks in New York City are permitted to close; provided, however, that when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London Interbank market.

"Business Plan": the business plan delivered to Lender on the Original Effective Date and attached hereto as Annex II.

"Canadian Collateral": the "Collateral" as defined in the Canadian Facility.

"Canadian Facility": the Second Amended and Restated Loan Agreement dated as of the Original Effective Date, by and among GM Canada, as borrower, the other loan parties party thereto, and the Canadian Lender, as lender, in form and substance substantially similar to this Agreement with modifications otherwise satisfactory to the Lender as the same may be amended, restated, supplemented or modified from time to time hereafter in accordance with the terms and conditions of this Agreement and the other Loan Documents.

"Canadian Guarantors": shall mean the "Guarantors" under and as defined in the Canadian Facility.

"Canadian Lender": Export Development Canada, a corporation established pursuant to the laws of Canada, and its successors and assigns.

"Canadian Lender Rejection Notice": a notice from the Canadian Lender to GM Canada rejecting a mandatory prepayment under the Canadian Facility following the initial offer to repay the loans thereunder in accordance with Section 2.07(d) of the Canadian Facility.

"Canadian Subscriber": 7176384 Canada, Inc.

"Canadian Subscription Agreement": As defined in the Canadian Facility.

"Canadian Subsidiary": each direct or indirect Subsidiary of the Borrower incorporated under the laws of Canada or any state, province, commonwealth or territory thereof.

"Capital Lease Obligations": for any Person, all obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) Property to the extent such obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP, and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

"Capital Stock": any and all equity interests, including any shares of stock, membership or partnership interests, participations or other equivalents whether certificated or uncertificated (however designated) of a corporation, limited liability company, partnership or joint venture or any other entity, and any and all similar ownership interests in a Person and any and all warrants or options to purchase any of the foregoing.

"Cases": the cases commenced on June 1, 2009 by GM Oldco, Saturn, LLC, a Delaware limited liability company, Saturn Distribution Corporation, a Delaware corporation, and Chevrolet-Saturn of Harlem, Inc., a Delaware corporation, in connection with voluntary petitions filed by each of the foregoing in the Bankruptcy Court for relief.

"Cash Equivalents": (a) U.S. Dollars, or money in other currencies received in the ordinary course of business, (b) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed or insured by the United States or Canadian government or any agency thereof, (c) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, province, commonwealth or territory of the United States or Canada, by any political subdivision or taxing authority of any such state, province, commonwealth or territory or by any foreign government, the securities of which state, province, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least "A" by S&P or "A" by Moody's or equivalent rating; (d) demand deposit, certificates of deposit and time deposits with maturities of one year or less from the date of acquisition and overnight bank deposits of any commercial bank, supranational bank or trust company having a credit rating of "F-1" or higher by Fitch (or the equivalent rating by S&P or Moody's), (e) repurchase obligations with respect to securities of the types (but not necessarily maturity) described in clauses (b) and (c) above, having a term of not more than 90 days, of banks (or bank holding companies) or subsidiaries of such banks (or bank holding companies) and non-bank broker-dealers listed on the Federal Reserve Bank of New York's list of primary and other reporting dealers ("Repo Counterparties"), which Repo Counterparties have a credit rating of at least "F-1" or higher by Fitch (or the equivalent rating by S&P or Moody's), (f) commercial paper rated at least A-1 or the equivalent thereof by S&P or P-1 or the equivalent thereof by Moody's and in either case maturing within one year after the day of acquisition, (g) short-term marketable securities of comparable credit quality, (h) shares of money market mutual or similar funds which invest at least 95% in assets satisfying the requirements of clauses (a) through (g) of this definition (except that such assets may have maturities of 13 months or less), and (i) in the case of a Foreign Subsidiary, substantially similar investments, of comparable credit quality relative to the sovereign credit risk of the Foreign Subsidiary's country, denominated in the currency of any jurisdiction in which such Foreign Subsidiary conducts business.

"Challenge Period": as defined in the Final DIP Order.

"Change of Control": the acquisition, after the Original Effective Date, by any Person, or two or more Persons acting in concert other than the Permitted Holders, the Lender, the Canadian Lender, the VEBA or any Affiliate of the Lender, the Canadian Lender, the VEBA, of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of outstanding shares of voting stock of (i) prior to the consummation of the Restructuring, the Borrower or (ii) after the consummation of the Restructuring, the direct parent of the Borrower, if after giving effect to such acquisition such Person or Persons shall own 20% or more of such outstanding voting stock of the Borrower or the direct parent of the Borrower, as applicable.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all property and assets of the Loan Parties of every kind or type whatsoever, including tangible, intangible, real, personal or mixed, whether now owned or hereafter acquired or arising, wherever located, and all proceeds, rents and products of the foregoing other than Excluded Collateral.

"Collateral Documents": means, collectively, the Guaranty, the Equity Pledge Agreement, the Intellectual Property Pledge Agreement, each Mortgage, the Escrow Account Control Agreement, and each other collateral assignment, security agreement, pledge agreement, agreement granting Liens in intellectual property rights, or similar agreements delivered to the Lender to secure the Obligations, as amended and restated in connection herewith (if applicable).

"Compensation Regulations": as defined in Section 5.16(a)(i).

"Compliance Certificate": a certificate duly executed by a Responsible Officer, substantially in the form of Exhibit F.

"Consolidated": the consolidation of accounts in accordance with GAAP.

"Consolidated Leverage Ratio": as of any date, the ratio of (a) Consolidated Total Debt, less the sum of cash and Cash Equivalents held by the Borrower and its Subsidiaries, excluding Restricted Cash, on such day to (b) EBITDA for the period of four fiscal quarters ended on the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.1.

"Consolidated Total Debt": at any date, the aggregate principal amount of all Indebtedness of the Borrower and its Subsidiaries that would be reflected on the consolidated balance sheet of the Borrower and its Subsidiaries as of such date in accordance with GAAP.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Controlled Affiliate": as defined in Section 3.18(a).

"Copyright Licenses": all licenses, contracts or other agreements, whether written or oral, naming a Loan Party as licensee or licensor and providing for the grant of any right to reproduce, publicly display, publicly perform, distribute, create derivative works of or otherwise

exploit any works covered by any Copyright (including, without limitation, all Copyright Licenses set forth in Schedule 3.25 hereto).

"Copyrights": all domestic and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship (including, without limitation, all marketing materials created by or on behalf of any Loan Party), acquired or owned by a Loan Party (including, without limitation, all copyrights described in Schedule 3.25 hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, renewals, restorations, extensions or revisions thereof.

"Covered Group Member": each Group Member other than the Excluded Subsidiaries.

"Default": any event, that with the giving of notice, the lapse of time, or both, would become an Event of Default.

"DIP Credit Agreement": the $33,300,000,000 Secured Superpriority Debtor-in-Possession Credit Agreement dated as of June 3, 2009 among GM Oldco, the guarantors party thereto, the Lender and the Canadian Lender, as in effect on such date.

"Disposition": with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof (other than (i) exclusive licenses that do not materially impair the relevant Group Member's ability to use or exploit the relevant Intellectual Property as it has been used or exploited by the Group Members as of the Closing Date (as defined in the DIP Credit Agreement) or (ii) nonexclusive licenses); and the terms "Dispose" and "Disposed of" shall have correlative meanings.

"Dollar Equivalent": on any date of determination, (a) with respect to any amount denominated in Dollars, such amount and (b) with respect to an amount denominated in any other currency, the equivalent in Dollars of such amount as determined by the Lender in accordance with normal banking industry practice using the Exchange Rate on the date of determination of such equivalent. In making any determination of the Dollar Equivalent, the Lender shall use the relevant Exchange Rate in effect on the date on which a Dollar Equivalent is required to be determined pursuant to the provisions of this Agreement. As appropriate, amounts specified herein as amounts in Dollars shall include any relevant Dollar Equivalent amount.

"Dollars" and "$": the lawful money of the United States.

"Domestic 956 Subsidiary": any U.S. Subsidiary substantially all of the value of whose assets consist of equity of one or more Foreign 956 Subsidiaries for U.S. federal income tax purposes.

"Domestic Subsidiary": any Subsidiary that is organized or existing under the laws of the United States or Canada or any state, province, commonwealth or territory of the United States or Canada.

"EAWA": the Employ American Workers Act (Section 1611 of Division A, Title XVI of the American Recovery and Reinvestment Act of 2009), Public Law No. 111-5, effective as of February 17, 2009, as may be amended and in effect from time to time.

"EBITDA": for any period, Net Income plus, to the extent deducted in determining Net Income, the sum of: (a) Interest Expense, amortization or write-off of debt discount, other deferred financing costs and other fees and charges associated with Indebtedness, plus (b) tax expense (including Permitted Tax Distributions), plus (c) depreciation, plus (d) amortization, write-offs, write-downs, asset revaluations and other non-cash charges, losses and expenses, plus (e) impairment of intangibles, including goodwill, plus (f) extraordinary expenses or losses (as determined in accordance with GAAP) including an amount equal to any extraordinary loss, plus (g) any net loss realized by the Borrower or any of its Subsidiaries in connection with any Disposition or the extinguishment of Indebtedness, plus (h) special charges (including restructuring costs), plus (i) losses (but minus gains) due solely to the fluctuations in currency values or the mark-to-market impact of commodities derivatives, in each case in accordance with GAAP, plus (j) losses attributable to discontinued operations, plus (k) losses (but minus gains) attributable to the cumulative effect of a change in accounting principles, plus (l) non-recurring costs, charges and expenses during such period, plus (m) the amount of fees associated with advisory, consulting or other professional work done for equity offerings, minus (n) to the extent included in Net Income, extraordinary gains (as determined in accordance with GAAP), together with any related provision for taxes on such extraordinary gain, all calculated without duplication for the Borrower and its Subsidiaries on a consolidated basis for such period. For purposes of this Agreement, EBITDA shall (to the extent required to comply with Regulation S-X promulgated under the Securities Act) be adjusted on a pro forma basis to include, as of the first day of any applicable period, any acquisition and any Disposition contemplated by the Business Plan to be consummated during such period, including, without limitation, adjustments reflecting any non-recurring costs and any extraordinary expenses of any acquisition and any Disposition consummated during such period and any Pro Forma Cost Savings attributable thereto, each calculated on a basis consistent with GAAP or as otherwise approved by the Lender in its sole discretion.

"EESA": the Emergency Economic Stabilization Act of 2008, Public Law No. 110-343, effective as of October 3, 2008, as amended by Section 7000 *et al.* of Division A, Title VII of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5, effective as of February 17, 2009, as may be further amended and in effect from time to time.

"Effective Date": as defined in the preamble hereto.

"EISA": the Energy Independence and Security Act of 2007, Public Law No. 110-140, effective as of January 1, 2009, as may be amended and in effect from time to time.

"Embargoed Person": as defined in Section 3.19.

"Environmental Agreement": the Amended and Restated Environmental Agreement dated as of the Original Effective Date, executed by the Loan Parties for the benefit of the Lender, substantially in the form of Exhibit I.

"Environmental Laws": any and all foreign, Federal, state, provincial, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human health, the environment or natural resources, as now or may at any time hereafter be in effect.

"Equity Pledge Agreement": the Amended and Restated Equity Pledge Agreement dated as of the Original Effective Date, made by each Pledgor in favor of the Lender substantially in the form of Exhibit L.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate": any corporation or trade or business or other entity, whether or not incorporated, that is a member of any group of organizations (i) described in Section 414(b), (c), (m) or (o) of the Code of which any Loan Party is a member or (ii) which is under common control with any Loan Party within the meaning of section 4001 of ERISA.

"ERISA Event": (i) any Reportable Event or a determination that a Plan is "at risk" (within the meaning of Section 302 of ERISA); (ii) the incurrence by the Borrower or any ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan or the withdrawal or partial withdrawal of the Borrower or any of its respective ERISA Affiliates from any Plan or Multiemployer Plan; (iii) the receipt by the Borrower or any ERISA Affiliates from the PBGC or a plan administrator of any notice relating to the intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (iv) the receipt by the Borrower or any ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA; or (v) the occurrence of a nonexempt "prohibited transaction" with respect to which the Borrower, the other Loan Parties or their ERISA Affiliates is a "disqualified person" (within the meaning of Section 4975 of the Code) or with respect to which the Borrower or any ERISA Affiliate could otherwise be liable.

"Escrow Account": each account of the Borrower at an Escrow Bank subject to an Escrow Account Control Agreement, including without limitation, account number 36855852 located at Citibank, N.A.

"Escrow Account Control Agreement": each account control agreement among the Borrower, any Escrow Bank, and the Lender, such agreements to be reasonably satisfactory to the Lender, including without limitation the Deposit Agreement dated as of the Original Effective Date among the Lender, the Borrower and Citibank, N.A.

"Escrow Bank": Citibank, N.A. and each additional or replacement bank or other financial institution to which the Lender transfers or proposes to transfer Reserve Funds in accordance with Section 4.2(c).

"Eurocurrency Reserve Requirements": for any day as applied to a Eurodollar Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves) under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

"Eurodollar Base Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, the rate per annum determined on the basis of the rate for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on page LIBOR01 of the Reuters screen as of 11:00 a.m. (London time) two Business Days prior to the beginning of such Interest Period. In the event that such rate does not appear on such page of the Reuters screen (or otherwise on such screen), the Eurodollar Base Rate shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be selected by the Lender or, in the absence of such availability, by reference to the rate at which a reference institution selected by the Lender is offered Dollar deposits at or about 11:00 a.m. (New York City time) two Business Days prior to the beginning of such Interest Period in the interbank eurodollar market where its eurodollar and foreign currency and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

"Eurodollar Loans": Loans the rate of interest applicable to which is based upon the Eurodollar Rate.

"Eurodollar Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

$$\frac{\text{Eurodollar Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

; provided that, in no event shall the Eurodollar Rate be less than 2.00%.

"Event of Default": as defined in Section 7.1.

"Exchange Act": the Securities and Exchange Act of 1934, as amended.

"Exchange Rate": for any day with respect to any currency (other than Dollars), the rate at which such currency may be exchanged into Dollars, as set forth at 11:00 a.m. (New York time) on such day on the applicable Bloomberg currency page with respect to such currency. In the event that such rate does not appear on the applicable Bloomberg currency page, the Exchange Rate with respect to such currency shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the

Lender and the Borrower or, in the absence of such agreement, such Exchange Rate shall instead be the spot rate of exchange of a reference institution selected by the Lender in the London Interbank market or other market where such reference institution's foreign currency exchange operations in respect of such currency are then being conducted, at or about 11:00 a.m. (New York time) on such day for the purchase of Dollars with such currency, for delivery two Business Days later; provided, however, that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Lender may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Excluded Collateral": as defined on Schedule 3.28.

"Excluded Dispositions":

(a) Dispositions of inventory in the ordinary course of business;

(b) Dispositions of obsolete or worn-out property in the ordinary course of business, including leases with respect to facilities that are temporarily not in use or pending their Disposition;

(c) Dispositions of accounts receivable more than 90 days past due in connection with the compromise, settlement or collection thereof on market terms;

(d) Dispositions of any Capital Stock of any JV Subsidiary in accordance with the applicable joint venture agreement relating thereto;

(e) any Disposition of (i) any Guarantor's or Pledged Entity's Capital Stock or other assets or Property of the Borrower or any Guarantor to the Borrower or any Guarantor, or (ii) any Group Member's (other than a Guarantor's or Pledged Entity's) Capital Stock or other assets or Property of any Group Member (other than the Borrower or any Guarantor) to the Borrower, any Guarantor or any other Group Member;

(f) any Disposition of Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents;

(g) any Disposition by the Borrower or any of its Subsidiaries of any dealership property or Capital Stock in a dealership Subsidiary to the operating management of a dealership or any Disposition of property in connection with the dealer optimization plan, in each case in the ordinary course of business;

(h) [intentionally omitted];

(i) [intentionally omitted]; and

(j) the licensing and sublicensing of Patents, Trademarks and other Intellectual Property or other general intangibles to third persons on customary terms as determined by the board of directors, or such other individuals as they may delegate, in good faith and the ordinary course of business.

"Excluded Secured Indebtedness": secured (including on a first-priority basis) Indebtedness (other than Indebtedness described in clauses (a) through (r) (inclusive) and (u) of the definition of "Permitted Indebtedness") of the Covered Group Members in an aggregate amount not exceeding $6,000,000,000 comprised of term loan and/or revolving credit loan facilities (including without limitation Structured Financing), provided that, (i) the aggregate amount of commitments under the revolving credit facilities, if any, together with any revolving credit facilities constituting Additional Secured Indebtedness, shall not exceed $4,000,000,000, (ii) with respect to any revolving credit facility, the amount of Indebtedness thereunder for the purpose of determining compliance with clause (i) of this definition shall equal the commitment thereunder and (iii) if any Loan Party is an obligor or guarantor under such Indebtedness, the lenders party thereto (or an agent on behalf of such lenders) shall have executed and delivered an intercreditor agreement in form and substance reasonably satisfactory to the Lender, which may be an amendment, restatement, modification or supplement to the Intercreditor Agreement.

"Excluded Subsidiary": (i) any JV Subsidiary in which any Group Member owns less than 80% of the voting or economic interest, (ii) any Subsidiary that is a dealership, (iii) the Subsidiaries identified on Schedule 1.1G and any of the following: (A) any Securitization Subsidiary; (B) any Financing Subsidiary; (C) any Insurance Subsidiary; (D) any Subsidiary (and any parent or holding company thereof) that is primarily engaged in the investment management business or that is regulated by the Office of the Comptroller of the Currency; (E) until the Excluded Subsidiary Expiration Date, Adam Opel GmbH ("Opel") and its Subsidiaries as of the Effective Date and any other Group Member that is necessary to become a Subsidiary of Opel in connection with the restructuring and proposed sale of Opel; (F) until the Excluded Subsidiary Expiration Date, SAAB Automobile Investering A.B. ("SAAB") and its Subsidiaries as of the Effective Date and any other Group Member that is necessary to become a Subsidiary of SAAB in connection with the restructuring and proposed sale of SAAB; (G) until the Excluded Subsidiary Expiration Date, the Subsidiaries of Delphi Corporation as of the Effective Date and any Group Member established solely for the purpose of acquiring or operating any Subsidiary of Delphi Corporation or any portion of the business carried out by Delphi Corporation and its Subsidiaries as of the Effective Date; and (H) any other Subsidiaries approved by the Lender in writing.

"Excluded Subsidiary Expiration Date": December 31, 2010, as such date may be extended with the written consent of the Lender (or, in the event that the Treasury is not the sole Lender party to this Agreement, with the written consent of the Treasury).

"Excluded Taxes": as defined in Section 2.12.

"Executive Order": as defined in Section 3.19.

"Existing Agreements": the agreements of the Loan Parties and their Subsidiaries in effect (giving effect, where applicable, to their assumption by the applicable Person pursuant to any Transaction Document) on the Original Effective Date and any extensions, renewals and replacements thereof so long as any such extension, renewal and replacement could not reasonably be expected to have a material adverse effect on the rights and remedies of the Lender under any of the Loan Documents.

"Existing UST Term Loan Agreements": collectively, the Existing UST Term Loan Agreement (as defined in the DIP Credit Agreement) and the Loan and Security Agreement dated as of January 16, 2009 by and between GM Oldco and the Lender.

"Expense Policy": the Borrower's comprehensive written policy on excessive or luxury expenditures maintained and implemented in accordance with the Treasury regulations contained in 31 C.F.R. Part 30.

"Extraordinary Receipts": any (i) insurance proceeds (other than the proceeds of self-insurance) that are not the proceeds of a Recovery Event, (ii) downward purchase price adjustments (other than purchase price adjustments resulting from tax refunds received by Canadian Subsidiaries), (iii) tax refunds (other than tax refunds received by Canadian Subsidiaries), judgments and litigation settlements, pension plan reversions and indemnity payments, and (iv) similar receipts outside of the ordinary course of business in each case received by any Covered Group Member, in excess of (A) $25,000,000 if received by a Covered Group Member that is a Foreign Subsidiary, or (B) $15,000,000 if received by a Covered Group Member that is not a Foreign Subsidiary.

"Federal Funds Effective Rate": for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by JPMorgan Chase Bank, N.A. from three federal funds brokers of recognized standing selected by it (or, if JPMorgan Chase Bank, N.A. is no longer receiving such quotations for any reason, the average of such quotations received by a reference institution selected by the Lender).

"Final DIP Order": Final Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (a) Approving a DIP Credit Facility and Authorizing the Debtors to Obtain Post-Petition Financing Pursuant Thereto, (b) Granting Related Liens and Super-Priority Status, (c) Authorizing the Use of Cash Collateral and (d) Granting Adequate Protection to Certain Pre-Petition Secured Parties, dated June 25, 2009 by the United States Bankruptcy Court for the Southern District of New York, *In re General Motors Corporation et al.*, chapter 11 case no. 09-50026 (REG) (jointly administered).

"Financing Subsidiary": any Subsidiary that is primarily engaged in financing activities including, without limitation (a) debt issuances to, or that are guaranteed by, governmental or quasi-governmental entities (including any municipal, local, county, regional, state, provincial, national or international organization or agency), (b) lease transactions (including synthetic lease transactions and Sale/Leaseback Transactions permitted hereunder) and (c) lease and purchase financing provided by such Subsidiary to dealers and consumers.

"Fitch": Fitch, Inc. d/b/a Fitch IBCA.

"Foreign Assets Control Regulations": as defined in Section 3.19.

"Foreign 956 Subsidiary": any Non-U.S. Subsidiary of the Borrower that is a "controlled foreign corporation" as defined in Code Section 957.

"Foreign Subsidiary": any Subsidiary that is not a Domestic Subsidiary.

"Funding Office": the office of the Lender specified in Schedule 1.1A or such other office as may be specified from time to time by the Lender as its funding office by written notice to the Borrower.

"GAAP": generally accepted accounting principles as in effect from time to time in the United States.

"GM Canada": General Motors of Canada Limited, a corporation established pursuant to the laws of Canada.

"GM Oldco": Motors Liquidation Company (formerly known as General Motors Corporation), a Delaware corporation, a debtor and debtor-in-possession in a case pending under chapter 11 of the Bankruptcy Code.

"GM Oldco Parties": GM Oldco and its Subsidiaries that were Subsidiaries of GM Oldco immediately prior to the Original Effective Date.

"GMAC": GMAC LLC, a Delaware limited liability company, and its Subsidiaries.

"GMAC Reorganization": any transactions consummated for the purpose of or in connection with the Borrower or any of its Affiliates (a) not being in control of GMAC for purposes of the Bank Holding Company Act of 1956, (b) not being an affiliate of GMAC for purposes of Sections 23A or 23B of the Federal Reserve Act, or (c) otherwise complying with the commitments made by the Borrower to the Federal Reserve System with regard to GMAC, including but not limited to, in each case, (i) the Disposition of all or any portion of the Capital Stock owned by the Borrower in GMAC to one or more trusts, and (ii) the Disposition of all or any portion of such Capital Stock by any trustee of any such trust.

"Governmental Authority": any federal, state, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any federal, state or municipal court, in each case whether of the United States or a foreign jurisdiction.

"Group Members": the collective reference to the Borrower and its Subsidiaries.

"Guarantee Obligation": as to any Person, any obligation of such Person directly or indirectly guaranteeing any Indebtedness of any other Person or in any manner providing for the payment of any Indebtedness of any other Person or otherwise protecting the holder of such Indebtedness against loss (whether by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, or to take-or-pay or otherwise), provided that the term "Guarantee Obligation" shall not include (i) endorsements for collection or deposit in the ordinary course of business, or (ii) obligations to make servicing advances for delinquent taxes and insurance, or other obligations in respect of the Collateral, to the extent required by the Lender. The amount of any Guarantee Obligation of a Person shall be deemed to be an amount equal to the stated or determinable amount of the primary Indebtedness in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably

anticipated Indebtedness in respect thereof as determined by such Person in good faith. The terms "Guarantee" and "Guaranteed" used as verbs shall have correlative meanings.

"Guarantor": each Person listed on Schedule 1.1B and each other Person that becomes an Additional Guarantor.

"Guaranty": the Amended and Restated Guaranty and Security Agreement dated as of the Original Effective Date, executed and delivered by the Borrower and each Guarantor, substantially in the form of Exhibit A.

"Indebtedness": for any Person: (a) obligations created, issued or incurred by such Person for borrowed money (whether by loan, the issuance and sale of debt securities or the sale of Property to another Person subject to an understanding or agreement, contingent or otherwise, to repurchase such Property from such Person (other than any repurchase obligations accounted for as operating leases)); (b) obligations of such Person to pay the deferred purchase or acquisition price of Property or services (other than trade payables or obligations associated with the purchase of tooling, machinery, equipment and engineering and design services, in each case incurred in the ordinary course of business); (c) indebtedness of others of the type referred to in clauses (a), (b), (d), (e), (f), (g) and (i) of this definition secured by a Lien on the Property of such Person, whether or not the respective indebtedness so secured has been assumed by such Person (provided, that for purposes of this Agreement the amount of such Indebtedness shall be deemed to be the lower of (x) the book value of such Property and (y) the principal amount of the indebtedness secured by such Property); (d) obligations (contingent or otherwise) of such Person in respect of letters of credit or similar instruments issued or accepted by banks and other financial institutions for the account of such Person; (e) Capital Lease Obligations or Attributable Obligations of such Person; (f) [intentionally omitted]; (g) indebtedness of others of the type referred to in clauses (a), (b), (d), (e), (f), (h) and (i) of this definition guaranteed by such Person; (h) all purchase money indebtedness of such Person; (i) indebtedness of general partnerships of which such Person is a general partner unless the terms of such indebtedness expressly provide that such Person is not liable therefor; (j) [intentionally omitted]; (k) [intentionally omitted]; and (l) any other indebtedness of such Person evidenced by a note, bond, debenture or similar instrument; provided, however, that Indebtedness shall exclude any obligations related to the hourly pension plans of Delphi Corporation and its Affiliates.

"Indemnified Liabilities": as defined in Section 8.5.

"Indemnitee": as defined in Section 8.5.

"Ineligible Acquirer": any Person (i) directly involved in the manufacture of motor vehicles or the business of which is restricted primarily to the financing of the sale or lease of motor vehicles or (ii) having beneficial ownership of 20% or more of the Capital Stock of a Person described in clause (i).

"Initial Borrower": as defined in the preamble hereto.

"Initial Note": the amended and restated promissory note of the Borrower evidencing the Loans and delivered to the Lender on the Original Effective Date pursuant to Section 4.1(a)(vi) of the Existing Credit Agreement.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of section 4245 of ERISA.

"Insurance Subsidiary": shall mean (i) any Subsidiary that is required to be licensed as an insurer or reinsurer or that is primarily engaged in insurance or reinsurance any (ii) any Subsidiary of a Person described in clause (i) above.

"Intellectual Property": all Patents, Trademarks and Copyrights owned by any Loan Party, and all rights under any Licenses to which a Loan Party is a party.

"Intellectual Property Pledge Agreement": the Amended and Restated Intellectual Property Pledge Agreement dated as of the Original Effective Date, by and among each Loan Party and the Lender, substantially in the form of Exhibit K.

"Intercreditor Agreement": the Intercreditor Agreement dated as of the Original Effective Date, by and between the Lender and the VEBA.

"Interest Expense": for any Person for any period, consolidated total interest expense of such Person and its Subsidiaries for such period and including, in any event, costs under interest rate swap agreements, interest rate cap agreements, interest rate collar agreements and interest rate insurance for such period.

"Interest Payment Date": (a) as to any ABR Loan, the first day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurodollar Loan, the last day of such Interest Period, and (c) as to any Loan, the date of any repayment or prepayment made in respect thereof.

"Interest Period": as to any Eurodollar Loan, (i) initially, the period commencing on the Borrowing Date (as defined in the DIP Credit Agreement) with respect to such Loan and ending three months thereafter; and (ii) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Loan and ending three months thereafter; provided that all of the foregoing provisions relating to Interest Periods are subject to the following:

(A) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(B) any Interest Period that would otherwise extend beyond the Maturity Date shall end on the Maturity Date; and

(C) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period.

"Investments": any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase of any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or any other investment in, any Person.

"JV Agreement": each partnership or limited liability company agreement (or similar agreement) between a Covered Group Member or one of its Subsidiaries and the relevant JV Partner as the same may be amended, restated, supplemented or otherwise modified from time to time, in accordance with the terms hereof.

"JV Partner": each Person party to a JV Agreement that is not a Loan Party or one of its Subsidiaries.

"JV Subsidiary": any Subsidiary of a Group Member which is not a Wholly Owned Subsidiary and as to which the business and management thereof is jointly controlled by the holders of the Capital Stock therein pursuant to customary joint venture arrangements.

"Lender": as defined in the preamble hereto.

"Licenses": collectively, the Copyright Licenses, the Trademark Licenses and the Patent Licenses.

"Lien": any mortgage, pledge, security interest, lien or other charge or encumbrance (in the nature of a security interest and other than licenses of Intellectual Property), including the lien or retained security title of a conditional vendor, upon or with respect to any property or assets.

"Loan Documents": this Agreement, the Notes, the Environmental Agreement, the Collateral Documents, the Post-Closing Letter and each other post-closing letter or agreement now and hereafter entered into among the parties hereto.

"Loan Parties": the Borrower and each Guarantor.

"Loans": as defined in Section 2.1.

"Master Transaction Agreement": the Amended and Restated Master Sale and Purchase Agreement dated as of June 26, 2009 among GM Oldco, the Sellers and the Borrower, as amended by the First Amendment dated as of June 30, 2009 and the Second Amendment dated as of July 5, 2009, as amended, supplemented or modified from time to time in accordance with Section 6.6.

"Material Adverse Effect": a material adverse effect on (a) the business, operations, property, condition (financial or otherwise) or prospects of (i) the North American Group Members (taken as a whole) or (ii) the Group Members (taken as a whole), (b) the ability of the Loan Parties (taken as a whole) to perform their obligations under any of the Loan Documents to which they are a party, (c) the validity or enforceability in any material respect of any of the Loan Documents to which the Loan Parties are a party, (d) the rights and remedies of the Lender under any of the Loan Documents, or (e) the Collateral (taken as a whole); provided

that (w) the taking of any action by the Borrower and its Subsidiaries, including the cessation of production, pursuant to and in accordance with the Budget, (x) the filing and continuance of the Cases and the orders thereunder, and (y) any action taken pursuant to the Section 363 Sale Order shall not be taken into consideration.

"Material Covered Group Member": the Borrower and any other Covered Group Member to the extent the proportionate share of the total assets of such other Covered Group Member (including, without duplication, the equity value of Subsidiaries of such other Covered Group Member, and after intercompany eliminations in accordance with GAAP) exceeds 5% of the Consolidated total assets of the Group Members, in each case, as of the end of the most recent fiscal quarter of the Borrower.

"Maturity Date": the date on which the earliest to occur of (such earliest date, which may be extended by the Lender in its sole discretion in accordance with Section 8.1): (a) the sixth anniversary of the Original Effective Date and (b) the acceleration of any Loans in accordance with the terms of this Agreement.

"Moody's": Moody's Investors Service, Inc. and its successors.

"Mortgage": each of the mortgages and deeds of trust made by the Borrower or any Guarantor in favor of, or for the benefit of, the Lender, substantially in the form of Exhibit J, taking into consideration the law and jurisdiction in which such mortgage or deed of trust is to be recorded or filed, to the extent applicable.

"Mortgaged Property": each property listed on Schedule 1.1C, as to which the Lender shall be granted a Lien pursuant to the Mortgages.

"Multiemployer Plan": a multiemployer plan defined as such in Section 3(37) of ERISA to which contributions are required to be made by any Loan Party or any ERISA Affiliate or to which any Loan Party or any ERISA Affiliate may have any direct or indirect liability or obligation contingent or otherwise.

"Net Cash Proceeds": with respect to any event, (a) the cash proceeds received in respect of such event including (i) any cash received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but excluding any interest payments), but only as and when received, (ii) in the case of a casualty, insurance proceeds and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments, net of (b) the sum of (i) all reasonable fees and out-of-pocket expenses paid to third parties (other than Affiliates) in connection with such event, (ii) in the case of a Disposition of an asset (including pursuant to a Sale/Leaseback Transaction or a casualty or a condemnation or similar proceeding), the amount of all payments required to be made as a result of such event to repay Indebtedness (other than the Loans) secured by such asset or otherwise subject to mandatory prepayment or lease obligations, as applicable, as a result of such event and (iii) the amount of all taxes paid (or reasonably estimated to be payable, including under any tax sharing arrangements or as Permitted Tax Distributions) and, with respect to amounts that will be expatriated as a result of any event attributable to a Non-U.S. Subsidiary,

the amount of any taxes (including Permitted Tax Distributions) that will be payable by any applicable Group Member as a result of the expatriation, and the amount of any reserves established to fund contingent liabilities reasonably estimated to be payable, in each case that are directly attributable to such event (as determined reasonably and in good faith by a Responsible Officer); provided that, Net Cash Proceeds shall exclude funds that GM Canada or any of the Canadian Guarantors are required to use to repay the loans under the Canadian Facility.

"Net Income": for any period, the net income (or loss) of the Borrower and its Subsidiaries calculated on a consolidated basis for such period determined in accordance with GAAP.

"Newco Loan Assumption Agreement": the Assignment and Assumption Agreement dated as of the Original Effective Date, between GM Oldco, as assignor, and the Borrower, as assignee; as in effect on such date.

"Non-Excluded Taxes": as defined in Section 2.12.

"Non-U.S. Lender": as defined in Section 2.12.

"Non-U.S. Subsidiary": any Subsidiary of any Loan Party that is not a U.S. Subsidiary.

"North American Group Members": collectively, the Loan Parties and each Domestic Subsidiary of a Loan Party that is not an Excluded Subsidiary.

"Notes": collectively, the Initial Note and any promissory notes issued in connection with an assignment as contemplated by Section 2.3(b).

"Obligations": the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Loan Party, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of any Loan Party to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Lender that are required to be paid by any Loan Party pursuant hereto) or otherwise.

"OFAC": the Office of Foreign Assets Control of the Treasury.

"Original Effective Date": July 10, 2009.

"Other Foreign 956 Subsidiary": any Non-U.S. Subsidiary substantially all of the value of whose assets consist of equity of one or more Foreign 956 Subsidiaries for U.S. federal income tax purposes.

"Other Taxes": any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document (excluding, in each case, amounts imposed on an assignment, a grant of a Participation or other transfer of an interest in the Loan or any Loan Document).

"Outstanding Amount": as of any date of determination (a) with respect to Indebtedness, the aggregate outstanding principal amount thereof, (b) with respect to banker's acceptances, letters of credit or letters of guarantee, the aggregate undrawn, unexpired face amount thereof plus the aggregate unreimbursed drawn amount thereof, (c) with respect to hedging obligations, the aggregate amount recorded by the Borrower or any Subsidiary as its net termination liability thereunder calculated in accordance with the Borrower's customary accounting procedures, (d) with respect to cash management obligations or guarantees, the aggregate maximum amount thereof (i) that the relevant cash management provider is entitled to assert as such as agreed from time to time by the Borrower or any Subsidiary and such provider or (ii) the principal amount of the Indebtedness being guaranteed or, if less, the maximum amount of such guarantee set forth in the relevant guarantee and (e) with respect to any other obligations, the aggregate outstanding amount thereof.

"Outstanding Principal": as defined in the VEBA Note Facility.

"Participant": as defined in Section 8.6(c).

"Participation": as defined in Section 8.6(c).

"Patent Licenses": all licenses, contracts or other agreements, whether written or oral, naming a Loan Party as licensee or licensor and providing for the grant of any right to manufacture, use, lease, or sell any invention, design, idea, concept, method, technique, or process covered by any Patent (including, without limitation, all Patent Licenses set forth in Schedule 3.25 hereto).

"Patents": all domestic and foreign letters patent, design patents, utility patents, industrial designs, and all intellectual property rights in inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, and other general intangibles of like nature, now existing or hereafter acquired or owned by a Loan Party (including, without limitation, all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Schedule 3.25 hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, re-examinations, divisions, continuations, continuations in part and extensions or renewals thereof.

"PBGC": the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

"Permitted Holders": any holder of any Capital Stock of the Borrower as of the Original Effective Date, including, with respect to Capital Stock held by any GM Oldco Party, (i) a "liquidating trust," within the meaning of Treas. Reg. § 301.7701-4, to which such GM Oldco Party's assets are distributed, or (ii) any other entity established for the sole purpose of liquidating the assets of such GM Oldco Party.

"Permitted Indebtedness":

(a) Indebtedness created under any Loan Document;

(b) purchase money Indebtedness for real property, improvements thereto or equipment or personal property hereafter acquired (or, in the case of improvements, constructed) by, or Capital Lease Obligations of, any Covered Group Member, provided that, the aggregate principal balance of such Indebtedness shall not exceed $2,000,000,000 at any one time outstanding;

(c) trade payables, if any, in the ordinary course of its business;

(d) Indebtedness existing on the Original Effective Date;

(e) intercompany Indebtedness in the ordinary course of business, provided that, (i) the Borrower has complied with Sections 5.2(i) and 5.32, to the extent necessary, and (ii) the right to receive any repayment of such Indebtedness from any Loan Party (other than any scheduled payments so long as no Event of Default has occurred and is continuing) shall be subordinated to the Lender's rights to receive repayment of the Obligations;

(f) Indebtedness under the Canadian Facility and the guarantee by the Borrower of the obligations thereunder;

(g) Indebtedness existing at the time any Person merges with or into or becomes a Covered Group Member and not incurred in connection with, or in contemplation of, such Person merging with or into or becoming a Covered Group Member; provided that any such merger shall comply with Section 6.1;

(h) Swap Agreements that are not entered into for speculative purposes;

(i) Indebtedness, including letters of credit, bankers' acceptances and similar instruments issued in the ordinary course of business, in respect of the financing of insurance premiums, customs, stay, performance, bid, surety or appeal bonds and similar obligations, completion guaranties, "take or pay" obligations in supply agreements, reimbursement obligations regarding workers' compensation claims, indemnification, adjustment of purchase price and similar obligations incurred in connection with the acquisition or disposition of any business or assets, and sales contracts, coverage of long-term counterparty risk in respect of insurance companies, purchasing and supply agreements, rental deposits, judicial appeals and service contracts;

(j) Indebtedness incurred in the ordinary course of business in connection with cash management and deposit accounts and operations, netting services, employee credit card programs and similar arrangements and Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, provided that such Indebtedness (other than employee credit card programs and similar arrangements) is extinguished within five Business Days of its incurrence;

(k) any guarantee of any Indebtedness described in any clause of this definition;

(l) Indebtedness entered into under Section 136 of EISA;

(m) any extensions, renewals, exchanges or replacements of Indebtedness of the kind described in clauses (a), (d), (f), (g), (i), (l), (n), (q), (r), (s), (t) and (u) of this definition to the extent (i) the principal amount of or commitment for such Indebtedness is not increased (except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable fees and expenses incurred in connection with such extension, renewals or replacement), (ii) neither the final maturity nor the weighted average life to maturity of such Indebtedness is decreased, (iii) such Indebtedness, if subordinated in right of payment to the Lender of the Indebtedness under this Agreement, remains so subordinated on terms no less favorable to the Lender, and (iv) solely with respect to Indebtedness of the kind described in clause (s) for which an intercreditor agreement was required pursuant to this Agreement, the Borrower delivers to the Lender an intercreditor agreement in form and substance substantially similar to the then-existing intercreditor agreement relating to such Indebtedness (or, to the extent such intercreditor agreement is not substantially similar to such existing intercreditor agreement, subject to the Lender's reasonable approval of any differences that are less favorable to the Lender than in such existing intercreditor agreement), which may be an amendment, restatement, modification or supplement to the Intercreditor Agreement;

(n) any Sale/Leaseback Transaction; provided that, if on the date such Indebtedness is incurred, the Consolidated Leverage Ratio is greater than or equal to 3.00 to 1.00 after giving pro forma effect to such Indebtedness, an amount equal to the Applicable Net Cash Proceeds of the Attributable Obligations under such Sale/Leaseback Transaction shall be applied as a prepayment of the Loans in accordance with Section 2.5(a);

(o) [intentionally omitted];

(p) any transactions undertaken by the Canadian Subsidiaries with 1908 Holdings, Parkwood Holdings Ltd., or GM Overseas Funding LLC in the ordinary course of business, consistent with past practice of the GM Oldco Parties;

(q) Indebtedness under the VEBA Note Facility;

(r) Indebtedness under the Supplier Receivables Facility;

(s) Excluded Secured Indebtedness and Additional Secured Indebtedness;

(t) Permitted Unsecured Indebtedness; and

(u) Indebtedness incurred in connection with the obligations of General Motors of Canada Limited to the Independent Canadian Health Care Trust in accordance with and as contemplated by the Framework of Principles Governing the Conception, Goals and Operation of an Independent Canadian Health Care Trust dated May 21, 2009 and the GMCL-CAW HCT Term Sheet dated June 26, 2009.

"Permitted Liens": with respect to any Property of the Covered Group Members:

(a) Liens created under the Loan Documents;

(b) Liens on Property of a Covered Group Member existing on the Original Effective Date (including Liens on Property of a Covered Group Member pursuant to Existing Agreements; provided that such Liens, and any renewal, replacement, amendment, extension or modification in whole or in part thereof, shall secure only those obligations that they secured on the Original Effective Date and any permitted refinancing thereof);

(c) any Lien existing on any Property prior to the acquisition thereof by the Borrower or a Covered Group Member or existing on any Property of any Person that has become or becomes a Covered Group Member after the Original Effective Date prior to the time such Person becomes a Covered Group Member; provided that (x) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Covered Group Member, (y) such Lien does not apply to any other Property or assets of the Borrower or a Covered Group Member, and (z) such Lien, and any renewal, replacement, amendment, extension or modification in whole or in part thereof, secures only those obligations that it secures on the date of such acquisition or the date such Person becomes a Covered Group Member, as the case may be;

(d) Liens for taxes, assessments, governmental charges and utility charges not yet due or that are being contested in good faith, by proper proceedings diligently pursued, and as to which adequate reserves have been provided;

(e) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business and securing obligations that are not due and payable or that are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been provided for in accordance with GAAP;

(f) Liens securing Indebtedness permitted by clause (i) of the definition of "Permitted Indebtedness"; provided that, the aggregate principal balance of the Indebtedness at any one time outstanding secured by such Liens shall not exceed the greater of (x) $1,200,000,000 and (y) the maximum amount of such Indebtedness secured by such Liens permitted to be issued or incurred by Covered Group Members and

Structured Financing Subsidiaries under any Excluded Secured Indebtedness and Additional Secured Indebtedness;

(g) Liens securing Swap Agreements permitted by clause (h) of the definition of "Permitted Indebtedness";

(h) Liens securing Indebtedness permitted by clause (j) of the definition of "Permitted Indebtedness";

(i) customary Liens in favor of trustees and escrow agents, and netting and set-off rights, banker's liens and the like in favor of counterparties to financial obligations and instruments;

(j) Liens securing Indebtedness incurred under Section 136 of EISA;

(k) pledges and deposits made in the ordinary course of business in compliance with workmen's compensation, unemployment or other insurance and other social security laws or regulations;

(l) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, surety, customs and appeal bonds, performance bonds and other obligations of a like nature, or to secure the payment of import or customs duties, in each case incurred in the ordinary course of business;

(m) zoning and environmental restrictions, easements, licenses, encroachments, covenants, servitudes, rights-of-way, restrictions on use of real property or groundwater, institutional controls and other similar encumbrances or deed restrictions incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and do not materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of the Borrower or any Covered Group Member;

(n) purchase money security interests in real property, improvements thereto or equipment or personal property hereafter acquired (or, in the case of improvements, constructed) by the Borrower or a Covered Group Member, including pursuant to Capital Lease Obligations; provided that (i) such security interests secure Indebtedness permitted by Section 6.9, (ii) such security interests are incurred, and the Indebtedness secured thereby is created, within 90 days after such acquisition (or construction), (iii) the Indebtedness secured thereby does not exceed the lesser of the cost or the fair market value of such real property, improvements or equipment at the time of such acquisition (or construction) and (iv) such security interests do not apply to any other property or assets of the Borrower or any Covered Group Member;

(o) judgment Liens securing judgments not constituting an Event of Default under Section 7.1(n);

(p) any Lien consisting of rights reserved to or vested in any Governmental Authority by statutory provision;

(q) Liens securing Indebtedness described in clauses (d), (e), (f), (n), (q) and (s) of the definition of "Permitted Indebtedness";

(r) pledges or deposits made to secure reimbursement obligations in respect of letters of credit issued to support any obligations or liabilities described in clauses (k) or (l) of this definition;

(s) Liens securing the Supplier Receivables Facility;

(t) [intentionally omitted];

(u) statutory Liens incurred or pledges or deposits made in favor of a Governmental Authority to secure the performance of obligations of the Borrower and its Subsidiaries under Environmental Laws to which any assets of the Borrower or any such Subsidiary are subject;

(v) other Liens created or assumed in the ordinary course of business of the Borrower and the Covered Group Member; provided that the obligations secured by all such Liens shall not exceed the principal amount of $100,000,000 in the aggregate at any one time outstanding;

(w) Liens on securities accounts (other than Liens to secure Indebtedness);

(x) Liens under industrial revenue, municipal or similar bonds, only to the extent the corresponding Indebtedness is Permitted Indebtedness;

(y) servicing agreements, development agreements, site plan agreements and other agreements with Governmental Authorities pertaining to the use or development of any of the properties and assets of the Borrower or any Subsidiary consisting of real property, provided the same are complied with;

(z) Liens arising from security interests granted by Persons who are not Affiliates of the Borrower in such Person's co-ownership interest in Intellectual Property that such Person co-owns together with any Group Member; and

(aa) during the Challenge Period, Liens securing Reserved Claims.

"Permitted Tax Distributions": distributions by the Borrower to the parent of the Borrower to permit such Person to (i) pay any franchise taxes and other fees, taxes and expenses required to maintain such Person's corporate existence and (ii) pay any taxes that are attributable to the income, business or operations of the Borrower or any Subsidiaries of the Borrower.

"Permitted Unsecured Indebtedness": unsecured Indebtedness of the Covered Group Members other than unsecured Indebtedness described in clauses (a) through (r) inclusive and (u) of the definition of "Permitted Indebtedness", provided that, (i) in the event that such

unsecured Indebtedness, when aggregated with all other Permitted Unsecured Indebtedness of the Covered Group Members then outstanding or to be issued or incurred simultaneously with such unsecured Indebtedness, exceeds $1,000,000,000, then on the date such Indebtedness is incurred, the Consolidated Leverage Ratio shall be less than 3.00 to 1.00 after giving pro forma effect to the incurrence of such Indebtedness, (ii) with respect to any revolving credit facility, the amount of Indebtedness for the purpose of determining compliance with clause (i) of this definition shall equal the related commitment thereunder and (iii) a portion of the Net Cash Proceeds of such Indebtedness (other than revolving credit loans) are used to prepay the Loans in accordance with Section 2.5(a).

"Person": any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, unincorporated association or government (or any agency, instrumentality or political subdivision thereof) or other entity of whatever nature.

"Plan": an employee benefit or other plan covered by Title IV of ERISA, other than a Multiemployer Plan, which is sponsored, established, contributed to or maintained by any Loan Party or any ERISA Affiliate, for which any of the Loan Parties or any of their respective ERISA Affiliates could have any liability, whether actual or contingent (whether pursuant to Section 4069 of ERISA or otherwise) or which any of the Loan Parties or any of their respective ERISA Affiliates previously maintained or contributed to during the six years prior to the Original Effective Date.

"Pledged Entity": a Subsidiary of a Loan Party whose Capital Stock is subject to a security interest in favor of the Lender pursuant to the Collateral Documents.

"Pledgors": the parties set forth on Schedule 1.1D and each other Person that makes a pledge in favor of the Lender under the Equity Pledge Agreement.

"Post-Closing Letter": as defined in the recitals hereto.

"Prime Rate": the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. (or if JPMorgan Chase Bank, N.A. is no longer announcing such a rate for any reason, another reference institution selected by the Lender) as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMorgan Chase Bank, N.A. or such other reference institution in connection with extensions of credit to borrowers).

"Pro Forma Cost Savings": with respect to any period, the reduction in net costs and related adjustments that (i) were directly attributable to an acquisition or a Disposition that occurred during the four-quarter period or after the end of the four-quarter period and on or prior to the applicable calculation date and calculated on a basis that is consistent with Regulation S-X, (ii) were actually implemented by the business that was the subject of any such acquisition or Disposition within six months after the date of the acquisition or Disposition and prior to the applicable calculation date that are supportable and quantifiable by the underlying accounting records of such business or (iii) relate to the business that is the subject of any such acquisition or Disposition and that the Borrower reasonably determines are probable based upon specifically

identifiable actions to be taken within six months of the date of the acquisition or Disposition and, in the case of each of (i), (ii) and (iii), are described, as provided below, in an officers' certificate, as if all such reductions in costs had been effected as of the beginning of such period. Pro Forma Cost Savings described above shall be set forth in a certificate delivered to the Lender from the Borrower's chief financial officer, treasurer or assistant treasurer that outlines the specific actions taken or to be taken, the net cost savings achieved or to be achieved from each such action and that, in the case of clause (iii) above, such savings have been determined to be probable.

"Prohibited Jurisdiction": any country or jurisdiction, from time to time, that is the subject of a prohibition order (or any similar order or directive), sanctions or restrictions promulgated or administered by any Governmental Authority of the United States.

"Prohibited Person": any Person:

(a) subject to the provisions of the Executive Order;

(b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is subject to the provisions of the Executive Order;

(c) with whom the Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order;

(d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order;

(e) that is named as a "specially designated national and blocked person" on the most current list published by the OFAC at its official website, http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf or at any replacement website or other replacement official publication of such list; or

(f) who is an Affiliate or affiliated with a Person listed above.

"Property": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"Records": all books, instruments, agreements, customer lists, credit files, computer files, storage media, tapes, disks, cards, software, data, computer programs, printouts and other computer materials and records generated by other media for the storage of information maintained by any Person with respect to the business and operations of the Loan Parties and the Collateral.

"Recovery Event": any settlement of or payment in respect of any property or casualty insurance claim (other than the proceeds of any self-insurance) or any condemnation proceeding relating to any asset of any Covered Group Member in each case, in excess of (i) $25,000,000 if received by a Covered Group Member that is a Foreign Subsidiary, or (ii) $15,000,000 if received by a Covered Group Member that is not a Foreign Subsidiary.

"Register": as defined in Section 8.6(b).

"Registration Rights Agreement": the Equity Registration Rights Agreement dated as of the Original Effective Date, by and among the Borrower, the Lender, the Canadian Subscriber, the VEBA and GM Oldco.

"Regulation D": Regulation D of the Board as in effect from time to time.

"Reinvestment Deferred Amount": with respect to any Reinvestment Event, an amount equal to the specified portion of the Net Cash Proceeds received by any Covered Group Member in connection therewith that is intended to be reinvested as stated in the applicable Reinvestment Notice.

"Reinvestment Event": any Asset Sale or Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

"Reinvestment Notice": a written notice executed by a Responsible Officer stating that no Default or Event of Default has occurred and is continuing and that the Borrower (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event (or committed to be expended pursuant to a binding contract) to acquire or repair assets useful in its business.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended (or committed to be expended pursuant to a binding contract) prior to the relevant Reinvestment Prepayment Date to acquire or repair assets useful in the Borrower's business.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (a) the date occurring one year after such Reinvestment Event and (b) the date on which the Borrower shall have made a final determination not to, or shall have otherwise ceased to, acquire or repair assets useful in the Borrower's business with all or any portion of the relevant Reinvestment Deferred Amount.

"Related Transactions": each of the transactions described in the Transaction Documents.

"Relevant Period": the period beginning on the Original Effective Date and ending on the date that is the latest to occur of the date the Treasury ceases to own any (i) direct or indirect Capital Stock in the Borrower and (ii) Loans hereunder.

"Replacement Borrower": as defined in Section 6.1.

"Replacement Guarantor": as defined in Section 6.1.

"Reportable Event": any of the events set forth in section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the thirty day notice period referred to in section 4043(c) of ERISA have been waived.

"Requirements of Law": as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court of competent jurisdiction or other Governmental Authority, in each case applicable to and binding upon such Person and any of its property, and to which such Person and any of its property is subject.

"Reserve Disbursement": as defined in Section 4.2(a)(iii).

"Reserve Funds": a portion of the Loans deposited on or prior to the Original Effective Date into the Escrow Account in an amount equal to $16,425,000,000, which shall be disbursed in accordance with Section 4.2.

"Reserve Notice": with respect to any request for a Reserve Disbursement hereunder, a notice from the Borrower delivered to the Lender, substantially in the form of Exhibit H-1.

"Reserve Reporting Termination Date": the date that is the earlier of (i) the date that the balance of the Escrow Account is zero and (ii) June 30, 2010.

"Reserved Claims": as defined in the Final DIP Order.

"Responsible Officer": as to any Person, the chief executive officer or, with respect to financial matters (including, without limitation those matters set forth in Section 5.2(h)), the chief financial officer, treasurer or assistant treasurer of such Person, an individual so designated from time to time by such Person's board of directors or, for the purposes of Section 5.2 only (other than Section 5.2(h)), the secretary or an assistant secretary of the Borrower, or, in the event any such officer is unavailable at any time he or she is required to take any action hereunder, "Responsible Officer" shall mean any officer authorized to act on such officer's behalf as demonstrated by a certificate or corporate resolution (or equivalent); provided that the Lender is notified in writing of the identity of such Responsible Officer. Unless otherwise qualified, all references to "Responsible Officer" in this Agreement shall refer to a Responsible Officer of the Borrower.

"Restricted Cash": cash, in whatever currency of denomination, and Cash Equivalents of the Borrower or any of its Subsidiaries (i) that is subject to a Lien other than (x) cash and Cash Equivalents subject to the Liens created pursuant to the Loan Documents (except for Restricted Reserve Funds), (y) ordinary course set-off rights of depository banks for charges and fees related to amounts held therewith and (z) Liens for the benefit of any Loan Party arising under intercompany transactions, or (ii) the use of which is otherwise restricted pursuant to any Requirement of Law or Contractual Obligation (other than the Loan Documents except to the extent specified above). Notwithstanding the foregoing, none of the cash, in whatever currency of denomination, and Cash Equivalents of the Borrower or any of its Subsidiaries deposited with a trustee of the VEBA or any other short-term or long-term voluntary employee's beneficiary association which the Borrower or relevant Subsidiary may access on an unrestricted basis for use in its business shall constitute Restricted Cash.

"Restricted Payments": as defined in Section 6.5.

