

EXHIBIT D
SUPPLEMENTAL AGREEMENT
(SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN)

-(A) - = Signing Date of New CBA
-(B) - = Effective Date of New CBA

RF 10-23-15
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D, Sect. 1

**SUPPLEMENTAL AGREEMENT
SUPPLEMENTAL
UNEMPLOYMENT BENEFIT PLAN**

On this ~~September 16, 2011~~ - (A)-, General Motors LLC, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, hereinafter referred to as the Union, on behalf of the Employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part agree as follows:

Section 1. Continuation and Amendment of Plan

The Company maintains this Plan on behalf of itself and certain of its domestic subsidiaries that are approved by the Company Board of Managers for inclusion and as specifically identified on Appendix A to this Plan.

(a) This Agreement shall become effective on the first Monday immediately following the effective date of the Collective Bargaining Agreement of which this Agreement is a part.

(b) The Supplemental Unemployment Benefit Plan which was attached as Exhibit D-1 to the Supplemental Agreement (Supplemental Unemployment Benefit Plan) between the parties dated ~~September 26, 2007~~ September 16, 2011, shall be amended effective as of ~~October 3, 2011~~ - (B)-, except as otherwise specified in this Agreement and the Plan and maintained by the Company as amended for the duration of the Collective Bargaining Agreement of which this Agreement is a part subject to the terms and conditions of the Supplemental Unemployment Benefit Plan attached to this Agreement as Exhibit D-1.

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D, Sect. 1(c)

(c) Provision for payment of Benefits and Separation Payments under the Supplemental Unemployment Benefit Plan which was attached as Exhibit D-1 to the ~~2007~~ 2011 Supplemental Agreement (Supplemental Unemployment Benefit Plan) between the parties dated ~~September 26, 2007~~ September 16, 2011, shall continue in full force and effect in accordance with the conditions, provisions, and limitations of such Supplemental Unemployment Benefit Plan, as constituted, for Weeks prior to ~~October 3, 2011~~ - (B)-. Benefits or Separation Payments paid or payable (or denied) under the Supplemental Unemployment Benefit Plan for Weeks commencing on or after the effective date of this Agreement shall reflect amendments to the Supplemental Unemployment Benefit Plan which are provided for in Section 1 of this Agreement and incorporated in Exhibit D-1 hereof. In the event revisions in the Plan are made in accordance with subsection 5(d) of this Agreement which require adjustments of payments of Benefits and Separation Payments made previously under the Plan incorporated in Exhibit D-1 hereof, such adjustments will be made within a reasonable time. No such adjustments (or payment) will be made in Benefits for Weeks commencing prior to, or in Separation Payments paid prior to, the effective date of this Agreement.

**Section 2. Termination of Plan prior to
Expiration Date**

In the event that the Plan shall be terminated in accordance with its terms prior to the expiration date of this Agreement so that the Company's obligation to contribute to the Plan shall cease entirely, the parties thereupon shall negotiate for a period of 60 days from the date of such termination with respect to the use which shall be made of the money which the Company otherwise would be obligated to contribute under the

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Plan; if no agreement with respect thereto shall be reached at the end of such period, there shall be a general wage increase in the amount of the basic contribution rate then in effect, but not less than 22¢ per hour to all hourly-rate employees then covered by the Collective Bargaining Agreement which shall be applied to the base rates and incentive rates, as the case may be, in the same manner that the general increase is made applicable under Paragraph 101(c) of the Collective Bargaining Agreement, and effective as of the date of such termination.

Section 3. Obligations During Term of Agreement

During the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to the Plan, or this Agreement; or be required to bargain with respect to any provision or interpretation of the Plan or this Agreement, and during such period no change in, deletion from, or addition to any provision, or interpretation, of the Plan or this Agreement, nor any dispute or difference arising in any negotiations pursuant to Section 2 of this Agreement, shall be an objective of, or a reason or cause for, any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing, or other exercise of economic force, or threat thereof, by the Union or the Company.

Section 4. Term of Agreement: Notice to Modify or Terminate

This Agreement and Plan shall remain in full force and effect without change until the termination of the Collective Bargaining Agreement of which this is a part.

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Section 5. Governmental Rulings

(a) The amendments to the Plan provided for in Section 1 of this Agreement and incorporated in Exhibit D-1 hereof and which shall be implemented for Weeks beginning on or after the effective date of this Agreement shall be subject to subsequent receipt by the Company of rulings satisfactory to the Company, if such rulings are deemed necessary by the Company, from the United States Internal Revenue Service and the United States Department of Labor holding that such amendments will not have any adverse effect upon the favorable rulings previously received by the Company that:

(1) contributions to the Fund established pursuant to the Plan constitute a currently deductible expense under the Internal Revenue Code, as now in effect, or under any other applicable federal tax law; and

(2) the Fund under the Plan qualifies for exemption from Federal income tax under Section 501(c) of the Internal Revenue Code; and

(3) contributions by the Company to the Fund are not treated as "wages" for purposes of the Federal Unemployment Tax, the Federal Insurance Contributions Act Tax, or Collection of Income Tax at Source on Wages, under Subtitle C of the Internal Revenue Code; and

(4) no part of any such contributions or of any payments made by the Company under the Plan are included for purposes of the Fair Labor Standards Act in the regular rate of any Employee:

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D, Sect. 5,(a)(4)

provided, however, that if the rulings referred to in this subsection (a) are unfavorable, and are unfavorable because of provisions of the Plan, as amended, regarding Automatic Short Week Benefits, this fact shall not delay the effective date of the other amendments to the Plan.

(b) In the event that any ruling described in subsection (a) above as to the provisions of the Plan, as amended, regarding Automatic Short Week Benefits is not obtained, or having been obtained shall be revoked or modified so as to be no longer satisfactory to the Company; or in the event that any state, by legislation or by administrative ruling or court decision, in the opinion of the Company: (i) does not permit Supplementation solely because of the provisions of the Plan, as amended, regarding Automatic Short Week Benefits, or (ii) in determining State System waiting week credit or benefits for a week, fails to treat as wages or remuneration, as defined in the law of the applicable State System, the amount of any Automatic Short Week Benefit paid for a Week which has one or more days in common with such State System week; or (iii) permits an Employee to start a waiting week or a benefit week under the law of the State System within a Week for which the Employee's Compensated or Available Hours, plus the hours for which an Automatic Short Week Benefit was paid to the Employee, total at least 40; then, but in the latter cases only with respect to Employees in such state:

(1) the Supplemental Unemployment Benefit Plan shall be amended to delete such provisions of the Plan which are the subject of such ruling, legislation, or court decision;

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D, Sect. 5,(b)(2)

(2) Automatic Short Week Benefits which would have been payable in accordance with such deleted provisions of the Plan shall be provided under a separate plan or plans incorporating as closely as possible the same terms as the deleted provisions;

(3) Automatic Short Week Benefits which may become payable under such separate plan or plans shall be paid by the Company.

(c) If considered necessary, the Company shall apply promptly to the appropriate agencies for the rulings described in subsection (a) of this Section.

(d) Notwithstanding any other provisions of this Agreement or the Plan, the Company, with the consent of the Director of the General Motors Department of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or maintain any of the rulings referred to in subsection (a) of this Section 5. Any such revisions shall adhere as closely as possible to the language and intent of provisions outlined in Exhibit D-1.

Section 6. Recovery of Benefit Overpayments

If it is determined that any benefit(s) paid to an Employee under a General Motors benefit plan incorporated under the ~~GM-UAW-GM~~ National Agreement or any Exhibits thereto, should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such Employee and the Employee shall repay the amount of the overpayment.

If the Employee fails to repay such amount of overpayment promptly, the Company, on behalf of the applicable benefit plan, shall recover the amount of

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D, Sect. 6

such overpayment immediately from any monies then payable, or which may become payable, to the Employee in the form of wages or benefits payable under a General Motors benefit plan (excluding The General Motors Hourly-Rate Employees Pension Plan) incorporated under the ~~GM-UAW-GM~~ National Agreement or any Exhibits thereto.

Section 7. ~~Entry Level~~In-Progression Employees

Individuals hired on or after September 15, 2007, designated as "~~Entry Level~~" "In-Progression" employees, as defined in the ~~2007~~2015 UAW-GM National Agreement, will be eligible for benefits as set forth in the provisions of the Memorandum of Understanding, UAW-GM ~~Entry Level Wage & Benefit Agreement~~, for Employees In-Progression, provided in the ~~2007~~2015 National Agreement.

Section 8. Duration of Agreement

In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

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INTERNATIONAL GENERAL MOTORS

UNION, UAW

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**EXHIBIT D-1
SUPPLEMENTAL
UNEMPLOYMENT BENEFIT
PLAN**

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Art. I

**ARTICLE I
ELIGIBILITY OF BENEFITS**

**Section 1. Eligibility for a Regular Benefit and a
Transition Support Program Benefit**

An Employee shall be eligible for a Regular Benefit or a Transition Support Program Benefit for any Week beginning on or after the effective date of this Plan, if with respect to such Week the Employee:

(a) was on a qualifying layoff, as described in Section 3 of this Article, for all or part of the Week.

Traditional Employees placed on a qualifying, indefinite layoff shall be eligible for Regular Benefits or Transition Support Program Benefits based on durations described in Article III, Section 1.

~~Entry Level~~In-Progression employees placed on a qualifying, indefinite layoff shall be eligible for Regular Benefits based on durations described in Article III, Section 1.

(b) received a State System Benefit not currently under protest by the Company or was ineligible for a State System Benefit only for one or more of the following reasons:

(1) the Employee did not have prior to layoff a sufficient period of employment or earnings covered by the State System;

(2) exhaustion of State System Benefit rights;

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Art. I, 1(b)(3)(i)

(3) (i) except in New York State, the amount of pay from the Company and from any other employer(s) plus the amount of unearned pay applicable to hours of work made available by the Company but not worked for the Week equaled or exceeded the amount which disqualifies the Employee for a State System Benefit or "waiting week" credit; and

(ii) in New York State only, the amount of pay from the Company and from any other employer(s) equaled or exceeded the amount which disqualifies the Employee for a State System Benefit or "waiting week" credit; or the number of days within the Week during which the Employee worked (for the Company and for any other employer(s)) plus the number of other days within the Week during which work was made available by the Company but not worked, was 4 or more; or

(iii) because the Employee was employed full time by an employer, other than the Company;

(4) the Employee was serving a State System "waiting week" while temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement; provided, however, that this item (4) shall not apply to model change, plant rearrangement or inventory layoffs;

(5) the Employee was on a qualifying layoff and the Week served was a "waiting week" under the State System.

(6) the Employee refused a Company work offer which the Employee had an option to refuse under a Local Seniority Agreement or which the Employee could refuse without disqualification under Section 3(b)(3) of this Article;

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Art. I, 1(b)(7)

(7) the Employee was on layoff because the Employee was unable to do work offered by the Company while able to do other work in the Plant to which the Employee would have been entitled if the Employee had had sufficient seniority;

(8) the Employee failed to claim a State System Benefit and the Employee's pay received or receivable from the Company for the Week was less than the amount which disqualifies the Employee for a State System Benefit but was not less than such amount minus \$2;

(9) the Employee was receiving pay for military service with respect to a period following release from active duty therein; or was on short term active duty of 30 days or less, for required military training, in a National Guard, Reserve or similar unit or was on short term active duty of 30 days or less because the Employee was called to active service in the National Guard by state or federal authorities in case of public emergency;

(10) the Employee was entitled to retirement or disability benefits which the Employee received or could have received while working full time;

(11) the Employee was denied a State System Benefit and it is determined that, under the circumstances, it would be contrary to the intent of the Plan to deny the Employee a Benefit; or

(12) because of disciplinary reasons or for any of the circumstances set forth under Section 3(b)(2)(i) or Section 3(b)(4) of this Article which existed during only part of a week of unemployment under the applicable State System.

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Art. I, 1(c)

(c) has met any registration and reporting requirements of an employment office of the applicable State System, except that this subsection does not apply to an Employee (i) who was ineligible for a State System Benefit or "waiting week" credit for the Week only because of the Employee's period of work or amount of pay; (ii) who failed to claim a State System Benefit when Company pay was less than the amount which disqualifies the Employee for a State System Benefit but was not less than such amount minus \$2; or (iii) who was ineligible for a State System Benefit because the Employee was on short term active duty of 30 days or less, for required military training, in a National Guard, Reserve or similar unit, or was on short term active duty of 30 days or less because the Employee was called to active service in the National Guard by state or federal authorities in case of public emergency; as specified, respectively in items (3), (8), and (9) of subsection 1(b) above;

(d) had at least 1 Year of Seniority as of the Employee's last day worked prior to qualifying layoff;

(e) did not receive an unemployment benefit under any contract or program of another employer or under any other "SUB" plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom the Employee has greater seniority than with the Company);

(f) was not eligible for an Automatic Short Week Benefit;

(g) qualifies for a Benefit of at least \$2;

(h) has made a Benefit application in accordance with procedures established by the Company hereunder and, if ineligible for a State System Benefit only for the reason set forth in item (2) of subsection 1(b) of this

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Art. I, 1(h)

Article, is able to work, is available for work, and has not failed (i) to maintain an active registration for work with the state employment service, (ii) to do what a reasonable person would do to obtain work and (iii) to apply for or to accept available suitable work of which the Employee has been notified by the employment service or by the Company.

Section 2. Eligibility for an Automatic Short Week Benefit

(a) An Employee shall be eligible for an Automatic Short Week Benefit for any Week beginning on or after the effective date of this Plan, if:

(1) during such Week the Employee had less than 40 Compensated or Available Hours and

(i) performed some work for the Company, or

(ii) for such Week received some jury duty pay, bereavement pay or military pay from the Company, or

(iii) for such Week, received only holiday pay from the Company and, for the immediately preceding Week, either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours;

(2) the Employee had at least 1 Year of Seniority as of the last day of the Week (or during some part of such Week had at least 1 Year of Seniority and broke Seniority by reason of death or retirement under the provisions of the General Motors Hourly-Rate Employees Pension Plan);

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Art. I, 2(a)(3)

(3) the Employee was on a qualifying layoff, as described in Section 3 of this Article, for some part of the Week, or was ineligible as defined under the Collective Bargaining Agreement for pay from the Company for all or part of a period of jury duty, bereavement or short term active duty of 30 days or less because the Employee was called to active service in the National Guard by state or federal authorities in case of public emergency during the Week and during all or part of such period the Employee would otherwise have been on qualifying layoff under this Plan.

(b) No application for an Automatic Short Week Benefit will be required of an Employee. However, if an Employee believes an Automatic Short Week Benefit is payable for a Week and such Employee does not receive a Benefit on the date when such Benefits for such Week are paid, the Employee may file written application therefore within 60 calendar days after such date. In case the Employee worked in more than one Plant in the Week, the Employee may apply at the Plant at which the Employee last worked.

(c) An Automatic Short Week Benefit payable for a Week shall be in lieu of any other Benefit under the Plan for that Week.

Section 3. Conditions With Respect to Layoff

(a) A layoff for the purposes of this Plan includes any layoff resulting from a reduction in force or temporary layoff, or from the discontinuance of a Plant or operation, or a layoff occurring or continuing because the Employee was unable to do the work offered by the Company although able to perform other work in the Plant to which the Employee would have been entitled if the Employee had had sufficient Seniority.

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Art. I, 3(b)

(b) An Employee's layoff for all or part of any Week will be deemed qualifying for Plan purposes only if:

(1) such layoff was from the Bargaining Unit;

(2) such layoff was not for disciplinary reasons, and was not a consequence of:

(i) any strike, slowdown, work stoppage, picketing (whether or not by Employees), or concerted action, at a Company Plant or Plants, or any dispute of any kind involving Employees or other persons employed by the Company and represented by the Union whether at a Company Plant or Plants or elsewhere,

(ii) any fault attributable to the Employee,

(iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith),

(iv) sabotage (including but not limited to arson) or insurrection, or

(v) any act of God; provided, however, this subsection (v) shall not apply to any Short Work Week or to the first 2 consecutive full Weeks of layoff for which a Regular Benefit is payable in any period of layoff resulting from such cause;

(3) with respect to such Week, or any prior Week during the Employee's same continuous period of layoff from the Company, the Employee did not refuse to accept work when recalled pursuant to the Collective Bargaining Agreement and did not refuse an offer by the Company of other available work in the same Plant (or at another Plant in the same labor market area as

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Art I, 3(b)(3)

defined in the Collective Bargaining Agreement) which the Employee had (or would have had) no option to refuse under the Local Seniority Agreement(s) of the Bargaining Unit(s) in which the Employee had Seniority, or did not refuse or fail to appear for a Company employment interview or related physical examination (unless with advance notice of Good Cause). If the offer of work or refusal or failure to appear for a Company employment interview or related physical examination occurred within the Employee's Appendix A-Area Hire area and was during the first 4 full Weeks of layoff, any disqualification for Benefits will apply only to the Week with respect to which the Employee refused the Company job offer and will not apply to a refusal or failure to appear for such interview or physical examination.

However, refusal by skilled Tool and Die, Maintenance and Construction or Power House Employees or apprentices of work other than work in Tool Room Departments, Maintenance Departments and Power House Departments, respectively, shall not result in ineligibility for a Benefit;

(4) with respect to such Week the Employee was not eligible for and was not claiming:

(i) any statutory or Company accident or sickness or any other disability benefit (except a benefit which the Employee received or could have received while working full time, and except a lost time benefit which the Employee received under a Workers' Compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a sickness and accident or other disability benefit under the Life and Disability Benefits Program); or

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Art. I, 3(b)(4)(ii)

(ii) any Company pension or retirement benefit and

(5) with respect to such Week the Employee was not in military service (other than short term active duty of 30 days or less, including required military training, in a National Guard, Reserve or similar unit) or on a military leave.

(c) If an Employee is on short term active duty of 30 days or less, for required military training, in a National Guard, Reserve or similar unit and is ineligible under the Collective Bargaining Agreement for pay from the Company for all or part of such period solely because the Employee would be on a qualifying layoff but for such active duty, the Employee will be deemed to be on a qualifying layoff, for the determination of eligibility for not more than two Regular Benefits in a calendar year, provided, however, that this two Regular Benefit limitation shall not apply to short term active duty of 30 days or less because the Employee was called to active service in the National Guard by state or federal authorities in case of public emergency.

(d) If, with respect to some but not all of the Employee's regular work days in a Week, an Employee is ineligible for a Benefit by reason of subparagraph (b)(2) or (b)(4) of this Section (and is otherwise eligible for a Benefit), or if, with respect to some but not all of the Employee's days of qualifying layoff in a Week, the Employee is eligible for a Leveling Week Benefit, the Employee will be entitled to a reduced Benefit payment as provided in Section 1(b) of Article II.

(e) If an Employee on a qualifying layoff does not file an application for "Area Hire" under the provisions of Appendix A of the Collective Bargaining Agreement, the Plant shall place the Employee's name on the "Area Hire List" as of the Monday immediately

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Art. I, 3(e)

following the Employee's 4th consecutive full Week of layoff from the Company. If, while on such "Area Hire List", the Employee refuses a Company job offer or employment interview/physical examination with what is determined by the Company to be advance notice of Good Cause (as provided under Section 3(b)(3) of this Article), the Employee will be retained on the "Area Hire List".

(f) If an Employee enters the Armed Services of the United States directly from the employ of the Company, the Employee shall while in such service be deemed, for purposes of the Plan, to be on leave of absence and shall not be entitled to any Benefit. This Section shall not affect the payment of Benefits to any Employee referred to in Section 3(c) of Article I.

(g) An Employee who attempts to return to work from sick leave of absence or military leave on or after the effective date of this Plan and for whom there is no work available in line with the Employee's Seniority and who is placed on layoff status, shall be deemed to have been "at work" on or after the effective date of this Plan.

(h) If, with respect to a Week, or with respect to any prior Week during the Employee's same continuous period of layoff from the Company, the Employee willfully misrepresents any material fact in connection with the Employee's application for Benefits under the Plan, the Employee shall be disqualified for Benefits for all Weeks of layoff thereafter during the same continuous period of layoff from the Company.

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Art I, 4

Section 4. Disputed Claims for State System Benefits

(a) With respect to any Week for which an Employee has applied for a Benefit and for which the Employee:

(1) has been denied a State System Benefit, and the denial is being protested by the Employee through the procedure provided therefor under the State System, or

(2) has received a State System Benefit, payment of which is being protested by the Company through the procedure provided therefor under the State System a such protest has not, upon appeal, been held by the Board to be frivolous, and the Employee is eligible to receive a Benefit under the Plan except for such denial, or protest, the payment of such Benefit shall be suspended until such dispute shall have been determined.

(b) If the dispute shall be finally determined in favor of the Employee, the Benefit shall be paid to the Employee.

ARTICLE II AMOUNT OF BENEFITS

Section 1. Regular Benefits and Transition Support Program Benefits

(a) The Regular Benefit payable to an eligible Employee for any full Week beginning on or after the effective date of this Plan shall be an amount which, when added to the Employee's State Benefit and Other Compensation, will equal, on average, the amount outlined in the Regular Benefit Table provided. Such

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Art. II, 1(a)

Benefit shall not exceed \$200 for any Week with respect to which the Employee is not receiving State System Benefits because of a reason listed in item (2) or (6) of Section 1(b) of Article I and is laid off or continues on layoff by reason of having refused to accept work when recalled pursuant to the Collective Bargaining Agreement or having refused an offer by the Company of other available work at the same Plant or at another Plant in the same labor market area (as defined in Section 3(b)(3) of Article I); except that refusal by skilled Tool and Die, Maintenance and Construction or Power House Employees or apprentices of work other than work in Tool Room Departments, Maintenance Departments and Power House Departments, respectively, shall not result in the application of the maximum provided for in this paragraph.

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Art. II, 1(a)

Regular Benefit Table			Regular SUBenefit*		
Base Hourly Wage					
Under		\$ 14.30			\$ 423.28
\$ 14.31	-	\$ 14.50	\$ 423.58	-	\$ 429.20
\$ 14.51	-	\$ 14.70	\$ 429.50	-	\$ 435.12
\$ 14.71	-	\$ 14.90	\$ 435.42	-	\$ 441.04
\$ 14.91	-	\$ 15.10	\$ 441.34	-	\$ 446.96
\$ 15.11	-	\$ 15.30	\$ 447.26	-	\$ 452.88
\$ 15.31	-	\$ 15.50	\$ 453.18	-	\$ 458.80
\$ 15.51	-	\$ 15.70	\$ 459.10	-	\$ 464.72
\$ 15.71	-	\$ 15.90	\$ 465.02	-	\$ 470.64
\$ 15.91	-	\$ 16.10	\$ 470.94	-	\$ 476.56
\$ 16.11	-	\$ 16.30	\$ 476.86	-	\$ 482.48
\$ 16.31	-	\$ 16.50	\$ 482.78	-	\$ 488.40
\$ 16.51	-	\$ 16.70	\$ 488.70	-	\$ 494.32
\$ 16.71	-	\$ 16.90	\$ 494.62	-	\$ 500.24
\$ 16.91	-	\$ 17.10	\$ 500.54	-	\$ 506.16
\$ 17.11	-	\$ 17.30	\$ 506.46	-	\$ 512.08
\$ 17.31	-	\$ 17.50	\$ 512.38	-	\$ 518.00
\$ 17.51	-	\$ 17.70	\$ 518.30	-	\$ 523.92
\$ 17.71	-	\$ 17.90	\$ 524.22	-	\$ 529.84
\$ 17.91	-	\$ 18.10	\$ 530.14	-	\$ 535.76
\$ 18.11	-	\$ 18.30	\$ 536.06	-	\$ 541.68
\$ 18.31	-	\$ 18.50	\$ 541.98	-	\$ 547.60
\$ 18.51	-	\$ 18.70	\$ 547.90	-	\$ 553.52
\$ 18.71	-	\$ 18.90	\$ 553.82	-	\$ 559.44
\$ 18.91	-	\$ 19.10	\$ 559.74	-	\$ 565.36
\$ 19.11	-	\$ 19.30	\$ 565.66	-	\$ 571.28
\$ 19.31	-	\$ 19.50	\$ 571.58	-	\$ 577.20
\$ 19.51	-	\$ 19.70	\$ 577.50	-	\$ 583.12
\$ 19.71	-	\$ 19.90	\$ 583.42	-	\$ 589.04
\$ 19.91	-	\$ 20.10	\$ 589.34	-	\$ 594.96
\$ 20.11	-	\$ 20.30	\$ 595.26	-	\$ 600.88
\$ 20.31	-	\$ 20.50	\$ 601.18	-	\$ 606.80
\$ 20.51	-	\$ 20.70	\$ 607.10	-	\$ 612.72
\$ 20.71	-	\$ 20.90	\$ 613.02	-	\$ 618.64
\$ 20.91	-	\$ 21.10	\$ 618.94	-	\$ 624.56
\$ 21.11	-	\$ 21.30	\$ 624.86	-	\$ 630.48
\$ 21.31	-	\$ 21.50	\$ 630.78	-	\$ 636.40
\$ 21.51	-	\$ 21.70	\$ 636.70	-	\$ 642.32
\$ 21.71	-	\$ 21.90	\$ 642.62	-	\$ 648.24
\$ 21.91	-	\$ 22.10	\$ 648.54	-	\$ 654.16
\$ 22.11	-	\$ 22.30	\$ 654.46	-	\$ 660.08
\$ 22.31	-	\$ 22.50	\$ 660.38	-	\$ 666.00
\$ 22.51	-	\$ 22.70	\$ 666.30	-	\$ 671.92
\$ 22.71	-	\$ 22.90	\$ 672.22	-	\$ 677.84
\$ 22.91	-	\$ 23.10	\$ 678.14	-	\$ 683.76
\$ 23.11	-	\$ 23.30	\$ 684.06	-	\$ 689.68

*Prorated for incremental amounts on the basis of the Employee's highest wage rate in the previous 13 weeks

Art. II, 1(a)

Regular Benefit Table

Base Hourly Wage

Regular SUBenefit*

\$ 23.31	-	\$ 23.50	\$ 689.98	-	\$ 695.60
\$ 23.51	-	\$ 23.70	\$ 695.90	-	\$ 701.52
\$ 23.71	-	\$ 23.90	\$ 701.82	-	\$ 707.44
\$ 23.91	-	\$ 24.10	\$ 707.74	-	\$ 713.36
\$ 24.11	-	\$ 24.30	\$ 713.66	-	\$ 719.28
\$ 24.31	-	\$ 24.50	\$ 719.58	-	\$ 725.20
\$ 24.51	-	\$ 24.70	\$ 725.50	-	\$ 731.12
\$ 24.71	-	\$ 24.90	\$ 731.42	-	\$ 737.04
\$ 24.91	-	\$ 25.10	\$ 737.34	-	\$ 742.96
\$ 25.11	-	\$ 25.30	\$ 743.26	-	\$ 748.88
\$ 25.31	-	\$ 25.50	\$ 749.18	-	\$ 754.80
\$ 25.51	-	\$ 25.70	\$ 755.10	-	\$ 760.72
\$ 25.71	-	\$ 25.90	\$ 761.02	-	\$ 766.64
\$ 25.91	-	\$ 26.10	\$ 766.94	-	\$ 772.56
\$ 26.11	-	\$ 26.30	\$ 772.86	-	\$ 778.48
\$ 26.31	-	\$ 26.50	\$ 778.78	-	\$ 784.40
\$ 26.51	-	\$ 26.70	\$ 784.70	-	\$ 790.32
\$ 26.71	-	\$ 26.90	\$ 790.62	-	\$ 796.24
\$ 26.91	-	\$ 27.10	\$ 796.54	-	\$ 802.16
\$ 27.11	-	\$ 27.30	\$ 802.46	-	\$ 808.08
\$ 27.31	-	\$ 27.50	\$ 808.38	-	\$ 814.00
\$ 27.51	-	\$ 27.70	\$ 814.30	-	\$ 819.92
\$ 27.71	-	\$ 27.90	\$ 820.22	-	\$ 825.84
\$ 27.91	-	\$ 28.10	\$ 826.14	-	\$ 831.76
\$ 28.11	-	\$ 28.30	\$ 832.06	-	\$ 837.68
\$ 28.31	-	\$ 28.50	\$ 837.98	-	\$ 843.60
\$ 28.51	-	\$ 28.70	\$ 843.90	-	\$ 849.52
\$ 28.71	-	\$ 28.90	\$ 849.82	-	\$ 855.44
\$ 28.91	-	\$ 29.10	\$ 855.74	-	\$ 861.36
\$ 29.11	-	\$ 29.30	\$ 861.66	-	\$ 867.28
\$ 29.31	-	\$ 29.50	\$ 867.58	-	\$ 873.20
\$ 29.51	-	\$ 29.70	\$ 873.50	-	\$ 879.12
\$ 29.71	-	\$ 29.90	\$ 879.42	-	\$ 885.04
\$ 29.91	-	\$ 30.10	\$ 885.34	-	\$ 890.96
\$ 30.11	-	\$ 30.30	\$ 891.26	-	\$ 896.88
\$ 30.31	-	\$ 30.50	\$ 897.18	-	\$ 902.80
\$ 30.51	-	\$ 30.70	\$ 903.10	-	\$ 908.72
\$ 30.71	-	\$ 30.90	\$ 909.02	-	\$ 914.64
\$ 30.91	-	\$ 31.10	\$ 914.94	-	\$ 920.56
\$ 31.11	-	\$ 31.30	\$ 920.86	-	\$ 926.48
\$ 31.31	-	\$ 31.50	\$ 926.78	-	\$ 932.40
\$ 31.51	-	\$ 31.70	\$ 932.70	-	\$ 938.32
\$ 31.71	-	\$ 31.90	\$ 938.62	-	\$ 944.24
\$ 31.91	-	\$ 32.10	\$ 944.54	-	\$ 950.16
\$ 32.11	-	\$ 32.30	\$ 950.46	-	\$ 956.08
\$ 32.31	-	\$ 32.50	\$ 956.38	-	\$ 962.00

*Prorated for incremental amounts on the basis of the Employee's highest wage rate in the previous 13 weeks

Art. II, 1(a)

Regular BenefitTable Base Hourly Wage			Regular SUBenefit*		
\$ 32.51	-	\$ 32.70	\$ 962.30	-	\$ 967.92
\$ 32.71	-	\$ 32.90	\$ 968.22	-	\$ 973.84
\$ 32.91	-	\$ 33.10	\$ 974.14	-	\$ 979.76
\$ 33.11	-	\$ 33.30	\$ 980.06	-	\$ 985.68
\$ 33.31	-	\$ 33.50	\$ 985.98	-	\$ 991.60
\$ 33.51	-	\$ 33.70	\$ 991.90	-	\$ 997.52
\$ 33.71	-	\$ 33.90	\$ 997.82	-	\$ 1,003.44
\$ 33.91	-	\$ 34.10	\$ 1,003.74	-	\$ 1,009.36
\$ 34.11	-	\$ 34.30	\$ 1,009.66	-	\$ 1,015.28
\$ 34.31	-	\$ 34.50	\$ 1,015.58	-	\$ 1,021.20
\$ 34.51	-	\$ 34.70	\$ 1,021.50	-	\$ 1,027.12
\$ 34.71	-	\$ 34.90	\$ 1,027.42	-	\$ 1,033.04
\$ 34.91	-	\$ 35.10	\$ 1,033.34	-	\$ 1,038.96
\$ 35.11	-	\$ 35.30	\$ 1,039.26	-	\$ 1,044.88
\$ 35.31	-	\$ 35.50	\$ 1,045.18	-	\$ 1,050.80
\$ 35.51	-	\$ 35.70	\$ 1,051.10	-	\$ 1,056.72
\$ 35.71	-	\$ 35.90	\$ 1,057.02	-	\$ 1,062.64
\$ 35.91	-	\$ 36.10	\$ 1,062.94	-	\$ 1,068.56
\$ 36.11	-	\$ 36.30	\$ 1,068.86	-	\$ 1,074.48
\$ 36.31	-	\$ 36.50	\$ 1,074.78	-	\$ 1,080.40
\$ 36.51	-	\$ 36.70	\$ 1,080.70	-	\$ 1,086.32
\$ 36.71	-	\$ 36.90	\$ 1,086.62	-	\$ 1,092.24
\$ 36.91	-	\$ 37.10	\$ 1,092.54	-	\$ 1,098.16
\$ 37.11	-	\$ 37.30	\$ 1,098.46	-	\$ 1,104.08
\$ 37.31	-	\$ 37.50	\$ 1,104.38	-	\$ 1,110.00
\$ 37.51	&	over	\$ 1,110.30	-	

* Prorated for incremental amounts on the basis of the Employee's highest wage rate in the previous 13 weeks

Art. II, 1(b)

(b) An otherwise eligible Employee entitled to a Benefit reduced, as provided in subsection 3(d) of Article I, because of ineligibility (or eligibility for a Leveling Week Benefit) with respect to part of the Week, will receive 1/5 of a Regular Benefit computed under subsection (a) of this Section for each work day of the Week for which otherwise eligible; provided, however, that there shall be excluded from such computation any pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked during the days for which the Employee is not eligible for a Benefit under subsection 3(d) of Article I.

(c) Transition Support Program (TSP) benefits are payable to Employees who are on a qualifying indefinite layoff and have exhausted their Regular Benefit payable. TSP benefits shall be calculated using 50% of the Employee's gross weekly wages, based on a 40-hour week. In calculating the weekly TSP benefit for an Employee on a qualifying layoff, only the offsets for state UI benefits received for that week shall apply.

An Employee may elect, prior to becoming eligible for TSP benefits, to opt out of TSP benefits and receive a lump-sum cash payment: in doing so, the Employee shall forfeit eligibility for weekly TSP benefit payments, and also shall forfeit all recall rights. The gross (pre-tax) amount of the opt out lump-sum cash payment is calculated as \$10,000 plus the maximum TSP benefit for which the employee would otherwise be eligible (i.e., 50 percent of the employee's gross weekly wages, based on a 40-hour week, multiplied by their TSP duration). An employee who elects to opt out of the TSP will continue to receive healthcare coverage for the remainder of the months of extended coverage for which he or she would have been eligible, based on years of seniority at the time of layoff, had he or she not elected to opt out of the TSP.

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Section 2. Automatic Short Week Benefit

(a) The Automatic Short Week Benefit payable to any eligible Employee for any Week beginning on or after the effective date of this Plan shall be an amount equal to the product of the number by which 40 exceeds the Employee's Compensated or Available Hours, counted to the nearest tenth of an hour, multiplied by 80% of the Employee's Base Hourly Rate.

(b) An Employee, who breaks Seniority during a Week by reason of death or of retirement under the provisions of the General Motors Hourly-Rate Pension Plan and is eligible for an Automatic Short Week Benefit with respect to certain hours of layoff during the Week prior to the date Seniority is broken, will receive an amount computed as provided in subsection 2(a) above based on the number by which the hours for which the Employee would regularly have been compensated exceeds the Employee's Compensated or Available Hours with respect to that part of the Week prior to the date Seniority is broken.

Section 3. State Benefit and Other Compensation

(a) An Employee's State Benefit and other Compensation for a Week means:

(1) the amount of State System Benefit received or receivable by the Employee for the Week or the estimated amount which the Employee would have received if not ineligible therefore solely:

(i) as set forth in item (8) of Section 1(b) of Article I (concerning a Week for which the Employee's pay received or receivable from the Company was less than the amount which disqualifies the Employee for a State System Benefit but not less than such amount minus \$2);

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Art. II, 3(a)(1)(ii)

(ii) under certain of the circumstances determined to be covered by item (11) of Section 1(b) of Article I (concerning a week for which the Employee was denied a State System Benefit and it is determined that, under the circumstances, it would be contrary to the intent of the Plan to deny the Employee a Benefit); or

(iii) because of exhaustion of the Employee's State System Benefit rights (or because of insufficient covered employment/earnings prior to layoff), if the Employee had received a State System Benefit for one or more weeks of layoff during the current State System benefit year (or, if no such benefit year is in effect, during the immediately preceding benefit year) for which the Employee did not receive a Regular Benefit. Such estimated amount shall be used in the Regular Benefit calculation for a number of weeks equal to the number of weeks for which a State System Benefit was received and for which no Regular Benefit was paid under this Plan or under any other Company SUB Plan, during the applicable current, or immediately preceding, State System benefit year.

(2) all pay received or receivable by the Employee from the Company (excluding call-in pay for purposes of determining a Regular Benefit only and excluding pay in lieu of vacation), and any amount of unearned pay computed, as if payable, for hours made available by the Company but not worked, after reasonable notice has been given to the Employee, for such Week; provided, however, if the hours made available but not worked are hours which the Employee had an option to refuse under a Local Seniority Agreement or which the Employee could refuse without disqualification under Section 3(b)(3) of Article I, such hours are not to be considered as hours made available by the Company; and provided, that if wages or remuneration from employers other than the

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Art. II, 3(a)(2)

Company or military pay are received or receivable by the Employee and are applicable to the same period as hours made available by the Company, only the greater of (a) such wages or remuneration from other employers in excess of the greater of \$10 or 20% of such wages or remuneration (capped at the employee's UI weekly benefit amount, (WBA)), or military pay in excess of the greater of \$10 or 20% of such wages or remuneration, or (b) any amount of pay which could have been earned, computed, as if payable, for hours made available by the Company, shall be included; and further provided, that any pay received or receivable for a shift which extends through midnight shall be allocated:

(i) to the day on which the shift started if the Employee was on layoff with respect to the corresponding shift on the following day,

(ii) to the day on which the shift ended if the Employee was on layoff with respect to the corresponding shift on the preceding day, and

(iii) according to the pay for the hours worked each day, if the Employee was on layoff with respect to the corresponding shifts on both the preceding and the following days; and, in any such event, the maximum Regular Benefit amount shall be modified to any extent necessary so that the Employee's Benefit will be increased to offset any reduction in the Employee's State System Benefit which may have resulted solely from the State System's allocation of the Employee's earnings for such a shift otherwise than as specified in this subsection; plus

(3) all wages or remuneration, as defined under the law of the applicable State System, in excess of the greater of \$10 or 20% of such wages or remuneration received or receivable (capped at the employee's WBA)

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Art. II, 3(a)(3)

from other employers for such Week (excluding such wages or remuneration which were considered in the calculation under subsection (a)(2) of this Section); plus

(4) the amount of all military pay in excess of the greater of \$10 or 20% of such military pay received or receivable for such Week, excluding such military pay which was considered in the calculation under subsection (a)(2) of this Section; plus

(5) The weekly equivalent of the monthly retirement benefit and fifty (50) percent of the Social Security Old Age or Disability Benefit for an eligible Employee receiving a retirement benefit from the Company which the Employee is eligible to receive while working full time for the Company.