"Restricted Reserve Funds": on any date of determination, an amount equal to the excess, if any, of the amount of Reserve Funds on such date over the aggregate principal amount of the Loans and loans under the Canadian Facility outstanding on such date.

"Restructuring": the contemplated restructuring of the Initial Borrower and its Subsidiaries previously disclosed by the Initial Borrower to the Lender including, without limitation, the acquisition, directly or indirectly, of 100% of the equity interests in the Initial Borrower by an intermediate holding company and the assumption of the Obligations of the Initial Borrower by such intermediate holding company as the Replacement Borrower.

"S&P": Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies and its successors.

"Sale/Leaseback Transaction": any arrangement with any Person providing for the leasing by any Covered Group Member or Financing Subsidiary of real or personal property that has been or is to be sold or transferred by the applicable Group Member to such Person, including any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of the applicable Group Member.

"SEC": the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

"Section 363 Sale": as defined in Section 4.1(b).

"Section 363 Sale Order": as defined in Section 4.1(b).

"Securities Act": the United States Securities Act of 1933, as amended.

"Securitization Subsidiary": any Subsidiary formed for the purpose of, and that engages in, one or more receivables or securitization financing facilities and other activities reasonably related thereto.

"Sellers": the sellers party to the Master Transaction Agreement.

"Senior Employee": any of the 25 most highly compensated employees (including the SEOs) of the Borrower and its Subsidiaries, as determined pursuant to the rules set forth in 31 C.F.R. Part 30.

"SEO": a Senior Executive Officer as defined in the EESA and any interpretation of such term by the Treasury thereunder, including the rules set forth in 31 C.F.R. Part 30.

"Special Inspector General of the Troubled Asset Relief Program": The Special Inspector General of the Troubled Asset Relief Program, as contemplated by Section 121 of the EESA.

"Specified Benefit Plan": any employee benefit plan within the meaning of section 3(3) of ERISA and any other plan, arrangement or agreement which provides for compensation, benefits, fringe benefits or other remuneration to any employee, former employee,

individual independent contractor or director, including any bonus, incentive, supplemental retirement plan, golden parachute, employment, individual consulting, change of control, bonus or retention agreement, whether provided directly or indirectly by any Group Member or otherwise.

"Stockholders Agreement": the Stockholders Agreement dated as of the Original Effective Date, among the Borrower, the Lender, the Canadian Subscriber and the VEBA.

"Structured Financing": Indebtedness (including any Sale/Leaseback Transaction) issued or incurred by any Structured Financing Subsidiary.

"Structured Financing Subsidiary": any Financing Subsidiary or Securitization Subsidiary.

"Subsidiary": with respect to any Person, any corporation, partnership, limited liability company or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership or other entity shall have or shall have the right to have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person. Unless otherwise qualified, all references to a "Subsidiary" or "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Supplier Receivables Facility": that certain Amended and Restated Credit Agreement, dated as of July 24, 2009 but effective as of July 10, 2009, between Supplier SPV and the Treasury.

"Supplier SPV": GM Supplier Receivables LLC, a Delaware limited liability company.

"Swap Agreement": any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of its Subsidiaries shall be a "Swap Agreement."

"TARP Covenants": the collective reference to the affirmative covenants in Sections 5.2(l), 5.2(m), 5.16, 5.17, 5.18, 5.19, 5.20, 5.21, 5.25 and 5.27.

"taxes": except as the context otherwise requires, all taxes of any kind or nature whatsoever together with penalties, fines, additions to tax and interest thereon.

"Trademark Licenses": all licenses, contracts or other agreements, whether written or oral, naming any Loan Party as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all inventory now or hereafter owned by any Loan Party and now or hereafter covered by such licenses (including, without limitation, all Trademark Licenses described in Schedule 3.25 hereto).

"Trademarks": all domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, corporate names, business names, d/b/as, Internet domain names, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, or acquired by any Loan Party (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade dress, trade names, business names, d/b/as, Internet domain names, designs, logos and other source or business identifiers described in Schedule 3.25 hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks.

"Trading With the Enemy Act": as defined in Section 3.19.

"Transaction Documents": each of, and collectively, (i) the Master Transaction Agreement, (ii) the Section 363 Sale Order, (iii) the Borrower's Organizational Documents, (iv) the UAW Retiree Settlement Agreement, (v) the Transition Services Agreement and (vi) the related manufacturing agreements, asset purchase agreements, organizational documents, finance support agreements and all other related documentation, each as amended, supplemented or modified from time to time in accordance with Section 6.6.

"Transferee": any Assignee or Participant.

"Transition Services Agreement": as defined in the Master Transaction Agreement.

"Treasury": as defined in the preamble hereto.

"Treasury's Percentage": on any date of determination, (i) in the event that the Treasury is the sole Lender party to this Agreement, 100%, and (ii) in the event that there is more than one Lender party to this Agreement, a percentage equal to (x) the aggregate outstanding principal amount of Loans held by the Treasury on such date divided by (y) the aggregate outstanding principal amount of Loans held by all Lenders on such date.

"U.S. Subsidiary": any Subsidiary of any Loan Party that is organized or existing under the laws of the United States or any state thereof or the District of Columbia.

"UAW": the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

"UAW Retiree Settlement Agreement": as defined in the Master Transaction Agreement.

"Uniform Commercial Code": the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

"United States": the United States of America.

"United States Subscription Agreement": as defined in the Canadian Facility.

"USA PATRIOT Act": as defined in Section 3.18(d).

"UST Facility Percentage": on any date of determination, a percentage equal to (x) the aggregate outstanding principal balance of the Loans on such date divided by (y) an amount equal to the sum of (i) the aggregate outstanding principal balance of the Loans on such date and (ii) the aggregate Outstanding Principal of the VEBA Note Facility on such date.

"UST Rejection Notice": a notice from the Treasury to the Borrower rejecting a mandatory prepayment under this Agreement following the initial offer to repay the loans thereunder in accordance with Section 2.5(g) hereof.

"VEBA": the trust fund established pursuant to the UAW Retiree Settlement Agreement.

"VEBA Note Facility": the Amended and Restated Secured Note Agreement, dated as of or about the Effective Date, by and between the VEBA and the Borrower due July 15, 2017 in an original principal amount of $2,500,000,000 in form and substance substantially similar to this Agreement and otherwise satisfactory to the Lender, as the same may be amended, restated, supplemented or modified from time to time hereafter in accordance with the terms and conditions of this Agreement, the other Loan Documents, and the Intercreditor Agreement.

"VEBA Rejection Notice": a notice from the VEBA to the Borrower rejecting a mandatory prepayment under the VEBA Note Facility following the initial offer to prepay the notes thereunder in accordance with Section 2.5(g) of the VEBA Note Facility.

"Vitality Commitment": the covenant set forth in Section 5.27.

"Vitality Commitment Period": the period described in Section 5.27(b).

"Wholly Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than qualifying shares required by Applicable Law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

"Wind-Down Credit Agreement": the $1,175,000,000 Amended and Restated Secured Superpriority Debtor-in-Possession Credit Agreement dated as of the Original Effective Date, among GM Oldco, the guarantors parties thereto, the Treasury, the Canadian Lender and the other lenders parties thereto from time to time.

"Wind-Down Loan": the "Loan" as defined in the Wind-Down Credit Agreement.

"Withdrawal Liability": liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

1.2. Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to Group Members not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings), (iv) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time, (vi) references to any Person shall include its successors and assigns and (vii) references to any statute, rule or regulation shall be to such statute as amended or modified from time to time and to any successor legislation, rule or regulation thereto, in each case as in effect at the time any such reference is operative.

(c) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole (including the Schedules and Exhibits hereto) and not to any particular provision of this Agreement (or the Schedules and Exhibits hereto), and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) It is understood and agreed that any reference to the terms "Subsidiary" and "Affiliate" shall not be deemed or interpreted to include GMAC; provided that, the ownership thereof by the Borrower does not increase beyond the amount owned immediately following the consummation of the transactions contemplated by the GMAC Reorganization.

1.3. Conversion of Foreign Currencies. (a) For purposes of this Agreement and the other Loan Documents, with respect to any monetary amounts in a currency other than Dollars, the Dollar Equivalent thereof shall be determined based on the Exchange Rate in effect at the time of such determination (unless otherwise explicitly provided herein).

(b) The Lender may set up appropriate rounding off mechanisms or otherwise round-off amounts hereunder to the nearest higher or lower amount in whole Dollar or cent to ensure amounts owing by any party hereunder or that otherwise need to be calculated or converted hereunder are expressed in whole Dollars or in whole cents, as may be necessary or appropriate.

## SECTION 2

## AMOUNT AND TERMS OF LOANS

2.1. Loans. On the Original Effective Date, pursuant to the Newco Loan Assumption Agreement, the Borrower assumed the obligations under the DIP Credit Agreement with respect to a portion of the Tranche B Term Loans (as defined in the DIP Credit Agreement) in Dollars made by the Lender to GM Oldco and in the aggregate amount of $7,072,488,605 (the "Loans"), a portion of which in the amount of $360,624,198 has been prepaid prior to the date hereof pursuant to Section 2.5(e) of the Existing Credit Agreement. The Loans may from time to time be Eurodollar Loans or, solely in the circumstances specified in Section 2.8, ABR Loans. Loans repaid or prepaid may not be reborrowed.

2.2. [Intentionally Omitted].

2.3. Repayment of Loans; Evidence of Debt. (a) The Loans shall be repayable on the Maturity Date.

(b) Pursuant to Section 4.1(a), the Borrower executed and delivered the Initial Note on the Original Effective Date. Following any assignment or transfer of the Loans pursuant to Section 8.6, the Borrower agrees that, upon the request of the Lender, the Borrower shall promptly execute and deliver to the Lender Notes reflecting the Loans assigned or transferred and the Loans retained by the Lender, if any.

2.4. Optional Prepayments. The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon irrevocable notice delivered to the Lender no later than 12:00 noon (New York City time) three Business Days prior to the date such prepayment is requested to be made, which notice shall specify the date of such prepayment and the amount of such prepayment; provided that if the Loans are prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.10. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid and shall be applied as provided in Section 2.5(d). Partial prepayments of Loans shall be in an aggregate principal amount of $100,000,000 or a whole multiple thereof or, if less, the entire principal amount thereof then outstanding.

2.5. Mandatory Prepayments. (a) If any Additional Secured Indebtedness, or Permitted Unsecured Indebtedness is incurred by any Covered Group Member, then promptly upon the receipt of any Net Cash Proceeds from such incurrence (and in any case not more than twenty Business Days thereafter), the Loans shall be prepaid by an amount equal to the Applicable Net Cash Proceeds of such incurrence, as set forth in Section 2.5(d). If any amount

in respect of Attributable Obligations under a Sale/Leaseback Transaction is required to be applied as a prepayment of the Loans pursuant to clause (n) of the definition of "Permitted Indebtedness," then promptly upon the receipt of any Net Cash Proceeds from such Sale/Leaseback Transaction (and in any case not more than twenty Business Days thereafter), the Loans shall be prepaid by an amount equal to the Applicable Net Cash Proceeds of such Sale/Leaseback Transaction, as set forth in Section 2.5(d). With respect to any such Indebtedness incurred by an applicable Non-U.S. Subsidiary, the aggregate amount of the Applicable Net Cash Proceeds thereof required to be applied pursuant to Section 2.5(d) to the prepayment of the Loans shall be subject to reduction to the extent that expatriation of such Applicable Net Cash Proceeds (i) would result in material adverse tax or legal consequences (including, without limitation, violation of Contractual Obligations), (ii) would be reasonably likely to result in adverse personal liability of any director of such Non-U.S. Subsidiary, or (iii) would result in the insolvency of such Non-U.S. Subsidiary. The provisions of this Section do not constitute a consent to the incurrence of any Indebtedness by any Group Member to which consent is otherwise required under this Agreement or the other Loan Documents. Notwithstanding the foregoing, no prepayment shall be required under this Section 2.5(a) if (A) the aggregate principal amount of Indebtedness and any Attributable Obligations incurred by the applicable Covered Group Member on the date of incurrence does not exceed $5,000,000, or (B) the Indebtedness was incurred or issued by a Foreign Subsidiary, General Motors China, Inc. or GM APO Holdings LLC solely for the purpose of funding operations outside the United States and Canada.

(b) If on any date any Covered Group Member shall receive Net Cash Proceeds from any Asset Sale, Recovery Event or Extraordinary Receipt, then unless a Reinvestment Notice shall be delivered in respect of any Asset Sale or Recovery Event, promptly upon receipt by such Covered Group Member of such Net Cash Proceeds (and in any case not more than twenty Business Days thereafter), the Loans shall be prepaid by an amount equal to the Applicable Net Cash Proceeds of such Asset Sale, Recovery Event or Extraordinary Receipt, as applicable, as set forth in Section 2.5(d); provided that, on each Reinvestment Prepayment Date, the Loans shall be prepaid by an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event, as set forth in Section 2.5(d). With respect to any Net Cash Proceeds realized or received by an applicable Non-U.S. Subsidiary in connection with any Asset Sale, Recovery Event or Extraordinary Receipt, the aggregate amount of Applicable Net Cash Proceeds thereof required to be applied pursuant to this Section 2.5(b) to the prepayment of the Loans shall be subject to reduction to the extent that expatriation of such Net Cash Proceeds (i) would result in material adverse tax or legal consequences (including, without limitation, violation of Contractual Obligations), (ii) would be reasonably likely to result in adverse personal liability of any director of such Non-U.S. Subsidiary, or (iii) would result in the insolvency of such Non-U.S. Subsidiary. The provisions of this Section 2.5(b) do not constitute a consent to the consummation of any Disposition not permitted by Section 6.12.

(c) [Intentionally omitted].

(d) Amounts to be applied in connection with prepayments made pursuant to Section 2.4 and this Section 2.5 shall be applied, (i) first, to pay accrued and unpaid interest in respect of the Loans and all other Obligations then due and payable other than principal under

the Loans, and (ii) second, to repay the Loans. Any such prepayment shall be accompanied by a notice to the Lender specifying the amount of such prepayment.

(e) [Intentionally omitted].

(f) Notwithstanding anything to the contrary in the Loan Documents, if, on June 30, 2010 any funds remain on deposit in the Escrow Account, the Borrower shall, or shall cause the Escrow Bank to, apply an amount equal to 83.898% of such funds to the prepayment of the Loans as set forth in Section 2.5(d), provided that, the Borrower may request that the date on which all or a portion of such funds shall be applied to such prepayment be extended to a date not later than June 30, 2011, which may be consented to by the Lender in its sole discretion.

(g) Notwithstanding anything to the contrary in Section 2.5(d), with respect to the amount of any mandatory prepayment required to be made pursuant to Section 2.5(a) or 2.5(b) (the "Mandatory Prepayment Amount"), at any time when the Treasury is a Lender hereunder, the Borrower may, in lieu of applying the Treasury's Percentage of such amount to the prepayment of the Treasury's Loans as provided in Section 2.5(d), on the date specified in Section 2.5(a) or 2.5(b), as applicable (the "Offer Date"), for such prepayment, deliver a written offer to the Treasury to permit the Treasury to decline all or a portion of such mandatory prepayment; provided that, the Borrower shall pay to each Lender other than the Treasury such Lender's pro rata share of such mandatory prepayment as otherwise required by Section 2.5(a) or 2.5(b), as applicable. If, no later than five Business Days following the Offer Date (the "Mandatory Prepayment Date"), (i) the Treasury and the Borrower have mutually agreed, the Treasury may deliver a written notice to reject (a "UST Rejection Notice") all or a portion of the applicable Mandatory Prepayment Amount (such rejected amount, the "Rejected Prepayment Amount"), and the Borrower shall offer to apply the Rejected Prepayment Amount to the Canadian Facility and the VEBA Note Facility in accordance with Section 2.5(h), and (ii) otherwise, the Treasury's Loan shall be repaid on the Mandatory Prepayment Date, together with all accrued and unpaid interest thereon. For avoidance of doubt, the Treasury is the sole Lender that may reject a mandatory prepayment pursuant to this Section 2.5(g) and such right shall not be available to any other Lender.

(h) In the event that there is any Rejected Prepayment Amount relating to a mandatory prepayment required to be made pursuant to Section 2.5(a) and the Canadian Lender is a lender under the Canadian Facility or the VEBA is a noteholder under the VEBA Note Facility, the Borrower shall offer to apply the Rejected Prepayment Amount to the loans under the Canadian Facility and the notes under the VEBA Note Facility on the date that is five Business Days after the date the Treasury has delivered a UST Rejection Notice, as follows:

(i) if the VEBA is no longer a noteholder under the VEBA Note Facility, the entire Rejected Prepayment Amount shall be offered to the Canadian Lender as a prepayment of the Canadian Facility in accordance with the terms of Section 2.07(d) of the Canadian Facility;

(ii) if the Canadian Lender is no longer a lender under the Canadian Facility, the entire Rejected Prepayment Amount shall be offered to the VEBA as a

prepayment of the VEBA Note Facility in accordance with Section 2.5(j) of the VEBA Note Facility; or

(iii) otherwise, the Rejected Prepayment Amount shall be offered to both the Canadian Lender and the VEBA on a pro rata basis based on the aggregate outstanding principal balance of the Canadian Lender's loans outstanding under the Canadian Facility on the date of such offer and the portion of the Outstanding Principal (as defined in the VEBA Note Facility) attributable to the Notes (as defined in the VEBA Note Facility) held by the VEBA on the date of such offer.

Any amounts rejected by the Canadian Lender or the VEBA, as applicable, following any offer pursuant to this Section 2.5(h) may be retained by the Borrower. In the event that the Canadian Lender is no longer a lender under the Canadian Facility and the VEBA is no longer a noteholder under the VEBA Note Facility, the Borrower may retain any Rejected Prepayment Amount; provided that, the Borrower may not use any portion of any Rejected Prepayment Amount to make an optional prepayment pursuant to Section 2.4.

(i) In the event that there is any Rejected Prepayment Amount relating to a mandatory prepayment required to be made pursuant to Section 2.5(b) and the VEBA is a noteholder under the VEBA Note Facility, the Borrower shall offer to apply the Rejected Prepayment Amount to the VEBA as a prepayment of the VEBA Note Facility on the date that is five Business Days after the date the Treasury has delivered a UST Rejection Notice, in accordance with Section 2.5(j) of the VEBA Note Facility. Any amounts rejected by the VEBA following any offer pursuant to Section 2.5(j) of the VEBA Note Facility may be retained by the Borrower. In the event that the VEBA is no longer a noteholder under the VEBA Note Facility, the Borrower may retain any Rejected Prepayment Amount relating to a mandatory prepayment required to be made pursuant to Section 2.5(b); provided that, the Borrower may not use any portion of any Rejected Prepayment Amount to make an optional prepayment pursuant to Section 2.4.

(j) If on any date, the Borrower or GM Canada shall have received a Canadian Lender Rejection Notice or a VEBA Rejection Notice, the Borrower shall at any time when the Treasury is a Lender hereunder, deliver a written offer to the Treasury to prepay on the date that is five Business Days after the date of the Canadian Lender Rejection Notice or the VEBA Rejection Notice, as applicable, the Loans held by the Treasury by an amount equal to the Applicable Rejected Prepayment Amount. The Treasury may, in its sole discretion, elect to reject all or a portion of such Applicable Rejected Prepayment Amount. Any amounts rejected by the Treasury following any offer pursuant to this Section 2.5(j) may be retained by the Borrower; provided that, the Borrower may not use any portion of any Applicable Rejected Prepayment Amount to make an optional prepayment pursuant to Section 2.4. For the avoidance of doubt, the Treasury is the sole Lender that shall be offered, and shall have the right to reject, any Applicable Rejected Prepayment Amount.

(k) Notwithstanding anything to the contrary set forth herein, the Borrower shall not be required to make an offer to any of the Treasury, the Canadian Lender or the VEBA pursuant to Section 2.5(g), (h), (i) or (j) in excess of the outstanding principal balance of the Treasury's Loans, the outstanding principal balance of the Canadian Lender's loans under the

Canadian Facility, or the Outstanding Principal of the VEBA under the VEBA Note Facility, as applicable.

2.6. Interest Rates and Payment Dates/Fee Payment Dates/Fees. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such Interest Period plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(c) When any Event of Default has occurred and is continuing and the Lender has determined in its sole discretion not to permit such continuations, no Eurodollar Loan may be continued as such.

(d) If at any time any Event of Default shall have occurred and be continuing, (i) all outstanding Loans shall bear interest at a rate per annum equal to the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section 2.6 plus 2% per annum, which, in the sole discretion of the Lender, may be the rate of interest then applicable to ABR Loans, and (ii) all other outstanding Obligations shall bear interest at 2% above the rate per annum equal to the rate of interest then applicable to ABR Loans.

(e) [Intentionally omitted].

(f) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (d) of this Section 2.6 shall be payable from time to time on demand.

2.7. Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-) day year for the actual days elapsed. The Lender shall, as soon as practicable, and promptly, notify the Borrower of each determination of a Eurodollar Rate. Any change in the interest rate on the Loans resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Lender shall, as soon as practicable, and promptly, notify the Borrower of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Lender pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower in the absence of manifest error. The Lender shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Lender in determining any interest rate pursuant to Section 2.7(a).

2.8. Inability to Determine Interest Rate; Illegality. (a) If prior to the first day of any Interest Period:

(i) the Lender shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or

(ii) the Lender shall have determined that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to the Lender (as conclusively certified by the Lender) of making or maintaining its Loans during such Interest Period;

the Lender shall give telecopy or telephonic notice thereof to the Borrower as soon as practicable thereafter. If such notice is given pursuant to clause (i) or (ii) of this Section 2.8(a) in respect of Eurodollar Loans, then any outstanding Eurodollar Loans shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such relevant notice has been withdrawn by the Lender, the Borrower shall not have the right to convert ABR Loans to Eurodollar Loans.

(b) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for the Lender to maintain Eurodollar Loans as contemplated by this Agreement, the Lender shall give notice thereof to the Borrower describing the relevant provisions of such Requirement of Law, following which the Lender's outstanding Eurodollar Loans shall be converted automatically on the last day of the then current Interest Periods with respect to such Loans (or within such earlier period as shall be required by law) to ABR Loans. If any such conversion or prepayment of a Eurodollar Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to the Lender such amounts, if any, as may be required pursuant to Section 2.10.

2.9. Treatment of Payments. (a) [Intentionally omitted].

(b) Amounts paid on account of the Loans may not be reborrowed.

(c) [Intentionally omitted].

(d) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 3:00 p.m. (New York City time) on the due date thereof to the Lender at its Funding Office, in Dollars and in immediately available funds. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

2.10. Indemnity. The Borrower agrees to indemnify the Lender for, and to hold the Lender harmless from, any loss or expense that the Lender may sustain or incur as a consequence of (a) default by the Borrower in making any prepayment after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (b) the making of a prepayment of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid for the period from the date of such prepayment to the last day of such Interest Period in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by the Lender) that would have accrued to the Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank Eurodollar market. A certificate as to any amounts payable pursuant to this Section 2.10 submitted to the Borrower by the Lender shall be conclusive in the absence of manifest error and shall be payable within 30 days of receipt of any such notice. The agreements in this Section 2.10 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.11. [Intentionally Omitted].

2.12. Taxes. (a) Except as required by Applicable Law, all payments made by the Borrower under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net or overall gross income taxes or net or overall gross profit taxes, franchise taxes (imposed in lieu of net or overall gross income taxes), capital taxes and branch profit taxes imposed on the Lender as a result of a present or former connection between the Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Lender's having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document). If any such non-excluded taxes (such taxes, excluding Excluded Taxes, "Non-Excluded Taxes") are required to be withheld from any amounts payable by the Borrower to the Lender hereunder, the amounts so payable to the Lender shall be increased so that after making or allowing for all such required withholdings (including withholdings applicable to additional amounts payable under this Section 2.12) the Lender receives an amount equal to the sum it would have received had no such withholdings been required; provided, however, that the Borrower shall not be required to increase any such amounts payable to the Lender with respect to any Non-Excluded Taxes that are (i) attributable to the Lender's failure to comply with the requirements of paragraph (d) of this Section 2.12, (ii) taxes imposed by way of withholding on net or gross income, but not excluding such taxes arising as a result of a change in Applicable Law occurring after (A) the date that the Lender became a party to this Agreement (unless after that date the Lender has designated a new lending office, in which case sub-clause (C) below shall apply), or (B) with respect to an assignment, acquisition or grant of a participation, the effective date of such assignment, acquisition or participation, except to the extent that the Lender's predecessor was entitled to such amounts, or (C) with respect to the designation of a new lending office, the effective date of such designation, except to the extent the Lender was entitled to receive such amounts with respect to its previous

lending office, and (iii) taxes resulting from the Lender's gross negligence or willful misconduct (collectively, and together with the taxes excluded by the first sentence of this Section 2.12, "Excluded Taxes").

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter, the Borrower shall send to the Lender, a certified copy of an original official receipt received by the Borrower showing payment thereof (or if an official receipt is not available, such other evidence of payment as shall be reasonably satisfactory to such Lender). If the Borrower fails to pay any Non-Excluded Taxes or Other Taxes required to be paid by the Borrower under this Section 2.12 when due to the appropriate taxing authority or fails to remit to the Lender the required receipts or other required documentary evidence, the Borrower shall indemnify the Lender and hold the Lender harmless against any such Non-Excluded Taxes or Other Taxes and for any incremental taxes, interest or penalties that may become payable by the Lender as a result of any such failure to remit or pay. The agreements in this Section 2.12 shall survive the termination of this Agreement and the payment of the Loan and all other amounts payable hereunder.

(d) Each Lender (or any Transferee) (other than the United States government (including the Treasury)) that either (A) is not incorporated under the laws of the United States, any state thereof, or the District of Columbia or (B) whose name does not include "Incorporated," "Inc.," "Corporation," "Corp.," "P.C.," "insurance company," or "assurance company" (a "Non-U.S. Lender") shall deliver to the Borrower, so long as such Lender is legally entitled to do so, two originals of either U.S. Internal Revenue Service Form W-9, Form W-8BEN, Form W-8EXP, Form W-8ECI, or in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payment of "portfolio interest", a Form W-8BEN (along with a statement as to certain requirements in order to claim an exemption for "portfolio interest" reasonably acceptable to the Borrower), or Form W-8IMY (with applicable attachments), or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming a complete exemption from (or reduced rate of) United States federal withholding tax on all payments by the Borrower under this Agreement or any other Loan Document. In addition, each Lender shall provide any other U.S. tax forms (with applicable attachments) as will reduce or eliminate United States federal withholding tax on payments by the Borrower under this Agreement or any other Loan Document. Each Lender (other than the United States government (including the Treasury)) shall provide the appropriate documentation under this clause (d) at the following times: (1) prior to the first payment date after becoming a party to this Agreement, (2) upon a change in circumstances or upon a change in law, in each case, requiring or making appropriate a new or additional form, certificate or documentation, (3) upon or before the expiration, obsolescence or invalidity of any documentation previously provided to the Borrower and (4) upon reasonable request by the Borrower. If the Lender is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement, then the Lender shall deliver to the Borrower, at the time or times prescribed by Applicable Law or reasonably requested by the Borrower, such properly completed and executed

documentation as will permit such payments to be made without withholding or at a reduced rate, provided that the Lender is legally entitled to complete, execute and deliver such documentation and in the Lender's reasonable judgment such completion, execution or submission would not materially prejudice the legal position of the Lender.

(e) If the Lender determines that it has received a refund, credit, or other reduction of taxes in respect of any Non-Excluded Taxes or Other Taxes paid by the Borrower, as to which it has been indemnified by the Borrower, or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.12, the Lender shall within 60 days from the date of actual receipt of such refund or the filing of the tax return in which such credit or other reduction results in a lower tax payment, pay over such refund or the amount of such tax reduction to the Borrower (but only to the extent of such Non-Excluded Taxes or Other Taxes paid by the Borrower, indemnity payments made by the Borrower with respect to such Non-Excluded Taxes or Other Taxes, or additional amounts paid by the Borrower with respect to such Non-Excluded Taxes or Other Taxes, as applicable), net of all out of pocket expenses of the Lender, and without interest (other than interest paid by the relevant Governmental Authority with respect to such refund). Notwithstanding anything to the contrary in this Agreement, upon the request of the Lender, the Borrower agrees to repay any amount paid over to the Borrower pursuant to the immediately preceding sentence (plus penalties, interest, or other charges) if the Lender is required to repay such amount to the taxing Governmental Authority. This paragraph shall not be construed to (i) interfere with the rights of any Lender to arrange its tax affairs in whatever manner it sees fit, (ii) obligate any Lender to claim any tax refund, (iii) require any Lender to make available its tax returns (or any other information relating to its taxes or any computation with respect thereof which it deems in its sole discretion to be confidential) to the Borrower or any other Person, or (iv) require any Lender to do anything that would in its sole discretion prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.

(f) Each Lender that is an Assignee shall be bound by this Section 2.12.

(g) The agreements contained in this Section 2.12 shall survive the termination of this Agreement or any other Loan Document and the payments contemplated hereunder or thereunder.

2.13. Requirements of Law. (a) If any Requirement of Law or any change in the interpretation or application thereof or compliance by the Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the Original Effective Date:

(i) shall subject the Lender to any tax of any kind whatsoever with respect to this Agreement or the Loan or change the basis of taxation of payments to the Lender in respect thereof (provided that, this clause (i) shall not apply to any withholding taxes or taxes covered by Section 2.12);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory advance or similar requirement or otherwise impose any cost on the

Lender in connection with funding or maintaining the Loan or other extensions of credit, which is not otherwise included in the determination of the Eurodollar Rate hereunder;

(iii) shall impose on the Lender any other condition;

(iv) and the result of any of the foregoing is to increase the cost to the Lender, by an amount which the Lender deems to be material, of making, continuing or maintaining the Loan or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay the Lender such additional amount or amounts as will compensate the Lender for such increased cost or reduced amount receivable thereafter incurred.

(b) If the Lender shall have determined in its sole discretion that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by the Lender or any Person controlling the Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the Original Effective Date shall have the effect of reducing the rate of return on the Lender's or such Person's capital as a consequence of any obligations hereunder to a level below that which the Lender or such Person (taking into consideration the Lender's or such Person's policies with respect to capital adequacy) by an amount deemed by the Lender to be material, then from time to time, the Borrower shall promptly pay to the Lender such additional amount or amounts as will thereafter compensate the Lender for such reduction.

(c) If the Lender becomes entitled to claim any additional amounts pursuant to this Section 2.13, it shall promptly notify the Borrower of the event by reason of which it has become so entitled. A certificate as to any additional amounts payable pursuant to this Section 2.13 submitted by the Lender to the Borrower shall be conclusive in the absence of manifest error.

## SECTION 3
## REPRESENTATIONS AND WARRANTIES

To induce the Lender to enter into this Agreement, each Loan Party represents to the Lender, with respect to itself and each of its Subsidiaries that is a Covered Group Member, that as of the Effective Date and the date of each withdrawal from the Escrow Account:

3.1. Existence. Each Covered Group Member (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization (to the extent such concept is applicable in its jurisdiction of organization), except, with respect to Covered Group Members that are not Loan Parties, where the failure to be so organized, existing or in good standing would not reasonably be expected to have a Material Adverse Effect, (b) has all requisite corporate or other power, and has all governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted, except where the lack of such licenses, authorizations, consents and approvals would not be reasonably likely to have a Material Adverse Effect, (c) is qualified to do business and is in good standing in all other jurisdictions (to the extent such concept is applicable in the

relevant jurisdictions of organization) in which the nature of the business conducted by it makes such qualification necessary, except where failure so to qualify would not be reasonably likely (either individually or in the aggregate) to have a Material Adverse Effect, and (d) is in compliance in all material respects with all Requirements of Law.

3.2. Financial Condition. GM Oldco has heretofore furnished to the Lender a copy of its audited Consolidated balance sheet as at December 31, 2008, with the opinion thereon of Deloitte & Touche LLP or such other independent auditor acceptable to the Lenders, a copy of which has been provided to the Lender. GM Oldco has also heretofore furnished to the Lender the related Consolidated statements of equity (deficit) and of cash flows for GM Oldco and its Consolidated Subsidiaries for the fiscal year ended December 31, 2008, setting forth in comparative form the same information for the previous year. All such financial statements are materially complete and correct and fairly present the Consolidated financial condition of GM Oldco and its Consolidated Subsidiaries and the Consolidated results of their operations for the fiscal year ended December 31, 2008, all in accordance with GAAP applied on a consistent basis.

3.3. Litigation. Except as set forth on Schedule 3.3 hereto or otherwise disclosed by a Responsible Officer in writing to the Lender from time to time, there are no actions, suits, arbitrations, investigations or proceedings pending or, to its knowledge, threatened against any Covered Group Member or affecting any of their respective Property before any Governmental Authority, (i) as to which individually or in the aggregate there is a reasonable likelihood of an adverse decision which could reasonably be expected to have a Material Adverse Effect or (ii) which questions the validity or enforceability of this Agreement or any of the other Loan Documents or any action to be taken in connection with the transactions contemplated hereby or thereby and could reasonably be expected to have a Material Adverse Effect.

3.4. No Breach. Neither the execution and delivery of the Loan Documents nor the consummation of the transactions therein contemplated in compliance with the terms and provisions thereof will (a) conflict with or result in a breach of (i) the charter, by laws, certificate of incorporation, operating agreement or similar organizational document of any Covered Group Member, (ii) any Requirement of Law, (iii) any Applicable Law, rule or regulation, or any order, writ, injunction or decree of any Governmental Authority, (iv) any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (b) constitute a default under any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (c) (except for Permitted Liens) result in the creation or imposition of any Lien upon any property of any Loan Party, pursuant to the terms of any such agreement or instrument.

3.5. Action, Binding Obligations. (i) Each Loan Party has all necessary corporate or other power, authority and legal right to execute, deliver and perform its obligations under each of the Loan Documents to which it is a party; (ii) the execution, delivery and performance by each Loan Party of each of the Loan Documents to which it is a party has been duly authorized by all necessary corporate or other action on its part; and (iii) each Loan Document has been duly and validly executed and delivered by each Loan Party party thereto

and constitutes a legal, valid and binding obligation of each Loan Party party thereto, enforceable against such Loan Party in accordance with its terms, subject to the Bankruptcy Exceptions.

3.6. Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any other Person, are necessary for the execution, delivery or performance by each Loan Party of the Loan Documents to which it is a party for the legality, validity or enforceability thereof, except for filings and recordings or other actions in respect of the Liens pursuant to the Collateral Documents, unless the same has already been obtained and provided to the Lender. The execution, delivery and performance of the Transaction Documents do not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to, any Governmental Authority, except consents, approvals, authorizations, filings and notices that have been obtained or made and which are in full force and effect or which are not required by the terms of the Transaction Documents to be in effect prior to the Effective Date, except where the failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation of the Related Transactions and would not have a Purchaser Material Adverse Effect (as defined in the Master Transaction Agreement).

3.7. Taxes. Each Covered Group Member has timely filed or caused to be filed all federal, state and other material tax returns that are required to be filed and all such tax returns are true and correct in all material respects and such Covered Group Member has timely paid all material taxes levied or imposed on it or its property (whether or not shown to be due and payable on said returns) or on any assessments made against it or any of its property and all material other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any taxes, fees or other charges the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been provided on the books of the Covered Group Members). The charges, accruals and reserves on the books of each Covered Group Member in respect of taxes and other governmental charges are, in the opinion of such Covered Group Member, adequate; any taxes, fees and other governmental charges payable by any Covered Group Member in connection with the execution and delivery of the Loan Documents have been paid; no tax Lien (except for any Permitted Liens) has been filed with respect to any Covered Group Member or property of any Covered Group Member; each Covered Group Member has satisfied all of its material tax withholding obligations; and no Covered Group Member has ever "participated" in a "listed transaction" within the meaning of Treasury Regulation section 1.6011-4.

3.8. Investment Company Act. None of the Loan Parties is required to register as an "investment company", or is a company "controlled" by a Person required to register as an "investment company", within the meaning of the Investment Company Act of 1940, as amended. No Loan Party is subject to any Federal or state statute or regulation which limits its ability to incur Indebtedness.

3.9. [Intentionally Omitted].

3.10. Chief Executive Office; Chief Operating Office. The chief executive office and the chief operating office on the Effective Date for each Loan Party is located at the location set forth on Schedule 3.10 hereto.

3.11. Location of Books and Records. The location where the Loan Parties keep their books and records, including all Records relating to their business and operations and the Collateral, are located in the locations set forth in Schedule 3.11 or at such other locations as to which the Borrower shall have notified the Lender in writing from time to time pursuant to the Loan Documents.

3.12. True and Complete Disclosure. The information, reports, financial statements, exhibits and schedules furnished by or on behalf of any Covered Group Member to the Lender or its agents or representatives in connection with the negotiation, preparation or delivery of this Agreement and the other Loan Documents or included herein or therein or delivered pursuant hereto or thereto, when taken as a whole, do not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they were made, not misleading, it being understood that in the case of projections, such projections are based on reasonable estimates, on the date as of which such information is stated or certified. All information furnished after the Original Effective Date by or on behalf of any Covered Group Member to the Lender in connection with this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby, when taken as a whole, is and will be (as applicable) true, complete and accurate in every material respect, or (in the case of projections) based on reasonable estimates, on the date as of which such information is stated or certified. There is no fact known to a Responsible Officer of any Covered Group Member that, after due inquiry, could reasonably be expected to have a Material Adverse Effect that has not been disclosed herein, in the other Loan Documents or in a report, financial statement, exhibit, schedule, disclosure letter or other writing furnished to the Lender for use in connection with the transactions contemplated hereby or thereby.

3.13. ERISA.

(a) (i) Any Benefit Plan that is intended to be a tax-qualified plan under Section 401(a) of the Code of any Covered Group Member has received a favorable determination letter and such Covered Group Member does not know of any reason why such letter should be revoked;

(ii) the Covered Group Members and each of their respective ERISA Affiliates are in compliance with the applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder;

(iii) (A) as of December 31, 2008, no ERISA Event has occurred that could reasonably be expected to result in liability to any Covered Group Member or any ERISA Affiliate in excess of $2,000,000,000, (B) as of the Original Effective Date, no ERISA Event other than a determination that a Plan is "at risk" (within the meaning of Section 302 of ERISA) has occurred or is reasonably likely to occur that could reasonably be expected to result in liability to any Covered Group Member or ERISA Affiliate in excess of $2,000,000,000, (C) as of December 31, 2008, the present value of all benefit liabilities of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not exceed the fair market value of the assets of all such underfunded Plans by more than $13,000,000,000,

and (D) as of the Original Effective Date, there is not, and there is not reasonably expected to be, any Withdrawal Liability from, or any obligation or liability (direct or indirect) with respect to, any Multiemployer Plan;

provided that, the representations set forth in the preceding clauses (i) through (iii) inclusive shall continue to be true and correct on each day that the Loans are outstanding pursuant to the Agreement except to the extent that any such change or failure when aggregated with all other changes or failures in the preceding clauses (i) through (iii) inclusive of this Section 3.13(a), would not be reasonably expected to result in a Material Adverse Effect.

(b) There are no Plans or other arrangements which would result in the payment to any employee, former employee, individual consultant or director of any amounts or benefits upon the consummation of the transactions contemplated herein or the exercise by the Lender of any right or remedy contemplated herein other than de minimis amounts under incentive arrangements. Assets of the Covered Group Members or any ERISA Affiliate are not "plan assets" within the meaning of the DOL Regulation Section 2510.3-101 as amended by section 3(42) of ERISA.

3.14. Expense Policy. The Borrower has taken steps necessary to ensure that (a) the Expense Policy conforms to the requirements set forth in Section 5.18 and (b) the Borrower and its Subsidiaries are in compliance with the Expense Policy.

3.15. Subsidiaries. All of the Subsidiaries of the Borrower as of the Effective Date are listed on Schedule 3.15, which schedule sets forth the name and jurisdiction of formation of each Subsidiary and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by the Borrower or any of its Subsidiaries.

3.16. Capitalization. One hundred percent (100%) of the issued and outstanding Capital Stock (other than qualifying shares required by Applicable Law) of each Covered Group Member (other than the Borrower) is owned by the Persons listed on Schedule 3.16 or as otherwise notified by the Borrower to the Lender in writing from time to time pursuant to the Loan Documents and, to the knowledge of each Loan Party, such Capital Stock is owned by such Persons, free and clear of all Liens other than Permitted Liens. No Loan Party has issued or granted any options or rights with respect to the issuance of its respective Capital Stock which are presently outstanding except as set forth on Schedule 3.16 or as otherwise notified by the Borrower to the Lender in writing from time to time pursuant to the Loan Documents.

3.17. Fraudulent Conveyance. Each Loan Party will benefit from the Loans contemplated by this Agreement. No Loan Party is incurring Indebtedness or transferring any Collateral with any intent to hinder, delay or defraud any of its creditors.

3.18. USA PATRIOT Act. (a) No Covered Group Member nor any of its respective Affiliates over which it exercises management control (a "Controlled Affiliate") is a Prohibited Person, and such Controlled Affiliates are in compliance with all applicable orders, rules, regulations and recommendations of OFAC.

(b) No Covered Group Member nor any of its members, directors, officers, employees, parents, Subsidiaries or Affiliates: (1) is subject to U.S. or multilateral economic or

trade sanctions currently in force; (2) is owned or controlled by, or act on behalf of, any governments, corporations, entities or individuals that are subject to U.S. or multilateral economic or trade sanctions currently in force; or (3) is a Prohibited Person or is otherwise named, identified or described on any blocked persons list, designated nationals list, denied persons list, entity list, debarred party list, unverified list, sanctions list or other list of individuals or entities with whom U.S. persons may not conduct business, including but not limited to lists published or maintained by OFAC, lists published or maintained by the U.S. Department of Commerce, and lists published or maintained by the U.S. Department of State.

(c) None of the Collateral is traded or used, directly or indirectly by a Prohibited Person or is located or organized (in the case of a Pledged Entity) in a Prohibited Jurisdiction.

(d) Each Covered Group Member has established an anti-money laundering compliance program as required by all applicable anti-money laundering laws and regulations, including without limitation the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA PATRIOT Act") (collectively, the "Anti-Money Laundering Laws").

3.19. Embargoed Person. As of the Effective Date and at all times throughout the term of the Loans, (a) none of any Covered Group Member's funds or other assets constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.* (the "Trading With the Enemy Act"), any of the foreign assets control regulations of the Treasury (31 C.F.R., Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or regulations promulgated thereunder or executive order relating thereto (which for the avoidance of doubt shall include but shall not be limited to (i) Executive Order No. 13224, effective as of September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order") and (ii) the USA PATRIOT Act), with the result that the investment in the Borrower (whether directly or indirectly), is prohibited by law or the Loans made by the Lender are in violation of law ("Embargoed Person"); (b) no Embargoed Person has any interest of any nature whatsoever in it with the result that the investment in it (whether directly or indirectly), is prohibited by law or the Loans are in violation of law; (c) none of its funds have been derived from any unlawful activity with the result that the investment in it (whether directly or indirectly), is prohibited by law or any Loans is in violation of law; and (d) neither it nor any of its Affiliates (i) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (ii) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person". For purposes of determining whether or not a representation with respect to any indirect ownership is true or a covenant is being complied with under this Section 3.19, no Covered Group Member shall be required to make any investigation into (i) the ownership of publicly traded stock or other publicly traded securities or (ii) the ownership of assets by a collective investment fund that holds assets for employee benefit plans or retirement arrangements.

3.20. Use of Proceeds. (a) The proceeds of the Loans (including disbursements of Reserve Funds, subject to Section 5.5) shall be used to finance working capital needs, capital expenditures, the payment of warranty claims and other general corporate purposes of the Group Members. The Loans under this Agreement are not and shall not be construed as an extension of United States government funding associated with any specific project.

(b) [Intentionally omitted.]

(c) The Group Members are the ultimate beneficiaries of this Agreement and the Loans to be received hereunder. The use of the Loans will comply with all Applicable Laws, including Anti-Money Laundering Laws. No portion of any Loan is to be used, for the "purpose of purchasing or carrying" any "margin stock" as such terms are used in Regulations U and X of the Board, as amended, and the Borrower is not engaged in the business of extending credit to others for such purpose.

3.21. Representations Concerning the Collateral. (a) No Loan Party has assigned, pledged, conveyed, or encumbered any Collateral to any other Person (other than Permitted Liens) and immediately prior to the pledge of any such Collateral, a Loan Party was the sole owner of such Collateral and had good and marketable title thereto, free and clear of all Liens (other than Permitted Liens), and no Person has any Lien (other than Permitted Liens) on any Collateral. No security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral which has been signed by any Loan Party or which any Loan Party has authorized any other Person to sign or file or record, is on file or of record with any public office, except such as may have been filed by or on behalf of a Loan Party in favor of the Lender pursuant to the Loan Documents or in respect of applicable Permitted Liens.

(b) The provisions of the Loan Documents are effective to create in favor of the Lender a valid security interest in all right, title, and interest of each Loan Party in, to and under the Collateral, subject only to Permitted Liens.

(c) Upon the filing of financing statements on Form UCC-1 naming the Lender as "Secured Party" and each Loan Party as "Debtor", and describing the Collateral, in the jurisdictions and recording offices listed on Schedule 3.21 attached hereto, the security interests granted in the Collateral pursuant to the Collateral Documents will constitute perfected first-priority security interests under the Uniform Commercial Code in all right, title and interest of the applicable Loan Party in, to and under such Collateral, which can be perfected by filing under the Uniform Commercial Code, in each case, subject to applicable Permitted Liens.

(d) Each Loan Party has and will continue to have the full right, power and authority, to pledge the Collateral, subject to Permitted Liens, and the pledge of the Collateral may be further assigned by the Lender without the consent of any Loan Party to the extent provided in Section 8.6.

3.22. Labor Matters. (a) There are no strikes against any Covered Group Member pending or, to the knowledge of any Covered Group Member, threatened; (b) hours worked by and payment made to employees of each Covered Group Member have not been in

violation of the Fair Labor Standards Act (if applicable) or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from each Covered Group Member on account of employee health and welfare benefits, or health or welfare benefits to any former employees of any Covered Group Member or for which any Covered Group Member has any liability or obligation have been paid or accrued as a liability on the books of such Covered Group Member in accordance with GAAP (as applicable), except, in the case of each of the foregoing clauses (a), (b) and (c), where such strike or such failure to comply or to make or accrue such payments could not reasonably be expected to have a Material Adverse Effect.

3.23. Survival of Representations and Warranties. All of the representations and warranties of or in respect of each Covered Group Member set forth in this Section 3 and elsewhere in this Agreement and in the other Loan Documents shall survive for so long as any amount remains owing to the Lender under this Agreement or any of the other Loan Documents by any Loan Party. All representations, warranties, covenants and agreements made in this Agreement or in the other Loan Documents by or in respect of each Covered Group Member shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by the Lender or on its behalf.

3.24. [Intentionally Omitted].

3.25. Intellectual Property. (a) Except as would not reasonably be expected to have a Material Adverse Effect, each Covered Group Member owns and controls, or otherwise possesses sufficient rights to use, all Intellectual Property necessary for the conduct of its business in substantially the same manner as conducted as of the Original Effective Date. Schedule 3.25 hereto sets forth a true and complete list as of July 8, 2009 of all Patent applications and issued Patents, and Trademark registrations and applications, and domain name registrations included in the Trademarks, owned by each Loan Party. To the knowledge of each Loan Party, Schedule 3.25 hereto also sets forth a true and complete list of all registered Copyrights for which any Loan Party is the owner of record as of July 8, 2009, provided however, that except for material Copyrights listed on Schedule 3.25, no representation is made that a Loan Party owns title to any particular copyright registration listed therein. Notwithstanding anything to the contrary contained herein, each Loan Party hereby represents that it has granted pursuant to the Loan Documents) a security interest contemplated by this Agreement to all Copyrights, that it owns all material Copyrights, and, to the extent that any such material Copyrights are registered, a security interest may be recorded against them. Except as would not reasonably be expected to have a Material Adverse Effect, all Intellectual Property, other than licenses, of the Covered Group Members is subsisting and in full force and effect, has not been adjudged invalid or unenforceable, is valid and enforceable and has not been abandoned in whole or in part. Except as would not reasonably be expected to have a Material Adverse Effect, no such Intellectual Property owned by any Covered Group Member is the subject of any licensing or franchising agreement that prohibits or restricts any Covered Group Member's conduct of business as presently conducted, or the transfer or pledge as collateral of such Intellectual Property. Except as would not reasonably be expected to have a Material Adverse Effect, (i) the Intellectual Property owned by the Covered Group Members does not infringe or conflict with the intellectual property rights of any Person, (ii) to the best knowledge of each Covered Group Member, no Covered Group Member is now infringing or in conflict with any intellectual property rights of any Person and no other Person is now infringing or in conflict

with any such properties, assets and rights, owned or used by or licensed to any Covered Group Member. Except as disclosed to the Lender prior to the Effective Date, or otherwise disclosed by a Responsible Officer in writing to the Lender from time to time, or as would not reasonably be expected to have a Material Adverse Effect, no Covered Group Member has received any notice that it is violating or has violated the Trademarks, Patents, Copyrights, inventions, trade secrets, proprietary information and technology, know-how, formulae, rights of publicity or other Intellectual Property rights of any third party.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, each License now existing is, and each other License will be, the legal, valid and binding obligation of the parties thereto, enforceable against such parties in accordance with its terms. Except as would not reasonably be expected to have a Material Adverse Effect, to the knowledge of each Covered Group Member, no default thereunder by any such party has occurred, nor does any defense, offset, deduction, or counterclaim exist thereunder in favor of any such party.

3.26. JV Agreements. (a) Set forth on Schedule 3.26 is a complete and accurate list as of the Effective Date of all JV Agreements, showing the parties and the dates of amendments and modifications thereto.

(b) Each JV Agreement (i) is in full force and effect and is binding upon and enforceable against each party thereto, (ii) has not been otherwise amended or modified, except as set forth on Schedule 3.26 and (iii) is not in default and no event has occurred that, with the passage of time and/or the giving of notice, or both, would constitute a default thereunder, except, in the case of each of clauses (i) through (iii) above (inclusive), to the extent any such failure would not reasonably be expected to have a Material Adverse Effect.

3.27. [Intentionally Omitted].

3.28. Excluded Collateral. Set forth on Annex I to Schedule 3.28 is a complete and accurate list as of the Effective Date of all Excluded Collateral that is Capital Stock of domestic joint ventures, Domestic Subsidiaries, "first-tier" foreign joint ventures, and Foreign 956 Subsidiaries.

3.29. Mortgaged Real Property. After giving effect to the recording of the Mortgages, real property identified on Schedule 1.1C shall be subject to a recorded first lien mortgage, deed of trust or similar security instrument (subject to Permitted Liens).

3.30. No Change. Since the Original Effective Date, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

3.31. Certain Documents. The Borrower has delivered to the Lender a complete and correct copy of the Transaction Documents, including any amendments, supplements or modifications with respect to any of the foregoing.

3.32. Insurance. The Borrower has maintained on behalf of itself and each Covered Group Member, as appropriate, with insurance companies that the Borrower believes (in the good faith judgment of the Borrower) are financially sound and responsible or through

self-insurance, insurance in amounts reasonable and prudent in light of the size and nature of the Borrower's business and against at least such risks (and with such risk retentions) as the Borrower believes (in the good faith judgment of the Borrower) are reasonable in light of the size and nature of its business.

## SECTION 4

## CONDITIONS PRECEDENT; RESERVE FUNDS

4.1. Conditions to Effectiveness. The effectiveness of this Agreement is subject to the satisfaction, prior to or concurrently on the Effective Date, of the following conditions precedent, satisfaction of such conditions precedent to be determined by the Lender in its reasonable discretion:

(a) Loan Documents. The Lender shall have received this Agreement executed and delivered by the Borrower in form satisfactory to the Lender.

(b) [Intentionally Omitted].

(c) [Intentionally Omitted].

(d) [Intentionally Omitted].

(e) [Intentionally Omitted].

(f) [Intentionally Omitted].

(g) [Intentionally Omitted].

(h) [Intentionally Omitted].

(i) [Intentionally Omitted].

(j) [Intentionally Omitted].

(k) [Intentionally Omitted].

(l) Consents. The Lender shall have received all necessary third party and governmental waivers and consents, and each Loan Party shall have complied with all Applicable Laws, decrees and material agreements.

(m) No Default. No Default or Event of Default shall exist on the Effective Date or after giving effect to the transactions contemplated to be consummated on the Effective Date pursuant to this Agreement and the other Loan Documents.

(n) Accuracy of Representations and Warranties. All representations and warranties made by or with respect to the Covered Group Members in or pursuant to the Loan Documents shall be true and correct in all material respects.

(o) Closing Certificates. The Lender shall have received (i) a certificate of the secretary or assistant secretary of each Loan Party, dated the Effective Date, substantially in the form of Exhibit B-1, certifying the incumbency of the officers of the Borrower executing any Loan Document as of the Effective Date and certifying that the Borrower's Organizational Documents have not been amended, restated, supplemented, modified or waived in any respect at any time during the period from and after the Original Effective Date to and including the Effective Date, and (ii) a certificate of the Borrower and each Guarantor, dated the Effective Date, to the effect that the conditions set forth in this Section 4.1 have been satisfied, substantially in the form of Exhibit B-2.

(p) Legal Opinion. The Lender shall have received the executed legal opinion of in-house counsel to the Loan Parties, in form and substance reasonably satisfactory to the Lender.

(q) [Intentionally Omitted].

(r) [Intentionally Omitted].

(s) Post-Closing Letter Requirements. The Borrower and each Guarantor (as applicable) shall have satisfied each requirement set forth in Sections 2(c), 2(h), and 4(n) of the Post-Closing Letter.

4.2. Conditions to Withdrawal of Reserve Funds; Escrow Accounts. (a) The Lender shall withdraw, or cause the Escrow Bank to withdraw, an amount of Reserve Funds on deposit in the Escrow Account and the Lender shall disburse, or cause the Escrow Bank to disburse, such Reserve Funds to the Borrower on any date, subject to the satisfaction of the following conditions precedent:

(i) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (save where already qualified by materiality, in which case such representations and warranties shall be true and correct in all respects) on and as of such date as if made on and as of such date (except to the extent such representations and warranties relate to an earlier date, in which case, such representations and warranties were true and correct in all material respects as of such earlier date).

(ii) No Event of Default. No Default or Event of Default shall have occurred and be continuing on such date immediately prior to or after giving effect to the withdrawal requested to be made on such date.

(iii) Reserve Notice. Not fewer than five Business Days prior to any requested disbursement of Reserve Funds (each, a "Reserve Disbursement"), the Lender shall have received a Reserve Notice from a Responsible Officer certifying in each case in form and substance to the Lender's satisfaction in its sole discretion (A) the Dollar amount of the requested Reserve Disbursement, and (B) with respect to any requested Reserve Disbursement, the intended use of such requested Reserve Funds set forth in reasonable detail, which use shall be approved by the Lender in its sole discretion,

together with evidence reasonably satisfactory to the Lender that the Reserve Funds most recently disbursed were used or have been committed or allocated to be used solely for the intended purposes set forth in the related Reserve Notice.

(iv) Additional Information. The Borrower shall have provided to the Lender such further information and evidence as may be requested by the Lender to support the statements set forth in the required Reserve Notice described above.

(b) Upon the occurrence of an Event of Default, the Lender, at its sole option, may withdraw all or a portion of the Reserve Funds and apply the Reserve Funds to the items for which the Reserve Funds were established or to payment of the Obligations in accordance with Section 2.5(f) and the obligations then outstanding under the Canadian Facility in accordance with Section 2.07(i) thereof, in such order, proportion and priority as the Lender may determine in its sole discretion. The Lender's right to withdraw and apply the Reserve Funds shall be in addition to all other rights and remedies provided to the Lender under the Loan Documents. Any Reserve Funds remaining in the Escrow Account after the Obligations have been paid in full shall be returned to the Borrower.

(c) At any time and from time to time after the Original Effective Date, the Lender, at its option, and in its sole discretion and without the consent of, but in consultation with, the Borrower, may withdraw and transfer, or cause the Escrow Bank to withdraw and transfer, all or a portion of the Reserve Funds to one or more additional or replacement Escrow Banks acceptable to the Lender, to be held pursuant to Escrow Account Control Agreements. The Borrower shall use commercially reasonable efforts (i) to facilitate any such withdrawal and transfer and (ii) to enter into an Escrow Account Control Agreement with each such Escrow Bank in form and substance reasonably satisfactory to the Lender.

(d) Notwithstanding anything to the contrary herein, Lender may withdraw the Reserve Funds from the Escrow Account and apply the same in accordance with Section 2.5(f).

## SECTION 5

## AFFIRMATIVE COVENANTS

Each Loan Party jointly and severally covenants and agrees that, so long as the Loans are outstanding and until payment in full of all Obligations, each Loan Party shall and shall cause each Covered Group Member and each of its applicable Subsidiaries to comply with the following covenants:

5.1. Financial Statements. The Borrower shall deliver to the Lender:

(a) as soon as reasonably possible after receipt by the Borrower, a copy of any material report that is prepared and submitted by the Borrower's or the applicable Covered Group Member's independent certified public accountants at any time;

(b) from time to time such other information regarding the financial condition, operations, or business of any Covered Group Member as the Lender may reasonably request;

(c) promptly upon their becoming available, copies of (i) such other financial statements and reports, if any, as any Covered Group Member may be required to publicly file with the SEC or any similar or corresponding governmental commission, department or agency substituted therefor, including any filing made pursuant to Section 5.26, (ii) such other material financial statements and material reports, if any, as any Covered Group Member may be required to publicly file with any other similar or corresponding United States governmental commission, department, board, bureau, or agency, federal or state and (iii) such material financial statements and material reports, if any, as any Covered Group Member may be required to publicly file with any similar or corresponding non-United States governmental commission, department, board, bureau, or agency, federal or state;

(d) as soon as reasonably possible, and in any event within five Business Days after a Responsible Officer of a Covered Group Member knows or has reason to believe, that any of the events or conditions specified below with respect to any Plan or Multiemployer Plan has occurred or exists, a statement signed by a Responsible Officer of the relevant Covered Group Member setting forth details respecting such event or condition and the action, if any, that such Covered Group Member or any ERISA Affiliate proposes to take with respect thereto (and a copy of any report or notice required to be filed with or given to PBGC by such Loan Party or an ERISA Affiliate with respect to such event or condition);

(i) any Reportable Event which could reasonably be expected to result in a material liability, any failure to meet the minimum funding standard of Section 412 of the Code or Section 302 of ERISA with respect to a Plan, including, without limitation, the failure to make on or before its due date a required installment under the Code or ERISA regardless of the issuance of any waivers in accordance with Section 412(d) of the Code, any failure to make any material contribution to a Multiemployer Plan; and any request for a waiver under Section 412(d) of the Code for any Plan;

(ii) the distribution under Section 4041(c) of ERISA of a notice of intent to terminate any Plan or any action taken by any Loan Party or an ERISA Affiliate to terminate any Plan;

(iii) the institution by PBGC of proceedings under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by any Loan Party or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by PBGC with respect to such Multiemployer Plan;

(iv) the complete or partial withdrawal from a Multiemployer Plan by any Loan Party or any ERISA Affiliate that results in liability under Section 4201 or 4204 of ERISA (including the obligation to satisfy secondary liability as a result of a purchaser default) or the receipt by any Loan Party or any ERISA Affiliate of notice from a Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241

or 4245 of ERISA or that it intends to terminate or has terminated under Section 4041A of ERISA, which could reasonably be expected to result in a material liability;

(v) the institution of a proceeding by a fiduciary of any Multiemployer Plan against any Loan Party or any ERISA Affiliate to enforce Section 515 of ERISA, which proceeding is not dismissed in 30 days or is not subject to the automatic stay under the Bankruptcy Code, which could reasonably be expected to result in a material liability; and

(vi) any violation of section 401(a)(29) of the Code;

(e) as soon as practicable prior to the effectiveness thereof, copies of substantially final drafts of any material amendment, supplement, waiver or other modification with respect to the Transaction Documents;

(f) (i) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the audited Consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on by Deloitte & Touche LLP or other independent certified public accountants of nationally recognized standing; and

(ii) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited Consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as at the end of such quarter and the related unaudited Consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to the absence of footnotes and to normal year-end audit adjustments);

all such financial statements shall be complete and correct in all material respects and be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein); provided, that with respect to the quarterly financial statements to be provided for the third fiscal quarter of 2009, such financial statements shall be provided on a modified basis within the time frame set forth in clause (ii) above, with GAAP-compliant versions of such financial statements to be provided at the same time as the audited financial statements for fiscal year 2009 described in clause (i) above; and

(g) to the extent that the Borrower prepares quarterly or annual reports as to the Consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as at the end of the related quarter or fiscal year (as the case may be) and the related Consolidated statements of income and of cash flows for such quarter or fiscal year (as applicable) which set forth in comparison form the figures as of the end of and for the corresponding period in the previous

fiscal year (such figures for the year ending December 31, 2009 adjusted to reflect the Related Transactions), the Borrower shall promptly furnish copies of such reports to the Lender.

5.2. Notices; Reporting Requirements. The relevant Loan Party shall deliver written notice to the Lender of the following:

(a) Defaults. The occurrence of any Default or Event of Default, or any material event of default under any publicly filed material Contractual Obligation of any Covered Group Member or any Financing Subsidiary which notice shall be given promptly after a Responsible Officer or any officer of a Covered Group Member with a title of at least executive vice president becomes aware thereof and shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein;

(b) [Intentionally Omitted];

(c) [Intentionally Omitted];

(d) [Intentionally Omitted];

(e) [Intentionally Omitted];

(f) [Intentionally Omitted];

(g) [Intentionally Omitted];

(h) Compliance Certificate. On the date that is the earlier of (x) the date of delivery of the financial statements referred to in Section 5.1(f) and (y) the date such financial statements are required to be delivered by Section 5.1(f), a Compliance Certificate, executed by a Responsible Officer of the Borrower, stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate;

(i) 13-Week Forecast; Foreign Investment Schedule. On each alternate Wednesday (or if such day is not a Business Day, the next succeeding Business Day), beginning on July 15, 2009 and ending on the Reserve Reporting Termination Date, the Borrower shall deliver to the Lender a bi-weekly status report substantially in a form reasonably acceptable to the Lender, together with a schedule setting forth each Investment and series of related Investments by the Borrower and any U.S. Subsidiary in any Person other than a U.S. Person, exceeding $250,000,000 projected to be made during the period covered by such status report.

(j) Liquidity. On the twenty-fifth day of each calendar month (or if such day is not a Business Day, the next succeeding Business Day), beginning on July 25, 2009 and ending on the Reserve Reporting Termination Date, the Borrower shall deliver to the Lender a monthly liquidity status report in substantially a form reasonably acceptable to the Lender;

(k) Budgets. On the twenty-fifth day of each calendar month (or if such day is not a Business Day, the next succeeding Business Day), beginning on July 25, 2009 and ending on the Reserve Reporting Termination Date, a Budget covering (i) the then current fiscal year (presented on a monthly basis) and (ii) the four fiscal years immediately succeeding such

fiscal year (presented on an annual basis), provided, that the information described in the preceding clause (ii) shall be updated as and when such information is updated and approved by the board of directors of the Borrower;

(l) Expense Policy. During the Relevant Period, within 15 days after the conclusion of each calendar month, beginning with July 2009, the Borrower shall deliver to the Lender a certification signed by a Responsible Officer of the Borrower that (i) the Expense Policy conforms to the requirements set forth herein; (ii) the Borrower and its Subsidiaries are in compliance with the Expense Policy; and (iii) there have been no material amendments to the Expense Policy or deviations from the Expense Policy other than those that have been disclosed to and approved by the Lender; provided that the requirement to deliver the certification referenced in this Section 5.2(l) may be qualified as to the best of such Responsible Officer's knowledge after due inquiry and investigation; and

(m) Executive Privileges and Compensation. During the Relevant Period, the Borrower shall submit a certification within 15 days after the conclusion of each fiscal quarter beginning with the fiscal quarter ended September 30, 2009, certifying that the Borrower has complied with and is in compliance with the provisions set forth in Section 5.16. Such certification shall be made to the Lender by an SEO of the Borrower, subject to the requirements and penalties set forth in Title 18, United States Code, Section 1001.

5.3. Existence. The Borrower shall cause each Covered Group Member to:

(a) except as permitted under Section 6.1 or with respect to Covered Group Members that are not Material Covered Group Members, preserve and maintain its legal existence and all of its material rights, privileges, licenses and franchises;

(b) [intentionally omitted];

(c) comply with the requirements of all Applicable Laws, rules, regulations and orders of Governmental Authorities if failure to comply with such requirements could be reasonably likely (either individually or in the aggregate) to have a Material Adverse Effect on any Loan Party or the Collateral;

(d) [intentionally omitted];

(e) give the Lender a written notice not later than ten days after the occurrence of any (i) change in the location of a Loan Party's chief executive office/chief place of business from that specified in Section 3.10, (ii) change in a Loan Party's name, identity or corporate structure (or the equivalent) or change the location where it maintains records with respect to the Collateral, or (iii) a Loan Party's reincorporation or reorganization under the laws of another jurisdiction, and deliver to the Lender all Uniform Commercial Code financing statements and amendments as the Lender shall request, and take all other actions deemed reasonably necessary by the Lender to continue its perfected status in the Collateral with the same or better priority; and

(f) keep in full force and effect the provisions of the Loan Parties' charter documents, certificate of incorporation, by-laws, operating agreements or similar organizational

documents, except as permitted by Section 6.1 and for such changes that are not materially adverse to the interests of the Lender.

5.4. Payments of Obligations. The Borrower shall and shall cause each Covered Group Member (i) to timely file or cause to be filed all federal and material state and other tax returns that are required to be filed and all such tax returns shall be true and correct and (ii) to timely pay and discharge or cause to be paid and discharged promptly all federal and material state and other taxes, assessments and governmental charges or levies imposed upon the Borrower or any of the other Covered Group Members or upon any of their respective incomes or receipts or upon any of their respective properties before the same shall become in default or past due, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might result in the imposition of a Lien or charge upon such properties or any part thereof; provided that it shall not constitute a violation of the provisions of this Section 5.4 if the Borrower or any of the other Covered Group Members shall fail to pay any such tax, assessment, government charge or levy or claim for labor, materials or supplies which is being contested in good faith, by proper proceedings diligently pursued, and as to which adequate reserves have been provided.

5.5. Use of Proceeds. The Loan Parties and their Subsidiaries shall use the Loan proceeds only for the purposes set forth in Section 3.20 and in a manner generally consistent with the Budget for so long as one is being delivered hereunder, provided, that the Reserve Funds shall be used only for items and purposes as approved in accordance with the procedures set forth in Section 4.2.

5.6. Maintenance of Property; Insurance. The Borrower shall cause each Covered Group Member to:

(a) keep all property useful and necessary in its business in good working order and condition;

(b) maintain errors and omissions insurance and blanket bond coverage in such amounts as were in effect on the Original Effective Date (as disclosed to the Lender in writing except in the event of self-insurance) and shall not reduce such coverage without the written consent of the Lender, and shall also maintain such other insurance with financially sound and reputable insurance companies, and with respect to property and risks of a character usually maintained by entities engaged in the same or similar business similarly situated, against loss, damage and liability of the kinds and in the amounts customarily maintained by such entities. Notwithstanding anything to the contrary in this Section 5.6, to the extent that any Loan Party was engaged in self-insurance with respect to any of its property as of the Original Effective Date, such Loan Party may, if consistent with past practices of (i) in the case of the Borrower, GM Oldco, or (ii) in the case of any other Loan Party, such Loan Party during such time as it was a GM Oldco Party, continue to engage in such self-insurance throughout the term of this Agreement; provided, that the Loan Party shall promptly obtain third party insurance that conforms to the criteria in this Section 5.6 at the request of the Lender; and

(c) use its best efforts to protect the Intellectual Property that is material to the conduct of its business in a manner that is consistent with the value of such Intellectual Property.

5.7. Further Identification of Collateral. Each Loan Party will furnish to the Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Lender may reasonably request, all in reasonable detail.

5.8. Defense of Title. Each Loan Party warrants and will defend the right, title and interest of the Lender in and to all Collateral against all adverse claims and demands of all Persons whomsoever, subject to (x) the restrictions imposed by the Existing Agreements to the extent that such restrictions are valid and enforceable under the applicable Uniform Commercial Code and other Requirements of Law and (y) the rights of holders of any Permitted Lien.

5.9. Preservation of Collateral. Each Loan Party shall do all things necessary to preserve the Collateral so that the Collateral remains subject to a perfected security interest with the priority provided for such security interest under the Loan Documents. Without limiting the foregoing, each Loan Party will comply with all Applicable Laws, rules and regulations of any Governmental Authority applicable to such Loan Party or relating to the Collateral and will cause the Collateral to comply with all Applicable Laws, rules and regulations of any such Governmental Authority, except where failure to so comply would not reasonably be expected to have a Material Adverse Effect.

5.10. [Intentionally Omitted].

5.11. Maintenance of Licenses. Except where the failure to do so could not reasonably be likely to have a Material Adverse Effect, the Borrower shall cause each Covered Group Member to (i) maintain all licenses, permits, authorizations or other approvals necessary for such Covered Group Member to conduct its business and to perform its obligations under the Loan Documents, (ii) remain in good standing under the laws of the jurisdiction of its organization, and in each other jurisdiction where such qualification and good standing are necessary for the successful operation of such Covered Group Member's business, and (iii) shall conduct its business in accordance with Applicable Law in all material respects.

5.12. [Intentionally Omitted].

5.13. OFAC. At all times throughout the term of this Agreement, each Loan Party and its Controlled Affiliates (a) shall be in full compliance with all applicable orders, rules, regulations and recommendations of OFAC and (b) shall not permit any Collateral to be maintained, insured, traded, or used (directly or indirectly) in violation of any United States statutes, rules or regulations, in a Prohibited Jurisdiction or by a Prohibited Person, and no lessee or sublessee shall be a Prohibited Person or a Person organized in a Prohibited Jurisdiction.

5.14. Investment Company. Each Covered Group Member will conduct its operations in a manner which will not subject it to registration as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended from time to time.

5.15. Further Assurances. (a) The Borrower shall, and shall cause each Covered Group Member to, from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take such actions, as the Lender may reasonably request for the purposes of implementing or effectuating the provisions

of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of the Lender with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Covered Group Member which may be deemed to be part of the Collateral) pursuant hereto or thereto. Upon the exercise by the Lender of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents that requires any consent, approval, recording, qualification or authorization of any Governmental Authority, the Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Lender may be required to obtain from the Borrower or any Covered Group Member in connection with such governmental consent, approval, recording, qualification or authorization.

(b) In furtherance and not in limitation of the foregoing, until the earlier of (i) the ninetieth day after the Original Effective Date and (ii) the date on which the Borrower shall incur Excluded Secured Indebtedness, the Borrower shall execute and deliver, or cause to be executed and delivered, replacement Collateral Documents (which may be amendments, restatements, modifications or supplements of or to the Collateral Documents executed and delivered by Borrower to Lender on the Original Effective Date) as the Lender may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of the Lender with respect to the Collateral pursuant hereto and thereto.

5.16. Executive Privileges and Compensation. (a) During the Relevant Period, the Borrower shall comply with the following restrictions on executive privileges and compensation:

(i) the Borrower shall take all necessary action to ensure that its Specified Benefit Plans comply in all respects with the EESA, including, without limitation, the provisions of the Capital Purchase Program (as defined in the EESA) and the TARP Standards for Compensation and Corporate Governance, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations promulgated under the EESA, as the same shall be in effect from time to time (collectively, the "Compensation Regulations"), and shall not adopt any new Specified Benefit Plan (x) that does not comply therewith or (y) that does not expressly state and require that such Specified Benefit Plan and any compensation thereunder shall be subject to all relevant Compensation Regulations adopted, issued or released on or after the date any such Specified Benefit Plan is adopted. To the extent that the Compensation Regulations change, or are implemented, in a manner that requires changes to then-existing Specified Benefit Plans, the Borrower shall effect such changes to its Specified Benefit Plans as promptly as practicable after it has actual knowledge of such changes in order to be in compliance with this Section 5.16(a)(i) (and shall be deemed to be in compliance for a reasonable period within which to effect such changes);

(ii) the Borrower shall be subject to the limits on the deductibility of executive compensation imposed by section 162(m)(5) of the Code;

(iii) the Borrower shall not pay or accrue any bonus or incentive compensation to the Senior Employees, except as may be permitted under the EESA or the Compensation Regulations;

(iv) the Borrower shall not adopt or maintain any compensation plan that would encourage manipulation of its reported earnings to enhance the compensation of any of its employees;

(v) the Borrower shall maintain (A) the reductions contemplated by Section 6.17(e) of the Sellers' Disclosure Schedule to the Master Transaction Agreement and (B) unless otherwise consented to by the Treasury, all suspensions and other restrictions of contributions to Specified Benefit Plans that were in place or initiated as of the Original Effective Date; and

(vi) the Borrower shall otherwise comply with the provisions of the Capital Purchase Program and the TARP Standards for Compensation and Corporate Governance, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, including without limitation the prohibition on golden parachute and tax "gross up" payments, the requirement with respect to the establishment of a compensation committee of the board of directors, and the requirement that the Borrower provide certain disclosures to the Treasury and, to the extent that it is not the Treasury, the Borrower's primary regulator.

At all times throughout the Relevant Period, the Lender shall have the right to require any Group Member to claw back any bonuses or other compensation, including golden parachutes, paid to any Senior Employees by any Group Member or GM Oldco Party in violation of any of the foregoing or of any of Section 5.16 of the DIP Credit Agreement.

(b) During the Relevant Period, within 15 days after the conclusion of each fiscal quarter beginning with the fiscal quarter ending September 30, 2009, the Borrower shall cause (i) its principal executive officer and principal financial officer, (or, in each case, a person acting in a similar capacity) and (ii) its compensation committee, as applicable, to provide the certifications to the Treasury and the Borrower's primary regulator required by the rules set forth in 31 C.F.R. Part 30. During the Relevant Period, the Borrower shall preserve appropriate documentation and records to substantiate such certification in an easily accessible place for a period not less than three years following the Maturity Date.

5.17. Aircraft. With respect to any private passenger aircraft or interest in such aircraft that was owned or held by the Borrower or any of its respective Subsidiaries on the Original Effective Date, such party shall demonstrate to the satisfaction of the Treasury that it is taking all reasonable steps to divest itself of such aircraft or interest. In addition, during the Relevant Period, the Borrower shall not acquire or lease any private passenger aircraft or interest in private passenger aircraft after the Original Effective Date.

5.18. Restrictions on Expenses. (a) At all times throughout the Relevant Period, the Borrower shall maintain and implement an Expense Policy, provide the Expense Policy to the Treasury and the Borrower's primary regulatory agency, and post the text of the

Expense Policy on its Internet website, if the Borrower maintains a company website, and distribute the Expense Policy to all employees covered under the Expense Policy. Any material amendments to the Expense Policy shall require the prior written consent of the Treasury, and any material deviations from the Expense Policy, whether in contravention thereof or pursuant to waivers provided for thereunder, shall promptly be reported to the Treasury.

(b) The Expense Policy shall, at a minimum: (i) require compliance with all Requirements of Law, (ii) apply to the Borrower and all of its Subsidiaries, (iii) govern (A) the hosting, sponsorship or other payment for conferences and events, (B) travel accommodations and expenditures, (C) consulting arrangements with outside service providers, (D) any new lease or acquisition of real estate, (E) expenses relating to office or facility renovations or relocations, and (F) expenses relating to entertainment or holiday parties, (iv) provide for (x) internal reporting and oversight, and (y) mechanisms for addressing non-compliance with the Expense Policy, and (v) comply in all respects with the provisions of the Capital Purchase Program and the TARP Standards for Compensation and Corporate Governance, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30.

5.19. Employ American Workers Act. During the Relevant Period, the Borrower shall comply, and the Borrower shall take all necessary action to ensure that its Subsidiaries comply, in all respects with the provisions of the EAWA, as applicable.

5.20. Internal Controls; Recordkeeping; Additional Reporting. (a) During the Relevant Period, the Borrower shall promptly establish internal controls to provide reasonable assurance of compliance in all material respects with each of the Borrower's covenants and agreements set forth in Sections 5.16, 5.17, 5.18, 5.19 and 5.20(b) hereof and shall collect, maintain and preserve reasonable records evidencing such internal controls and compliance therewith, a copy of which records shall be provided to the Lender promptly upon request. On the 15th day after the last day of each calendar quarter (or, if such day is not a Business Day, on the first Business Day after such day) commencing with the calendar quarter ending September 30, 2009, the Borrower shall deliver to the Lender (at its address set forth in Section 8.2) a report setting forth in reasonable detail (x) the status of implementing such internal controls and (y) the Borrower's compliance (including any instances of material non-compliance) with such covenants and agreements. Such report shall be accompanied by a certification duly executed by an SEO of the Borrower stating that such quarterly report is accurate in all material respects to the best of such SEO's knowledge, which certification shall be made subject to the requirements and penalties set forth in Title 18, United States Code, Section 1001.

(b) The Borrower shall use its reasonable best efforts to account for the use and expected use of the proceeds from the Loans. On the 15th day after the last day of each calendar quarter (or, if such day is not a Business Day, on the first Business Day after such day) commencing with the calendar quarter ending September 30, 2009, the Borrower shall deliver to the Lender (at its address set forth in Section 8.2) a report setting forth in reasonable detail the actual use of the proceeds from the Loans (to the extent not previously reported on to the Lender pursuant to Section 4.2). Such report shall be accompanied by a certification duly executed by an SEO of the Borrower that such quarterly report is accurate in all material respects to the best

of such SEO's knowledge, which certification shall be made subject to the requirements and penalties set forth in Title 18, United States Code, section 1001.

(c) The Borrower shall collect, maintain and preserve reasonable records relating to the implementation of the Auto Supplier Support Program and all other Federal support programs provided to the Borrower or any of its Subsidiaries pursuant to the EESA, the use of the proceeds thereunder and the compliance with the terms and provisions of such programs; provided that the Borrower shall have no obligation to comply with the foregoing in connection with any such program to the extent that such program independently requires, by its express terms, the Borrower to collect, maintain and preserve any records in connection therewith. The Borrower shall provide the Lender with copy of all such reasonable records promptly upon request.

5.21. Waivers. (a) For any Person who was a Loan Party as of the Original Effective Date and any Person that has become or becomes a Loan Party after the Original Effective Date, the Borrower shall cause a waiver, in substantially the form attached hereto as Exhibit D-1, to be duly executed by such Loan Party and promptly delivered to the Treasury (except to the extent previously executed and delivered on or prior to the Original Effective Date pursuant to Section 5.21 of the Existing Credit Agreement).

(b) For any Person who was an SEO as of the Original Effective Date and any Person that has become or becomes an SEO after the Original Effective Date, the Borrower shall cause a waiver, in substantially the form attached hereto as Exhibit D-2, to be duly executed by such SEO, and promptly delivered to the Treasury (except to the extent previously executed and delivered on or prior to the Original Effective Date pursuant to Section 5.21 of the Existing Credit Agreement).

(c) For any Person who was an SEO as of the Original Effective Date and any Person that has become or becomes an SEO after the Original Effective Date, the Borrower shall cause a consent and waiver, in substantially the form attached hereto as Exhibit D-3, to be duly executed by such SEO, and promptly delivered to the Borrower (with a copy to the Treasury) (except to the extent previously executed and delivered on or prior to the Original Effective Date pursuant to Section 5.21 of the Existing Credit Agreement).

(d) For any Person who was a Senior Employee as of the Original Effective Date and any Person that has become or becomes an Senior Employee after the Original Effective Date, the Borrower shall cause a waiver, in substantially the form attached hereto as Exhibit D-4, to be duly executed by such Senior Employee, and promptly delivered to the Treasury (except to the extent previously executed and delivered on or prior to the Original Effective Date pursuant to Section 5.21 of the Existing Credit Agreement).

(e) For any Person who was a Senior Employee as of the Original Effective Date and any Person that has become or becomes an Senior Employee after the Original Effective Date, the Borrower shall cause a consent and waiver, in substantially the form attached hereto as Exhibit D-5, to be duly executed by such Senior Employee, and promptly delivered to the Borrower (with a copy to the Treasury) (except to the extent previously executed and

delivered on or prior to the Original Effective Date pursuant to Section 5.21 of the Existing Credit Agreement).

5.22. Modification of Canadian Facility Documents and VEBA Note Facility. (a) The Borrower shall notify the Lender in writing of the effectiveness of any amendments, supplements, or other modifications to the documents related to the Canadian Facility not less than five Business Days, if practicable, prior to the same becoming effective (or concurrently with notice thereof to the Canadian Lender, if the Borrower gives such notice fewer than five Business Days prior to the same becoming effective).

(b) Subject to the Intercreditor Agreement, the Borrower shall notify the Lender in writing of the effectiveness of any amendments, supplements, or other modifications to the documents related to the VEBA Note Facility not less than five Business Days, if practicable, prior to the same becoming effective (or concurrently with notice thereof to the VEBA, if the Borrower gives such notice fewer than five Business Days prior to the same becoming effective).

5.23. Additional Guarantors. Except as otherwise agreed to by the Lender, the Borrower shall cause each U.S. Subsidiary of a Covered Group Member who becomes a Subsidiary after the Effective Date to become a Guarantor (each, an "Additional Guarantor") in accordance with Section 4.24 of the Guaranty, other than Excluded Subsidiaries (except for Subsidiaries that were guarantors under the DIP Credit Agreement or the Existing UST Term Loan Agreements).

5.24. [Intentionally Omitted].

5.25. Inspection of Property; Books and Records; Discussions. The Borrower shall, and shall cause each Group Member to, (a) except with respect to Excluded Subsidiaries, keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities, and (b) permit representatives of the Lender, the Special Inspector General of the Troubled Asset Relief Program or the Comptroller General of the United States to visit and inspect any of its properties and examine and make abstracts from any of its books and records and other data delivered to them pursuant to the Loan Documents at any reasonable time and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with its independent certified public accountants.

5.26. SEC Reporting Requirements. Prior to the filing of a registration statement under the Securities Act, the Borrower shall file those reports contemplated to be filed by the Borrower pursuant to that certain no-action relief letter issued to GM Oldco by the SEC on or about the Original Effective Date.

5.27. Vitality Commitment. (a) Consistent with the Business Plan that the Borrower developed and the assumptions made in said plan, and taking note of the production commitments provided to the Canadian Lender and/or the Governments of Canada and Ontario, the Borrower agrees to use its commercially reasonable best efforts to ensure that the volume of

manufacturing conducted in the United States is consistent with at least 90% of the level envisioned in that Business Plan, absent a material adverse change in its business or operating environment which would make the commitment outlined herein non-economic. In the event that such a material adverse change occurs, the Borrower agrees to use its commercially reasonable best efforts to ensure that the volume of United States manufacturing is the minimum variance from the Business Plan that is consistent with good business judgment and the intent of the commitment.

(b) The commitment set forth in Section 5.27(a) will remain in effect until the later of December 31, 2014 and the date on which all of its Loans from the Treasury have been repaid, provided that, in the event the Treasury has received total proceeds from debt repayments, preferred stock redemptions and common stock sales equal to the total dollar amount of all Treasury invested capital, then the commitments outlined herein shall no longer be in force.

5.28. Survival of TARP Covenants.

(a) The obligation of the Loan Parties to comply with the TARP Covenants shall survive during the Relevant Period or, in the case of Section 5.27, during the Vitality Commitment Period, notwithstanding the repayment in full of all the Loans and the other Obligations.

(b) Each Loan Party acknowledges that survival of the TARP Covenants was a material inducement to the Treasury entering into this Agreement and providing the Loans, and each Loan Party further acknowledges that it will not contest that the Treasury does not have an adequate remedy at law for a breach of the TARP Covenants and that the Treasury cannot be made whole by the payment of monetary damages. The Treasury is entitled to seek specific performance of the TARP Covenants and the appointment of a court-ordered monitor acceptable to the Treasury (and at the sole expense of the Borrower) to ensure compliance with the TARP Covenants. In addition, each Loan Party agrees that it (i) shall not oppose any motion for preliminary or permanent injunctive relief or any other similar form of expedited relief in an action by the Treasury to enforce the TARP Covenants on the ground that the Treasury has not sustained irreparable harm or on any other basis (other than a defense on the merits), and (ii) waives all defenses and counterclaims that may at any time be available to or be asserted by such Loan Party against the Treasury with respect to the enforceability of the TARP Covenants and/or the remedy of specific performance of the TARP Covenants. Each Loan Party submits to the jurisdiction of the United States District Court for the District of Columbia for purposes of enforcement of the TARP Covenants, and any appellate court therefrom, and consents that any such action or proceeding to enforce the TARP Covenants may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.

5.29. [Intentionally Omitted.]

5.30. Intellectual Property. Each Loan Party shall use its best efforts to ensure that the Lender is obtaining through the Loan Documents sufficient rights and assets to enable a

subsequent purchaser of the Collateral (subject to Permitted Liens) in a sale pursuant to its remedies under any Loan Document to manufacture vehicles of substantially the same quality and nature as those sold by the Borrower as of the Original Effective Date, provided that such purchaser has access to reasonably common motor vehicle technologies and manufacturing capabilities appropriate for vehicles of such nature, and to market such vehicles through substantially similar channels as those employed by the Borrower.

5.31. Various Agreements. The Borrower shall at all times comply in all material respects with the Registration Rights Agreement and the Stockholders Agreement.

5.32. Notice of Investments. The Borrower shall provide the Lender with ten Business Days' prior written notice of any Investment or series of related Investments by the Borrower or any U.S. Subsidiary in any Person other than a U.S. Person exceeding $250,000,000.

## SECTION 6

## NEGATIVE COVENANTS

Each Loan Party jointly and severally covenants and agrees that, so long as the Loans are outstanding and until payment in full of all Obligations, each Loan Party shall and shall cause each Covered Group Member and each of its other applicable Subsidiaries to comply with the following negative covenants:

6.1. Prohibition on Fundamental Changes; Disposition of Collateral. No Covered Group Member shall, at any time, directly or indirectly, enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation, winding up or dissolution), or Dispose of all or substantially all of its Property without the Lender's prior consent, provided that, (a) any Covered Group Member may merge with, consolidate with, amalgamate with, Dispose of all or substantially all of its Property (and thereafter wind up or dissolve itself, and (b) the Restructuring may occur, in each case subject to the following conditions: (i) such action does not result in the material diminishment of the Collateral, taken as a whole, except in the case of Asset Sales subject to clause (ii) below, (ii) in the case of any such Disposition, the Net Cash Proceeds thereof are applied in accordance with Section 2.5, and (iii) (A) in the case of a merger, consolidation or amalgamation with or into the Borrower, the Borrower shall be the continuing or surviving entity or, in the event that the Borrower is not the continuing or surviving entity, or in the case of the Restructuring or a Disposition of all or substantially all of the Borrower's Property to any other Person, (1) the continuing, surviving or acquiring entity, or in the case of the Restructuring, the intermediate holding company acquiring the equity interests in the Initial Borrower (any of the foregoing, as the case may be, the "Replacement Borrower") expressly assumes the obligations of the Borrower under the Loan Documents and the VEBA Note Facility, (2) the Replacement Borrower is organized under the laws of a State in the United States, (3) the Replacement Borrower shall have delivered to the Lender such assumption and joinder agreements and related documents and instruments, due diligence information, lien searches, consents, certificates, organizational documents and resolutions, legal opinions and waivers as the Lender may reasonably request, each in form and substance satisfactory to the Lender in its sole discretion,

and (B) in the case of a merger, consolidation or amalgamation with or into any Guarantor, such Guarantor shall be the continuing or surviving entity or, in the event that such Guarantor is not the continuing or surviving entity, (1) the continuing or surviving entity (a "Replacement Guarantor") expressly assumes the obligations of such Guarantor under the Loan Documents and the VEBA Note Facility or promptly after the consummation of such transaction, the Replacement Guarantor shall become a Guarantor, (2) the Replacement Guarantor is organized under the laws of a State in the United States, and (3) the Replacement Guarantor shall have delivered to the Lender such assumption and joinder agreements and related documents and instruments, due diligence information, lien searches, consents, certificates, organizational documents and resolutions, legal opinions and waivers as the Lender may reasonably request, each in form and substance satisfactory to the Lender in its sole discretion.

6.2. [Intentionally Omitted].

6.3. [Intentionally Omitted].

6.4. Limitation on Liens. None of the Borrower, any Covered Group Member nor any Structured Financing Subsidiary will, create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except Permitted Liens.

6.5. Restricted Payments. No Covered Group Member shall, (i) declare or pay any dividend (other than dividends payable solely in common Capital Stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of any Capital Stock of any Covered Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Covered Group Member or (ii) optionally prepay, repurchase, redeem or otherwise optionally satisfy or defease with cash or Cash Equivalents any Indebtedness (other than any Permitted Indebtedness in accordance with this Agreement) (any such payment referred to in clauses (i) and (ii), a "Restricted Payment"), other than:

(a) redemptions, acquisitions or the retirement for value or repurchases (or loans, distributions or advances to effect the same) of shares of Capital Stock from current or former officers, directors, consultants and employees, including upon the exercise of stock options or warrants for such Capital Stock, or any executive or employee savings or compensation plans, or, in each case to the extent applicable, their respective estates, spouses, former spouses or family members or other permitted transferees;

(b) any Subsidiary (including an Excluded Subsidiary) may make Restricted Payments to its direct parents or to the Borrower or any Guarantor that is a Wholly Owned Subsidiary;

(c) any JV Subsidiary may make Restricted Payments required or permitted to be made pursuant to the terms of the joint venture arrangements to holders of its Capital Stock, provided that, the Borrower and its Subsidiaries have received their *pro rata* portion of such Restricted Payments;

(d) Permitted Tax Distributions;

(e) Restricted Payments to the Borrower's direct or indirect parent the proceeds of which are to be used by such Person to pay (i) its operating expenses and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses) incurred in the ordinary course of business of such Person, (ii) reasonable and customary indemnification claims made by directors or officers of such Person attributable to the ownership or operation of the Borrower and its Subsidiaries and (iii) any amount due and payable by the Borrower or any of its Subsidiaries that is permitted to be paid by the Borrower and its Subsidiaries under this Agreement;

(f) the Borrower may make Restricted Payments so long as (i) no Default or Event of Default shall have occurred and be continuing at the time of such payment and (ii) immediately prior to and after giving effect to such Restricted Payment, the Consolidated Leverage Ratio shall be less than 3.00 to 1.00; and

(g) the Borrower may make Restricted Payments in respect of preferred Capital Stock of the Borrower to the holders thereof.

6.6. Amendments to Transaction Documents. No Covered Group Member shall (a) amend, supplement or otherwise modify (pursuant to a waiver or otherwise) the terms and conditions of the indemnities and licenses furnished to the Borrower and its successors or any of its Subsidiaries pursuant to the Transaction Documents (other than as specifically contemplated thereby) such that after giving effect thereto such indemnities or licenses, taken as a whole, shall be materially less favorable to the interests of the Borrower and its successors and Subsidiaries or the Lender with respect thereto or (b) otherwise amend, supplement or otherwise modify the terms and conditions of the Transaction Documents (other than as specifically contemplated thereby) in such a manner as could reasonably be expected to increase the consideration or obligations owed by the Borrower as "Buyer" thereunder to the Sellers.

6.7. [Intentionally Omitted].

6.8. Negative Pledge. No Covered Group Member shall enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of any North American Group Member to create, incur, assume or permit to exist any Lien upon any of the Collateral, whether now owned or hereafter acquired, other than this Agreement, the other Loan Documents, the Existing Agreements, and Permitted Liens; provided that the agreements excepted from the restrictions of this Section shall include customary negative pledge clauses in agreements providing refinancing Indebtedness or permitted unsecured Indebtedness.

6.9. Indebtedness. No Covered Group Member nor any Structured Financing Subsidiary shall create, incur, assume or suffer to exist any Indebtedness except Permitted Indebtedness.

6.10. [Intentionally Omitted].

6.11. [Intentionally Omitted].

6.12. Limitation on Sale of Assets. Subject to any other applicable provision of any Loan Document, each Covered Group Member shall have the right to Dispose freely of any of its Property (including, without limitation, receivables and leasehold interests) whether now owned or hereafter acquired; provided that, to the extent required, the Net Cash Proceeds thereof are applied in accordance with Section 2.5.

6.13. Restrictions on Pension Plans. (a) During the Relevant Period, and except by operation of law, no Loan Party or ERISA Affiliate shall increase any pecuniary or other benefits obligated or incurred by any Plan nor shall any Loan Party or ERISA Affiliate provide for other ancillary benefits or lump sum benefits that would be funded by the assets held by any Plan other than benefits due in accordance with Plan terms as of the Original Effective Date.

(b) Notwithstanding the foregoing, the prohibitions on benefit increases under Section 6.13(a) shall not apply to (i) the creation or payment of any obligations associated with any plant shutdowns, permanent layoffs, attrition programs, or other workforce reduction programs after the Original Effective Date and (ii) a benefit that was not in effect under the terms of a Plan on December 31, 2008 if the Lender approves such benefit increase and, in the case of each of clause (i) and (ii) above, at the time of such benefit increase and taking into account such benefit increase, each Plan of the Borrower and each Plan of each of its ERISA Affiliates is fully funded. In addition, during the Relevant Period, the Borrower agrees that no contribution under section 206(g)(1)(B), 206(g)(2)(B), or 206(g)(4)(B) of ERISA shall be made to any Plan.

(c) During the Relevant Period, the Borrower shall comply with the provisions of this Section 6.13. This Section 6.13 shall survive termination of this Agreement and satisfaction of all Obligations thereunder.

6.14. [Intentionally Omitted].

6.15. [Intentionally Omitted].

6.16. Clauses Restricting Subsidiary Distributions. The Borrower will not, and will not permit any Guarantor to, enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any such Guarantor to (a) make Restricted Payments in respect of any Capital Stock of such Guarantor held by, or pay any Indebtedness owed to, the Borrower or any Guarantor, (b) make loans or advances to, or other Investments in, the Borrower or any Guarantor or (c) transfer any of its assets to the Borrower or any Guarantor, except, in the case of each of clauses (a), (b) and (c) above, for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents and the VEBA Note Facility and, solely with respect to GM Canada and its Subsidiaries, the Canadian Facility, (ii) any restrictions with respect to a Guarantor imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Guarantor, (iii) any agreement or instrument governing Indebtedness assumed in connection with the acquisition of assets by the Borrower or any Guarantor permitted hereunder or secured by a Lien encumbering assets acquired in connection therewith, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired, (iv) restrictions on the transfer of assets subject to any Lien permitted by Section 6.4 imposed by the holder of such Lien or on the

transfer of assets subject to a Disposition permitted by Section 6.12 imposed by the acquirer of such assets, (v) provisions in joint venture agreements and other similar agreements (in each case relating solely to the respective joint venture or similar entity or the Capital Stock therein) entered into in the ordinary course of business, (vi) restrictions contained in the terms of any agreements governing purchase money obligations, Capital Lease Obligations or Attributable Obligations not incurred in violation of this Agreement, provided that, such restrictions relate only to the Property financed with such Indebtedness, (vii) restrictions contained in any Existing Agreement, (viii) restrictions contained in any agreement relating to any Indebtedness to the extent permitted by the provisions of any Excluded Secured Indebtedness or Additional Secured Indebtedness, (ix) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business, (x) customary non-assignment provisions in leases, contracts, licenses and other agreements entered into in the ordinary course of business and consistent with past practices (including past practices of the GM Oldco Parties, as applicable), or (xi) any amendments, modifications, restatements, increases, supplements, refundings, replacements, or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (x) above; provided, however, that the provisions relating to such encumbrance or restriction contained in any such amendment, modification, restatement, increase, supplement, refunding, replacement, or refinancing are not materially less favorable, taken as a whole, to the Group Members and the Lender than the provisions relating to such encumbrance or restriction contained in agreements referred to in such clause.

6.17. [Intentionally Omitted].

6.18. [Intentionally Omitted].

6.19. [Intentionally Omitted].

6.20. Conflict with Canadian Facility. Notwithstanding anything to the contrary herein, nothing contained in this Section 6 shall restrict, limit or otherwise prohibit GM Canada or any of its Canadian Subsidiaries from complying with any payment obligation or any other affirmative obligation under the Canadian Facility.

6.21. [Intentionally Omitted].

6.22. Conflict with VEBA Note Facility. Notwithstanding anything to the contrary herein, nothing contained in this Section 6 shall restrict, limit or otherwise prohibit the Borrower or any of its Subsidiaries from complying with any payment obligation or any other affirmative obligation under the VEBA Note Facility.

## SECTION 7

## EVENTS OF DEFAULT

7.1. Events of Default. Each of the following events shall constitute an "Event of Default", provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied:

(a) the Borrower shall default in the payment of any principal of or interest on the Loans when due (whether at stated maturity, upon acceleration or pursuant to Section 2.5), provided however, that the Borrower shall have five Business Days' grace period for the payment of interest hereunder; or

(b) any Guarantor shall default in its payment obligations under the Guaranty; or

(c) any Loan Party shall default in the payment of any other amount payable by it hereunder or under any other Loan Document after notification by the Lender of such default, and such default shall have continued unremedied for five Business Days; or

(d) any Loan Party shall breach any applicable covenant contained in Section 5.16 (Executive Privileges and Compensation), Section 5.17 (Aircraft), Section 5.18 (Restrictions on Expenses), Section 5.19 (Employ American Workers Act), Section 5.20 (Internal Controls; Recordkeeping; Additional Reporting), Section 5.21 (Waivers), or Section 6 hereof; or

(e) any Loan Party shall default in performance of or otherwise breach non-payment obligations or covenants under any of the Loan Documents not covered by another clause in this Section 7, and such default has not been remedied within the applicable grace period provided therein, or if no grace period, within 30 calendar days; or

(f) any representation, warranty or certification made or deemed made herein or in any other Loan Document by any Loan Party or any certificate furnished to the Lender pursuant to the provisions hereof or thereof, shall prove to have been false or misleading in any material respect as of the time made or furnished; or

(g) [intentionally omitted]; or

(h) [intentionally omitted]; or

(i) [intentionally omitted]; or

(j) any Material Covered Group Member shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, interim receiver, receiver and manager, custodian, trustee, interim trustee, examiner or liquidator of itself or of all or a substantial part of its directly-owned property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Bankruptcy Code, (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (v) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, (vi) take any corporate or other action for the purpose of effecting any of the foregoing, or (vii) generally fail to pay the Borrower's or such Material Covered Group Member's (as applicable) debts as they become due; or

(k) [intentionally omitted]; or

(l) [intentionally omitted]; or

(m) [intentionally omitted]; or

(n) a judgment or judgments as to any obligation for the payment of money in excess of $100,000,000 in the aggregate (to the extent that it is, in the reasonable determination of the Lender, uninsured and provided that any insurance or other credit posted in connection with an appeal shall not be deemed insurance for these purposes) shall be rendered against any Covered Group Member by one or more courts, administrative tribunals or other bodies having jurisdiction over them and the enforcement thereof shall not be stayed (by operation of law, the rules or orders of a court with jurisdiction over the matter or by consent of the party litigants) for ten calendar days; or there shall be rendered against any Covered Group Member a non-monetary judgment that causes or would reasonably be expected to cause a Material Adverse Effect on the ability of the Loan Parties (taken as a whole) to perform their obligations under the Loan Documents and the enforcement thereof shall not be stayed (by operation of law, the rules or orders of a court with jurisdiction over the matter or by consent of the party litigants) for ten calendar days; or

(o) [intentionally omitted]; or

(p) any Loan Document shall for whatever reason be terminated, the Loan Documents shall cease to create a valid security interest in any of the Collateral purported to be covered hereby or thereby, or any Loan Party's material obligations under the Loan Documents (including the Borrower's Obligations hereunder) shall cease to be in full force and effect, or the enforceability thereof shall be contested by any Group Member; or

(q) the filing of a motion, pleading or proceeding by any of the other Loan Parties which could reasonably be expected to result in a material impairment of the rights or interests of the Lender under any Loan Document, or a determination by a court with respect to a motion, pleading or proceeding brought by another party that results in a material impairment of the rights or interests of the Lender under any Loan Document; or

(r) [intentionally omitted]; or

(s) [intentionally omitted]; or

(t) (i) any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, or any other ERISA Event shall occur, (ii) any failure to meet the minimum funding standards of Section 302 of ERISA, whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC with respect to any such Plan shall arise on the assets of any Covered Group Member or any ERISA Affiliate, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Lender, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Plan shall terminate for purposes of Title IV of ERISA, (v) any Covered Group Member or any ERISA Affiliate shall, or in the reasonable opinion of the Lender is likely to, incur any liability in connection with a withdrawal from, or the

Insolvency or reorganization of, a Multiemployer Plan, (vi) any labor union or collective bargaining unit shall engage in a strike or other work stoppage, (vii) the assets of any Covered Group Member shall be treated as plan assets under 29 C.F.R. 2510.3-101 as amended by section 3(42) of ERISA, or (viii) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (viii) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to have a Material Adverse Effect; or

(u) any Change of Control shall have occurred without the prior consent of the Lender; or

(v) any Loan Party shall grant, or suffer to exist, any Lien on any Collateral other than Permitted Liens; or the Liens contemplated under the Loan Documents shall cease to be perfected Liens on the Collateral in favor of the Lender of the requisite priority hereunder with respect to such Collateral (subject to the Permitted Liens); or

(w) [intentionally omitted]; or

(x) any Governmental Authority or any person, agency or entity acting or purporting to act under governmental authority shall have taken any action to condemn, seize or appropriate, or to assume custody or control of, all or any substantial part of the Collateral, or (except with respect to any Permitted Holder in its capacity as a Permitted Holder) shall have taken any action to displace the management of any Material Covered Group Member or to curtail its authority in the conduct of the business of any Loan Party, and such action provided for in this subsection (x) shall not have been discontinued or stayed within 30 days; or

(y) [intentionally omitted]; or

(z) [intentionally omitted]; or

(aa) a custodian, receiver, conservator, liquidator, trustee or similar official for any Material Covered Group Member, or of any of its directly-owned Property (as a debtor or creditor protection procedure), is appointed or takes possession of such directly-owned Property; or any Material Covered Group Member is adjudicated bankrupt or insolvent; or an order for relief is entered under the Bankruptcy Code, or any successor or similar applicable statute, or any administrative insolvency scheme, against any Material Covered Group Member; or any of its directly-owned Property is sequestered by court or administrative order; or a petition is filed against any Material Covered Group Member under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, moratorium, delinquency or liquidation law of any jurisdiction, whether now or subsequently in effect, and such petition is not dismissed within 60 days; or

(bb) any Loan Party shall admit its inability to, or intention not to, perform any of such party's material Obligations hereunder; or

(cc) GM Canada shall (i) default in making any payment of any principal of any Indebtedness under the Canadian Facility on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness beyond

the period of grace, if any, provided in the Canadian Facility; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness (other than a breach of the COCA (as defined in the Canadian Facility)) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist (other than a breach of the COCA (as defined in the Canadian Facility)), the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; or

(dd) the Borrower shall (i) default in making any payment of any principal of any Indebtedness under the VEBA Note Facility on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the VEBA Note Facility; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; or

(ee) any Covered Group Member shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Loans, the Canadian Facility, and the VEBA Note Facility) on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness (including a breach of the COCA (as defined in the Canadian Facility)) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause such Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (ee) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (ee) shall have occurred and be continuing with respect to any such Indebtedness, the Outstanding Amount of which exceeds in the aggregate $100,000,000.

7.2. Remedies upon Event of Default. (a) If any Event of Default occurs and is continuing, without limiting the rights and remedies available to the Lender under Applicable Law, the Lender may, by written notice to the Borrower, take any or all of the following actions, at the same or different times:

(i) declare the principal of and accrued interest on the outstanding Loans to be immediately due and payable;

(ii) set-off any amounts held in any accounts maintained by any Loan Party with respect to which the Lender is a party to a control agreement; or

(iii) take any other action or exercise any other right or remedy (including, without limitation, with respect to the Liens in favor of the Lender) permitted under the Loan Documents or by Applicable Law.

(b) Notwithstanding the foregoing, if such event is an Event of Default specified in Section 7.1(j) or 7.1(aa) above with respect to the Borrower, automatically the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall immediately become due and payable.

(c) For the avoidance of doubt, the Lender may in its discretion waive any Default, Event of Default or any right it may have to take any enforcement action as a consequence thereof. Except as expressly provided above in this Section 7.2 or required by law (and which cannot be waived), presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

## SECTION 8

## MISCELLANEOUS

8.1. Amendments and Waivers. (a) Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 8.1 or as otherwise expressly provided herein. The Lender and the Borrower (on its own behalf and as agent on behalf of any other Loan Party party to the relevant Loan Document) may, from time to time, (i) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights or obligations of the Lender or of the Loan Parties hereunder or thereunder or (ii) waive, on such terms and conditions as the Lender may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences.

(b) Any such waiver and any such amendment, supplement or modification shall be binding upon the Loan Parties, the Lender and all future holders of the Loans. In the case of any waiver, the Loan Parties and the Lender shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon. Any such waiver, amendment, supplement or modification shall be effected by a written instrument signed by the parties required to sign pursuant to the foregoing provisions of this Section 8.1; provided that, delivery of an executed signature page of any such instrument by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

8.2. Notices. (a) All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy or electronic transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice or electronic transmission or overnight or hand delivery, when received, addressed as follows in the case of the Borrower and the Lender, or to such other address as may be hereafter notified by the respective parties hereto:

Borrower:

General Motors Company
300 Renaissance Center
Detroit, MI 48265-3000
Attention: Chief Financial Officer
Telecopy: 313-667-4605

with a copy to:

General Motors Company
767 Fifth Avenue, 14th Floor
New York, NY 10153
Attention: Treasurer
Telecopy: 212-418-3630

and

General Motors Company
300 Renaissance Center
Detroit, MI 48265-3000
Attention: Kimberly K. Hudolin
Telecopy: 248-267-4318

and:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119
Attention: Soo-Jin Shim
Telecopy: 212-310-8007

Lender:

The United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
Attention: Chief Counsel Office of Financial Stability
Telecopy: 202-927-9225
Email: OFSChiefCounselNotices@do.treas.gov

with a copy to:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281
Attention: John J. Rapisardi
Telecopy: 212-504-6666
Telephone: 212-504-6000

provided that any notice, request or demand to or upon the Lender shall not be effective until received.

(b) Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Lender in its sole discretion. The Lender or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

8.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

8.4. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

8.5. Payment of Expenses. The Borrower agrees (a) to pay or reimburse the Lender for all its (i) reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby (including the reasonable out-of-pocket costs and expenses and professional fees of the advisors and counsel to the Lender), and (ii) costs and expenses incurred in connection with the enforcement or preservation of any rights or exercise of remedies under this Agreement, the other Loan Documents and any other documents prepared in connection herewith or therewith in respect of any Event of Default or otherwise, including the fees and disbursements of counsel (including the allocated fees and disbursements and other charges of in-house counsel) to the Lender, (b) to pay, indemnify, or reimburse the Lender for, and hold the Lender harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying such fees, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or

administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (c) to pay, indemnify or reimburse the Lender, its affiliates, and its and their respective officers, directors, partners, employees, advisors, agents, controlling persons and trustees (each, an "Indemnitee") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by an Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of, the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, including any of the foregoing relating to the use or proposed use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations or assets of any Group Member, including any of the Mortgaged Properties, and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by any third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto (all the foregoing in this clause (c), collectively, the "Indemnified Liabilities"), provided that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities resulted from the gross negligence or willful misconduct of, in each case as determined by a final and nonappealable decision of a court of competent jurisdiction, such Indemnitee, any of its affiliates or its or their respective officers, directors, partners, employees, agents or controlling persons. No Indemnitee shall be liable for any damages arising from the use by unauthorized persons of information or other materials sent through electronic, telecommunications or other information transmission systems that are intercepted by such persons or for any special, indirect, consequential or punitive damages in connection with the Loans. Without limiting the foregoing, and to the extent permitted by Applicable Law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 8.5 shall be payable not later than 30 days after written demand therefor. Statements payable by the Borrower pursuant to this Section 8.5 shall be submitted to the Treasurer of the Borrower as set forth in Section 8.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Lender. The agreements in this Section 8.5 shall survive repayment of the Loans and all other amounts payable hereunder.

8.6. Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, all future holders of the Loans and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender (and any attempted assignment or

transfer by the Borrower without such consent shall be null and void), except as set forth in Section 6.1 with respect to a Replacement Borrower and, for the avoidance of doubt, in connection with the Restructuring, and the Lender may not assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 8.6.