(b) For purposes of subparagraph (a)(1) above in determining the basis for the estimated amount of the State System Benefit which would have been received by the Employee, and for purposes of Section 1(b)(3) of Article I in determining the basis for the amount which disqualifies the Employee for a State System Benefit or "waiting week" credit, such basis for the amount shall be determined from whichever of the following amounts is applicable:

(1) if the Employee has an established and currently applicable weekly benefit rate under the State System, such benefit rate plus any dependents allowance, or

(2) in all other cases, the State System Benefit amount which would apply to an individual having the same number of dependents as the Employee and having weekly earnings equal to the Employee's Weekly Straight-Time Pay.

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Art. II, 3(c)

(c) If the State System Benefit actually received by an Employee for a state week shall be for less, or more, than a full state week (for reasons other than the Employee's receipt of wages or remuneration for such state week), because

(1) the Employee has been disqualified or otherwise determined ineligible for a portion of the Employee's State System Benefit for reasons other than set forth in Section 1(b) of Article I,

(2) the applicable state week includes 1 or more "waiting period effective days", or

(3) of an underpayment or overpayment of a previous State System Benefit,

the amount of the State System Benefit which would otherwise have been paid to the Employee for such state week shall be used in the calculation of State Benefit and Other Compensation for such state week.

Section 4. Benefit Overpayments

(a) If the Company or the Board determines that any Benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving the Benefit(s) and the amount of overpayment shall be returned to the Trustee or Company whichever is applicable; provided, however, that no repayment shall be required if the cumulative overpayment is \$3 or less, or if notice has not been given within 60 days from the date the overpayment was established or created, or in cases involving legislative changes, no repayment is required if notice has not been given within 60 days of notification from the applicable

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Art. II, 4(a)

government agency, except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.

(b) If the Employee shall fail to return such amount of overpayment promptly:

(1) with respect to Benefits paid from the Fund, the Trustee or Company shall arrange to reimburse the Fund for the amount of overpayment by making a deduction from any future Benefits (not to exceed an amount equal to one half of any 1 Benefit up to a maximum of \$100, except that no limit shall apply to the amount of such deductions in cases of fraud or willful misrepresentation) or Separation Payment otherwise payable to the Employee, or by requesting the Company to make a deduction from future Benefits or compensation payable by the Company to the Employee (not to exceed \$100 from any 1 paycheck except in cases of fraud or willful misrepresentation), or both; and

(2) with respect to Benefits paid by the Company, the Company may reimburse the Trustee for the amount of overpayment by making a deduction from any future payments payable under Letter Agreements between the Company and the Union attached to this Plan or from any future Benefits (not to exceed an amount equal to one-half of any 1 Benefit, up to a maximum of \$100, except that no limit shall apply to the amount of such deductions in cases of fraud or willful misrepresentation) otherwise payable to the Employee by the Company, or to make a deduction from compensation payable by the Company to the Employee (not to exceed \$100 from any 1 paycheck except in cases of fraud or willful misrepresentation), or both.

(3) In addition to the provisions under subparagraphs (1) and (2) above, with respect to Benefits paid from the Fund or paid by the Company,

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Art. II, 4(b)(3)

the Trustee or Company, as applicable, may arrange for the recovery of the amount of the overpayment from any other monies or benefits then payable, or which may become payable, to the Employee under the provisions of the Collective Bargaining Agreement and/or under any of the Exhibits or Letters attached thereto.

The Company is authorized to make the deductions from the Employee's compensation as provided under subparagraph (1), (2) and (3) of this subsection, and to pay the amounts deducted to the Trustee.

(c) If the Company determines that an Employee has received an Automatic Short Week Benefit for any Week with respect to all or part of which the Employee has received a State System Benefit, the full amount of such, or a portion of such Benefit equivalent to the State System Benefit or that part thereof applicable to such Week, whichever is less, shall be treated as an overpayment in accordance with this Section.

Section 5. Withholding Tax

The Trustee or the Company shall deduct from the amount of any Benefit (or Separation Payment) any amount required to be withheld by the Trustee or the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, state, or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Trustee or the Company shall be entitled to rely on the official form filed by the Employee with the Company for purposes of income tax withholding on regular wages.

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Art. II, 6

Section 6. Deduction of Union Dues

During any period while there is in effect an agreement between the Company and the Union concerning the maintaining of the Plan, the Company, upon notification by the designated financial officer of the local Union shall deduct monthly Union dues or notify the Trustee to deduct monthly Union dues from Regular Benefits paid under the Plan and to pay such sums directly to the local Union on behalf of any Employee who has on file with the Company a written authorization providing for such deductions as set forth in the Collective Bargaining Agreement.

ARTICLE III DURATION OF BENEFITS

Section 1. Indefinite Layoffs

An Employee, with one or more Years of Seniority, on or after the effective date of this Agreement will be granted job security based on the Following:

Traditional Employees shall be eligible for Regular Benefits based on the Following:

Employee's seniority as of their last day worked prior to qualifying layoff:

- One (1) year, but less than ten (10) years – 26 weeks
- Ten (10) years, but less than twenty (20) years – 39 weeks
- Twenty (20) or more years – 52 weeks;

Traditional Employees shall be eligible for Transition Support Program Benefits based on the following:

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Art. III, 1

Employee's seniority as of their last day worked prior to qualifying layoff:

- One (1) year, but less than ten (10) years – 26 weeks
- Ten (10) years, but less than twenty (20) years - 39 weeks
- Twenty (20) or more years – 52 weeks;

~~Entry Level~~In-Progression Employees shall be eligible for Regular Benefits based on the following:

Employee's seniority as of their last day worked prior to qualifying layoff:

- One (1) year, but less than three (3) years – 13 weeks
- Three (3) or more years - 26 weeks

Section 2. Temporary Layoffs

An Employee, with one or more Years of Seniority, on or after the effective date of this Agreement and placed on a qualifying, temporary layoff thereafter will be eligible for SUBenefits for the duration of such layoff subject to the provisions of Article I of this Plan.

Section 3. Limitation of Duration of Benefits

If it appears that total SUB expenditures will exceed the SUB Maximum Financial Liability Cap during the term of this Agreement, the parties may take appropriate action to reduce the rate of expenditure and extend benefit duration.

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**ARTICLE IV
SEPARATION PAYMENT**

Section 1. Eligibility

An Employee shall be eligible for a Separation Payment if the Employee:

(a) has been on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances or conditions set forth in Section 3(b)(2) of Article I; provided, however, an Employee shall be deemed to have been on layoff from the Company for a continuous period if, while on layoff, the Employee accepts an offer of work by the Company and subsequently is laid off again within not more than 10 work days from the date reinstated; or

(b) becomes disabled and would be eligible for total and permanent disability benefits under any Company pension plan or retirement program except that the Employee does not have the years of credited service required to be eligible for such benefits; and in addition to (a) or (b) above;

(c) had 1 or more Years of Seniority on the last day the Employee was on the Active Employment Roll, and such Years of Seniority had not been broken on or prior to the earliest date on which application can be made to the Company;

(d) has not refused an offer of work pursuant to any of the conditions set forth in Section 3(b)(3) of Article I, on or after the last day worked for the Company, and prior to the earliest date on which the Employee can make application;

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Art. IV, 1(e)

(e) has made application for a Separation Payment prior to 24 months (36 months in the case of an Employee who has 10 or more Years of Seniority) from the commencement date of layoff or disability, except that an Employee who meets the requirements of subsection 1(b) of this Section may make such application on or before the 30th day following the last month for which the Employee was eligible to receive an Extended Disability Benefit in accordance with Section 7 of Article II of the Life and Disability Benefits Program, provided that in the case of layoff no application may be made prior to 12 continuous months of layoff from the Company (or any shorter period determined by the Company).

Section 2. Payment

(a) A Separation Payment shall be payable only in a lump sum.

(b) Determination of Amount

(1) The Separation Payment payable to an eligible Employee shall be an amount determined by multiplying

(i) the Employee's Base Hourly Rate by

(ii) the applicable Number of Hours' Pay as shown in the following table:

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SEPARATION PAYMENT TABLE

Years of Seniority on Last Day on the Active Employment Roll	Number of Hours' Pay
1 but less than 2	50
2 but less than 3	70
3 but less than 4	100
4 but less than 5	135
5 but less than 6	170
6 but less than 7	210
7 but less than 8	255
8 but less than 9	300
9 but less than 10	350
10 but less than 11	400
11 but less than 12	455
12 but less than 13	510
13 but less than 14	570
14 but less than 15	630
15 but less than 16	700
16 but less than 17	770
17 but less than 18	840
18 but less than 19	920
19 but less than 20	1000
20 but less than 21	1085
21 but less than 22	1170
22 but less than 23	1260
23 but less than 24	1355
24 but less than 25	1455
25 but less than 26	1560
26 but less than 27	1665
27 but less than 28	1770
28 but less than 29	1875
29 but less than 30	1980
30 and over	2080

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Art. IV, 2(b)(2)

(2) The amount of Separation Payment so computed shall be reduced by the amount of any Benefits paid or payable to an Employee with respect to a Week occurring after the last day worked for the Company.

(3) A Separation Payment payable hereunder shall be reduced by the amount of any payment received or receivable with respect to any layoff or separation of the Employee from the Company subsequent to the last day worked for the Company under any other "SUB" plan or plans of the Company or under any Company plan or program to which the Company has contributed.

(4) If an Employee has been paid a prior Separation Payment and thereafter was hired again by the Company within 3 years from the last day worked in the Bargaining Unit, or if the Employee received a prior Separation Payment by reason of total and permanent disability and subsequently recovers, reports for work and such Employee's Seniority is reinstated under the Collective Bargaining Agreement,

(i) Years of Seniority for purposes of determining the amount of the Employee's current Separation Payment shall mean the sum of the Years of Seniority used to determine the amount of the Employee's prior Separation Payment plus any other Years of Seniority acquired thereafter and which the Employee has on the last day on the Active Employment Roll with respect to the Employee's current Separation Payment, and

(ii) there shall be subtracted, from the Number of Hours' Pay based on the Employee's Years of Seniority determined in (i) above, the Number of Hours' Pay used to calculate the Employee's prior Separation Payment.

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Art. IV, 2(b)(5)

(5) The Separation Payment payable to an eligible Part-Time Employee shall be reduced in the same ratio as the Employee's scheduled hours of work at time of layoff bears to 40 hours, provided, however, that if an Employee has worked as a full-time and a Part-Time Employee, the Employee's Separation Payment shall be computed by multiplying the Number of Hours' Pay indicated by the Employee's Years of Seniority on the Employee's last day on the Active Employment Roll by a fraction the numerator of which is the sum of

(i) the number of such Years during which the Employee was a full-time Employee, and

(ii) the number of such Years during which the Employee was a Part-Time Employee, adjusted by the ratio which scheduled hours of work in such Years bears to 40; and the denominator of which is the Employee's Years of Seniority on the Employee's last day on the Active Employment Roll.

Section 3. Effect of Separation Payment on Seniority

An Employee who is issued and accepts a Separation Payment (A) agrees that such Payment is a lump sum payment allocable to an inactive period ("Allocation Period") during which no other pay or benefits or rights of employment shall apply, (B) shall cease to be an Employee and shall have Seniority canceled at any and all of the Company's plants and locations as of the date the Employee's application for the Separation Payment was received by the Company ("Termination Date") for all purposes, (C) shall not be eligible to receive a special early retirement under any Company retirement plan, (D) shall not be permitted to retire under any Company retirement plan during the Allocation Period following the Termination Date, and (E) cannot grow

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Art. IV, 3

into retirement eligibility if ineligible as of the break in Seniority (but without prejudice to any right to a deferred vested benefit). An Employee's Allocation Period in weeks shall equal the Employee's Separation Payment divided by one-half of the unreduced Regular Benefit the Employee received, or would have received, for the current period of layoff.

An Employee eligible for an immediate pension benefit under the General Motors Hourly-Rate Employees Pension Plan, at the time of the Employee's break in Seniority (due to receipt of a SUB Separation Payment), shall upon completion of the Allocation Period and application for a pension benefit under the General Motors Hourly-Rate Employees Pension Plan become eligible for post retirement health care and life insurance on the same basis as other retirees. For purposes of applying the terms of the General Motors Hourly-Rate Employees Pension Plan, such Employees shall not be treated as deferred vested by reason of their receipt of a SUB Separation Payment. However, if an Employee has been paid a Separation Payment by reason of total and permanent disability and subsequently recovers and reports for work, the Employee's Seniority shall be reinstated as set forth in Paragraph 64(h) of the Collective Bargaining Agreement.

Section 4. Overpayments

If the Company or the Board determines after issuance of a Separation Payment that the Separation Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former Employee and the former Employee shall return the amount of the overpayment to the Trustee.

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Art. IV, 5

Section 5. Repayment

If an Employee is again employed by the Company after receiving a Separation Payment, no repayment (except with respect to an overpayment) of the Separation Payment shall be required or allowed; and no Seniority canceled previously shall be reinstated (except as otherwise provided under Section 3 of this Article).

Section 6. Notice of Application Time Limits

The Company shall provide written notice of the time limits for filing a Separation Payment application to all who may be eligible for such Payment. The notice shall be mailed to the last address of record not later than 30 days prior to both the earliest and the latest date as of which applications may be filed pursuant to the application time limit provisions.

Section 7. Armed Services

An Employee who enters the Armed Services of the United States directly from the employ of the Company shall while in such service be deemed, for the purposes of the Plan, as on leave of absence and shall not be entitled to any Separation Payment.

ARTICLE V APPLICATION, DETERMINATION OF ELIGIBILITY, AND APPEAL PROCEDURES FOR BENEFITS AND SEPARATION PAYMENTS

Section 1. Applications

(a) *Filing of Applications*

An Application for a Benefit or Separation Payment shall be filed in accordance with procedures established

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Art. V, 1(a)

by the Company. No application for a Benefit shall be accepted unless it is submitted to the Company within 60 calendar days after the end of the Week with respect to which it is made; provided, however, that if the amount of the Employee's State System Benefit is adjusted retroactively with the effect of establishing a basis for eligibility for a Benefit or for a Benefit in a greater amount than that previously paid, the Employee may apply within 60 calendar days after the date on which such basis for eligibility is established. However, in cases where an actual State System Benefit is issued, no filing time limit will be applicable.

(b) Application Information

Applications filed for a Benefit or a Separation Payment under the Plan will include:

(1) in writing, if required, any information deemed relevant by the Company with respect to other benefits received, earnings and the source thereof, dependents, and such other information as the Company may require in order to determine whether the Employee is eligible to be paid a Benefit or Separation Payment and the amount thereof; and

(2) with respect to a Regular Benefit, the exhibition of the Employee's State System Benefit check or other evidence satisfactory to the Company of either the Employee's

(i) receipt of or entitlement to a State System Benefit, or

(ii) ineligibility for a State System Benefit only for one or more of the reasons specified in Section 1(b) of Article I; provided, however, that in the case of State System Benefit ineligibility by reason of the period worked in the Week or pay received from the Company or from any other employer(s) as specified

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Art V, 1(b)(2)(ii)

in item (3) of Section 1(b) of Article I, State System evidence for such reason of ineligibility shall not be required.

Section 2. Determination of Eligibility

(a) *Application Processing by Company*

When an application is filed for a Benefit or Separation Payment under the Plan and the Company is furnished with the evidence and information required, the Company shall determine the Employee's entitlement to a Benefit or a Separation Payment.

(b) *Notification to Trustee to Pay*

If the Company determines that a Benefit other than an Automatic Short Week Benefit, or a Separation Payment is payable, it shall deliver prompt written notice to the Trustee to pay the Benefit or Separation Payment.

(c) *Notice of Denial of Benefits or Separation Payment*

If the Company determines that an Employee is not entitled to a Benefit or to a Separation Payment, it shall notify the Employee promptly, in writing, of the reason(s) for the determination.

(d) *Union Copies of Certain Applications, Determinations and Letters*

The Company shall furnish promptly to the Union member of the Local Committee a copy of each application for a Separation Payment, a copy of all Company determinations of Benefit or Separation Payment ineligibility or overpayment and a copy of any letter sent to a disabled Employee advising the Employee of possible eligibility for a Separation Payment by reason of total and permanent disability.

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Section 3. Appeals

(a) *Applicability of Appeals Procedure*

(1) The appeals procedure set forth in this Section may be employed only for the purposes specified in this Section.

(2) No question involving the interpretation or application of the Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

(b) *Procedure for Appeals*

(1) *First Stage Appeals*

(i) An Employee may appeal from the Company's written determination (other than determinations made in connection with Section 1(b)(11) of Article I) with respect to the payment or denial of a Benefit or a Separation Payment by filing a written appeal with the Local Committee on a form provided for that purpose. In situations where a number of Employees had filed applications for Benefits or Separation Payments under substantially identical conditions, an appeal may be filed with respect to one of such Employees, in accordance with procedures established by the Board, and the decision thereon shall apply to all such Employees. If there is no Local Committee at any Plant because of a discontinuance of such Plant, the appeal may be filed directly with the Board. Appeals concerning determinations made in connection with Section 1(b)(11) of Article I (contrary to intent of Plan) shall be made directly to the Board.

(ii) The appeal shall be filed with the designated Company representative within 30 days following the date of mailing of the determination

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Art. V, 3(b)(1)(ii)

appealed. If the appeal is mailed, the date of filing shall be the postmark date of the appeal. No appeal will be valid after the 30-day period.

(iii) The Local Committee shall advise the Employee, in writing, of its resolution of, or failure to resolve the Employee's appeal. If the appeal is not resolved within 10 days after the date thereof (or such extended time as may be agreed upon by the Local Committee), the Employee, or any member of the Local Committee, at the request of the Employee may refer the matter to the Board for disposition.

(2) Appeals to the Board

(i) An appeal to the Board shall be considered filed with the Board when filed with the designated Company representative for the Plant at which the first stage appeal was considered by the Local Committee.

(ii) Appeals shall be in writing, shall specify the respects in which the Plan is claimed to have been violated, and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from.

(iii) Appeals by the Local Committee to the Board with respect to Benefits or Separation Payments shall be made within 20 days following the date the appeal is first considered at a meeting of the Local Committee, plus such extension of time as the Local Committee shall have agreed upon. Appeals by the Employee to the Board with respect to Benefits or Separation Payments shall be made within 30 days following the date the notice of the Local Committee's decision is given or mailed to the Employee. If the appeal is mailed, the date of filing shall be the postmark date of the appeal.

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Art. V, 3(b)(2)(iv)

(iv) The handling and disposition of each appeal to the Board shall be in accordance with regulations and procedures established by the Board.

(v) The Employee, the Local Committee or the Union Members of the Board may withdraw any appeal to the Board at any time before it is decided by the Board, on a form provided for that purpose.

(vi) There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee, the Trustee, and the Company. The Union will discourage any attempt of its members to appeal and will not encourage or cooperate with any of its members in any appeal, to any Court or Labor Board from a decision of the Board, nor will the Union or its members by any other means attempt to bring about the settlement of any claim or issue on which the Board is empowered to rule hereunder.

(vii) The Local Committee shall be advised, in writing, by the Board of the disposition of any appeal previously considered by the Local Committee, and referred to the Board. A copy of such disposition shall be forwarded to the Employee by the Local Committee.

(c) *Benefits Payable After Appeal*

In the event that an appeal with respect to entitlement to a Benefit is decided in favor of the Employee, the Benefit shall be paid to the Employee.

(d) *Special Definition of Employee*

With respect to the appeal provisions set forth under this Section only, the term Employee shall include any person who received or was denied the Benefit or Separation Payment in dispute.

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**ARTICLE VI
ADMINISTRATION OF THE PLAN**

Section 1. Powers and Authority of The Company

(a) *Company Powers*

The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including, without limitation, the following:

(1) to obtain such information as the Company shall deem necessary in order to carry out its duties under the Plan;

(2) to investigate the correctness and validity of information furnished with respect to an application for a Benefit or Separation Payment;

(3) to make initial determinations with respect to Benefits or Separation Payments;

(4) to establish reasonable rules, regulations and procedures concerning:

(i) the manner in which and the times and places at which applications shall be filed for Benefits or Separation Payments, and

(ii) the form, content and substantiation of applications for Benefits or Separation Payments.

In establishing such rules, regulations and procedures, the Company shall give due consideration to any recommendations from the Board;

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Art. VI, 1(a)(5)

(5) to designate a location where laid off Employees may submit applications for the purpose of complying with the Plan requirements;

(6) to establish appropriate procedures for giving notices required to be given under the Plan;

(7) to establish and maintain necessary records;
and

(8) to prepare and distribute, on behalf of the Company, information explaining the Plan.

(b) *Company Authority*

Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time levels of employment, hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer either upon the Union or the Board any voice in such matters.

(c) *Named Fiduciary*

The Investment Funds Committee of the Company's Board of Managers shall be named fiduciary with respect to the Plan except as set forth below. The Investment Funds Committee may delegate authority to carry out such of its responsibilities, as it deems proper to the extent permitted by the Employee Retirement Income Security Act of 1974. General Motors Investment

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Art. VI, 1(c)

Management Corporation (GMIMCo) is the Named Fiduciary of this Plan for purposes of investment of Plan assets.

Section 2. Board of Administration of the Plan

(a) *Composition and Procedure*

(1) There shall be established a Board of Administration of the Plan consisting of 6 members, 3 of whom shall be appointed by the Company (hereinafter referred to as the Company members) and 3 of whom shall be appointed by the Union (hereinafter referred to as the Union members). Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, the member's alternate may attend, and, when in attendance, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointment shall be effective.

(2) The members of the Board shall appoint an Impartial Chairman, who shall serve until requested in writing to resign by 3 members of the Board. If the members of the Board are unable to agree upon a Chairman, the Umpire under the Collective Bargaining Agreement shall make the appointment; provided, however, that the Company and the Union members may, by agreement, request such Umpire to serve as the Impartial Chairman of the Board. The Impartial Chairman shall be considered a member of the Board and shall vote only in matters within the Board's authority to determine which the other members of the Board shall have been unable to dispose of by majority

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Art. VI, 2(a)(2)

vote, except that the Impartial Chairman shall have no vote concerning determinations made in connection with Section 1(b)(11) of Article I (contrary to intent of Plan).

(3) At least 2 Union members and 2 Company members shall be required to be present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board the Company members shall have a total of 3 votes and the Union members shall have a total of 3 votes, the vote of any absent member being divided equally between the members present appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.

(4) Neither the Board nor any Local Committee shall maintain any separate office or staff, but the Company and the Union shall be responsible for furnishing such clerical and other assistance as its respective member of the Board and any Local Committee shall require. Copies of all appeals, reports and other documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, with 1 copy to be sent to the Company members at the address designated by them and the other to be sent to the Union members at the address designated by them.

(b) Powers and Authority of the Board

(1) It shall be the function of the Board to exercise ultimate responsibility for determining whether an Employee is eligible for a Benefit or Separation Payment under the terms of the Plan, and, if so, the amount of the Benefit or Separation Payment.

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Art. VI, 2(b)(1)

The Board shall be presumed conclusively to have approved any initial determination by the Company unless the determination is appealed as set forth in Section 3(b) of Article V.

(2) The Board shall be empowered and authorized and shall have jurisdiction to:

- (i) hear and determine appeals by Employees;
- (ii) obtain such information as the Board shall deem necessary in order to determine such appeals;
- (iii) prescribe the form and content of appeals to the Board and such detailed procedures as may be necessary with respect to the filing of such appeals;
- (iv) direct the Company to pay Automatic Short Week Benefits or to notify the Trustee to pay other Benefits or Separation Payments pursuant to determinations made by the Local Committee or the Board;
- (v) prepare and distribute, on behalf of the Board, information explaining the Plan;
- (vi) rule upon disputes as to whether any Short Work Week resulted from an act of God, defined as an occurrence or circumstance directly affecting a Company Plant or Plants which results from natural causes exclusively and is in no sense attributable to human negligence, influence, intervention or control; the result solely of natural causes and not of human acts; and

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Art. VI, 2(b)(2)(vii)

(vii) perform such other duties as are expressly conferred upon it by the Plan.

(3) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner the eligibility requirements set forth in the Plan, the procedure for applying for Benefits or Separation Payments as provided for therein, or any other provision of the Plan; and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plan:

(i) whether the first stage appeal and the appeal to the Board were made within the time and in the manner specified in Section 3(b) of Article V;

(ii) whether the Employee is eligible for the Benefit or Separation Payment claimed and, if so;

(iii) the amount of any Benefit or Separation Payment payable; and

(iv) whether a protest of an Employee's State System Benefit by the Company is frivolous.

(4) The Board shall have no jurisdiction to act upon any appeal filed after the applicable time limit or upon any appeal that does not comply with the Board-established procedures.

(5) The Board shall have no power to determine questions arising under the Collective Bargaining Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefor by the Collective Bargaining Agreement, and all determinations made pursuant to the Agreement shall be accepted by the Board.

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Art. VI, 2(b)(6)

(6) Nothing in this Article shall be deemed to give the Board the power to prescribe in any manner internal procedures or operations of either the Company or the Union.

(7) The Board shall provide for a Local Committee at each Plant of the Company to handle appeals from determinations as provided in Section 3(b)(1) of Article V, except determinations made in connection with Section 1(b)(11) of Article I (contrary to intent of Plan).

(i) The Local Committee shall be composed of 1 member designated by the Company members of the Board and 1 member designated by the Union members of the Board. Appointments to the Local Committee shall become effective when the members' names are exchanged in writing between the GM Department of the Union and the Employee Benefits Staff of the Company. Either the Company or Union members of the Board may remove a Local Committee member appointed by them and fill any vacancy among the Local Committee members appointed by them.

(ii) Any individual appointed by the Union as a member of a Local Committee shall be an Employee having Seniority at the Plant where, and at the time when, the Employee is to serve as a member of the Local Committee.

(iii) In addition to their regularly appointed Local Committee member, the Union members of the Board may name 1 additional Employee, who qualifies under (ii) above, as an alternate Local Committee member to serve during temporary specified periods when a Local Committee member is absent from the Plant during scheduled working hours and unable to serve on the Committee. The Company members of the Board may also name 1 alternate Local Committee

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Art. VI, 2(b)(7)(iii)

member to serve during temporary specified periods. The alternate Local Committee member may serve on the Local Committee when the party desiring the alternate Local Committee member to serve gives notice, locally, to the other party of such temporary service and the period thereof.

(iv) All Local Committee members must be present at any meeting in order for the Local Committee to transact business. Each Local Committee member shall have 1 vote and decisions of the Local Committee shall be unanimous.

(8) The Board shall have full power and authority to administer the Plan and to interpret its provisions. Any decision or interpretation of the provisions of the Plan shall be final and binding upon the Company, the Union, the Employees and any other claimants under the Plan, and shall be given full force and effect, subject only to an arbitrary and capricious standard of review.

Section 3. Determination of Dependents

In determining an Employee's Dependents for purposes of Regular Benefit determinations, the Company (and the Board) shall be entitled to rely upon relevant information on file with the company. If an Employee establishes that he or she has a greater number of Dependents than indicated by the information used, such Dependents will be recognized for this Plan.

Section 4. To Whom Benefits and Separation Payments Are Payable in Certain Conditions

Benefits and Separation Payments shall be payable only to the eligible Employee except that if the Board shall find that the Employee is deceased or is unable to

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Art. VI, 4

manage affairs for any reason, any Benefit or Separation Payment payable to the Employee shall be paid to the Employee's duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependents of the Employee as the Board in its discretion may determine. Any Benefit or Separation Payment so paid shall be a complete discharge of any liability with respect to such Benefit or Separation Payment. In the case of death, no Benefit shall be payable with respect to any period following the last day of layoff immediately preceding the Employee's death.

Section 5. Nonalienation of Benefits and Separation Payments

Except as otherwise provided under Article VIII, Section 6 of this Plan, no Regular Benefit, Leveling Week Benefit, or Alternate Benefit or Separation Payment shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind other than an Authorization for Check-Off of Dues, and any attempt to accomplish the same shall be void. In the event that the Board shall find that such an attempt has been made with respect to any such Benefit or Separation Payment due or to become due to any Employee, the Board in its sole discretion may terminate the interest of the Employee in such Benefit or Separation Payment and apply the amount of such Benefit or Separation Payment to or for the benefit of the Employee, the Employee's spouse, parents, children, or other relatives or dependents as the Board may determine, and any such application shall be a complete discharge of all liability with respect to such Benefit or Separation Payment.

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Art. VI, 6

Section 6. Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the State of Michigan, except that the eligibility of an Employee for, and the amount and duration of, State System Benefits shall be determined in accordance with the state laws of the applicable State System.

ARTICLE VII

FINANCIAL PROVISIONS AND REPORTS

Section 1. Establishment of Fund

The Company shall establish and maintain a Fund, in accordance with this Plan, with a qualified bank or banks or a qualified trust company or the Company. The Company's contributions shall be made into the Fund. Automatic Short Week Benefits shall be payable by the Company. All other Benefits and Separation Payments shall be payable only from the Fund. The Company may provide in the trust agreement that the assets of the Fund may be held in cash or invested only in:

(i) general obligations of the United States Government and obligations of any agency or instrumentality of the United States Government or of any United States Government-sponsored private corporation; or obligations of any other organization which are backed by the full faith and credit of, or are a contractual obligation of, the United States (United States Government Agency obligations); and/or

(ii) prime quality short-term obligations such as commercial paper, bankers acceptances, certificates of deposit, or similar investments; and/or

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Art. VII, 1(iii)

(iii) a common, collective or commingled investment fund, or mutual fund, consisting of any combination of the investments under (i) and (ii) above; irrespective of the rate of return thereon, and without any absolute or relative limit upon the amount that may be invested. The Trustee shall not be liable for the making or retaining of any such investment or for realized or unrealized loss thereon whether from normal or abnormal economic conditions or otherwise.

Section 2. Company Contributions

(a) General

As of the effective date of the 2011 amendments to this Plan, all Company contribution provisions and requirements under the 2007 SUB Plan shall cease and no further contributions as previously required shall be placed into the trust Fund. The trust Fund balance or Company funds, shall be used to pay Regular Benefits and Separation Payments due and payable under this Plan.

(b) Fund Level and Required Contributions

The Company will make periodic weekly contributions to the trust Fund to maintain the trust Fund or provide Company funds at a level sufficient to pay the Regular Benefits and Separation Payments then due and payable including

(1) any FICA and FUTA tax amounts payable by the trust Fund on behalf of or by the Company, and also including;

(2) an amount equal to the Regular Benefits paid to laid off Employees covered by the Extended SUBenefits Idled Plants Letter Agreement attached to this Plan.

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Art. VII, 2(c)

(c) Combined JOBS/SUB Maximum Financial Liability Cap

Any amounts determined under Section 2(b) above (excluding any FICA and FUTA tax amount paid by the trust Fund on behalf of or by the Company), plus the amount of all Automatic Short Week Benefits and payments under the Letter Agreements attached to this Plan paid by the Company, are subject to, and limited by, in the aggregate, the Combined JOBS/SUB Maximum Financial Liability Cap of \$4.147 billion as applicable to the SUB Plan, plus (1) the weekly amounts previously determined under subparagraph 2(b)(2) of this Section above and (2) any additional amount (not to exceed \$447 million) generated by the formula under Section 3(d) of this Article VII. If the SUB Maximum Financial Liability Cap (1) as adjusted by any amount shifted between the JOBS and SUB Maximum Financial Liability Caps, (2) plus the weekly amounts as determined under subparagraph 2(b)(2) of this Section above, and (3) including any additional amount generated by the formula (which cannot exceed \$447 million) under Section 3(d) of this Article VII, is exhausted during the term of this Agreement, the provisions of the 1987 SUB Plan will be reactivated.

(d) If the Company at any time shall be required to withhold any amount from any contribution to the Fund on behalf of Regular Benefits by reason of any federal, state or local law or regulation, the Company shall have the right to charge such amount against the amount of the Combined JOBS/SUB Maximum Financial Liability Cap as defined under Section (c) above.

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Section 3. Liability

(a) The provisions of these Articles I through IX, together with the provisions of any Alternate Benefit plans established and maintained pursuant to this Plan, constitute the entire Plan. The provisions of this Article with respect to contributions express each and every obligation of the Company with respect to the financing of the Plan and providing for Benefits and Separation Payments.

The Company shall not be obligated to make up, or to provide for making up, any depreciation or loss arising from depreciation, in the value of the securities held in the Fund; and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

(b) Except as otherwise may be required by the Employee Retirement Income Security Act of 1974, the Board, the Company, the Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

(c) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

(d) The Company's total financial liability for the cost of the SUB Plan, including Company contributions (as determined under Section 2(b)) to the trust Fund for the payment of Regular Benefits (including amounts owed to the Company or trustees of other Company plans or programs, as applicable, which were offset against Regular Benefits), Automatic Short Week Benefits and payments under the Letter Agreements

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Art. VII, 3(d)

attached to this Plan paid by the Company, shall be limited to the amount of the SUB Maximum Financial Liability Cap, plus the weekly amounts previously determined under Section 2(b)(2) of this Article. Such Cap shall be established at \$1.936 billion on the effective date of this Agreement. If and when that amount is spent, the Company's total remaining financial liability during the term of the Agreement shall be equal to the greater of (a) the average monthly expenditure up to that point in the Agreement or (b) the average monthly expenditure for the 12 full months immediately prior thereto, times the lesser of (a) the number of months, and fraction thereof, remaining until expiration of the Agreement, or (b) 12. Notwithstanding the foregoing, the Company's total remaining financial liability after such calculation shall not exceed \$447 million, except as modified by the provisions of the letter agreement regarding "Exhaustion of SUB Cap", attached to this Plan.

The parties will monitor the Fund on a regular basis and if it appears that the Combined JOBS/SUB Maximum Financial Liability Cap, as related to the SUB Plan, will be reached before the end of the Agreement, the parties, by mutual agreement, will have the prerogative to shift funds from JOBS to SUB or SUB to JOBS and/or to reduce the amount or duration of SUB to provide for an equitable means for distribution of the Company's remaining obligations.

Section 4. No Vested Interest

No Employee shall have any right, title, or interest in or to any of the assets of the Fund, or in or to any Company contribution thereto.

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Art. VII, 5

Section 5. Company Reports

(a) Not later than the third Tuesday following the first Monday of each month the Company shall furnish a statement to the Union showing:

(1) ***Company Contributions***

The amount of contributions the Company shall have made to the Fund in accordance with Section 2(b) of this Article VII.

(2) ***Benefits and Separation Payments Paid From Fund:***

(i) Leveling Week Benefits;

(ii) The number and amount of Regular Benefits paid during each week of the preceding month to Employees who were on volume related layoffs;

(iii) The number and amount of Regular Benefits paid during each week of the preceding month to Employees who were on non-volume related layoffs reported separately for Continuing SUBenefits, Idled Plant SUBenefits and Other;

(iv) The number and amount of Separation Payments paid during each week of the preceding month.

(3) ***Automatic Short Week Benefits Paid by the Company***

The number and amount of Automatic Short Week Benefits, if any, paid by the Company during each Week of the preceding month;

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(4) *Employment Levels*

The number of Employees on active status, the number of Employees on temporary layoff status, and the number of Employees on permanent layoff status as of the beginning of the preceding month.

(5) *SUB Cap*

A summary of charges and credits to the SUB Maximum Financial Liability Cap for the preceding month.

(6) *Compensated Hours*

The total number of hours for which Employees received pay from the Company during each week of the preceding month.

(b) Annually, the Company shall furnish to the Union a statement, certified by a qualified independent firm of certified public accountants selected by the Company, verifying the accuracy of the information furnished by the Company for the preceding year.

(c) The Company or the Trustee shall furnish annually to each Employee who received Benefits or a Separation Payment, or both, during the year a statement showing the total amount received and any amount of tax withheld therefrom.

(d) On or before April 30 of each year, the Company shall furnish to the Union a statement showing the number of Employees receiving Regular Benefits during the preceding year.

(e) The Company will comply with reasonable requests by the Union for other statistical information on the operation of the Plan which the Company may have compiled.

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Section 6. Cost of Administering the Plan

(a) *Expense of Trustee*

The cost and expenses incurred by the Trustee under the Plan and the fees charged by the Trustee shall be charged to the Fund.

(b) *Expense of the Board*

The compensation of the Impartial Chairperson, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union.

Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the Company. The Company members and the Union members of the Board and of Local Committees shall serve without compensation from the Fund.

(c) *Cost of Services*

The Company shall be reimbursed each year from the Fund for the cost to the Company of bank fees and auditing fees.

(d) *Cost of Recovery*

The Fund shall be authorized to receive payments from a Board of Administration approved collection agency employed to recover Plan overpayments. The Trustee or Company shall be authorized to pay reasonable fees to the collection agency for services rendered. A summary of payments received and fees paid shall be provided to the Company and the Union by the agency.

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Art VII, 7

**Section 7. Benefit and Separation Payment Drafts
Not Presented**

If the Trustee or Company has segregated any portion of the Fund in connection with any determination that a Benefit or Separation Payment is payable under the Plan and the amount of such Benefit or Separation Payment is not claimed within a period of 2 years from the date of such determination, such amount shall revert to the Fund.

**ARTICLE VIII
MISCELLANEOUS**

Section 1. General

(a) Purpose of Plan

It is the purpose of this Plan in respect to payment of Regular Benefits and Separation Payments to supplement State System Benefits and not to replace or duplicate them.

(b) Receipt of Benefits and Separation Payments

Neither the Company's contributions nor any Regular Benefit or Separation Payment paid under the Plan shall be considered a part of any Employee's wages for any purpose (except as Separation Payments, paid under Article IV, Section 1(a) and 1(b), and certain Benefits, as determined by the Internal Revenue Service, are treated as if they were "wages" for purposes of the Federal Insurance Contributions Act Tax, the Federal Unemployment Tax, and the Collection of Income Tax at Source of Wages, under Subtitle C of the Internal Revenue Code). No person

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Art. VIII, 1(b)

who receives any Regular Benefit or Separation Payment shall for that reason be deemed an employee of the Company during such period.