(b) The Lender may assign or transfer to (i) prior to the occurrence of a Default or Event of Default which is continuing, one or more assignees (each, an "Assignee") other than an Ineligible Acquirer and (ii) following the occurrence and during the continuance of a Default or an Event of Default, any Assignee including an Ineligible Acquirer, all or a portion of its rights and obligations under this Agreement (including all or a portion of the Loans at the time owing to it), together with any related rights and obligations thereunder, in each case following notice to the Borrower but without the consent of the Borrower, pursuant to an Assignment and Assumption executed by the applicable Assignee and the Lender and delivered to the Borrower for its records. The Borrower or its agent will maintain a register ("Register") of the Lender and Assignees. The Register shall contain the names and addresses of the Lender and Assignees and the principal amount of the loans (and stated interest thereon) held by the Lender and each Assignee from time to time. The entries in the Register shall be conclusive and binding, absent manifest error. The Borrower shall enter into such amendments or other modifications to this Agreement and the other Loan Documents as are reasonably required to accommodate any such assignments, including, without limitation, amendments or modifications which provide for the accommodation of multiple lenders and the appointment of administrative and collateral agents for the Lender and such Assignees; provided that, such amendments or modifications do not materially increase the tax cost to the Borrower of maintaining the Loans.

(c) The Lender may sell participations in all or a portion of the Lender's rights and obligations under this Agreement (including all or a portion of the Loans owing to it) (each, a "Participation") to (i) prior to the occurrence of a Default or Event of Default which is continuing, one or more purchasers (each, a "Participant") other than an Ineligible Acquirer, including one or more lenders or other Persons that provide financing to the Lender in the form of sales and repurchases of participations and (ii) following the occurrence and during the continuance of a Default or an Event of Default, any Participant including an Ineligible Acquirer, all or a portion of its rights and obligations under this Agreement (including all or a portion of the Loans at the time owing to it), together with any related rights and obligations thereunder, in each case following notice to the Borrower but without the consent of the Borrower, provided that, in each case, (A) the Lender's obligations under this Agreement shall remain unchanged, (B) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) the Borrower shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement. Any agreement pursuant to which the Lender sells such a participation shall provide that the Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that the Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) reduces the amount of the Loans, extends the Maturity Date of the Loans or reduces the rate of interest or any fee of the Loans or extends the due date of any such rate or fee or (2) directly affects such Participant. Subject to this Section 8.6(c), the Borrower agrees that each Participant shall be entitled to the benefits of Section 2.10, 2.12 and 2.13 to the same extent as if it were the Lender and had acquired its interest by assignment pursuant to Section 8.6(b),

provided that the Lender and all Participants shall be entitled to receive no greater amount in the aggregate pursuant to such Sections than the Lender would have been entitled to receive had no such transfer occurred unless such transfer occurs while an Event of Default shall have occurred and be continuing. To the extent permitted by law, and subject to this Section 8.6(c), each Participant also shall be entitled to the benefits of Section 8.7 as though it were the Lender. In the event that the Lender sells a participation in the Lender's rights and obligations under this Agreement, the Lender, on behalf of Borrower, shall maintain a register on which it enters the name, address and interest in this Agreement of all Participants.

(d) For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section 8.6 concerning assignments of Loans relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests in Loans to (i) prior to the occurrence of a Default or an Event of Default which is continuing, one or more pledgees other than an Ineligible Acquirer, and (ii) following the occurrence and during the continuance of a Default or an Event of Default, any pledgee including any Ineligible Acquirer, including in each case, without limitation, any pledge or assignment by a Lender of any Loan to any Federal Reserve Bank in accordance with Applicable Law.

8.7. Set-off. In addition to any rights and remedies of the Lender provided by law, the Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by Applicable Law, upon all amounts owing hereunder becoming due and payable (whether at the stated maturity, by acceleration or otherwise) to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Lender or any branch or agency thereof to or for the credit or the account of the Borrower. The Lender agrees promptly to notify the Borrower after any such set-off and application made by the Lender; provided that, the failure to give such notice shall not affect the validity of such set-off and application.

8.8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Lender.

8.9. Severability. Any provision of this Agreement that is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.10. Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower and the Lender with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Lender

relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.12. Submission to Jurisdiction; Waivers. All judicial proceedings brought against any Loan Party hereto arising out of or relating to this Agreement or any other Loan Document, or any Obligations hereunder and thereunder, may be brought in the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof. Each Loan Party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any such legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address set forth in Section 8.2 or at such other address of each Loan Party shall have been notified pursuant thereto; and

(d) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 8.12 any special, exemplary, punitive or consequential damages.

8.13. Acknowledgments. The Loan Party hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) the Lender does not have any fiduciary relationship with or duty to any Group Member arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Lender, on one hand, and any Group Member, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Borrower or any Subsidiary and the Lender.

8.14. Release of Guarantees. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Lender hereby agrees to take promptly, any action requested by the Borrower having the effect of releasing, or evidencing the release of, any guarantee by any Loan Party of the Obligations to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 8.1.

8.15. Confidentiality. The Lender agrees to keep confidential all non-public information provided to it by any Loan Party pursuant to this Agreement that is designated by such Loan Party as confidential; provided that nothing herein shall prevent the Lender from disclosing any such information (a) to any other Lender or its lending affiliates, (b) subject to an agreement to comply with the provisions of this Section 8.15 (or other provisions at least as restrictive as this Section), to any actual or prospective Transferee or any pledgee of Loans or any direct or indirect contractual counterparty (or the professional advisors thereto) to any swap or derivative transaction relating to the Loan Party and its obligations (prior to the occurrence of a Default or Event of Default, to the extent not an Ineligible Acquirer), (c) to its affiliates, employees, directors, trustees, agents, attorneys, accountants and other professional advisors, or those of any of its affiliates for performing the purposes of a Loan Document, subject to the Lender advising such Person of the confidentiality provisions contained herein, (d) upon the request or demand of any Governmental Authority or regulatory agency (including self-regulated agencies) having jurisdiction (or purporting to have jurisdiction) over it upon notice (other than in connection with routine examinations or inspections by regulators) to the Borrower thereof unless such notice is prohibited or the Governmental Authority or regulatory agency shall require otherwise, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, after notice to the Borrower if reasonably feasible, and, if applicable, after exhaustion of the Group Members' rights and remedies under Section 1.6 of the Treasury Regulations, 31 C.F.R. Part 1, Subpart A; Sections 27-29 inclusive and 44 of the Access to Information Act, R.S.C., ch A-1 (1985) and Section 28 and Part IV (Sections 50-56 inclusive) of the Freedom of Information and Protection of Privacy Act, R.S.O., ch. F.31 (1990), after notice to the Borrower if reasonably feasible, (f) if requested or required to do so in connection with any litigation or similar proceeding, after notice to the Borrower if reasonably feasible, (g) that has been publicly disclosed, other than in breach of this Section, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about the Lender's investment portfolio in connection with ratings issued with respect to the Lender or (i) in connection with the exercise of any remedy hereunder or under any other Loan Document.

8.16. Waivers of Jury Trial. **EACH OF THE LOAN PARTIES AND THE LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

8.17. USA PATRIOT Act. The Lender hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and

address of each Loan Party and other information that will allow the Lender to identify each Loan Party in accordance with the USA PATRIOT Act.

8.18. Effect of Amendment and Restatement of the Existing Credit Agreement. On the Effective Date, the Existing Credit Agreement shall be amended, restated and superseded in its entirety. The parties hereto acknowledge and agree that (a) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation, payment and reborrowing, or termination of the "Obligations" (as defined in the Existing Credit Agreement) as in effect prior to the Effective Date and (b) such "Obligations" are in all respects continuing (as amended and restated hereby) with only the terms thereof being modified as provided in this Agreement.

[No further text on this page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

GENERAL MOTORS COMPANY,
a Delaware corporation

By: _____
Name: Adil Mistry
Title: Assistant Treasurer

GUARANTORS:

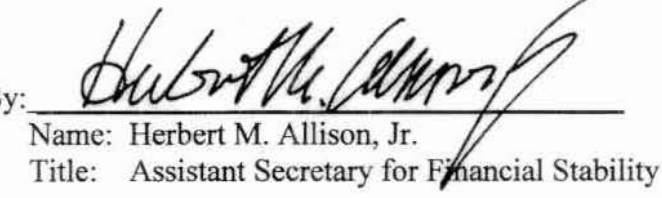
ANNUNCIATA CORPORATION
ARGONAUT HOLDINGS, INC.
GENERAL MOTORS ASIA PACIFIC HOLDINGS, LLC
GENERAL MOTORS ASIA, INC.
GENERAL MOTORS INTERNATIONAL HOLDINGS, INC.
GENERAL MOTORS OVERSEAS CORPORATION
GENERAL MOTORS OVERSEAS DISTRIBUTION CORPORATION
GENERAL MOTORS PRODUCT SERVICES, INC.
GENERAL MOTORS RESEARCH CORPORATION
GM APO HOLDINGS, LLC
GM EUROMETALS, INC.
GM FINANCE CO. HOLDINGS LLC
GM GLOBAL STEERING HOLDINGS, LLC
GM GLOBAL TECHNOLOGY OPERATIONS, INC.
GM GLOBAL TOOLING COMPANY, INC.
GM LAAM HOLDINGS, LLC
GM PREFERRED FINANCE CO. HOLDINGS LLC
GM SUBSYSTEMS MANUFACTURING, LLC
GM TECHNOLOGIES, LLC
GM-DI LEASING CORPORATION
GMOC ADMINISTRATIVE SERVICES CORPORATION
GRAND POINTE HOLDINGS, INC.
ONSTAR, LLC
GM COMPONENTS HOLDINGS, LLC
RIVERFRONT HOLDINGS, INC.
RIVERFRONT HOLDINGS PHASE II, INC.

By: _____
Name: Adil Mistry
Title: Vice President

GM GEFS L.P.

By: _____
Name: Adil Mistry
Title: Vice President

UNITED STATES DEPARTMENT OF
THE TREASURY, as the Lender

By: 

Name: Herbert M. Allison, Jr.
Title: Assistant Secretary for Financial Stability

**Confidential Treatment Requested by General Motors Corporation Pursuant to the Freedom of Information Act, the Access to Information Act and the Freedom of Information and Protection of Privacy Act, respectively.**

EXHIBIT A

**FORM OF AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT**

**See Executed Version**

EXHIBIT B-1

# FORM OF SECRETARY'S CERTIFICATE

**General Motors Company**

August __, 2009

Reference is made to that certain $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of the date hereof (the "Loan Agreement"; terms defined therein being used herein as therein defined), among General Motors Company, a Delaware corporation (the "Borrower"), as borrower, certain Subsidiaries of the Borrower, as guarantors and The United States Department of the Treasury, as lender.

Pursuant to Section 4.1(o) of the Loan Agreement, the undersigned, a duly elected and appointed Secretary of the Borrower, hereby certifies, to his or her actual knowledge, in the name and on behalf of the Borrower, and not individually, the following:

1. Attached hereto as Annex 1 is a certified and valid copy of the Certificate of Good Standing of the Borrower, issued by the Office of the Secretary of State of Delaware.

2. Attached hereto as Annex 2 is the Amended and Restated Certificate of Incorporation or similar organizational documents (the "Organizational Documents") of the Borrower, together with all amendments adopted through the date hereof, certified by the Secretary of State of Delaware and such Organizational Documents have not been amended since the date of the last amendment thereto.

3. Attached hereto as Annex 3 is a true and complete copy of the Amended and Restated Bylaws or other governance documents (the "Governance Documents") of the Borrower as in effect on the date hereof and at all times since the day immediately prior to the date of the resolutions attached hereto as Annex 4.

4. Attached hereto as Annex 4 is a true and complete copy of resolutions duly adopted by the Board of Directors of the Borrower on the date indicated thereon authorizing the execution, delivery and performance of the Loan Documents to which the Borrower is a party and each other document to be delivered by the Borrower from time to time in connection thereof and such resolutions have not been modified, rescinded or amended and are now in full force and effect.

5. As of the date hereof, the persons listed on Annex 5 below are duly elected and qualified officers of the Borrower holding the offices indicated next to their respective names below, and the signatures appearing opposite their respective names below are true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Borrower each of the Loan Documents to which the Borrower is a party and any certificate or other document in connection with the Loan Documents on behalf of the Borrower and each such person constitutes a Responsible Officer of the Borrower for purposes of the Loan Agreement.

[Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first above written.

By:_____

Name: Anne T. Larin
Title: Secretary

EXHIBIT B-2

**FORM OF OFFICER'S CERTIFICATE**

**General Motors Company**

August __, 2009

Reference is made to that certain $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of the date hereof (the "Loan Agreement"; terms defined therein being used herein as therein defined), among General Motors Company, a Delaware corporation (the Borrower"), as borrower, certain Subsidiaries of the Borrower, as guarantors and the United States Department of the Treasury (the "Lender"). as lender.

Pursuant to Section 4.1(o) of the Loan Agreement, the undersigned, a duly elected and appointed Responsible Officer of the Borrower, hereby certifies, to his or her actual knowledge, in the name and on behalf of the Borrower, and not individually, the following:

1. Each of the conditions set forth in Section 4.1 of the Loan Agreement have been satisfied (or waived by the Lender) as of the Effective Date.

2. The representations and warranties of the Borrower set forth in each of the Loan Documents to which it is a party or which are contained in any certificate furnished by or on behalf of the Borrower pursuant to any of the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

3. No Default or Event of Default has occurred and is continuing as of the date hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first above written.

By: _____

Name:
Title:

EXHIBIT C

**FORM OF ASSIGNMENT AND ASSUMPTION**

Reference is made to the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of August 12, 2009 (the "Loan Agreement"; terms defined therein being used herein as therein defined), among General Motors Company, a Delaware corporation (the Borrower"), as borrower, certain Subsidiaries of the Borrower, as guarantors and the United States Department of the Treasury (the "Lender"). as lender. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

The Assignor identified on Schedule 1 hereto (the "Assignor") and the Assignee identified on Schedule 1 hereto (the "Assignee") agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest described in Schedule 1 hereto (the "Assigned Interest") in and to the Assignor's rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as are set forth on Schedule 1 hereto (individually, an "Assigned Facility"; collectively, the "Assigned Facilities"), in a principal amount for each Assigned Facility as set forth on Schedule 1 hereto; provided, however, it is expressly understood and agreed that (i) the Assignor is not assigning to the Assignee and the Assignor shall retain (A) all of the Assignor's rights referred to in Section 8.6 of the Credit Agreement with respect to any cost, reduction or payment incurred or made prior to the Effective Date, including, without limitation the rights to indemnification and to reimbursement for taxes, costs and expenses and (B) any and all amounts paid to the Assignor prior to the Effective Date and (ii) both Assignor and Assignee shall be entitled to the benefits of Section 8.6 of the Credit Agreement.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto, other than that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim, (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant hereto or thereto and (c) attaches any Notes held by it evidencing the Assigned Facilities and (i) requests that the Lender, upon request by the Assignee, exchange the attached Notes for a new Note or Notes payable to the Assignee and (ii) if the Assignor has retained any interest in the Assigned Facility, requests that the Lender exchange the attached Notes for a new Note or Notes payable to the Assignor, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Effective Date).

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Assumption; (b) confirms that it has received a copy of the Credit

Agreement, together with copies of the most recent financial reports delivered pursuant to Section 5.1 thereof (or if none of such financial reports shall have then been delivered or filed, then copies of the financial reports referred to in Section 3.2 thereof) and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor or the Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Lender to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Lender by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

4. Following the execution of this Assignment and Assumption, it will be delivered to the Borrower. The effective date of this Assignment and Assumption shall be the date such assignment is delivered to the Borrower pursuant to the Credit Agreement (the "Effective Date").

5. From and after the Effective Date, the Borrower shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date.

6. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Assignment and Assumption shall be governed by and construed in accordance with the law of the State of New York.

8. This Assignment and Assumption may be executed in counterparts, each of which shall be deemed to constitute an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Assignment and Assumption by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed as of the date first above written by their respective duly authorized officers or representatives on Schedule 1 hereto.

[ASSIGNOR]

By: _____
Name:
Title:

[ASSIGNEE]

By: _____
Name:
Title:

**FORM OF WAIVER FOR THE LOAN PARTIES**

In consideration for the benefits that it will receive as a result of its or its Affiliate's participation in the United States Department of the Treasury's (the "***Lender***") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "***EESA***") or any other law or regulation in existence either prior to or subsequent to the date of this letter (any such program, including the Automotive Industry Financing Program, a "***Program***"), GENERAL MOTORS COMPANY (formerly known as NGMCO, Inc.) (together with its subsidiaries and affiliates, the "***Company***") hereby voluntarily waives any claim against any of the United States (and each of its departments and agencies) for any changes to compensation or benefits of the Company's employees that are required to comply with the executive compensation and corporate governance requirements of Section 111 of the EESA, as implemented by any guidance or related laws and regulations issued and/or to be issued thereunder (whether or not in existence as of the date hereof), including without limitation the provisions of the Capital Purchase Program and the TARP Standards for Compensation and Corporate Governance, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 CFR Part 30, or any other guidance or regulations promulgated under the EESA and the requirements of the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of August 12, 2009 among the Company, the Lender and others, entered into on or about July 6, 2009, as amended, restated, supplemented or otherwise modified (each of the foregoing, collectively, the "***Limitations***").

The Company acknowledges that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including, without limitation, so-called "golden parachute" agreements and "gross up" arrangements), whether or not in writing, that the Company may have with its employees or in which such employees may participate as the regulations and Limitations relate to (i) the period the United States holds any equity or debt securities of the Company acquired through a Program, including without limitation the Automotive Industry Financing Program, or (ii) any other period applicable under such Program or Limitations, as the case may be.

This waiver includes all claims the Company may have under the laws of the United States or any state (whether or not in existence as of the date hereof) related to the requirements imposed by the aforementioned laws, regulations and Limitations, including without limitation a claim for any compensation or other payments or benefits the Company's employees would otherwise receive, any challenge to the process by which the aforementioned laws, regulations or Limitations are or were adopted and any tort or constitutional claim about the effect of these laws, regulations or Limitations on the Company's employment relationship with its employees.

*[signatures follow]*

GENERAL MOTORS COMPANY

By: _____
Name:
Title:

Date: August ___, 2009

**FORM OF WAIVER OF SEO TO THE TREASURY**

In consideration for the benefits I will receive as a result of the participation of [NGMCO, Inc.] (together with its subsidiaries and affiliates, the "***Company***") in the United States Department of the Treasury's ("***Treasury***") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "***EESA***") or any other law or regulation in existence either prior to or subsequent to the date of this letter from me (any such program, including the Automotive Industry Financing Program, a "***Program***"), I hereby voluntarily waive any claim against the United States (and each of its departments and agencies), the Loan Parties (as defined in the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009) or my employer for any changes to my compensation or benefits that are required to comply with the executive compensation and corporate governance requirements of Section 111 of the EESA, as implemented by any guidance or related laws and regulations issued and/or to be issued thereunder (whether or not in existence as of the date hereof), including without limitation the provisions of the Capital Purchase Program and the TARP Standards for Compensation and Corporate Governance, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 CFR Part 30, or any other guidance or regulations promulgated under the EESA and the requirements of the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009, as amended, restated, supplemented or otherwise modified (each of the foregoing, collectively, the "***Limitations***").

I acknowledge that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including, without limitation, so-called "golden parachute" agreements and tax "gross up" arrangements), whether or not in writing, that I may have with the Company or in which I may participate as they relate to (i) the period the United States holds any equity or debt securities of the Company acquired through a Program, including without limitation the Automotive Industry Financing Program, or (ii) any other period applicable under such Program or Limitations, as the case may be.

This waiver includes all claims I may have under the laws of the United States or any state (whether or not in existence as of the date hereof) related to the requirements imposed by the aforementioned laws, regulations and Limitations, including without limitation a claim for any compensation or other payments or benefits I would otherwise receive, any challenge to the process by which the aforementioned laws, regulations or Limitations are or were adopted and any tort or constitutional claim about the effect of these laws, regulations or Limitations on my employment relationship.

*[signatures follow]*

**Intending to be legally bound, I have executed this Waiver as of this ____ day of August, 2009.**

_____
Name:

**FORM OF CONSENT AND WAIVER OF SEO TO BORROWER**

In consideration for the benefits I will receive as a result of the participation of [NGMCO, Inc.] (together with its subsidiaries and affiliates, the "***Company***") in the United States Department of the Treasury's ("***Treasury***") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "***EESA***") or any other law or regulation in existence either prior to or subsequent to the date of this letter from me (any such program, including the Automotive Industry Financing Program, a "***Program***"), I hereby voluntarily consent to and waive any claim against any of the United States (and its departments and agencies), the Loan Parties (as defined in the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009), the Company, the Company's Board of Directors (or similar governing body), any individual member of the Company's Board of Directors (or similar governing body) and the Company's officers, employees, representatives and agents for any changes to my compensation or benefits that are required to comply with the executive compensation and corporate governance requirements of Section 111 of the EESA, as implemented by any guidance or related laws and regulations issued and/or to be issued thereunder (whether or not in existence as of the date hereof), including without limitation the provisions of the Capital Purchase Program and the TARP Standards for Compensation and Corporate Governance, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 CFR Part 30, or any other guidance or regulations promulgated under the EESA and the requirements of the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009, as amended, restated, supplemented or otherwise modified (each of the foregoing, collectively, the "***Limitations***").

I acknowledge that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including so-called "golden parachute" agreements and tax "gross-up" arrangements), whether or not in writing, that I may have with the Company or in which I may participate as they relate to (i) the period the United States holds any equity or debt securities of the Company acquired through a Program, including without limitation the Automotive Industry Financing Program, or (ii) any other period applicable under such Program or Limitations, as the case may be.

This waiver includes all claims I may have under the laws of the United States or any state (whether or not in existence as of the date hereof) related to the requirements imposed by the aforementioned laws, regulations and Limitations, including without limitation a claim for any compensation or other payments or benefits I would otherwise receive, any challenge to the process by which the aforementioned laws, regulations or Limitations are or were adopted and any tort or constitutional claim about the effect of these laws, regulations or Limitations on my employment relationship.

I agree that, in the event and to the extent that the Compensation Committee of the Board of Directors of the Company or similar governing body (the "***Committee***") reasonably determines that any compensatory payment or benefit provided to me, including any bonus or incentive compensation based on materially inaccurate financial statements or performance criteria, would cause the Company to fail to be in compliance with the terms and conditions of any laws, regulations or the Limitations (such payment or benefit, an "***Excess Payment***"), upon notification from the Company, I shall promptly repay such Excess Payment to the Company. In addition, I agree that the Company shall have the right to postpone

any such payment or benefit for a reasonable period of time to enable the Committee to determine whether such payment or benefit would constitute an Excess Payment.

I understand that any determination by the Committee as to whether or not, including the manner in which, a payment or benefit needs to be modified, terminated or repaid in order for the Company to be in compliance with Section 111 of the EESA and/or the aforementioned laws, regulations or Limitations shall be final, conclusive and binding. I further understand that the Company is relying on this letter from me in connection with its participation in a Program.

*[signatures follow]*

**Intending to be legally bound, I have executed this Consent and Waiver as of this ____ day of August, 2009.**

_____
Name:

**FORM OF WAIVER OF SENIOR EMPLOYEES TO THE TREASURY**

In consideration for the benefits I will receive as a result of the participation of [NGMCO, Inc.] (together with its subsidiaries and affiliates, the "***Company***") in the United States Department of the Treasury's ("***Treasury***") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "***EESA***") or any other law or regulation in existence either prior to or subsequent to the date of this letter from me (any such program, including the Automotive Industry Financing Program, a "***Program***"), I hereby voluntarily waive any claim against the United States (and each of its departments and agencies), the Loan Parties (as defined in the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009) or my employer for any failure to pay or accrue any bonus or incentive compensation or other compensation as a result of compliance with the executive compensation and corporate governance requirements of Section 111 of the EESA, as implemented by any guidance or related laws and regulations issued and/or to be issued thereunder (whether or not in existence as of the date hereof), including without limitation the provisions of the Capital Purchase Program and the TARP Standards for Compensation and Corporate Governance, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 CFR Part 30, or any other guidance or regulations promulgated under the EESA and the requirements of the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009, as amended, restated, supplemented or otherwise modified (each of the foregoing, collectively, the "***Limitations***").

I acknowledge that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including, without limitation, so-called "golden parachute" agreements and tax "gross-up" arrangements), whether or not in writing, that I may have with the Company or in which I may participate as they relate to (i) the period the United States holds any equity or debt securities of the Company acquired through a Program, including without limitation the Automotive Industry Financing Program, or (ii) any other period applicable under such Program or Limitations, as the case may be.

This waiver includes all claims I may have under the laws of the United States or any state (whether or not in existence as of the date hereof) related to the requirements imposed by the aforementioned laws, regulations and Limitations, including without limitation a claim for any compensation or other payments or benefits I would otherwise receive, any challenge to the process by which the aforementioned laws, regulations or Limitations are or were adopted and any tort or constitutional claim about the effect of these laws, regulations or Limitations on my employment relationship.

*[signatures follow]*

**Intending to be legally bound, I have executed this Waiver as of this ____ day of August, 2009.**

_____
Name:

**FORM OF CONSENT AND WAIVER OF SENIOR EMPLOYEE TO BORROWER**

In consideration for the benefits I will receive as a result of the participation of [NGMCO, Inc.] (together with its subsidiaries and affiliates, the "***Company***") in the United States Department of the Treasury's ("***Treasury***") Automotive Industry Financing Program and/or any other economic stabilization program implemented by the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "***EESA***") or any other law or regulation in existence either prior to or subsequent to the date of this letter from me (any such program, including the Automotive Industry Financing Program, a "***Program***"), I hereby voluntarily consent to and waive any claim against any of the Company, the United States (and each of its departments and agencies), the Loan Parties (as defined in the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009) the Company's Board of Directors (or similar governing body), any individual member of the Company's Board of Directors (or similar governing body) and the Company's officers, employees, representatives and agents for any failure to pay or accrue any bonus or incentive compensation or other compensation as a result of compliance with the executive compensation and corporate governance requirements of Section 111 of the EESA, as implemented by any guidance or related laws and regulations issued and/or to be issued thereunder (whether or not in existence as of the date hereof), including without limitation the provisions of the Capital Purchase Program and the TARP Standards for Compensation and Corporate Governance, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 CFR Part 30, or any other guidance or regulations promulgated under the EESA and the requirements of the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009, as amended, restated, supplemented or otherwise modified (each of the foregoing, collectively, the "***Limitations***").

I acknowledge that the aforementioned laws, regulations and Limitations may require modification of the compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including, without limitation, so-called "golden parachute" agreements and tax "gross-up" arrangements), whether or not in writing, that I may have with the Company or in which I may participate as they relate to (i) the period the United States holds any equity or debt securities of the Company acquired through a Program, including without limitation the Automotive Industry Financing Program, or (ii) for any other period applicable under such Program or Limitations, as the case may be.

This waiver includes all claims I may have under the laws of the United States or any state (whether or not in existence as of the date hereof) related to the requirements imposed by the aforementioned laws, regulations and Limitations, including without limitation a claim for any compensation or other payments or benefits I would otherwise receive, any challenge to the process by which the aforementioned laws, regulations or Limitations are or were adopted and any tort or constitutional claim about the effect of these laws, regulations or Limitations on my employment relationship.

I agree that, in the event and to the extent that the Compensation Committee of the Board of Directors of the Company or similar governing body (the "***Committee***") reasonably determines that any compensatory payment or benefit provided to me would cause the Company to fail to be in compliance with the terms and conditions of any laws, regulations or the Limitations (such payment or benefit, an "***Excess Payment***"), upon notification from the Company, I shall promptly repay such Excess Payment to the Company. In addition, I agree that the Company shall have the right to postpone any such payment or

benefit for a reasonable period of time to enable the Committee to determine whether such payment or benefit would constitute an Excess Payment.

I understand that any determination by the Committee as to whether or not, including the manner in which, a payment or benefit needs to be modified, terminated or repaid in order for the Company to be in compliance with Section 111 of the EESA and/or the aforementioned laws, regulations or Limitations shall be final, conclusive and binding. I further understand that the Company is relying on this consent and waiver from me in connection with its participation in a Program.

*[signatures follow]*

**Intending to be legally bound, I have executed this Consent and Waiver as of this ____ day of August, 2009.**

_____
Name:

EXHIBIT F

**FORM OF COMPLIANCE CERTIFICATE**

_____ __, 20__

Pursuant to Section 5.2(h) of the $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009, as amended, supplemented or modified from time to time (the "Credit Agreement"), among General Motors Company (formerly known as NGMCO, Inc.), a Delaware corporation (the "Borrower"), the Guarantors named therein and The United States Department of the Treasury (the "Lender"), the undersigned hereby certifies in [his] [her] capacity as an Officer of the Borrower and not in [his] [her] individual capacity, as follows:

1. I am the duly elected [insert title of Responsible Officer] of the Borrower;

2. I have reviewed and am familiar with the contents of this Certificate;

3. I have reviewed the terms of the Credit Agreement and the Loan Documents and based upon such review, to my knowledge, no Default or Event of Default has occurred [except as set forth on Annex I hereto]; and

*[signature page follows]*

EXHIBIT G

**FORM OF AMENDED AND RESTATED NOTE**

**See Executed Version**

EXHIBIT H

**FORM OF RESERVE NOTICE**

To: The United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
Attention: Chief Counsel Office of Financial Stability
Telecopy: 202-927-9225
Email: OFSChiefCounselNotices@do.treas.gov

with a copy to:

The United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
Attention: Cash Management Officer
Telephone (for borrowing requests): (202) 622-9281
Email: TARPCMO@do.treas.gov
sally.phillips@do.treas.gov
robert.kamins@do.treas.gov

Reference is made to that certain $7,072,488,605 Second Amended and Restated Secured Credit Agreement dated as of among the Company, the Treasury and others entered into on or about August 12, 2009 as amended, supplemented or modified from time to time (the "Credit Agreement"), among General Motors Company, a Delaware corporation (the "Borrower"), the Guarantors named therein and The United States Department of the Treasury (the "Lender"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings so defined.

The undersigned, in his capacity as a Responsible Officer of the Borrower, hereby requests a Reserve Disbursement from the Escrow Account of Reserve Funds in the amount of $_____to be made on _____ (the "Disbursement"). Pursuant to Section 4.2(a)(iii) of the Credit Agreement, the undersigned hereby certifies in his capacity as a Responsible Officer of the Borrower and not in his individual capacity, the following:

1. I am the duly elected [insert title of Responsible Officer] of the Borrower;

2. The Disbursement requested to be made on the date hereof shall be used to _____.

3. Each of the conditions set forth in Sections 4.2(a)(i), (ii) and (iv) of the Credit Agreement have been satisfied (or waived by the Lender) as of the date hereof.

The undersigned, in his capacity as a Responsible Officer of the Borrower and not in his individual capacity hereby requests that the proceeds of the Disbursement described in this Reserve Notice be made available to it as follows:

[insert transmittal instructions]

The undersigned, in his capacity as a Responsible Officer of the Borrower and not in his individual capacity, hereby requests that the proceeds of the Disbursement described in this Reserve Notice be made available to it as follows:

By: _____
Name:
Title:

Dated: August __, 2009

EXHIBIT I

**FORM OF AMENDED AND RESTATED ENVIRONMENTAL AGREEMENT**

**See Executed Version**

EXHIBIT J

**FORM OF MORTGAGE**

**See Executed Version**

**FORM OF AMENDED AND RESTATED INTELLECTUAL PROPERTY PLEDGE AGREEMENT**

**See Executed Version**

EXHIBIT L

**FORM OF AMENDED AND RESTATED EQUITY PLEDGE AGREEMENT**

**See Executed Version**

# FIRST AMENDMENT TO SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT

FIRST AMENDMENT, dated as of September 2, 2009 but effective as of September 1, 2009 (this "Amendment") to the SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT dated as of August 12, 2009 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement), among GENERAL MOTORS COMPANY (the "Borrower"), the Guarantors, and THE UNITED STATES DEPARTMENT OF THE TREASURY, as the lender hereunder (the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrower has requested that the Lender amend certain provisions of the Credit Agreement;

WHEREAS, the Lender has agreed to make certain amendments to the Credit Agreement as described herein solely upon the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Section 1.1 of the Credit Agreement (Defined Terms). Section 1.1 of the Credit Agreement is hereby amended by deleting from the definition of "Interest Period" appearing therein the phrase "(i) initially, the period commencing on the Borrowing Date (as defined in the DIP Credit Agreement) with respect to such Loan and ending three months thereafter;" and replacing the same with the phrase "(i) initially, the period commencing on July 10, 2009 and ending three months thereafter;".

2. Amendment to Schedule 3.15 to the Credit Agreement (Subsidiaries). Schedule 3.15 to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 3.15 attached as Exhibit A hereto.

3. Amendment to Schedule 3.28 to the Credit Agreement (Excluded Collateral). Schedule 3.28 to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 3.28 attached as Exhibit B hereto.

4. Accrued Interest. For the avoidance of doubt, the Borrower and the Lender hereby acknowledge and agree that the aggregate amount of interest accrued from and including July 10, 2009 through and including September 1, 2009 on the Loans is set forth on Schedule I hereto.

5. Conditions to Effectiveness. This Amendment shall become effective upon the date (the "First Amendment Effective Date") on which the Lender shall have received this Amendment, executed and delivered by a duly authorized officer of the Borrower.

6. Representations and Warranties. The Borrower hereby represents and warrants to the Lender that (before and after giving effect to this Amendment), as of the date of execution of this Amendment:

(a) Each Loan Party has all necessary corporate or other power, authority and legal right to execute, deliver and perform its obligations under this Amendment and the Acknowledgment and Consent to which it is a party. Subject to the terms thereof, the execution, delivery and performance by each Loan Party of this Amendment and the Acknowledgment and Consent to which it is a party has been duly authorized by all necessary corporate or other action on its part. This Amendment and the Acknowledgment and Consent have been duly and validly executed and delivered by each Loan Party party thereto and constitutes a legal, valid and binding obligation of all of the Loan Parties party thereto, enforceable against such Loan Parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any other Person, are necessary for the execution, delivery or performance by each Loan Party of this Amendment and the Acknowledgment and Consent for the legality, validity or enforceability hereof and thereof.

(b) The execution and delivery of the Amendment will not (a) conflict with or result in a breach of (i) the charter, by laws, certificate of incorporation, operating agreement or similar organizational document of any Loan Party, (ii) any Requirement of Law, (iii) any Applicable Law, rule or regulation, or any order, writ, injunction or decree of any Governmental Authority, (iv) any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (b) constitute a default under any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (c) (except for Permitted Liens) result in the creation or imposition of any Lien upon any property of any Loan Party, pursuant to the terms of any such agreement or instrument.

(c) Each of the representations and warranties made by the Borrower herein or in or pursuant to the Loan Documents is true and correct in all material respects on and as of the First Amendment Effective Date as if made on and as of such date (except that any representation or warranty that by its terms is made as of an earlier date is true and correct in all material respects as of such earlier date).

(d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Amendment.

7. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments, consents and waivers contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower or the Guarantors that would require the waiver or consent of the Lender.

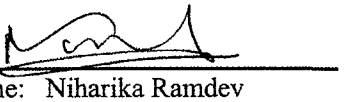
8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

9. Miscellaneous. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Copies of this Amendment signed by all parties hereto and thereto shall be lodged with the Borrower and the Lender. This Amendment may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.

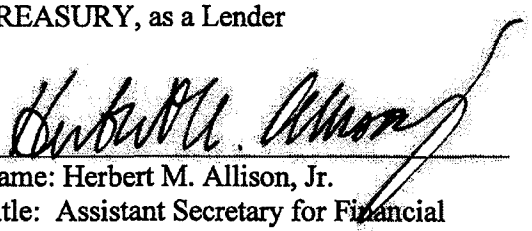
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

GENERAL MOTORS COMPANY,
a Delaware corporation

By: 
Name: Niharika Ramdev
Title: Assistant Treasurer

UNITED STATES DEPARTMENT OF THE TREASURY, as a Lender

By: 

Name: Herbert M. Allison, Jr.
Title: Assistant Secretary for Financial Stability

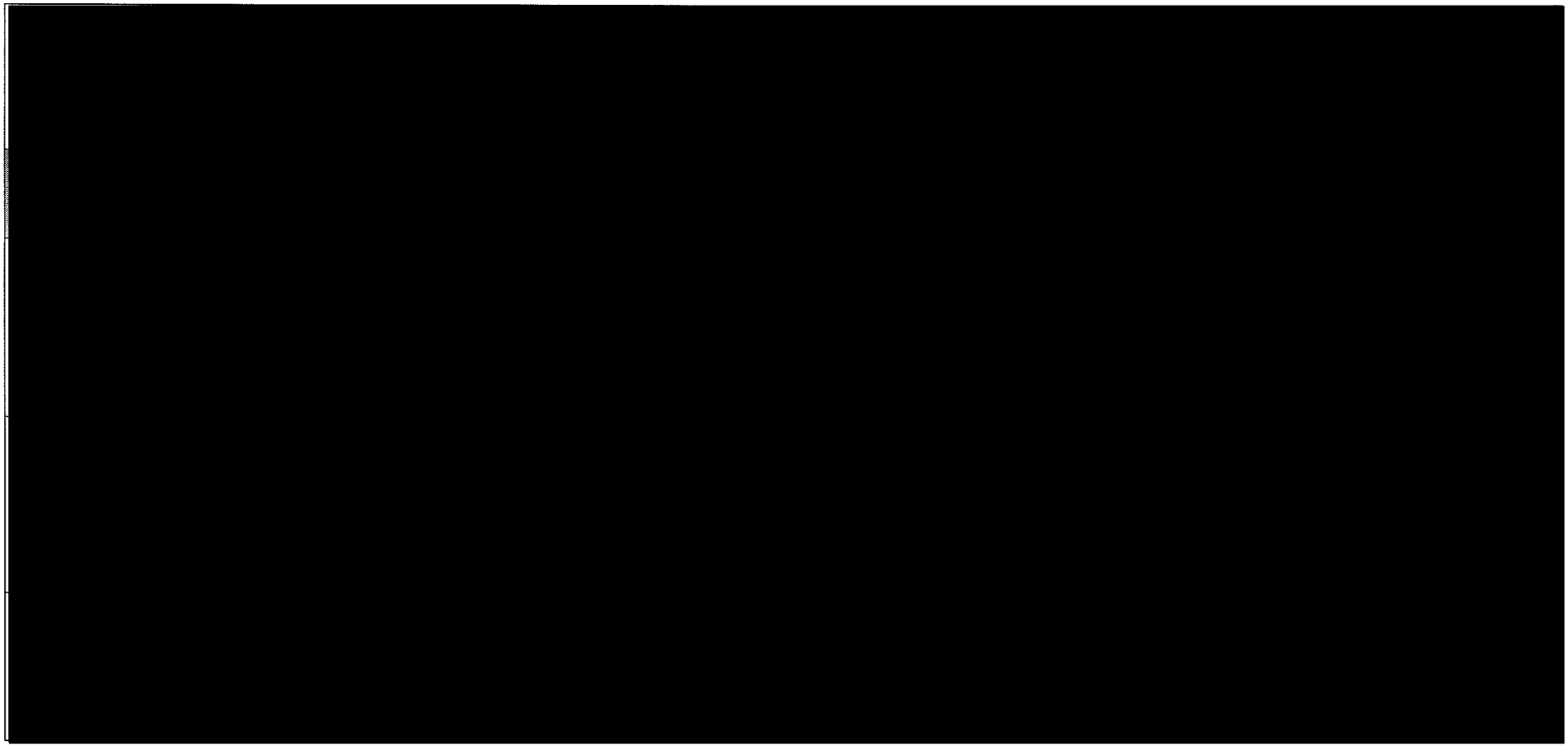
SCHEDULE I
INTEREST ACCRUED AS OF SEPTEMBER 1, 2009

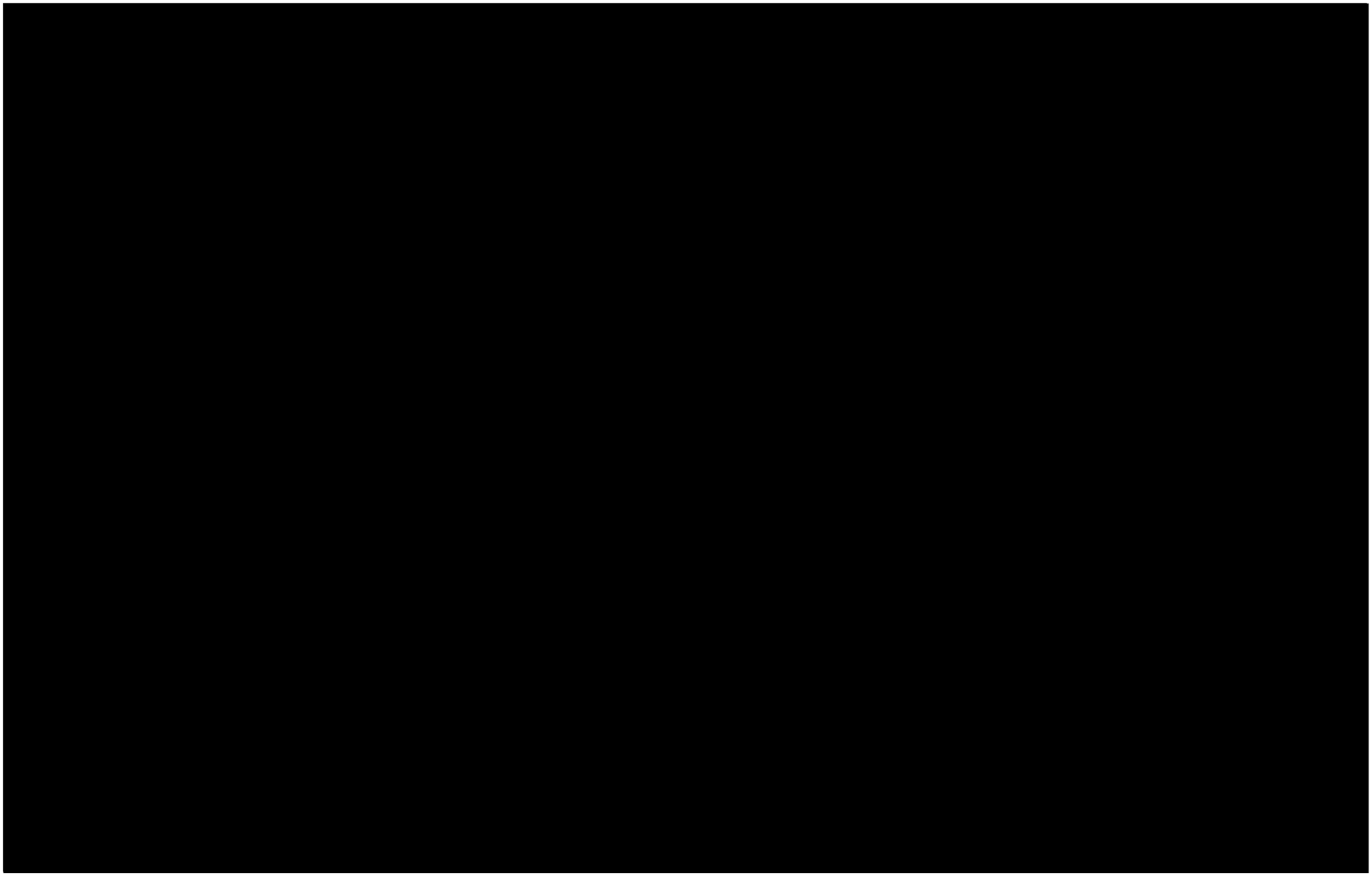
EXHIBIT A
SCHEDULE 3.15 TO CREDIT AGREEMENT

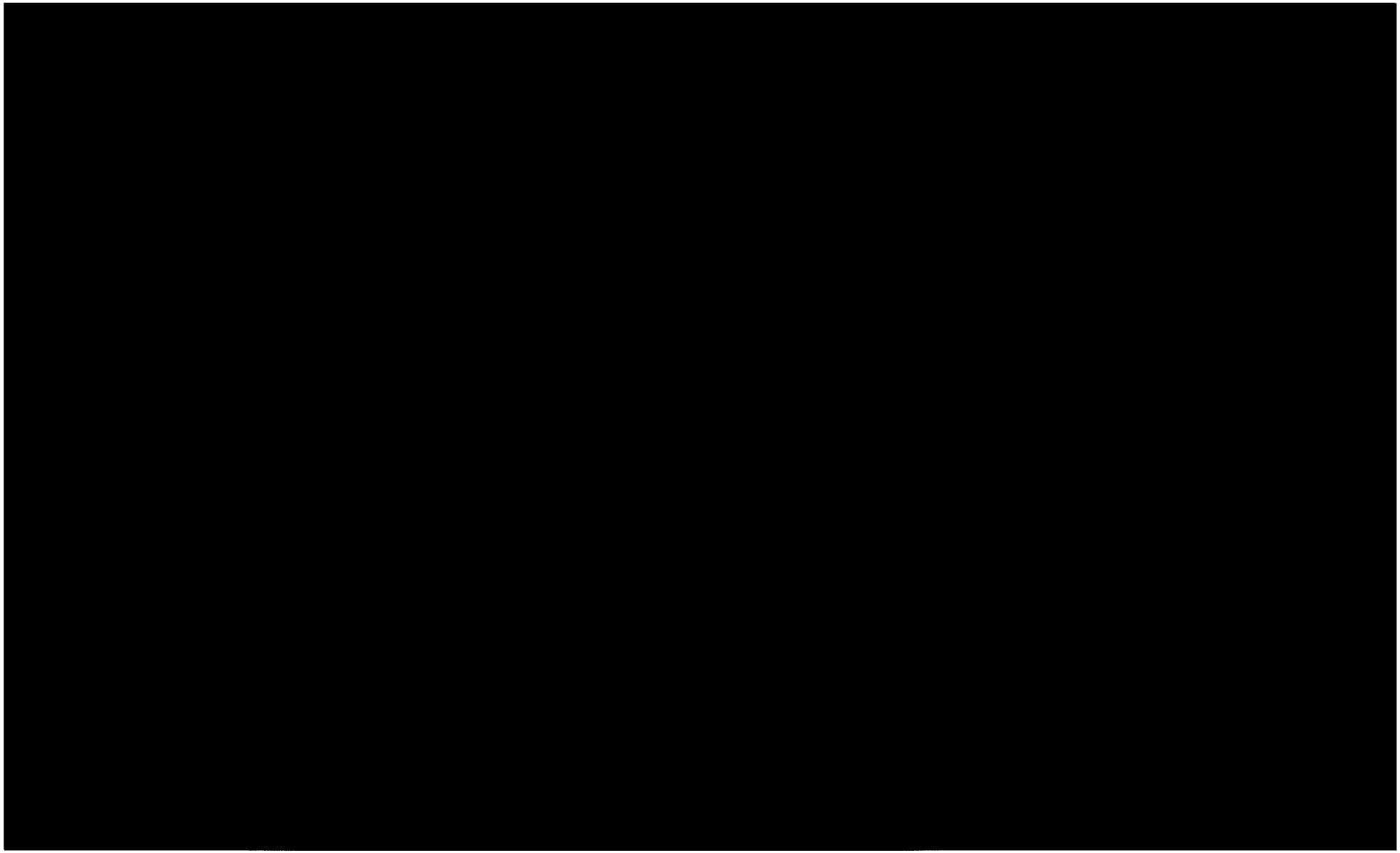
[See attached]

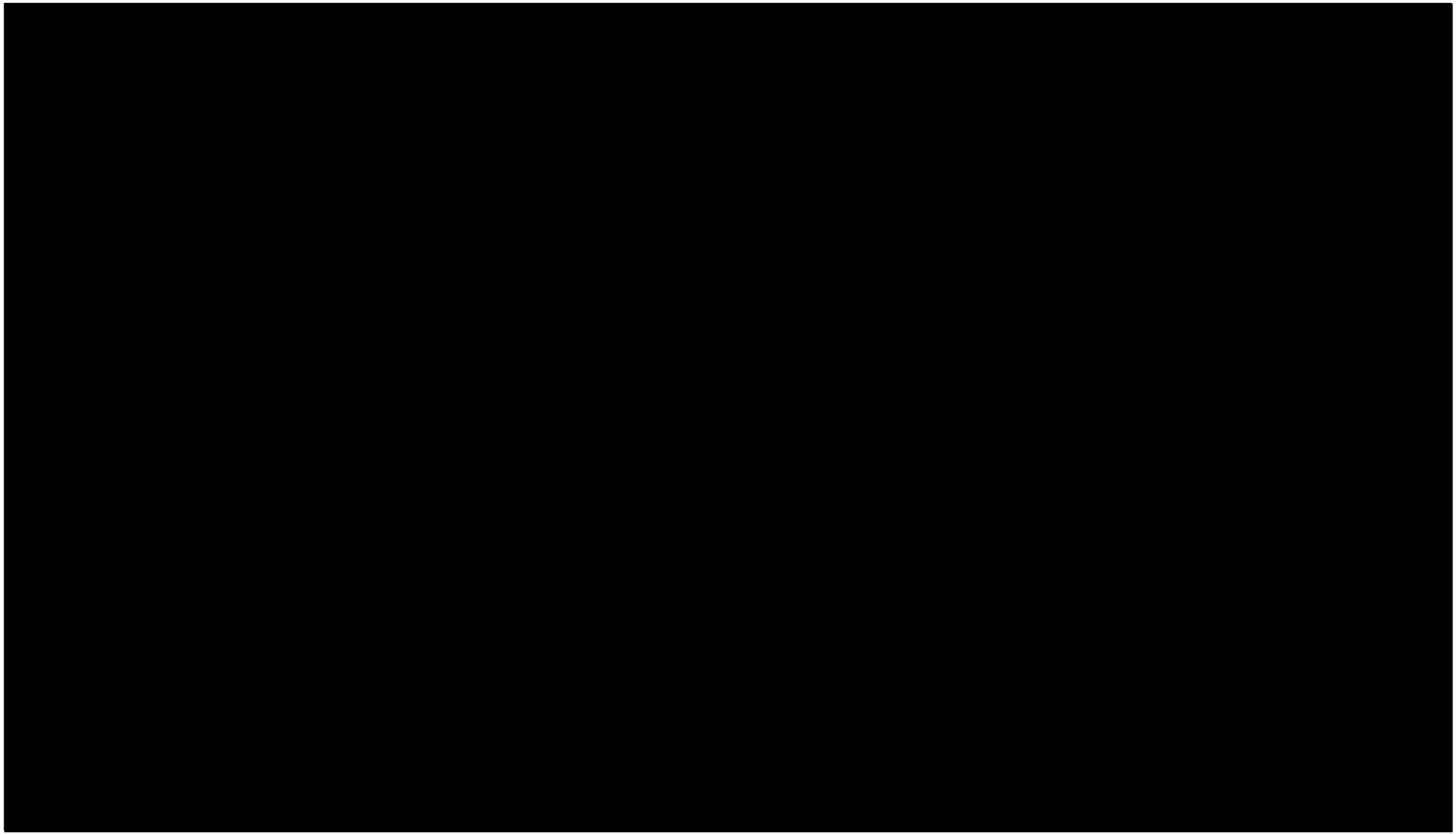
WGM Draft
9/2/09

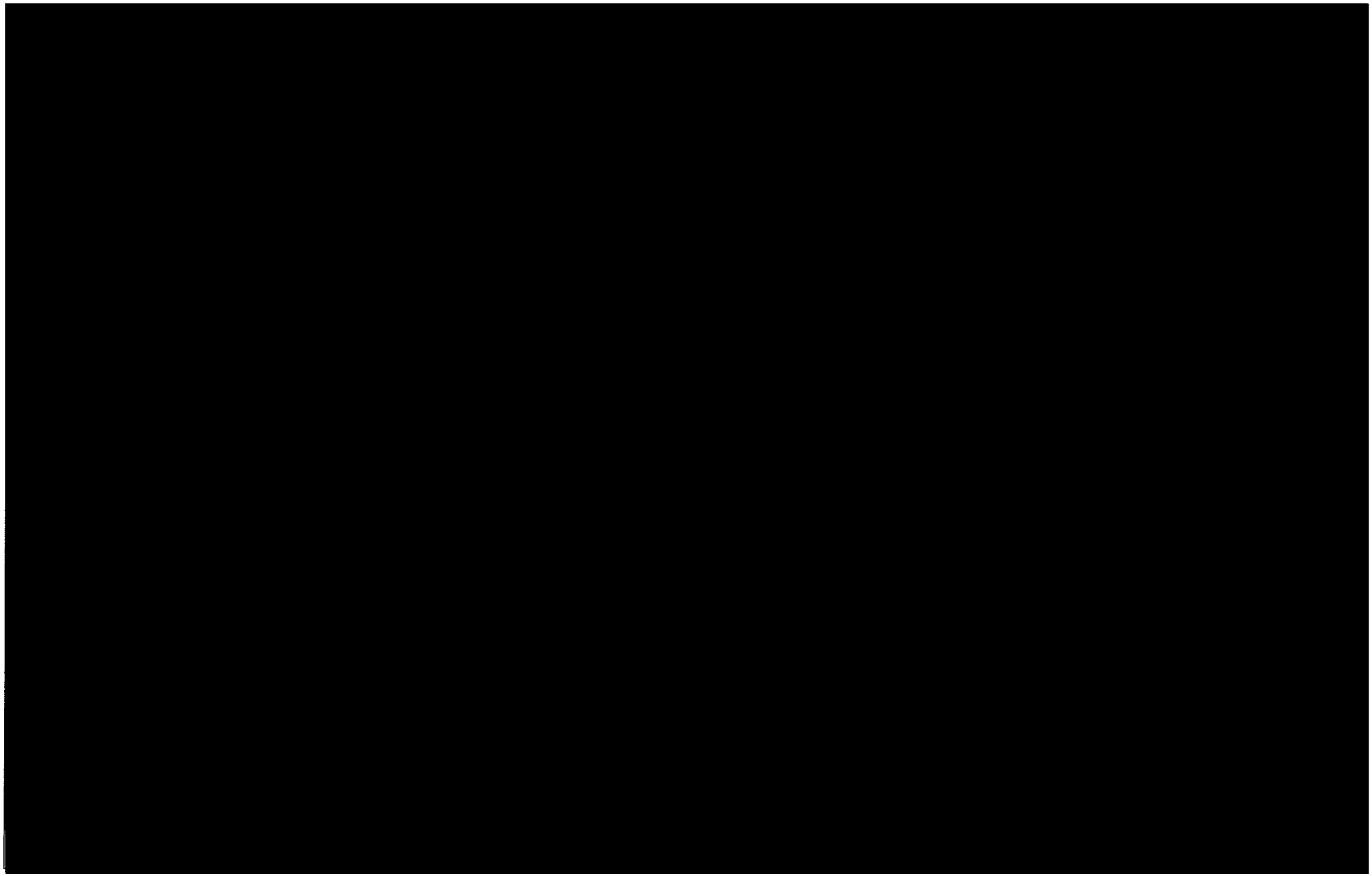
## Schedule 3.15

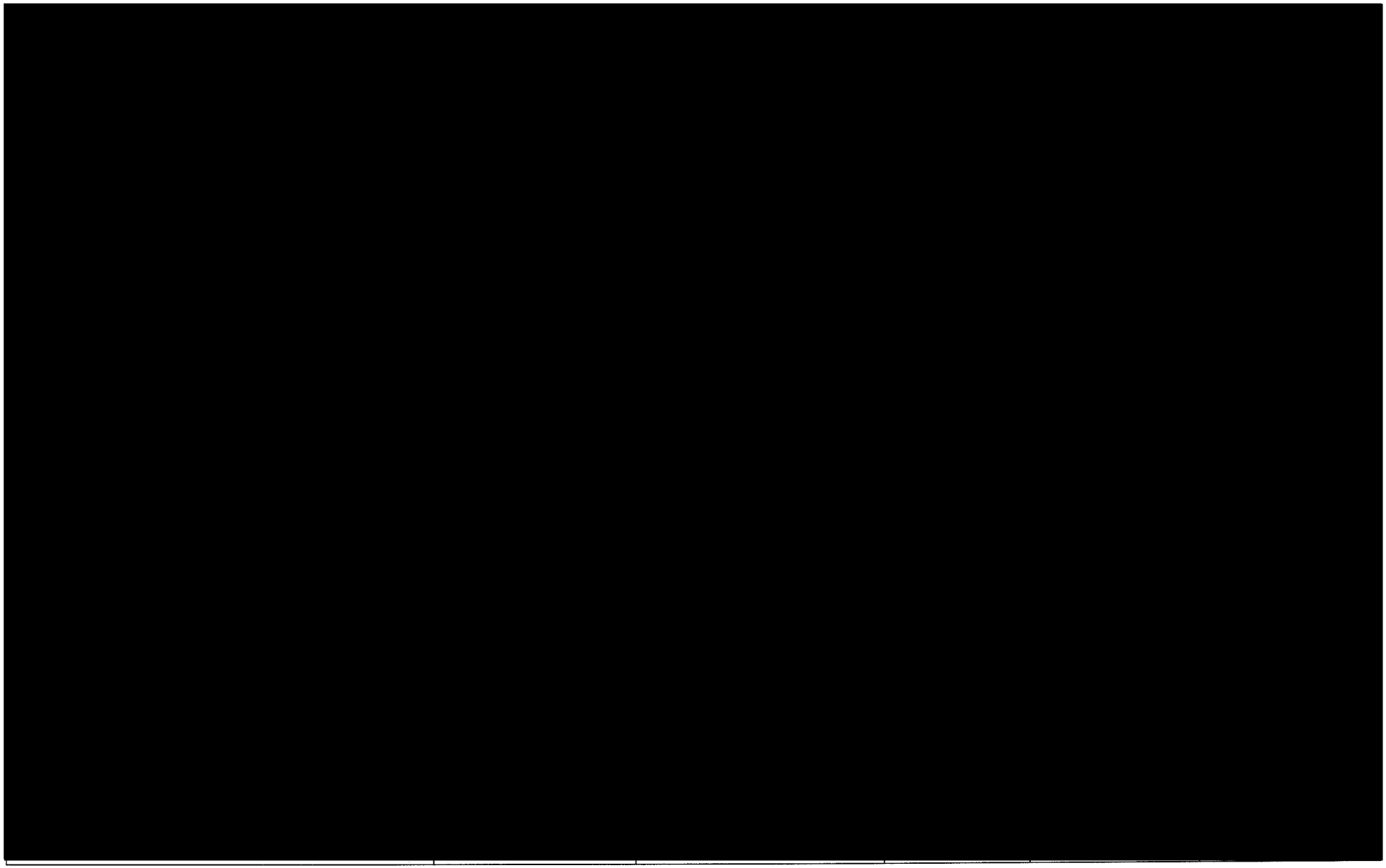


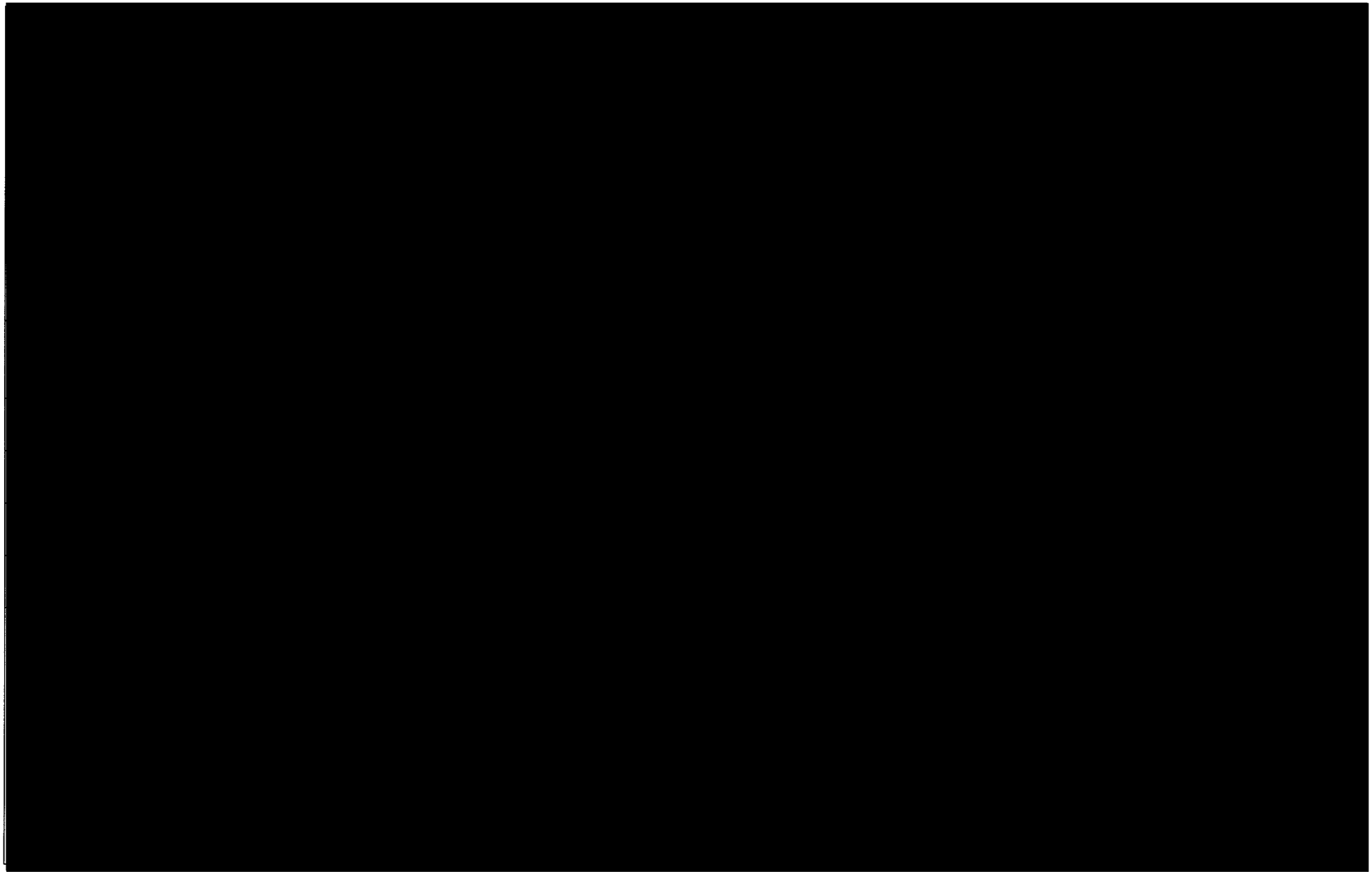


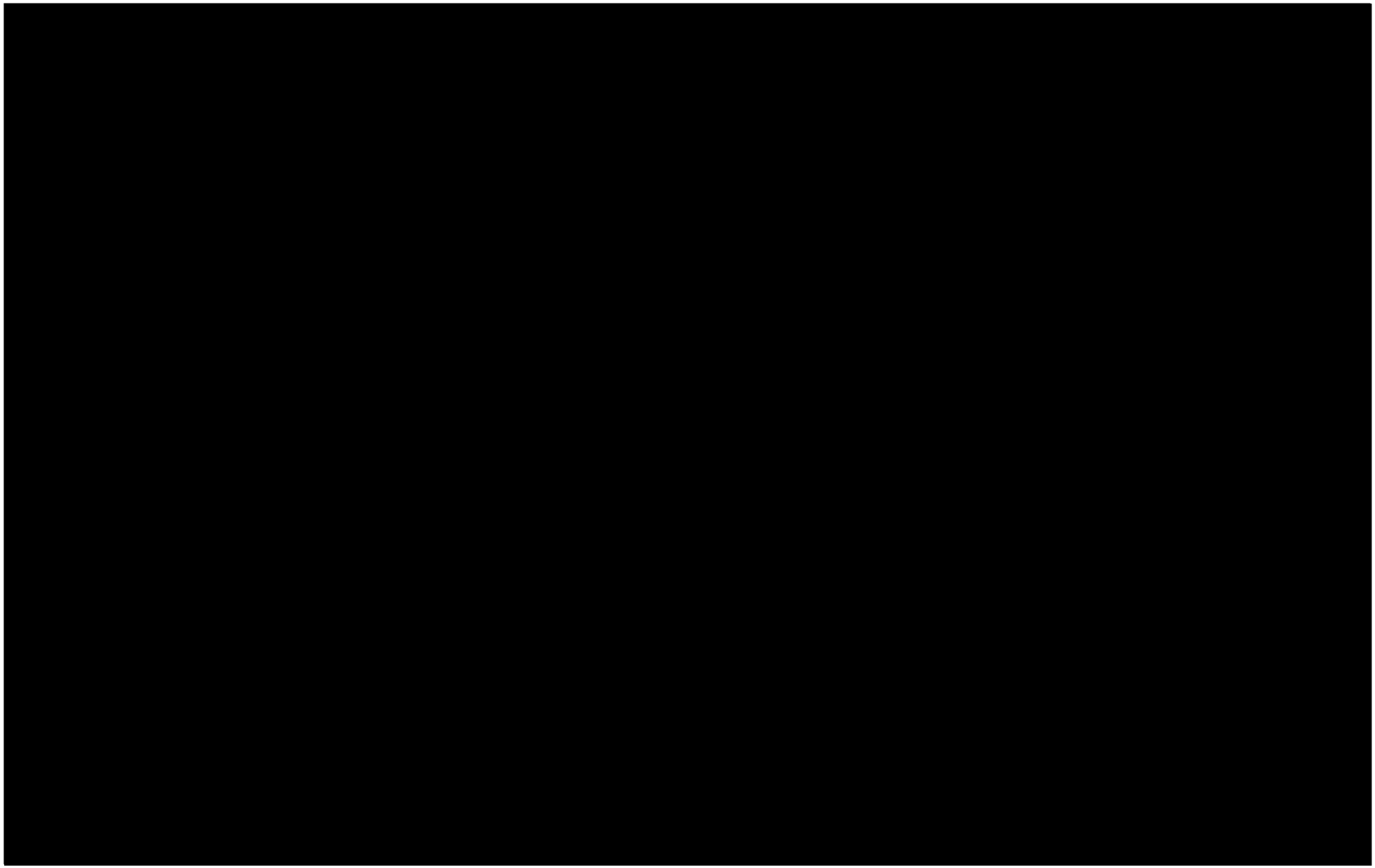












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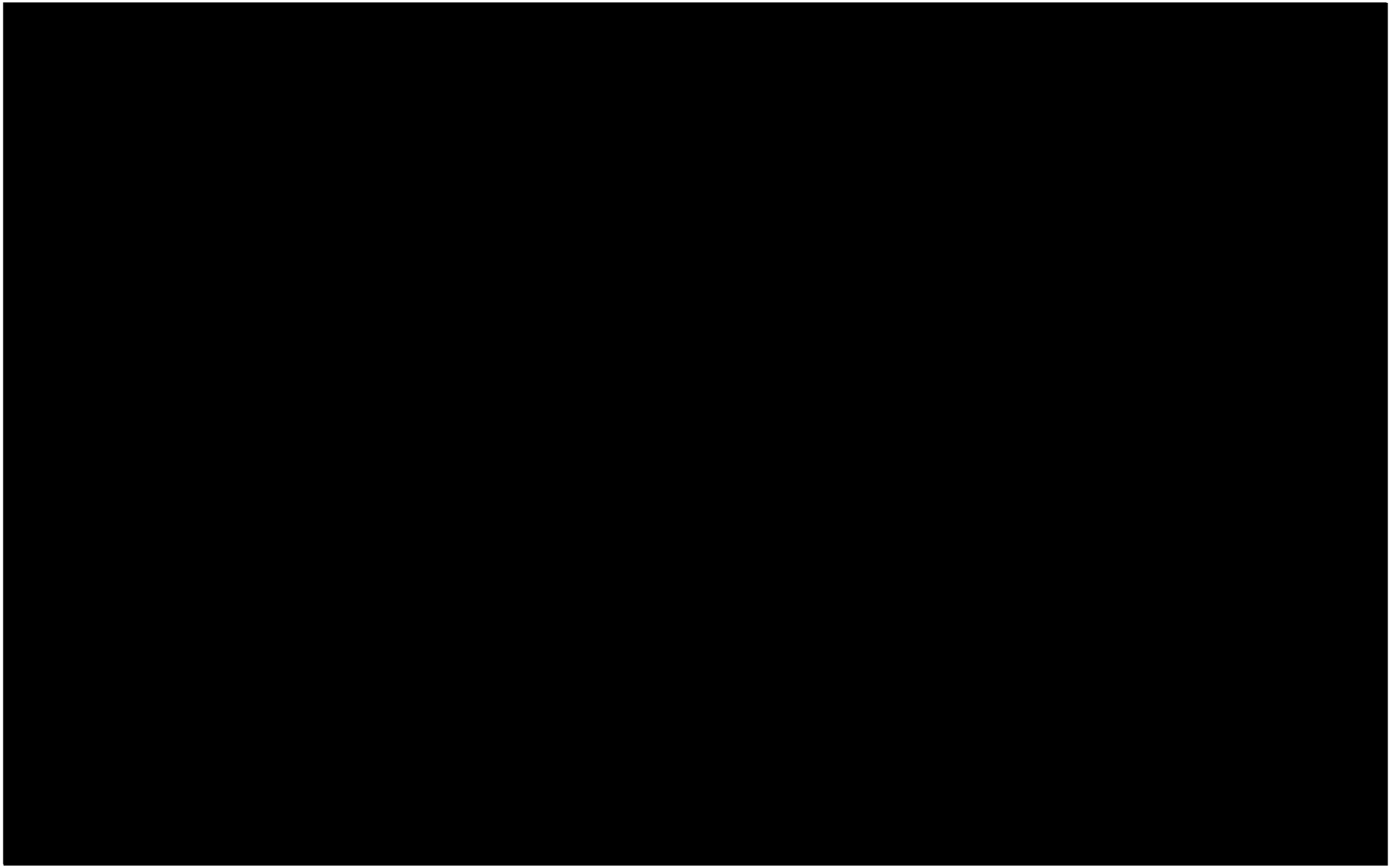
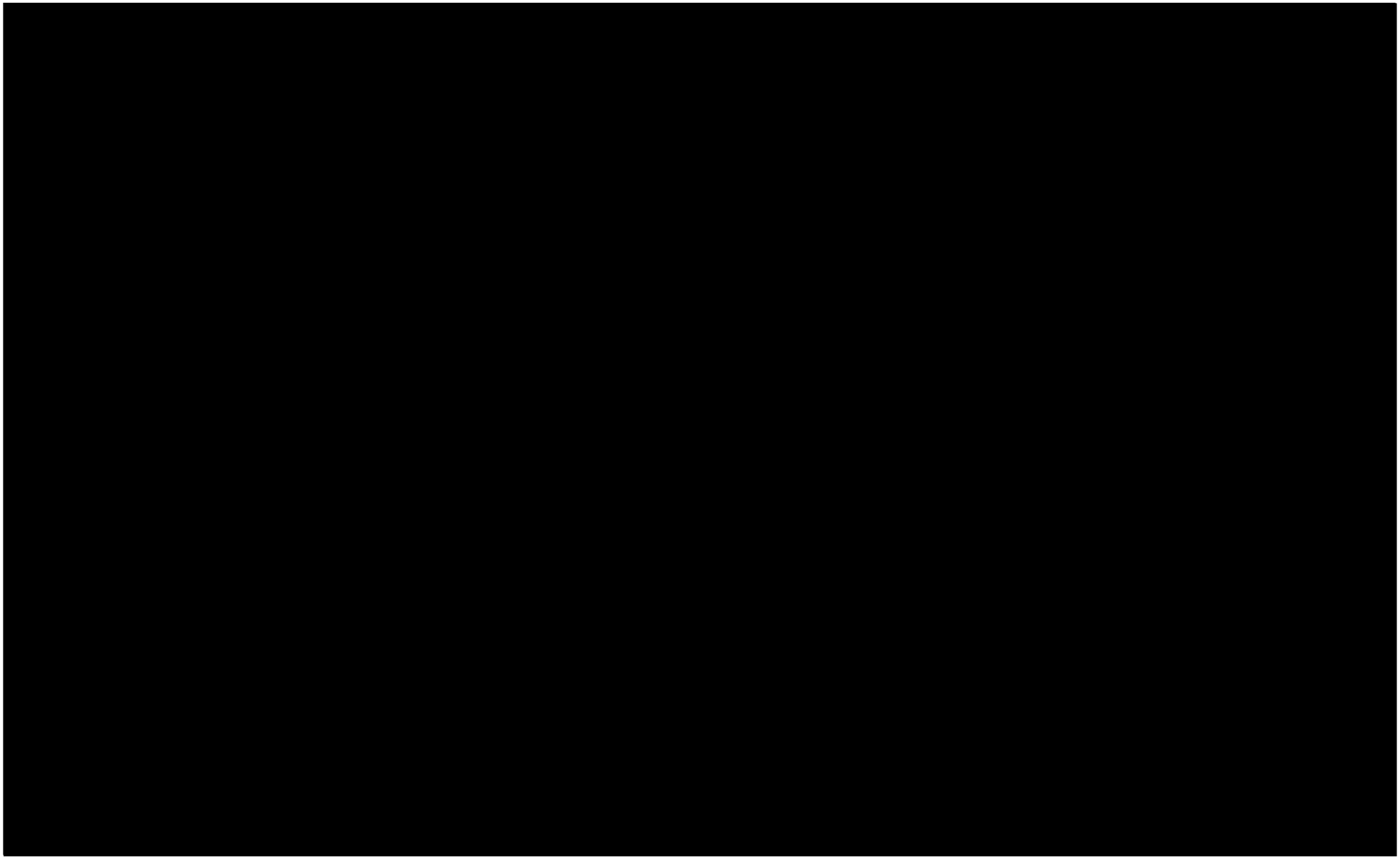
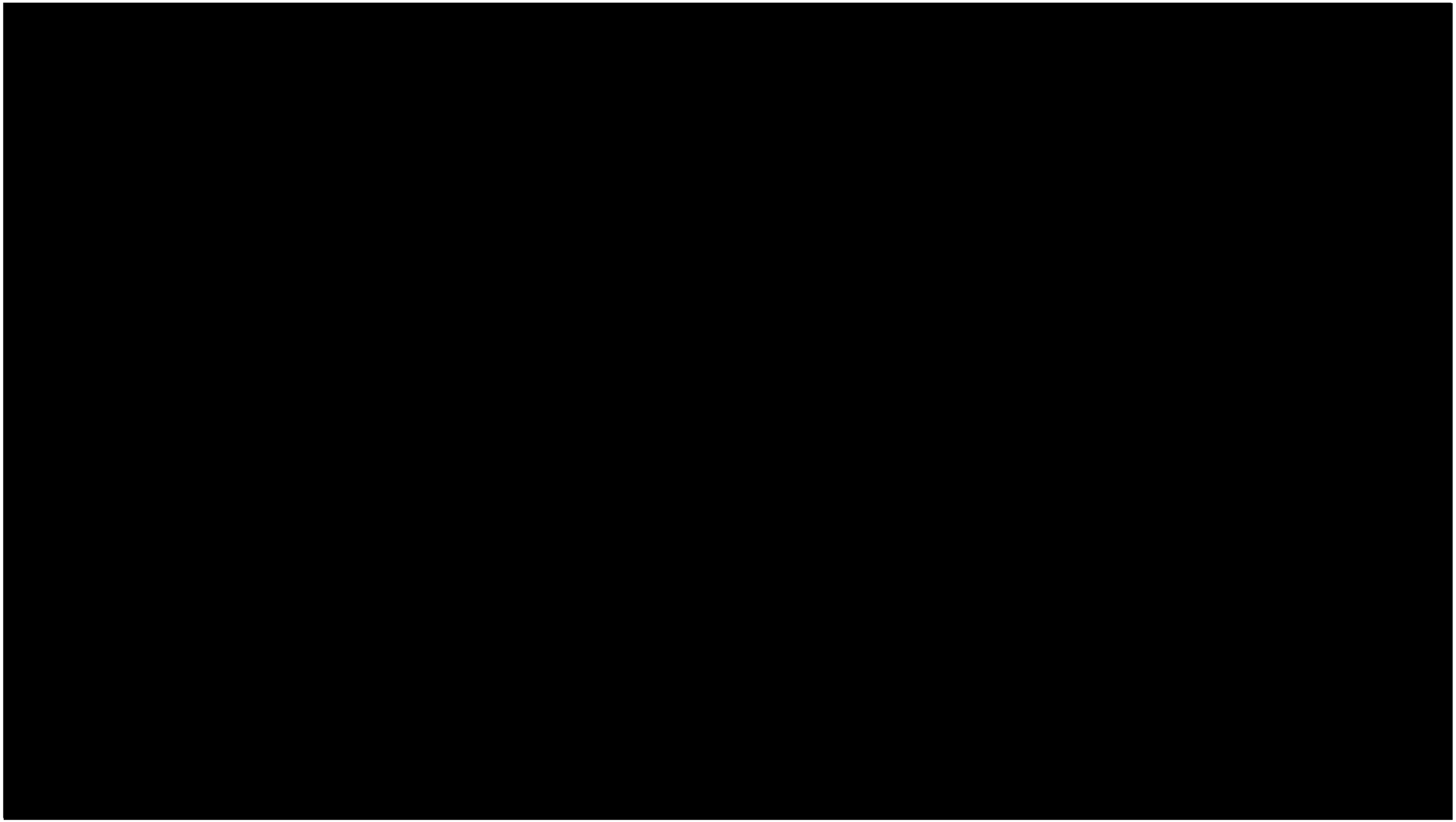
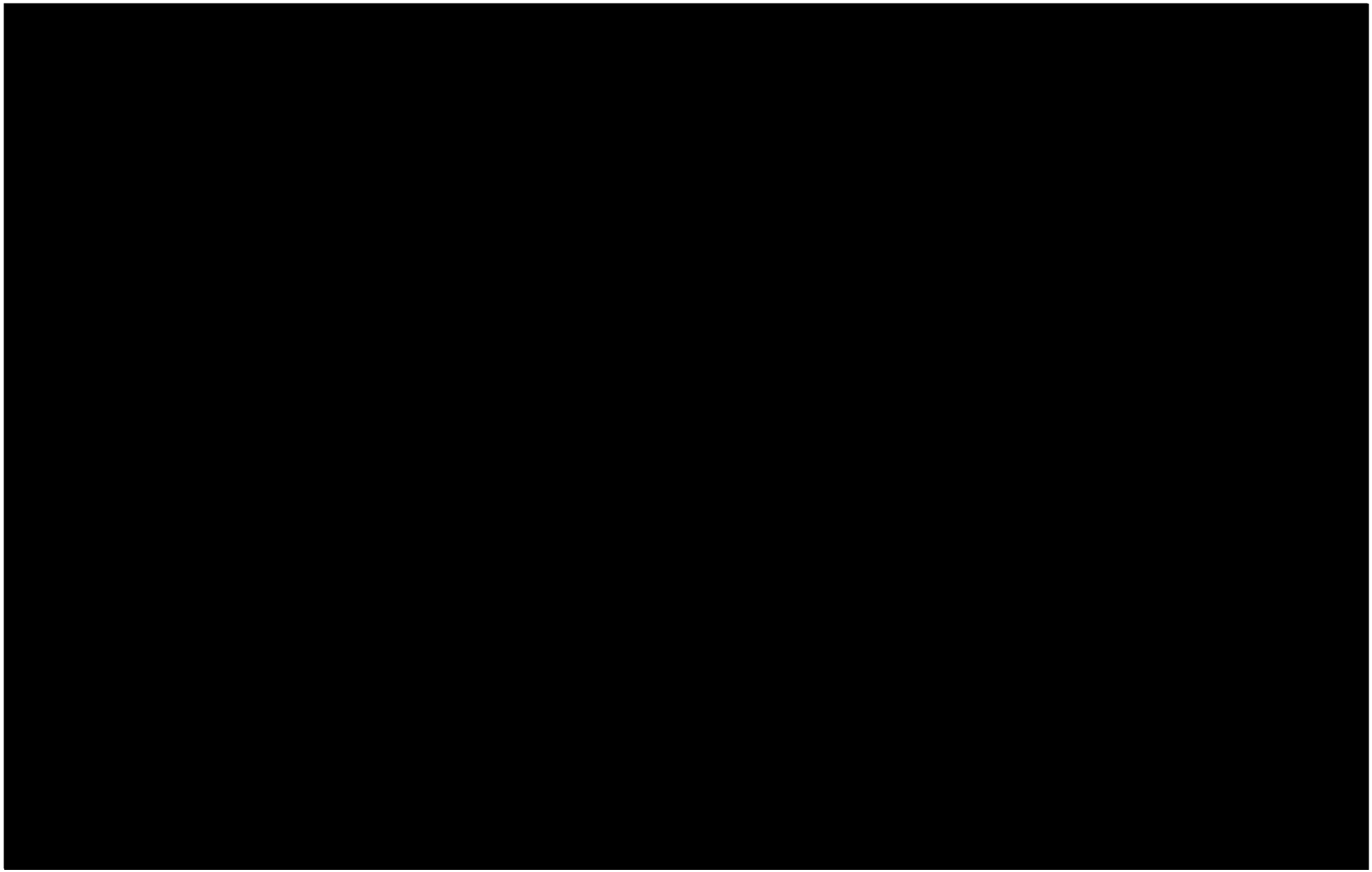
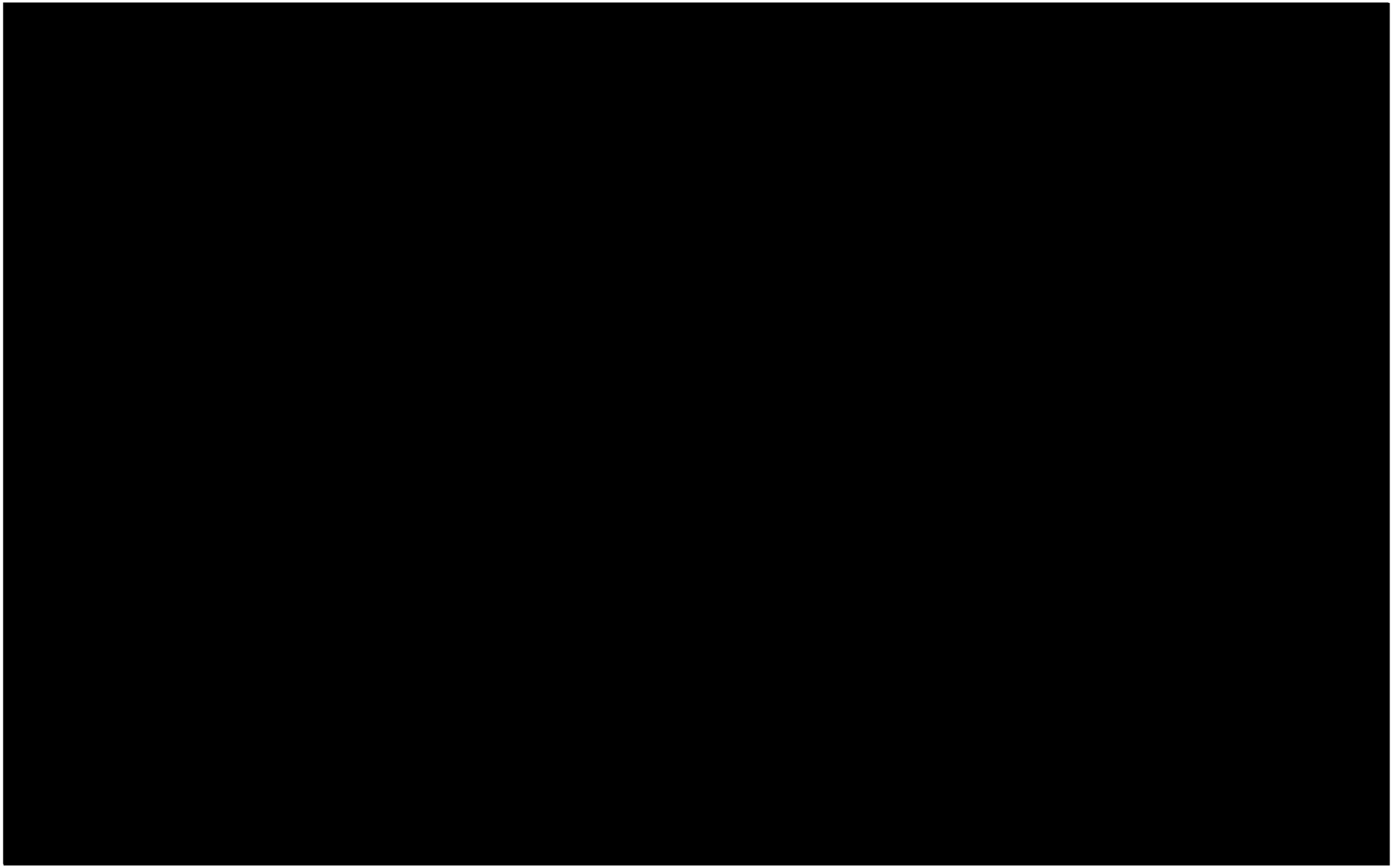
| **Domestic Subsidiaries** | | | |
|---|---|---|---|

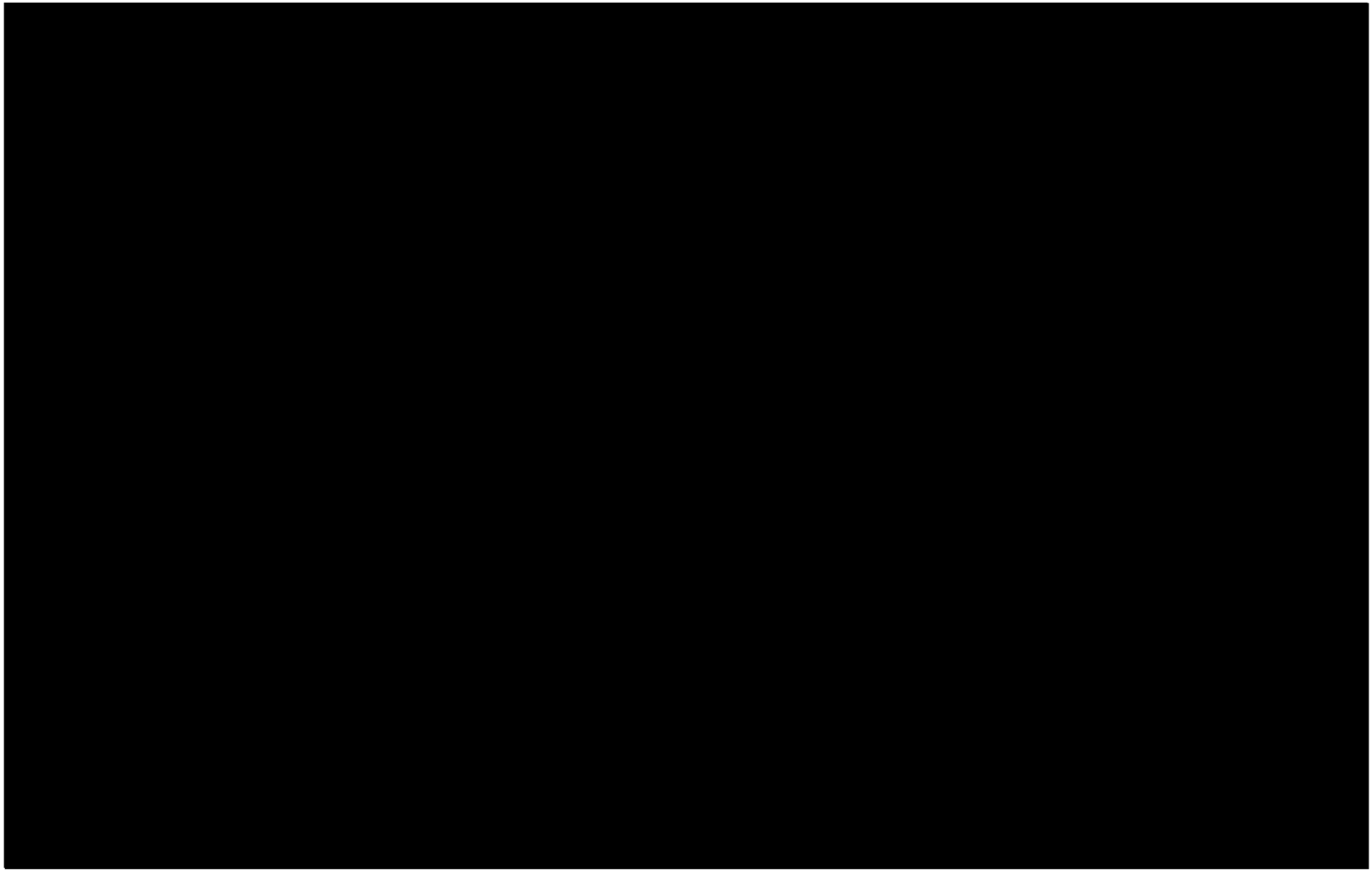


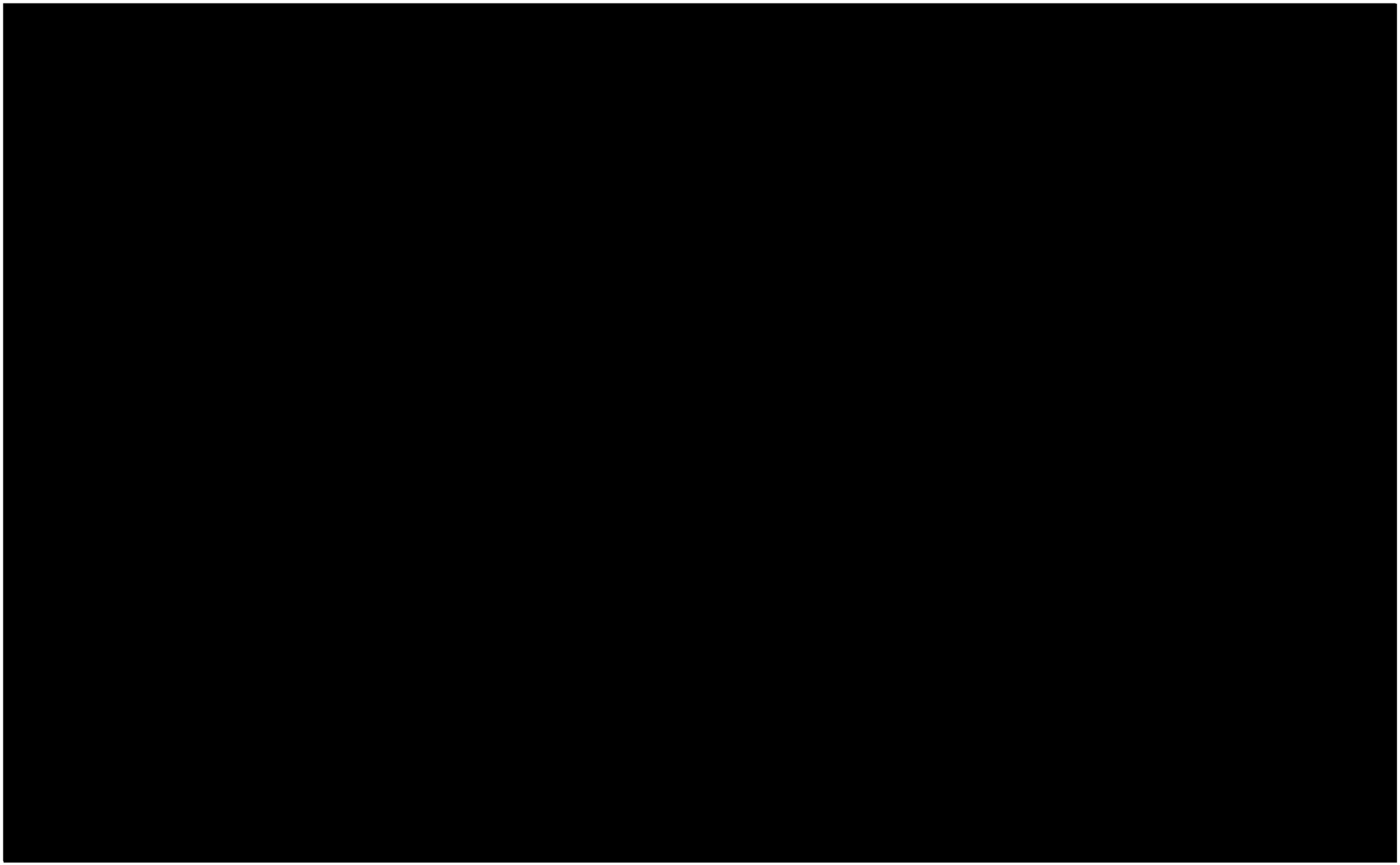


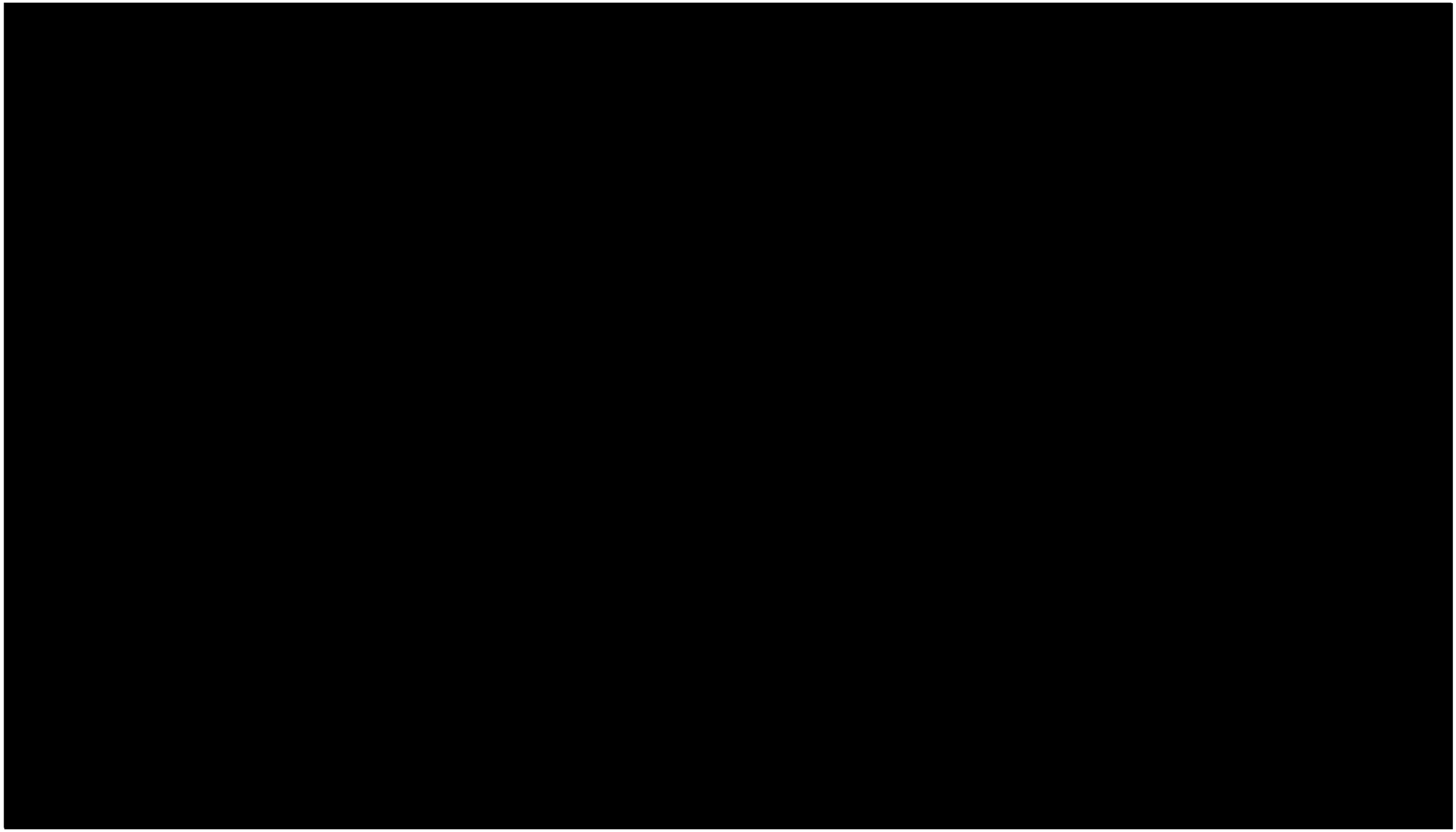


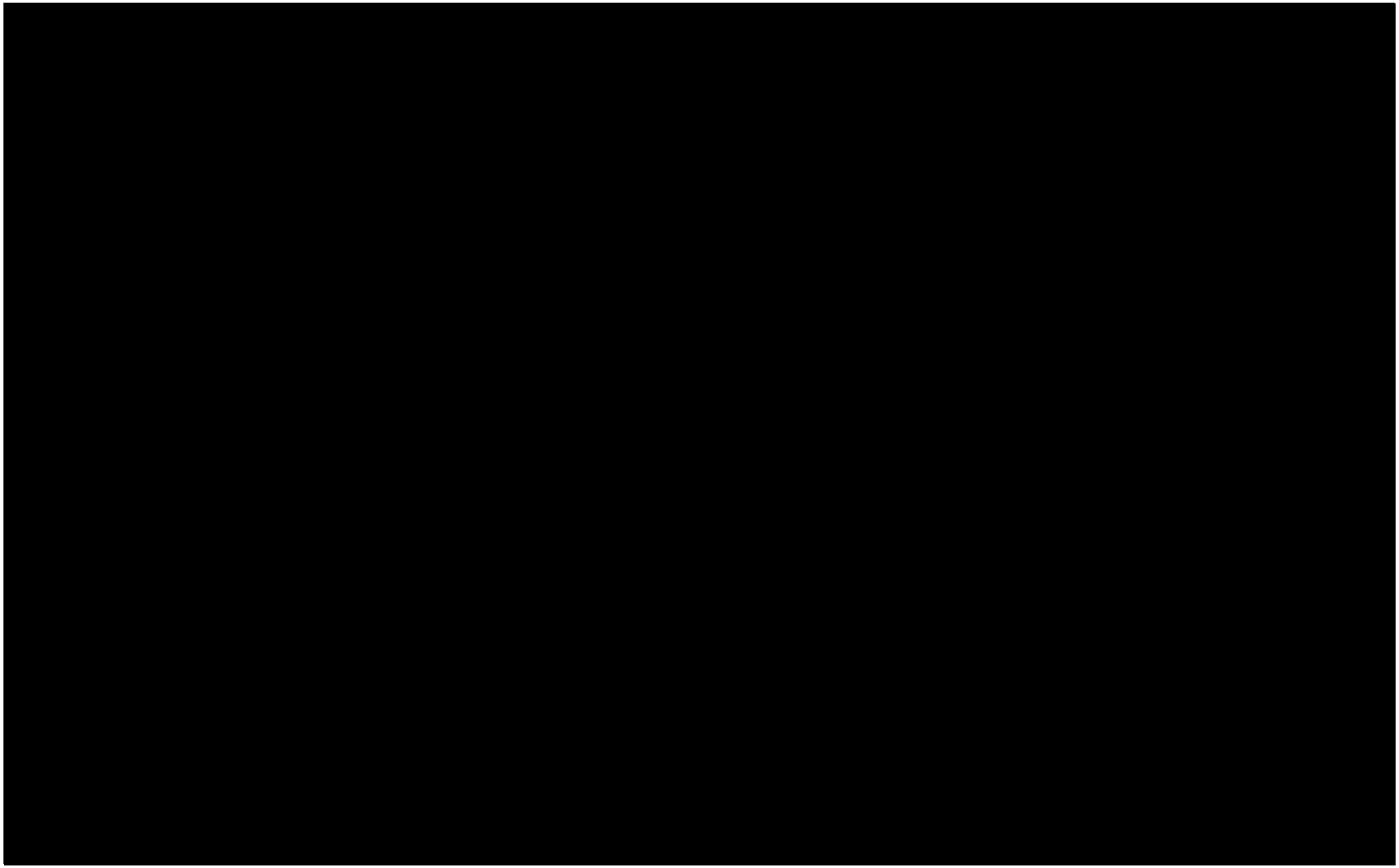












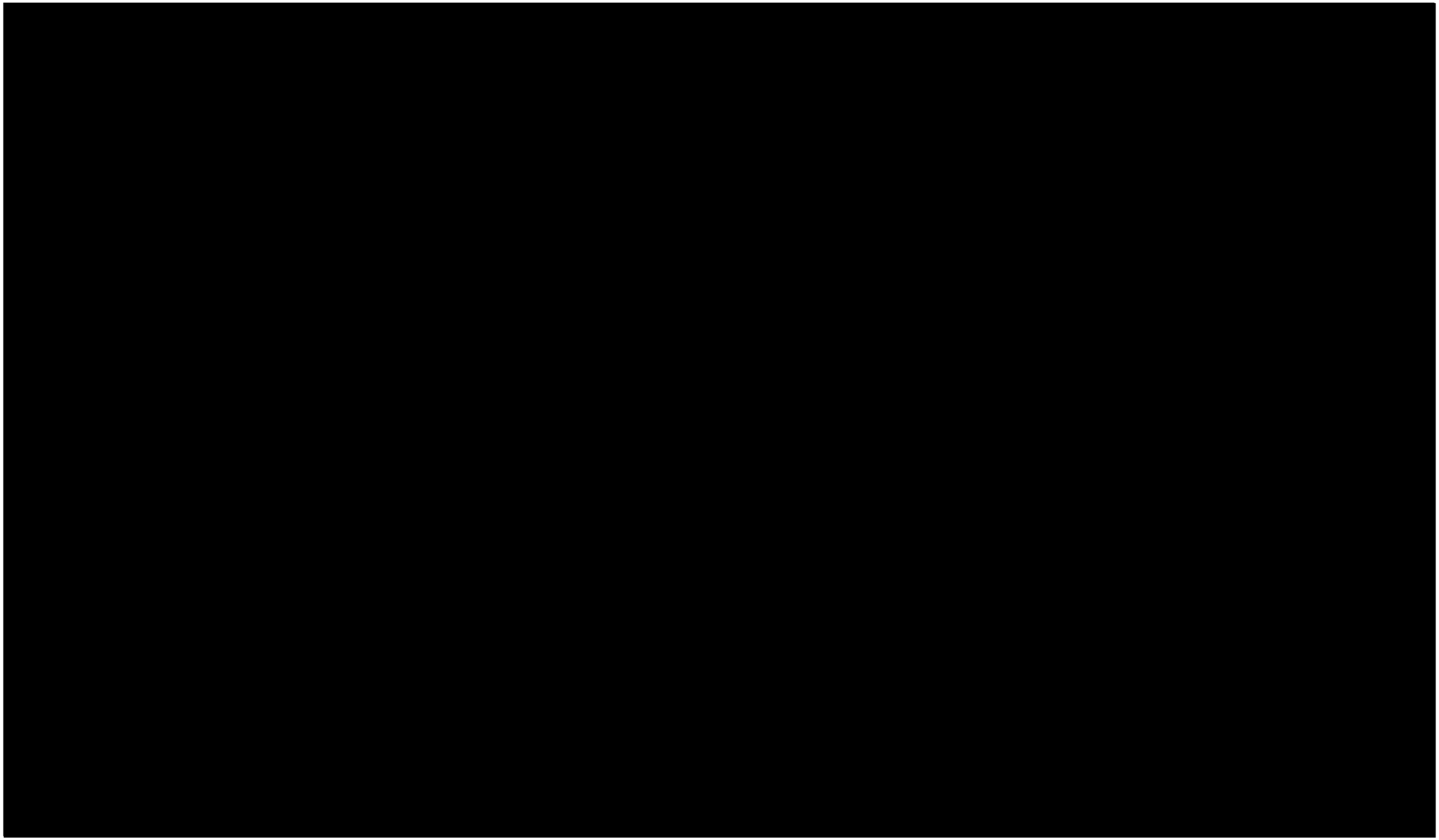


EXHIBIT B
SCHEDULE 3.28 TO CREDIT AGREEMENT

[See attached]