Section 2. Effect of Revocation of Federal Rulings

If any rulings which have been or may be obtained by the Company holding

(a) that contributions to the Fund shall constitute currently deductible expenses under the Internal Revenue Code, as now in effect or as it may be hereafter amended, or under any other applicable federal income tax law, or

(b) that no part of any such contribution shall be included for purposes of the Fair Labor Standards Act in the regular rate of any Employee, shall be revoked or modified in such manner as no longer to be satisfactory to the Company, all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect (without in any way affecting the validity or operation of the Collective Bargaining Agreement) except for the purposes of disposing of the assets of the Fund as set forth in Section 4(b) of this Article.

Section 3. Alternate Benefit

With respect to any state in which Supplementation is not permitted, the parties shall endeavor to negotiate an agreement establishing a plan for Alternate Benefits not inconsistent with the purposes of the Plan. Any agreement so reached shall not apply to an Employee who is ineligible to receive a State System Benefit only for one or more of the reasons stated in Section 1(b) of Article I of the Plan. Such Employee, if otherwise

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Art. VIII, 3

eligible, may apply for and receive a Regular Benefit under the Plan. Automatic Short Week Benefits will be payable to eligible Employees in such state.

Section 4. Amendment and Termination of the Plan

(a) So long as the Collective Bargaining Agreement of which this Supplemental Unemployment Benefit Plan as amended is a part shall remain in effect, the Plan shall not be amended, modified, suspended or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Bargaining Agreement.

Upon the termination of the Collective Bargaining Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend or terminate the Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement between the Company and the Union.

(b) Upon any termination of the Plan, the Plan shall terminate in all respects except that the assets then remaining in the Fund shall be used to pay expenses of administration and to pay Benefits to eligible Employees for a period of 1 year following termination, if not sooner exhausted. At the expiration of the 1 year period, the parties shall endeavor to negotiate a program for the orderly disposition of any remaining assets of the Fund for Employee benefits not inconsistent with the purposes of the Plan.

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Art VIII, 5

**Section 5. Recovery of Other Benefit Plan or
Program Overpayments**

The Company or the Trustee, at the direction of the Company, shall make an appropriate deduction or deductions from any future benefit payments payable to the Employee under this Plan for the purpose of recovering overpayments made to the Employee under any General Motors employee benefit plan. Amounts so deducted shall be remitted by the Company or Trustee to the applicable benefit plan. The Company or Trustee, as applicable, by such remittance, shall be relieved of any further liability with respect to such payments.

**ARTICLE IX
DEFINITIONS**

As used herein:

(1) "*Active Employment Roll*" - An Employee shall be deemed to be on the Active Employment Roll:

- (a) while in Active Service,
- (b) while on an authorized vacation,
- (c) while on an authorized leave of absence (other than a sick leave) which is limited, when issued, to 90 days or less,
- (d) during the first 90 days on a sick leave of absence,
- (e) during the first 120 calendar days on a temporary layoff,
- (f) while on a disciplinary layoff, or

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Art. IX, (1)(g)

(g) while absent without leave up to 10 calendar days from the Employee's last day worked; provided, however, that solely with respect to the provisions of Article IV, Section 1(c) (eligibility for a Separation Payment), an Employee also shall be deemed to be on the Active Employment Roll while on strike;

(2) "Active Service" - An Employee is in Active Service in any Pay Period for which the Employee draws pay;

(3) "Bargaining Unit" means a unit of Employees covered by the Collective Bargaining Agreement;

(4) "Base Hourly Rate" (excluding cost-of-living allowance and all other premiums and bonuses of any kind) means:

(a) with respect to a Regular Benefit or Separation Payment, the Employee's straight-time hourly rate on the Employee's last day of work in the Bargaining Unit; except, that if the Employee:

(i) had a higher straight-time hourly rate in 1 or more specified Bargaining Units at any time during the 13 consecutive Pay Periods ending with the Pay Period which includes the Employee's last day worked (hereinafter referred to as the 13 Week Period), Base Hourly Rate shall be such higher rate; or

(ii) worked on incentive or piece work in at least 4 Pay Periods in 1 or more specified Bargaining Units during the 13 Week Period, Base Hourly Rate shall be the Employee's average earned hourly rate for the last 4 Pay Periods worked in the Bargaining Unit(s) and for which the Employee had any incentive earnings or, if higher, the Employee's average earned hourly rate for the first 4 Pay Periods worked in the Bargaining

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Art. IX, (4)(a)(ii)

Unit(s) and for which the Employee had any incentive earnings during the 13 Week Period; provided, however, that if it is established that during the 13 Week Period the Employee worked in less than 4 Pay Periods but during each such Pay Period worked on incentive or piece work, the Employee's Base Hourly Rate shall be the Employee's average earned hourly rate for such Pay Periods. Such average earned hourly rate shall be computed by dividing the Employee's total straight-time hourly earnings (excluding any premiums or bonuses of any kind) for all hours worked during the applicable 4 Pay Periods by the total number of straight-time hours worked during such Pay Periods; provided, however, that with respect to Employees permanently laid off on or after November 1, 1987 in Plant Closing situations, the applicable "13 Week Period" will be lengthened to a "52 Week Period" (52 consecutive Pay Periods ending with the Pay Period which includes the Employee's last day worked);

(b) with respect to an Automatic Short Week Benefit, the highest straight-time hourly rate paid the Employee in the Bargaining Unit during the Pay Period in which the Short Work Week occurs; and, for an Employee who worked on incentive or piece work at any time during the Pay Period in which the Short Work Week occurs, the average straight-time hourly earned rate for the Employee's last Pay Period worked in the Bargaining Unit immediately preceding the Week in which the Short Work Week occurs;

(c) the Base Hourly Rate determined under (a) or (b) above, shall be adjusted to include:

(i) the amount of any applicable cost-of-living allowance in effect with respect to the Week for which the Benefit is paid, and, for a Separation Payment, any such allowance in effect with respect to the last day worked for the Company; and

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Art IX, (4)(c)(ii)

(ii) with respect to Benefits, the amount of any wage increase, if any, provided for in Paragraph 101(a) of the Collective Bargaining Agreement which became effective (pursuant to the Collective Bargaining Agreement) after the day or period used to establish the Employee's Base Hourly Rate. In such event the amount of increase shall be the amount applicable to the job classification in which the Employee worked either on the day, or the last day of the period, for which the Employee's Base Hourly Rate was determined under (a) or (b) above. The Base Hourly Rate adjustment due to the increase shall be effective with respect to Benefits which may be payable for and subsequent to the Week in which such increase became or becomes effective;

(5) "*Benefit*" means a Regular Benefit, an Automatic Short Week Benefit, an Alternate Benefit, a Transition Support Program Benefit, or any or all 4, as indicated by the context:

(a) "*Alternate Benefit*" means the benefit payable to an eligible Employee, in certain circumstances, in a State which does not permit Supplementation;

(b) "*Automatic Short Week Benefit*" means the benefit payable to an eligible Employee for a Short Work Week;

(c) "*Leveling Week Benefit*" means the Regular Benefit payable to an eligible Employee for all or part of a Week because, with respect to the Week, the Employee was serving a State System "waiting week" and during such Week or part thereof the Employee was temporarily laid off out of line of Seniority pending an adjustment of the work force in accordance with the terms of the Collective Bargaining Agreement;

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Art IX, (5)(d)

(d) "*Regular Benefit*" means the benefit payable to an eligible Employee for a Week of layoff in which the Employee performed no work for the Company and for which the Employee received no jury duty pay, bereavement pay or military pay from the Company, or for which the Employee received holiday pay from the Company if the Employee was not eligible for an Automatic Short Week Benefit for such Week;

(e) "*Transition Support Program Benefit*" means the benefit payable to an eligible, Traditional Employee, for a qualifying week of indefinite layoff, after the Employee's Regular Benefit eligibility has been exhausted.

(6) "*Board*" means the Board of Administration under the Plan;

(7) "*Collective Bargaining Agreement*" means the currently effective collective bargaining agreement between the Company and the Union which incorporates this Plan by reference;

(8) "*Combined JOBS/SUB Maximum Financial Liability Cap*" means the amount available for JOBS and SUB benefits as described under Article VII, Section 2(c);

(9) "*Company*" or "*Corporation*" means General Motors Company;

(10) "*Compensated or Available Hours*" for a Week shall be the sum of:

(a) all hours for which an Employee receives pay from the Company (excluding pay in lieu of vacation) with each hour paid at premium rates to be counted as 1 hour; plus

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Art. IX, (10)(b)

(b) all hours scheduled for or made available to the Employee by the Company but not worked after having been given reasonable notice (including as full work days any period on leave of absence, or excused or unexcused absence); provided, however, if the hours made available but not worked were:

(i) straight-time hours, in accordance with Paragraph (84) of the Collective Bargaining Agreement, which the Employee had an option to refuse under a Local Seniority Agreement or which the Employee could refuse without disqualification under Section 3(b)(3) of Article I, or

(ii) overtime hours which the Employee was prohibited from working due to written restrictions concerning the number of hours that the Employee could work on a given day or in a given Week, imposed by the Employee's personal physician and concurred in by the Plant Medical Director, such hours are not to be considered as hours made available by the Company; plus

(c) all hours not worked by the Employee because of any of the reasons disqualifying the Employee from receiving a Benefit under subsections 3(b)(2) and 3(b)(4) of Article I; plus

(d) all hours not worked by the Employee which are in accordance with a written agreement between Local Management and the Shop Committee or which are attributable to absenteeism of other Employees; plus

(e) with respect to a Part-Time Employee, or an Employee on a three-shift operation on which less than 8 hour shifts of work are scheduled, or an Employee on any shift of work on which less than 40 hours of work per Week are regularly scheduled, a number of hours equal to the difference between such Employee's regularly compensated hours during a Work Week and 40.

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Art IX, (10)(e)

Compensated or Available Hours will exclude any hours of overtime that are either worked or made available subsequent to a layoff of Employees during the Week, unless notice of intent to work overtime has been given to Employees by the Company prior to the layoff. Notice of intent to work overtime shall include without limitation either notice of the overtime schedule which would be applicable to the Employee or an offer of work to the Employee.

(11) "*Dependent*" means a spouse or a person defined as a dependent under the Internal Revenue Code;

(12) "*Employee*" means an hourly-rate employee in a Bargaining Unit covered by the Plan;

"*Part-Time Employee*" means an hourly-rate employee in the Bargaining Unit, excluding Employees on three-shift operations on which less than 8 hour shifts of work are scheduled, who, on a regular and continuing basis, performs jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular Work Week, provided that the services of such employee are normally available for at least half of the employing unit's regular Work Week;

The term "*Employee*" shall not include contract employees, bundled services employees, consultants, or other similarly situated individuals, individuals who have represented themselves to be independent contractors, or employees of a domestic subsidiary of the Company except as their participation in this Plan is approved by the Company Board of Managers for inclusion and as specifically identified on Appendix A to this Plan.

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Art. IX, (12)

The following classes of individuals are ineligible to participate in this Plan, regardless of any other Plan terms to the contrary, and regardless of whether the individual is a common-law employee of the Company:

(a) Any individual who provides services to the Company where there is an agreement with a separate company under which the services are provided. Such individuals are commonly referred to by the Company as "contract employees" or "bundled-services employees";

(b) Any individual who has signed an independent contractor agreement, consulting agreement, or other similar personal service contract with the Company;

(c) Any individual who both (a) is not included in any represented bargaining unit and (b) who the Company classifies as an independent contractor, consultant, contract employee, or bundled-services employee during the period the individual is so classified by the Company.

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Company, but who are not paid as though they were employees of the Company, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

(13) "Fund" means a trust fund established under the Plan to receive and invest Company contributions and to pay Benefits and Separation Payments;

(14) "Good Cause" for failure to report to work on the date scheduled pursuant to a Company job offer or for refusing to interview or failing to appear for an interview or related physical examination is deemed to

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Art IX, (14)

exist if there is a justifiable reason, determined in accordance with a standard of conduct expected of an individual acting as a reasonable person in light of all the circumstances. Justifiable reasons include, but are not limited to, the following:

(a) Acts of God that prevent an individual from reporting on the date scheduled for work or for a Company employment interview or related physical examination;

(b) Personal physical incapacity;

(c) Death occurring in the Employee's immediate family which would have otherwise been covered as bereavement time under the Collective Bargaining Agreement if the Employee were at work in the Bargaining Unit; and

(d) Jury duty.

(15) "*Local Committee*" means the Committee established by the Board with respect to each Plant or Plants to handle Employee appeals from Company determinations;

(16) "*Plan*" means the amended Supplemental Unemployment Benefit Plan as set forth in this Exhibit D-1;

(17) "*Plant*" means a location or locations in, or out of, which an Employee works;

(18) "*Plant Closing*" means the permanent discontinuance (or an indefinite long-term discontinuance without a projected date of resumption) of total production operations at a Company plant constituting a local Bargaining Unit;

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Art IX, (19)

(19) "*Seniority*" means seniority status under the Collective Bargaining Agreement;

(a) "*Break in Seniority*" means any break in or loss of Seniority pursuant to the Collective Bargaining Agreement;

(b) "*Years (or Year) of Seniority*" means for all purposes of this Plan and for those purposes only, the longest Seniority an Employee has in any Bargaining Unit except that in determining an Employee's "longest Seniority", if the Employee has Seniority (or if, while on the Active Employment Roll, acquires Seniority) in a Bargaining Unit at the time Seniority is broken in another Bargaining Unit under the time for time provisions of the Collective Bargaining Agreement or because the Employee refuses recall at such other Bargaining Unit, or if Seniority is broken in a Bargaining Unit because the Employee quits to respond to recall to another Bargaining Unit, or because the Employee quits to accept placement as a journeyman/woman in another Bargaining Unit where the Employee has completed an apprentice training program, or the Employee's Seniority is adjusted due to time spent in a salaried position, such lost Seniority shall be included in "Years of Seniority";

(20) "*Separation Payment*" means a lump-sum amount payable to an eligible person by reason of qualified layoff and certain separations from the Company;

(21) "*Short Work Week*" means a Work Week during which an Employee has less than 40 Compensated or Available Hours and (a) during which the Employee performs some work for the Company or (b) for which the Employee receives some jury duty pay, bereavement pay or military pay from the Company, or (c) for which the Employee receives only

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Art IX, (21)

holiday pay from the Company and, for the immediately preceding Week, either received an Automatic Short Week Benefit or had 40 or more Compensated or Available Hours;

(22) "*State System*" means any system or program established pursuant to any state or federal law for paying benefits to persons on account of their unemployment under which a person's eligibility for benefit payments is not determined by application of a "means" or "disability" test. State System also includes:

(a) any system or program established by law to supplement, replace or extend the benefits available under any state or federal laws for paying benefits to persons on account of their unemployment (such as the Trade Readjustment Allowance provided under the Federal Trade Expansion Act of 1962, as amended, and the Trade Act of 1974), or

(b) any such system or program established for the primary purpose of education or vocational training where such programs may provide for training allowance;

"*State System Benefit*" means an unemployment benefit payable under a State System, including any dependency allowances and training allowances but excluding any allowance for transportation, subsistence, equipment or other cost of training and excluding any "Back-to-Work" payment for a week made, in addition to the regular State System Benefit otherwise payable for such week, to an Employee who has been on layoff for a prescribed number of weeks and returns to full-time work within a prescribed period, and also shall mean a lost time benefit which an Employee received under a Workers' Compensation law or other law providing benefits for occupational

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Art IX, (22)(b)

injury or disease, while not totally disabled and while ineligible for a sickness and accident benefit under the Life and Disability Benefits Program. If an Employee receives a Workers' Compensation benefit while working full-time and a higher Workers' Compensation benefit while on layoff from the Company, only the amount by which the Workers' Compensation benefit is increased shall be included;

(23) "Supplementation" means recognition of the right of a person to receive both a State System Benefit and a Regular Benefit under the Plan for the same Week of layoff at approximately the same time and without reduction of the State System Benefit because of the payment of the Regular Benefit under the Plan;

(24) "Trustee" means the trustee or trustees of the Fund established under the Plan;

(25) "Union" means International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW;

(26) "Week" when used in connection with eligibility for and computation of Benefits with respect to an Employee means:

(a) a period of layoff equivalent to a Work Week;

(b) a Work Week for which the total pay received or receivable by an Employee from the Company (including holiday pay, but not vacation pay allowances), and any amount of unearned pay computed, as if payable, for hours made available by the Company but not worked, (excluding hours not worked which the Employee had an option to refuse under the Local Seniority Agreement or could refuse without disqualification under Section 3(b)(3) of Article I) is less than the benefit amount described in Article II, Section 1(a); or

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Art IX, (26)(c)

(c) a Short Work Week;

"Week of layoff" shall include any such Week; provided, however, that if there is a difference between the starting time of a Work Week and of a week under an applicable State System, the Work Week shall be paired with the State System week which corresponds most closely thereto in time; except that if an Employee is ineligible for a State System Benefit because of any of the reasons set forth in Section 1(b) of Article I (excluding the reasons under items (3) and (4) thereof) for the entire continuous period of layoff, the week under the State System shall be assumed to be the same as the Work Week. If an Employee becomes ineligible for a State System Benefit because of the reasons set forth in Section 1(b) of Article I, excluding items (3) and (4) thereof, during a continuous period of layoff, the week under the State System shall be assumed to continue to be, for the duration of the layoff period during which the Employee remains so ineligible, the 7-day period for which a State System Benefit was last paid to the Employee during such continuous period of layoff. Each Week within a continuous period of layoff will not be considered a new or separate layoff. Notwithstanding the foregoing provisions of this definition, if an Employee is ineligible for a State System Benefit because of the reason set forth in item (3) of Section 1(b) of Article I, the week under the State System shall be assumed to be the 7-day period which would have been used by the State System if the Employee had applied for a State System Benefit on the first day of partial or full layoff in the Work Week and had been eligible otherwise for such State System Benefit;

(27) "Weekly After-Tax Pay" means the amount of an Employee's Weekly Straight-Time Pay reduced by the sum of all federal, state and municipal taxes and

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Art. IX, (27)

contributions which would be required to be collected, deducted, or withheld by the Company from a regular weekly wage of such amount if paid to the Employee for the last Pay Period worked in the Bargaining Unit; provided, however, that any changes (or corrections) in the number of an Employee's Dependents that occurs (or is made) during a period of layoff will be reflected in a redetermination of the amount of the Employee's Weekly After-Tax Pay applicable to the Week following the Week in which the Company receives notice of such change (or correction);

(28) "*Weekly Straight-Time Pay*" means an amount equal to an Employee's Base Hourly Rate (as determined for a Regular Benefit) multiplied by 40 (or, in the case of a Part-Time Employee, by the number of hours the Employee is regularly scheduled to work during a Work Week);

(29) "*Work Week*" or "*Pay Period*" means 7 consecutive days beginning on Monday at the regular starting time of the shift to which the Employee is assigned, or was last assigned immediately prior to being laid off.

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APPENDIX A
Manual Transmissions
of Muncie, LLC
(formerly New Venture Gear,
Muncie, Indiana.)

10-22-15 *Jim*

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**OTHER
SUB
ITEMS**

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Weather Cond. & Riot Ltr.

GENERAL MOTORS LLC

Date: ~~September 16, 2011~~ -(A)-

To: All General Managers
All Personnel Directors

Subject: Failure to Work Forty Hours as
a Consequence of Severe Weather
Conditions or Riots - SUB Plans

In general, the following SUB Plan determinations apply with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred. Attached as a tool to aid in the application of this letter is a flow chart. Nothing in the flow chart changes any terms of this letter.

1. With respect to a day for which the plant gives notification by public announcement or otherwise of a shutdown, a SUBenefit shall be paid as provided under the Plan to an otherwise eligible laid off employee.
2. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees, and forty percent (40%) or less of the employees scheduled to report for work on the shift have not reported to work prior to the shutdown, a SUBenefit shall be paid to an otherwise eligible employee who reported for work but was sent home when the plant suspended operations; provided, however, that if the amount of such SUBenefit payable plus the pay for hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Company for such day (including pay for any hours worked) in lieu of such SUBenefit,

10-22-15 *Jim*

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Weather Cond. & Riot Ltr.

as provided below. In calculating the SUBenefit, credit should be taken as Available Hours for any period between the starting time of the employee's regular shift and the time the employee reported for work.

- (a) An employee who reports for work during the first 4 hours of the employee's regular shift on a day the plant has attempted to operate and subsequently shuts down, shall receive a SUBenefit for any hours not worked or made available during the period between the time the employee reported for work and the end of the employee's regular shift; provided, however, that if the amount of such SUBenefit payable plus the pay for any hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Company for such day (including pay for any hours worked) in lieu of such SUBenefit.

With respect to an otherwise eligible employee who reports for work during the last 4 hours of the employee's regular shift, a SUBenefit shall be payable for any hours not worked or made available during the period between the time the employee reported for work and the end of the employee's regular shift and the minimum 4 hours' pay provisions shall not apply.

- (b) In addition to the provisions of 2(a) above, if overtime hours occur during the week in which the only day(s) of layoff is a day on which the plant attempted to operate but subsequently shutdown due to employee absenteeism, the SUBenefit for an otherwise eligible employee shall be calculated with respect to the week. The SUBenefit amount,

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Weather Cond. & Riot Ltr.

if any, plus the pay for any hours worked on such day(s) shall be measured against the minimum 4 hours' pay provision, if applicable, for such day(s).

However, if overtime hours occur during a week having 2 or more days of layoff, including at least one such day on which the plant attempted to operate but subsequently shutdown due to employee absenteeism, the overtime hours may only be applied to reduce hours of layoff on days other than such days on which the plant attempted to operate. Consequently, a separate SUBenefit shall be calculated for each such day on which the plant attempted to operate, and the amount of such SUBenefit, if any, plus the pay for any hours worked on such day shall be measured against the minimum 4 hours' pay provision, if applicable. If a SUBenefit is payable for such day, it shall be included and paid with any SUBenefit otherwise payable for the remainder of the week; provided, however, that the sum of such SUBenefits cannot exceed the SUBenefit, if any, that would otherwise be payable under the Plan for the Week.

- (c) A SUBenefit shall not be paid to an employee for a day when the plant was attempting to operate if such employee failed to report for work at any time during such day. The total number of hours of the employee's regular shift for such day (8 hours in most cases) will be included as hours made available but not worked in the calculation of any SUBenefit otherwise payable for the week.

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Weather Cond. & Riot Ltr.

3. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees and more than forty percent (40%) of the employees scheduled to report for work on the shift have not reported to work prior to the shutdown, the facts and circumstances of the local situation will be reviewed with the General Motors Employee Benefits Staff and a determination shall be made by them with respect to any additional SUBenefit eligibility beyond the eligibility provided under item "2." above. Where no additional SUBenefit eligibility is authorized, the provisions and procedures under item "2." above will be followed. If additional SUBenefit eligibility is authorized the following will apply.

- (a) Employees who report to work at any time during their shift shall have all hours worked or paid for such day disregarded in calculating Compensated or Available Hours for the Week and shall be deemed to be on qualified layoff for the shift.
- (b) Employees who did not report for work at any time during their shift shall be deemed to have been on qualified layoff for all of the day in calculating any SUBenefit otherwise payable for the Week.

The minimum 4-hours' pay provisions shall apply to all employees who report to work during the first four hours of their shift.

The foregoing SUB Plan determinations with respect to a day when the plant attempts to operate during severe weather conditions or during an actual or threatened riot apply only in situations where the plant is subsequently forced to shutdown because of employee absenteeism. If the plant shuts down early or employees are sent home for any reason other

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Weather Cond. & Riot Ltr.

than employee absenteeism, eligible employees should be paid SUBenefits with respect to any period of qualified layoff to which they may be entitled under the Plan and the minimum 4 hours' pay provisions shall not be applicable.

4. With respect to a day during which the plant operates in an area in which severe weather conditions or an actual or threatened riot have occurred and more than forty percent (40%) of employees scheduled to report for work on the shift do not report to work at any time during their shift, the facts and circumstances of the local situation will be reviewed with the General Motors Employee Benefits Staff and a determination shall be made by them with respect to any SUBenefit eligibility for any employee for such day. If the determination does not authorize any SUBenefits, then no SUBenefit eligibility will be determined under the provisions of this letter. If a determination is made to authorize SUBenefit eligibility for the shift, such eligibility and SUBenefit calculation shall be made in accordance with item "3." above.
5. For all instances (1-4), all additional work (overtime) offered or performed in a week where SUBenefits due to Severe Weather have been authorized, will be disregarded in the calculation of the benefit regardless of when the work was offered.

In determining whether a plant shall attempt to operate during such severe weather conditions or during a riot occurring in the plant area, consideration should be given to the severity of the condition, actions of other employers in the area, and instructions, advice or proclamations issued by local or other authorities.

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CBZ 10/22/15

Weather Cond. & Riot Ltr.

Employees who are unable to get to work due to a "BAN" on driving will be considered on Qualified Layoff for 8 hours for the day. "BAN" means that under a local law/ordinance which is proclaimed to be in effect through a public safety announcement, that persons caught driving in a specified area (through which the employee had no alternative but to travel to get to work on regular shift), may ~~will~~ be ticketed, fined and/or jailed. Documentation of such public safety announcement is required from, or on behalf of, the employee(s) involved.

It is understood by the parties that the Union's agreement with the Company SUB Plan determinations to be followed with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred, as set forth in this letter, will in no way jeopardize or limit an employee's right of appeal under the Plan to any such Company determination.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 JU

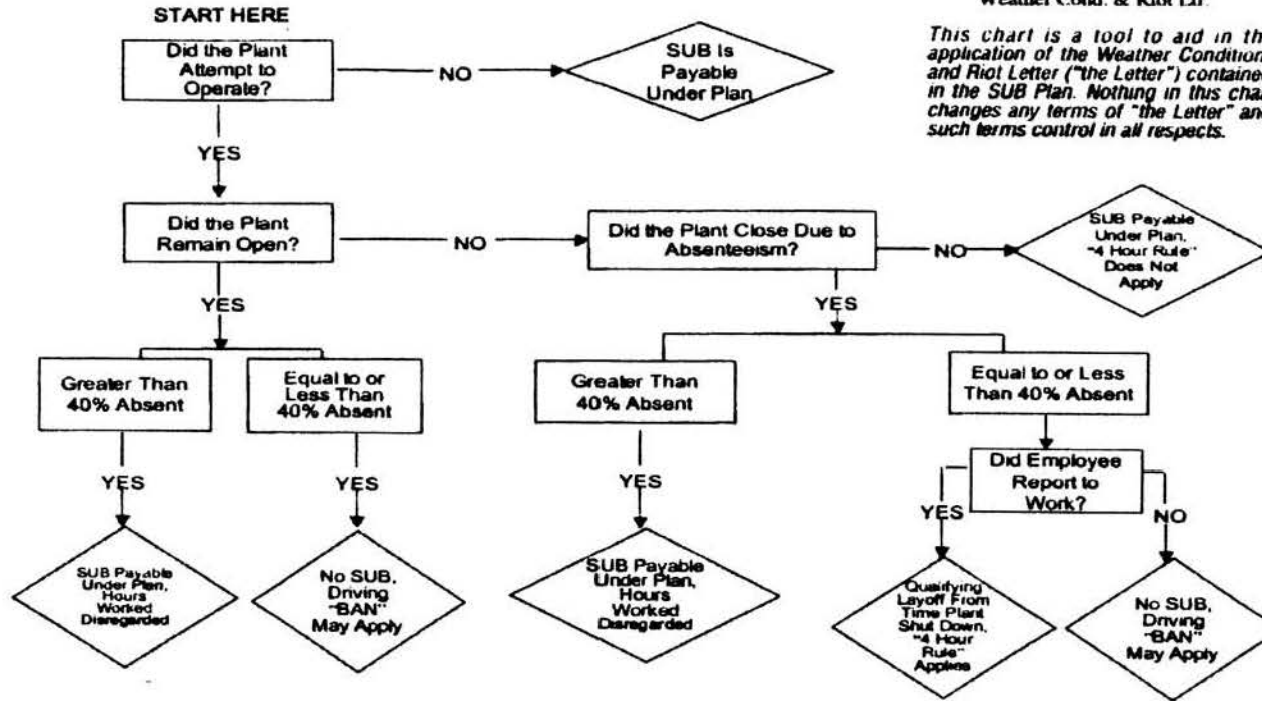
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SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

Weather Conditions and Riot Flowchart

Weather Cond. & Riot Ltr.

This chart is a tool to aid in the application of the Weather Conditions and Riot Letter ("the Letter") contained in the SUB Plan. Nothing in this chart changes any terms of "the Letter" and such terms control in all respects.



Weather Cond. & Riot Ltr.

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Ben. Flex. State Sys. Wks.

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Subject: Payment of Automatic Short Week
Benefits and State System Benefits With
Respect to the Same Week in States Using
"Flexible" State System Weeks

Dear ~~Mr. Ashton~~ Mrs. Estrada:

To prevent duplication of benefits for the same period of
layoff, Article II, Section 4(c) has been included in the
Supplemental Unemployment Benefit Plan which requires
an Employee to repay part or all of an Automatic Short
Week Benefit paid to the Employee for one or more days
of a Week for which the Employee receives a State System
Benefit.

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Ben. Flex. State Sys. Wks.

Should a problem develop in applying this provision to an individual case the parties agree to modify the effect of its application as far as is necessary to achieve equity for the Employee consistent with the purpose, structure, and basic provisions of the Plan.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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cbz 10/22/15

Outside Earnings Letter

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the 1973 negotiations the parties discussed situations wherein certain Employees have claimed earnings from other employers for purposes of establishing SUBenefit eligibility under the provisions of Article I, Section 1(b)(3) of the SUB Plan. Such earnings have been suspected to be amounts not resulting from bona fide employment.

The parties agree that SUBenefit eligibility under the provisions of Article I, Section 1(b)(3) requires bona fide earnings received for bona fide employment. Therefore, in accordance with Article V, Section 1(b) of the Plan, an Employee who invokes Article I, Section 1(b)(3) in support of the Employee's application for a Regular Benefit for a Week will be required, as a condition of eligibility for such Benefit, to submit evidence establishing that the Employee's pay for services rendered during that Week resulted from bona fide employment. Such evidence may include, but is not limited to, a statement from the employer showing information concerning the number of hours of work performed, a description of such work, the location and the rate of pay for the job. If

10-22-15 du

eb 10/22/15

Outside Earnings Letter

further investigation is deemed necessary, it is recognized that such investigation could properly include an on-site inspection of the work performed.

The above procedure will be used in cases where bona fide employment or bona fide earnings are questioned for reasons such as the fact that the employer is another individual and a relationship other than an employer- employee relationship existed prior to the time of employment or that the Employee was not in fact in an established trade or profession owned and operated by the Employee. This procedure shall not apply, however, where the earnings are reported to have been the result of employment by an employer liable for taxes or contributions or reimbursement of benefits under the law of the applicable State System.

Any term used in this letter and defined in the Plan has the same meaning in this letter as in the Plan.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg

Vice President

Labor Relations

North American

Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *du*
cb 10/22/15

W.C. Clarification Letter

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the 1976 national negotiations the Union expressed some concern regarding a possible interpretation of the provisions of Article I, Section 3(b)(4)(i) of the SUB Plan which could result in denying a Benefit to an otherwise eligible Employee who is claiming a benefit under a Workers' Compensation law while not totally disabled. This is to advise you that the provisions of Article I, Section 3(b)(4)(i) of the Plan will not be interpreted to disqualify an Employee on layoff from Benefits solely because the Employee is eligible for or claiming a permanent partial or scheduled loss

10-22-15 *JS*

chr 10/22/15

W.C. Clarification Letter

benefit under a Workers' Compensation law or other law providing benefits for occupational injury or disease so long as the injury or disease does not prevent the Employee from working.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *SW*

eb 10/22/15

Waiver of Separation Payment Layoff Waiting Period

GENERAL MOTORS LLC

~~September 16, 2011 - (A) -~~

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

The conditions of eligibility for a Separation Payment based on layoff, as set forth in Article IV of the Supplemental Unemployment Benefit (SUB) Plan, include the requirement that an Employee has been on layoff "...for a continuous period of at least 12 months (or any shorter period determined by the Company)"

This is to confirm our understanding with you reached in these negotiations that during the term of the 2007 SUB Plan the Company will waive the 12 month Separation Payment layoff waiting period described above with respect to layoffs resulting from plant closings, discontinuance of operations or other circumstances or events in which layoffs appear to be

10-22-15 *du*

cbz 10/22/15

Waiver of Separation Payment
Layoff Waiting Period

appear to be permanent and the Employees involved appear
to have no further opportunity for employment with the
Company.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *ju*

cbz 10/22/15

Direct Deposit

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the 2003 negotiations, the parties discussed the desire for employees to have the option of having direct deposit of their SUBenefit checks. Management will work with Fidelity, in conjunction with the transition of administrative responsibilities, to provide as soon as practical for direct deposit. The parties agree that following implementation, employees that have direct deposit instructions on file with payroll will have their SUBenefit checks direct deposited.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 du
cbr 10/22/15

Job Security Letter

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the 2007 negotiations, the parties agreed to a
Memorandum of Understanding - JOBS Program.

The parties have agreed that if, and when, the provisions of
the 1987 ~~GM-UAW-GM~~ SUB Plan are reinstated in
accordance with the "Exhaustion of SUB Cap" Letter
Agreement between the parties, dated September 24, 2007,
the following provision regarding charges against future
Company contributions to the SUB Trust Fund will apply:

The wages, including COLA and applicable shift premium,
of a Protected employee not assigned to an opening due to
a volume increase will be charged as follows: (1) the gross
amount the employee would otherwise receive from the
Trust Fund in Supplemental Unemployment Benefits will
be

10-22-15 Ju
cbz 10/22/15

Job Security Letter

charged against future Company contributions to the SUB fund, and (2) the remainder will be charged as a plant payroll expense.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 Gu
CBS 10/22/15

Automated SUB Application Procedure

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the 1987 National Negotiations the parties discussed the desirability of expanding the implementation of an "Automated Regular SUBenefit Application Procedure" across the several States having GM SUB-covered Employees. During the 1993 National Negotiations the parties acknowledged the success of such programs in Michigan, New York and certain other plant locations. The parties agreed to continue to pursue the implementation of such procedures in other states.

The automated procedure would be applicable to laid off Employees eligible for Regular Benefits under the SUB Plan who receive a State System Benefit. The contemplated procedure described below is subject to the development of specific business process rules and the establishment of effective means of transferring potentially large volumes of information from the states to the Company.

Under the automated procedure, the Company would utilize State System Benefit payment information provided by the states to calculate the payment of Regular Benefits for each full week of layoff. For this purpose, each otherwise SUB eligible Employee's application for a State System Benefit for each week

10-22-15 *See*
cbt 10/22/15

Automated SUB Application Procedure

will constitute an application for a SUB Regular Benefit for the respective week. The submission of a written Regular Benefit application for each week of layoff will not be required by an Employee otherwise eligible under the automated procedure.

A laid off Employee ineligible for a State System Benefit will be required to submit an application for each week of layoff in accordance with the routine Regular SUBenefit application procedures.

A basic condition upon which the automated SUB application procedure would be implemented is the Company's ability to obtain from the states in a timely and acceptable format, all State System Benefit payment information, including but not limited to, any weekly Unemployment Compensation (UC), Trade Readjustment Allowance (TRA), Extended Unemployment Compensation and Emergency Unemployment Compensation (EUC), necessary for the Company's determination of an Employee's eligibility for, and the amount of, a Regular Benefit under the SUB Plan. If timely and acceptable State System Benefit information becomes unavailable from a state after an automated procedure has been implemented, the automated procedure will be suspended in that state immediately and eligible Employees will be required to submit applications in accordance with the Regular Benefit application procedures.

As noted, when these automated SUB application procedures apply, an Employee's application for a State System Benefit will constitute submitting an application (and supporting information) for Regular Benefits from the SUB Plan with the same force and effect as though the Employee had provided the application (and related information) directly to the Plan on a routine SUBenefit application form. Although information initially is provided to the State Benefit system, as it affects SUB processing, the Employee will have the same responsibility for

10-22-15 *DM*

ebz 10/22/15

Automated SUB Application Procedure

providing accurate information as it applies for routine SUB applications (with determinations and appeals regarding possible SUB errors or misrepresentations determined solely under the present SUB review provisions).

In the event a significant number of Employees at a plant receive a State System Benefit and are determined by the Company to be ineligible for a Regular Benefit because they are not on a qualifying layoff under the provisions of Article I, Section 3(b)(2) of the SUB Plan, the Company will promptly notify the International Union and Local Unions of such determination. In addition, the Company's determination will be posted on local plant bulletin boards in accordance with local practices. Such posting will be deemed to satisfy the denial of benefits notice requirements as provided under Article V, Section 2(c) of the SUB Plan. This provision is intended solely to prevent substantial and duplicative SUB administrative processing and will not be interpreted in such a manner as to preclude any Employee from filing an appeal with respect to any such Company determination.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 Su

ebz 10/22/15

Continuing SUBenefits

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the current negotiations, the Company and the Union expressed mutual concern with respect to the number of laid off Employees at certain locations. The parties recognized the need to increase employment opportunities for laid off GM Employees and improve the operational effectiveness throughout the Company. The parties also recognized the necessity of maintaining employment levels that effectively fulfill the current and future specific manpower needs of the organization.

The parties agreed for certain Employees on layoff status as of the effective date of the ~~2007~~2015 Collective Bargaining Agreement, to make SUBenefits available.

For Employees laid off during the term of the 1990 through 1999 Agreements with one or more Years of Seniority as of their last day worked prior to layoff, SUBenefits will be payable to such otherwise eligible Employees under the terms of the ~~2007~~2015 SUB Plan.