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

Schedule 3.28

Excluded Collateral

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

| [redacted] | [redacted] |
|---|---|
| **a. Domestic Entities** | |
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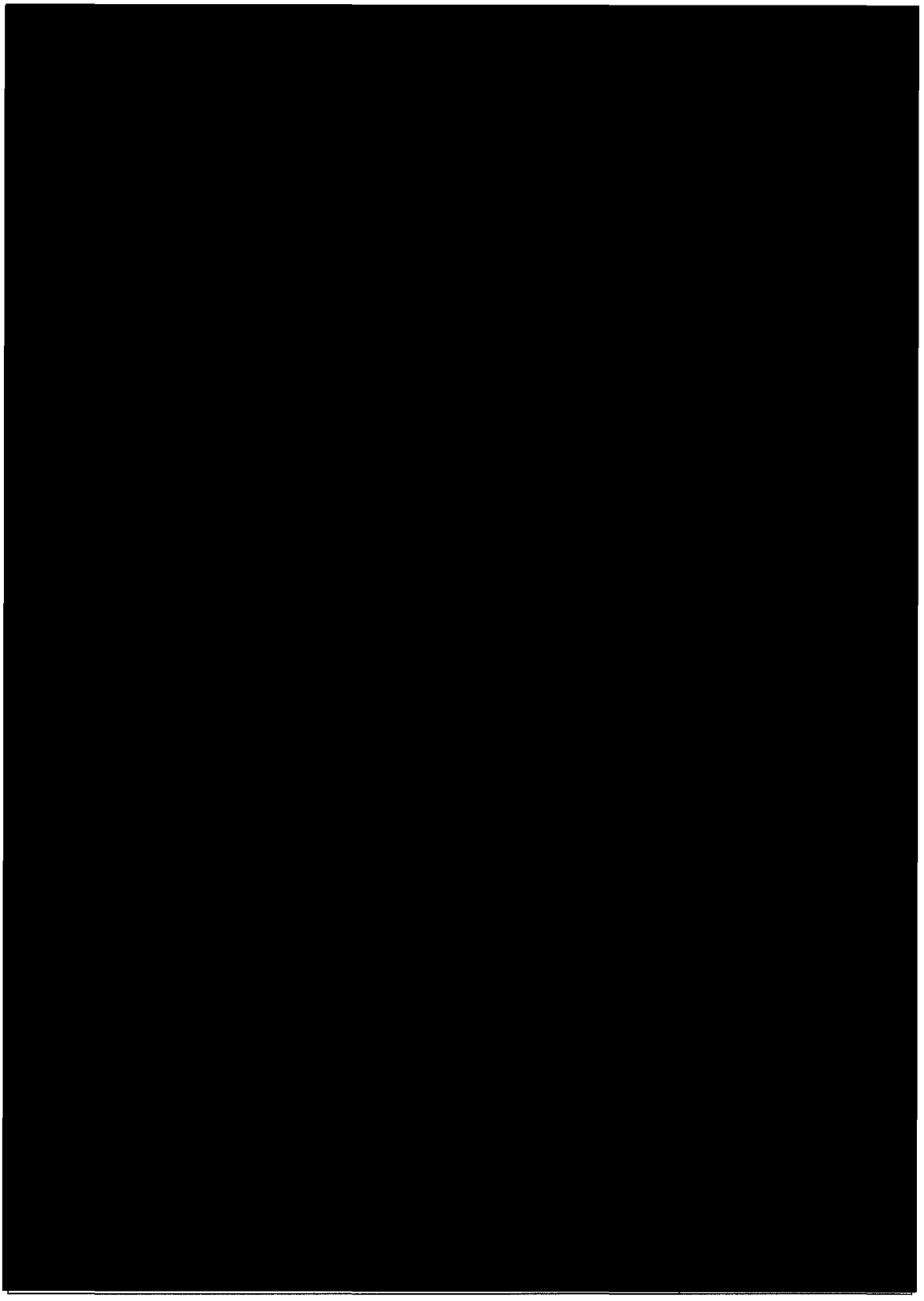
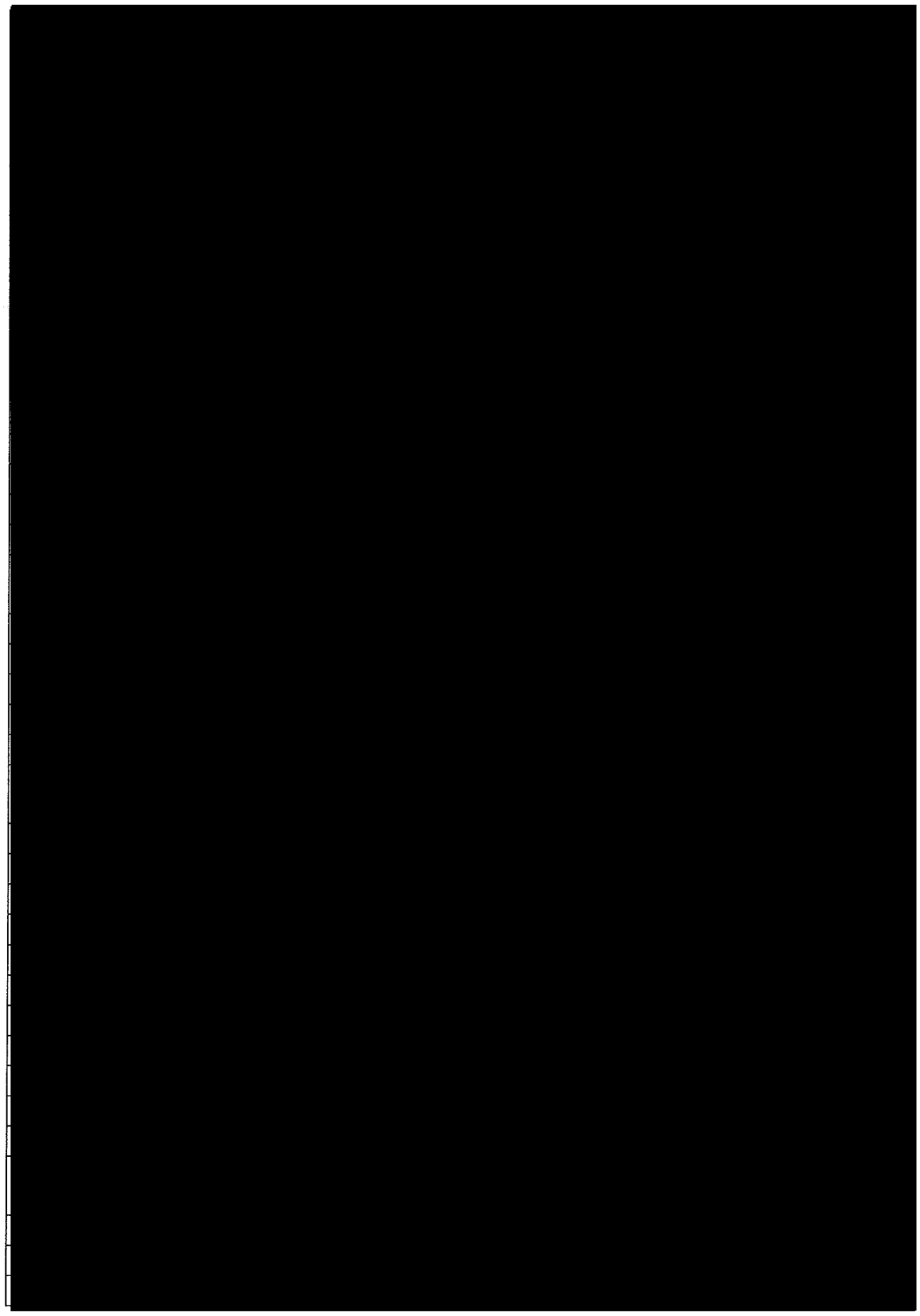
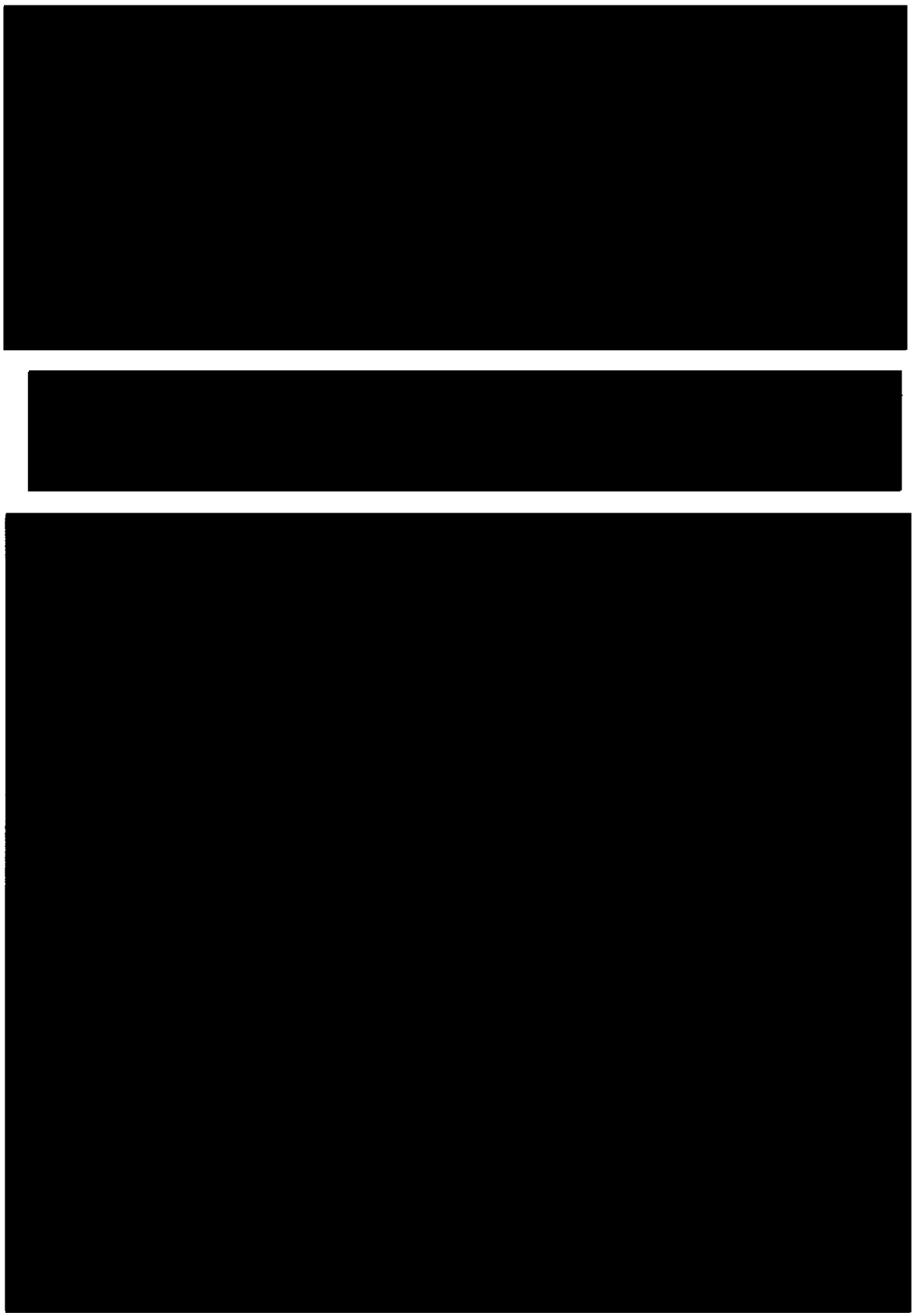
| [redacted] | |







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# SECOND AMENDMENT TO SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT

SECOND AMENDMENT, dated as of October 6, 2009 (this "Amendment") to the SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT dated as of August 12, 2009 (as amended by the First Amendment to Second Amended and Restated Secured Credit Agreement dated as of September 2, 2009 but effective as of September 1, 2009, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement), among GENERAL MOTORS COMPANY, a Delaware corporation (the "Borrower"), the Guarantors, and THE UNITED STATES DEPARTMENT OF THE TREASURY, as the lender hereunder (the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrower has requested that the Lender amend certain provisions of the Credit Agreement;

WHEREAS, the Lender has agreed to make certain amendments to the Credit Agreement as described herein solely upon the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Section 6.16 of the Credit Agreement (Clauses Restricting Subsidiary Distributions). Section 6.16 of the Credit Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"6.16 Clauses Restricting Subsidiary Distributions. Neither the Borrower nor any Guarantor shall, and shall not permit any Covered Group Member to, enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any such Covered Group Member to (a) make Restricted Payments in respect of any Capital Stock of such Covered Group Member held by, or pay any Indebtedness owed to, the Borrower or any Covered Group Member, (b) make loans or advances to, or other Investments in, the Borrower or any Covered Group Member or (c) transfer any of its assets to the Borrower or any Covered Group Member, except, in the case of each of clauses (a), (b) and (c) above, for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents and the VEBA Note Facility and, solely with respect to GM Canada and its Subsidiaries, the Canadian Facility, (ii) any restrictions with respect to a Covered Group Member imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Covered Group Member, (iii) any agreement or instrument governing Indebtedness assumed in connection with the acquisition of assets by the Borrower or any Covered Group Member permitted hereunder or secured by a Lien

encumbering assets acquired in connection therewith, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired, (iv) restrictions on the transfer of assets subject to any Lien permitted by Section 6.4 imposed by the holder of such Lien or on the transfer of assets subject to a Disposition permitted by Section 6.12 imposed by the acquirer of such assets, (v) provisions in joint venture agreements and other similar agreements (in each case relating solely to the respective joint venture or similar entity or the Capital Stock therein) entered into in the ordinary course of business, (vi) restrictions contained in the terms of any agreements governing purchase money obligations, Capital Lease Obligations or Attributable Obligations not incurred in violation of this Agreement, provided that, such restrictions relate only to the Property financed with such Indebtedness, (vii) restrictions contained in any Existing Agreement, (viii) restrictions contained in and permitted by any agreement evidencing any Excluded Secured Indebtedness, Additional Secured Indebtedness or Permitted Unsecured Indebtedness, solely to the extent such restrictions are applicable to any Covered Group Member that is obligor under such Indebtedness or to any Subsidiary of such Covered Group Member, (ix) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business, (x) customary non-assignment provisions in leases, contracts, licenses and other agreements entered into in the ordinary course of business and consistent with past practices (including past practices of the GM Oldco Parties, as applicable), or (xi) any amendments, modifications, restatements, increases, supplements, refundings, replacements, or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (x) above; provided, however, that the provisions relating to such encumbrance or restriction contained in any such amendment, modification, restatement, increase, supplement, refunding, replacement, or refinancing are not materially less favorable, taken as a whole, to the Group Members and the Lender than the provisions relating to such encumbrance or restriction contained in agreements referred to in such clause."

2. Conditions to Effectiveness. This Amendment shall become effective upon the date (the "Second Amendment Effective Date") on which the Lender shall have received this Amendment, executed and delivered by a duly authorized officer of the Borrower.

3. Representations and Warranties. The Borrower hereby represents and warrants to the Lender that (before and after giving effect to this Amendment), as of the date of execution of this Amendment:

(a) Each Loan Party has all necessary corporate or other power, authority and legal right to execute, deliver and perform its obligations under this Amendment and the Acknowledgment and Consent to which it is a party. Subject to the terms thereof, the execution, delivery and performance by each Loan Party of this Amendment and the Acknowledgment and Consent to which it is a party has been duly authorized by all necessary corporate or other action on its part. This Amendment and the Acknowledgment and Consent have been duly and validly executed and delivered by each Loan Party party thereto and constitutes a legal, valid and binding obligation of all of the Loan Parties party thereto, enforceable against such Loan Parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is

sought by proceedings in equity or at law). No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any other Person, are necessary for the execution, delivery or performance by each Loan Party of this Amendment and the Acknowledgment and Consent for the legality, validity or enforceability hereof and thereof.

(b) The execution and delivery of the Amendment will not (a) conflict with or result in a breach of (i) the charter, by laws, certificate of incorporation, operating agreement or similar organizational document of any Loan Party, (ii) any Requirement of Law, (iii) any Applicable Law, rule or regulation, or any order, writ, injunction or decree of any Governmental Authority, (iv) any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (b) constitute a default under any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (c) (except for Permitted Liens) result in the creation or imposition of any Lien upon any property of any Loan Party, pursuant to the terms of any such agreement or instrument.

(c) Each of the representations and warranties made by the Borrower herein or in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Second Amendment Effective Date as if made on and as of such date (except that any representation or warranty that by its terms is made as of an earlier date is true and correct in all material respects as of such earlier date).

(d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Amendment.

4. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments, consents and waivers contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower or the Guarantors that would require the waiver or consent of the Lender.

5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. Miscellaneous. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Copies of this Amendment signed by all parties hereto and thereto shall be lodged with the Borrower and the Lender. This Amendment may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

GENERAL MOTORS COMPANY

By: _____

Name: Adil Mistry

Title: Assistant Treasurer

UNITED STATES DEPARTMENT OF THE TREASURY, as a Lender

By: _____

Name: Duane Morse

Title: Chief Risk and Compliance Officer

# ASSIGNMENT AND ASSUMPTION AGREEMENT AND THIRD AMENDMENT TO SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND THIRD AMENDMENT TO SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT (this "Agreement"), dated as of October 19, 2009, is made by and among GENERAL MOTORS LLC, a Delaware limited liability company (successor-by-conversion to, and formerly known as, General Motors Company, a Delaware corporation), as the assignor (the "Assignor"), GENERAL MOTORS HOLDINGS LLC, a Delaware limited liability company, as the assignee (collectively with any Replacement Borrower, the "Assignee"), the Guarantors signatory hereto (the "Guarantors"), GENERAL MOTORS COMPANY, a Delaware corporation (formerly known as General Motors Holding Company (collectively with any Replacement Holdco, "Holdco")), and THE UNITED STATES DEPARTMENT OF THE TREASURY (the "Lender").

**W I T N E S S E T H:**

WHEREAS, on August 12, 2009, the Assignor, as borrower, entered into that certain $7,072,488,605 Second Amended and Restated Secured Credit Agreement (as amended by (i) the First Amendment to Second Amended and Restated Secured Credit Agreement dated as of September 2, 2009, but effective as of September 1, 2009, and (ii) the Second Amendment to Second Amended and Restated Secured Credit Agreement dated as of October 6, 2009, and as further amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"; unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement), with the Guarantors, and the Lender as lender;

WHEREAS, on October 15, 2009, pursuant to the Agreement and Plan of Merger dated as of October 15, 2009 (the "Merger Agreement") among the Assignor (then a Delaware corporation known as General Motors Company), GM Merger Subsidiary Inc., a Delaware corporation ("Merger Subsidiary"), and Holdco, Merger Subsidiary merged with and into the Assignor pursuant to Section 251 of the General Corporation Law of Delaware (such event, the "Merger"), with Merger Subsidiary ceasing to exist as a separate corporate entity and the Assignor continuing as the surviving corporation;

WHEREAS, as a result of the Merger, the Assignor became a direct Wholly Owned Subsidiary of the Assignee, which is a direct Wholly Owned Subsidiary of Holdco;

WHEREAS, on October 16, 2009, pursuant to a Certificate of Conversion filed with the Secretary of State of the State of Delaware, the Assignor converted from a Delaware corporation to a Delaware limited liability company pursuant to Section 18-214 of the Delaware Limited Liability Company Act, and in connection with such conversion the Assignor changed its name to "General Motors LLC";

WHEREAS, the Assignee and Holdco have directly or indirectly benefited from the Assignor, as a direct Wholly Owned Subsidiary of the Assignee and an indirect Wholly Owned Subsidiary of Holdco, obtaining the Loans under the Credit Agreement;

WHEREAS, on the date hereof, the Assignor hereby transfers, assigns, conveys and delivers to the Assignee in accordance with the terms and conditions of this Agreement all of the rights and obligations of the Assignor under the Credit Agreement and the other Loan Documents, including the Loans and all other Obligations thereunder, and the Assignee hereby assumes in accordance with the terms and conditions of this Agreement all of the rights and obligations of the Assignor under the Credit Agreement and the other Loan Documents, including the Loans and all other Obligations thereunder, and commencing on the Assumption Effective Date will pay or otherwise perform as and when due, or otherwise discharge, all of the Loans and all the other Obligations (such events, the "Assignment and Assumption"); and

WHEREAS, the Merger and the other transactions contemplated by the Merger Agreement, the Assignment and Assumption and related transactions occurring on or prior to the date hereof that collectively constitute the Restructuring are being effected in compliance with the terms and provisions of the Credit Agreement, including, without limitation, Section 6.1 thereof;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in this Agreement, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

## ARTICLE I
## ASSIGNMENT AND ASSUMPTION

Section 1.1 Assignment. The Assignor hereby irrevocably assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably assumes from the Assignor without recourse to the Assignor, as of the Assumption Effective Date (as defined in Article V below), all of the rights and obligations of the Assignor under the Credit Agreement and the other Loan Documents, including the Loans and all other Obligations thereunder.

Section 1.2 Payments. From and after the Assumption Effective Date, the Assignee shall make all payments in respect of the Obligations (including payments of principal, interest, fees and other amounts) to the Lender for amounts that have accrued pursuant to the terms and conditions of the Credit Agreement and the other Loan Documents, including any unpaid amounts that accrued prior to the Effective Date.

Section 1.3 Release. From and after the Assumption Effective Date, Assignor shall be released from its Obligations as the Borrower under the Credit Agreement and the other Loan Documents, to repay the principal of, or to pay interest, fees and other amounts with respect to the Obligations under the Credit Agreement and the other Loan Documents. For the avoidance of doubt, nothing herein shall release, or shall be construed to release, the Assignor from its obligations under the Second Amended and Restated Guaranty and Collateral Agreement, dated as of the date hereof, made by the Assignee, the Assignor and certain of the

Assignee's other Subsidiaries in favor of the Lender (the "Security Agreement"), and such obligations shall continue in full force and effect in accordance with the terms thereof.

Section 1.4 Intentionally Omitted.

Section 1.5 Guarantors. Each Guarantor ratifies and confirms its respective obligations under the Security Agreement and the other Collateral Documents to which such Guarantor is party (including, as applicable, the Deposit Agreement dated as of July 9, 2009 among Assignor, the Lender and Citibank, N.A.) with respect to the Obligations in favor of the Lender.

## ARTICLE II
## AMENDMENT TO CREDIT AGREEMENT

Section 2.1 Amendments to Section 1.1 of the Credit Agreement (Definitions). Section 1.1 of the Credit Agreement is hereby amended by:

(i) deleting therefrom the definition of "Additional Secured Indebtedness" in its entirety and replacing it with the following:

""Additional Secured Indebtedness": as of any date of determination, principal amount of secured (including on a first-priority basis) Indebtedness (other than Indebtedness described in clauses (a) through (r) (inclusive) and (u) of the definition of "Permitted Indebtedness") of the Covered Group Members and Holdco in an aggregate amount in excess of $6,000,000,000 (including, without limitation, Structured Financing), provided that, (i) on the date such Indebtedness is incurred, the Consolidated Leverage Ratio shall be less than 3.00 to 1.00 after giving pro forma effect to the incurrence of such Indebtedness, (ii) a portion of the Net Cash Proceeds of such Indebtedness (other than revolving credit loans) are used to prepay the Loans in accordance with Section 2.5(a), (iii) the aggregate amount of commitments under revolving credit facilities, if any, together with any revolving credit facilities constituting Excluded Secured Indebtedness, shall not exceed $4,000,000,000, (iv) with respect to any revolving credit facility, the amount of Indebtedness thereunder for the purpose of determining compliance with clauses (i) and (iii) of this definition shall equal the commitment thereunder and (v) if any Loan Party is an obligor or guarantor under such Indebtedness, the lenders party thereto (or an agent on behalf of such lenders) shall have executed and delivered an intercreditor agreement in form and substance reasonably satisfactory to the Lender, which may be an amendment, restatement, modification or supplement to the Intercreditor Agreement.

(ii) deleting therefrom the definition of "Asset Sale" in its entirety and replacing it with the following:

""Asset Sale": any Disposition of property or series of related Dispositions of property occurring contemporaneously (other than any Excluded Disposition) that yields gross proceeds to any Covered Group Member (valued at the initial principal amount thereof in the case of non cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non cash proceeds) in excess of (i) $25,000,000 if received by a Covered Group Member that is a Foreign Subsidiary, or (ii) $15,000,000 if received by a Covered Group Member that is not a Foreign Subsidiary. The term "Asset Sale" shall include

any issuance of Capital Stock of any Covered Group Member other than the Borrower, but shall not include any Excluded Dispositions and any event that constitutes a Recovery Event.

(iii) deleting therefrom the definition of "Change of Control" in its entirety and replacing it with the following:

""Change of Control": (a) the acquisition, after the Original Effective Date, by any Person, or two or more Persons acting in concert other than the Permitted Holders, the Lender, the Canadian Lender, the VEBA or any of their Affiliates, of the direct or indirect beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of outstanding shares of voting stock of Holdco, if after giving effect to such acquisition such Person or Persons shall, directly or indirectly, own 20% or more of such outstanding voting stock of Holdco, or (b) the Borrower ceasing to be a Wholly Owned Subsidiary of Holdco."

(iv) deleting from the definition of "Collateral Documents" therein the words "the Equity Pledge Agreement,";

(v) inserting at the end of the definition of "Consolidated Leverage Ratio" the following sentence: "Solely for the purposes of the definitions of "Additional Secured Indebtedness", "Excluded Secured Indebtedness", "Permitted Unsecured Indebtedness" and Section 6.5, the Consolidated Leverage Ratio shall be calculated with reference to Holdco together with the Borrower and its Subsidiaries."

(vi) deleting therefrom the definition of "Excluded Secured Indebtedness" in its entirety and replacing it with the following:

""Excluded Secured Indebtedness": secured (including on a first-priority basis) Indebtedness (other than Indebtedness described in clauses (a) through (r) (inclusive) and (u) of the definition of "Permitted Indebtedness") of the Covered Group Members and Holdco in an aggregate amount not exceeding $6,000,000,000 comprised of term loan and/or revolving credit loan facilities (including without limitation Structured Financing), provided that, (i) the aggregate amount of commitments under the revolving credit facilities, if any, together with any revolving credit facilities constituting Additional Secured Indebtedness, shall not exceed $4,000,000,000, (ii) with respect to any revolving credit facility, the amount of Indebtedness thereunder for the purpose of determining compliance with clause (i) of this definition shall equal the commitment thereunder and (iii) if any Loan Party is an obligor or guarantor under such Indebtedness, the lenders party thereto (or an agent on behalf of such lenders) shall have executed and delivered an intercreditor agreement in form and substance reasonably satisfactory to the Lender, which may be an amendment, restatement, modification or supplement to the Intercreditor Agreement.

(vii) deleting therefrom the definition of "Guaranty" in its entirety and replacing the same with the following:

""Guaranty": the Second Amended and Restated Guaranty and Collateral Agreement dated as of October 19, 2009, made by the Borrower and the Guarantors in favor of the Lender.".

(viii) deleting therefrom the definition of "Permitted Unsecured Indebtedness" in its entirety and replacing the same with the following:

""Permitted Unsecured Indebtedness": unsecured Indebtedness of the Covered Group Members and Holdco other than unsecured Indebtedness described in clauses (a) through (r) inclusive and (u) of the definition of "Permitted Indebtedness", provided that, (i) in the event that such unsecured Indebtedness, when aggregated with all other Permitted Unsecured Indebtedness of the Covered Group Members and Holdco then outstanding or to be issued or incurred simultaneously with such unsecured Indebtedness, exceeds $1,000,000,000, then on the date such Indebtedness is incurred, the Consolidated Leverage Ratio shall be less than 3.00 to 1.00 after giving pro forma effect to the incurrence of such Indebtedness, (ii) with respect to any revolving credit facility, the amount of Indebtedness for the purpose of determining compliance with clause (i) of this definition shall equal the related commitment thereunder and (iii) a portion of the Net Cash Proceeds of such Indebtedness (other than revolving credit loans) are used to prepay the Loans in accordance with Section 2.5(a)."

(ix) inserting therein in appropriate alphabetical order the following new definitions:

""GMLLC": General Motors LLC, a Delaware limited liability company (successor-by-conversion to, and formerly known as, General Motors Company, a Delaware corporation).";

""Holdco": General Motors Company, a Delaware corporation (formerly known as General Motors Holding Company) or any Replacement Holdco."; and

""Replacement Holdco": as defined in Section 6.1.".

Section 2.2 Amendment to Section 3.15 of the Credit Agreement (Subsidiaries). Section 3.15 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"3.15 Borrower and Subsidiaries. All of the Subsidiaries of the Borrower as of the Effective Date are listed on Schedule 3.15, which schedule sets forth the name and jurisdiction of formation of the Borrower and each Subsidiary and, as to each such Subsidiary, the percentage of each class of Capital Stock of such Subsidiary owned by the Borrower or any of its other Subsidiaries as of the Effective Date.".

Section 2.3 Amendments to Sections 5.1(f) and 5.1(g) of the Credit Agreement (Financial Statements). Sections 5.1(f) and 5.1 (g) of the Credit Agreement are hereby deleted in their entirety and replaced with the following:

"(f) (i) as soon as available, but in any event within 90 days after the end of each fiscal year of Holdco, a copy of the audited Consolidated balance sheet of Holdco and its Consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on by Deloitte & Touche LLP or other independent certified public accountants of nationally recognized standing;

(ii) as soon as available, but in any event not later than 45 days after the end of the third fiscal quarter of the Borrower's fiscal year 2009, the unaudited Consolidated balance sheet of GMLLC and its Consolidated Subsidiaries as at the end of such quarter and the related unaudited Consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer or GMLLC as being fairly stated in all material respects (subject to the absence of footnotes and to normal year-end audit adjustments); and

(iii) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of Holdco, commencing with the first quarterly period of Holdco's 2010 fiscal year, the unaudited Consolidated balance sheet of Holdco and its Consolidated Subsidiaries as at the end of such quarter and the related unaudited Consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer of Holdco as being fairly stated in all material respects (subject to the absence of footnotes and to normal year-end audit adjustments);

all such financial statements shall be complete and correct in all material respects and be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein); provided, that with respect to the GMLLC's quarterly financial statements to be provided for the third fiscal quarter of 2009, such financial statements shall be provided on a modified basis within the time frame set forth in clause (ii) above, with GAAP-compliant versions of such financial statements to be provided at the same time as the audited financial statements for fiscal year 2009 described in clause (i) above; and

(g) to the extent that Holdco prepares quarterly or annual reports as to the Consolidated balance sheet of Holdco and its Consolidated Subsidiaries as at the end of the related quarter or fiscal year (as the case may be) and the related Consolidated statements of income and of cash flows for such quarter or fiscal year (as applicable) that set forth in comparison form the figures as of the end of and for the corresponding period in the previous fiscal year (such figures for the year ending December 31, 2009 adjusted to reflect the Related Transactions), the Borrower shall promptly furnish copies of such reports to the Lender.".

Section 2.4 Amendment to Section 5.20 of the Credit Agreement (Internal Controls; Recordkeeping; Additional Reporting. Section 5.20(b) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(b) The Borrower shall use its reasonable best efforts to account for the use and expected use of the Reserve Funds. On the 15th day after the last day of each calendar

quarter (or, if such day is not a Business Day, on the first Business Day after such day) commencing with the calendar quarter ending September 30, 2009, the Borrower shall deliver to the Lender (at its address set forth in Section 8.2) a report setting forth in reasonable detail the actual use during such immediately preceding calendar quarter of Reserve Funds disbursed to the Borrower (to the extent not previously reported on to the Lender pursuant to Section 4.2) and the committed or allocated use of the balance of Reserve Funds disbursed to the Borrower. Such report shall be accompanied by a certification duly executed by an SEO of the Borrower that such quarterly report is accurate in all material respects to the best of such SEO's knowledge, which certification shall be made subject to the requirements and penalties set forth in Title 18, United States Code, section 1001.

Section 2.5 Amendment to Section 5.23 of the Credit Agreement (Additional Guarantors). Section 5.23 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"5.23 Additional Guarantors. Except as otherwise agreed to by the Lender, the Borrower shall cause each U.S. Subsidiary of a Covered Group Member who becomes a Subsidiary after the Effective Date (other than Excluded Subsidiaries (except for such Subsidiaries that were guarantors under the DIP Credit Agreement or the Existing UST Term Loan Agreements)) to become a Guarantor (each, an "Additional Guarantor") in accordance with Section 9.12 of the Guaranty.".

Section 2.6 Amendment to Section 6.1 of the Credit Agreement (Prohibition on Fundamental Changes; Disposition of Collateral). Section 6.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"6.1 Prohibition on Fundamental Changes; Disposition of Collateral. Neither Holdco nor any Covered Group Member shall, at any time, directly or indirectly, enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation, winding up or dissolution), or Dispose of all or substantially all of its Property without the Lender's prior consent, provided that, Holdco and any Covered Group Member may merge with, consolidate with, amalgamate with, or Dispose of all or substantially all of its Property to (and thereafter wind up or dissolve itself), any Person, subject to the following conditions: (i) in the case of any Covered Group Member, such action does not result in the material diminishment of the Collateral, taken as a whole, except in the case of Asset Sales subject to clause (ii) below, (ii) in the case of any such Disposition by a Covered Group Member, the Net Cash Proceeds thereof are applied in accordance with Section 2.5, and (iii) (A) in the case of a merger, consolidation or amalgamation with or into Holdco or the Borrower, Holdco or the Borrower (as the case may be) shall be the continuing or surviving entity or, in the event that Holdco or the Borrower (as the case may be) is not the continuing or surviving entity, or in the case of a Disposition of all or substantially all of Holdco's or the Borrower's Property to any other Person, (1) the continuing, surviving or acquiring entity (any of the foregoing, in the case of the Borrower, the "Replacement Borrower" and in the case of Holdco, "Replacement Holdco") expressly assumes the obligations of Holdco or the Borrower (as applicable) under the Loan Documents and the VEBA Note Facility, (2) the Replacement Borrower or Replacement Holdco (as the case may be) is organized under the laws of a State in the United States, (3) the Replacement Borrower or Replacement Holdco (as the case may be) shall have delivered to the

Lender such assumption and joinder agreements and related documents and instruments, due diligence information, lien searches, consents, certificates, organizational documents and resolutions, legal opinions and waivers as the Lender may reasonably request, each in form and substance satisfactory to the Lender in its sole discretion, and (B) in the case of a merger, consolidation or amalgamation with or into any Guarantor, such Guarantor shall be the continuing or surviving entity or, in the event that such Guarantor is not the continuing or surviving entity, (1) the continuing or surviving entity (a "Replacement Guarantor") expressly assumes the obligations of such Guarantor under the Loan Documents and the VEBA Note Facility or promptly after the consummation of such transaction, the Replacement Guarantor shall become a Guarantor, (2) the Replacement Guarantor is organized under the laws of a State in the United States, and (3) the Replacement Guarantor shall have delivered to the Lender such assumption and joinder agreements and related documents and instruments, due diligence information, lien searches, consents, certificates, organizational documents and resolutions, legal opinions and waivers as the Lender may reasonably request, each in form and substance satisfactory to the Lender in its sole discretion."

Section 2.7 Amendment to Section 6.5 of the Credit Agreement (Restricted Payments). Section 6.5 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"6.5 Restricted Payments. Neither Holdco nor any Covered Group Member shall, (i) declare or pay any dividend (other than dividends payable solely in common Capital Stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of any Capital Stock of Holdco or any Covered Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of Holdco or any Covered Group Member or (ii) optionally prepay, repurchase, redeem or otherwise optionally satisfy or defease with cash or Cash Equivalents any Indebtedness (other than any Permitted Indebtedness in accordance with this Agreement) (any such payment referred to in clauses (i) and (ii), a "Restricted Payment"), other than the following payments or other actions (each of which shall be in addition to and not exclusive of any other such action):

(a) redemptions, acquisitions or the retirement for value or repurchases (or loans, distributions or advances to effect the same) of shares of Capital Stock from current or former officers, directors, consultants and employees, including upon the exercise of stock options or warrants for such Capital Stock, or any executive or employee savings or compensation plans, or, in each case to the extent applicable, their respective estates, spouses, former spouses or family members or other permitted transferees;

(b) Restricted Payments by any Subsidiary (including an Excluded Subsidiary) to its direct parents or to the Borrower or any Guarantor that is a Wholly Owned Subsidiary;

(c) Restricted Payments by any JV Subsidiary required or permitted to be made pursuant to the terms of the joint venture arrangements to holders of its Capital Stock,

provided that, the Borrower and its Subsidiaries have received their *pro rata* portion of such Restricted Payments;

(d) Permitted Tax Distributions;

(e) Restricted Payments by the Borrower to Holdco, the proceeds of which are to be used by Holdco to pay (i) its operating expenses and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses) incurred in the ordinary course of business of Holdco, (ii) any payments in respect of the preferred Capital Stock of Holdco; (iii) reasonable and customary indemnification claims made by directors or officers of Holdco attributable to the ownership or operation of the Borrower and its Subsidiaries and (iv) any amount due and payable by the Borrower or any of its Subsidiaries that is permitted to be paid by the Borrower and its Subsidiaries under this Agreement;

(f) Restricted Payments by the Borrower to Holdco and Restricted Payments by Holdco so long as (i) no Default or Event of Default shall have occurred and be continuing at the time of such payment and (ii) immediately prior to and after giving effect to such Restricted Payment, the Consolidated Leverage Ratio shall be less than 3.00 to 1.00; and

(g) Holdco may make Restricted Payments in respect of preferred Capital Stock of Holdco to the holders thereof.".

Section 2.8 Amendment to Section 6.8 of the Credit Agreement (Negative Pledge). Section 6.8 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"6.8 Negative Pledge. No Covered Group Member shall enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of any North American Group Member to create, incur, assume or permit to exist any Lien upon any of the Collateral or the Capital Stock of GMLLC, whether now owned or hereafter acquired, to secure the Obligations other than such prohibitions or limitations pursuant to (i) this Agreement, (ii) the other Loan Documents (iii) agreements governing Permitted Liens (other than Additional Secured Indebtedness and Excluded Secured Indebtedness) and (iv) the Existing Agreements."

Section 2.9 Amendment to Schedule 1.1B to the Credit Agreement (Guarantors). Schedule 1.1B to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 1.1B attached as Exhibit A hereto.

Section 2.10 Amendment to Schedule 1.1C to the Credit Agreement (Mortgaged Properties). Schedule 1.1C to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 1.1C attached as Exhibit B hereto.

Section 2.11 Amendment to Schedule 1.1D to the Credit Agreement (Pledgors). Schedule 1.1D to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 1.1D attached as Exhibit C hereto.

Section 2.12 Amendment to Schedule 3.10 to the Credit Agreement (Chief Executive Office and Chief Operating Office). Schedule 3.10 to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 3.10 attached as Exhibit D hereto.

Section 2.13 Amendment to Schedule 3.11 to the Credit Agreement (Location of Books and Records). Schedule 3.11 to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 3.11 attached as Exhibit E hereto.

Section 2.14 Amendment to Schedule 3.15 to the Credit Agreement (Subsidiaries). Schedule 3.15 to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 3.15 attached as Exhibit F hereto.

Section 2.15 Amendment to Schedule 3.16 to the Credit Agreement (Ownership of Covered Group Members). Schedule 3.16 to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 3.16 attached as Exhibit G hereto.

Section 2.16 Amendment to Schedule 3.21 to the Credit Agreement (Jurisdictions and Recording Offices). Schedule 3.21 to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 3.21 attached as Exhibit H hereto.

Section 2.17 Amendment to Schedule 3.28 to the Credit Agreement (Excluded Collateral). Schedule 3.28 to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule 3.28 attached as Exhibit I hereto.

## ARTICLE III
## AGREEMENTS BY HOLDCO

Section 3.1 Holdco Agreements. Holdco hereby acknowledges that it has received and reviewed an executed copy of the Credit Agreement and hereby agrees to make (and hereby makes as of the date hereof) the representations and warranties, and to be bound by the covenants, agreements, consents, submissions, appointments and acknowledgments under the Credit Agreement applicable to a Loan Party thereunder, in each case as provided in this Article III. (And for the avoidance of doubt, the Assignee and each Guarantor hereby agree to the terms and provisions set forth in clause (iv) below.)

(i) Section 3 (Representations and Warranties). Holdco hereby represents to the Lender, with respect to itself, as of the Assumption Effective Date and the date of each withdrawal from the Escrow Account, each of the representations provided in the below listed subsections of Section 3 (Representations and Warranties) of the Credit Agreement, and that such representations shall be subject to subsection 3.23 (Survival of Representations and Warranties) of the Credit Agreement:

(A) 3.4 (No Breach);

(B) 3.5 (Action, Binding Obligations);

(C) 3.6 (Approvals);

(D) 3.8 (Investment Company Act); and

(E) 3.12 (True and Complete Disclosure), solely with respect to information furnished by or on behalf of Holdco and facts known to any Responsible Officer of Holdco;

(ii) Section 5 (Affirmative Covenants). Holdco hereby agrees to be bound by the terms of the following subsections of the Credit Agreement to the same extent as such terms apply to the Borrower or any other Loan Party thereunder:

(A) 5.1(f) and 5.1(g) (Financial Statements);

(B) 5.2 (Notices; Reporting Requirements):

(1) 5.2(a) (Defaults), solely with respect to the occurrence of any Default or Event of Default or material event of default described therein with respect to Holdco;

(2) 5.2(h) (Compliance Certificate); and

(3) 5.4 (Payments) (solely to the extent applicable to Holdco and not to any Covered Group Member);

(iii) Section 6 (Negative Covenants). Holdco hereby agrees to be bound by the terms of the following subsections of the Credit Agreement to the same extent as such terms apply to a Loan Party thereunder:

(1) 6.1 (Prohibition on Fundamental Changes; Disposition of Collateral);

(2) 6.4 (Limitation on Liens);

(3) 6.5 (Restricted Payments);

(4) 6.9 (Indebtedness); and

(5) 6.16 (Clauses Restricting Subsidiary Distributions);

(iv) Section 7 (Events of Default). It is hereby agreed by Holdco, the Assignee and the Guarantors that each of the events specified in clauses (d) (solely with respect to breaches of applicable covenants contained in Section 6 of the Credit Agreement and agreed to by Holdco pursuant to clause (iii) above), (e), (f), (j), (n), (u) and (ee) of Section 7.1 of the Credit Agreement with respect to Holdco shall constitute a Default or an Event of Default under the Credit Agreement, as applicable, to the same extent that such events with respect to any Loan Party constitute a Default or an Event of Default under such provisions of the Credit Agreement, as applicable;

(v) Section 8 (Miscellaneous). Holdco hereby agrees that the terms of the following subsections of the Credit Agreement shall apply to Holdco and Holdco's agreements under this Article III to the same extent as such terms apply to the Loan Parties and to the Loan Parties' obligations under the Credit Agreement:

(1) 8.1 (Amendments and Waivers);

(2) 8.2 (Notices);

(3) 8.5 (Payment of Expenses), solely with respect to liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by an Indemnitee or asserted against any Indemnitee by any third party or by Holdco, the Assignee or any other Loan Party arising out of, in connection with, or as a result of, the execution or delivery by Holdco of this Agreement and any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by Holdco of its obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against Holdco under this Agreement or any other Loan Document or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by any third party or by Holdco, the Assignee or any other Loan Party, and regardless of whether any Indemnitee is a party thereto (all of the foregoing, collectively, the "Holdco Indemnified Liabilities"), provided that Holdco shall have no obligation hereunder to any Indemnitee with respect to Holdco Indemnified Liabilities to the extent such Holdco Indemnified Liabilities resulted from the gross negligence or willful misconduct of, in each case as determined by a final and nonappealable decision of a court of competent jurisdiction, such Indemnitee, any of its affiliates or its or their respective officers, directors, partners, employees, agents or controlling persons (the Assignee hereby agreeing that the Assignee shall be liable for all Holdco Indemnified Liabilities to the extent that Holdco shall fail to pay or reimburse the same in accordance with the terms and provisions hereof);

(4) 8.6 (Successors and Assigns; Participations and Assignments), solely with respect to clause (a) thereof;

(5) 8.9 (Severability);

(6) 8.10 (Integration);

(7) 8.11 (Governing Law);

(8) 8.12 (Submission to Jurisdiction; Waivers);

(9) 8.13 (Acknowledgments);

(10) 8.15 (Confidentiality);

(11) 8.16 (Waivers of Jury Trial);

(12) 8.17 (USA PATRIOT Act); and

(13) 8.18 (Effect of Amendment and Restatement of Existing Credit Agreement).

Section 3.2 Limitation on Activities of Holdco. Notwithstanding anything to the contrary in this Agreement, the Credit Agreement or any other Loan Document, Holdco shall not (a) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than those incidental to its ownership of the Capital Stock of the Assignee, any offering of Holdco's Capital Stock and any transaction that Holdco is permitted to enter into or consummate under this Section 3.2 (provided that, for the avoidance of doubt, no such offering or transaction shall result in a Change of Control), (b) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (i) nonconsensual obligations imposed by operation of law, if any, (ii) pursuant to the Loan Documents to which it is a party, if any, (iii) obligations with respect to its Capital Stock, and (iv) Permitted Indebtedness (1) of the kind described in clauses (e), (h), (j), (s), and (t) of the definition of "Permitted Indebtedness" in the Credit Agreement, (2) of the kind described in clause (m) of such definition, solely with respect to Indebtedness of the kind described in clauses (e), (s) and (t) of such definition, and (3) that is a guarantee of Permitted Indebtedness incurred by any Group Member of the kind described above in this clause (iv) or described in clause (i) of such definition, or (c) own, lease, manage or otherwise operate any Property or assets (including cash (other than cash received in connection with Restricted Payments made by the Assignee in accordance with Section 6.5 of the Credit Agreement pending application in the manner contemplated by said Section) and cash equivalents) other than the ownership of shares of Capital Stock of the Assignee.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES

Section 4.1 Assignor Representations. Assignor hereby represents and warrants that:

(i) it is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware;

(ii) it has the full company power, authority, legal right and has taken all necessary action to assign and transfer the Obligations;

(iii) the execution and delivery of this Agreement by Assignor, and the performance of, and compliance with, the terms of this Agreement by Assignor, will not violate its organizational documents or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach

of, any material agreement or other instrument to which it is a party or that is applicable to Assignor or any of its assets, in each case that materially and adversely affect its ability to carry out the transactions contemplated by this Agreement; and

(iv) this Agreement constitutes a valid and legally binding obligation of Assignor enforceable against Assignor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights and by principles of equity (regardless of whether enforceability is considered in equity or at law), and except that the enforcement of rights with respect to indemnification and contribution obligations may be limited by applicable law.

Section 4.2 Assignee Representations. Assignee hereby represents and warrants that:

(i) it is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware;

(ii) it has the full company power, authority, legal right and has taken all necessary action to assume the Obligations;

(iii) the execution and delivery of this Agreement by Assignee, and the performance of, and compliance with, the terms of this Agreement by Assignee, will not violate its organizational documents or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material agreement or other instrument to which it is a party or that is applicable to Assignee or any of its assets, in each case that materially and adversely affect its ability to carry out the transactions contemplated by this Agreement;

(iv) this Agreement constitutes a valid and legally binding obligation of Assignee enforceable against Assignee in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights and by principles of equity (regardless of whether enforceability is considered in equity or at law), and except that the enforcement of rights with respect to indemnification and contribution obligations may be limited by applicable law;

(v) each of the representations and warranties made by the Borrower in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Assumption Effective Date as if made on and as of the Assumption Effective Date (except that any representation or warranty that by its terms is made as of an earlier date is true and correct in all material respects as of such earlier date); and

(vi) after giving effect to this Agreement, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Agreement.

Section 4.3 Guarantor Representations. Each Guarantor hereby represents and warrants that:

(i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization (to the extent such concept is applicable in its jurisdiction of organization);

(ii) it has the full power, authority, legal right and has taken all necessary action to execute and deliver this Agreement;

(iii) the execution and delivery of this Agreement by such Guarantor, and the performance of, and compliance with, the terms of this Agreement by such Guarantor, will not violate its organizational documents or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material agreement or other instrument to which it is a party or that is applicable to such Guarantor or any of its assets, in each case that materially and adversely affect its ability to carry out the transactions contemplated by this Agreement;

(iv) this Agreement constitutes a valid and legally binding obligation of such Guarantor enforceable against such Guarantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights and by principles of equity (regardless of whether enforceability is considered in equity or at law), and except that the enforcement of rights with respect to indemnification and contribution obligations may be limited by applicable law;

(v) each of the representations and warranties made by such Guarantor in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Assumption Effective Date as if made on and as of the Assumption Effective Date (except that any representation or warranty that by its terms is made as of an earlier date is true and correct in all material respects as of such earlier date); and

(vi) after giving effect to this Agreement, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Agreement.

Section 4.4 Holdco Representations. Holdco hereby represents and warrants that:

(i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization (to the extent such concept is applicable in its jurisdiction of organization);

(ii) it has the full power, authority, legal right and has taken all necessary action to execute and deliver this Agreement;

(iii) the execution and delivery of this Agreement by Holdco, and the performance of, and compliance with, the terms of this Agreement by Holdco, will not

violate its organizational documents or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material agreement or other instrument to which it is a party or that is applicable to Holdco or any of its assets, in each case that materially and adversely affect its ability to carry out the transactions contemplated by this Agreement;

(iv) this Agreement constitutes a valid and legally binding obligation of Holdco enforceable against Holdco in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights and by principles of equity (regardless of whether enforceability is considered in equity or at law), and except that the enforcement of rights with respect to indemnification and contribution obligations may be limited by applicable law;

(v) each of the representations and warranties made by Holdco pursuant to Article III of this Agreement is true and correct in all material respects on and as of the Assumption Effective Date as if made on and as of the Assumption Effective Date (except that any representation or warranty that by its terms is made as of an earlier date is true and correct in all material respects as of such earlier date); and

(vi) after giving effect to this Agreement, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Agreement.

## ARTICLE V
## CONDITIONS TO EFFECTIVENESS

Section 5.1 Conditions to Effectiveness. This Agreement shall become effective on the date (the "Assumption Effective Date") this Agreement and the Guaranty shall be executed and delivered by each party hereto and thereto, as applicable, which date is October 19, 2009.

## ARTICLE VI
## MISCELLANEOUS

Section 6.1 Lender Consent. By causing a duly authorized officer or representative to sign the signature page hereto on its behalf, the Lender consents to the Assignment and Assumption and to the amendments to the Credit Agreement and the other agreements, terms and conditions set forth in this Agreement and the transactions contemplated hereby.

Section 6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

Section 6.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed signature page of this

Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

Section 6.4 Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments, consents and waivers contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Assignee or the Guarantors that would require the waiver or consent of the Lender.

Section 6.5 Loan Document. For the avoidance of doubt, this Agreement is a "Loan Document" as defined in the Credit Agreement, for all purposes of the Credit Agreement and the other Loan Documents, including the Intercreditor Agreement.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective duly authorized officers or representatives.

GENERAL MOTORS LLC (successor-by-conversion to, and formerly known as, General Motors Company),
as Assignor

By: _____
Name: Adil Mistry
Title: Assistant Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective duly authorized officers or representatives.

GENERAL MOTORS HOLDINGS LLC,
as Assignee

By: _____
Name: Adil Mistry
Title: Assistant Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective duly authorized officers or representatives.

LENDER:

THE UNITED STATES DEPARTMENT OF THE TREASURY

By: _____
Name: Herbert M. Allison, Jr.
Title: Assistant Secretary for Financial Stability

GUARANTORS:

ANNUNCIATA CORPORATION

ARGONAUT HOLDINGS, INC.

GENERAL MOTORS ASIA PACIFIC HOLDINGS, LLC

GENERAL MOTORS ASIA, INC.

GENERAL MOTORS INTERNATIONAL HOLDINGS, INC.

GENERAL MOTORS OVERSEAS CORPORATION

GENERAL MOTORS OVERSEAS DISTRIBUTION CORPORATION

GENERAL MOTORS PRODUCT SERVICES, INC.

GENERAL MOTORS RESEARCH CORPORATION

GM APO HOLDINGS, LLC

GM FINANCE CO. HOLDINGS LLC

By: _____
Name: Adil Mistry
Title: Vice President

GM GLOBAL STEERING HOLDINGS, LLC

GM GLOBAL TECHNOLOGY OPERATIONS, INC.

GM GLOBAL TOOLING COMPANY, INC.

GM LAAM HOLDINGS, LLC

GM PREFERRED FINANCE CO. HOLDINGS LLC

GM GEFS L.P.

GM TECHNOLOGIES, LLC

GM-DI LEASING CORPORATION

GMOC ADMINISTRATIVE SERVICES CORPORATION

GRAND POINTE HOLDINGS, INC.

ONSTAR, LLC

GM COMPONENTS HOLDINGS, LLC

RIVERFRONT HOLDINGS, INC.

RIVERFRONT HOLDINGS PHASE II, INC.

By: _____
Name: Adil Mistry
Title: Vice President

GM EUROMETALS, INC.

By:_____
Name: Adil Mistry
Title: Vice President

GM SUBSYSTEMS MANUFACTURING, LLC

By: _____

Name: Niharika Ramdev
Title: Treasurer

GENERAL MOTORS LLC (successor-by-conversion to, and formerly known as, General Motors Company)

By: _____

Name: Adil Mistry

Title: Assistant Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective duly authorized officers or representatives.