10-22-15 *Ja*

CB 10/22/15

Continuing SUBenefits

The following Continuing SUBenefit provisions are applicable to Employees laid off prior to the 1990 Agreement:

1. For Employees with 10 or more Years of Seniority as of their last day worked prior to layoff, 52 weeks of "Continuing SUBenefits" will be payable to such otherwise eligible Employees.
2. For Employees with 1 but less than 10 Years of Seniority as of their last day worked prior to layoff, 26 weeks of "Continuing SUBenefits" will be payable to such otherwise eligible Employees.
3. All Employees' eligibility for "Continuing SUBenefits", as detailed in (1) and (2) above, will expire at the earliest of (a) returning to work for the Company, or (b) the end of the ~~2011~~2015 Agreement, or (c) exhaustion of the SUB Maximum Financial Liability Cap with respect to this Plan.
4. The "Continuing SUBenefits" will be in an amount equal to a Regular SUBenefit paid without reduction for the low level of the SUB trust fund. "Continuing SUBenefits" payable under this letter agreement will be charged against the SUB Maximum Financial Liability Cap established under the ~~2011~~2015 Agreement.

10-22-15 Ju
efz 10/22/15

Continuing SUBenefits

5. "Continuing SUBenefits" paid under this letter agreement are payable in lieu of any "Continuing SUBenefits" payable under any other letter agreement.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *du*

cbz 10/22/15

Extended SUBenefits Idled Plants

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the current contract negotiations, the Company and the Union held discussions on the special circumstances surrounding the four Plants idled during the 1987 Agreement: BOC Leeds, CPC- Fiero, CPC-Framingham and CPC-Lakewood. As a result of these discussions, the parties have agreed to a special benefit for employees at the above four locations.

The parties agreed for certain Employees on layoff status at such Plants as of the effective date of the ~~2011~~ 2015 Collective Bargaining Agreement, to make available additional Weeks of Extended SUBenefits

The following Extended SUBenefit provisions are applicable to such Employees:

1. For Employees at such Plants with 10 or more Years of Seniority as of their last day worked prior to layoff, 65 weeks of "Extended SUBenefits" will be payable to such otherwise eligible Employees.

10-22-15 *Jim*

cbs 10/22/15

Extended SUBenefits Idled Plants

2. For Employees at such Plants with 1 but less than 10 Years of Seniority as of their last day worked prior to layoff, 39 weeks of "Extended SUBenefits" will be payable to such otherwise eligible Employees.
3. The Employee's eligibility for "Extended SUBenefits", as detailed in (1) and (2) above, will expire at the earlier of (a) returning to work for the Company, or (b) the end of the 1999 Agreement.
4. The "Extended SUBenefits" will be in an amount equal to a Regular SUBenefit paid without reduction for the low level of the SUB trust fund. "Extended SUBenefits" payable under this letter agreement will not be charged against the SUB Maximum Financial Liability Cap established under the ~~2011~~2015 Agreement.
5. "Extended SUBenefits" paid under this letter agreement are payable in lieu of any "Continuing SUBenefits" payable under any other letter agreement between the parties.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *ju*

ebz 10/22/15

Exhaustion of SUB Cap

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

This will confirm an understanding between the Company and the Union with respect to the ~~2011~~2015 ~~GM-UAW-GM~~ SUB Plan.

In the event the SUB Maximum Financial Liability Cap, as adjusted by any amount shifted between the JOBS and SUB Maximum Financial Liability Caps, and including any additional amount generated by the formula (which cannot exceed \$447 million) under Section 3(d) of Article VII, becomes exhausted with respect to the ~~2011~~2015 SUB Plan at any time during the period covered by such Plan, the applicable provisions of the 1987 ~~GM-UAW-GM~~ SUB Plan (including benefit eligibility, calculation, duration and funding) shall be reinstated to provide thereunder SUBenefits for subsequent Weeks of layoff to otherwise eligible Employees. It is further understood that should the 1987 SUB Plan be reinstated, it will include (i) a book account balance equal to the SUB Plan trust Fund balance as of the 1990 SUB Plan effective date (\$14,768,027.21), to be used for the payment of SUBenefits thereafter under the 1987 Plan provisions, and including usage, under the 1987 SUB Plan provisions, of the ACA

10-22-15 Su

cbz 10/22/15

Exhaustion of SUB Cap

and GBA contingency account balances as of the 1990 SUB Plan effective date, (ii) contributions based on hours compensated will be based on Article VII, Section 5 of the 1987 Plan, as modified by this letter, with the percentage relationship of the value of the assets of the Fund to the maximum funding of the Fund determined including the balance in the book account in determining the asset value, (iii) any balance in the book account will be treated as assets in the Fund for determining the CUCB for credit unit cancellation purposes and all other provisions in which the assets affect benefits or financing, and (iv) additional contributions will be made to the Fund equal to interest on an amount equal to the balance in the book account on the same basis as if that amount were in the Fund.

As of such 1987 Plan reinstatement date, an Employee's Credit Unit balance, if any, shall be the unused balance of Credit Units (i) to the Employee's credit on October 8, 1990, if in Active Service on such date, or (ii) remaining to the Employee's credit as of the Employee's return to work date subsequent to October 8, 1990, if on layoff on October 8, 1990, or (iii) remaining to the Employee's credit as of the 1987 Plan reinstatement date, if the Employee is on layoff as of October 8, 1990 and does not return to work prior to such Plan reinstatement date, or (iv) suspended under the provisions of item #2 of the "Level of Benefit Entitlement" Letter Agreement attached to the 1990 SUB Plan, dated September 17, 1990.

10-22-15 *du*

obs 10/22/15

Exhaustion of SUB Cap

In addition, should the 1987 SUB Plan be reinstated by the Company during the period covered by the ~~2011~~2015 SUB Plan, the Company contribution schedule set forth in Table D of the 1987 Plan shall be increased across the board by 4 cents.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *ju*

eb 10/22/15

Data Reports

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the need to review for possible modification the monthly, quarterly and annual reports to the Union, as provided for under Article VII, Section 5 of the Plan.

Therefore, for such purpose the parties have agreed to review the format and specific information provided to the Union on a monthly, quarterly and annual basis. Any modifications are to be mutually agreeable and determined within 120 days after the effective date of the Plan.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 Su

cbz 10/22/15-

Manual Transmissions of Muncie, LLC
GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

As discussed during these negotiations, this will confirm our understanding that for purposes of Article IX, (12) of the SUB Plan, the definition of Employee will include all hourly persons employed by Manual Transmissions of Muncie, LLC, formerly New Venture Gear, Muncie, Indiana.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

C-SUB/E-SUB Entitlement

GENERAL MOTORS LLC

~~September 16, 2011 - (A) -~~

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

This letter confirms the following understanding between the Company and the Union regarding unused ~~20072011~~ GM-UAW-GM Supplemental Unemployment Benefit (SUB) Plan Continuing SUBenefit (C-SUB) and Extended SUBenefit (E-SUB) entitlement.

(1) Any unused ~~20072011~~ SUB Plan C-SUB/E-SUB balance to an Employee's credit as of the effective date of the ~~2011~~ 2015 SUB Plan will be carried over and made available for use by such Employee during the term of the ~~2011~~ 2015 SUB Plan, provided:

(a) Such Employee is otherwise eligible to receive C-SUB or E-SUB under the ~~2011~~ 2015 SUB Plan;

(b) During the 60-day period immediately preceding ~~September 16, 2011 - (A) -~~, such Employee had applied for or received at least one C-SUB/E-SUB Benefit under the ~~20072011~~ SUB Plan;

(c) Any ~~20072011~~ C-SUB/E-SUB Benefits paid to such Employee on or after the effective date of the ~~2011~~ 2015 SUB Plan will be deducted from the

10-22-15 Su

cbj 10/22/15

C-SUB/E-SUB Entitlement

Employee's ~~2007~~2011 C-SUB/E-SUB balance otherwise eligible to be carried over as of such effective date; and,

- (d) Any ~~2007~~2011 C-SUB/E-SUB entitlement carried over on behalf of such Employee will be made available upon the exhaustion of such Employee's ~~2011~~2015 C-SUB or E-SUB entitlement.
- (2) Any Employee who did not apply for a C- SUB/E- SUB Benefit during the 60-day period immediately preceding ~~September 16, 2011~~ (B) -, solely because during such period the Employee was employed by the Company under the provisions of Appendix A, Section VII of the GM-UAW Collective Bargaining Agreement will be deemed to have "applied for or received" a C-SUB/E-SUB Benefit during such 60-day period.
- (3) Any ~~2007~~2011 C-SUB/E-SUB entitlement carried over to the ~~2011~~2015 SUB Plan may be utilized for any Week of qualifying layoff, during the term of the ~~2011~~2015 SUB Plan, for which the Employee is otherwise eligible for a Regular Benefit under the Plan.
- (4) Any C-SUB Benefits carried over and paid under the provisions of this Letter Agreement will be charged against the ~~2011~~2015 SUB Plan Maximum Financial Liability Amount. Any E-SUB entitlement carried over and paid on behalf of an Employee laid off from BOC-Leeds, CPC-Fiero, CPC-Framingham, or CPC-Lakewood, will not be charged to such Maximum Financial Liability Amount.
- (5) Any Employee's entitlement to any unused C- SUB/E- SUB entitlement will expire at the earliest of (a) the Employee's return to work for the Company, (b) the expiration of the ~~2011~~2015

10-22-15 *bu*

cbt 10/22/15

C-SUB/E-SUB Entitlement

Collective Bargaining Agreement, or (c) except in the case of an Employee laid off from one of the four GM locations identified in #4 above, exhaustion of the 20072011 SUB Plan Maximum Financial Liability Cap.

Any term used in this letter and defined in the Plan has the same meaning in this letter as in the Plan.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *bu*

cbz 10/22/15

Benefit Training and Education Ltr.

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties renewed their commitment to provide on-going training programs for Company and Union Benefit Representatives so as to improve the quality of service provided to hourly employees. The parties also recognized the importance of communications programs aimed at educating employees about their benefits.

It was agreed that such training and education programs will be developed jointly and the cost of developing and implementing such programs properly will be paid from the National Joint Skill Development and Training Fund as approved by the Executive Board for Joint Activities. These include, but are not limited to, the following:

- Annual ~~Joint~~ GM-UAW-GM Benefits Training Conference ~~may~~ will be scheduled upon approval by the parties.
- Continuing education program for Union Benefit Representatives will be revised, updated and provided by the parties. Training sessions will be scheduled for newly appointed Union Benefit Representatives and Alternates as agreed to by the parties. The

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Benefit Training and Education Ltr.

sessions will concentrate on areas such as eligibility to receive benefits, description and interpretation of benefit plan provisions, and calculation of benefits.

- Conduct periodic on-site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings on legal developments or other special needs.

Included also are any travel, lodging and living expenses incurred by Company and Union representatives in relation to the above. In addition, the Fund will pay for lost time (eight hours per day base rate plus COLA) of Union Benefit Representatives attending such programs away from their locations. The Company will pay for the time (eight hours per day base rate plus COLA) of alternate Union Benefit Representatives who replace those attending such programs.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

JPG
10/25/15

10-25-15

Improving Benefits Service Through Technology Ltr.

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties recognized the need to move ahead with the development of technological applications to improve the quality of service provided to hourly employees.

1. The parties recognized the need to provide the necessary tools to Local Union Benefit Representatives so that they may improve the service they are providing to hourly employees. Local Union Benefit Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive. ~~Therefore, the parties have agreed to implement an e-mail pilot program to provide Local Union Benefit Representatives the ability to contact the GM Benefits & Services Center (GMBSC) regarding routine non-emergency benefit questions. The e-mail functionality will be implemented no later than the fourth quarter of 2011. The parties will jointly review the effectiveness of the pilot program after 3 months from the pilot implementation date to determine the feasibility of implementation to all Local Union Benefit Representatives.~~

10-22-15 *Jim*

eb 10/22/15

Improving Benefits Service Through Technology Ltr.

2. The parties further agree that the Company ~~to~~ provide Local Union Benefit Representatives with GM On-Line computers with access to the appropriate systems required to perform their duties. The parties agree to provide voice mail, email and/or an answering machine at plant locations.
3. Information of importance to Local Union Benefit Representatives, including but not limited to the Benefits Supplemental Agreements, prescription drug therapy programs, training materials, and information updates will be jointly developed and made available on the Joint Activities System (JAS) at the Center for Human Resources.
4. The parties further agreed to work toward enhancing the information available through Fidelity's Plan Sponsor WebStation® (PSW).

In conclusion, during the term of the new Agreement, the parties pledge to carefully consider every opportunity to improve the quality and efficiency in benefits delivery.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *su*
cbz 10/22/15

Supplemental JOBS and SUB Funding

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations the Company agreed to increase by \$308 million the total financial liability that is provided under the ~~2011~~ 2015 ~~GM-UAW-GM~~ JOBS Program and SUB Plan. This additional financial liability, upon joint Company and Union determination, can be used for expenditures under the above plans.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 Su

cb 10/22/15

Act of God --Terrorism

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the ~~2007~~2015 negotiations, the parties ~~discussed~~
~~the significant acts of terrorism and severe weather that~~
~~had occurred during the term of the 2003 Agreement. The~~
parties recognize that the provisions of Article I, Section
3(b)(2)(iii) and (v) provide that layoff resulting from these
type of events are not qualifying layoffs under the Plan
(except as provided in Article I, Section 3(b)(2)(v)).

The parties further recognize that the desirability of
providing income security to employees impacted by
these events must be balanced with overall impact on the
Company.

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cb 10/22/15

Act of God —Terrorism

The parties agreed that should events occur that would fall under these provisions, they parties agree to provide the affected employees SUB and would discuss the circumstances surrounding each event before relying on the above cited provisions.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *ju*

cbz 10/22/15

Trade Adjustment Assistance

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the ~~2011~~ 2015 negotiations, the parties discussed the filing of trade petitions seeking Trade Adjustment Assistance for laid off workers who might benefit from such filings. The Parties further discussed the mutual benefit associated with working together on such filings and agreed to continue such joint efforts where applicable.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *Gu*

GIS Elimination

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

This letter confirms our understanding reached during these negotiations regarding the elimination of the Guaranteed Income Stream Benefit Program (GIS). The parties have agreed that the GIS Program will be eliminated with the effective date of the National Agreement. Should the JOB Security (JOBS) Program, provided for under Appendix K, be eliminated prior to the expiration of the 2011 Agreement, the parties have agreed to reinstate the GIS Program immediately under the terms and conditions of the 2003 Supplemental Agreement, Exhibit E.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *du*

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Direct Deposit Implementation

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

This letter confirms our understanding during these negotiations regarding the implementation of direct deposit of Supplemental Unemployment Benefit (SUB) benefit checks. The parties have agreed that direct deposit capability will be made available as soon as practicable in 2008 with an estimated availability date of July 1, 2008.

The International Union has continued these discussions during the life of the 2007 Agreement. The Company has given a new commitment in the 2011 Agreement with the planned completion of the new payroll system implementation and should be achieved by the end of the 2012.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *ju*

Contrary to the Intent (Transferees)

GENERALMOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

In instances where an eligible regular Employee,
Who has transferred to a new state location, attempts to
collect their initial Unemployment Compensation (UC)
benefit in the new state and fails to meet the application
time limit for that state resulting in a denial of their
initial UC benefit, the parties have agreed that denying a
SUBenefit in this instance would be contrary to the
intent of the Plan. In these instances, a SUBenefit may
be issued if the Employee is otherwise eligible to receive
the benefit.

Very truly yours,
GENERALMOTORSLLC

Catherine L. Clegg
Vice President
Labor Relations
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-22-15 *ju*

cbz 10/22/15

Regular Benefit Calculation

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

The parties have discussed the current method for calculating the Regular Benefit and have agreed that a Regular Benefit equals, on average, 74% of an Employee's Gross Weekly Wage. Effective with this agreement and going forward, Regular SUBenefits will be issued based on the table contained in Article II, Section 1 (a).

Very truly yours,
GENERALMOTORSLLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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cks 10/22/15

SUB Plan Additional Funding

GENERAL MOTORS LLC

September 16, 2011 - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

This confirms our understanding reached during these 2015 negotiations regarding additional funding -under the UAW-GM Supplemental Unemployment Benefit Plan. ~~In the event, during the term of the 2011-2015 Agreement, the Company and Union determine that the assets of the Fund are inadequate, the Company will provide transfer~~ such additional monies to finance the Fund as are necessary to provide for the continued operation of the Plan and the provision of full benefits under the 2015 SUB Plan for the term of the 2011-2015 Agreement.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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(Extension of GIS Elimination Suspension and JOBS
Reference Amendment)

GENERAL MOTORS LLC

~~September 16, 2011~~ - (A) -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these ~~(2011)~~ 2015 negotiations, the parties discussed the various references to JOBS contained in the Supplemental Unemployment Benefit Plan (SUB), Exhibit D. With consideration to the modifications to Appendix K made in the ~~2011~~ 2015 UAW/GM National Agreement, the references to JOBS are no longer meaningful or practical. Rather than attempting to remove all references to JOBS in the SUB Plan, the parties have agreed that all (JOBS) references should be disregarded as they are no longer valid.

This letter also confirms the understanding between the company and the Union to continue the suspended status of the four (4) letters in the February 17, 2009, Memorandum of Understanding
Re: Supplemental Unemployment Benefits.

(Extension of GIS Elimination Suspension
and JOBS Reference Amendment)

The suspended letters are as follows:

Continuing SUBenefits
Extended SUBenefits Idled Plants
C-SUB /E-SUBEntitlement
GIS Elimination

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

Benefit Plan Representatives

STATEMENT OF INTENT

Notwithstanding the provisions of Exhibit A, Section 3(c) of The General Motors Hourly-Rate Employees Pension Plan; Exhibit D, Articles V and VI of the Supplemental Unemployment Benefit Plan, and the Items Agreed to by ~~GM-UAW-GM~~ SUB Board of Administration; which deal with local union representatives for each of these benefit plan areas, the Company and the Union agree as follows:

1. *Appointment of Benefit Representatives*

(a) Local union benefit representative(s) and alternate(s) shall be appointed or removed by the GM Department of the International Union. Management benefit representative(s) shall be appointed or removed by management.

(b) Temporary replacement appointments may be made by the local union President for a minimum of one week and a maximum of four weeks. Replacement appointments for any absence in excess of four weeks also shall be made by the GM Department of the International Union. Replacement appointments in situations when the benefit representative(s) and alternate(s) are both absent but for less than one week and are on a leave of absence pursuant to the provisions of Paragraph 109 of the ~~GM-UAW-GM~~ National Agreement may be made by the local union President. Any problems that may arise under this procedure may be discussed by the Company with the GM Department of the International Union.

(c) A local union benefit representative shall be an employee of the Company having at least one year of seniority, and working at the plant where, and at the time when, such employee is to serve as such representative or alternate. No such representative or

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Benefit Plan Representatives

alternate shall function until written notice has been given by the GM Department of the International Union to the Company. In the case of temporary appointments, the notice should be given to local Management with additional copies forwarded to the GM Department of the International Union and the Company.

2. *Number of Local Union Benefit Representatives*

(a) In plants having a total of less than 600 employees, there may be one local union benefit representative and one alternate.

(b) In plants having a total of 600 but less than 1,200 employees, there may be two local union benefit representatives and two alternates.

(c) In plants having a total of 1,200 but less than 2,000 employees, there may be three local union benefit representatives and three alternates.

(d) In plants having a total of 2,000 but less than 5,000 employees, there may be four local union benefit representatives and three alternates. If such plants have a total of 1,400 or more employees on the second and third shifts combined, there may be five local union benefit representatives and two alternates.

(e) In plants having a total of 5,000 but less than 8,000 employees, there may be five local union benefit representatives and two alternates.

(f) In plants having a total of 8,000 but less than 10,000 employees, there may be six local union benefit representatives and two alternates.

(g) In plants having a total of 10,000 or more employees, there may be seven local union benefit representatives and two alternates.

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Benefit Plan Representatives

The number of employees as used herein shall include active employees, employees on sick leave of absence, and employees on temporary layoff.

3. Of the total number of local union benefit representatives and alternates otherwise available, one or more representatives and alternates may be assigned to the second shift or third shift so long as the total number of representatives and alternates set forth in Paragraph 2. above is not exceeded.

4. When plant population changes occur which would increase or decrease the number of local benefit plan representatives, such population changes must be in effect for a period of six consecutive months before such adjustment is made in the number of representatives, unless such population change results from the discontinuance or addition of a shift or the opening or closing of a plant. In the event of a cessation of operations, the Company, at the request of the UAW General Motors Department of the International Union, will provide for the continuance of Benefit Representation. Other situations involving a sudden significant change in the number of employees at a location may be discussed by the Company and the GM Department of the International Union.

5. Benefit Plan districts will be established by local mutual agreement. Only one local union benefit representative will function in a benefit district and will handle specified benefit plan problems raised by employees within that district pertaining to the Pension Plan, Life and Disability Benefits Program, Health Care Program and Supplemental Unemployment Benefit Plan Agreements. An alternate will be permitted to function in the absence of a local benefit plan representative on the benefit plan representative's shift.

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Benefit Plan Representatives

6. Any local union benefit representative may function as the member of the Pension Committee, as the member of the local Supplemental Unemployment Benefit Committee, or handle benefit problems under the Life and Disability Benefits Program and the Health Care Program with respect to employees in such representative's Benefit Plan district. An alternate may function in the absence of a local union benefit representative.

7. The time available to a local union benefit representative and alternate with respect to a Benefit Plan district may not exceed eight (8) regular working hours of available time in a day.

(a) On the local union benefit representative's regular shift and without loss of pay, a local union benefit representative(s) may ~~accompany the management benefit representative for a mutually agreeable joint off-site~~ visit to a local hospital, an impartial medical opinion clinic or a health maintenance organization, or other similar type facility ~~joint ventures~~, with respect to benefit plan matters.

(b) A local union benefit representative attending a scheduled Management-Union Benefit Plan meeting on a shift other than the representative's regular shift will be paid for time spent in such meeting.

(c) One local union benefit representative attending the local union retiree chapter meeting will be paid for time spent in such meeting.

(d) The time spent in such local union retiree chapter meetings, off-site visits or Management-Union Benefit Plan meetings will not result in additional hours which exceed regularly scheduled shift hours, overtime premiums or an increase in representation

cbz 10/22/15

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Benefit Plan Representatives

time being furnished as a result of the representative(s) not working a full shift on the representative's regular shift.

8. The local union benefit representative shall be retained on the shift to which the representative was assigned when appointed as such representative regardless of seniority, provided there is a job that is operating on the representative's assigned shift which the representative is able to perform.

9. The Benefit Plans — Health and Safety office may be used by local union benefit representatives during their regular working hours:

(a) To confer with retirees, beneficiaries, and surviving spouses who ask to see a local union benefit representative with respect to legitimate benefit problems under the Pension Plan, Life and Disability Benefits Program and Health Care Program Agreements.

(b) If the matter cannot be handled appropriately in or near the employee's work area, to confer with employees who, during their regular working hours, ask to see a local union benefit representative with respect to legitimate benefit problems under the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

(c) To confer with employees who are absent from, or not at work on, their regular shift and who ask to see a local union benefit representative with respect to legitimate benefit problems under the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

(d) To write position statements and to complete necessary forms with respect to a case being appealed to the Pension or SUB Boards by an

cbz 10/22/15

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Benefit Plan Representatives

employee in the local union benefit representative's Benefit Plan district, and to write appeals with respect to denied life, health care, and disability claims involving employees within the representative's Benefit Plan district.

(e) To file material with respect to the Pension, Life and Disability Benefits, Health Care and SUB Agreements.

(f) To make telephone calls with respect to legitimate benefit problems raised by employees under the Pension, Life and Disability Benefits, Health Care, and SUB Agreements.

10. Notwithstanding Item 7 of this Statement of Intent, during overtime hours, Local Union Benefit Representatives will be scheduled to perform in-plant benefit related activities, if they would otherwise have work available in their equalization group.

cb 10/22/15

10-22-15 Su

**ITEMS AGREED TO BY
GM-UAW-GM SUB BOARD
OF ADMINISTRATION**

COVERING

**SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN**

**(These "Items Agreed To"
are subject to change
at any time by mutual agreement
of the members of the
GM-UAW-GM SUB Board of Administration)**

cb 10/22/15

10-22-15 Su

Items Agr. To A

**Items Agreed to by GM-UAW
SUB Board of Administration**

A. LOCAL COMMITTEES

1. Meetings of the "Local Committee" established pursuant to the Plan shall be arranged by mutual agreement between the Company and Union Local Committee members.
2. Where a number of Employees are laid off in a Week and the Company has determined that SUBenefits will not be payable for such layoff, the Company member of the Local Committee will contact the applicable Union member promptly, advise the Union member of the reasons for such determination, and arrange a meeting to discuss such reason(s). Such meeting will be held no later than the Week following the Week in which the layoff occurred (unless such time limit is extended by agreement of the Company and Union Local Committee members). Additional Local Committee meetings will be held as soon as possible, where necessary, until all the pertinent available facts with respect to the layoff have been made known to the parties.
3. Written minutes of all meetings of the Local Committee, including pertinent discussion, statements of position, and information exchanged, will be prepared and approved promptly by the parties.
4. The Union member of the Local Committee shall, after reporting to the Union member's supervisor, be granted permission to leave work during the Union member's regular working hours without loss of pay:

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Items Agr. To A. 4(a)

(a) to attend meetings of the Local Committee including sufficient time during such meeting to write the Union's position with respect to any appeals which are to be filed with the Board of Administration,

(b) to meet with an active Employee (or with a laid-off Employee, retiree, or other person reporting to the Plant) who requests the Union member of the Local Committee's presence in order to give the Union member of the Local Committee necessary information with respect to a problem concerning the payment, denial, or appeal of a SUBenefit or Separation Payment,

(c) to discuss with an Employee any change in the status of the Employee's appeal,

(d) to conduct investigations within the plant with respect to situations where a number of Employees are laid off for reasons for which the Company has determined that SUBenefits will not be payable,

(e) to conduct investigations within the plant concerning the reason or reasons for any Short Work Week,

with the understanding that the time will be devoted to the prompt handling of such matters.

5. (a) An Employee having a question concerning the amount of or the reason for nonpayment of an Automatic Short Week Benefit, may request the supervisor to call the Employee's Shop Committeeperson for the zone to discuss such question. Where applicable, the Shop Committeeperson for the zone may supply applications for SUBenefits and SUB appeal forms to the Employee to complete and file in accordance with the regular plant procedures. The Shop

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Items Agr. To A. 5(a)

Committeeperson shall not process SUB appeals.

(b) The Union member of the Local Committee in a plant with multi-shift operations or at a location with multi-plant operations may request the Shop Committeeperson for the zone where a SUB problem arises to investigate such problem when it is impracticable for the member of the Local Committee to handle such problem, and report the findings of the Shop Committee person's investigation to the Union member of the Local Committee. Such request may be made through the supervisor of the Union member of the Local Committee. The Union member of the Local Committee shall notify the Company member of the Local Committee that such request was made.

(c) Consistent with the purpose of Sections A4, A5(a), and A5(b) of this "Items Agreed To", a rule of reason should be applied in determining whether an Employee should be excused from the Employee's job in order to confer with the Union member of the Local Committee (or Shop Committeeperson for the zone) concerning a SUB problem. A rule of reason should likewise be applied when, due to production difficulties, excessive absenteeism, or other emergencies, it will not be possible to immediately relieve the Employee from the Employee's job. On many jobs, discussion between the Employee and the Union member (or Shop Committeeperson for the zone) is entirely practical without the necessity of the Employee being relieved. On the other hand, an Employee working on a moving conveyor, in an excessively noisy area, or climbing in and out of bodies, should be permitted a reasonable period of time off the job and a suitable place in which to discuss such problem with the Union member (or Shop Committeeperson for the zone). A suitable place in which to discuss such problem also should be

10-22-15 Su

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Items Agr. To A. 5(c)

permitted a laid-off Employee, a retiree, or other person reporting to the plant. This shall not interfere with any local practice which is mutually satisfactory.

6. Where the Local Committee has agreed to use the Mass Appeal Procedure (Item E hereunder), the Union member of the Local Committee will be permitted time to prepare necessary Employee notices concerning the mass appeal procedures, and to arrange with the president of the Local Union or the Chairperson of the Shop Committee for the posting of such notices.

7. Where a SUB disqualifying layoff has occurred because of circumstances arising at another Company plant, the Union member of the Local Committee may request the Regional Director of the International Union (or a specified representative), for such other Company plant, for assistance. The Regional Director (or the specified representative) shall be granted permission to visit such other plant in accordance with the provisions of Paragraph (38) of the National Agreement for the purpose of investigating specific SUB appeals arising out of such circumstances. The Regional Director (or specified representative) shall report the findings of the investigation to the Union member of the Local Committee making such request.

8. The power and authority of the Board to make determinations required pursuant to Article VI, Section 4 of the ~~GM-UAW-GM~~ SUB Plan shall be, and hereby is, delegated until further notice to the Local Committees established under the Plan; provided, however, that if any Local Committee shall fail to make a determination when called upon to do so in a proper case, the case shall be referred to the Board by either the Union or management member of such Local Committee for appropriate Board action.

cb 10/22/15

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B. APPEAL PROCEDURE

1. *First Stage Appeals*

(a) Any Employee who disputes a written determination by the Company with respect to the payment or denial of a Benefit (except with respect to determinations made in connection with Article I, 1(b)(11) of the Plan), Separation Payment or a Lump-Sum Payment, may file an appeal to the Local Committee as provided in the Plan on Form GM SUB- 6.

(b) A first stage appeal to the Local Committee shall be deemed to have been filed with the designated Company representative when it is received by the Company at the designated SUB office.

(c) In all cases where the Employee has filed a claim on Form GM SUB-6, the Local Committee shall review such claim as provided in the Plan. If the appeal is denied or not resolved by the Local Committee, the Employee shall be so advised on Form GM SUB-7, 7A, or 7B, whichever is applicable.

2. *Appeals to the Board*

(a) An appeal not resolved by the Local Committee may be appealed to the Board as provided in the Plan and shall be filed on Form GM SUB-8 (if by the Local Committee) or on Form GM SUB-8A (if by the Employee).

(b) If a Local Committee is no longer established due to the discontinuance of a plant, an Employee may file a first-stage appeal directly to the Board on Form GM SUB-6. Such appeal shall be considered filed with the Board when filed with the Board Secretary.

cb 10/22/15

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Items Agr. To B. 2(c)

(c) Statements accompanying appeals to the Board as a part of the case file, shall be submitted either jointly or separately by the Union and Company members of the Local Committee; provided, however, that any such separate statements shall first be exchanged and reviewed by the Local Committee (including any additional rebuttal statements as desired by either party) prior to inclusion in the appeal file for submission to the Board.

(d) All appeal files submitted to the Board shall include a joint statement by the Management and Union members of the Local Committee setting forth the pertinent facts and circumstances involved, as agreed to by the parties.

(e) The entire content of any appeal file appealed to the Board shall be reviewed by the Local Committee prior to submission to the Board. Both Local Committee members shall sign a joint appeal transmittal to the Board.

(f) The designated Company representative receiving the appeal to the Board shall promptly transmit the case file, in duplicate, to the Board; one copy of the complete file being mailed to General Motors Corporation and one copy to the International Union, UAW, at the respective addresses shown on the form.

(g) Upon receipt at the Board, all appeal files will be reviewed initially for Local Committee compliance with the foregoing procedures. If the Local Committee has failed to comply with such procedures, or if the appeal file is incomplete, the appeal file shall be returned to the Local Committee with directions to make the file complete in accordance with such procedures.
The docketed

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Items Agr. To B. 2(g)

appeal shall be stricken from the Board's docket. When the appeal file is again presented to the Board, the appeal covered by such file shall be redocketed.

(h) The Employee, the Local Committee, or the Union members of the Board may withdraw any appeal to the Board at any time before it is determined by the Board, on Form GM SUB-8B provided for that purpose. Copies of such completed form shall be given to the Employee, to a Management and the Union member of the Local Committee (if completed by Union members of the Board) and to the Board (if the appeal was previously referred to the Board).

(i) The Local Committee shall be advised in writing by the Board on Form GM SUB-9 of the disposition of any appeal previously considered by the Local Committee and referred to the Board. The Local Committee shall forward a copy of such Form GM SUB-9 to the Employee who initiated the appeal.

C. TIME LIMITS FOR APPEALS

The 30-day time limit for an Employee filing a first stage appeal directly to the Board (in the absence of an established Local Committee) shall begin on the day following the date of mailing of the Company's written determination. If the appeal is mailed, the date of filing shall be the postmark date of the appeal.

D. DIRECT BOARD APPEALS REGARDING ARTICLE I, 1(b)(11)

1. The Company members of the Board have advised the Union members thereof that all or part of a Regular Benefit has been paid under employee appeals to the Board involving the provisions of Article I, Section 1(b)(11) of the SUB Plan on the following basis:

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Items Agr. To D. 1

"The Employee was otherwise eligible for a Regular Benefit for a Week under the Plan except for the sole reason that the Employee was excluded under the provisions of Article I, Section 1(b) thereof and the Employee was denied a State System Benefit only for one or more of the following reasons in addition to any other reason set forth under Article I, Section 1(b) of the Plan:

(i) the Employee was not available for work as required by the applicable State System, but the Employee's unavailability was because of emergency circumstances beyond the Employee's control, or because the Employee was summoned and reported for or performed jury duty, or because the Employee left the state while on a model change, plant rearrangement or inventory layoff, or because the Employee did not work all the hours made available by the Company provided that, for all such hours not worked, the Employee was excused in advance for personal business or for leave of absence for vacation purposes and that the Employee was on a qualifying layoff for the remainder of the Week;

(ii) the Employee received pay in lieu of a vacation;

(iii) the Employee was a full time student (as defined under the applicable State System) provided the Employee had been working full time for the Company while a full time student;

(iv) the Employee quit another employer to accept a recall to the Company;

(v) the Employee failed to meet the applicable State System reporting requirements and such failure was because of the Employee's death on or before the Employee's State System reporting day applicable to the Week."

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10-22-15 Su

Items Agr. To D. 2

2. The Company members of the Board have further advised the Union members thereof as follows with respect to Employee appeals to the Board involving the provisions of Article I, Section 1(b)(11) of the SUB Plan:

"Where an Employee was otherwise eligible for a Regular Benefit for a Week under the Plan except for the sole reason that the Employee was excluded under the provisions of Article I, Section 1(b) thereof and the Employee was denied a State System Benefit for a reason in addition to any other reason set forth under Article I, Section 1(b) of the Plan or under item 1 above of this Part D, the facts and circumstances of each such situation will be reviewed on a 'case by case' basis and, based upon the merits of each such 'case' pertinent to Article I, Section 1(b)(11), consideration given to the payment of all or part of a Regular Benefit. Such consideration shall also include whether to incorporate in the Benefit calculation the estimated amount of State System Benefit to which the Employee would have been otherwise entitled."

"Situations that will receive favorable consideration under the provisions of this item 2 of Part D will include the following:

The denial of an Employee's State System Benefit for one or more Weeks of qualified layoff by reason of serving a penalty invoked under the State System as a consequence of a Company discharge of such Employee which was subsequently rescinded and where the Employee returned to work for the Company prior to the commencement of the layoff period for which the State System penalty is being served, or where the Employee's status was changed directly to qualified layoff as of the date the discharge was rescinded. If otherwise eligible therefore, Regular Benefits will be payable for such Weeks of layoff prospective from the date the discharge was rescinded

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Items Agr. To D. 2

and for which the State System penalty is being served, including in the calculation thereof an estimated amount of State System Benefit."

3. An Employee who disputes a written determination of Benefit ineligibility by the Company in connection with the provisions of Article I, Section 1(b)(11) of the Plan, may file a first stage appeal on Form GM SUB-6 directly with the Board. Such appeal shall be deemed to have been filed with the Board when filed with the designated Company representative in accordance with the provisions and procedures applicable to a first stage appeal. The Local Committee, while not empowered to make, or to attempt to make, any determination with respect to such appeal, shall review the claim promptly and submit statements to the Board, jointly or separately; provided, however, that any such separate statements shall be exchanged by the Local Committee members prior to submission to the Board.

Following review by the Local Committee, the Company representative shall promptly transmit the case file, in duplicate, to the Board pursuant to the procedures under B, 2 above. The Local Committee shall be advised in writing by the Board on Form GM SUB-9 of the disposition of the appeal. The Local Committee shall forward a copy of the Form GM SUB-9 to the Employee who initiated the appeal.

E. MASS APPEAL SITUATIONS

The following special appeal procedure will apply in situations, as identified and agreed upon by the Local Committee, involving large numbers of Employees with respect to each of whom the pertinent facts and appeal issues are identical. This special appeal procedure shall apply only with respect to Employees who either have applied for and were denied a Benefit,

chr 10/22/15

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Items Agr. To E

Separation Payment or Lump-Sum Payment, or were paid a Benefit, Separation Payment or Lump-Sum Payment and believe that they were entitled to such payment in a greater amount. When an Employee dispute exists with respect to a Company determination concerning eligibility for or the amount of a Benefit, Separation Payment or Lump-Sum Payment, the Local SUB Committee shall select a representative Employee case as a test case for the specific issue(s) in dispute. The test case shall be processed in accordance with, and subject to, the regular appeal procedures. The Employee selected for test case purposes shall file a Form GM SUB-6 in accordance with the procedures governing a first stage appeal. The name of each Employee to be identified with the test case, together with the Week(s) involved, shall be made a matter of record and attached to the test case appeal file in a manner mutually satisfactory to the members of the Local SUB Committee. The required appeal forms will be completed with respect to the Employee test case only, but the Local SUB Committee and/or Board determination with respect to the test case, shall be equally binding with respect to all the Employee cases identified as a matter of record with the test case.

F. APPEAL FORMS

The SUB forms attached hereto have been adopted by the Board. They are identified as GM SUB-6, 7, 7A, 7B, 8, 8A, 8B, and 9.

G. TIME LIMIT FOR FILING EMPLOYEE'S BENEFIT APPLICATION

In any situation where an Employee has been denied a Benefit solely because the Employee failed to meet the 60-day application time limit required under the Plan, the Local Committee may extend such time limit

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cfz 10/24/15

Items Agr. To G.

if it determines that the Mass Appeal Procedures (Item E hereunder) apply, or that unusual and extenuating circumstances prohibited the Employee from filing the application within the allotted time.

H. APPLICATION AND APPEAL FORMS

Management will furnish a small supply of SUB application and appeal forms to the Union member of each Local SUB Committee upon request of such members. Such forms will be used by the Union member of the Local SUB Committee only to comply with requests from individual Employees.