GENERAL MOTORS COMPANY
(formerly known as General Motors Holding Company)

By: _____
Name: Adil Mistry
Title: Assistant Treasurer

EXHIBIT A

Schedule 1.1B to Credit Agreement

[See attached]

Schedule 1.1B

Guarantors

| | Guarantor Name | Form of Organization | Jurisdiction of Organization |
|---|---|---|---|
| 1. | Annunciata Corporation | Corporation | Delaware |
| 2. | Argonaut Holdings, Inc. | Corporation | Delaware |
| 3. | General Motors Asia Pacific Holdings, LLC | Limited Liability Company | Delaware |
| 4. | General Motors Asia, Inc. | Corporation | Delaware |
| 5. | General Motors International Holdings, Inc. | Corporation | Delaware |
| 6. | General Motors LLC | Limited Liability Company | Delaware |
| 7. | General Motors Overseas Corporation | Corporation | Delaware |
| 8. | General Motors Overseas Distribution Corporation | Corporation | Delaware |
| 9. | General Motors Product Services, Inc. | Corporation | Delaware |
| 10. | General Motors Research Corporation | Corporation | Delaware |
| 11. | GM APO Holdings, LLC | Limited Liability Company | Delaware |
| 12. | GM Components Holdings, LLC | Limited Liability Company | Delaware |
| 13. | GM Eurometals, Inc. | Corporation | Delaware |
| 14. | GM Finance Co. Holdings LLC | Limited Liability Company | Delaware |
| 15. | GM GEFS L.P. | Limited Partnership | Nevada |
| 16. | GM Global Steering Holdings, LLC | Limited Liability Company | Delaware |
| 17. | GM Global Technology Operations, Inc. | Corporation | Delaware |
| 18. | GM Global Tooling Company, Inc. | Corporation | Delaware |
| 19. | GM LAAM Holdings, LLC | Limited Liability Company | Delaware |
| 20. | GM Preferred Finance Co. Holdings LLC | Limited Liability Company | Delaware |
| 21. | GM Subsystems Manufacturing, LLC | Limited Liability Company | Delaware |
| 22. | GM Technologies, LLC | Limited Liability Company | Delaware |
| 23. | GM-DI Leasing Corporation | Corporation | Delaware |
| 24. | GMOC Administrative Services Corporation | Corporation | Delaware |
| 25. | Grand Pointe Holdings, Inc. | Corporation | Michigan |
| 26. | OnStar, LLC | Limited Liability Company | Delaware |
| 27. | Riverfront Holdings, Inc. | Corporation | Delaware |

| | Guarantor Name | Form of Organization | Jurisdiction of Organization |
|---|---|---|---|
| 28. | Riverfront Holdings Phase II, Inc. | Corporation | Delaware |

EXHIBIT B

Schedule 1.1C to Credit Agreement

[See attached]

## Schedule 1.1C
## Mortgaged Properties

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 1. | Warren Technical Center<br>30800 Mound Road, Warren | Macomb, MI | GENERAL MOTORS LLC |
| 2. | Detroit Renaissance Center Campus (including Renaissance Center Franklin Deck & Renaissance Center East)<br>100 Renaissance Center P.O. Box 100, Detroit | Wayne, MI | RIVERFRONT HOLDINGS, INC. |
| 3. | Milford Proving Grounds<br>3300 General Motors Road, Milford | Oakland/Livingston, MI | GENERAL MOTORS LLC |
| 4. | Mesa Dealership 2<br>6315 East Auto Park Drive, Mesa | Maricopa, AZ | ARGONAUT HOLDINGS, INC. |
| 5. | Penske Cadillac Hummer South Bay Dealership<br>18600 Hawthorne Blvd., Torrance | Los Angeles, CA | ARGONAUT HOLDINGS, INC. |
| 6. | Dublin BPG Dealership<br>4400 John Monego Court, Dublin | Alameda, CA | ARGONAUT HOLDINGS, INC. |
| 7. | Cerritos Dealership<br>10901 E. 183rd Street & 18120 Studebaker, Cerritos | Los Angeles, CA | ARGONAUT HOLDINGS, INC. |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 8. | Saturn of Cerritos Dealership<br>18400 Studebaker Road, Cerritos | Los Angeles, CA | ARGONAUT HOLDINGS, INC. |
| 9. | Saturn of Capitol Expressway Dealership<br>755 W. Capitol Expressway, San Jose | Santa Clara, CA | ARGONAUT HOLDINGS, INC. |
| 10. | Oakland G Truck Center Dealership<br>8099 South Coliseum Way, Oakland | Alameda, CA | GENERAL MOTORS LLC |
| 11. | Lone Tree Dealerships<br>8101, 8201, 8301 & 8351 Parkway Drive, Lone Tree | Douglas, CO | ARGONAUT HOLDINGS, INC. |
| 12. | Denver Dealership 2<br>8120 W. Tuffs Ave., Denver | Denver, CO | ARGONAUT HOLDINGS, INC. |
| 13. | Estero Bay Chevrolet Dealership<br>SW corner Corkscrew Road & I-75, Estero | Lee, FL | ARGONAUT HOLDINGS, INC. |
| 14. | Kendall (Dadeland) Chevrolet Dealership<br>8455 S. Dixie Highway, Miami | Dade, FL | ARGONAUT HOLDINGS, INC. |
| 15. | Pinellas Park Dealership<br>9400 U.S. Highway 19 North, Pinellas Park | Pinellas, FL | ARGONAUT HOLDINGS, INC. |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 16. | Homestead Dealership<br>1395-1 N. Homestead Blvd., Homestead | Miami-Dade, FL | ARGONAUT HOLDINGS, INC. |
| 17. | Alpharetta Training Center<br>6395 Shiloh Road, Alpharetta | Forsyth, GA | GENERAL MOTORS LLC |
| 18. | Lou Sobh Automotive Dealership<br>1301 Thornton Road, Lithia Springs | Douglas, GA | ARGONAUT HOLDINGS, INC. |
| 19. | Waterford PC Vacant Land (SPO – Drayton Plains)<br>5260 Williams Lake Road, Waterford | Oakland, MI | GENERAL MOTORS LLC |
| 20. | Miller Buick Pontiac Dealership<br>920 Route 1 North, Woodbridge | Middlesex, NJ | ARGONAUT HOLDINGS, INC. |
| 21. | Multi-Chevrolet Saturn Dealership<br>2675 Route 22 West, Union | Union, NJ | ARGONAUT HOLDINGS, INC. |
| 22. | Vacant Dealership Building<br>2915 Niagara Falls, Amherst | Erie, NY | ARGONAUT HOLDINGS, INC. |
| 23. | Cheektowaga Dealership<br>2928 Walden Ave., Cheektowaga | Erie, NY | ARGONAUT HOLDINGS, INC. |
| 24. | New Rochelle Chevrolet Dealership<br>288-300 Main Street, New Rochelle | Westchester, NY | ARGONAUT HOLDINGS, INC. |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 25. | Poughkeepsie Dealership (Hudson Pontiac Buick)<br>1960 S. Road U.S. Route 9, Poughkeepsie | Dutchess, NY | ARGONAUT HOLDINGS, INC. |
| 26. | RAB Motors Dealership<br>105-20 Queens Blvd., Forest Hills | Queens, NY | ARGONAUT HOLDINGS, INC. |
| 27. | City Cadillac-Oldsmobile, Major Chevrolet, Regain Pontiac and Service Facility Dealership<br>43-60 Northern Blvd., Long Island | Queens, NY | GENERAL MOTORS LLC |
| 28. | Cunningham Motors Dealership<br>40-40 172 Street, Flushing | Queens, NY | ARGONAUT HOLDINGS, INC. |
| 29. | 86th Street Chevrolet Dealership<br>1575 86th Street, Brooklyn | Kings, NY | ARGONAUT HOLDINGS, INC. |
| 30. | Bohemian Auto Group Dealership<br>4825 Sunrise Highway, Sayville | Suffolk, NY | GENERAL MOTORS LLC |
| 31. | Vacant Dealership Land<br>Jericho Turnpike & Dix Terrace, Huntington Station | Suffolk., NY | ARGONAUT HOLDINGS, INC. |
| 32. | Gildron Cadillac Dealership<br>1245 Central Park Ave., Yonkers | Westchester, NY | ARGONAUT HOLDINGS, INC. |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 33. | Mt. Kisco Dealership<br>175 N. Bedford Road, Mt. Kisco | Westchester, NY | ARGONAUT HOLDINGS, INC. |
| 34. | Cincinnati Dealership 1<br>3015 Glenhills Way, Cincinnati | Hamilton, OH | ARGONAUT HOLDINGS, INC. |
| 35. | Wilkes Barre Dealership<br>2140 Sans Souci Pkwy., Wilkes Barre | Luzerne, PA | ARGONAUT HOLDINGS, INC. |
| 36. | Jenkintown Dealership 2<br>830 Old York Road, Jenkintown | Montgomery, PA | ARGONAUT HOLDINGS, INC. |
| 37. | Conshohocken Dealership<br>301 Alan Wood Road, Conshohocken | Montgomery, PA | ARGONAUT HOLDINGS, INC. |
| 38. | Vancouver Dealership<br>10811 E. Mill Plain Blvd., Vancouver | Clark, WA | ARGONAUT HOLDINGS, INC. |
| 39. | Everett Dealership<br>7300 & 7428 Evergreen Way, Everett | Snohomish, WA | ARGONAUT HOLDINGS, INC. |
| 40. | Garland Training Center<br>Garland Road at Shiloh Road, Garland | Dallas, TX | GENERAL MOTORS LLC |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 41. | Orem Dealership<br>1260 S. Sandhill Road, Orem | Utah, UT | ARGONAUT HOLDINGS, INC. |
| 42. | Fremont Dealership<br>43191 Boscell Road, Fremont | Alameda, CA | ARGONAUT HOLDINGS, INC. |
| 43. | Novato Dealership 1<br>7123 Redwood Blvd., Novato | Marin, CA | ARGONAUT HOLDINGS, INC. |
| 44. | Elk Grove Dealership 1<br>8480 Laguna Grove Drive, Elk Grove | Sacramento, CA | ARGONAUT HOLDINGS, INC. |
| 45. | Tyco Dealership<br>312, 313, 314 Constitution Drive, Menlo Park | San Mateo, CA | ARGONAUT HOLDINGS, INC. |
| 46. | Gilroy Dealership<br>6720 Bearcat Court, Gilroy | Santa Clara, CA | ARGONAUT HOLDINGS, INC. |
| 47. | Newark Dealership<br>43931 Boscell & 42992 Boyce | Alameda, CA | ARGONAUT HOLDINGS, INC. |
| 48. | Thousand Oaks Consolidated Office Building<br>515 Marin Street, Thousand Oaks | Ventura, CA | GENERAL MOTORS LLC |
| 49. | Smyrna Dealership<br>2155 Cobb Pkwy., SE, Smyrna | Cobb, GA | ARGONAUT HOLDINGS, INC. |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 50. | Chicago Dealership 1<br>5515, 5435, 5555 W. Irving Park Road, Chicago | Cook, IL | ARGONAUT HOLDINGS, INC. |
| 51. | Hodgkins Dealership<br>9510 W. Joliet Road, Hodgkins | Cook, IL | ARGONAUT HOLDINGS, INC. |
| 52. | Elgin Pontiac GMC<br>909 E. Chicago Street | Kane, IL | ARGONAUT HOLDINGS, INC. |
| 53. | Brazil Dealership<br>2456 W. U.S. Highway 40, Brazil | Clay, IN | ARGONAUT HOLDINGS, INC. |
| 54. | Indianapolis Dealership<br>7250 N. Keystone Ave., Indianapolis | Marion, IN | ARGONAUT HOLDINGS, INC. |
| 55. | Former Woburn Dealership<br>399 Washington Street, Woburn | Middlesex, MA | ARGONAUT HOLDINGS, INC. |
| 56. | Grand Blanc SPO Headquarters<br>6200 Grande Pointe Drive, Grand Blanc | Genesee, MI | GENERAL MOTORS LLC |
| 57. | SPO Lansing (Lansing PDC Vacant Land)<br>4400 W. Mount Hope Road, Lansing | Ingham, MI | GENERAL MOTORS LLC |
| 58. | Michael Chevrolet Dealership<br>29425 23 Mile Road, Chesterfield Township | Macomb, MI | ARGONAUT HOLDINGS, INC. |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 59. | Farmington Hills Dealership<br>37901 Grand River Ave., Farmington Hills | Oakland, MI | ARGONAUT HOLDINGS, INC. |
| 60. | Ypsilanti Vehicle Center<br>2901 Tyler Road, Ypsilanti | Washtenaw, MI | GENERAL MOTORS LLC |
| 61. | Renaissance Center Land – East<br>TBD | Oakland, MI | GENERAL MOTORS LLC |
| 62. | SPO Willow Run w/ Excess Land (Willow Run PDC Vacant Land)<br>50000 Ecorse Road, Belleville | Wayne, MI | GENERAL MOTORS LLC |
| 63. | Englewood Cliffs Dealership<br>374 Sylvan Ave. (Route 9W), Englewood Cliffs | Bergen, NJ | ARGONAUT HOLDINGS, INC. |
| 64. | Lawrenceville Dealerships (2)<br>100 & 200 Renaissance Blvd., Lawrenceville | Mercer, NJ | ARGONAUT HOLDINGS, INC. |
| 65. | Former Lawrenceville Dealership<br>500 Renaissance Blvd., Lawrenceville | Mercer, NJ | ARGONAUT HOLDINGS, INC. |
| 66. | Syracuse Dealership<br>716 W. Genesee Street, Syracuse | Onondaga, NY | ARGONAUT HOLDINGS, INC. |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 67. | Kings Mountain Dealership<br>615 Broadway Drive, Kings Mountain | Cleveland, NC | ARGONAUT HOLDINGS, INC. |
| 68. | Kennett Square Dealership<br>634 W. State Street, Kennett Square | Chester, PA | ARGONAUT HOLDINGS, INC. |
| 69. | Simpsonville Dealership<br>3431 N. Industrial Drive, Simpsonville | Greenville, SC | ARGONAUT HOLDINGS, INC. |
| 70. | McMurray Dealership<br>2939 Washington Road, McMurray | Washington, PA | ARGONAUT HOLDINGS, INC. |
| 71. | Irving Dealership<br>200 E. Airport Freeway, Irving | Dallas, TX | ARGONAUT HOLDINGS, INC. |
| 72. | Dallas Dealership 3<br>8008 Marvin D. Love Freeway, Dallas | Dallas, TX | ARGONAUT HOLDINGS, INC. |
| 73. | Houston Saturn Dealership 4<br>11750 Old Katy Road, Houston | Harris, TX | ARGONAUT HOLDINGS, INC. |
| 74. | McAllen Dealership<br>1301 E. Expressway 83, McAllen | Hidalgo, TX | ARGONAUT HOLDINGS, INC. |
| 75. | Detroit Dealership<br>17677 Mack Ave., Detroit | Wayne, MI | GENERAL MOTORS LLC |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 76. | Menomonee Falls Dealership<br>N70 W. 12900 Appleton Ave., Menomonee Falls | Waukesha, WI | ARGONAUT HOLDINGS, INC. |
| 77. | Millender Center<br>333 E. Jefferson Ave., Detroit | Wayne, MI | RIVERFRONT HOLDINGS, INC. |
| 78. | Grande Pointe Holdings Vacant Land (Outparcels)<br>TBD | Genesee, MI | GRANDE POINT HOLDINGS, INC. |
| 79. | RenCen Land – West<br>West of Randolph, Detroit | Wayne, MI | RIVERFRONT HOLDINGS, INC. |
| 80. | GM Powertrain Bedford<br>105 GM Drive, Bedford | Lawrence, IN | GENERAL MOTORS LLC |
| 81. | GM MFD Marion<br>2400 W. Second Street, Marion | Grant, IN | GENERAL MOTORS LLC |
| 82. | GM Assembly Fort Wayne<br>12200 Lafayette Center Road, Roanoke | Huntington, IN | GENERAL MOTORS LLC |
| 83. | GM Powertrain Bay City<br>1001 Woodside Ave., Bay City<br>*one parcel owned by REALM, Excluded Collateral | Bay, MI | GENERAL MOTORS LLC |
| 84. | GM Assembly Detroit Hamtramck<br>2500 East Grand Blvd., Detroit | Genesee., MI | GENERAL MOTORS LLC |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 85. | GM MFD Flint Tool & Die<br><br>425 S. Stevenson Street, Flint | Genesee, MI | GENERAL MOTORS LLC |
| 86. | GM Assembly Flint<br><br>G-3100 Van Slyke Road, Flint | Genesee, MI | GENERAL MOTORS LLC |
| 87. | Flint Processing Center (SPO)<br><br>6060 Bristol Road, Swartz Creek | Genesee, MI | GENERAL MOTORS LLC |
| 88. | GM Assembly Orion<br><br>4555 Giddings Road, Lake Orion | Oakland, MI | GENERAL MOTORS LLC |
| 89. | GM Assembly Lansing Delta Township<br><br>8175 Millett Hwy, Lansing | Ingham, MI | GENERAL MOTORS LLC |
| 90. | GM Assembly Lansing Grand River<br><br>920 Townsend Ave., Lansing | Ingham, MI | GENERAL MOTORS LLC |
| 91. | GM MFD Lansing Regional Stamping<br><br>8175 Millett Hwy (2800 W. Saginaw Street), Lansing | Ingham, MI | GENERAL MOTORS LLC |
| 92. | GM Powertrain Warren Transmission<br><br>23500 Mound Road, Warren | Macomb, MI | GENERAL MOTORS LLC |
| 93. | GM Assembly Wentzville<br><br>1500-1 E Route A, Wentzville | St. Charles, MO | GENERAL MOTORS LLC |
| 94. | GM Powertrain Tonawanda<br><br>2995 River Road, Buffalo<br>*one parcel owned by ENCORE, Excluded Collateral | Erie, NY | GENERAL MOTORS LLC |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 95. | GM Assembly Arlington<br>2525 E. Abram Street, Arlington | Tarrant, TX | GENERAL MOTORS LLC |
| 96. | GM Assembly Janesville<br>1000 General Motors Drive, Janesville | Rock, WI | GENERAL MOTORS LLC |
| 97. | GM MFD Flint<br>2238 W. Bristol Road, Flint | Genesee, MI | GENERAL MOTORS LLC |
| 98. | GM Powertrain Flint Engine South<br>2100 Bristol Road, Flint | Genesee, MI | GENERAL MOTORS LLC |
| 99. | GM Powertrain Defiance<br>26427 State Road, Defiance | Defiance, OH | GENERAL MOTORS LLC |
| 100. | Colma Saturn Dealership<br>707-711 Serramonte Blvd., Colma | San Mateo, CA | ARGONAUT HOLDINGS, INC. |
| 101. | Doraville Building<br>3900 Motors Industrial Way, Doraville | DeKalb, GA | GENERAL MOTORS LLC |
| 102. | Tower 500/600<br>500 & 600 Renaissance Center, Detroit | Wayne, MI | RIVERFRONT HOLDINGS PHASE II, INC. |
| 103. | Vacant Lot on Labadie Road | Oakland, MI | GENERAL MOTORS LLC |
| 104. | Stamping – Wentzville | St. Charles, MO | GENERAL MOTORS LLC |
| 105. | GMPT – Baltimore | Baltimore, MD | GENERAL MOTORS LLC |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| No. | Site Designation | County/State | Owner |
|---|---|---|---|
| 106. | 2100 S.W. Burlingame | Wyoming, MI | GM Components Holdings, LLC |
| 107. | 1800 East Lincoln | Kokomo, IN | GM Components Holdings, LLC |
| 108. | 200 Upper Mountain Road | Lockport, NY | GM Components Holdings, LLC |
| 109. | 891 and 1000 Lexington Avenue | Rochester, NY | GM Components Holdings, LLC |

EXHIBIT C

Schedule 1.1D to Credit Agreement

[See attached]

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

Schedule 1.1D

Pledgors

| | Pledgor Name | Form of Organization | Jurisdiction of Organization |
|---|---|---|---|
| 1. | General Motors Asia Pacific Holdings, LLC | Limited Liability Company | Delaware |
| 2. | General Motors Asia, Inc. | Corporation | Delaware |
| 3. | General Motors International Holdings, Inc. | Corporation | Delaware |
| 4. | General Motors Holdings LLC | Limited Liability Company | Delaware |
| 5. | General Motors LLC | Limited Liability Company | Delaware |
| 6. | General Motors Overseas Corporation | Corporation | Delaware |
| 7. | General Motors Overseas Distribution Corporation | Corporation | Delaware |
| 8. | GM APO Holdings, LLC | Limited Liability Company | Delaware |
| 9. | GM Finance Co. Holdings LLC | Limited Liability Company | Delaware |
| 10. | GM GEFS L.P. | Limited Partnership | Nevada |
| 11. | GM LAAM Holdings, LLC | Corporation | Delaware |
| 12. | GM Preferred Finance Co. Holdings LLC | Limited Liability Company | Delaware |
| 13. | GM Technologies, LLC | Limited Liability Company | Delaware |
| 14. | OnStar, LLC | Limited Liability Company | Delaware |
| 15. | Riverfront Holdings, Inc. | Corporation | Delaware |

EXHIBIT D

Schedule 3.10 to Credit Agreement

[See attached]

Schedule 3.10

Chief Executive Office and Chief Operating Office

| Name | Main Office Address |
|---|---|
| **Borrower** | |
| General Motors Holdings LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| **Guarantors** | |
| Annunciata Corporation | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| Argonaut Holdings, Inc. | c/o Worldwide Real Estate<br>200 Renaissance Center<br>Detroit, MI 48265 |
| General Motors Asia Pacific Holdings, LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| General Motors Asia, Inc. | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| General Motors International Holdings, Inc. | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| General Motors LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| General Motors Overseas Corporation | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| General Motors Overseas Distribution Corporation | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| General Motors Product Services, Inc. | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| General Motors Research Corporation | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM APO Holdings, LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM Components Holdings, LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM Eurometals, Inc. | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM Finance Co. Holdings LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM GEFS L.P. | 3895 Warren Way<br>Reno, NV 89509 |
| GM Global Steering Holdings, LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM Global Technology Operations, Inc. | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM Global Tooling Company, Inc. | 30001 Van Dyke<br>Warren, MI 48090 |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| Name | Main Office Address |
|---|---|
| GM LAAM Holdings, LLC | Huntington Centre I<br>2901 S.W. 149th Avenue<br>Suite 400<br>Miramar, FL 33027 |
| GM Preferred Finance Co. Holdings LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM Subsystems Manufacturing, LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM Technologies, LLC | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GM-DI Leasing Corporation | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| GMOC Administrative Services Corporation | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| Grand Pointe Holdings, Inc. | 300 Renaissance Center<br>Detroit, MI 48265-3000 |
| OnStar, LLC | OnStar Corporation<br>400 Renaissance Center<br>P.O. Box 400<br>Detroit, MI 48265-4000 |
| Riverfront Holdings, Inc. | c/o Worldwide Real Estate<br>200 Renaissance Center<br>Detroit, MI 48265 |
| Riverfront Holdings Phase II, Inc. | 300 Renaissance Center<br>Detroit, MI 48265-3000 |

EXHIBIT E

Schedule 3.11 to Credit Agreement

[See attached]

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

Schedule 3.11

Location of Books and Records

| Site/Property/Campus Designation | State /Province | City |
|---|---|---|
| Yuma Proving Ground | Arizona | Yuma |
| Milford Proving Grounds | Michigan | Milford |
| Pontiac Centerpoint Campus - Central | Michigan | Pontiac |
| Pontiac North Campus (incl Lab) | Michigan | Pontiac |
| Warren Technical Center | Michigan | Warren |
| Saginaw Technical & Casting Center | Michigan | Saginaw |
| Romulus Transmission Center | Michigan | Romulus |
| Doraville Assembly Center | Georgia | Doraville |
| Janesville Assembly Center | Wisconsin | Janesville |
| Moraine Assembly Center | Ohio | Moraine |
| Grand Rapids Metal Stamping | Michigan | Wyoming |
| Thousand Oaks Consolidated Office Building | California | Thousand Oaks |
| Detroit Renaissance Center Campus | Michigan | Detroit |
| Grand Blanc SPO Headquarters | Michigan | Grand Blanc |
| Saginaw Administration Site | Michigan | Saginaw |
| Spring Hill Manufacturing Campus | Tennessee | Spring Hill |
| Alpharetta Training Center | Georgia | Alpharetta |
| Garland Training Center | Texas | Garland |
| Willow Run PDC | Michigan | Belleville |
| Lansing PDC | Michigan | Lansing |
| Pontiac North Plt 17 | Michigan | Pontiac |
| Pontiac North PC | Michigan | Pontiac |
| Waterford PC | Michigan | Waterford |
| Ypsilanti Vehicle Center | Michigan | Ypsilanti |
| SPO PDC IV (b) | Tennessee | Memphis |

EXHIBIT F

Schedule 3.15 to Credit Agreement

[See attached]

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

Schedule 3.15

Borrower and its Subsidiaries

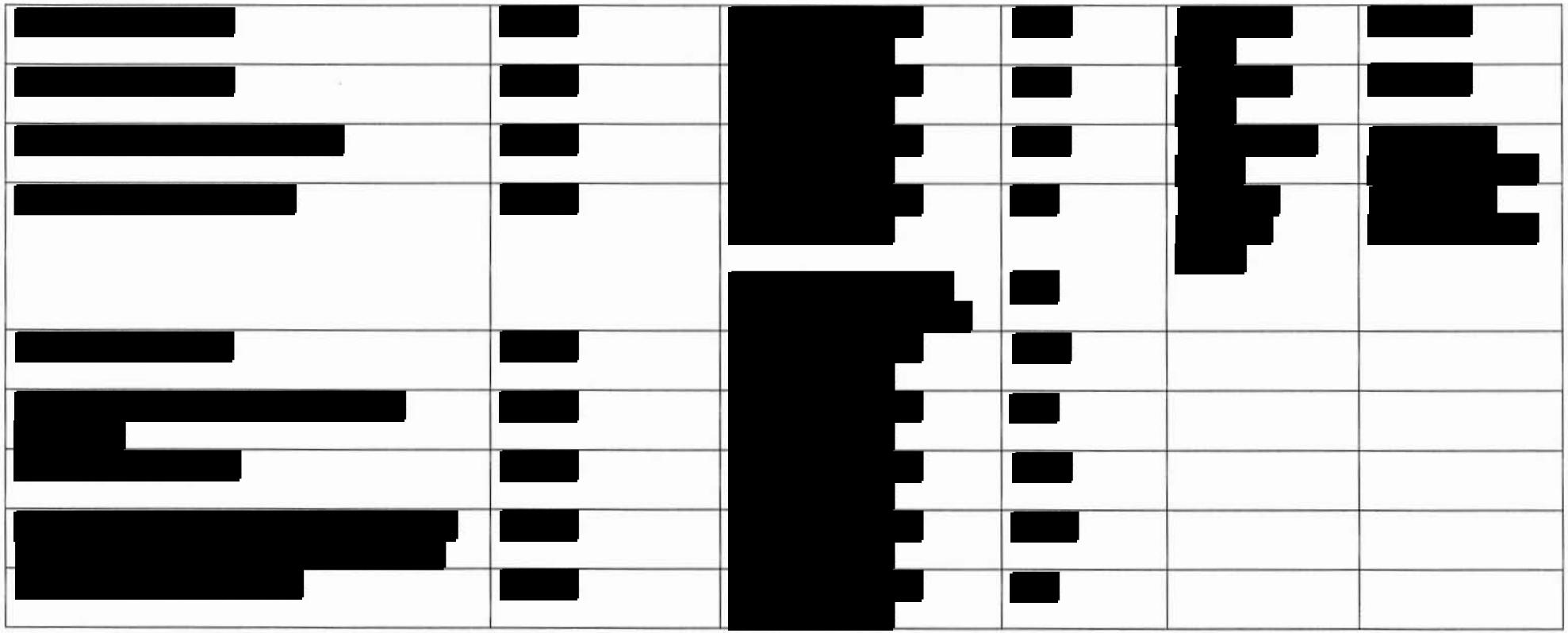
CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT

[redacted]

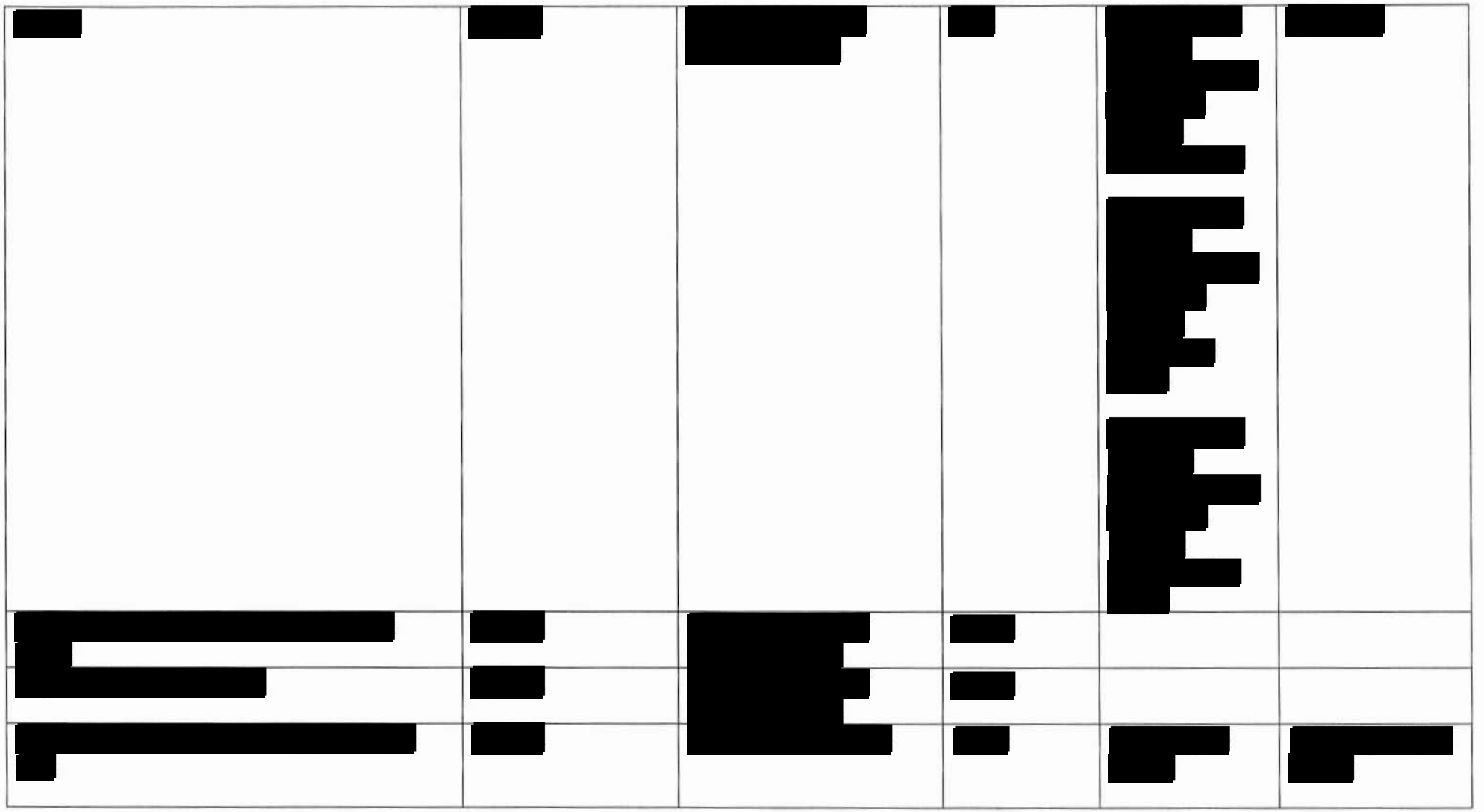
CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT

[redacted]

CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT



**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**



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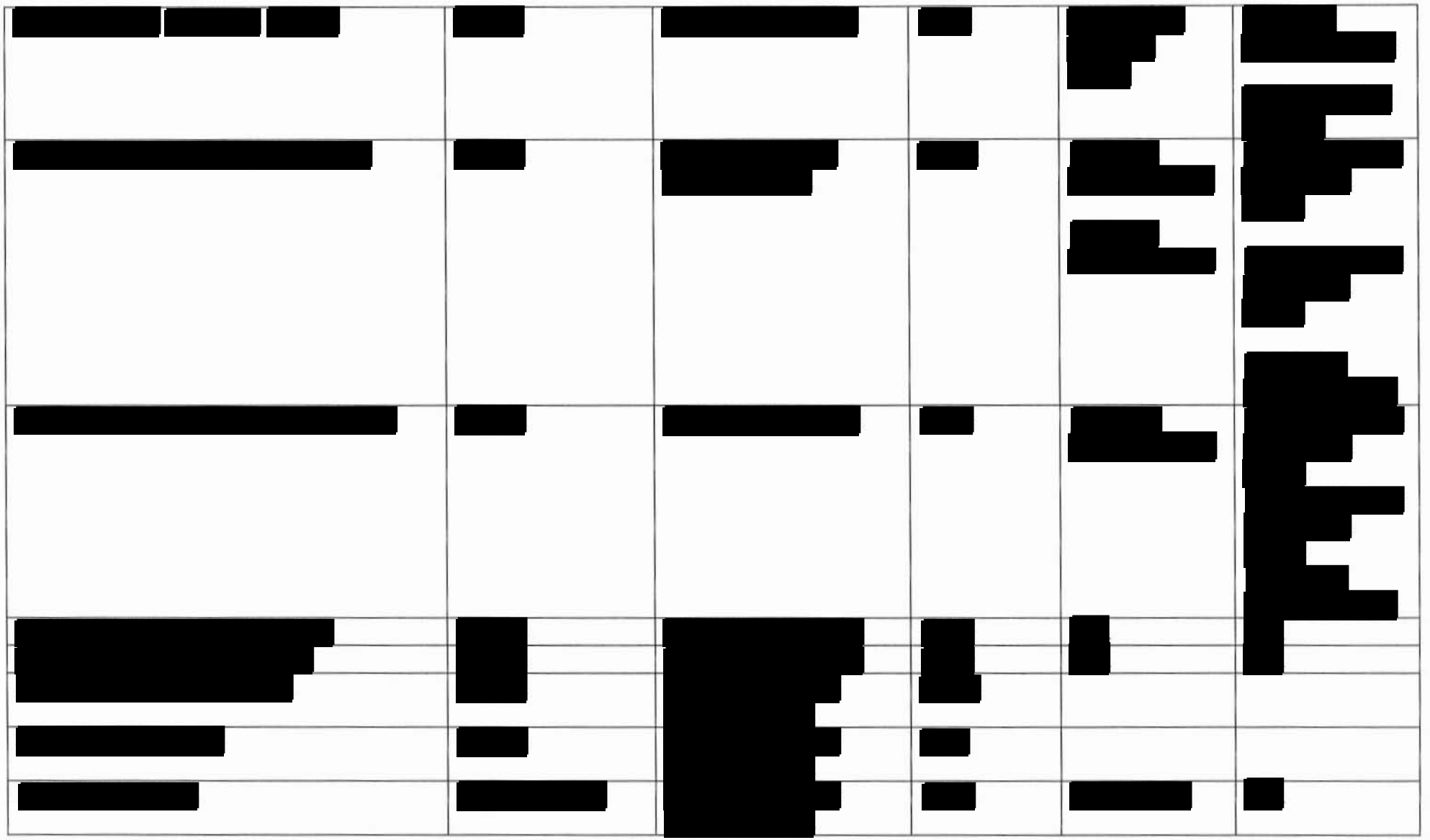

CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT

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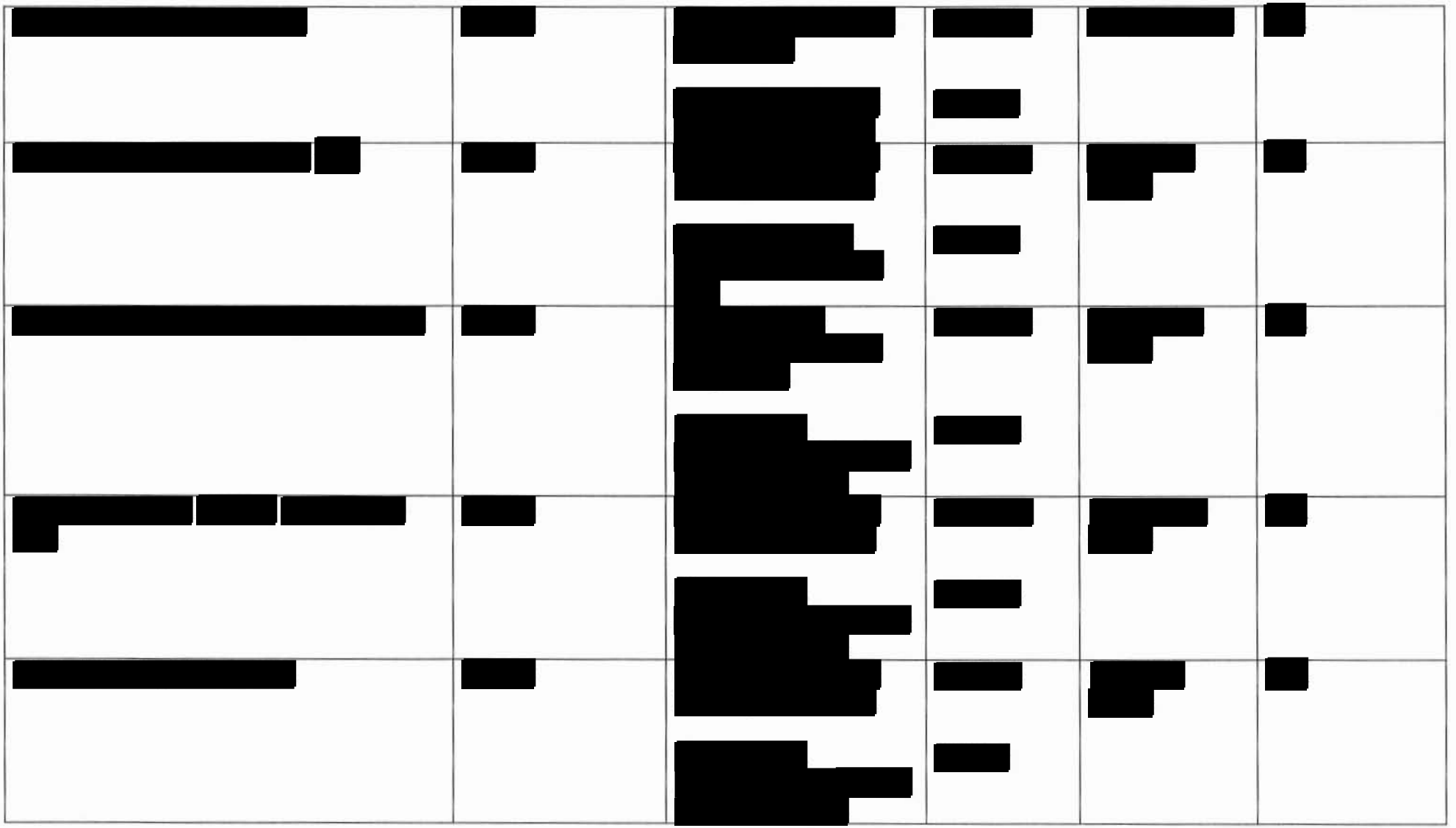

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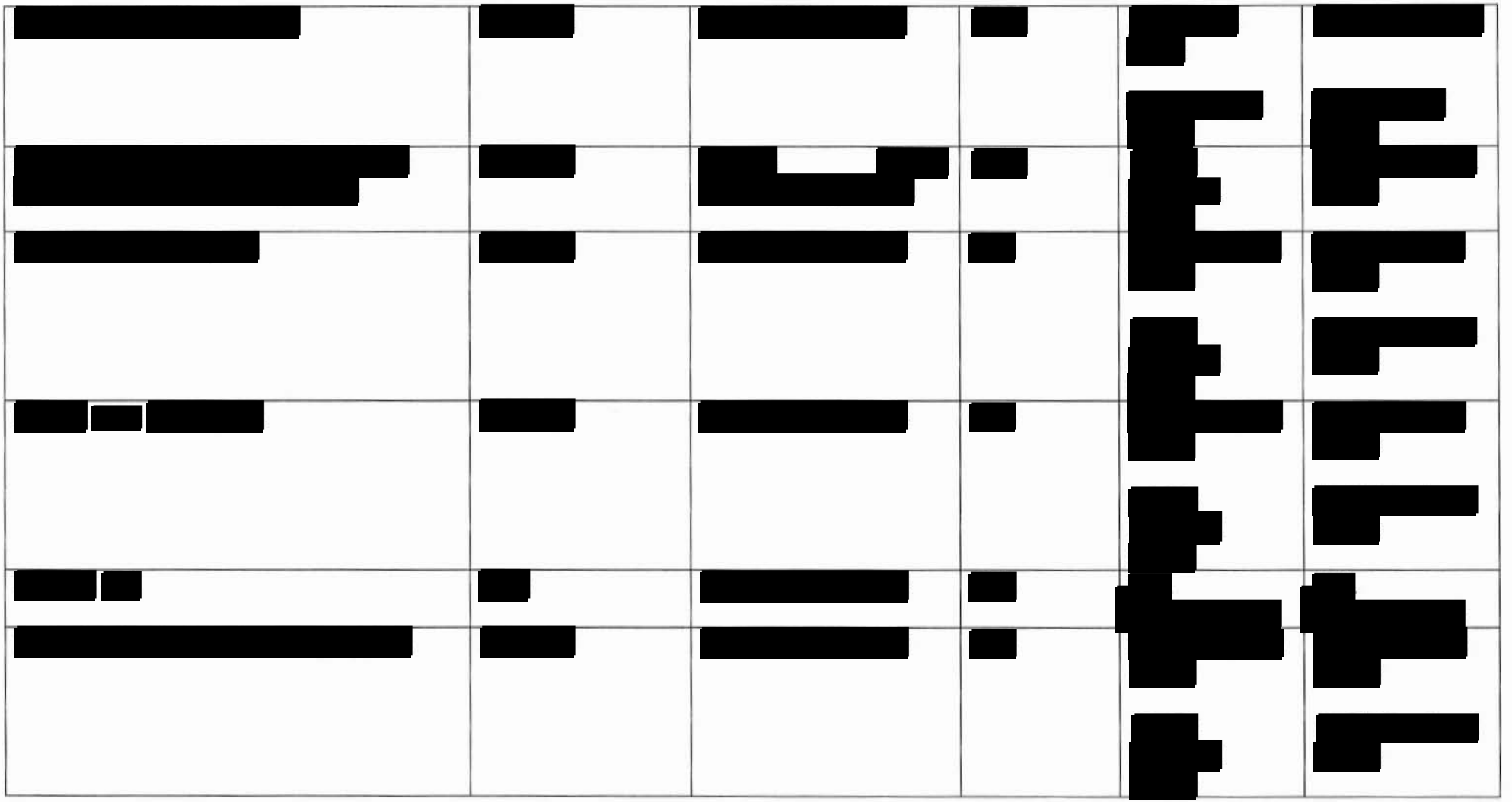

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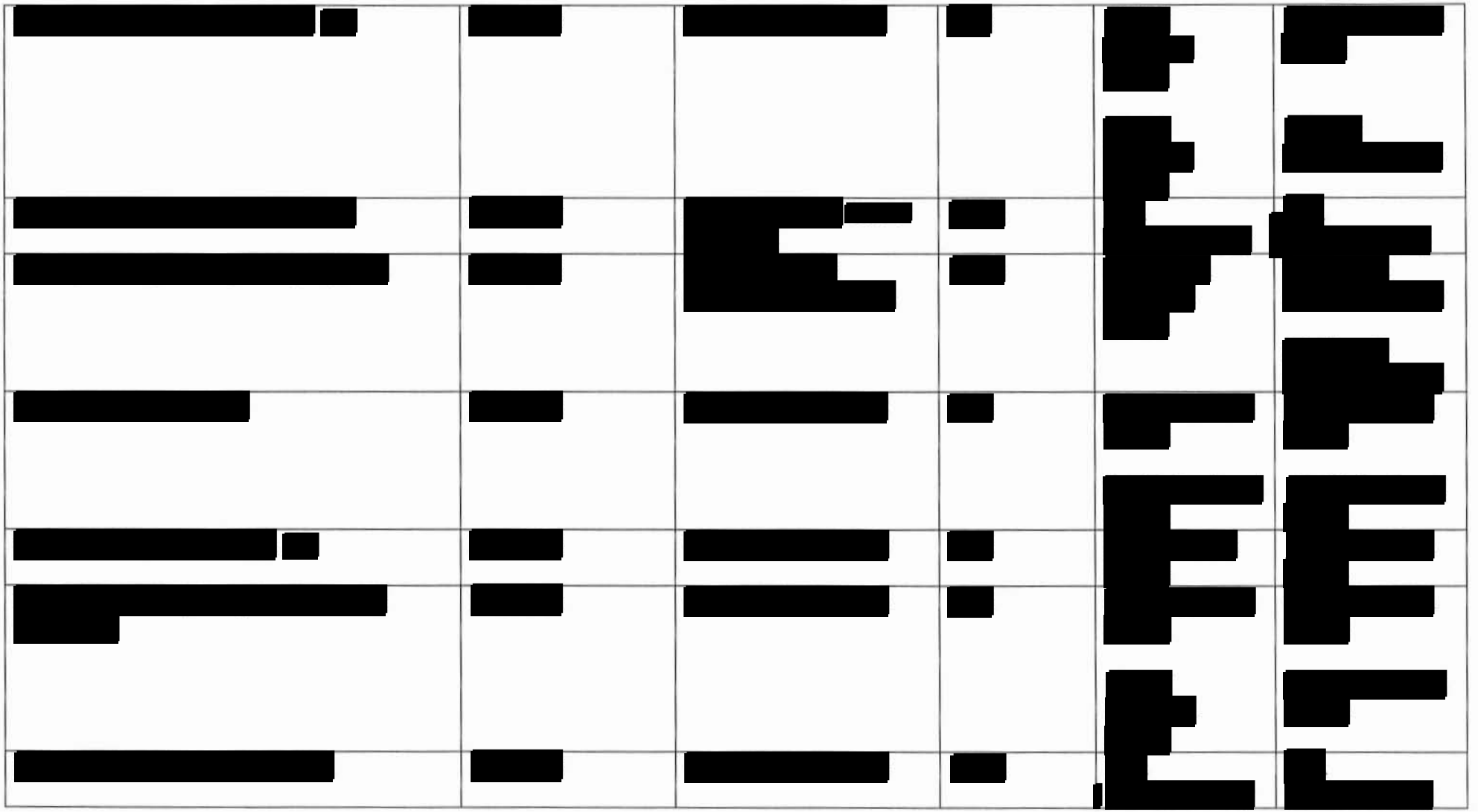

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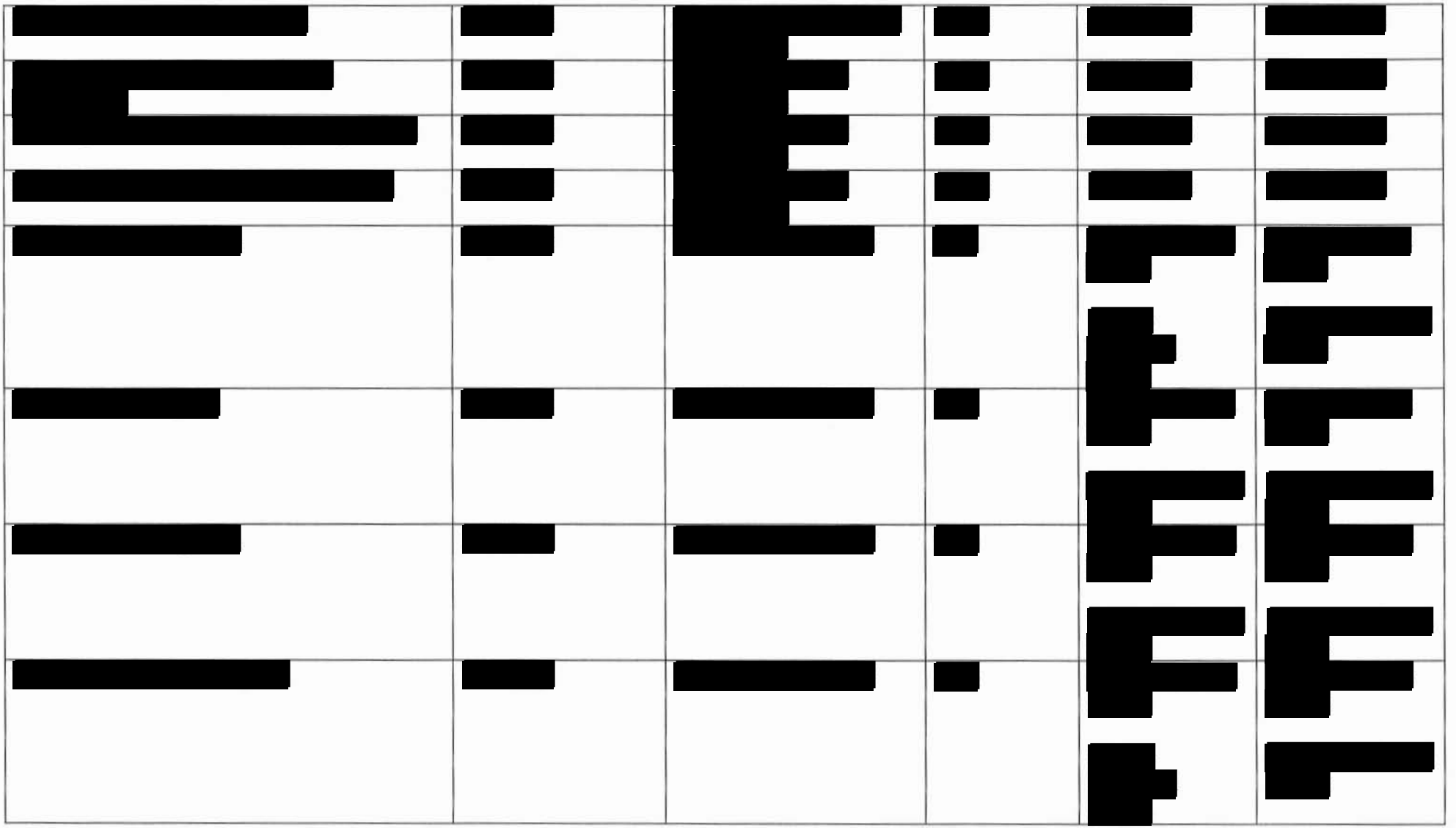

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EXHIBIT G

Schedule 3.16 to Credit Agreement

[See attached]

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

Schedule 3.16

Ownership of Covered Group Members

| Loan Party | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| **Capitalization of Loan Parties** | | | | |
| Annunciata Corporation | Corporation | Delaware | General Motors LLC | 100% |
| Argonaut Holdings, Inc. | Corporation | Delaware | General Motors LLC | 100% |
| General Motors Asia Pacific Holdings, LLC | Limited Liability Company | Delaware | General Motors LLC<br>General Motors Asia, Inc.<br>General Motors Overseas Corporation | 93.616%<br>1.292%<br>5.092% |
| General Motors Asia, Inc. | Corporation | Delaware | General Motors LLC | 100% |
| General Motors International Holdings, Inc. | Corporation | Delaware | General Motors LLC | 100% |
| General Motors Holdings LLC | Limited Liability Company | Delaware | General Motors Company | 100% |
| General Motors LLC | Limited Liability Company | Delaware | General Motors Holdings LLC | 100% |
| General Motors Overseas Corporation | Corporation | Delaware | General Motors LLC | 100% |
| General Motors Overseas Distribution Corporation | Corporation | Delaware | General Motors LLC | 100% |
| General Motors Product Services, Inc. | Corporation | Delaware | General Motors LLC<br>General Motors of Canada Limited | 88.4%<br>11.6% |
| General Motors Research Corporation | Corporation | Delaware | General Motors LLC | 100% |
| GM APO Holdings, LLC | Limited Liability Company | Delaware | General Motors Asia Pacific Holdings, LLC | 100% |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| Loan Party | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| GM Components Holdings, LLC | Limited Liability Company | Delaware | General Motors LLC | 100% |
| GM Eurometals, Inc. | Corporation | Delaware | General Motors LLC | 100% |
| GM Finance Co. Holdings LLC | Limited Liability Company | Delaware | General Motors LLC | 100% |
| GM GEFS L.P. | Limited Partnership | Nevada | General Motors LLC<br>GM Technologies, LLC | 99.99%<br>0.01% |
| GM Global Steering Holdings, LLC | Limited Liability Company | Delaware | General Motors LLC | 100% |
| GM Global Technology Operations, Inc. | Corporation | Delaware | General Motors LLC | 100% |
| GM Global Tooling Company, Inc. | Corporation | Delaware | General Motors LLC | 100% |
| GM LAAM Holdings, LLC | Limited Liability Company | Delaware | General Motors Asia Pacific Holdings, LLC | 100% |
| GM Preferred Finance Co. Holdings LLC | Limited Liability Company | Delaware | General Motors LLC | 100% |
| GM Subsystems Manufacturing, LLC | Limited Liability Company | Delaware | General Motors LLC | 100% |
| GM Technologies, LLC | Limited Liability Company | Delaware | General Motors LLC | 100% |
| GM-DI Leasing Corporation | Corporation | Delaware | General Motors LLC | 100% |
| GMOC Administrative Services Corporation | Corporation | Delaware | General Motors Overseas Corporation | 100% |
| Grand Pointe Holdings, Inc. | Corporation | Michigan | WRE, Inc. | 100% |
| OnStar, LLC | Limited Liability Company | Delaware | General Motors LLC | 100% |
| Riverfront Holdings, Inc. | Corporation | Delaware | General Motors LLC | 100% |
| Riverfront Holdings Phase II, Inc. | Corporation | Delaware | Riverfront Holdings, Inc. | 100% |

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| Capitalization of Additional Covered Group Members | | | | |
| Chevrolet Sociedad Anonima de Ahorro para Fines Determinados | | Argentina | GM LAAM Holdings, LLC<br><br>General Motors Overseas Distribution Corporation | 90%<br><br>10% |
| General Motors Argentina S.r.l. | | Argentina | General Motors Chile Industria Automotriz Limitada<br><br>GM LAAM Holdings, LLC<br><br>Suzuki | 94.99%<br><br>4.61%<br><br>0.4% |
| General Motors Australia Ltd. | | Australia | General Motors Overseas Corporation | 100% |
| General Motors Investments Pty. Ltd. | | Australia | General Motors Australia Ltd. | 100% |
| GM Holden Ltd. | | Australia | General Motors Australia Ltd. | 100% |
| General Motors Holden Sales Pty. Limited | | Australia | GM Holden Ltd. | 100% |
| Salmon Street Ltd. | | Australia | GM Holden Ltd.<br><br>General Motors Holden Sales Pty Limited | 80%<br><br>20% |
| Funcap-Comercio e Administracao de Bens Moveis e Valores Ltda. | | Brazil | General Motors do Brasil Ltda.<br><br>Da Silveira Pinheiro Neto, Jose Carlos | 99.9%<br><br>0.1% |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| General Motors do Brasil Ltda. | | Brazil | GM LAAM Holdings, LLC<br><br>Ardila Jaime; Da Silveira Pinheiro Neto, Jose Carlos; Mariani, Sandra (1 share each) | 99.999%<br><br>0.001% |
| GM Factoring Sociedade de Fomento Comercial Ltda. | | Brazil | General Motors do Brasil Ltda.<br><br>Mariani, Sandra | 99.9%<br><br>0.1% |
| GM International Sales Ltd. | | Cayman Islands | General Motors Overseas Distribution Corporation | 100% |
| General Motors Chile Industria Automotriz Limitada | | Chile | GM Inversiones Santiago Limitada<br><br>GM LAAM Holdings, LLC | 99.9%<br><br>0.1% |
| GM Inversiones Santiago Limitada | | Chile | GM LAAM Holdings, LLC<br><br>General Motors Chile Industria Automotriz Limitada | 99.99%<br><br>0.01% |
| General Motors (China) Investment Company Limited | | China | General Motors China, Inc. | 100% |
| General Motors Warehousing and Trading (Shanghai) Co. Ltd. | | China | General Motors China, Inc. | 100% |
| General Motors (Hong Kong) Company Limited | | China | General Motors China, Inc. | 100% |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| General Motors - Colmotores S.A. | | Colombia | GM LAAM Holdings, LLC | 92.53% |
| | | | Suzuki | 2.29% |
| | | | Itochu | 1.58% |
| | | | Local Shareholders | 3.80% |
| General Motors del Ecuador S.A. | | Ecuador | GM LAAM Holdings, LLC | 99.9% |
| | | | General Motors Overseas Distribution Corporation | 0.1% |
| Holdcorp S.A. | | Ecuador | Omnibus BB Transportes, S.A. | 99.999% |
| | | | General Motors del Ecuador S.A. | 0.001% |
| Omnibus BB Transportes, S.A. | | Ecuador | GM LAAM Holdings, LLC | 40.085% |
| | | | General Motors del Ecuador S.A. | 11.087% |
| | | | Chipper Investments L.L.C. | 0.757% |
| | | | Empronorte Overseas | 7.459% |
| | | | Holding Dine, S.A. | 34.097% |
| | | | Itochu Latin America | 5.001% |
| | | | Minida L.L.C. | 0.757% |
| | | | Shatzi L.L.C. | 0.758% |

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| Elasto S.A. | | Ecuador | Omnibus BB Transportes, S.A. | 56% |
| | | | General Motors del Ecuador S.A. | 15.2% |
| | | | Alamo Investment, Inc. | 20% |
| | | | Avendano Ricardo | 0.8% |
| | | | Chipper Investments L.L.C. | 2.667% |
| | | | Minda L.L.C. | 2.667% |
| | | | Shatzi L.L.C. | 2.667% |
| GM Auslandprojekte GmbH | | Germany | Opel Eisenach GmbH | 100% |
| Chevrolet Sales India Private Ltd. | | India | General Motors Overseas Distribution Corporation | 99.99% |
| | | | General Motors International Holdings, Inc. | 0.01% |
| General Motors India Private Ltd | | India | General Motors Asia Pacific Holdings, LLC | 99.53% |
| | | | GM Holden Ltd. | 0.47% |
| P.T. GM AutoWorld Indonesia | | Indonesia | P.T. General Motors Indonesia | 99.9996% |
| | | | Arif Pramadana | 0.0004% |

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| P.T. General Motors Indonesia | | Indonesia | General Motors Asia Pacific Holdings, LLC<br><br>GM Holden Ltd. | 79%<br><br>21% |
| General Motors Israel Ltd. | | Israel | GM LAAM Holdings, LLC | 100% |
| GM-UMI Technology Research and Development Ltd. | | Israel | GM LAAM Holdings, LLC<br><br>Universal Motors Israel Ltd. | 51%<br><br>49% |
| General Motors Asia Pacific (Japan) Limited | | Japan | General Motors LLC | 100% |
| GM AutoWorld Yugen Kaisha | | Japan | General Motors LLC | 100% |
| General Motors East Africa Limited | | Kenya | General Motors Asia Pacific Holdings, LLC<br><br>Centrum Investment Co. Ltd.<br><br>Itochu Corp.<br><br>ICDC | 57.7%<br><br>17.8%<br><br>4.5%<br><br>20% |
| GM AutoWorld Korea Co. Ltd. | | Korea | General Motors Asia, Inc. | 100% |
| GM Korea Co., Ltd. | | Korea | General Motors Korea, Inc. | 100% |
| Cadillac Polanco, S.A. de C.V. | | Mexico | Controladora ACDelco S.A. de C.V.<br><br>Controladora General Motors, S.A. de C.V. | 99.9999%<br><br>0.0001% |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| Controladora ACDelco S.A. de C.V. | | Mexico | Controladora General Motors, S.A. de C.V.<br><br>General Motors de México, S. de R.L. de C.V. | 99.9999%<br><br>0.0001% |
| Controladora General Motors, S.A. de C.V. | | Mexico | General Motors Overseas Distribution Corporation<br><br>Sistemas para Automotores de México, S. de R.L. de C.V. | 99.9999%<br><br>0.0001% |
| General Motors de Mexico, S. de R.L. de C.V. | | Mexico | Controladora General Motors, S.A. de C.V.<br><br>Sistemas para Automotores de México, S. de R.L. de C.V. | 99.9999%<br><br>0.0001% |
| GMAC Holding S.A. de C.V. | | Mexico | Controladora General Motors, S.A. de C.V.<br><br>Sistemas para Automotores de México, S. de R.L. de C.V. | 99.999%<br><br>0.001% |
| Sistemas para Automotores de Mexico, S. de R.L. de C.V. | | Mexico | Controladora General Motors, S.A. de C.V.<br><br>General Motors de México, S. de R.L. de C.V. | 99.86%<br><br>0.14% |
| Holden New Zealand Limited | | New Zealand | General Motors LLC | 100% |