I. DETERMINATION OF DATE SUBBENEFIT OVERPAYMENT ESTABLISHED OR CREATED

For purposes of compliance with the 60 day time limit (pursuant to Article II, Section 4 of the Plan) for notifying Employees of any SUBbenefit overpayment which results from a Company error in calculating a SUBbenefit, such 60 day period shall be determined as beginning on the date of issue of the SUBbenefit draft or check involved.

J. PAIRING CONCEPT

1. Pairing will not be applicable to a Work Week for which an Automatic Short Week Benefit is payable. Earnings and hours applicable to work for the Company, as used in determining eligibility for and the amount of an Automatic Short Week Benefit, shall be only such earnings and hours that are applicable to days in the Work Week.

2. Determination of Regular Benefit eligibility shall be made with respect to the Work Week. The calculation of any Regular Benefit shall include only

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Items Agr. To J. 2

the hours and earnings applicable to the State Week except as otherwise provided in Article II, Section 3(a)(2). However, if an Employee works the Sunday immediately prior to the beginning of a period of layoff and solely because of such Sunday earnings is disqualified for a State System Benefit for the week or whose State System Benefit for the week is reduced, such Sunday earnings shall not be considered as Other Compensation for the purpose of calculating a Regular Benefit.

3. The Benefit as determined under Item (2) above for any state week shall apply to the Work Week or Pay Period which has at least 4 calendar days in common with such state week.

4. The Work Week which is selected by pairing Work Weeks and state weeks as in Item (3) above is used in applying the Employee's registration and application requirements, the applicable disqualifications under Article I, cost-of-living allowance and Years of Seniority.

K. BENEFIT OVERPAYMENTS

For the purpose solely of administering the provisions of Article II, 4(b)(1) and (2) of the SUB Plan, (1) the term "paycheck" will exclude payments made by the Company to a former Employee after the date such former Employee's seniority is broken, and (2) each 40-hour increment or fraction thereof paid to an Employee under the provisions of Paragraphs (191), (192), and/or (193) of the Collective Bargaining Agreement shall be deemed to be a "paycheck".

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Items Agr. To L

L. REPLACEMENT OF SUB CHECKS

1. In those situations where either a Regular Benefit or a Separation Payment check, issued to an otherwise eligible Employee, has been lost, stolen or destroyed, a replacement SUB check promptly will be issued to the Employee claiming such loss, if, upon the submission by the Employee of a properly completed request for replacement of SUB check form, as provided by the Company:

(1) the Trustee or the Company determine that the check identified on the request for replacement of SUB check form has not yet been presented to the Trustee or the Company for payment and the Trustee or the Company stops payment of the check; or

(2) the Trustee or the Company determine that the check identified on the request for replacement of SUB check form has been paid by the Trustee or the Company, and the Employee has signed and submitted to the Company, a notarized forgery affidavit, as provided by the Company, certifying that the signature on the cashed check is not the Employee's own.

2. If a replacement check has been issued to an Employee based on the Employee's completed forgery affidavit, and, subsequent to the issuance of such replacement check the Trustee or the Company determine that the original check was either (1) cashed by the Employee or (2) cashed by an individual against whom the Employee refuses to file criminal charges or a civil claim after having been requested to do so by the Trustee or the Company; then the amount issued to the Employee in such replacement check immediately will be determined a SUB Plan overpayment. The date the Trustee informs the Company, or the Company makes its determination that the original check was cashed by the Employee or an individual against whom the Employee refuses

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Items Agr. To L. 2

to file criminal charges or a civil claim will be "the date the overpayment was established or created", as provided under Article II, Section 4(a) of the SUB Plan. Any SUB Plan overpayment recovery shall be in accordance with Article II, Section 4 of the SUB Plan.

3. If a SUB Plan overpayment has resulted from the issuance of a replacement SUB check, and utilization of the overpayment recovery proceedings provided under Article II, Section 4 of the SUB Plan has not resulted in the return of the overpayment to the Trustee or the Company, then the amount of the overpayment may be assigned to a Board of Administration approved collection agency to recover such Plan overpayment. In accordance with Article VII, Section 6(d), of the SUB Plan, the Trustee or the Company shall be authorized to pay reasonable fees to the collection agency for services rendered, and the Fund shall be authorized to receive payments from the collection agency.

GM-UAW-GM SUB BOARD OF
ADMINISTRATION

Approved: ~~October 3, 2011~~ - (B) -

10-22-15 Ju
cb 10/22/15

Form GM SUB 6

FORM GM-SUB-6
(Rev 1/2000)

Local Committee Case No. _____

FIRST STAGE APPEAL
Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

Employee _____	Social Security Number _____	<div style="border: 1px solid black; padding: 2px;"> <small>Do Not Write in this Space</small> <input type="checkbox"/> TO BOARD <input type="checkbox"/> TO LOCAL COMMITTEE </div>
Division _____	Plant or Location _____ Date _____	

EMPLOYEE'S CLAIM
(CROSS OUT the items in parentheses that do not apply)

CHECK ONE

- ☐ I received notice dated _____ that I am ineligible for (a lump sum payment) (a separation payment) (supplemental unemployment benefits).
- ☐ I received (a lump sum payment) (a separation payment) (supplemental unemployment benefits) in the amount of \$ _____ (and such supplemental unemployment benefit was paid for the week ending _____). The amount should have been \$ _____.
- ☐ I received notice of payment in error or overpayment of (a lump sum payment) (a separation payment) (supplemental unemployment benefits).

I believe this determination is improper and I hereby appeal.

(Employee's Signature)

ADDITIONAL INFORMATION
(Give any details you think will be helpful to the Local Committee in resolving your appeal.)

(Use back of page if additional space is needed.)

TO EMPLOYEE:
This "First Stage Appeal" must be filed with Local Plant Management within 30 days following the date of mailing (1) of the Company's notice of determination or (2) of the supplemental unemployment benefits payment, separation payment or lump sum payment. You may mail this appeal or deliver it in person to Local Plant Management or give it to a member of the Local Committee who may file it for you with Local Plant Management.

If additional information is needed from you, you will be contacted. If your claim is granted, payment will be mailed to you. If your claim is rejected, you will be notified.

Copies: Management
Union
Employee

FORM GM-SUB-6
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FORM GM-SUB-7
(Rev 1/2000)

Local Committee Case No. _____

NOTICE OF LOCAL COMMITTEE DECISION

Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

TO: _____ Division _____

 _____ Plant or Location _____

Your appeal, LOCAL COMMITTEE CASE No. _____, dated _____, has been considered by the Local Committee. The Local Committee's decision is as follows:

(Management Representative)

(Union Representative)

Date _____

Copies: Employee
Management
Union

Figure 1

10-22-15 Su chr 10/22/15

Form GM SUB 7A

FORM GM-SUB-7A
(Rev 1/2000)

Local Committee Case No. _____

NOTICE OF
LOCAL COMMITTEE DECISION

Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

TO: _____

Division _____
Plant or Location _____

Your appeal, LOCAL COMMITTEE CASE No. _____, dated _____, has been considered by the Local Committee. The Local Committee has failed to resolve your appeal. The Company's determination from which you appealed remains in effect.

(Management Representatives)

(Union Representatives)

Date _____

APPEAL PROCEDURE

If you disagree with the above decision, you may appeal to the GM-UAW SUB Board of Administration. Your appeal must be in writing on Form GM-SUB-8A, copies of which are available at the Local Union Office. Your appeal must be filed with the Board within 30 days following the date of this notice.

If you intend to appeal to the Board, save this notice.

Copies: Employee
Management
Union

10-22-15 *ju* *cbz 10/22/15*

FORM GM-SUB-7B
(Rev 1/2000)

Local Committee Case No. _____

NOTICE OF
LOCAL COMMITTEE DECISION AND OF APPEAL TO BOARD

Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

TO: _____ Division _____

_____ Plant or Location _____

Your appeal, LOCAL COMMITTEE CASE No. _____, dated _____, has been considered by the Local Committee. The Local Committee has failed to resolve your appeal. The Company's determination from which you appealed remains in effect.

An appeal from the Company's determination has been taken in your behalf to the Board of Administration by the Union members of the Local Committee. It will not be necessary for you to file an appeal with the Board in this case. If additional information is needed from you, you will be contacted. If your claim is granted, payment will be mailed to you. If your claim is rejected, you will be advised.

(Management Representatives) _____

(Union Representatives) _____
Date _____

Copies: Employee
Management
Union

COPIES TO
BUREAU

10-22-15 Ju cbz
10/22/15

Form GM SUB 8

FORM GM-SUB-8
(Rev 3/2003)

Local Committee Case No. _____

LOCAL COMMITTEE APPEAL TO GM-UAW
BOARD OF ADMINISTRATION

Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

TO: General Motors Global Headquarters
Employee Benefits Group
Mail Code 432-C26-A68
300 Renaissance Center
P. O. Box 300
Detroit, Michigan 48265-3000

International Union - UAW
General Motors Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

This is an appeal from the Company's determination involving _____

Employee's Name:

_____ An appeal from this determination was taken to the Local Committee

by the Employee and was considered by the Local Committee as CASE No. _____

The Local Committee having failed to resolve the First Stage Appeal, an appeal from the Company's determination is hereby taken to the Board of Administration.

In support of this appeal the undersigned allege:

State here the respects in which the Supplemental Unemployment Benefit Plan is claimed to have been violated and set forth the facts relied upon as justifying a reversal or modification of the determination appealed.)

(Union Member - Local Committee)

(Union Member - Local Committee)

Date _____

Copies: Board - General Motors
Board - UAW
Local Committee - Management
Local Committee - Union
Employee

10/22/15
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Form GM SUB 8A

FORM GM-SUB-8A
(Rev 3/2003)

Local Committee Case No. _____

EMPLOYEE APPEAL TO GM-UAW
BOARD OF ADMINISTRATION

Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

TO: General Motors Global Headquarters
Employee Benefits Group
Mail Code 482-C26-A68
300 Renaissance Center
P. O. Box 300
Detroit, Michigan 48266-3000

International Union - UAW
General Motors Department
Solidarity House
8000 East Jefferson Avenue
Detroit, MI 48214

My appeal from the Company's determination to the Local Committee was considered by the Local Committee as CASE No. _____. The Local Committee having failed to resolve the First Stage Appeal, an appeal from the Company's determination is hereby taken to the Board of Administration.

In support of this appeal I allege:

(State here the respects in which you claim the Supplemental Unemployment Benefit Plan has been violated and set forth the facts relied upon as justifying a reversal or modification of the determination appealed.)

Employee's Signature _____ Social Security No. _____
Address _____
(Number and Street) (City) (State) (Zip Code)
Division _____ Plant or Location _____ Date _____

Copies: Board - General Motors
Board - UAW
Local Committee - Management
Local Committee - Union
Employee

FORM GM-SUB-8A
REV 3/03

10-22-15 *See ch*
10/22/15

Form GM SUB 8B

FORM GM-SUB-8B
(Rev 3/2003)

Local Committee Case No. _____

NOTICE TO
BOARD OF ADMINISTRATION OF WITHDRAWAL OF APPEAL

Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and the UAW

TO: General Motors Global Headquarters
Employee Benefits Group
Mail Code 482-C26-A68
300 Renaissance Center
P. O. Box 300
Detroit, Michigan 48265-3000

International Union - UAW
General Motors Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

The Board of Administration is hereby advised that the Local Committee CASE No. _____

Involving _____ which was appealed
(Employee's Name) (Division and Plant or Location)
to the Board on _____ is hereby withdrawn.

Date _____

Signature(s) of Person(s)
Making Withdrawal:

(Employee)

OR

(Union Member - Local Committee)

(Union Member - Local Committee)

OR

(Union Member - Board)

(Union Member - Board)

(Union Member - Board)

Copies: Board - General Motors
Board - UAW
Local Committee - Management
Local Committee - Union
Employee

ch 10/22/15

10-22-15 Jca

Form GM SUB 9

FORM GM-SUB-9
(Rev 1/2000)

Board of Administration Case

NOTICE OF
BOARD OF ADMINISTRATION DECISION

Supplemental Unemployment Benefit Plan
Pursuant to Agreement Between General Motors LLC and

Division _____ Plant or Location _____

Address _____
(Number and Street) (City) (State)

Employee Involved _____ Local
Committee
Case No. _____

DECISION OF BOARD

(General Motors LLC Representatives) (International)
Date _____

Copies: Board - General Motors
Board - UAW
Local Committee - Management
Local Committee - Union
Employee

@Br 10/22/15

10-22-15 Su

Elimination of SUB Trust

GENERAL MOTORS LLC

-(A)-

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attn: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

At the conclusion of the 2011 negotiations, the parties agreed to
discuss termination of the Trust associated with the
Supplemental Unemployment Benefit (SUB) Plan.

As a result of those discussions and following considerable
analysis and research, the parties agreed that the SUB Plan no
longer needed to be funded by the Trust and that the Trust would
be terminated.

Consequently, in 2013, the Trust was terminated without
impacting benefit eligibility, entitlement, and with no disruption
of SUB Plan benefit payments.

During the course of this Agreement, the Company and the
UAW shall endeavor to find all SUB Plan sections that will
require revision to remove references to the Trust, consistent
with the Trust termination. The parties agree that these revisions
will be addressed in the negotiations of the next Agreement.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Cynthia Estrada

chr
10-22-15 Su 10/22/15

EXHIBIT F
SUPPLEMENTAL AGREEMENT
(Profit Sharing Plan)

(A) = Signing Date of New Plan

(B) = Effective Date of New Plan

DM
10-26-15
JH
10-26-15

**SUPPLEMENTAL AGREEMENT
(PROFIT SHARING PLAN)**

On this day of ~~September 16, 2011~~ (A), General Motors LLC, ("General Motors", "GM", or the "Company") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the Employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

Section 1. Establishment of Plan

Subject to the approval of its Board of Managers, the Company will establish an amended Profit Sharing Plan for Hourly-Rate Employees in the United States, hereinafter referred to as the "Plan", a copy of which is attached hereto as Exhibit F-1 and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

In the event that the Plan is not approved by the Board of Managers of the Company, the Company, within 30 days after any such disapproval, will give written notice thereof to the Union and this Agreement shall thereupon have no force or effect. In that event, the matters covered by this Agreement shall be the subject of further negotiation between the Company and the Union.

RM
10-26-15
JW
10-26-15

Section 2. Administration

(a) Notwithstanding any provision of the Plan, (1) any Employee who receives a back pay award applicable to an earlier Plan Year as the result of a grievance settlement shall receive after such grievance settlement a payment for the Plan Year to which such back pay award applies in an amount equal to the Employee's Profit Sharing Amount that would have been payable for such earlier Plan Year, based on the Compensated Hours received by such Employee for such Plan Year, less any Profit Sharing Amount paid previously to such Employee for such Plan Year and any Compensated Hours resulting from a back pay award shall be included as Compensated Hours only for the Plan Year for which the back pay is awarded.

(b) The Union shall be informed of the results of a review of a request by an Employee or authorized Employee representative of an Employee pursuant to Article VI, Section 6.06 of the Plan, provided the Employee is represented by the Union.

(c) Notwithstanding Article II, Section 2.02 of the Plan, and solely for the purpose of determining the amount of any payment under this Plan, Compensated Hours shall be credited to an Employee who is on a leave of absence under Paragraph 109 of the ~~GM-UAW~~ UAW-GM National Agreement ("National Agreement") if the leave was granted for the purpose of permitting the Employee to engage in the business of, or to work for, the Local Union and provided further that each such Employee is involved in the in-plant administration of the provisions of such National Agreement. An Employee eligible for Compensated Hours pursuant to this provision shall be credited with up to 40 hours for each calendar week while on such leave, subject to the annual maximum specified in Article II, Section 2.02 of the Plan, provided the Employee meets the requirements of the leave.

(d) Notwithstanding Article IV, Section 4.02 of the Plan, Employees who were discharged or released under Paragraphs (64)(b), (64)(c), (64)(d) or (111)(b) of the National Agreement shall not be eligible for a Profit Sharing Amount for the Plan Year.

NM
10-26-15
JW
10-26-15

F. Sect. 3(a)

Section 3. Non-Applicability of Collective Bargaining Agreement Grievance Procedure

(a) No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union.

(b) All computations made by General Motors Company (~~"GMC"~~) and/or the Company to determine GMNA EBIT-Adjusted and the Eligible Profit Share Amount, when based on ~~GMC's earnings~~ General Motors Company's Income (loss) before interest and ~~income taxes adjusted~~ that management reports to its shareholders, the investment community and to the Securities and Exchange Commission ("SEC") as reflected in Article II, Section 2.06 and Article VI, Section 6.02 of the Plan, shall be final and binding on the Union, Employees, authorized Employee representatives, and the Company. As described in ~~GMC's 2010 General Motors Company's 2014 Annual Report~~, GMNA is comprised of sales, manufacturing and distribution operations in the U.S., Canada and Mexico and distribution operations in Central America and the Caribbean. In North America, vehicles are currently sold through four brands – Chevrolet, GMC, Buick and Cadillac – which are manufactured at plants across the U.S., Canada and Mexico and imported from other GM regions. If ~~GMC-General Motors Company~~ modifies its GMNA segment such that under generally accepted accounting principles a restatement of the ~~sSegment r~~Reporting footnote in the audited, annual consolidated financial statements of GMNA EBIT-Adjusted is required, the parties will meet to determine a mutually agreeable solution for determining profit sharing under the Plan on a prospective basis.

(c) The Company shall disclose to the Union on

LM
10-26-13
Jm
10-26-15

F. Sect. 3(c)

an annual basis as schedule in a form attached hereto, which details the amount of adjustments attributable to ~~GMC's~~ General Motors Company's GMNA segment to arrive at the GMNA EBIT-Adjusted calculation, as defined in Article II, Section 2.06 of the Plan. The Company will respond as soon as practicable to reasonable requests from the Union for information regarding the adjustments made by ~~GMC-General Motors Company~~ to arrive at the GMNA EBIT-Adjusted calculation. The Union may engage independent consultants to review the information provided by the Company pursuant to this provision.

(d) Any dispute or disagreement arising between the parties with respect to this Agreement or the Plan shall be immediately referred to the Vice President and Director of the UAW General Motors Department and the Company's Vice President for Labor Relations. The Company and Union recognize it is in the best interest of the parties to work diligently to resolve such disputes or disagreements. If the parties are unable to obtain a mutually agreeable resolution to the dispute or disagreement, then either party may refer the dispute to a mutually acceptable impartial person for resolution. The parties agree to refer any disagreements over the interpretation of the terms of this Agreement or the Plan to a mutually acceptable impartial person for resolution upon 30 days notice to the other party. The resolution of any such disagreement by such impartial person shall be final and binding upon the Union, Employees, and the Company. Except as may be provided for in this Section 3(d), ~~Such~~ impartial person shall not, however, have any authority to determine accounting policies or any adjustment made by ~~GMC-General Motors Company~~ used in the computation of GMNA EBIT-Adjusted or to change the dollar amount of GMNA EBIT-Adjusted. The determination of accounting policies (e.g., depreciation, LIFO, expense allocation, etc.), so long as they are within generally accepted accounting principles, remains within the sole discretion of ~~GMC~~ General Motors Company and such determination of accounting policies shall be final and binding upon the Union, Employees, and the Company. However, to the extent provided in the Memorandum of Exceptions to Section 3(d) and for purposes of the Plan only, the impartial person shall have authority to ensure Eligible

RDM
10-26-15
JH
10-26-15

F. Sect. 3(d)

Profit Share Amounts are calculated with the core principle that Employees deserve to share in the economic gains General Motors Company realizes from its North American operations. Accordingly, the parties intend, and an impartial person shall be empowered to act upon, the idea that Eligible Profit Share Amounts should reflect and be linked to the nature of the profitability figures the General Motors Company reports to investors. Under such circumstances, the impartial person may modify the Eligible Profit Share Amount for purposes of payment under the Profit Sharing Plan. The impartial person shall have the authority to resolve any disagreements which may arise out of the last sentence of Section 3(b) of this Supplemental Agreement (e.g., General Motors Company modification of its GMNA segment, etc.). With respect to matters referred to the impartial person, the compensation of the impartial person, which shall be in such amount and on such basis as may be determined by the Company and the Union, shall be shared equally by the Company and the Union.

Absent the parties' agreement on an impartial person, and upon 60 days notice by either party, each party shall submit a description of the nature of the disagreement to the Federal Mediation and Conciliation Service (FMCS) who shall provide a list of seven (7) arbitrators, each of whom is a member of the National Academy of Arbitrators and an attorney and/or retired judge experienced in the area of the disagreement and/or in resolving disputes concerning collectively bargained profit sharing plans, enhanced and incentive pay plans. No later than seven (7) days following receipt of the initial panel, either party may request a second panel, which will be provided at the cost of the requesting party. Once the panel is settled upon, the parties shall alternatively strike names from the list until one remains. The order of strikes shall be determined by coin flip. The impartial person will be notified of their selection.

Section 4. Governmental Rulings

(a) The Plan, as set forth in Exhibit F-1, and the Plan as it may be supplemented by superseding

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F. Sect. 4(a)

provisions of this Agreement, are contingent upon and subject to the Company obtaining and retaining from the United States Department of Labor a ruling, satisfactory to the Company, holding that no part of any payments made from the Plan are included for purposes of the Fair Labor Standards Act or under comparable state legislation in the regular rate of any Employee.

(b) The Company shall apply promptly to the appropriate agency for the ruling described in subsection (a) of this Section.

(c) Notwithstanding any other provisions of this Agreement or the Plan, the Company, with the consent of the UAW Vice-President and Director of the General Motors Department of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or retain the ruling referred to in subsection (a) of this Section 4. Any such revisions shall adhere as closely as possible to the language and intent of provisions outlined in this Agreement and the Plan.

Section 5. Recovery of Overpayments

If it is determined that any monies paid to an Employee under the National Agreement, and any Exhibits thereto, should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such Employee, and the Employee shall repay the amount of the overpayment. If the Employee fails to repay such amount of overpayment promptly, the Company shall recover the amount of such overpayment immediately from any monies then payable, or which may become payable, to the Employee in the form of wages or benefits payable under the National Agreement and any

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F. Sect. 5

Exhibits thereto; except that, not more than 50% of any Profit Sharing Amount to which an Employee otherwise may be entitled shall be subject to any such recovery.

Section 6. Duration of Agreement

This Agreement and Plan as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is a part.

Notwithstanding termination of this Agreement and Plan, any Profit Sharing Amount that otherwise would accrue for calendar year ~~2019~~2015 will be paid and administered in accordance with the provisions of this Agreement and the Plan, as amended herein. The Agreement dated September ~~26, 2007~~16, 2011 shall not apply with respect to calendar year ~~2014~~2015.

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EXHIBIT F-1

THE GENERAL MOTORS

PROFIT SHARING PLAN

FOR HOURLY-RATE EMPLOYEES

IN THE UNITED STATES

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**ARTICLE I
ESTABLISHMENT AND EFFECTIVE
DATE OF PROFIT SHARING PLAN**

1.01 Establishment of Plan

General Motors LLC hereby establishes The General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States (hereinafter referred to as the Plan) for itself and certain of its domestic subsidiaries that are approved by the Company Board of Managers for inclusion and as specifically identified in Appendix A to this Plan, with the consent of the union as to their members' participation in the Plan.

1.02 Effective Date of Amended Plan

The amended Plan shall become effective January 1, ~~2011~~2016, except as otherwise may be provided herein. This Plan shall apply to the determination, allocation and payment of Employee profit sharing for the ~~2011~~2015 calendar year. The agreement dated September 26, ~~2007-16, 2011~~ shall not apply with respect to calendar year ~~2011~~2015.

**ARTICLE II
DEFINITION OF TERMS**

The following definitions will apply to all words and phrases capitalized in the text which follows.

2.01 "Administrator"

Administrator means General Motors LLC. The Administrator's address is 300 Renaissance Center, Mail Code 482-C32-A68, Detroit, MI 48265-3000.

2.02 "Compensated Hours"

(a) Compensated Hours means all hours, not in

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Art. II, 2.02(a)

excess of 1,850 hours in any Plan Year for which an Employee who is eligible to receive a payment for a Plan Year received pay from the Company with respect to hourly-rate employment as an Employee during the Plan Year on or after an Employee's date of enrollment. The term shall include hours for which an Employee who is eligible to receive a payment for a Plan Year receives base pay, overtime (with each hour paid at premium rates to be counted as one hour), vacation entitlement, holiday pay, bereavement pay, apprentice training hours, jury duty pay, short-term military duty pay, and call-in pay; provided, however, no hours shall be duplicated because of payment under more than one category. The term shall not include hours compensated in any other form (e.g., Cost-of-Living Allowance, night-shift premium, seven-day premium, incentive pay, moving allowance, supplemental unemployment benefit payments under the Company's Supplemental Unemployment Benefit Plan (including automatic short week benefit payments), sickness and accident benefits, extended disability benefits, and allocations under this Plan).

(b) The term Compensated Hours shall include for an Employee who otherwise is eligible to receive a distribution for a Plan Year, 40 hours for each complete calendar week during such Plan Year that the Employee is on an approved sick leave of absence and for such complete calendar week has received Workers' Compensation payments from the Company as the result of a totally disabling occupational injury or disease under any Workers' Compensation law or act or any occupational disease, law, or act, provided:

(i) the Employee otherwise would have been scheduled to work all hours during such complete calendar week(s); and

(ii) the Employee is actively at work for the

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Art. II, 2.02(b)(ii)

Company during at least one complete calendar week in the Plan Year; and

(iii) during the Plan Year, or prior thereto, the Company has for such calendar week(s) either voluntarily paid Workers' Compensation benefits or failed to appeal the adverse determination of an applicable state agency or court awarding payment of Workers' Compensation benefits.

An Employee shall not receive credit for Compensated Hours applicable to any prior Plan Year as the result of a decision of an applicable state agency or court awarding benefits retroactively for periods during any prior Plan Year.

2.03 "Company"

Company means General Motors LLC.

2.04 "Eligible Profit Share Amount"

Eligible Profit Share Amount means the maximum amount per Employee that may be payable in accordance with the following schedule:

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Art. II 2.04

GMNA EBIT Adj. \$Billions	Max PS/Emp	GMNA EBIT Adj. \$Billions	Max PS/Emp
- < 1.25	-	6.50 < 6.75	6,500
1.25 < 1.50	1,250	6.75 < 7.00	6,750
1.50 < 1.75	1,500	7.00 < 7.25	7,000
1.75 < 2.00	1,750	7.25 < 7.50	7,250
2.00 < 2.25	2,000	7.50 < 7.75	7,500
2.25 < 2.50	2,250	7.75 < 8.00	7,750
2.50 < 2.75	2,500	8.00 < 8.25	8,000
2.75 < 3.00	2,750	8.25 < 8.50	8,250
3.00 < 3.25	3,000	8.50 < 8.75	8,500
3.25 < 3.50	3,250	8.75 < 9.00	8,750
3.50 < 3.75	3,500	9.00 < 9.25	9,000
3.75 < 4.00	3,750	9.25 < 9.50	9,250
4.00 < 4.25	4,000	9.50 < 9.75	9,500
4.25 < 4.50	4,250	9.75 < 10.00	9,750
4.50 < 4.75	4,500	10.00 < 10.25	10,000
4.75 < 5.00	4,750	10.25 < 10.50	10,250
5.00 < 5.25	5,000	10.50 < 10.75	10,500
5.25 < 5.50	5,250	10.75 < 11.00	10,750
5.50 < 5.75	5,500	11.00 < 11.25	11,000
5.75 < 6.00	5,750	11.25 < 11.50	11,250
6.00 < 6.25	6,000	11.50 < 11.75	11,500
6.25 < 6.50	6,250	11.75 < 12.00	11,750
		>=12.0	12,000

The amounts determined under this Section 2.04 will not be aggregated for purposes of determining the Eligible Profit Share Amount. Eligible Profit Share Amounts will be prorated for Employees with less than 1,850 Compensated Hours in a Plan Year resulting in a prorated Profit Sharing Amount payable to such Employee.

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Profit Sharing Amount payable is calculated by dividing an Employee's Compensated Hours by 1,850 and multiplying the result by the maximum Profit Sharing Amount Payable for the Plan Year						
The example below assumes a maximum Profit Sharing Amount of \$6,500						
Compensated Hours		Maximum Compensated Hours for Profit Sharing	Prorated Portion of Eligible Profit Sharing Amount		Maximum Profit Sharing Amount Per Employee	Profit Share Amount payable to Employee
1850	/	1850	100%	X	\$6,500	\$ 6,500
1500	/	1850	81%	X	\$6,500	\$ 5,270
1000	/	1850	54%	X	\$6,500	\$ 3,514
500	/	1850	27%	X	\$6,500	\$ 1,757

2.05 "Employee"

Employee means:

(a) any hourly-rate person regularly employed on a full-time basis by the Company or a Subsidiary in the United States, on an hourly-rate basis, including:

~~(1) hourly-rate persons employed on a full-time basis; and~~

~~(2) part-time hourly-rate employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular workweek, provided the services of such employees are normally available for at least half of the employing unit's regular workweek~~

(b) The term "Employee" shall not include employees represented by a labor organization which has not signed an agreement making the Plan applicable to such employees.

(c) The term "Employees" shall not include leased employees as defined under Section 414(n) of the

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Internal Revenue Code

(d) The term "Employee" shall not include contract employees, bundled services employees, consultants, or other similarly situated individuals, or individuals who have represented themselves to be independent contractors.

(e) The term "Employee" shall not include temporary employees.

The following classes of individuals are ineligible to participate in this Plan, regardless of any other Plan terms to the contrary, and regardless of whether the individual is a common-law employee of the Company or a Subsidiary.

(1) Any individual who provides services to the Company or a Subsidiary where there is an agreement with a separate company under which the services are provided. Such individuals are commonly referred to by the Company or a Subsidiary as "contract employees" or "bundled-services employees"

(2) Any individual who has signed an independent contractor agreement, consulting agreement, or other similar personal service contract with the Company or a Subsidiary

(3) Any individual who both (a) is not included in any represented bargaining unit and (b) who the Company or a Subsidiary classifies as an independent contractor, consultant, contract employee, or bundled-services employee during the period the individual is so classified by the Company or a Subsidiary.

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Company or a Subsidiary, but who are not paid as though they were

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employees of the Company or a Subsidiary, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

2.06 "GMNA EBIT-Adjusted"

General Motors North America (GMNA) EBIT-Adjusted means GMNA's ~~adjusted earnings before interest and income taxes in General Motors Company's ("GMC") year-end earnings release furnished to the SEC in a Form 8-K. This amount is comprised of two parts: (1) GMNA's earnings (loss) before interest and income taxes in the segment reporting footnote in the annual consolidated financial statements, which~~ Income (loss) before interest and taxes-adjusted as reported in the Segment Reporting footnote of General Motors Company's annual consolidated financial statements as included in General Motors Company's Form 10-K filed with the SEC. General Motors Company's consolidated financial statements are audited by independent registered certified public accountants (selection of which shall be made by GMC General Motors Company and must be approved by the shareholders), and which are included in the Form 10-K filed with the SEC; and (2) any adjustments as determined by GMC and specified in a Form 8-K as a component of GMNA EBIT Adjusted includes adjustments determined by General Motors Company (i.e., exclusion of non-operating results that management does not consider when assessing and measuring the operational and financial performance of the organization).

In the event changes in terminology or reporting requirements (e.g., elimination of Sarbanes-Oxley Act), affect the calculation or public disclosure of GMNA EBIT-Adjusted, the affected calculation shall be performed in a manner consistent with the disclosure of financial performance to GMC's General Motors Company's shareholders and/or investment analysts of GMNA's operational and financial performance. In the event of a future change in the disclosure of GMNA EBIT-Adjusted, the Company is required to inform the Union of the change, and the parties will meet to discuss it.

2.07 "Plan"

Plan means The General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States.

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Art II, 2.08

2.08 "Plan Year"

Plan Year means the 12-month period beginning on January 1 and ending on December 31.

2.09 "Profit Sharing Amount"

Profit Sharing Amount means the amount payable to an Employee determined by taking the portion of the Employee's Eligible Profit Share Amount as adjusted for the Employee's Compensated Hours for the Plan Year as provided in Section 2.04.

2.10 "Subsidiary"

Subsidiary means a company in which a majority of its voting stock is owned, directly or indirectly, by the Company, as determined in accordance with Internal Revenue Code ("IRC") Section 414(b), (c) and (m) thereof, in which the Company Board of Managers or its designee for such purpose has approved for inclusion in this Plan and which is specifically identified in Appendix A to this Plan, with the consent of the union as to their member's participation.

**ARTICLE III
ENROLLMENT**

3.01 Enrollment

An Employee will be enrolled in the Plan on the later of (a) the date upon which the employee meets the Plan definition of Employee, Section 2.05, or (b) the date on which this Plan first becomes applicable to the unit in which such person is employed, provided the person remains employed on such date.

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**ARTICLE IV
PAYMENT OF PROFIT
SHARING AMOUNTS**

**4.01 When Profit Sharing Amounts are
Determined and Paid**

(a) Commencing with the ~~2014~~2015 Plan Year and as soon as administratively feasible, but in no event later than the end of the third month following the end of the Plan Year or 30 days after filing the Form 10-K with the SEC, whichever is later, the Profit Sharing Amount will be determined and paid to each eligible Employee pursuant to this Article IV. The Company shall deduct from the amount of any such payment to an Employee any amount required to be deducted, by reason of any law or regulation, including without limitation, for payment of taxes or other payments to any federal, state, or local government. Each payment less than the maximum shall be accompanied by a statement showing the prorated calculation of such Employee's Profit Sharing Amount. Withholding tax obligations of the Company with respect to any such payment will be satisfied as determined by the Administrator of the Plan. In determining the amount of any applicable withholding tax, the computation of which takes into account an Employee's spouse and dependents, the Company shall be entitled to rely on the official form(s) filed with the Company for purposes of income tax withholding. No interest shall be payable with respect to any such Profit Sharing Amount.

(b) In lieu of receiving a payment in cash pursuant to subsection (a) of this Section 4.01, each Employee entitled to a payment for any Plan Year of a Profit Sharing Amount as defined in Article II, Section 2.09, other than an Employee whose employment terminated prior to distribution of such Profit Sharing Amounts, may elect to have the Company contribute to the Employee's account under The General Motors Personal Savings Plan for Hourly-Rate Employees in the United States (the "PSP") an amount up to 100%, ~~after all legally~~

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Art. IV, 4.01(b)

~~required deductions~~, in multiples of 1%, or a specific dollar amount of such distribution, after all legally required deductions, provided such amount is not in excess of the maximum amount permitted under Sections 402(g) and 415 of the IRC. Such contributions elections shall be subject to all applicable PSP provisions, including the opportunity annually to make a new contribution election related to such contributions. Once the contribution has been completed and payments of Profit Sharing Amounts have been made, the contribution election will be reset to zero. If the Administrator does not receive an election from an Employee on or before the date established by the Administrator for submission of such elections for the applicable Plan Year, the Employee's Profit Sharing Amount for the Plan Year shall be paid to the Employee.

(c) Any amounts elected to be contributed by an Employee pursuant to Section 4.03(b) of this Article IV which cannot be deferred as a result of the application of Section 415 of the Code shall be paid to the Employee.

(d) Notwithstanding Section 6.04 of the Plan, in the event the Company is legally obligated to pay a tax levy, child support, or similar legal obligations to any third party, no election made by the Employee to contribute a Profit Sharing Amount pursuant to Section 4.01(b) shall be effective. To the extent necessary and/or available, the legally required payment will be deducted from the Employee's Profit Sharing Amount and paid to the applicable third party.

4.02 To Whom Profit Sharing Amounts are Paid

In addition to Employees who are on the active roll at the end of the Plan Year, the Profit Sharing Amount for the Plan Year, if any, will be paid to otherwise

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eligible, except as otherwise provided in the collective bargaining agreement. (1) Employees on layoff or leave of absence, including sick leave, at the end of the Plan Year, (2) Employees who retired during the Plan Year, and (3) ~~estate(s)~~ the beneficiary, as designated under Article V, Section 5.01 of the Plan, of such Employee(s) who died during the Plan Year. Employees who terminated employment during the Plan Year for any reason other than (1) death, (2) retirement, (3) attainment of age 65, (4) attainment of age 60 but not age 65 with 10 years seniority, (5) attainment of age 55 but not age 60 with combined years of age and years seniority totaling 85 or more, (6) 30 years seniority (7) attainment of age 55 but not age 65 with 10 years seniority, whose employment ceases as a result of a plant closing, (8) total and permanent disability prior to attainment of age 65 with 10 years of seniority or (9) pursuant to any voluntary termination of employment program shall not be eligible for a payment for the Plan Year. The amount of any such payment shall be determined in accordance with Sections 2.02 and 2.04 of this Plan, respectively.

Payment of a Profit Sharing Amount will be made only to an Employee. However, if the Employee is deceased at the time of payment, the payment will be made to the estate beneficiary, as designated under Article V, Section 5.01 of the Plan, of such Employee.

4.03 Overpayments and Underpayments

(a) No amount allocated to an Employee entitled to a payment for a Plan Year under this Plan may be increased or decreased in a subsequent Plan Year except in the event it shall be determined an error in excess of \$25 was made in the computation of any Profit Sharing Amount for any Plan Year. Such error shall be handled as follows:

(i) If such Employee's Profit Sharing Amount (correctly determined) was greater than the amount paid to such Employee by an amount in excess of \$25, the deficiency shall be paid to such Employee within 60 days after such determination; provided, however, that no such payment shall be required with respect to a deficiency that is \$25 or less or after 120 days from the date the Profit Sharing Amount was paid if within that time no such determination of a

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Art. IV, 4.03(a)(i)

deficiency has been made or no credible claim of deficiency has been submitted by the Employee or by the Union on behalf of the Employee.

(ii) If such Employee's Profit Sharing Amount (correctly determined) was less than the amount paid to such Employee by an amount in excess of \$25, written notice thereof shall be mailed to such Employee receiving such Profit Sharing Amount and the Employee shall return the amount of such overpayment to the Company; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Employee shall fail to return such amount promptly, the Company shall make an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company to the Employee in the form of wages or future payments under this Plan; provided, however, that any such deduction shall not exceed \$30 from any one paycheck, but any such deduction from subsequent payments under the Plan shall not be limited.