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| General Motors Peru S.A. | | Peru | General Motors Inversiones Santiago Ltda.<br><br>General Motors Overseas Distribution Corporation<br><br>General Motors Overseas Corporation | 99.994%<br><br>0.004%<br><br>0.002% |
| General Motors Automobiles Philippines, Inc. | | Philippines | General Motors LLC<br><br>Francis M. Burdett<br><br>Stephen K. Carlisle<br><br>Loreto C. Cruz<br><br>Teodoro D. Regala<br><br>Stephen Nicholas Small | 99.999%<br><br>0.0018%<br><br>0.0018%<br><br>0.0018%<br><br>0.0018%<br><br>0.0018% |
| General Motors Auto LLC | | Russia | GM Auslandprojekte GmbH<br><br>General Motors CIS, LLC | 99.90%<br><br>0.10% |
| General Motors Asia Pacific (Pte) Ltd. | | Singapore | General Motors LLC | 100% |
| BOCO (Proprietary) Limited | | South Africa | GM LAAM Holdings, LLC | 100% |
| General Motors South Africa (Pty) Limited | | South Africa | BOCO (Proprietary) Limited | 100% |
| GM Plats (Proprietary) Limited | | South Africa | General Motors Asia Pacific Holdings, LLC | 100% |

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| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| General Motors Automotive Holdings, S.L. | | Spain | General Motors International Holdings, Inc.<br>General Motors LLC<br>General Motors of Canada Limited | 77.53%<br>11.34%<br>11.13% |
| General Motors Europe AG | | Switzerland | General Motors Automotive Holdings S.L. | 100% |
| General Motors Taiwan Ltd. | | Taiwan | GM APO Holdings, LLC<br>Kung-Chou Chu<br>Arne Engel<br>Terence B. Johnsson<br>Bright Lin<br>Jerry Lin<br>Barbara A. Lister-Tait | 99.9999%<br>0.00000012%<br>0.00000012%<br>0.00000012%<br>0.00000012%<br>0.00000012%<br>0.00000012% |
| Tai Jin International Automotive Distribution Co. Ltd. | | Taiwan | General Motors China, Inc. | 100% |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| General Motors (Thailand) Limited | | Thailand | General Motors Thailand Investments LLC | 99.9999917% |
| | | | Stephen K. Carlisle | 0.00000138% |
| | | | Kenneth Joseph Cavanaugh | 0.00000138% |
| | | | Raymundo Garza | 0.00000138% |
| | | | Somnuek Ngamtrakulchol | 0.00000138% |
| | | | Stephen Nicholas Small | 0.00000138% |
| | | | Antonio Pantaleon Zara, III | 0.00000138% |
| Chevrolet Sales (Thailand) Limited | | Thailand | General Motors Asia, Inc. | 99.9999186% |
| | | | Stephen K. Carlisle | 0.00001357% |
| | | | Kenneth Joseph Cavanaugh | 0.00001357% |
| | | | Raymundo Garza | 0.00001357% |
| | | | Somnuek Ngamtrakulchol | 0.00001357% |
| | | | Stephen Nicholas Small | 0.00001357% |
| | | | Antonio Pantaleon Zara, III | 0.00001357% |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| General Motors Powertrain (Thailand) Limited | | Thailand | General Motors Asia Pacific Holdings, LLC | 99.9999627% |
| | | | Stephen K. Carlisle | 0.0000062% |
| | | | Kenneth Joseph Cavanaugh | 0.0000062% |
| | | | Raymundo Garza | 0.0000062% |
| | | | Gerry L. Hargrove | 0.0000062% |
| | | | Stephen Nicholas Small | 0.0000062% |
| | | | Antonio Pantaleon Aguila Zara | 0.0000062% |
| General Motors Southeast Asia Oeprations Limited | | Thailand | General Motors Asia, Inc. | 99.994% |
| | | | Stephen K. Carlisle | 0.001% |
| | | | Kenneth Joseph Cavanaugh | 0.001% |
| | | | Raymundo Garza | 0.001% |
| | | | Somnuek Ngamtrakulchol | 0.001% |
| | | | Stephen Nicholas Small | 0.001% |
| | | | Antonio Pantaleon Zara | 0.001% |
| General Motors Africa and Middle East FZE | | United Arab Emirates | General Motors Overseas Distribution Corporation | 100% |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

| Covered Group Member | Form of Organization | Jurisdiction of Organization | Owner | Percent Owned |
|---|---|---|---|---|
| GM GPSC UK Limited | | United Kingdom | General Motors Automotive Holdings S.L. | 100% |
| Global Tooling Service Company Europe Limited | | United Kingdom | General Motors LLC | 100% |
| General Motors Limited | | United Kingdom | General Motors Asia Pacific Holdings, LLC<br><br>General Motors Asia Pacific (Japan) Limited | 77.17%<br><br>22.83% |
| Aftermarket UK Limited | | United Kingdom | General Motors Automotive Holdings S.L. | 100% |
| General Motors Uruguay, S.A. | | Uruguay | GM LAAM Holdings, LLC | 100% |
| Sustemas de Compra Programada Chevrolet, C.A. | | Venesuela | GM LAAM Holdings, LLC | 100% |
| General Motors Venezolana, C.A. | | Venezuela | GM LAAM Holdings, LLC | 100% |

EXHIBIT H

Schedule 3.21 to Credit Agreement

[See attached]

Schedule 3.21

Jurisdictions and Recording Offices

## A.UCC Filing Jurisdictions and Offices

| Entity | Form of Organization | Jurisdiction of Organization | Filing Jurisdiction and Filing Office |
|---|---|---|---|
| Annunciata Corporation | Corporation | Delaware | Delaware – Secretary of State |
| Argonaut Holdings, Inc. | Corporation | Delaware | Delaware – Secretary of State |
| General Motors Asia Pacific Holdings, LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| General Motors Asia, Inc. | Corporation | Delaware | Delaware – Secretary of State |
| General Motors International Holdings, Inc. | Corporation | Delaware | Delaware – Secretary of State |
| General Motors Holdings LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| General Motors Overseas Corporation | Corporation | Delaware | Delaware – Secretary of State |
| General Motors Overseas Distribution Corporation | Corporation | Delaware | Delaware – Secretary of State |
| General Motors Product Services, Inc. | Corporation | Delaware | Delaware – Secretary of State |
| General Motors Research Corporation | Corporation | Delaware | Delaware – Secretary of State |
| GM APO Holdings, LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| GM Components Holdings, LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| GM Eurometals, Inc. | Corporation | Delaware | Delaware – Secretary of State |
| General Motors LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| GM Finance Co. Holdings LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| GM GEFS L.P. | Limited Partnership | Nevada | Nevada – Secretary of State |

| Entity | Form of Organization | Jurisdiction of Organization | Filing Jurisdiction and Filing Office |
|---|---|---|---|
| GM Global Steering Holdings, LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| GM Global Technology Operations, Inc. | Corporation | Delaware | Delaware – Secretary of State |
| GM Global Tooling Company, Inc. | Corporation | Delaware | Delaware – Secretary of State |
| GM LAAM Holdings, LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| GM Preferred Finance Co. Holdings LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| GM Subsystems Manufacturing, LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| GM Technologies, LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| GM-DI Leasing Corporation | Corporation | Delaware | Delaware – Secretary of State |
| GMOC Administrative Services Corporation | Corporation | Delaware | Delaware – Secretary of State |
| Grand Pointe Holdings, Inc. | Corporation | Michigan | Michigan – Secretary of State |
| OnStar, LLC | Limited Liability Company | Delaware | Delaware – Secretary of State |
| Riverfront Holdings, Inc. | Corporation | Delaware | Delaware – Secretary of State |
| Riverfront Holdings Phase II, Inc. | Corporation | Delaware | Delaware – Secretary of State |

| B.Intellectual Property Filing Offices | |
|---|---|
| U.S. Patent and Trademark Collateral | United States Patent and Trademark Office |
| U.S. Copyright Collateral | United States Copyright Office |

EXHIBIT I

Schedule 3.28 to Credit Agreement

[See attached]

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

Schedule 3.28

Excluded Collateral

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

- [redacted]
- [redacted]

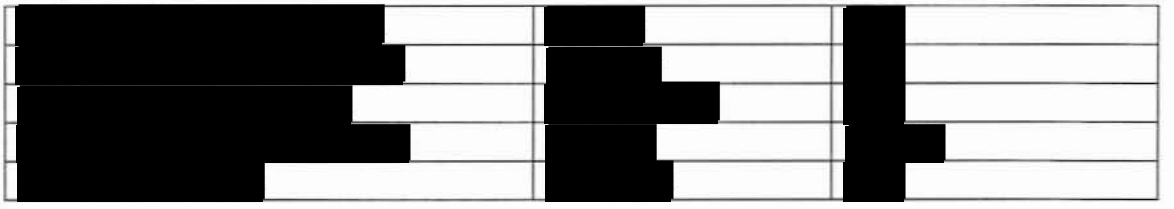
Annex 1 to Schedule 3.28

EXCLUDED COLLATERAL

[redacted]

**SUBSIDIARIES AND JOINT VENTURES:**

[redacted]



[redacted]

| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

[redacted]

| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS CORPORATION PURSUANT TO THE FREEDOM OF INFORMATION ACT**

Schedule 3.28

Excluded Collateral

[redacted]

[redacted]

- [redacted]
- [redacted]

**CONFIDENTIAL TREATMENT REQUESTED BY GENERAL MOTORS LLC PURSUANT TO THE FREEDOM OF INFORMATION ACT**

Annex 1 to Schedule 3.28

EXCLUDED COLLATERAL

[redacted]

| | | |
|---|---|---|
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |

[redacted]

| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

[redacted]

| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

# FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT

FOURTH AMENDMENT, dated as of November 13, 2009 (this "Amendment") to the SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT dated as of August 12, 2009 (as amended by (i) the First Amendment to Second Amended and Restated Secured Credit Agreement dated as of September 2, 2009 but effective as of September 1, 2009 and (ii) the Second Amendment to Second Amended and Restated Secured Credit Agreement dated as of October 6, 2009, as assigned, assumed and amended by the Assignment and Assumption Agreement and Third Amendment to Second Amended and Restated Secured Credit Agreement dated as of October 19, 2009, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement), among GENERAL MOTORS HOLDINGS, LLC, a Delaware limited liability company, as assignee of General Motors Company, a Delaware corporation (the "Borrower"), the Guarantors, and THE UNITED STATES DEPARTMENT OF THE TREASURY, as the lender hereunder (the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrower and the Lender have agreed to make certain amendments to the Credit Agreement as described herein solely upon the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Section 1.1 of the Credit Agreement (Definitions). Section 1.1 of the Credit Agreement is hereby amended by deleting clause (e) of the definition of "Permitted Indebtedness" appearing therein in its entirety and replacing it with the following:

"(e) intercompany Indebtedness (i) in the ordinary course of business, provided that, (A) the Borrower has complied with Sections 5.2(i) and 5.32, to the extent necessary, and (B) the right to receive any repayment of such Indebtedness from any Loan Party (other than any scheduled payments so long as no Event of Default has occurred and is continuing) shall be subordinated to the Lender's rights to receive repayment of the Obligations or (ii) of GM Canada to the Borrower in connection with any prepayment of the Canadian Facility described in clause (ii)(B) of Section 4.2(d);"

2. Amendment to Section 2.5(f) of the Credit Agreement (Mandatory Prepayments). Section 2.5(f) of the Credit Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"(f) Notwithstanding anything to the contrary in the Loan Documents, (i) if on the fifth Business Day prior to June 30, 2010 any Reserve Funds remain on deposit in the Escrow Account, on or before June 30, 2010 the Borrower shall apply an amount equal to 83.898% of

the Reserve Funds then remaining on deposit in the Escrow Account to the extent necessary to prepay the Loans in full as set forth in Section 2.5(d), provided that, the Borrower may request that the date on which all or a portion of such funds shall be applied to such prepayment be extended to a date not later than June 30, 2011, which may be consented to by the Lender in its sole discretion, and (ii) prior to the initial public offering of any Capital Stock of Holdco, if on the fifth Business Day prior to the end of any fiscal quarter of the Borrower commencing with such fiscal quarter ending December 31, 2009, any Reserve Funds remain on deposit in the Escrow Account, then, on or before the last Business Day of such fiscal quarter, the Borrower shall apply an amount equal to (X) $1,000,000,000 or (Y) if the amount of Reserve Funds then on deposit in the Escrow Account is less than $1,191,923,526.17, an amount equal to 83.898% of such Reserve Funds to the repayment of the Loans as set forth in Section 2.5(d)."

3. Amendments to Section 4.2 of the Credit Agreement (Conditions to Withdrawal of Reserve Funds; Escrow Accounts). Section 4.2 of the Credit Agreement is hereby amended by:

(a) deleting clause (b) thereof in its entirety and replacing it with the following:

"(b) Upon the occurrence of an Event of Default, the Lender, at its sole option, may withdraw all or a portion of the Reserve Funds and apply the Reserve Funds to the items for which the Reserve Funds were established or to payment of the Obligations in accordance with clause (i) of Section 2.5(f) and the obligations then outstanding under the Canadian Facility in accordance with Section 2.07(g) thereof, in such order, proportion and priority as the Lender may determine in its sole discretion. The Lender's right to withdraw and apply the Reserve Funds shall be in addition to all other rights and remedies provided to the Lender under the Loan Documents.";

(b) deleting clause (d) thereof in its entirety and replacing it with the following:

"(d) Notwithstanding anything to the contrary herein, (i) Lender may withdraw the Reserve Funds from the Escrow Account and apply the same in accordance with Section 2.5(f) and (ii) the conditions precedent set forth in clause (a) above shall not apply with respect to any Reserve Disbursement pursuant to clauses (b) or (c) above or any Reserve Disbursement in connection with (A) any prepayment of the Loans in accordance with Section 2.5(f) and (B) any prepayments of the Canadian Facility that may now or hereafter be permitted or required (I) pursuant to Section 2.07(g) of the Canadian Facility or (II) to be made during the last five Business Days of any fiscal quarter of the Borrower commencing with such fiscal quarter ending December 31, 2009, provided that, the amount of any prepayment described in this subclause (II) shall not exceed an amount equal to 19.192352617% of the amount of the prepayment of the Loans, if any, required to be made by the Borrower during the last five

Business Days of such fiscal quarter pursuant to clause (ii) of Section 2.5(f).";

(c) inserting therein the following new clause (e):

"(e) Any Reserve Funds remaining in the Escrow Account after the Obligations have been paid in full shall be returned to the Borrower."; and

(d) inserting therein the following new clause (f):

"(f) Notwithstanding anything to the contrary herein or in the other Loan Documents, the Borrower hereby authorizes, instructs and approves each withdrawal by the Lender (or by the Escrow Bank at the direction of the Lender) of Reserve Funds from the Escrow Account pursuant to Section 2.5(f) and this Section 4.2.".

4. Amendment to Section 5.32 of the Credit Agreement (Notice of Investments). Section 5.32 of the Credit Agreement is hereby amended by adding the following text at the end thereof: "other than any Investment by the Borrower in GM Canada in connection with any prepayment of the Canadian Facility described in clause (B) of Section 4.2(d)".

5. Conditions to Effectiveness. This Amendment shall become effective upon the date (the "Fourth Amendment Effective Date") on which the Lender shall have received this Amendment, executed and delivered by a duly authorized officer of the Borrower.

6. Representations and Warranties. The Borrower hereby represents and warrants to the Lender that (before and after giving effect to this Amendment), as of the date of execution of this Amendment:

(a) Each Loan Party has all necessary corporate or other power, authority and legal right to execute, deliver and perform its obligations under this Amendment and the Acknowledgment and Consent to which it is a party. Subject to the terms thereof, the execution, delivery and performance by each Loan Party of this Amendment and the Acknowledgment and Consent to which it is a party has been duly authorized by all necessary corporate or other action on its part. This Amendment and the Acknowledgment and Consent have been duly and validly executed and delivered by each Loan Party party thereto and constitutes a legal, valid and binding obligation of all of the Loan Parties party thereto, enforceable against such Loan Parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any other Person, are necessary for the execution, delivery or performance by each Loan Party of this Amendment and the Acknowledgment and Consent for the legality, validity or enforceability hereof and thereof.

(b) The execution and delivery of the Amendment will not (i) conflict with or result in a breach of (A) the charter, by laws, certificate of incorporation, operating agreement or similar organizational document of any Loan Party, (B) any Requirement of Law, (C) any Applicable Law, rule or regulation, or any order, writ, injunction or decree of any Governmental Authority, (D) any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (ii) constitute a default under any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (iii) (except for Permitted Liens) result in the creation or imposition of any Lien upon any property of any Loan Party, pursuant to the terms of any such agreement or instrument.

(c) Each of the representations and warranties made by the Borrower herein or in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Fourth Amendment Effective Date as if made on and as of such date (except that any representation or warranty that by its terms is made as of an earlier date is true and correct in all material respects as of such earlier date).

(d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Amendment.

7. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments, consents and waivers contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower or the Guarantors that would require the waiver or consent of the Lender.

8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

9. Miscellaneous. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Copies of this Amendment signed by all parties hereto and thereto shall be lodged with the Borrower and the Lender. This Amendment may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.

[No further text on this page]

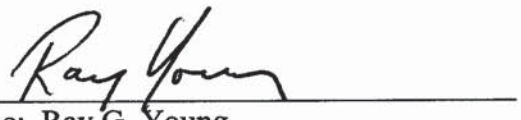
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

GENERAL MOTORS HOLDINGS LLC

By: _____

Name: Ray G. Young
Title: Executive Vice President and Chief Financial Officer

GENERAL MOTORS LLC (successor-by-conversion to, and formerly known as, General Motors Company)

By: 

Name: Ray G. Young
Title: Executive Vice President and Chief Financial Officer

GUARANTORS:

ANNUNCIATA CORPORATION

ARGONAUT HOLDINGS, INC.

GENERAL MOTORS ASIA PACIFIC HOLDINGS, LLC

GENERAL MOTORS ASIA, INC.

GENERAL MOTORS INTERNATIONAL HOLDINGS, INC.

GENERAL MOTORS OVERSEAS CORPORATION

GENERAL MOTORS OVERSEAS DISTRIBUTION CORPORATION

GENERAL MOTORS PRODUCT SERVICES, INC.

GENERAL MOTORS RESEARCH CORPORATION

GM APO HOLDINGS, LLC

GM EUROMETALS, INC.

GM FINANCE CO. HOLDINGS LLC

By: _____
Name: Maurita Sutedja
Title: Assistant Secretary

GM GLOBAL STEERING HOLDINGS, LLC

GM GLOBAL TECHNOLOGY OPERATIONS, INC.

GM GLOBAL TOOLING COMPANY, INC.

GM LAAM HOLDINGS, LLC

GM PREFERRED FINANCE CO. HOLDINGS LLC

GM GEFS L.P.

GM TECHNOLOGIES, LLC

GM-DI LEASING CORPORATION

GMOC ADMINISTRATIVE SERVICES CORPORATION

GRAND POINTE HOLDINGS, INC.

ONSTAR, LLC

GM COMPONENTS HOLDINGS, LLC

RIVERFRONT HOLDINGS, INC.

RIVERFRONT HOLDINGS PHASE II, INC.

By: 

Name: Maurita Sutedja
Title: Assistant Secretary

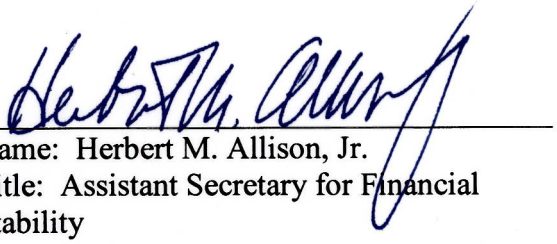
GM SUBSYSTEMS MANUFACTURING, LLC

By: _____

Name: Niharika Ramdev

Title: Treasurer

UNITED STATES DEPARTMENT OF THE TREASURY, as a Lender

By: 

Name: Herbert M. Allison, Jr.
Title: Assistant Secretary for Financial Stability

# FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT

FIFTH AMENDMENT, dated as of January 22, 2010 (this "Amendment") to the SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT dated as of August 12, 2009 (as amended by (i) the First Amendment to Second Amended and Restated Secured Credit Agreement dated as of September 2, 2009 but effective as of September 1, 2009, (ii) the Second Amendment to Second Amended and Restated Secured Credit Agreement dated as of October 6, 2009, (iii) the Assignment and Assumption Agreement and Third Amendment to Second Amended and Restated Secured Credit Agreement dated as of October 19, 2009, and (iv) the Fourth Amendment to Second Amended and Restated Secured Credit Agreement dated as of November 13, 2009, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement), among GENERAL MOTORS HOLDINGS LLC, a Delaware limited liability company, as assignee of General Motors Company, a Delaware corporation (the "Borrower"), the Guarantors, and THE UNITED STATES DEPARTMENT OF THE TREASURY, as the lender hereunder (the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrower and the Lender have agreed to make certain amendments to the Credit Agreement as described herein solely upon the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Section 2.5(f) of the Credit Agreement (Mandatory Prepayments). Section 2.5(f) of the Credit Agreement is hereby amended by deleting therefrom the words "provided that, the Borrower may request that the date on which all or a portion of such funds shall be applied to such prepayment be extended to a date not later than June 30, 2011, which may be consented to by the Lender in its sole discretion,".

2. Conditions to Effectiveness. This Amendment shall become effective upon the date (the "Fifth Amendment Effective Date") on which the Lender shall have received this Amendment, executed and delivered by a duly authorized officer of the Borrower.

3. Representations and Warranties. The Borrower hereby represents and warrants to the Lender that (before and after giving effect to this Amendment), as of the date of execution of this Amendment:

(a) Each Loan Party has all necessary corporate or other power, authority and legal right to execute, deliver and perform its obligations under this Amendment and the Acknowledgment and Consent to which it is a party. Subject to the terms thereof, the execution, delivery and performance by each Loan Party of this Amendment and the

Acknowledgment and Consent to which it is a party has been duly authorized by all necessary corporate or other action on its part. This Amendment and the Acknowledgment and Consent have been duly and validly executed and delivered by each Loan Party party thereto and constitutes a legal, valid and binding obligation of all of the Loan Parties party thereto, enforceable against such Loan Parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any other Person, are necessary for the execution, delivery or performance by each Loan Party of this Amendment and the Acknowledgment and Consent for the legality, validity or enforceability hereof and thereof.

(b) The execution and delivery of the Amendment will not (a) conflict with or result in a breach of (i) the charter, by laws, certificate of incorporation, operating agreement or similar organizational document of any Loan Party, (ii) any Requirement of Law, (iii) any Applicable Law, rule or regulation, or any order, writ, injunction or decree of any Governmental Authority, (iv) any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (b) constitute a default under any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (c) (except for Permitted Liens) result in the creation or imposition of any Lien upon any property of any Loan Party, pursuant to the terms of any such agreement or instrument.

(c) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Amendment.

4. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments, consents and waivers contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower or the Guarantors that would require the waiver or consent of the Lender.

5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. Miscellaneous. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Copies of this Amendment signed by all parties hereto and thereto shall be lodged with the Borrower and the

Lender. This Amendment may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.

[Signature Pages Follow]

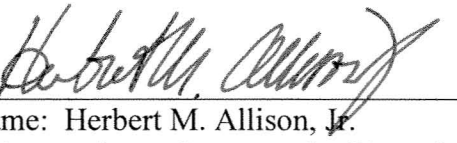
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

GENERAL MOTORS HOLDINGS LLC

By: 

Name: Niharika Ramdev
Title: Assistant Treasurer

UNITED STATES DEPARTMENT OF THE TREASURY, as a Lender

By: 

Name: Herbert M. Allison, Jr.
Title: Assistant Secretary for Financial Stability

# SIXTH AMENDMENT TO
# SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT

SIXTH AMENDMENT, dated as of April 9, 2010 (this "Amendment") to the SECOND AMENDED AND RESTATED SECURED CREDIT AGREEMENT dated as of August 12, 2009 (as amended by (i) the First Amendment to Second Amended and Restated Secured Credit Agreement dated as of September 2, 2009 but effective as of September 1, 2009, (ii) the Second Amendment to Second Amended and Restated Secured Credit Agreement dated as of October 6, 2009, (iii) the Assignment and Assumption Agreement and Third Amendment to Second Amended and Restated Secured Credit Agreement dated as of October 19, 2009, (iv) the Fourth Amendment to Second Amended and Restated Secured Credit Agreement dated as of November 13, 2009 and (v) the Fifth Amendment to Second Amended and Restated Secured Credit Agreement dated as of January 22, 2010, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement), among GENERAL MOTORS HOLDINGS LLC, a Delaware limited liability company, as assignee of General Motors Company, a Delaware corporation (the "Borrower"), the Guarantors, and THE UNITED STATES DEPARTMENT OF THE TREASURY, as the lender thereunder (the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrower and the Lender have agreed to make certain amendments to the Credit Agreement as described herein solely upon the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Section 1.1 of the Credit Agreement (Defined Terms). Section 1.1 of the Credit Agreement is hereby amended by:

(a) inserting therein in the appropriate alphabetical order the following definitions:

"Compensation Regulations": Section 111 of the EESA, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under the EESA, as the same shall be in effect from time to time.

"Dealership Sale/Leaseback Transaction": any arrangement providing for (i) the sale or transfer by any Covered Group Member of real property to a dealership operator or an affiliate thereof, (ii) the lease of such real property from such dealership operator or affiliate thereof to any Covered Group Member and (iii) the sublease of such

real property by any Covered Group Member to such or other dealership operator or affiliate thereof.

"Exceptional Financial Assistance": as defined in the Compensation Regulations.

"Exceptional Financial Assistance Period": the period beginning on the Original Effective Date and ending on the earlier of (i) the Exceptional Financial Assistance Termination Date and (ii) the termination of the Relevant Period.

"Exceptional Financial Assistance Termination Date": the first day on which the Borrower ceases to be a recipient of Exceptional Financial Assistance, as determined pursuant to the Compensation Regulations.

(b) deleting therefrom the definition of "Additional Secured Indebtedness" in its entirety and replacing it with the following:

"Additional Secured Indebtedness": as of any date of determination, principal amount of secured (including on a first-priority basis and by Liens on the Collateral that are senior to the Liens securing the Obligations and the obligations under the VEBA Note Facility) Indebtedness (other than Indebtedness described in clauses (a) through (r) (inclusive) and (u) of the definition of "Permitted Indebtedness") of the Covered Group Members and Holdco in an aggregate amount in excess of $6,000,000,000 (including, without limitation, any Structured Financing), provided that, (i) on the date such Indebtedness is incurred, the Consolidated Leverage Ratio shall be less than 3.00 to 1.00 after giving pro forma effect to the incurrence of such Indebtedness, (ii) a portion of the Net Cash Proceeds of such Indebtedness (other than revolving credit loans) are used to prepay the Loans in accordance with Section 2.5(a), (iii) with respect to any revolving credit facility, the amount of Indebtedness thereunder for the purpose of determining compliance with clause (i) of this definition shall equal the commitment thereunder and (iv) if any Loan Party is an obligor or guarantor under such Indebtedness, the lenders party thereto (or an agent on behalf of such lenders) shall have executed and delivered an intercreditor agreement providing for the subordination of the Liens securing the Obligations and the obligations under the VEBA Note Facility to the Liens securing such Indebtedness on terms in form and substance reasonably satisfactory to the Lender, which may be an amendment, restatement, modification or supplement to the Intercreditor Agreement.

(c) deleting therefrom the definition of "Excluded Secured Indebtedness" in its entirety and replacing it with the following:

"Excluded Secured Indebtedness": secured (including on a first-priority basis and by Liens on the Collateral that are senior to the Liens securing the Obligations and the obligations under the VEBA Note Facility) Indebtedness (other than Indebtedness described in clauses (a) through (r) (inclusive) and (u) of the definition of "Permitted Indebtedness") of the Covered Group Members and Holdco in an aggregate amount not

exceeding $6,000,000,000 comprised of term loan and/or revolving credit loan facilities (including without limitation Structured Financing), provided that, if any Loan Party is an obligor or guarantor under such Indebtedness, the lenders party thereto (or an agent on behalf of such lenders) shall have executed and delivered an intercreditor agreement providing for the subordination of the Liens securing the Obligations and the obligations under the VEBA Note Facility to the Liens securing such Indebtedness on terms in form and substance reasonably satisfactory to the Lender, which may be an amendment, restatement, modification or supplement to the Intercreditor Agreement.

(d) amending clause (e) of the definition of "Permitted Indebtedness" by deleting the words "and 5.32".

(e) deleting therefrom the definition of "Reinvestment Event" in its entirety and replacing it with the following:

"Reinvestment Event": any Asset Sale, Recovery Event or Extraordinary Receipt in respect of which the Borrower has delivered a Reinvestment Notice.

(f) deleting therefrom the definition of "Reinvestment Notice" in its entirety and replacing it with the following:

"Reinvestment Notice": a written notice executed by a Responsible Officer stating that no Default or Event of Default has occurred and is continuing and that the Borrower (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale, Recovery Event or Extraordinary Receipt, as applicable (or committed to be expended pursuant to a binding contract), to acquire or repair assets useful in its business.

(g) amending the definition of "Sale/Leaseback Transaction" by adding immediately after the words "any arrangement" the words ", other than any Dealership Sale/Leaseback Transaction,".

2. Amendment to Section 2.5(b) of the Credit Agreement (Mandatory Prepayments). Section 2.5(b) of the Credit Agreement is hereby amended by deleting the words "unless a Reinvestment Notice shall be delivered in respect of any Asset Sale or Recovery Event" and adding in lieu thereof the words "unless a Reinvestment Notice shall be delivered in respect of any such Asset Sale, Recovery Event or Extraordinary Receipt, as applicable".

3. Amendment to Section 5.1(f)(i) of the Credit Agreement (Financial Statements). Section 5.1(f)(i) of the Credit Agreement is hereby amended by deleting the words "as soon as available, but in any event within" and adding in lieu thereof the words "on or before the date on which such financial statements are required to be filed with the SEC (after giving effect to any extensions) or, if such financial statements are not required to be filed with the SEC, on or before the date that is".

4. Amendment to Section 5.1(f)(iii) of the Credit Agreement (Financial Statements). Section 5.1(f)(iii) of the Credit Agreement is hereby amended by deleting the words "as soon as available, but in any event not later than" and adding in lieu thereof the words "on or before the date on which such financial statements are required to be filed with the SEC (after giving effect to any extensions) or, if such financial statements are not required to be filed with the SEC, on or before the date that is".

5. Amendment to Section 5.1(f) of the Credit Agreement (Financial Statements). Section 5.1(f) of the Credit Agreement is hereby amended by adding immediately before the words "shall be complete and correct in all material respects" the words "(a) shall be deemed to have been delivered in accordance with the terms hereof if such financial statements, or one or more annual or quarterly reports containing such financial statements, shall have been posted and available on the SEC's website, and (b)".

6. Amendments to Section 5.1(g) of the Credit Agreement (Financial Statements). Section 5.1(g) of the Credit Agreement is hereby amended by (i) adding immediately after the word "prepares" the words "and shall have filed with the SEC", and (ii) adding immediately after the words "the Borrower shall promptly furnish copies of such reports to the Lender" the words "; provided, that all such reports shall be deemed to have been delivered in accordance with the terms hereof if such reports shall have been posted and available on the SEC's website".

7. Amendment to Section 5.2(l) of the Credit Agreement (Expense Policy). Section 5.2(l) of the Credit Agreement is hereby amended by deleting the words "During the Relevant Period" and adding in lieu thereof the words "During the Exceptional Financial Assistance Period".

8. Amendment to Section 5.2(m) of the Credit Agreement (Executive Privileges and Compensation). Section 5.2(m) of the Credit Agreement is hereby amended by deleting the words "During the Relevant Period" and adding in lieu thereof the words "During the Exceptional Financial Assistance Period".

9. Amendment to Section 5.16(a) of the Credit Agreement (Executive Privileges and Compensation). Section 5.16(a) of the Credit Agreement is hereby amended by (i) deleting the words "During the Relevant Period" and adding in lieu thereof the words "During the Exceptional Financial Assistance Period" and (ii) deleting the words "At all times throughout the Relevant Period" and adding in lieu thereof the words "At all times throughout the Exceptional Financial Assistance Period".

10. Amendments to Section 5.16(b) of the Credit Agreement (Executive Privileges and Compensation). Section 5.16(b) of the Credit Agreement is hereby amended by (i) deleting the words "During the Relevant Period" and adding in lieu thereof the words "During the Exceptional Financial Assistance Period", (ii) deleting the words "During the Relevant Period" and adding in lieu thereof the words "During the Exceptional Financial Assistance Period", and (iii) deleting the words "Maturity Date"

and adding in lieu thereof the words "earlier to occur of the Maturity Date and the repayment of the Loans in full".

11. Amendment to Section 5.17 of the Credit Agreement (Aircraft). Section 5.17 of the Credit Agreement is hereby amended by deleting the words "during the Relevant Period" and adding in lieu thereof the words "during the Exceptional Financial Assistance Period".

12. Amendment to Section 5.18(a) of the Credit Agreement (Restrictions on Expenses). Section 5.18(a) of the Credit Agreement is hereby amended by deleting the words "At all times throughout the Relevant Period" and adding in lieu thereof the words "At all times throughout the Exceptional Financial Assistance Period".

13. Amendment to Section 5.20(a) of the Credit Agreement (Internal Controls; Recordkeeping; Additional Reporting). Section 5.20(a) of the Credit Agreement is hereby amended by deleting the words "During the Relevant Period" and adding in lieu thereof the words "During the Exceptional Financial Assistance Period".

14. Amendment to Section 5.28(a) of the Credit Agreement (Survival of TARP Covenants). Section 5.28(a) of the Credit Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

(a) Notwithstanding the repayment in full of all the Loans and the other Obligations, the obligation of the Loan Parties to comply with (i) Sections 5.19, 5.25 and 5.29 shall survive during the Relevant Period, (ii) Section 5.27 shall survive during the Vitality Commitment Period, and (iii) Sections 5.2(l), 5.2(m), 5.16, 5.17, 5.18, 5.20 and 5.21 shall survive during the Exceptional Financial Assistance Period.

15. Amendment to Section 5.29 of the Credit Agreement (Intentionally Omitted). Section 5.29 of the Credit Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

5.29. Compliance with EESA. Notwithstanding the repayment in full of all the Loans and the other Obligations, if the Relevant Period shall not have terminated on or prior to the Exceptional Financial Assistance Termination Date, during the period commencing on the Exceptional Financial Assistance Termination Date until the termination of the Relevant Period, the Borrower shall take all necessary action to ensure that it, and any of its Subsidiaries that is a TARP recipient within the meaning of Section 30.1 of the Compensation Regulations, complies in all respects with, and shall take all other actions necessary to comply with, (i) the Compensation Regulations, and (ii) any rulings, limitations or restrictions implemented or issued by the Office of the Special Master for TARP Executive Compensation with respect to the Borrower or any of its Subsidiaries that is treated as a TARP recipient within the meaning of Section 30.1 of the Compensation Regulations.

16. Amendment to Section 5.32 of the Credit Agreement (Notice of Investments). Section 5.32 of the Credit Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

5.32 [Intentionally Omitted.]

17. Amendment to Section 6.4 of the Credit Agreement (Limitation on Liens). Section 6.4 of the Credit Agreement is hereby amended by adding immediately after the words "except Permitted Liens" the words ", which Permitted Liens shall, if so determined by the Borrower, be senior to the Liens on the Collateral securing the Obligations and the obligations under the VEBA Note Facility".

18. Amendments to Section 6.13 of the Credit Agreement (Restrictions on Pension Plans). Section 6.13 of the Credit Agreement is hereby amended by (i) deleting from clause (a) of Section 6.13 the words "During the Relevant Period, and except" and adding in lieu thereof the word "Except", (ii) deleting the second sentence in clause (b) of Section 6.13 in its entirety, and (iii) deleting clause (c) of Section 6.13 in its entirety.

19. Conditions to Effectiveness. This Amendment shall become effective upon the date (the "Sixth Amendment Effective Date") on which the Lender shall have received this Amendment, executed and delivered by a duly authorized officer of the Borrower.

20. Representations and Warranties. The Borrower hereby represents and warrants to the Lender that (before and after giving effect to this Amendment), as of the date of execution of this Amendment:

(a) Each Loan Party has all necessary corporate or other power, authority and legal right to execute, deliver and perform its obligations under this Amendment and the Acknowledgment and Consent to which it is a party. Subject to the terms thereof, the execution, delivery and performance by each Loan Party of this Amendment and the Acknowledgment and Consent to which it is a party has been duly authorized by all necessary corporate or other action on its part. This Amendment and the Acknowledgment and Consent have been duly and validly executed and delivered by each Loan Party party thereto and constitutes a legal, valid and binding obligation of all of the Loan Parties party thereto, enforceable against such Loan Parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority, or any other Person, are necessary for the execution, delivery or performance by each Loan Party of this Amendment and the Acknowledgment and Consent for the legality, validity or enforceability hereof and thereof.

(b) The execution and delivery of the Amendment will not (a) conflict with or result in a breach of (i) the charter, by laws, certificate of incorporation, operating agreement or similar organizational document of any Loan Party, (ii) any Requirement of Law, (iii) any Applicable Law, rule or regulation, or any order, writ, injunction or decree of any Governmental Authority, (iv) any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (b) constitute a default under any material Contractual Obligation to which any Loan Party is a party or by which any of them or any of their Property is bound or to which any of them or any of their Property is subject, or (c) (except for Permitted Liens) result in the creation or imposition of any Lien upon any property of any Loan Party, pursuant to the terms of any such agreement or instrument.

(c) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing, or will result from the consummation of the transactions contemplated by this Amendment.

21. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments, consents and waivers contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower or the Guarantors that would require the waiver or consent of the Lender.

22. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

23. Miscellaneous. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Copies of this Amendment signed by all parties hereto and thereto shall be lodged with the Borrower and the Lender. This Amendment may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

GENERAL MOTORS HOLDINGS LLC,
as the Borrower

By: 

Name: Niharika Ramdev
Title: Assistant Treasurer

THE UNITED STATES DEPARTMENT OF THE TREASURY, as the Lender

By: _____

Name: David N. Miller

Title: Acting Chief Investment Officer

**DEPARTMENT OF THE TREASURY**
**WASHINGTON, D.C. 20220**

April 20, 2010

General Motors Company
300 Renaissance Center
Detroit, Michigan 48265-3000
Attn: Chief Financial Officer
Telecopy: (313) 667-4605

General Motors Company
767 Fifth Avenue, 14th Floor
New York, New York 10153
Attention: Treasurer
Telecopy: (212) 418-3630

Re: Pay-Off Letter

Ladies and Gentlemen:

Reference is made to the $7,072,488,605 Second Amended and Restated Secured Credit Agreement, dated as of August 12, 2009 (as amended by (i) the First Amendment to Second Amended and Restated Secured Credit Agreement dated as of September 2, 2009, but effective as of September 1, 2009, (ii) the Second Amendment to Second Amended and Restated Secured Credit Agreement dated as of October 6, 2009, (iii) the Assignment and Assumption Agreement and Third Amendment to Second Amended and Restated Secured Credit Agreement dated as of October 19, 2009, (iv) the Fourth Amendment to Second Amended and Restated Secured Credit Agreement dated as of November 13, 2009, (v) the Fifth Amendment to Second Amended and Restated Secured Credit Agreement dated as of January 22, 2010 and (vi) the Sixth Amendment to Second Amended and Restated Secured Credit Agreement dated as of April 9, 2010, and as further amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") among General Motors Holdings LLC (together with its successors and assigns, the "Borrower"), the guarantors party thereto (together with their successors and assigns, the "Guarantors") and The United States Department of the Treasury (the "Lender"). Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.

The Borrower has informed the Lender that it intends to (i) pay in full all of the outstanding Obligations under the Credit Agreement and the other Loan Documents, (ii) terminate the Obligations of the Borrower and the other Loan Parties under the Loan Documents and (iii) obtain the release of the Liens granted by the Borrower and the other Loan Parties to the Lender pursuant to any of the Loan Documents. On April 20, 2010, the Obligations will consist of the items, and are in the amounts, specified on *Schedule A* hereto (collectively, the "Payoff

Amount"). Based on the terms and subject to the conditions contained herein, including that this letter agreement shall have become effective as provided in *paragraph 4* below, the Lender agrees that the Payoff Amount shall constitute payment in full of all principal, interest, fees and other Obligations owed to the Lender under the Credit Agreement and the other Loan Documents.

1. Payment to Lender. On April 20, 2010, the Borrower shall pay to the Lender by wire transfer, in same day funds, the full amount of the Payoff Amount to the following account:

Bank: [redacted]
ABA: [redacted]
Account #: [redacted]
Beneficiary: [redacted]

If the Payoff Amount is received by the Lender after 3:00 p.m. (New York City time) on April 21, 2010, per diem interest in the amount of $909,373.89 shall be payable for each day after April 21, 2010 through the date of payment.

2. Termination and Release of Liens and Guaranties. The Lender agrees that, immediately upon the effectiveness of this letter agreement in accordance with *paragraph 4* below, (i) without further action required by any party, all Obligations shall be deemed paid and satisfied in full, and of no further force or effect and (ii) without further action required by any party, all guaranties, security interests and Liens held by or for the benefit of the Lender under the Loan Documents shall be terminated and released.

3. Further Assurances. The Lender agrees that at any time and from time to time following the effectiveness of this letter agreement in accordance with *paragraph 4* below, it will promptly execute and deliver to the Borrower all terminations and other instruments reasonably requested by the Borrower or any other Loan Party in order to release any and all interests the Lender may have in the assets of the Borrower or any of the Loan Parties pursuant to any of the Loan Documents; provided that such terminations and instruments are in form and substance reasonably satisfactory to the Lender and prepared and filed at the Borrower's expense. The Lender hereby authorizes the Borrower or any of the other Loan Parties from time to time following the effectiveness of this letter agreement in accordance with *paragraph 4* below to file termination statements and other instruments in form and substance reasonably satisfactory to the Lender in order to evidence the release granted hereby.

4. Effectiveness. This letter agreement shall be effective upon (i) each of the Borrower's and each Guarantor's written agreement to the terms and conditions hereof by signing in the appropriate space indicated below and (ii) receipt by the Lender on the date hereof of payment in full, in same day funds, of the Payoff Amount.

5. Surviving Obligations. Nothing in this letter shall be deemed to release the Borrower from the obligations under the Credit Agreement that, in accordance with the terms thereof, expressly survive the repayment in full and termination of the Obligations.

6. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS LETTER AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH.

7. Governing Law. This letter agreement and the rights and obligations of the parties hereto and thereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

8. Counterparts. This letter agreement may be executed in identical counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this letter by facsimile, "PDF" or other electronic transmission shall be effective as delivery of an original counterpart of this letter.

[*Signature page follows*]

Very truly yours,

THE UNITED STATES DEPARTMENT
OF THE TREASURY,
as the Lender

By:_____
Name: David N. Miller
Title: Acting Chief Investment Officer

The undersigned hereby jointly and severally acknowledge receipt of the foregoing letter agreement and hereby: (i) agree to and accept the terms thereof, and (ii) release the Lender from any and all obligations owing under or in connection with the Credit Agreement and the other Loan Documents.

***Borrower:***

GENERAL MOTORS HOLDINGS LLC

By: _____
Name: Niharika Ramdev
Title: Assistant Treasurer

***Guarantors:***

GENERAL MOTORS LLC

By: _____
Name: Niharika Ramdev
Title: Assistant Treasurer

GM SUBSYSTEMS MANUFACTURING, LLC
ONSTAR, LLC

By: 
Name: Barbara A. Lister-Tait
Title: Secretary

GM COMPONENTS HOLDINGS, LLC
GM GLOBAL STEERING HOLDINGS, LLC

By: Deanna Petkoff
Name: Deanna Petkoff
Title: Secretary

ANNUNCIATA CORPORATION
ARGONAUT HOLDINGS, INC.
GENERAL MOTORS ASIA PACIFIC HOLDINGS, LLC
GENERAL MOTORS ASIA, INC.
GENERAL MOTORS INTERNATIONAL HOLDINGS, INC.
GENERAL MOTORS OVERSEAS CORPORATION
GENERAL MOTORS OVERSEAS DISTRIBUTION CORPORATION
GENERAL MOTORS PRODUCT SERVICES, INC.
GENERAL MOTORS RESEARCH CORPORATION
GM APO HOLDINGS, LLC
GM EUROMETALS, INC.
GM FINANCE CO. HOLDINGS LLC
GM GLOBAL TECHNOLOGY OPERATIONS, INC.
GM GLOBAL TOOLING COMPANY, INC.
GM LAAM HOLDINGS, LLC
GM PREFERRED FINANCE CO. HOLDINGS LLC
GM TECHNOLOGIES, LLC
GM-DI LEASING CORPORATION
GMOC ADMINISTRATIVE SERVICES CORPORATION
GRAND POINTE HOLDINGS, INC.
RIVERFRONT HOLDINGS, INC.
RIVERFRONT HOLDINGS PHASE II, INC.

By: Deanna Petkoff
Name: Deanna Petkoff
Title: Assistant Secretary

GM GEFS L.P.
By: GM TECHNOLOGIES, LLC, its General Partner

By: Deanna Petkoff
Name: Deanna Petkoff
Title: Assistant Secretary

Schedule A

Payoff Amount

| OBLIGATION: | AMOUNT: |
|---|---|
| Principal: | $4,676,779,985.75 |
| Interest (accrued through April 21): | $8,184,364.98 |
| Total: | $4,684,964,350.73 |

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

**The United States Department of the Treasury**
**1500 Pennsylvania Avenue, N.W.**
**Washington, D.C. 20220**

April 20, 2010

Citibank, N.A.
Agency & Trust
388 Greenwich Street, 14th Floor
New York, NY 10013
Attn: Camille Tomao
Facsimile: (212) 657-2762

Re: Termination of Escrow Agreement

Ladies and Gentlemen:

Reference is hereby made to (i) that certain Deposit Agreement dated as of July 9, 2009 (as amended as of October 19, 2009, the "Escrow Agreement"; terms defined in the Escrow Agreement and not otherwise defined herein shall have the meanings given to them in the Escrow Agreement) among General Motors Holdings LLC (as assignee of General Motors LLC), as borrower ("Borrower"), The United States Department of the Treasury, as lender ("Lender"), and Citibank, N.A., as bank ("Bank"), concerning a deposit account number [redacted] and a securities account number [redacted] (the "Escrow Accounts"), and (ii) that certain GM Withdrawal Notice dated April 19, 2010 (the "GM Withdrawal Notice").

1. Termination of Escrow Agreement. Each of Borrower, Lender and Bank acknowledges and agrees that upon the wiring of the Reserve Funds to Lender pursuant to the instructions in paragraph A of the GM Withdrawal Notice (i) the Escrow Agreement shall be terminated and of no further force or effect and (ii) Borrower shall have the sole right to give all directions with respect to each of the Escrow Accounts, including, without limitation, instructions to disburse the Reserve Funds as directed by Borrower from time to time.

2. Governing Law. This Notice shall be governed by and construed in accordance with the laws of the State of New York.

3. Counterparts. This Notice may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

[Signature Pages Follow]

Very truly yours,

THE UNITED STATES DEPARTMENT OF THE TREASURY

By: _____
Name: Thomas A. Coleman
Title: Financial Agent Analyst

ACKNOWLEDGED and AGREED
as of the date first written above:

GENERAL MOTORS HOLDINGS LLC

By: _____
Name: Niharika Ramdev
Title: Assistant Treasurer

CITIBANK, N.A.

By: _____
Name:
Title: CAMILLE TOMAO
Director

**GENERAL MOTORS HOLDINGS LLC**
**300 Renaissance Center**
**Detroit, Michigan 48265-3000**

July 8, 2010

The United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Secured Credit Agreement, dated as of August 12, 2009 (as amended prior to the date hereof, the "Credit Agreement"), among General Motors Holdings LLC (together with its successors and assigns, the "Borrower"), the guarantors party thereto and The United States Department of the Treasury (the "Lender"). Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees that on or before August 31, 2010, the Borrower shall amend its policy on lobbying, governmental ethics and political activity with respect to Governmental Authorities in the United States (the "U.S. Lobbying Policy") to comply with the requirements set forth in the immediately following paragraph of this letter agreement, distribute the U.S. Lobbying Policy (as so amended) to all of the employees of the Borrower and its Subsidiaries involved in any such activity and all lobbying firms involved in any such activity on behalf of the Borrower and its Subsidiaries, and implement and until the Expiration Date (as defined below) maintain the U.S. Lobbying Policy in accordance with this letter agreement. Any further material amendments to the U.S. Lobbying Policy shall require the prior written consent of the Lender, and any material deviations from the U.S. Lobbying Policy, whether in contravention thereof or pursuant to waiver provided for thereunder, shall promptly be reported to the Lender.

The U.S. Lobbying Policy shall, at a minimum: (a) require compliance with all Requirements of Law; (b) apply to the Borrower, the Subsidiaries of the Borrower and affiliated foundations; (c) govern (i) provision of items of value to any government officials; (ii) lobbying and (iii) political activities and contributions; and (d) provide for (i) internal reporting and oversight and (ii) mechanisms for addressing non-compliance with the policy.

Further, the Borrower's obligations under Sections 5.2 and 5.16(b) of the Credit Agreement shall be fully satisfied by its compliance with the Compensation Regulations and continued adherence to the internal controls and recordkeeping requirements of Section 5.20 of the Credit Agreement.

The Borrower's obligations under this letter agreement shall terminate upon the earlier to occur of (a) the Exceptional Financial Assistance Termination Date and (b) the termination of the Relevant Period (the "Expiration Date").

THIS LETTER AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY RULE OF CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THAT WOULD RESULT IN THE APPLICATION

OF THE SUBSTANTIVE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. NOTHING IN THIS LETTER AGREEMENT SHALL REQUIRE ANY UNLAWFUL ACTION OR INACTION BY EITHER PARTY.

This letter agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this letter agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. This letter sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings.

No amendment, modification, termination, or waiver of any provision hereof, nor consent to any departure by any party herefrom, shall in any event be effective unless the same shall be in writing and signed by each party hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS LETTER AGREEMENT OR ANY OTHER DOCUMENT RELATED HERETO.

[*Signature Pages Follow*]

Very truly yours,

**GENERAL MOTORS HOLDINGS LLC**

By: 
Name: Niharika Ramdev
Title: Assistant Treasurer

ACCEPTED AND AGREED
as of the date first written above:

**THE UNITED STATES DEPARTMENT OF THE TREASURY**

By: _____
Name: David N. Miller
Title: Chief Investment Officer

**GENERAL MOTORS HOLDINGS LLC**
**300 Renaissance Center**
**Detroit, Michigan 48265-3000**

September 22, 2010

The United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Secured Credit Agreement, dated as of August 12, 2009 (as amended prior to the date hereof, the "Credit Agreement"), among General Motors Holdings LLC (together with its successors and assigns, the "Borrower"), the guarantors party thereto and The United States Department of the Treasury (the "Lender"). Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender agree to delete Section 5.27 of the Credit Agreement in its entirety and replace it with the following:

> "5.27. Vitality Commitment. (a) Taking note of the production commitments provided to the Canadian Lender and/or the Governments of Canada and Ontario, the Borrower agrees to use its commercially reasonable best efforts to ensure that the volume of manufacturing conducted in the United States is consistent with at least 90% of the Projected Manufacturing Level (as defined below), absent a material adverse change in its business or operating environment which would make the commitment outlined herein non-economic. In the event that such a material adverse change occurs, the Borrower agrees to use its commercially reasonable best efforts to ensure that the volume of United States manufacturing is the minimum variance from the Projected Manufacturing Level that is consistent with good business judgment and the intent of the commitment.
>
> (b) For the avoidance of doubt, the Borrower and the Lender acknowledge and agree that the "Projected Manufacturing Level" was envisioned to be (i) 1,801,000 units for 2010, (ii) 1,934,000 units for 2011, (iii) 1,998,000 units for 2012, (iv) 2,156,000 units for 2013, and (v) 2,260,000 units for 2014.
>
> (c) The commitment set forth in Section 5.27(a) will remain in effect until the later of December 31, 2014 and the date on which all of its Loans from the Treasury have been repaid, provided that, in the event the Treasury has received total proceeds from debt repayments, dividends, interest, preferred stock redemptions and common stock sales equal to the total dollar amount of all Treasury invested capital, then the commitments outlined herein shall no longer be in force."

Additionally, in accordance with Section 5.17 of the Credit Agreement, the Borrower previously divested its interests in private passenger aircraft. The Borrower now intends to acquire AmeriCredit Corp., a Texas corporation ("AmeriCredit"). AmeriCredit is the owner of an airplane, which the Borrower intends for AmeriCredit to sell following the acquisition. The Borrower agrees that the AmeriCredit airplane will not be flown after the acquisition, except (a)

as may be reasonably required for crew training, maintenance or sale purposes or (b) pursuant to an aircraft lease agreement among AmeriCredit and the named lessee party thereto (excluding any lessee party that is or will be a present or future affiliate, director, officer, employee, member, manager or partner of the Borrower or AmeriCredit) that has been properly filed with the Federal Aviation Administration. The Borrower agrees to maintain appropriate records of such flights in accordance with Section 5.20 of the Credit Agreement. The Lender acknowledges the Borrower's intention to cause the sale of the AmeriCredit airplane following the Borrower's acquisition of AmeriCredit, and agrees that no Default or Event of Default shall be deemed to have occurred under the Credit Agreement, including Section 5.17, so long as the sale of the airplane takes place within six (6) months after the Borrower's acquisition of AmeriCredit. If the airplane remains unsold after the expiration of such six (6) month period, the timeframe in the previous sentence will be extended on a month-to-month basis so long as the Borrower is using commercially reasonable efforts to sell the airplane and provides a written notice to the Lender describing such efforts five (5) Business Days prior to the expiration of the end of any period. The Borrower's obligations under this paragraph shall terminate upon the earlier to occur of (a) the Exceptional Financial Assistance Termination Date and (b) the termination of the Relevant Period (the "Expiration Date").

THIS LETTER AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY RULE OF CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THAT WOULD RESULT IN THE APPLICATION OF THE SUBSTANTIVE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. NOTHING IN THIS LETTER AGREEMENT SHALL REQUIRE ANY UNLAWFUL ACTION OR INACTION BY EITHER PARTY.

This letter agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this letter agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. This letter sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings.

No amendment, modification, termination, or waiver of any provision hereof, nor consent to any departure by any party herefrom, shall in any event be effective unless the same shall be in writing and signed by each party hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS LETTER AGREEMENT OR ANY OTHER DOCUMENT RELATED HERETO.

[*Signature Pages Follow*]

Very truly yours,

**GENERAL MOTORS HOLDINGS LLC**

By: _____
Name: Niharika Ramdev
Title: Assistant Treasurer

ACCEPTED AND AGREED
as of the date first written above:

**THE UNITED STATES DEPARTMENT OF THE TREASURY**

By: _____
Name: David N. Miller
Title: Chief Investment Officer