(b) The Company shall make an appropriate deduction or deductions from any future benefit payment or payments payable to the Employee under this Plan for the purpose of recovering overpayments made to the Employee in the form of wages or under any General Motors benefit plan. Amounts so deducted shall be remitted to the Company or the benefit plan, as applicable. The Company, by such remittance, shall be relieved of any further liability to the Employee with respect to such payments under this Plan.

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Art. IV, 4.04

4.04 Benefit Drafts Not Presented

Any payment made to but not claimed by the Employee may be reissued upon a proper request to the Company, provided such funds have not been surrendered by the Company pursuant to applicable escheat law.

ARTICLE V OTHER PROVISIONS

5.01 Designation of Beneficiaries in Event of Death

In the event of an Employee's death during a Plan Year, any payments due for such Plan Year will be paid in the normal course to an Employee's ~~estate~~ surviving spouse. If such an Employee is unmarried, the Employee shall be deemed to have designated as beneficiary or beneficiaries under this Plan the person or persons who receive the Employee's life insurance proceeds under the Company's Life and Disability Benefits Program for Hourly Employees. If there is no designated beneficiary, payment will be to the Employee's estate.

Once a payment is made ~~to an Employee's estate~~, even if such payment is contested or was made in error, the Company shall not have any further liability to anyone following such payment.

ARTICLE VI ADMINISTRATION

6.01 Administrative Responsibility

The Company will have full power and authority to construe, interpret, and administer this Plan and to pass upon and decide cases presenting claims in conformity with the objectives of the Plan and under such rules as it may establish from time to time. Decision of the Company will be final and binding upon any of its Employees.

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6.02 SEC Reports and Supplemental Information

~~GM~~General Motors Company will file a Form 10-K annually with the SEC, which will include ~~GM's~~General Motors Company's consolidated, audited financial statements. The audited financial statements will include a ~~s~~Segment ~~r~~Reporting footnote, as required under generally accepted accounting principles, which includes GMNA's ~~earnings before interest and income taxes. This amount will be used in the computation of GMNA EBIT-Adjusted which is furnished to the SEC in a Form 8-K.~~ Income (loss) before interest and taxes-adjusted ("GMNA EBIT-Adjusted") and such financial statements are included in General Motors Company's Form 10-K that is filed with the SEC (as defined in Section 2.06). Upon filing of the Form 10-K and ~~furnishing the Form 8-K to the SEC~~, the computations and calculations reflected therein, including, without limitation, the GMNA EBIT-Adjusted as utilized in this Plan, shall be final and binding on the Company, Employees and any authorized Employee representative for the purposes of the Plan.

6.03 Administrative Expenses

Administrative expenses of the Plan shall be paid by the Company.

6.04 Non-Assignability

Except as provided by applicable law and the recovery of overpayments under Article IV, Section 4.03, no right or interest of any Employee under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge, or in any other manner, but excluding devolution by death or mental incompetency; no attempted assignment or transfer thereof shall be effective; and no right or interest of

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Art. VI, 6.04

any Employee under this Plan shall be liable for, or subject to, any obligation or liability of such Employee.

6.05 Incapacity

In the event a court of competent jurisdiction determines that an Employee to whom a Profit Sharing Amount is payable under this Plan lacks the capacity to handle their own affairs due to illness, accident or other infirmity, any payment under this Plan shall be paid to any person or party (including a private or public institution) to whom or to which a court of competent jurisdiction has granted authority to receive such Plan payments on behalf of such Employee.

6.06 Notice of Denial

The Administrator shall provide adequate notice, in writing, to any Employee or authorized Employee representative whose request for a payment or for a payment in a greater amount under this Plan has been denied setting forth the specific reason or reasons for such denial. The Employee or authorized Employee representative shall be given an opportunity for a full and fair review by the Company of the decision denying the request. The Employee will be given a reasonable period of time, to be established by the Company from the date of the notice denying such request, within which to request such review.

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**ARTICLE VII
AMENDMENT, MODIFICATION,
SUSPENSION OR TERMINATION**

**7.01 Amendment, Modification, Suspension, or
Termination**

The Profit Sharing Plan is a part of and subject to the terms of the collective bargaining agreement for hourly-represented employees, and, subject to the terms of that agreement, The Company reserves the right, by and through its Board of Managers, with the union's consent, to amend, modify, suspend, or terminate the Plan.

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Appendix A

APPENDIX A

Manual Transmissions of Muncie, LLC
(formerly New Venture Gear)
Muncie, Indiana

General Motors Components Holdings, LLC
(Grand Rapids, KoKomo, Lockport, Rochester)

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Paragraph 109 Leave

GENERAL MOTORS LLC

~~September 16, 2011~~(A)

International Union, United Automobile Aerospace and
Agricultural Implement Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~Mrs. Estrada:

During the discussions between the parties held in conjunction with completing the Profit Sharing Plan language, the Union requested that Employees on leave under Paragraph 109 of the National Agreement to engage in the business of or to work for the Local Union should be included as eligible Employees under such Plan. The Company pointed out, however, that certain employees, ~~such as Trustees, Sergeants at Arms and Guides, and any other employees~~ not involved in the in-plant administration of the National Agreement, would not be included in the Plan and would not receive any compensated hours under the Plan while on such leave.

Very truly yours,

GENERAL MOTORS LLC
Catherine L. Clegg
Vice President
~~Labor Relations~~North
American Manufacturing and
Labor Relations

Accepted and Approved:

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA, UAW

By: ~~Joe Ashton~~Cynthia Estrada

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Union Reports

GENERAL MOTORS LLC

September 16, 2011(A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

This will confirm the understanding reached during our recent discussions with the Union regarding the information to be provided to the Union supporting computations made to compute Income (loss) before taxes-adjusted (the "GMNA_EBIT- Adjusted") in the Profit Sharing Plan for Hourly-Rate Employees in the United States (the "Profit Sharing Plan").

In these discussions, we advised the Union that for each Plan Year the Company would provide the following information:

- GMNA EBIT-Adjusted, as reported in the ~~sSegment r~~Reporting footnote of General Motors Company's Form 10-K;
- ~~On an annual basis, a~~ schedule, which details the amount of adjustments attributable to ~~GMC's~~ General Motors Company's GMNA segment to arrive at the GMNA EBIT-Adjusted calculation. GMNA EBIT-Adjusted is the same as the amount reported ~~in by~~ General Motors Company's ~~earnings release furnished to in the Segment Reporting footnote of the Form 10-K filed with the Securities & Exchange Commission, in Form 8-K.~~ In all respects, the schedule provided by the Company shall be consistent with Section 2.06 of the Plan, GMNA EBIT-Adjusted.

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Union Reports

The Company will provide the Union with the information described above as soon as practicable after it becomes available.

This understanding has been reached on the basis that the Union will ensure that, until and to the extent the information is made available by the Company to the public at large, the information will be disclosed only to those reviewing for the Union the computations related to the Profit Sharing Plan, and neither the Union nor anyone reviewing such information for the Union will make any other disclosure of the information.

Very truly yours,

GENERAL MOTORS LLC
Catherine L. Clegg
Vice President
~~Labor Relations~~ North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10/26/15

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Union Reports

HOURLY PROFIT SHARING PLAN
GMNA EBIT-Adjusted, as Defined in the Plan,
for the year ended December 31, 20XX
(\$ in Millions)

GMNA EBIT-Adjusted

GMNA's ~~earnings~~ Income (loss) before
interest and income taxes adjusted in the
~~s~~Segment ~~r~~Reporting footnote of the
Form 10-K \$ _____

~~Add/(Deduct):~~

~~* Adjustments made by General
Motors Company as described
in the Form 8-K furnished to the
Securities & Exchange
Commission~~ \$ _____

~~GMNA EBIT Adjusted *~~ \$ _____

~~* GMNA EBIT Adjusted is same as the amount
reported in General Motors Company's earnings release
furnished to the Securities & Exchange Commission in
Form 8-K.~~

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Misc. (Benefits Training and Education)

GENERAL MOTORS LLC

~~September 19, 2011~~ (A)-

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties renewed their commitment to provide ongoing training programs for Company and Union Benefit Representatives so as to improve the quality of service provided to hourly employees. The parties also recognized the importance of communications programs aimed at educating employees about their benefits.

It was agreed that such training and education programs will be developed jointly, and the cost of developing and implementing such programs properly will be paid from the National Joint Skill Development and Training Fund as approved by the Executive Board for Joint Activities. These include, but are not limited to, the following:

- Annual Joint GM-UAW- UAW-GM Benefits Training Conference will ~~may~~ be scheduled upon approval by the parties.
- Continuing education program for Union Benefit Representatives will be revised, updated and provided by the parties. Training sessions will be scheduled for newly appointed Union Benefit Representatives and Alternates as agreed to by the parties. The sessions will concentrate on areas such as eligibility to receive benefits, description and interpretation of benefit plan provisions, and calculation of benefits.

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Misc. (Benefits Training and Education)

- Conduct periodic on-site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings on legal developments or other special needs.

Included also are any travel, lodging, and living expenses incurred by Company and Union representatives in relation to the above. In addition, the Fund will pay for lost time (eight hours per day base rate plus COLA) of Union Benefit Representatives attending such programs away from their locations. The Company will pay for the time (eight hours per day base rate plus COLA) of alternate Union Benefit Representatives who replace those attending such programs.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION, UNITED
AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

RM
10-26-15

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10-26-15

Misc. (Improving Benefits Service Through Technology)

GENERAL MOTORS LLC

September 19, 2011(A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties recognized the need to move ahead with the development of technological applications to improve the quality of service provided to hourly employees.

1. The parties recognized the need to provide the necessary tools to Local Union Benefit Representatives so that they may improve the service they are providing to hourly employees. Local Union Benefit Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive. ~~Therefore, the parties have agreed to implement an e-mail pilot program to provide Local Union Benefit Representatives the ability to contact the GM Benefits & Services Center (GMBSC) regarding routine non-emergency benefit questions. The e-mail functionality will be implemented no later than the fourth quarter of 2011. The parties will jointly review the effectiveness of the pilot program after 3 months from the pilot implementation date to determine the feasibility of implementation to all Local Union Benefit Representatives.~~

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Misc. (Improving Benefits Service Through Technology)

2. The parties further agree that the Company ~~to provide~~ Local Union Benefit Representatives with GM On-Line computers with access to the appropriate systems required to perform their duties. The parties agree to provide voice mail, email and/or an answering machine at plant locations.
3. Information of importance to Local Union Benefit Representatives, including but not limited to the Benefits Supplemental Agreements, prescription drug therapy programs, training materials, and information updates will be jointly developed and made available on the Joint Activities System (JAS) at the Center for Human Resources.
4. The parties further agreed to work toward enhancing the information available through Fidelity's Plan Sponsor WebStation® (PSW).

In conclusion, during the term of the new Agreement, the parties pledge to carefully consider every opportunity to improve the quality and efficiency in benefits delivery.

Very truly yours,

GENERAL MOTORS LLC
Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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Manual Transmissions of Muncie, LLC

GENERAL MOTORS LLC

~~September 16, 2011~~ (A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

As discussed during these negotiations, this will confirm our understanding that for purposes of Article II, 2.05 of the Profit Sharing Plan, the definition of Employee will include all hourly persons employed by Manual Transmissions of Muncie, LLC, formerly New Venture Gear, Muncie, Indiana.

Very truly yours,

GENERAL MOTORS LLC
Catherine L. Clegg
Vice President
~~Labor Relations~~ North American

Manufacturing and Labor Relations

Accepted and Approved:

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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Memorandum of Exceptions to Section 3(d)

GENERAL MOTORS LLC

(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, with respect to the Plan, the parties discussed circumstances and performance issues that factor into the calculation of GMNA EBIT-Adjusted. In these discussions, the Union and Company reaffirmed the continuing importance of transparency and reliance on the amount of GMNA EBIT-Adjusted as the amount reported to the SEC in a Form 10-K in administering the Plan.

The parties also agreed that companies routinely discuss earnings, including EBIT or EBIT-Adjusted performance, with financial analysts and investors, and identify particular events, circumstances, charges, or other factors impacting the reported performance. These discussions by their nature are not efforts to under-report, over-report or mask the actual earnings performance and are typically used to explain the results or show that such events or costs are non-routine or non-recurring.

With respect to rare or infrequent issues with the value of the lower of \$1 billion or 20% of GMNA EBIT-Adjusted (but in no case less than \$500 million) per incident in a given Plan year, the Company acknowledged that it would continue to timely meet and review such issues with the Union. With respect to such items, the Union asked to meet and address any items regularly referenced in communications to financial analysts and investors, as filed on Form 8-K with the SEC, and where the Company repeatedly interchanges EBIT-Adjusted with such terms as "EBIT-Adjusted Excluding" or some other routinely

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Memorandum of Exceptions to Section 3(d)

referenced adjustment to EBIT-Adjusted. If such meetings do not satisfy the Union's concerns regarding the amount used for calculating profits under the Plan, the parties may utilize the dispute resolution procedure set forth in Section (3) of the Agreement. The parties agreed that the meetings covered in this Memorandum are not intended to address special items excluded from GMNA EBIT-Adjusted, other items such as restructuring costs, warranty/recall, strikes at suppliers, impact of foreign exchange, or elements that are routinely included in GMNA EBIT-Adjusted (unless these items otherwise meet the criteria provided in this paragraph).

For purposes of clarification, the impartial person shall not have any authority to determine accounting policies or any adjustment made by General Motors Company used in the computation of GMNA EBIT- Adjusted or to change the dollar amount of GMNA EBIT-Adjusted except as applied to this Plan in conditions provided in this Memorandum.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American Manufacturing
and Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Cynthia Estrada

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EXHIBIT G
SUPPLEMENTAL AGREEMENT
(Personal Savings Plan)

-A- = Signing Date of New Plan

-B- = Effective Date of New Plan

-C- = Change UAW Name

-D- = Change Cathy Cleggs' Title

10-25-18

SS 10/24/15

**SUPPLEMENTAL AGREEMENT
(PERSONAL SAVINGS PLAN)**

On this day of ~~September 16, 2011-A~~, General Motors LLC, ("General Motors", "GM", or the "Company") hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Agreement becomes a part, agree as follows:

Section 1. Establishment of Plan

Subject to the approval of its Board of Managers, which occurred on ~~December 12, 2011-B~~, the Company established an amended Personal Savings Plan for Hourly-Rate Employees in the United States, hereinafter referred to as the "Plan", a copy of which is attached hereto and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

Section 2. Union ~~H~~Leaves of Absence

For the purposes of this Plan, Employees who are granted a leave of absence under Paragraph 109 or Paragraph 109 (a) of the National Agreement for the purpose of permitting the Employee to engage in the business of, or to work for, the Local Union or International Union, respectively, will not be eligible to receive any contributions from the Company ~~Contribution~~ as referenced in

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Article II, Section 2.09 and 2.40 of this Plan. ~~Such Company Contribution shall be accounted for under the provisions of the General Motors Personal Retirement Plan for Hourly Rate Employees in the United States.~~

Section 3. Board of Administration

(1) There shall be established a Personal Savings Plan Board of Administration, hereinafter referred to as the "Board", composed of six (6) members, three (3) appointed by the Company and three (3) by the Union. Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, the alternate may attend and when in attendance shall exercise the duties of the member. Either the Company or the Union at any time may remove a member or alternate appointed by it and may appoint a member or alternate to fill any vacancy among members or alternates appointed by it.

No person shall act as a member of the Board or as an alternate for such member unless notice of the appointment has been given in writing by the party making the appointment to the other party.

(2) The Board shall meet at such times and for such periods for the transaction of necessary business, but not less than semi-annually or as may be mutually agreed by its members.

(3) To constitute a quorum for the transaction of business, the presence of four (4) members of the Board shall be required. At all meetings of the Board, the member or members present as appointed by the Company shall have in the aggregate a total of one vote to be cast on behalf of the Company and the member or members present as appointed by the Union shall have in the

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G. Sect.23(3)

aggregate a total of one vote to be cast on behalf of the Union.

(4) In the event the members of the Board are unable to agree upon the disposition of the appeal, the matter shall be referred to and decided by the Impartial Chairperson who shall be mutually agreed to by the parties. The parties shall share the cost of such Impartial Chairperson, if any, equally.

(5) The compensation and expenses of the Company members will be paid by the Company and the compensation and expenses of the Union members will be paid by the Union.

Section-34. Non-Applicability of Collective Bargaining Agreement Grievance Procedure

No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Company and the Union

Section-45. Governmental Rulings

The Plan and the Plan as it may be supplemented by superseding provisions of this Agreement are contingent upon and subject to the Company obtaining and retaining from the Internal Revenue Service a ruling, satisfactory to the Company, holding that the Plan meets the requirements of Section 401 of the Code, or any section of the Code which amends, supersedes, or supplements said section, and that any trust forming a part of the Plan is exempt from income taxation under Section 501(a) of the Code, or any section of the Code which amends, supersedes, or supplements said section. In the event the above ruling is not obtained, the Company, within 30 days after any such disapproval, will give written notice thereof to the Union.

Notwithstanding any other provisions of this Agreement or the Plan, the Company, with the consent of the Vice President and Director of the General Motors

G. Sect. ~~35(3)~~

Department of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which

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DS 10/24/15

PLUS A-B

G. Sect. 45

shall be necessary to comply with changes in the law or regulations (if any) and to obtain or retain the ruling referred to in this Section 35. Any such revisions shall adhere as closely as possible to the language and intent of provisions outlined in this Agreement and the Plan.

Section-~~56~~. Duration of Agreement

This Agreement and Plan as supplemented by this Agreement shall continue in effect until otherwise agreed to by the Company and the Union.

In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

[Signature]
10-26-15

[Signature] 10/26/15

GENERAL MOTORS
LLC

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**EXHIBIT G-1
THE GENERAL MOTORS
PERSONAL SAVINGS PLAN
FOR HOURLY-RATE EMPLOYEES
IN THE UNITED STATES**

10-26-15

10/26/15

**ARTICLE I
ESTABLISHMENT OF
PERSONAL SAVINGS PLAN**

1.01 Establishment of Plan

The General Motors Personal Savings Plan for Hourly-Rate Employees in the United States (hereinafter referred to as the Plan or the PSP), as set forth herein. This Plan is maintained by General Motors LLC, the "Company", on behalf of itself and certain of its domestic subsidiaries that are approved by the Company Board of Managers for inclusion and as specifically identified in Appendix A to this Plan.

1.02 Effective Date of Amended Plan

The amended Plan shall become effective ~~January 1, 2012-B-~~, except as otherwise may be provided herein.

1.03 Governmental Rulings

This Plan is conditioned upon approval by the Internal Revenue Service in accordance with Sections 401 and 501(a) of the Code, or any section of the Code which amends, supersedes, or supplements said sections.

**ARTICLE II
DEFINITION OF TERMS**

The following definitions will apply to all words and phrases capitalized in the text which follows.

2.01 "Account"

Account means the assets credited to a Participant in the trust fund established under the Plan. Assets

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credited to a Participant may include amounts credited to a Roth Account and other amounts that are separately accounted for.

2.02 "Administrator" or "Plan Administrator"

Administrator or Plan Administrator means the GM Employee Benefits Plans Committee, c/o General Motors LLC, 300 Renaissance Center; Mail Code 482- C32-A68; P.O. Box 300; Detroit, MI 48265-3000.

2.03 "After-Tax Assets"

After-Tax Assets means the units of the non-mutual funds and units of the mutual funds purchased with After-Tax Savings and dividends and earnings thereon.

2.04 "After-Tax Savings"

After-Tax Savings means amounts contributed to the trust fund by the Company as elected by a Participant in accordance with Section 5.01. The term "After-Tax Savings" shall not include any Deferred Savings or Roth Savings.

2.05 "Business Day"

Business Day means a day the New York Stock Exchange is open for business, except in the event of the occurrence on any day of government restrictions, exchange or market rulings, suspensions of trading, acts of civil or military authority, national emergencies, fires, earthquakes, floods or other catastrophes, acts of God, wars, riots or failures of communication or power supply, or other circumstances beyond the reasonable control of the Trustee, the Trustee shall determine in its discretion the extent to which such day shall constitute a Business Day for any purpose of the Plan. If the New York



Art II, 2.05

Stock Exchange is closed as a result of a holiday, weekend, or at the end of a Business Day, normally 4:00 p.m. Eastern Time, then the Effective Date will be the next following Business Day.

2.06 "Catch-Up Contributions"

Catch-up Contributions means the additional Deferred Savings or Roth Savings a Participant who has attained age 50 (or will attain age 50 before the last day of a particular Plan Year) or older may make during the calendar year to this Plan up to ~~\$5,500~~ \$6,000 (less any Catch-Up Contributions, as defined in Section 414(v) of the Code, made by the Participant to another tax qualified retirement plan during the Plan Year) or such other amount for the Plan Year as may be adjusted for cost-of-living under Section 414(v)(2)(C) of the Code.

2.07 "Code"

The term "Code" means the Internal Revenue Code of 1986, as amended.

2.08 "Company"

Company means General Motors LLC.

2.09 "Company Contributions"

Company Contributions means the amount contributed by the Company to an Eligible Employee's PSP Account, equal to \$1.00 of such Employee's straight-time compensated hours, (up to 40 hours per week), hours compensated for apprentice pay, bereavement, call-in, grievance pay associated with lost work, holiday, jury duty, short-term military, vacation and wash-up. Company Contributions shall be provided to Eligible employees determined under Section 2.26.

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Art. II, 2.10

2.10 "Compensation"

Compensation means the total amount paid by the Company to the Employee with respect to hourly-rate employment during any Plan Year as evidenced by Internal Revenue Service Form W-2 or its equivalent, plus amounts not currently includable in income by reason of Sections 125, 132(f)(4) 402(e)(3), 402(h)(1) (B), 403(b), 402(k) and/or 457(b) of the Code.

2.11 "Current Market Value"

Current Market Value means the assets attributable to the investment options that are non-mutual funds, the unit values as reported by the Trustee and/or the providers of the fund. For assets attributable to the mutual funds, the unit values as reported by the mutual fund provider.

2.12 "Date of Valuation"

Date of Valuation means the end of a Business Day, normally 4:00 p.m. Eastern Time, that a Participant initiates an investment option election, withdrawal, transfer of assets, settlement upon termination of employment, or loan, and such date shall be the Effective Date of Investment Option Election, Effective Date of Withdrawal, Effective Date of Transfer of Assets, Effective Date of Termination, or Effective Date of Loan, whichever applies.

2.13 "Deferred Assets"

Deferred Assets means the units of the non-mutual funds and units of the mutual funds purchased with Deferred Savings and dividends and earnings thereon. The term "Deferred Assets" shall not include Company Contributions and Retirement Contributions.

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Art. II, 2.14

2.14 "Deferred Savings"

Deferred Savings means amounts contributed to the trust fund by the Company as elected by a Participant in accordance with Sections 4.01 and 4.02, and such amounts shall be separately accounted for.

2.15 "Direct Rollover"

Direct Rollover means a payment by the Plan to the ~~e~~Eligible ~~r~~Retirement ~~p~~Plan specified by the Distributee or a payment by an Eligible Retirement Plan to the Plan specified by the Employee. A Direct Rollover shall not include a Roth Direct Rollover.

2.16 "Distributee"

Distributee means an Employee or former Employee of the Company to whom assets are to be distributed. Additionally, the surviving spouse or other beneficiary of the Employee or former Employee or alternate payee to whom assets are to be distributed under a ~~Q~~Qualified ~~d~~Domestic ~~r~~Relations ~~o~~Order (QDRO), as defined in Section 414(p) of the Code, are Distributees with regard to their interest.

2.17 "Effective Date of Investment Option Election"

Effective Date of Investment Option Election means the Business Day on which appropriate direction to the Trustee is received by the party designated by the Administrator for an investment option change.

2.18 "Effective Date of loan"

Effective Date of Loan means the Business Day on which appropriate direction to the Trustee is received by the party designated by the Administrator for a loan.

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2.19 "Effective Date of Termination"

Effective Date of Termination means the Business Day on which termination of employment with the Company occurs.

2.20 "Effective Date of Transfer of Assets"

Effective Date of Transfer of Assets means the Business Day on which appropriate direction to the Trustee is received by the party designated by the Administrator for a transfer of assets.

2.21 "Effective Date of Withdrawal"

Effective Date of Withdrawal means the Business Day on which appropriate direction to the Trustee is received by the party designated by the Administrator for a withdrawal.

2.22 "Eligible Retirement Plan"

An "Eligible Retirement Plan" is:

- (1) an individual retirement account or annuity described in Section 408(a) or (b) of the Code;
- (2) an annuity plan or contract described in Section 403(a) or 403(b) of the Code;
- (3) a qualified defined contribution plan described in Section 401(a) of the Code that accepts Eligible Rollover Distributions;
- (4) an eligible governmental plan described in Section 457 of the Code.

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2.23 "Eligible Rollover Distribution"

Eligible Rollover Distribution means any distribution consisting of all or any portion of the Account of the Distributee, except that an Eligible Rollover Distribution does not include:

(i) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(ii) the portion of any distribution that is not includable in gross income unless that portion is transferred to an IRA or an annuity plan as described in Section 408(a) or (b) of the Code, or a qualified plan described in Section 401(a) or 403(a) of the Code and the transferee plan agrees to separately account for the amount transferred to it including separately accounting for the after-tax portion;

(iii) substantially equal installment payments that are payable for ten or more years; and

(iv) any distribution due to Financial Hardship as defined under Article II, Section 2.29.

2.24 "Eligible Weekly Earnings"

Eligible Weekly Earnings means base pay plus any Cost-of-Living Allowance received by a Participant from the Company with respect to hourly-rate employment during a calendar week and any Performance Bonus Lump Sum or Quality Performance Payment (as defined in the Collective Bargaining Agreement) made to a Participant during the Plan Year. The term Eligible Weekly Earnings shall include any pay received for straight time, overtime, vacation pay, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, call-in pay, apprentice training pay, night shift premiums, seven-day premiums and suggestion awards. Eligible

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Art. II, 2.24

Weekly Earnings shall not include any other special payments, fees, or allowances, and in no event may exceed ~~\$245,000~~ 265,000 per year as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code.

2.25 "Employee"

Employee means:

(a) any person regularly employed in the United States by the Company or by a wholly-owned or substantially wholly-owned domestic subsidiary in accordance with I.R.C. Section 414(b), (c), and (m) thereof, which the Company Board of Managers or its designees for such purposes has approved for inclusion in this Plan and which are specifically identified in Appendix A, on an hourly-rate basis, including:

(1) hourly-rate persons employed on a full-time basis; and

(2) part-time hourly-rate employees, except for employees who are classified as temporary employees who are not eligible to participate in the Plan.

(b) the term Employee shall not include employees of any directly or indirectly wholly-owned or substantially wholly-owned subsidiary of the Company, except as their participation in the Plan is expressly approved by the GM Board of Managers and as specifically identified in Appendix A.

(c) the term "Employee" shall not include employees represented by a labor organization which has not signed an agreement making the Plan applicable to such employees.

(d) the term "Employee" shall not include Leased

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Employees as defined under Article II, Section 2.31.

(e) the term "Employee" shall not include contract employees, bundled-services employees, consultants, or similarly situated individuals, or individuals who have represented themselves to be independent contractors.

(f) the following classes of individuals are ineligible to participate in this Plan, regardless of any other Plan terms to the contrary, and regardless of whether the individual is a common-law employee of the Company:

(i) any individual who provides services to the Company where there is an agreement with a separate company under which the services are provided. Such individuals are commonly referred to by the Company as "contract employees" or "bundled-services employees";

(ii) any individual who has signed an independent contractor agreement, consulting agreement, or other similar personal service contract with the Company;

(iii) any individual who both (a) is not included in any represented bargaining unit and (b) who the Company classifies as an independent contractor, consultant, contract employee, or bundled-services employee during the period the individual is so classified by the Company.

The purpose of this provision is to exclude from participation all persons who may actually be common-law employees of the Company, but who are not paid as though they were employees of the Company, regardless of the reason they are excluded from the payroll, and regardless of whether that exclusion is correct.

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2.26 "Eligible Employee"

Eligible Employee means, for purposes of Company Contributions under Section 2.09, Employees having the following employment status on or after October 1, 2007:

(a) An Employee who is hired or rehired by the Company under the UAW-GM Entry Level Wage and Benefit Agreement, or

(b) An Employee who was previously a Represented employee of the Delphi Corporation at its Needmore Road or Flint East location, who was hired or rehired as are presented GM Employee at its Westchester or Davision Road location,

- (1) including former Delphi represented employees at the above named locations in skilled trades positions, and
- (2) including former Delphi represented employees at the above named locations who qualify as Covered Employees under the Memorandum of Understanding – Benefit Guarantee, dated September 30, 1999 but who through application of provisions of that agreement related to a accrual of up to seven years credited service in the General Motors Hourly- Rate Employees Pension Plan ("GM HPP") could not reach retirement eligibility under Article II, 1; Article II, 2 (a)(1); Article II, 2(a)(2); Article II,2 (a)(3) of the GM HPP on or before November 30, 2015, but
- (3) excluding the former Delphi represented employees at the above named locations

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who qualify as Covered Employees under the Memorandum of Understanding— Benefit Guarantee, dated September 30, 1999 and who through application of provisions of that agreement related to accrual of up to seven years credited service in the GM HPP could reach retirement eligibility under Article II, 1; Article II, 2(a)(1); Article II, 2(a)(2); Article II, 2(a)(3) of the GMHPP on or before November 30, 2015.

2.27 “Excess Contributions”

The term Excess Contributions means the excess of:

(a) the aggregate amount of Deferred Savings and Roth Savings actually taken into account in computing the limitations for Highly Compensated Employees under Section 4.04(a), over

(b) the maximum amount of Deferred Savings permitted under the limitations of Section 4.04(a) (determined by hypothetically reducing the Deferred Savings and Roth Savings made on behalf of Highly Compensated Employees in the order of the ratios under Section 4.04(b), beginning with the highest of such ratios).

2.28 “Excess Aggregate Contributions”

The term Excess Aggregate Contributions means the excess of:

(a) the aggregate amount of After-Tax Savings actually taken into account in computing the limitations for Highly Compensated Employees under Section 5.03(a), over

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Art. II, 2.28(b)

(b) the maximum amount of After-Tax Savings permitted under the limitations of Section 5.03(a) (determined by hypothetically reducing the After-Tax Savings made on behalf of Highly Compensated Employees in the order of the ratios under Section 5.03(b), beginning with the highest of such ratios).

2.29 "Financial Hardship"

Financial Hardship means a reason given by a Participant when applying for a withdrawal of Deferred Savings and/or Roth Savings before age 59-1/2 which indicates the withdrawal is (1) necessary to meet immediate and heavy financial needs of the Participant, (2) for an amount required to meet the immediate financial need created by the hardship, and (3) for an amount that is not reasonably available from other resources of the Participant. The amount of such withdrawal may be increased to include any amounts necessary to pay reasonably anticipated income taxes and penalties resulting from the early withdrawal. The reason must be permitted under existing Internal Revenue Service regulations and rulings and must be acceptable to the Named Fiduciary or its delegate for one of the following reasons:

(a) purchase or construction of the Participant's principal residence;

(b) payment of expenses to prevent foreclosure on the Participant's principal residence or to prevent eviction from the Participant's principal residence;

(c) payment of tuition for the next 12 months of post-secondary education for a Participant, a Participant's spouse, or a Participant's dependent(s);

(d) payment of medical expenses previously incurred or necessary to obtain medical care for a

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Participant, a Participant's spouse, or a Participant's dependent(s);

(e) payment of funeral expenses for the Participant's deceased parent(s), spouse, children, or dependent(s);

(f) payment of expenses for the repair of damage to the Participant's residence that qualify for a casualty loss deduction; or

(g) any other reason acceptable under published Internal Revenue Service regulations and rulings.

A Participant may have no more than six withdrawals under this Section 2.29 in any Plan Year.

2.30 "Highly Compensated Employees"

For purposes of this Plan, the term Highly Compensated Employees means Highly Compensated active Employees and Highly Compensated former Employees. For purposes of this Section, the determination year shall be the calendar year, and the look-back year shall be the 12-month period immediately preceding the determination year. A Highly Compensated active Employee includes any Employee who performs service for the Company during the determination year and who, during the look-back year:

(a) (1) received compensation from the Company in excess of the compensation amount under Section 414(q) of the Code for the look-back year (as adjusted under the Code) for such year, ~~and~~ or

(2) was a 5% owner of the Company at any time during the look-back year or determination year.

(b) A Highly Compensated former Employee

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includes any Employee who separated from service prior to the determination year, performs no service for the Company during the determination year, and was a Highly Compensated active Employee for either the separation year or any determination year ending on or after the Employee's 55th birthday.

(c) The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of Employees in the top- paid group, will be made in accordance with Section 414(q) of the Code and regulations thereunder.

2.31 "Leased Employee"

Leased Employee means any person who, pursuant to an agreement between the Company and any leasing organization, has performed services for the Company on a substantially full-time basis for a period of at least one-year, and such services are performed under the primary direction or control of the Company. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the Company shall be treated as provided by the Company. A Leased Employee shall not be considered an employee of the Company if such employee is covered by the safe harbor requirements of Section 414(n)(5) of the Code.

2.32 "Named Fiduciary"

Named Fiduciary means:

(i) the GM Employee Benefit Plans Committee (EBPC) with respect to the general administration of the Plan. The EBPC may delegate authority to carry out such of its responsibilities, as it deems proper to the extent permitted by the Employee Retirement Income Security Act of 1974;

(ii) General Motors Investment Management Corporation (GMIMCo) with respect to

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Art. II, 2.32

the appointment of the Trustee of the Plan and the investment of the Plan assets and

(iii) to the extent that Section 404(c) of ERISA does not apply, each Participant only with respect to the investment of such Participant's assets under the Plan.

Whenever the term "Named Fiduciary" is used in the Plan such term shall be construed to refer exclusively to the person designated as having the responsibility for the function for which such term is being used and not any other persons designated as Named Fiduciaries for other functions.

2.33 "Normal Retirement Age"

Normal Retirement Age means the attainment of age 65 by the Participant.

2.34 "Participant"

Participant means an Employee, former Employee, or a surviving spouse, who has an Account under this Plan.

2.35 "Plan"

Plan means The General Motors Personal Savings Plan for Hourly-Rate Employees in the United States.

2.36 "Plan Year"

Plan Year means the 12-month period beginning on January 1 and ending on December 31.

2.37 "Prime Rate"

Prime Rate means the interest rate reported by Thompson Reuters as the "Prime Rate" as published in the Eastern Edition of the *Wall Street Journal* in its general guide to money rates.

2.38 "Qualified Default Investment Alternative (QDIA)"

The term "Qualified Default Investment Alternative (QDIA) shall mean, in the absence of participant investment direction, the target date fund available

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Art. II, 2.32

under the Plan closest to the year in which the participant attains age 65. Such target date fund shall be determined by the Named Fiduciary as defined in Section 2.32 (ii) of this Plan.

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2.382.39 "Qualified Reservist Distribution"

Qualified Reservist Distribution shall mean a distribution of Deferred Savings to a military reserve member ordered or called to active duty for a period in excess of 179 days or for an indefinite period, pursuant to Section 401(k) (2) B(i)(V) of the Code.

2.392.40 "Retirement Contributions"

Retirement Contributions shall mean contributions made by the Company pursuant to Article IV, Section 4.01(a)(vii).

2.402.41 "Roth Account"

Roth Account means a separate account within the Plan maintained for a Participant for the purpose of holding Roth Assets (and related earnings) accumulated from Roth Savings and Roth Direct Rollovers.

2.412.42 "Roth Assets"

Roth Assets means the units of the non-mutual funds and units in the mutual funds purchased with Roth Savings, Roth Direct Rollover contributions, Roth rollover contributions, and dividends and earnings thereon. Roth Assets shall be separately accounted for under the Plan. Roth Assets shall not include Company Contributions and Retirement Contributions.

2.422.43 "Roth Direct Rollover"

Roth Direct Rollover means an irrevocable direct rollover (i.e., transfer) of all or a portion of a Participant's vested Account ~~(other than the portion attributable to a Participant's Roth Account, if any)~~ to the Participant's Roth Account. The amount eligible for such direct rollover

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~~shall be limited to amounts that would otherwise constitute an Eligible Rollover Distribution if distributed from the Plan to the Participant.~~ include all of a Participant's vested assets, including, without limitation, Deferred Savings, After-Tax Savings, Company Contributions and Retirement Contributions, as well as related earnings thereon.

2.432.44 "Roth Savings"

Roth Savings means amounts contributed to the trust fund by the Company as elected by a Participant in accordance with Article VI, and such amounts shall be separately accounted for. Roth Savings shall be treated as elective deferrals under Section 402(g)(3) of the Code.

2.442.45 "Seniority"

Seniority as used in the Plan means the Employee must complete 90 days of employment with the Company.

2.452.46 "Total and Permanent Disability"

Total and Permanent Disability means the Employee is currently eligible for a benefit under The General Motors Hourly-Rate Employees Pension Plan because of total and permanent disability or would be eligible for such a benefit except the Employee does not have ten years of credited service.

2.462.47 "Trustee"

Trustee means any person or entity appointed by GMIMCo, or its delegate, to hold, invest, and distribute the assets of the Plan.

2.472.48 "Vesting Service"

For the purposes of vesting, an Eligible Employee's vesting service for Company Contributions and Retirement Contributions shall be determined under Article X.

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**ARTICLE III
ELIGIBILITY**

3.01 Eligibility

An Employee is eligible to participate and accumulate savings under the Plan on the first day of the first pay period next following the attainment of Seniority.

A previously eligible Employee who resumes active employment following a termination of employment will be eligible to participate immediately.

**ARTICLE IV
CASH OR DEFERRED ARRANGEMENT
AND COMPANY CONTRIBUTIONS AND
RETIREMENT
CONTRIBUTIONS**

**4.01 Cash or Deferred Arrangement and
Company Contributions and Retirement
Contributions**

(a) (i) In lieu of receipt of Eligible Weekly Earnings to which an Employee is entitled, such Employee may elect, by providing appropriate direction to the party designated by the Administrator, to have the Company contribute to the Plan, on a weekly basis, an equivalent amount in accordance with this qualified cash or deferred arrangement as provided for under Section 401(k) of the Code. Such contributions must be whole percentages of the Employee's Eligible Weekly Earnings and may not be at a rate of less than 1% nor more than ~~60~~100% of the Employee's Eligible Weekly Earnings after all legally required deductions.

(ii) Unless an Employee who attains Seniority on or after January 1, 2008 who: 1) elects to contribute under (i) above; or 2) opts out of automatic


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Art. IV, 4.01(a)(ii)

enrollment pursuant to the opt out process implemented by the Administrator or its delegate, such Employee shall be deemed to have elected to have the Company make deductions from such Employee's pay to contribute to the Plan, on a weekly basis, an amount equal to 3% of the Employee's Eligible Weekly Earnings. Such contributions shall be made in accordance with Section 401(k) of the Code as soon as practical following attainment of Seniority. Such Employee shall be provided notice of such deemed election at least 30 days prior to attainment of Seniority. Such contributions shall continue unless the Employee requests a withdrawal of such contributions under Section 7.03(a)(3).

(iii) In addition to the contributions described above, an Employee age 50 or over, or an Employee who will attain age 50 by the end of the year, may elect to have the Company contribute to the Employee's Account Catch-Up Contributions. Such contributions may not be at a rate of less than 1% nor more than ~~40~~100% of the Employee's Eligible Weekly Earnings after all legally required deductions. Catch-Up Contributions may only be permitted by an Employee once a limitation is imposed pursuant to this Section or Sections 4.04, 9.04 and 9.05 of the Plan.

(iv) Employee contributions referenced in paragraphs (a)(i), (ii) and (iii) shall be allocated to the Employee's Account and shall be vested immediately. The Employee's Compensation shall be reduced by the full amount of any such Employee contribution.

(v) The Employee may elect, by providing appropriate direction to the party designated by the Administrator, to change the amount of such Company contributions or to have such contributions suspended at any time.

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Art. IV, 4.01(a)(vi)

(vi) The Company will make Company Contributions to the Accounts of Eligible Employees defined under Section 2.26. Company Contributions referenced here in shall be allocated to the Employee's Account on a weekly basis. Such Company Contributions will be invested in accordance with the investment fund elections by the Eligible Employee. If an Eligible Employee has not made an investment fund election pursuant to Section 7.01, Company Contributions will be invested in a ~~Pyramis Active Lifecycle Commingled Pool investment option closest to the year in which the Eligible Employee turns age 65 in the Plan's QDIA.~~ Company Contributions and related earnings, if any, shall vest upon the Employee's attainment of three years of Vesting Service. In the event the Employee separates from service with less than three years of Vesting Service, all Company Contributions and related earnings shall be forfeited pursuant to Section 7.04(e).

(vii) Effective 14 days following -A-, The Company shall contribute the following amounts to an Eligible Employee's Account; 6.4% of the Eligible Weekly Earnings.

For the purpose of Company Contributions as defined in section 2.09 and Retirement Contributions as defined in section 2.40, straight time pay will include the straight time equivalent of overtime hours worked, up to 40 compensated hours in any one work week.

~~(1) — Effective January 2, 2012, 6.4% of the Eligible Weekly Earnings for Eligible Employees who were hired on or after October 1, 2007 and before October 3, 2011, or~~

~~(2) — Effective October 3, 2011, 4% of the Eligible Weekly Earnings for Eligible Employees who are hired on or after October 3, 2011.~~

Until the effective date in (vii) of this Section 4.01(a), Eligible Employees hired on or after October 3, 2011, shall continue to receive a 4% Retirement Contribution of 4% of Eligible Weekly Earnings.

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Art. IV, 4.01(a)(vii)

Contributions made hereunder shall be referred to as "Retirement Contributions." Such contributions are in lieu of participation in any Company pension plan.

For purposes of this paragraph (vii), Eligible Weekly Earnings means base hourly straight time pay received up to 40 compensated hours in any one work week, plus any Cost-of-Living Allowance, if applicable, on such hours worked. ~~Retirement Contributions will be~~

Company Contributions and Retirement Contributions will be

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Art. IV, 4.01(a)(vii)(2)

allocated to the Eligible Employee's Account whether or not the Eligible Employee elects to voluntarily participate in this Plan. If the Eligible Employee has investment elections in effect, Company Contributions and Retirement Contributions will be invested pursuant to such elections. If no investment elections are in effect, ~~Company and Retirement~~ such contributions will be invested in the ~~Pyramis Active Lifecycle Commingled Pool~~ investment option closest to the year in which the Eligible Employee will reach age 65 Plan's QDIA.

Notwithstanding the foregoing, Employees classified as temporary employees are not eligible to receive Company Contributions or and Retirement Contributions.

(viii) Company Contributions and Retirement Contributions made by the Company pursuant to paragraphs (vi) and (vii) above shall vest upon the Eligible Employee's attainment of three years of Vesting Service. In the event the Eligible Employee separates from service with less than three years of Vesting Service, all Company Contributions and Retirement Contributions and related earnings, if any, shall be forfeited pursuant to Section 7.04(e).

(ix) For an Eligible Employee with contributions attributable to paragraphs (vi) and (vii) above, who is part of a divestiture, split-off, or spin-off with less than three years of Vesting Service, all assets in such Eligible Employee's Account shall be fully vested at the time of the transaction.

(x) Contributions attributable to paragraphs (vi) and (vii) above shall vest no later than the Eligible Employee's attaining Normal Retirement Age.

(b) Any change in the rate of payroll deduction authorized by an Employee in accordance with subsection (a) of this Section 4.01 will become effective not later than the first day of the second pay

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Art. IV, 4.01(b)

period next following the date on which such authorization is received by the party designated by the Administrator.

(c) Effective January 1, 2012, in addition to the contributions as provided for in subsection (a) of this Section 4.01, an Employee eligible to receive a payment from The General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States may elect to have the Company contribute to the Employee's Account as Deferred Savings an amount up to 100% ~~after all legally required deductions, in multiples of 1% or contribute a specific dollar amount, of the amount of such payment, after all legally required deductions,~~ provided such Employee has not terminated employment prior to such contribution. Such election shall be made annually at such time and in such manner as the Administrator shall determine. If appropriate direction is not received by the party designated by the Administrator from an Employee on or before the date established by the Administrator for submission of such election with respect to a payment, such amount shall be paid to the Employee.

(d) The Company may limit the amount of contributions to the trust pursuant to subsections (a) and (c) of Section 4.01 if necessary to comply with Sections 4.04, 9.04, and 9.05 of the Plan.

4.02 Transfer of Assets to or Receipt of Assets from other Qualified Plans

The Administrator may direct the Trustee to accept all of an Employee's funds transferred from a similar qualified plan, and may direct the Trustee to transfer all of a Participant's funds to a similar qualified plan, provided such other qualified plan is:

(a) a plan maintained by an employer which is a member of a controlled group of corporations of which the Employee's current employer is a member, and such plan ~~permits~~ provides for such

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Art. IV, 4.02(a)

transfers (e.g. ~~a the automatic transfer from the this Plan to the GM Retirement Savings Plan (RSP) (formerly known as the Savings Stock Purchase Program (S-SPP)) to this Plan and vice versa~~), or

(2b) is a plan maintained by Delphi Corporation or a successor sponsor of such plan. Accounts with outstanding loans may be transferred. Any funds so transferred shall be accompanied by instructions from the Trustee setting forth the Employee for whose benefit such assets are being transferred, and identifying the source of such accumulated funds. Funds transferred from other plans which otherwise would be subject to federal income taxation will be designated as Deferred Savings.

Notwithstanding the foregoing, the Plan may not receive a transfer from another qualified plan if such other plan provides, or at any time had provided, benefits through alternative forms of distribution, including annuities, which are not available under this Plan.

4.03 Rollovers

(a) An Employee may make a rollover contribution, including a direct rollover contribution from another Roth account, as permitted under Section 402(c) of the Code, into an option or options selected by such Employee in an amount not exceeding the total amount of taxable and/or nontaxable proceeds distributed by another eligible retirement plan. A rollover from another designated Roth account must be accomplished through a direct rollover. An eligible retirement plan shall be determined under Section 402(c)(8)(B) of the Code. Additionally, cash proceeds received by an Employee under a qualified domestic relations order from an eligible retirement plan as described above may be rolled over to the Plan. The rollover contribution, including an eligible lump sum payment from the

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Art IV, 4.03(a)

General Motors Hourly-Rate Employees Pension Plan or the General Motors Personal Retirement Plan for Hourly-Rate Employees in the United States, must be made by the Employee, or a former Employee who is eligible to receive a distribution, (a) within 60 days following the receipt of such distribution, or (b) as a direct trustee-to-trustee transfer from the former employer's plan as permitted under Section 401(a)(31) of the Code.

(b) An Employee who receives an Eligible Rollover Distribution may elect to have the Trustee transfer directly to an IRA of the Employee, or to another employer's plan in which the Employee is a participant, all or part of the assets included in the distribution. The Employee shall designate the IRA or other employer's plan to which assets are to be transferred, and the transfer shall be made subject to acceptance by the transferee plan or IRA. Any such direct transfer shall be subject to Section 401(a)(31) of the Code.

(c) Notwithstanding anything else in this Section 4.03, an Employee may make and the Trustee shall accept a rollover contribution to the Employee's Roth Savings portion of their Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Section 402A(e)(1) of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

4.04 Cash or Deferred Arrangement Limitation

(a) The Deferred Savings percentage by the eligible Highly Compensated Employees under the Plan for a Plan Year must meet one of the following tests using the current year testing method:

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Art IV, 4.04(a)(i)

(i) The actual Deferred Savings percentage of the eligible Highly Compensated Employees is not more than 1.25 times the actual Deferred Savings percentage of all other eligible Employees; or

(ii) The actual Deferred Savings percentage of the eligible Highly Compensated Employees is not more than two percentage points more than the actual Deferred Savings percentage for all other eligible Employees and is not more than 2.0 times (or, such lesser amount as the Secretary of the Treasury shall prescribe) the actual Deferred Savings percentage of all other eligible Employees.

(b) The actual Deferred Savings percentage for the eligible Highly Compensated Employees and all other eligible Employees for a Plan Year is the average of the ratios (calculated separately for each eligible Employee) of the:

(i) Amount of Deferred Savings actually paid over to the Plan trust not later than two and one-half months after the Plan Year on behalf of such eligible Employee for the Plan Year to:

(ii) The eligible Employee's Compensation for such Plan Year.

(c) The amount of Deferred Savings for a Highly Compensated Employee that exceeds the percentage limitations of subsection (a) of this Section 4.04 shall be:

(i) Recharacterized as Catch-Up Contributions as defined under Section 2.06 of this Plan, to the extent the participant is eligible for such additional Deferred Savings; or

(ii) Distributed to the Participant no later than two and one-half months following the end of the Plan Year. The amount of any such distribution shall be determined under a reasonable method selected by the Administrator under applicable tax regulations and

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will include any earnings attributable to the excess
Deferred Savings.

(d) Special Rules

(i) in the event that this Plan satisfies the requirements of Sections 401(k), 401(a)(4), or 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section 4.04 shall be applied by determining the actual Deferred Savings percentage of eligible Employees as if all such plans were a single plan.

(ii) The actual Deferred Savings percentage for any Participant who is a Highly Compensated Employee for the Plan Year, and who is eligible to participate in two or more arrangements described in Section 401(k) of the Code that are maintained by the Company shall be determined by treating all such plans as a single plan. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Section 401(k) of the Code.

(iii) Notwithstanding any other provision of the Plan, Excess Contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than the last day of the following Plan Year to Employees to whose accounts such Excess Contributions were allocated. Excess Contributions are allocated to the Highly Compensated Employees with the largest amounts of Deferred Savings taken into account for the year in which the excess arose, beginning with such Employee with the largest amount of such Savings and continuing in descending order until all the Excess

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Art IV, 4.04(d)(iii)

Contributions have been allocated. For purposes of the preceding sentence, the "largest amount" is determined after distribution of any Excess Contributions.

(iv) Contributions made pursuant to Section 4.01(a)(ii) that have been refunded pursuant to Section 7.03(a)(3) shall not be included as contributions for purposes of this Section 4.04.

**ARTICLE V
AFTER-TAX SAVINGS**

5.01 After-Tax Savings

(a) In lieu of all or part of the contributions an Employee may authorize in accordance with Section 4.01, an Employee may elect to contribute an ~~equivalent~~ amount to the Plan on an after-tax basis. Such contributions shall be allocated to the Employee's Account and shall be vested immediately.

The Employee may elect, by providing appropriate direction to the party designated by the Administrator, to change the amount of such contributions or to have such contributions suspended at any time.

(b) Any change in the rate of payroll deduction authorized by an Employee in accordance with subsection (a) of this Section 5.01 will become effective not later than the first day of the second pay period next following the date on which such authorization is received by the party designated by the Administrator.

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Art V, 5.01(c)

(c) The Company may limit the amount of contributions to the trust pursuant to subsection (a) of this Section 5.01 if necessary to comply with Sections 5.03 and 9.04 of the Plan.

5.02 Transfer of Assets to or Receipt of Assets from other Qualified Plans

The Administrator may direct the Trustee to accept all of an Employee's funds transferred from a similar qualified plan, and may direct the Trustee to transfer all of a Participant's funds to a similar qualified plan, provided such other qualified plan is:

~~(a)~~ a plan maintained by an employer which is a member of a controlled group of corporations of which the Employee's current employer is a member, and such plan ~~permits~~ provides for such transfers (e.g. a the automatic transfer from this Plan to the GM Retirement Savings Plan (RSP)) ~~(formerly known as the (S-SPP))~~, or

~~(2b)~~ is a plan maintained by Delphi Corporation or a successor sponsor of such plan. Accounts with outstanding loans may be transferred. Any funds so transferred shall be accompanied by instructions from the Trustee setting forth the Employee for whose benefit such assets are being transferred, and identifying the source of such accumulated funds. Funds transferred from other plans which otherwise would not be subject to federal income taxation will be designated as After-Tax Savings.

Notwithstanding the foregoing, the Plan may not receive a transfer from another qualified plan if such other plan provides, or at any time had provided, benefits through alternative forms of distribution, including annuities, which are not available under this Plan.

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5.03 After-Tax Contribution limitation

(a) The After-Tax Savings percentage by the eligible Highly Compensated Employees under the Plan for a Plan Year must meet one of the following tests using the current year testing method:

(i) The actual After-Tax Savings percentage of the eligible Highly Compensated Employees is not more than 1.25 times the actual After-Tax Savings percentage of all other eligible Employees; or

(ii) The actual After-Tax Savings percentage of the eligible Highly Compensated Employees is not more than two percentage points more than the actual After-Tax Savings percentage for all other eligible Employees and is not more than 2.0 times (or, such lesser amount as the Secretary of the Treasury shall prescribe) the actual After-Tax Savings percentage of all other eligible Employees.

(b) The actual After-Tax Savings percentage for the eligible Highly Compensated Employees and all other eligible Employees for a Plan Year is the average of the ratios (calculated separately for each eligible Employee) of the:

(i) Amount of After-Tax Savings actually paid over to the Plan trust on behalf of such eligible Employee for the Plan Year to:

(ii) The eligible Employee's Compensation for such Plan Year.

(c) The amount of After-Tax Savings for a Highly Compensated Employee that exceeds the percentage limitations of subsection (a) of this Section 5.03 shall

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be distributed to the Participant no later than two and one-half months following the end of the Plan Year. The amount of any such distribution shall be determined under a reasonable method selected by the Administrator under applicable tax regulations and will include any earnings attributable to the excess After-Tax Savings.

5.04 Special Rules

(a) In the event that this after-tax portion of the Plan satisfies the requirements of Sections 401(m), 401(a)(4), or 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this after-tax portion of the Plan, then Section 5.02 shall be applied by determining the actual After-Tax Savings percentage of eligible Employees as if all such plans were a single plan.

(b) The actual After-Tax Savings percentage for any Participant who is a Highly Compensated Employee for the Plan Year, and who is eligible to participate in two or more arrangements described in Section 401(m) of the Code that are maintained by the Company, shall be determined by treating all such plans as a single plan. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Section 401(m) of the Code.

(c) Notwithstanding any other provision of the Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than the last day of the following Plan Year to Employees to whose accounts such Excess Aggregate Contributions were allocated. Excess Aggregate Contributions are allocated to the

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Art V, 5.04(c)

Highly Compensated Employees with the largest amounts of After-Tax Savings taken into account for the year in which the excess arose, beginning with such Employee with the largest amount of such Savings and continuing in descending order until all the Excess Aggregate Contributions have been allocated. For purposes of the preceding sentence, the "largest amount" is determined after distribution of any Excess Aggregate Contributions.

ARTICLE VI ROTH SAVINGS

6.01 Roth Savings

(a) Effective July 1, 2006, in lieu of all or part of the contributions an Employee may authorize in accordance with Sections 4.01 and 5.01, an Employee may elect to contribute an equivalent amount to the Plan as after-tax Roth Savings in accordance with Section 402A of the Code. Such contributions shall be allocated to the Employee's Account and shall be vested immediately.

The Employee may elect, by providing appropriate direction to the party designated by the Administrator, to change the amount of such contributions or to have such contributions suspended at any time.

(b) In addition to the contributions described above, and as described in Section 414(v), an Employee who has attained age 50, or an Employee who will attain age 50 by the end of the year, may elect to make Catch-Up Contributions. Such contributions, when added to the Employee's Deferred Savings, may not be at a rate of less than 1% nor more than ~~40~~100% of

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Art VI, 6.01(b)

the Employee's Eligible Weekly Earnings after all legally required deductions. Catch-Up Contributions may only be permitted by an Employee once a limitation is imposed pursuant to Federal law.

(c) Any change in the rate of payroll deduction authorized by an Employee in accordance with subsections (a) or (b) of this Section 6.01 will become effective not later than the first day of the second pay period next following the date on which such authorization is received by the party designated by the Administrator.

(d) The Company may limit the amount of contributions to the trust pursuant to subsection (a) of this Section 6.01 if necessary to comply with Section 9.04 of the Plan.

6.02 In-Plan Direct Rollover to Roth Account

Notwithstanding any withdrawal or distribution provision of this Article, a Participant may elect, pursuant to the process determined by the Administrator, to make a Roth Direct Rollover. ~~Only one such election may be made within any Plan Year.~~

6.03 Distribution of Roth Assets

Following a Participant's termination of employment from the Company, or at any time after attaining age 59-1/2, the Participant may ~~separately~~ withdraw ~~Deferred Assets and~~ Roth Assets from their Account.

6.04 Transfer of Assets to or Receipt of Assets from Other Qualified Plans

The Administrator may direct the Trustee to accept all of an Employee's funds transferred from a similar qualified plan, and may direct the Trustee to transfer

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Art. VI, 6.04

all of a Participant's funds to a similar qualified plan, provided such other qualified plan is:

(a1) ~~a plan~~ maintained by an employer which is a member of a controlled group of corporations of which the Employee's current employer is a member, and such plan ~~permits~~ provides for such transfers (e.g. a the automatic transfer from the this Plan to the GM Retirement Savings Plan (RSP)) ~~(formerly known as the (S-SPP)) to this Plan and vice versa~~, or

(b2) ~~is~~ a plan maintained by Delphi Corporation or a successor sponsor of such plan. Accounts with outstanding loans may be transferred. Any funds so transferred shall be accompanied by instructions from the Trustee setting forth the Employee for whose benefit such assets are being transferred, and identifying the source of such accumulated funds. Funds transferred under this Section 6.04 from other plans will be designated as Roth Savings.

Notwithstanding the foregoing, the Plan may not receive a transfer from another qualified plan if such other plan provides, or at any time had provided, benefits through alternative forms of distribution, including annuities, which are not available under this Plan.

**ARTICLE VII
INVESTMENT OF
PARTICIPANT'S SAVINGS**

7.01 Investment options

(a) Amounts contributed to the trust fund on behalf of Participants pursuant to Sections 4.01 (a) and (c), 5.01 (a), and 6.01 (a) and (b) shall be invested in the following investment options, in increments of ~~10%~~ 1%, as may be elected by the Participant:

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Art VII, 7.01(a)(i)

- (i) the non-mutual funds; or
- (ii) the mutual funds.

If a Participant does not make an election as provided for above, amounts contributed to the trust fund under Section 4.01(a)(ii) shall be invested in ~~a target date fund~~ the Plan's ODIA until a Participant elects otherwise.

(b) A Participant's initial investment election shall remain in effect until changed by the Participant.

A Participant's investment election may be changed on any Business Day by providing appropriate direction to the party designated by the Administrator. Any change in the Participant's investment election shall be effective as of the Effective Date of Investment Option Election.

(c) Amounts contributed to the trust fund on behalf of a Participant as provided in subsection (c) of Section 4.01 and Sections 4.02, 5.02 and 6.02 shall be invested in the same investment option(s) as elected by the Participant pursuant to subsection (a) of this Section 7.01; provided, however, that if contributions are not being made to the trust fund on behalf of such Participant pursuant to subsections (a) of Sections 4.01, 5.01 and 6.01, the Participant will be required, prior to the contribution or transfer of amounts pursuant to subsection (c) of Section 4.01 and Sections 4.02, 5.02 and 6.02, to make an election regarding the investment of such amount.

(d) Subject to the excessive trading policy described in the GM Savings Plans Participant Guide and the right of managers and/or trustees of the investment options in the Plan to modify or withdraw a Participant's ability to exchange into or out of their investment options, a Participant may, by giving

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appropriate direction to the party designated by the Administrator, transfer assets being held in such Participant's Account from one investment option to another investment option, as follows:

(i) A transfer of assets may include all or any part of such assets in an investment option, except that the mutual funds have a minimum transfer amount of \$250. If the value of the mutual fund is less than the minimum, all such assets in the Fund must be transferred.

(ii) A Participant may elect a transfer of assets on any Business Day.

(iii) Any election to transfer assets shall be irrevocable, normally as of 4:00 p.m. Eastern Time, on the Business Day such election is received by the party designated by the Administrator.

(iv) Any appropriate election to transfer assets shall be processed as of the Effective Date of Transfer of Assets.

(v) With respect to the non-mutual fund options offered under the Plan, the applicable investment option manager or Trustee reserves the right to modify or suspend purchases, redemptions or transfers at any time in response to market conditions, which might, in turn, delay a Participant's exchanges to or from other investment options.

(vi) The mutual fund providers reserve the right to modify or suspend exchanges among the mutual funds as described in their prospectuses. The mutual fund providers also reserve the right, under circumstances described in their prospectuses, to suspend or delay purchases and/or redemptions from their mutual funds which might, in turn, delay a Participant's exchanges to or from other investment options.

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(vii) Certain investment options in the Plan may impose a redemption fee on Participant exchanges if the Participant held that investment for less than a stated period. If applicable, these fees are disclosed in the individual mutual fund prospectuses, or for the other investment options in the GM Savings Plans Participant Guide.

7.02 Vesting

Except as provided for Company Contributions and Retirement Contributions and their related earnings, (if any), under Sections 4.01 (a) (vi) and (vii), each Participant shall be fully vested in the assets credited to the Participant's Account, and no portion of such Account shall be subject to forfeiture.

7.03 Withdrawals

(a) A Participant may, by providing appropriate direction to the party designated by the Administrator, withdraw assets in such Participant's Account subject to the following provisions:

(1) Prior to receiving a withdrawal of Deferred Assets and Roth Assets due to a Financial Hardship, a Participant under the age of 59-1/2 must receive a distribution of ~~withdraw~~ all available After-Tax Assets, and a Qualified Reservist Distribution (if available), including any earnings thereon.

(2) Deferred Assets and Roth Assets may be withdrawn from the Participant's Account, subject to the provisions outlined in subsection (a) of this Section 7.03, at any time after attaining age 59-1/2, or prior to age 59-1/2 because of severance from employment, retirement, death, Total and Permanent

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Art VII, 7.0_43(~~da~~)(vii)(2)

Disability, Financial Hardship, Qualified Reservist Distribution, or termination of the Plan. Prior to receiving a withdrawal for Financial Hardship, a Participant previously must have taken all available (1)

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Art VII, 7.03(a)(2)

asset distributions, (2) withdrawals, and (3) loans under all applicable plans maintained by the Company. The amount that may be withdrawn for a Financial Hardship shall be limited to the lesser of:

(i) the total amount of Deferred Savings and Roth Savings in the Participant's Account as of the Effective Date of Withdrawal; or

(ii) the amount required to meet the Financial Hardship, including any amounts necessary to pay reasonably anticipated income taxes and penalties resulting from the early withdrawal.

(3) In the event that a contribution is made on behalf of a Participant pursuant to Section 4.01(a)(ii), within 90 days following the first such contribution, the Participant may request a withdrawal of the assets attributable to the contributions (subject to earnings (or losses)) made to the Participant's Account. The permissive withdrawal shall be paid as soon as practical following receipt of the request for return of the assets in the Participant's Account.

(4) Company Contributions and Retirement Contributions made on behalf of an Eligible Employee pursuant to Sections 4.01 (a)(vi) and (vii), and related earnings, if any, that are vested shall be available to be withdrawn at upon the earlier of the attainment of before Normal Retirement Age or termination of employment. ~~only after the Eligible Employee terminates employment.~~

(b) A Participant who has an outstanding loan(s) in accordance with Section 7.06 shall be permitted to make a withdrawal in accordance with subsection (a) of this Section 7.03.

(c) A Participant who withdraws any Deferred Savings and Roth Savings for Financial Hardship in accordance with subsection (a) of this

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Art VII, 7.03(4)(b)

Section 7.03 will be suspended from accumulating further savings under this Plan, and all applicable plans maintained by the Company, for a period of 6 months immediately following such withdrawal.

(d) Any election to withdraw assets shall be irrevocable, normally as of 4:00 p.m. Eastern Time, on the Business Day such election is received by the party designated by the Administrator.

(e) The Date of Valuation on any appropriate election to withdraw assets, pursuant to this Section 7.03, shall be the Effective Date of Withdrawal.

7.04 Distribution of Assets

(a) Settlement Upon Termination of Employment

(i) If a Participant terminates employment, such participant may elect, by providing appropriate direction to the party designated by the Administrator, to (1) receive installment payments, (2) receive partial withdrawals, (3) receive a total settlement, or (4) defer continuously the distribution of assets in such Participant's Account, unless such account is subject to distribution under (iii) below of this Section~~provided such account assets exceed \$1,000.~~ If such Participant fails to make a qualified election, the Participant's Assets shall remain in the Participant's Account until the earlier of:

- (1) the Participant's request for a settlement; or
- (2) the Participant's attainment of age 70-1/2.

(ii) The Date of Valuation for any such installment payment, partial withdrawal, or total

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Art VII, 7.04(a)(ii)

settlement shall be the Effective Date of Withdrawal.

(iii) Notwithstanding the provisions of this Section 7.04(a), a terminated Participant with an Account balance that is not greater than \$1,000 (including rollover contributions) at the date of termination shall receive a distribution of the entire amount of such Account not later than 60 days following the month in which the termination of employment occurred. If the net nonforfeitable value of the Participant's Account balance exceeds \$1,000 (including rollover contributions) but is less than or equal to \$5,000 (excluding rollover contributions) as of the most recent Date of Valuation coinciding with or immediately following the Participant's termination, and the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover in accordance with this section 7.04(a) or to receive the distribution directly, then the Plan Administrator shall pay such distribution in a Direct Rollover to an individual retirement plan designated by the Plan Administrator. Any such Direct Rollover to an individual retirement plan designated by the Plan Administrator shall be made in accordance with procedures established by the Plan Administrator as soon as practicable after the Date of Valuation coinciding with or immediately following the Participant's date of termination.

(iv) With regard to installment payments, a Participant may elect to receive such payments each calendar month, calendar quarter, semi-annual, or on an annual basis.

(v) Installment payments must be in whole dollar amounts with \$100 established as the monthly minimum amount. A Participant may change or discontinue installment payments at any time by providing appropriate direction to the party designated by the Administrator.

(vi) If a terminated Participant does not make an election under this Section 7.04 prior to attaining age 70-1/2, distribution of assets in the Participant's Account will begin not later than April 1 of the calendar year following the calendar year in which the

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Art VII, 7.04(a)(vii)

Participant attains age 70-1/2 and shall be made annually thereafter in accordance with Section 401(a)(9) of the Code and the regulations thereunder, including the minimum distribution incidental death benefit requirement of Section 401(a)(9)(G).

(vii) Following a participant's termination of Employment from the Company, the Participant may separately withdraw Deferred Assets and Roth Assets from their Account.

Art VII, 7.04(b)

(b) Notwithstanding Section 7.04(a) above, except for distributions not greater than \$45,000, distribution of all assets in the Account of a Participant who has been discharged shall be deferred, unless the Participant otherwise irrevocably elects to receive a distribution, pending the final resolution of any grievance over such Participant's discharge pursuant to the Collective Bargaining Agreement.

(c) Attainment of Age 70-1/2

(i) If a Participant attains age 70-1/2 and such Participant has not terminated employment, a distribution of the Participant's assets will be made upon termination of employment pursuant to Section 7.04(a).

(ii) All distributions required under this subsection shall be determined and made in accordance with Section 401(a)(9) of the Code and the regulations thereunder, including the minimum distribution incidental death benefit requirement of Section 401(a)(9)(G).

(d) Undeliverable Assets

(i) In the event a distribution to a Participant or the Participant's beneficiary cannot be made pursuant to subsections (a) and (b) of this Section 7.04 and Section 9.02 because the identity or location of such Participant or beneficiary cannot be determined after reasonable efforts, and if the Participant's settlement remains undistributed for a period of one year from the Date of Valuation, the Administrator may direct that the distribution of assets, and any earnings on such assets, be returned to the trust fund and liquidated.

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Art VII, 7.04(d)(ii)

(ii) In the event a Participant's beneficiary fails to provide information satisfactory to the Administrator to substantiate the death of a Participant, and if the participant's account remains undistributed for a period of five years (one year in the case of a participant's account valued at \$15,000 or less) from the date of alleged death, with such date of death determined in the sole discretion of the Administrator, the Administrator may direct that the Participant's account be liquidated.

(iii) All liability for payment of any assets liquidated pursuant to (ai) or (bii) above shall be terminated: provided, however, in the event the identity or location of the participant or beneficiary is determined subsequently, or the beneficiary provides information satisfactory to the Administrator, the value of the assets at the Date of Valuation under (ai) above, or the value of the account balance liquidated under (bii) above, shall be paid from the trust and distributed to such person pursuant to the Participant or beneficiary's direction. No interest will be paid on such assets after such Date of Valuation or date of liquidation.

(iv) In the event a distribution to a Participant's account is not made, and the Account is liquidated pursuant to paragraphs (ai) or (bii) above, the amounts liquidated shall be applied (1) to reduce reasonable expenses of administering the Plan ~~applied to reduce Company Contributions made pursuant to Section 4.01 or~~ (2) applied to reduce Company Contributions and Retirement Contributions made pursuant to Section 4.01 ~~to reduce reasonable expenses of administering the Plan.~~

(e) Company Contributions and Retirement Contributions Not Vested

Assets representing Company Contributions and Retirement Contributions made pursuant to Sections 4.01 (a)(vi)

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Art VII, 7.04(e)

and (vii) and related earnings, if any, which are not vested prior to an Eligible Employee's termination of employment shall be forfeited on the earlier of:

- (i) six months from date of termination of the Eligible Employee's employment; or
- (ii) at the time of full distribution of all Employee Deferred Savings, After-Tax Savings and Roth Savings.

~~on or before the last Business Day of the Plan Year in which the Eligible Employee terminates employment.~~ Such forfeited contributions shall be and (1) applied to restore forfeited contributions required under the rehire provisions below and, thereafter, (2) allocate all or a portion of the remaining amounts, (determined by the Administrator), allocated to active Eligible Employee Accounts reduce the reasonable expenses of the Plan and employer contributions to the Plan in accordance with Section 7.04(d)(iv). All liability for payment thereof to the terminated Eligible Employee shall thereupon terminate; provided, however, in the event the Eligible Employee is rehired within 60 months following the month in which the Eligible Employee's termination of employment with the Company occurs, the Plan Administrator will automatically restore the forfeited Company Contributions and Retirement Contributions, and related earnings, if any, through the date of termination, to the Eligible Employee's Account on or before the last Business Day of the Plan Year in which the Eligible Employee is rehired.

7.05 Form of Distribution

In the event of the death of a Participant and upon receipt of all information necessary to determine the beneficiary or beneficiaries, a settlement of all assets in the deceased Participant's account shall be made to the beneficiary or beneficiaries designated pursuant to Section 9.02. For purposes of making a settlement distribution to the beneficiary or beneficiaries, the Date of Valuation and the Effective Date of Withdrawal means the date on which the Administrator, or its delegate, determines the appropriate beneficiary or beneficiaries and is in receipt of all necessary information and directions to process the settlement.

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Art VII, 7.05

Notwithstanding the provision of the immediately preceding paragraph, (a) if a Participant's beneficiary is the Participant's surviving spouse, if the Participant has elected a distribution schedule under Section 7.04 (a) which had commenced by the Participant's date of death, the Participant's account shall continue to be paid to the surviving spouse pursuant to such schedule or, at the spouse's election at any time, in a lump sum, and (b) if distribution of the Participant's account has not commenced as of the Participant's date of death, the surviving spouse shall, for purposes of the distribution requirements and options under the Plan, be deemed a participant; except that the surviving spouse shall be deemed to attain age 70-1/2 on the date the Participant would have attained such age.

In no event shall the surviving spouse be able to make contributions to the deceased Participant's Account.

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Additionally, a non-spousal beneficiary may elect a direct rollover to an individual retirement account pursuant to Section 402(c)(11) of the Code.

7.06 Loans

(a) Subject to such rules as the Administrator may prescribe, a Participant, a former Employee, and a surviving spouse, may borrow from vested assets in such Participant's Account one time each calendar year, for any reason, an amount (when added to the outstanding balance of all other Plan loans) not more than the lesser of:

- (1) \$50,000 less the highest aggregate outstanding loan balance over the 12-month period preceding the Participant's application for loan; or
- (2) one-half of the Current Market Value of

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all assets in the Participant's Account.

The maximum amount available for a loan, to an active Participant, will be reduced by an amount equal to the outstanding principal and interest of any loan that has been defaulted.

For purposes of the above limitation, all loans from all plans maintained by the Company [or its subsidiaries in accordance with Section 414(b), (c), or (m) of the Code] shall be aggregated.

(b) Loans shall be granted in whole dollar amounts with one thousand dollars (\$1,000) established as the minimum amount of any loan.

(c) Loans shall be granted for a minimum period of 12 months, with additional increments of 12 months as the Participant may elect, to a maximum of five years (ten years in the event the loan is for the purchase or construction of the Participant's principal residence), provided a Participant may not elect a term which will result in repayments of less than \$10 per pay period.

(d) Loans shall bear a rate of interest equal to the Prime Rate prevailing as of the last Business Day of the calendar quarter immediately preceding the date the Participant gives appropriate direction for a loan to the party designated by the Administrator.

The interest rate shall remain the same throughout the term of the loan.

To comply with the Soldiers and Sailors Civil Relief Act of 1940 as amended, to the extent required bylaw, during the period beginning after the Named Fiduciary, or its delegate, learns that a Participant is actively in the U.S. military service and ending after the Named Fiduciary, or its delegate, learns that the

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Art VII, 7.06(d)

Participant no longer is actively in the U.S. military service, the loan's interest rate may not exceed 6%.

(e) For purposes of this Section 7.06, the Current Market Value of a Participant's assets shall be determined on the Effective Date of Loan.

(f) Each loan shall be evidenced by a written, or online acknowledged, Participant Loan Agreement that specifies:

- (1) the amount of the loan;
- (2) the term of the loan; and
- (3) the repayment schedule, showing payments to be made in a level amount which will fully amortize the loan over its duration.

By endorsing and either cashing or depositing the check representing the loan, a Participant shall acknowledge receipt of the Participant Loan Agreement and agree to the terms and conditions contained therein.

(g) Cash equal to the value of any loan granted shall be obtained by liquidating assets in the Participant's Account from investment options in which the Participant has assets, as the Participant may elect.

(h) Repayment of a loan shall be through weekly payroll deductions, (including deductions for participants on layoff or disability leave of absence) except that if the Participant is not eligible for payroll payments ~~an active Employee~~, such repayments shall be made through monthly installment payments. Payments of principal and interest shall be applied to reduce the outstanding balance of a loan. Loan repayment amounts shall be allocated to the Participant's Account in the same investment option(s) as elected by the Participant pursuant to subsection (a) of Section 7.01.

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Art VII, 7.06(h)

If a Participant has no contribution election on file, or their last election on file is for a fund that no longer accepts new contributions, any loan repayments will be invested in a target-date fund until the Participant makes an election. A surviving spouse who has assets in the Plan is ineligible to make this election and therefore such loan repayments for a surviving spouse will be invested in ~~a target-date fund~~ the Plan's QDIA. A Participant shall be entitled to prepay the total outstanding loan balance or make partial prepayment at any time without penalty.

(i) A Participant not eligible for payroll payments with an outstanding loan who is placed on layoff or on a bonafide leave of absence shall be entitled to:

(1) make installment payments equivalent in value to the payments deducted previously from the Participant's paycheck; or

(2) suspend loan payments for a period of up to 12 months while on such bonafide leave of absence or layoff, provided such period does not extend beyond the maximum loan term,

(j) No earnings shall accrue to the Participant's Account with respect to the outstanding balance of any loan.

(k) In the event an active Participant fails to make a required loan payment and such failure continues beyond the last day of the calendar quarter following the calendar quarter in which the required payment was due, then the Participant's loan will be defaulted and such Participant shall be irrevocably deemed to have received a distribution of assets in an amount equal to the remaining outstanding principal amount of and accrued interest on the loan, calculated to the date of such deemed distribution. An active Participant will

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Art VII, 7.06(k)

not be relieved of the liability to repay a loan that is classified as a deemed distribution. An active Participant may repay a loan that was classified as a deemed distribution by notifying the Administrator, or its delegate, to reinstate weekly payroll deduction or direct pay by loan coupons.

(l) In the event a former Employee, surviving spouse, or a terminated Participant (including termination due to death or retirement) fails to make a required loan payment and such failure continues beyond the last day of the calendar quarter following the calendar quarter in which the required payment was due, then the former Employee, surviving spouse, or terminated Participant shall be irrevocably deemed to have received a distribution of assets in an amount equal to the remaining outstanding principal amount of and accrued interest on the loan, calculated to the date of such deemed distribution. A former Employee, surviving spouse, or terminated Participant will be relieved of the liability to repay a loan once such loan is classified as a deemed distribution.

(m) A Participant (or beneficiary) who, prior to such Participant's repayment of the total principal amount of and accrued interest on a loan, requests or receives a settlement of assets, shall be deemed to have elected a withdrawal, pursuant to Section 7.03, equal to the principal amount of and accrued interest on the loan as of the Effective Date of Withdrawal.

(n) Any appropriate direction given to borrow assets shall be irrevocable, normally as of 4:00 p.m. Eastern Time, on the Business Day such election is received by the party designated by the Administrator.

(o) A Participant may have no more than five loans outstanding at any one time.

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Art VII, 7.06(p)

(p) Company Contributions and Retirement Contributions and Related earnings, if any, made on behalf of an Eligible Employee pursuant to Sections 4.01 (a) (vi) and (vii), shall not be available for Eligible Employee loans under this Section 7.06 until they are vested and the Eligible Employee terminates employment.

ARTICLE VIII TRUSTFUND

8.01 Contributions to the Trustee

(a) All Deferred, After-Tax and Roth Savings under this Plan will be paid to the Trustee who shall invest all such amounts and earnings thereon.

(b) Once the Deferred, After-Tax and Roth Savings are contributed to the Trustee by the Company, the Company shall be relieved of any further liability except as otherwise may be provided by The Employee Retirement Income Security Act of 1974.

8.02 Investment options

The Trustee is to invest in the following:

(a) Mutual Funds

The Participants' contributions invested in the mutual funds shall be invested by the mutual fund company appointed by the settlor, or its delegate, pursuant to the applicable mutual fund prospectus which specifies the terms and conditions of such funds.

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(b) Non-Mutual Funds

The Participants' contributions invested in the non-mutual funds shall be invested by an investment manager, or managers or trustees appointed by GMIMCo, or its delegate, under an agreement which specifies terms and conditions of such funds.

**ARTICLE IX
OTHER PROVISIONS**

9.01 Non-Assignability

Except as otherwise may be provided by Section 7.06, no right or interest of any Participant under this Plan or in the Participant's Account shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge, bankruptcy, or in any other manner, except (1) in accord with provisions of a qualified domestic relations order as defined in IRC Section 414(p), (2) a Participant's voluntary assignment of an amount not in excess of 10% of a distribution from the Plan, and (3) further excluding devolution by death or mental incompetency as determined by a court of competent jurisdiction; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be liable for, or subject to, any obligation or liability of such Participant.

9.02 Designation of Beneficiaries in Event of Death

(a) A Participant may file with the party designated by the Administrator a written or electronic designation of a beneficiary or beneficiaries with

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Art IX, 9.02(a)

respect to all or part of the assets in the Account of the Participant.

For a married Participant who dies, the entire balance of the Account shall be paid to the surviving spouse unless the written or electronic designation of beneficiary designating a person(s) other than the spouse with respect to part or all of the assets in the Account of the Participant includes the written consent of the spouse, witnessed by the Plan representative or a notary public. The written or electronic designation of beneficiary filed with the party designated by the Administrator may be changed or revoked at any time by the action of the Participant and, if necessary, the spouse. No designation or change of beneficiary will be effective until it is determined to be in order by the party designated by the Administrator, but when so determined it will be effective retroactively to the date of the instrument making the designation or change.

(b) In the event an unmarried Participant does not file a written or electronic designation of beneficiaries, such a Participant shall be deemed to have designated as beneficiary or beneficiaries under this Plan the person or persons who receive the Participant's life insurance proceeds under the Company's Life and Disability Benefits Program for Hourly Employees, unless such Participant shall have assigned such life insurance, in which case the assets in the account shall be paid to the assignee.

(c) A beneficiary or beneficiaries will receive, subject to the provisions of Section 7.05, in the event of the Participant's death, the assets in the Participant's Account in accordance with the applicable designation unless the beneficiary has filed a written disclaimer with the Plan Administrator and such disclaimer directs how the disclaimed interest is to be distributed and disclaims 100% of the beneficiary's interest. If the

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Company shall be in doubt as to the right of any beneficiary to receive any such assets, the Company may deliver such assets to the estate of the Participant, in which case the Company shall not have any further liability to anyone.

9.03 Merger or Consolidation

In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan or program that may be permitted under the terms of the collective bargaining agreement for hourly-represented employees; each Participant in the Plan would, if the Plan then terminated, receive the assets in each such Participant's Account immediately after the merger, consolidation, or transfer which are at least equal in value to the assets each such Participant would have been entitled to receive immediately before the merger, consolidation, or transfer, if the Plan had then terminated.

**9.04 Limitations on Contributions and
Benefits**

(a) General Provisions

For purposes of this Section:

- (i) The term "Limitation Year" shall mean the Plan Year.
- (ii) All defined benefit plans or programs of the Company will be treated as one defined benefit plan or program, and all defined contribution plans or programs will be treated as one defined contribution plan or program.
- (iii) No contribution to this Plan may exceed the limits provided under Section 404 of the Code for current deductibility for income tax purposes.
- (iv) Contributions made to the trust by the

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Art IX, 9.04(a)(iv)

Company pursuant to subsection (a) and (c) of Section 4.01 shall be allocated to a Participant's Account within the current Limitation Year.

(v) For purposes of this Section, the term "Compensation" shall mean compensation as defined under Section 2.10 of the Plan. Further, solely for purposes of this Section, the term shall include payments made by the later of 2 1/2 months after severance from employment, or in the limitation year that includes the date of severance from employment, if, absent a severance from employment, such payments would have been paid to the Employee while the Employee continued in employment with the Company, and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or similar compensation.

(vi) The term "Annual Additions" shall mean the sum, for any Limitation Year, of Employee contributions, Company contributions, and forfeitures allocated to an Employee's account under all defined contribution plans.

(b) In no event shall contributions or benefits under this Plan exceed the limits of Section 415 of the Code and the regulations thereunder.

(c) For any Employee who participates under this Plan and any defined contribution plan or defined benefit plan of the Company the sum of such Employee's Annual Additions shall not exceed the lesser of ~~\$49,000~~ \$53,000 in ~~2011-2015~~ (or such other amount prescribed by the Secretary of the Treasury applicable

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Art IX, 9.04(c)

to the Limitation Year) or 100% of such Employee's Compensation for any Limitation Year. For an Employee that is eligible to make Catch-up Contributions, amounts contributed in excess of this limitation shall be automatically characterized as Catch-up Contributions, subject to the limit on such contributions.

(d) Any amount of an Employee's Annual Additions that cannot be contributed as a result of the application of Section 9.04(c) shall be returned to the Employee not later than April 15 following the close of the limitation year. For such amounts which cannot be contributed in limitation years before 2008, correction shall be made under applicable Internal Revenue Service compliance programs.

9.05 Deferred Savings and Roth Savings Limitation

A Participant's annual Deferred Savings and Roth Savings under this Plan and all similar contributions to other plans maintained by the Company may not exceed the amount permitted under Federal law (as adjusted by the Secretary of the Treasury). The ~~2014~~ 2015 annual limits on Deferred Savings and Roth Savings are shown in the chart below. These amounts are adjusted periodically under Federal regulations:

Annual Deferred Savings Limits			
Year	Under Age 50	Catch-Up* Contributions	Age 50 or over (Includes "Catch-up")
2014 <u>2015</u>	\$16,500 <u>\$18,000</u>	\$5,500 <u>\$6,000</u>	\$22,000 <u>\$24,000</u>
* Catch-Up contributions may be made by eligible Participants turning age 50 or over during the Plan Year.			

In the event a Participant identifies, in writing, before March 2 following the end of the Plan Year an amount of Deferred Savings and Roth Savings as exceeding this limitation, as applied to this Plan and all other plans in which such Employee participated, such amounts will be refunded to the Participant no later

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than April 15 following the receipt of such written notice from the Participant. In the event the Participant does not identify an amount exceeding this limitation and notify the Administrator, and the Administrator identifies an amount in excess of the limitation, the Participant will be deemed to have notified the Administrator, and an amount of Deferred Savings (including earnings, if any) will be refunded first to the Participant, followed by Roth Savings. In all cases, such amounts shall be distributed no later than April 15 following the close of the Plan Year.

In addition to the provisions outlined above, contributions made pursuant to Section 4.01(a)(ii) that have been refunded pursuant to Article VII, Section 7.03(a)(3), shall not be included as contributions for purposes of this Section 9.05.

9.06 Provisions to Comply With Section 416 of the Code

(a) In any Plan Year in which the Plan is considered a "Top-Heavy Plan", as defined in Section 416 of the Code, the requirements of Section 416 of the Code, and the regulations thereunder, are applicable and must be satisfied.

(b) The definition of a "Top-Heavy Plan" set forth in Section 416(g) of the Code and the additional definitions set forth in Section 416(i) of the Code are herein incorporated by reference.

(c) If the Plan is determined to be a "Top-Heavy Plan" for a Plan Year, the Company shall make contributions equal to three percent of Compensation on behalf of each Participant who is not a "key employee" under Section 416 of the Code.

for 10-26-15

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9.07 Investment Decisions

Any Participant or beneficiary, who makes an investment election permitted under the Plan or otherwise exercises control permitted under the Plan over the assets in the account, shall be deemed the named fiduciary under ERISA responsible for such decisions to the extent that such designation is permissible under applicable law and that the investment election or other exercise of control is not protected by Section 404(c) of ERISA, as amended.

9.08 Special Provisions Regarding Veterans

(a) In the event an Employee is rehired following qualified military service, as defined in the Uniformed Services Employment and Re-Employment Rights Act, that was effective on or after December 15, 1994, such Employee will be entitled to have the Company make contributions to the Plan from such Employee's current earnings that shall be attributable to the period of time contributions were not otherwise allowable due to military service. Such contributions shall be in addition to contributions otherwise permitted under Sections 4.01, 5.01 and 6.01, and shall be made as permitted under this Section and Section 414(u) of the Code.

(b) Additional contributions permitted under this Section shall be based on the amount of Eligible Weekly Earnings and Profit Sharing Amount that the Employee would have received from the Company but for the military service, and such contributions shall be subject to the Plan's terms and conditions in effect during the applicable period of military service. Such contributions shall be made during the period that begins upon re-employment and extends for the lesser of five years or the Employee's period of military service multiplied by three.

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Art IX, 9.08(c)

(c) Additional contributions made under this Section shall not be taken into account in the current year for purposes of calculating and applying any limitation or requirement identified in Section 414(u)(1) of the Code. However, in no event may such contributions, when added to actual contributions previously made, exceed the amount of Contributions allowable under the applicable limits in effect during the year of military service if the Employee had continued to be employed by the Company.

(d) An Employee covered by this Section who has an outstanding loan(s) during the period of qualified military service covered by this Section, shall be entitled to suspend loan payments during such period, and the time for repayment of such loan(s) shall be extended to coincide with the suspension for a period of time equal to the period of qualified military service.

9.09 Prohibition on Reversion

The Plan shall be maintained and administered for the exclusive purpose of providing benefits to Participants and beneficiaries and defraying reasonable expenses. Except as provided herein, Plan funds may not revert to the Company. All contributions to the Plan are conditioned on their deductibility under Section 404 of the Code at the time made. All or any part of a contribution for which a deduction is not allowed may be returned to the Company within one year of the date of disallowance. Further, in the event contributions are made due to a mistake or an administration error, such contributions may be returned to the Company within one year of the date of discovery of such mistake or error.

9.10 Determination of Disability

A Participant may make a written request to the Plan Administrator to be considered disabled under this Plan. The Plan Administrator shall determine whether a Participant is disabled solely for purposes of distribution under this Plan based on the following:

- a) designation of a Total and Permanent Disability Retirement under the General Motors Hourly-Rate Employees Pension Plan; or

for 10-26-15

SS 10/26/15

Art IX, 9.08(e)10(b)

b) Designation of disability by the U.S. Social Security Administration. The Participant shall be required to provide a valid award letter from the U.S. Social Security Administration as evidence of such disability.

This designation will be applicable solely for distributions for disabled Participants under this Plan.

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ARTICLE X
VESTING SERVICE FOR COMPANY
CONTRIBUTIONS
AND RETIREMENT CONTRIBUTIONS

10.01 Vesting

For purposes of vesting, an Eligible Employee's credited service shall be measured by the elapsed time provisions set forth herein. Elapsed time shall mean that an Eligible Employee will receive credit for the aggregate of all Periods of Service beginning on the Eligible Employee's Employment Commencement Date or Reemployment Commencement Date and ending on the Eligible Employee's Severance from Service Date. In addition, if an Eligible Employee separates from service by reason of a quit, discharge, or retirement, and such Eligible Employee subsequently is rehired by the Company as an Eligible Employee and performs an hour of service within 12 months of such separation date, such Period of Severance shall be added to the Eligible Employee's Period of Service. For this paragraph, the terms herein shall have the following meaning:

(a) Employment Commencement Date shall mean the date on which the Eligible Employee first performs an hour of service within the meaning of 29 CFR2530.200b-2(a)(1) for the Company.

(b) Period of Service shall mean a period of time beginning on the Eligible Employee's Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on the Severance from Service Date.

(c) Period of Severance shall mean a continuous period of time during which the Eligible Employee is not employed by the Company. Such period begins on

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the Eligible Employee's Severance from Service Date and ends on the Reemployment Commencement Date.

(d) Reemployment Commencement Date shall mean the first date, following a Period of Severance, on which the Eligible Employee performs an hour of service within the meaning of 29CFR2530-200b-(2)(a)(1) for the Company.

(e) Severance from Service Date shall mean the occurrence of the earlier of (A) the date on which an Eligible Employee quits, retires, is discharged or dies; or (B) the first anniversary of the first date of a period in which an Eligible Employee remains absent from service from the Company for any reason other than quit, retirement, discharge or death, such as vacation, holiday, sickness, disability, leave of absence or layoff.

10.02 Period of Service

(a) In calculating an Employee's Period of Service the Company shall disregard the Employee's years of service if, the following Employee incurred five (5) or more consecutive One-Year Breaks-in-Service before becoming vested in Company Contributions and/or Retirement Contributions.:

~~(i) Periods of Service before a One-Year Break-in-Service, until such Employee completes one year of service after such One-Year Break-in-Service; and~~

~~(ii) In the case of an Employee who incurred 5 or more consecutive One-Year Breaks-in-Service before becoming vested in Company and Retirement Contributions, years of service before such One-Year Breaks-in-Service.~~

(b) "One-Year Break-in-Service" means a one-year period, commencing on an Employee's Severance from Service Date, during which such Employee does not perform duties for the Company. Solely for purposes of determining whether a One-Year Break-

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in-Service has occurred, absences shall be disregarded if the Employee otherwise would normally have been credited with service but for the Employee's absence on a maternity or paternity leave. No more than one year of absence on a single maternity or paternity leave shall be so disregarded. A maternity or paternity leave is an absence from work:

- (i) by reason of pregnancy of the Employee;
- (ii) by reason of the birth of a child of the Employee;
- (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee; or
- (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement.

Any Employee requesting such credited service shall provide the Administrator sufficient information to show that the absence from work is a maternity or paternity leave.

10.03 Service Included Under This Article

All service under this Article X shall include service (i) with Company affiliated group members, (ii) rendered to the Company as a former Leased Employee (but only upon Employee application with substantiation of such service satisfactory to the Company), and (iii) rendered to the Company as a hourly employee, in accordance with IRC Section 414 (b), (c), (m), (n), and (o).

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10.04 Duplication of Service

There shall be no duplication of any service under this Article X.


**ARTICLE XI
PERSONAL RETIREMENT ACCOUNT**

11.01 Establishment of Plan

Consistent with the Memorandum of Understanding (MOU) between GM/Saturn and the UAW dated December 12, 2003, a portion of the assets and liabilities of the Saturn Individual Retirement Plan for Represented Members (the Saturn IRP) were merged into this Plan, and as a consequence, the account balances of the affected participants in the Saturn IRP were transferred to this Plan. The Saturn IRP, formerly sponsored by Saturn Corporation (Saturn), was a collectively bargained, defined contribution plan that maintained individual accounts for plan participants. All contributions to the Saturn IRP were made by Saturn. The individual account balances transferred pursuant to the MOU shall be separately maintained under this Plan and shall be subject to the retirement provisions of this Article XI, and the retirement terms of the August 2004 Saturn IRP (as may be amended from time-to-time), which is hereby incorporated by reference.

11.02 Distribution Options

Retirement benefits payable to Participants under this Article shall be the same as that provided under the Saturn IRP. Retirement benefits under the Saturn IRP, are based on the value of the vested assets in a Participant's account upon separation from service,

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and shall be payable to Participants in the form of a lump sum or an annuity, including single life annuities, joint and survivor annuities, contingent annuitant annuities and pre-retirement survivor annuities. Further, former Saturn IRP participants have additional benefit elections, including the right to make a direct rollover and the right to defer benefit commencement.

11.03 Investment Options

Account balances maintained under this Article shall be invested pursuant to Participant investment elections made under Section 7.01.

ARTICLE XII ADMINISTRATION

12.01 Administrative Responsibility

The Named Fiduciary with respect to the general administration of the Plan, except for the purpose of investment of Plan assets, shall be the GM Employee Benefit Plans Committee, the members of which shall be appointed by the Company's Vice President of Global Human Resources. The GM Employee Benefit Plans Committee is the Plan Administrator. General Motors Investment Management Corporation (GMIMCo) is the Named Fiduciary of this Plan for purposes of investment of Plan assets. GMIMCo may delegate authority to carry out such of its responsibilities as it deems proper to the extent permitted by The Employee Retirement Income Security Act of 1974.

The GM Employee Benefit Plans Committee, or its delegate, shall have responsibility for the day-to-day operation, management, and administration of the

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Art XII, 12.01

Plan, including, subject to Section 12.06, full power and authority to construe, interpret, and administer this Plan and to pass upon and decide cases presenting unusual circumstances in conformity with the objectives of the Plan.

Decisions of the Board of Administration~~GM Employee Benefit Plans Committee, or its delegate~~, shall be final and binding upon the Company and its employees.

12.02 Records

The Administrator shall provide for the maintenance of suitable records to reflect the separate Account balance of each Participant's contributions and any earnings thereon.

The Administrator shall make, or cause to be made, valuations of the trust fund or market value at least annually.

12.03 Administrative Expenses

Administrative expenses of the Plan shall be paid from assets liquidated pursuant to subsection (d) of Section 7.04. To the extent such expenses are not thereby paid in full, such expenses will be paid by the Company. With regard to the fees for the non-mutual funds and the mutual funds (excluding the Fund currently known as the SSgGA Large Cap Index Fund), such fees for investment, Trustee, and management shall be paid by the Funds.

12.04 Participant Statements

Each Participant will be furnished a statement no less than four times per year showing the Current Market Value of the assets, including earnings, credited to the Participant's Account.

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12.05 Incapacity

If the Administrator deems any person incapable of receiving any distribution to which such person is entitled under this Plan because such person has not yet reached the age of majority, or because of illness, infirmity, mental incompetency, or other incapacity, it may make payment, for the benefit of or the on account behalf of such incapacitated person, to any person selected by the Administrator, whose receipt thereof shall be a complete settlement thereof. Such payments shall, to the extent thereof, discharge all liability of the Company and each other fiduciary with respect to this Plan.

**12.06 Notice of Claim Denial and Appeal
Procedure**

The Plan Administrator will provide adequate notice, in writing, to any Participant or beneficiary whose claim for benefits under the Plan has been denied setting forth the specific reasons for such denial.

The Participant or beneficiary will be given an opportunity for a full and fair review by the ~~Named Fiduciary, or its delegate,~~ Personal Savings Plan Board of Administration, herein referred to as the "Board", of the decision denying the claim. The Participant or beneficiary will be given 60 days from the date of the notice ~~from the Administrator~~ denying such claim within which to request such review utilizing the following appeal procedure:

- i) Any Participant who disputes a Plan Administrator determination with respect to a Participant's Personal Savings Plan account may file, with the GM Benefits & Services Center, a written claim on form SBA 1, "Participant Claim to Personal Savings Plan Board of Administration". Such claim shall be filed within 60 days of receipt of such determination from the Plan Administrator.
- ii) In all cases where the Participant has filed a claim on form SBA 1, the Board, shall review such claim, return one copy of form SBA 1 to the Participant with a

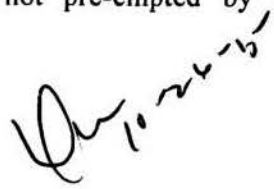
Art XII, 12.06(ii)

written signed statement setting forth all the facts and circumstances surrounding the case, and any material pertinent to the case shall accompany the decision within 60 days of the Participant's appeal, however, that if special circumstances arise, as determined by the Board, in its sole discretion, such decision shall be made no later than 120 days after receipt of such request.

- iii) Subject to any rights to remedies accorded by applicable law, the final decision of the Board, with or without the Impartial Chairperson, if applicable, shall be binding upon the Company, the claimant and all other persons interested in the claim.
- iv) A Participant may not bring a civil action contesting the Board's denial of a benefit claim more than 24 months following the date of the Board's denial of such benefit claim. If a court determines that this provision allows an unreasonably short period of time to bring a civil action, then the court shall enforce this provision as far as possible and declare the civil action barred unless it was started within the minimum reasonable time that the action should have been started.
- v) Form SA 1 for each appeal must be requested from the Secretary, Personal Savings Plan Board of Administration, Mail Code 482-C32-A68, General Motors LLC Global Headquarters, 300 Renaissance Center, P.O. Box 300, Detroit, Michigan 48265-3000.

12.05 12.07 Confidential Information

The Administrator, or its delegate, shall be responsible for ensuring that sufficient procedures are in place and followed to safeguard the confidentiality (except to the extent necessary to comply with federal laws or state laws not pre-empted by ERISA) of information



Art XII, 12.06(ii)

relating to the purchase, holding, and sale of securities,
and the exercise of voting, tender, and similar rights
with respect to such securities by Participants

10-26-15

10/24/15

and beneficiaries. If deemed necessary by the Administrator, due to potential for undue employer influence with regard to exercise of shareholder rights, an independent party will be appointed by the Administrator to carry out instructions of Participants or beneficiaries relating to such rights.

ARTICLE XIII AMENDMENT, MODIFICATION, SUSPENSION, OR TERMINATION

13.01 Amendment, Modification, Suspension, or Termination

The Personal Savings Plan is a part of and subject to the terms of the collective bargaining agreement for hourly-represented employees and, subject to the terms of that agreement, The Company reserves the right, by and through its Board of Managers, or its delegate, to amend, modify, suspend, or terminate the Plan, but any such action shall have no retroactive effect which would prejudice the interests of the Participants.

13.02 Distribution Upon Plan Termination

If permitted under the terms of the collective bargaining agreement for hourly-represented employees and if the Company initiates in the event of a termination or partial termination of the Plan, or completely discontinues contributions under the Plan, without establishment of a successor plan, the Administrator may direct the Trustee to:

(a) continue to administer the trust fund and pay Account balances in accordance with Section 7.04 to Participants affected by the termination of the Plan upon their termination of employment, or to beneficiaries upon such a Participant's death, until the trust fund has been liquidated; or

(b) distribute as soon as administratively feasible the assets remaining in the trust fund in a lump sum to Participants and beneficiaries in proportion to their respective Account balances.

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(c) In the event of termination, or partial termination, or a complete discontinuance of contributions under the Plan, the account balance of each affected Participant will be non-forfeitable.

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APPENDIX A

Manual Transmissions of Muncie, LLC
(formerly New Venture Gear)
Muncie, Indiana

JS 10-26-15

JS 10/24/15

Manual Transmissions of Muncie, LLC

GENERAL MOTORS LLC

~~September 16, 2011~~ (A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

As discussed during these negotiations, this will confirm our understanding that for purposes of Article II, Section 2.25 of the Plan, the definition of "Employee" will include all hourly persons employed by Manual Transmissions of Muncie, LLC formerly New Venture Gear, Muncie, Indiana.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
~~Relations~~ North
American
Manufacturing and
Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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10-24-15

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10/26/15

Misc. (Benefits Training and Education)

GENERAL MOTORS LLC

~~September 19, 2011~~ (A)-

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties renewed their commitment to provide ongoing training programs for Company and Union Benefit Representatives so as to improve the quality of service provided to hourly employees. The parties also recognized the importance of communications programs aimed at educating employees about their benefits.

It was agreed that such training and education programs will be developed jointly, and the cost of developing and implementing such programs properly will be paid from the National Joint Skill Development and Training Fund as approved by the Executive Board for Joint Activities. These include, but are not limited to, the following:

- Annual Joint GM-UAW-UAW-GM Benefits Training Conference ~~will~~may be scheduled upon approval by the parties.
- Continuing education program for Union Benefit Representatives will be revised, updated and provided by the parties. Training sessions will be scheduled for newly appointed Union Benefit Representatives and Alternates as agreed to by the parties. The sessions will concentrate on areas such as eligibility to receive benefits, description and interpretation of benefit plan provisions, and calculation of benefits.

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Misc. (Benefits Training and Education)

- Conduct periodic on-site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings on legal developments or other special needs.

Included also are any travel, lodging, and living expenses incurred by Company and Union representatives in relation to the above. In addition, the Fund will pay for lost time (eight hours per day base rate plus COLA) of Union Benefit Representatives attending such programs away from their locations.

The Company will pay for the time (eight hours per day base rate plus COLA) of alternate Union Benefit Representatives who replace those attending such programs.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor~~
~~Relations~~North
American
Manufacturing and
Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

 10-26-15

 10/26/15

Misc. (Improving Benefits Service Through Technology)

GENERAL MOTORS LLC

~~September 19, 2011~~ A-

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties recognized the need to move ahead with the development of technological applications to improve the quality of service provided to hourly employees.

1. The parties recognized the need to provide the necessary tools to Local Union Benefit Representatives so that they may improve the service they are providing to hourly employees. Local Union Benefit Representatives require basic information that can be accessed quickly in order to confidently and accurately answer many of the questions they receive. ~~Therefore, the parties have agreed to implement an e-mail pilot program to provide Local Union Benefit Representatives the ability to contact the GM Benefits & Services Center (GMBSC) regarding routine non-emergency benefit questions. The e-mail functionality will be implemented no later than the fourth quarter of 2011. The parties will jointly review the effectiveness of the pilot program after 3 months from the pilot implementation date to determine the feasibility of implementation to all Local Union Benefit Representatives.~~

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Misc. (Improving Benefits Service Through Technology)

2. The parties further agree that the Company to provide Local Union Benefit Representatives with GM On-line Computers with access to the appropriate systems required to perform their duties. The parties agree to provide voicemail, email and/or an answering machine at plant locations.

3. Information of importance to Local Union Benefit Representatives, including but not limited to the Benefits Supplemental Agreements, prescription drug therapy programs, training materials, and information updates will be jointly developed and made available on the Joint Activities System (JAS) at the Center for Human Resources.

4. The parties further agreed to work toward enhancing the information available through Fidelity's Plan Sponsor WebStation® (PSW).

In conclusion, during the term of the new Agreement, the parties pledge to carefully consider every opportunity to improve the quality and efficiency in benefits delivery.

Very truly yours,
GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~
North American
Manufacturing and Labor
Relations

Accepted and Approved:
INTERNATIONAL UNION, UNITED
AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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10-24-15

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10/26/15

Employee Workshop

GENERAL MOTORS LLC

~~September 16, 2011~~ (A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the Company's willingness to continue to make available to hourly employees during non-working time, on an ongoing basis, Fidelity Educational Workshops. The parties also discussed and agreed to continue the existing pilot of the Fidelity OnTarget Financial Education Program.

The OnTarget program was created to help employees optimize their financial health. The program is designed to help employees learn about GM benefit plans, take initiative with their personal financial planning, identify retirement income needs, and determine an appropriate investment and asset allocation strategy for their savings. The parties agreed to meet and discuss the OnTarget pilot, including opportunities to improve the design and delivery of the pilot program as well as expansion of the pilot to additional locations.

~~Such~~ The Fidelity Educational w Workshops may be scheduled upon the request of the local Union and Management leadership. The parties recognize the importance of educating employees on the Personal Savings Plan.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President

PL 10-26-15

JS 10/26/15

Employee Workshop

~~Labor Relations~~ North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

10-26-15

10/26/15

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PLUS A

Review of Personal Savings Plan

GENERAL MOTORS LLC

~~September 16, 2011~~(A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the Union's interest in a more active role in understanding the direction of the Personal Savings Plan (PSP). To this end, the parties agreed that General Motors Investment Management Corporation (GMIMCo) and Fidelity will make an annual presentation to the Union on the PSP. The review will include such things as:

- Plan Participation
- Account Status and Activity
- Average Participant Account Balance
- Amount of Assets in Available Investment Options
- Income Fund Performance
- Mutual Fund Performance
- Non-Mutual Fund Performance
- Fund and Plan Expenses

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JS 10/26/15

Review of Personal Savings Plan

Additionally, the parties will jointly request from GMIMCo, the Plan's Named Fiduciary for investment purposes, a report on its assessment of the Plan's investment options and on any changes to the fund line-up that it believes may be advisable. The parties will jointly request that GMIMCo perform a review of any matters relating to the fund line-up, including, but not limited to, the review of new investment options; ~~consideration of the applicability of a mutual fund window in a 401(k) savings plan,~~ or other investment vehicles emerging in the savings plans market place.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations North
American Manufacturing
and Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

JS 10-26-15

JS 10/26/15

Suggestion Award and Unused Vacation Payments

GENERAL MOTORS LLC

~~September 16, 2011-A-~~

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the existing process by which Employees make a Personal Savings Plan (PSP) deferral election with respect to suggestion award payments that is separate from the Employee's regular Deferred Savings election. Management expressed concerns and the parties discussed the complexities associated with administering multiple PSP deferral elections. Further, the parties discussed the process that applies the Employee's regular Deferred Savings election to a payment in lieu of vacation entitlement ("vacation payment").

In connection with suggestion award payments, to address Management's concerns while still providing Employees an opportunity to defer suggestion award payments to their PSP account, the parties agree that Employees will continue to have the opportunity to defer suggestion award payments into their PSP account, subject to applicable Plan provisions, but that any such election will be at the same rate as their regular Deferred Savings election.

In connection with vacation payments, the parties agreed to continue to apply an Employee's regular Deferred Savings election to such payments.

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Suggestion Award and Unused Vacation Payments

If an Employee wishes to defer a suggestion award or vacation payment at a rate that is different from their regular Deferred Savings election on file, it will be the Employee's responsibility to revise their deferral election before and after the payment is made. For example, for an Employee who has a 4% regular Deferred Savings election on file, any suggestion award or vacation payment, as well as Eligible Weekly Earnings, would be deferred at 4%. If the Employee wishes to defer a greater percentage of their suggestion award or vacation payment, then the Employee must revise their regular Deferred Savings election to that increased rate (applicable to both Eligible Weekly Earnings and the suggestion award or vacation payment). If the Employee thereafter wishes to defer a lesser percentage, then the Employee must revise their election to a lesser rate. The revised deferral elections should be on file at least two (2) pay periods prior to and after the suggestion award or vacation payment to ensure timely processing of their revised PSP deferral election.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations North
American
Manufacturing and
Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

JS 10-26-15

JS 10/26/15

529 College Savings Plan(s)

GENERAL MOTORS LLC

~~September 16, 2011~~ (A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the Union's interest in implementing a payroll deduction for 529 College Savings Plans. The parties discussed the complexities of such a deduction that result from the multitude of available 529 College Savings Plans in the U.S. Additionally, the parties discussed the Union's interest in communicating information regarding 529 College Savings Plan(s) to hourly Employees. To this end, the parties agreed that General Motors will prepare a communication intended to inform hourly Employees on the advantages of establishing a 529 College Savings Plan(s). General Motors will also include educational information on these plans on the gmbenefits.com website.

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529 College Savings Plan(s)

The decision to participate in a 529 College Savings Plan(s) will continue to be on a voluntary basis handled directly between the Employee and the plan's respective provider. It is clearly understood that neither General Motors nor the Union will have any administrative or fiduciary responsibility with regard to these 529 College Savings Plan(s).

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~ North
American Manufacturing
and Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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10/26/15

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10/26/15

GENERAL MOTORS LLC

September 16, 2011(A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the positive results associated with the auto enrollment of employees who are now participating in the PSP, ~~as part of the implementation of the 2007 letter agreement.~~

The parties discussed having at least one such automatic enrollment campaign for non-participating Employees during the course of the 2014/2015 Agreement. Eligible non-participating employees will be enrolled in this Plan at a 3% contribution rate of Eligible Weekly Earnings following a 90 day advance notice and election period.

~~The parties agreed that once a non-participating employee elects not to participate in this Plan during an auto enrollment campaign, it is the parties intent that there will be no further attempt to enroll or re-enroll such employee during the term of this Agreement. Further, the parties agreed to meet and discuss the implementation date for the first auto enrollment campaign under this Agreement.~~

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10/26/15

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10/26/15

Automatic Enrollment for Eligible Non-Participating Employees

Finally, the parties agreed to discuss additional auto enrollment opportunities for non-participating employees during the life of this Agreement.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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10-26-15

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10/26/15

Auto-Enrollment – Annual Increases

GENERAL MOTORS LLC

~~September 16, 2011~~ - A -

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed a process for implementing an annual automatic 1% contribution increase feature for all newly hired Employees and non- participating Employees who are automatically enrolled in the Plan.

The implementation date and Plan design of this annual automatic increase feature will be discussed between the parties, including the elements of the communications campaign and a maximum contribution level.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~ North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

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10-26-15

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10/26/15

401(k) Fees

GENERAL MOTORS LLC

September 16, 2011(A)

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During the course of these negotiations the parties discussed the topic of fees and expenses in the Personal Savings Plan.

In response to the UAW's data request, General Motors provided the union with a significant amount of information relating to fees and expenses associated with mutual fund and non-mutual fund options.

The parties ~~will also~~ discussed the ~~new~~ participant fee disclosure notice that is ~~targeted to be~~ currently being provided delivered to participants as required by the Department of Labor under ERISA section 404(a), and published guidance thereunder. ~~for the first time during the first half of 2012 This~~ The new fee disclosure ~~will~~ notice provides additional information on fees and expenses associated with the investment options currently available in the PSP.

Joe Ashton
10-26-15

SS 10/26/15

401(k) Fees

Finally, the parties will consider retaining an independent consultant during the course of this agreement to assess and report on the fees and expenses of the current fund line-up as mutually directed by the parties.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
~~Labor Relations~~ North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: ~~Joe Ashton~~ Cynthia Estrada

Handwritten signature and date: 10/26/15

Handwritten signature and date: 10/26/15

GENERAL MOTORS LLC

September 16, 2011 A

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

The parties discussed the adverse consequences to Participants who default on loans from their PSP accounts while on disability leave or layoff during the term of the loan. The parties also discussed how these defaults are caused, in part, by the fact the current system paying disability leave or layoff benefits cannot accommodate deductions from such benefits with respect to PSP loan repayments, thereby requiring participants to manually submit loan repayments.

It was further discussed that the hourly payroll system maybe enhanced in the future to permit PSP loan repayment deductions to continue while participants are on layoff or a disability leave of absence. To the extent that payroll withholding of loan repayments from disability or layoff benefits becomes possible, the parties agree that the Plan will be amended to include layoff and disability benefits as Eligible Weekly Earnings under the PSP for the sole purpose of continuing loan repayments, via payroll withholding, while on leave or layoff. The parties will meet to review and revise all PSP provisions, as required, to implement this Plan amendment. The

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~~PSP Loan Repayments While on Layoff or Disability Leave of Absence~~

~~implementation date, currently targeted for January 1, 2013, as well as the nature and manner of communication of this feature to participants, will be the subject of future discussions between the parties.~~

~~Very truly yours,~~

~~GENERAL MOTORS LLC~~

~~Catherine L. Clegg
Vice President
Labor Relations North American
Manufacturing and Labor
Relations~~

~~Accepted and Approved:~~

~~INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW~~

~~By: Joe Ashton Cynthia Estrada~~

JD 10-24-15

JD 10/24/15

Enhanced Plan Contributions

GENERAL MOTORS LLC

September 16, 2011 A

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: ~~Mr. Joe Ashton~~ Mrs. Estrada
Vice President and Director
General Motors Department

Dear ~~Mr. Ashton~~ Mrs. Estrada:

During these negotiations, the parties discussed the hourly payroll system that will be enhanced in the future, and the feasibility of providing additional flexibility among the available contribution election options under the new payroll system which could assist Employees in meeting their retirement savings objectives.

Under current Plan provisions, Employees are eligible to elect contributions to the Plan in whole percentages of not less than 1% and not more than 60% of their Eligible Weekly Earnings. Employees have the option to contribute on a pre-tax basis ("Deferred Savings"), a Roth after-tax Savings basis ("Roth Savings"), and on an after-tax basis ("After-tax Savings"), or any combination of the three, as long as the aggregate does not exceed the Plan's 60% contribution limit or the tax law dollar limit on the total amount of such contributions. Further, pre-tax Deferred Savings and Roth Savings are combined when applying the tax law dollar limit on such contributions. In addition, Employees age 50 or older are eligible to make "Catch-up Contributions" as Deferred Savings and/or Roth Savings as long as the aggregate does not exceed the Plan's 40% contribution limit, or the separate tax law dollar limit on the total amount of Catch-up Contributions.

JS 10-26-15

JS 10/26/15

Enhanced Plan Contributions

Effective January 1, 2013 or as soon thereafter as administratively feasible, the parties have agreed that the Plan will be amended to provide Employees the flexibility to save up to 100% of their Eligible Weekly Earnings, after all legally required deductions, in a combination of Deferred Savings, Roth Savings, After-tax Savings, and Catch-up Contributions, if eligible, up to the applicable tax law dollar limits. For example, an Employee who is not subject to a dollar limitation on contributions may elect to save, after all legally required deductions have been satisfied, 30% in Deferred Savings, 10% in Roth Savings and 60% in Catch-up Contributions. Also for example, after all legally required deductions have been satisfied, an Employee not subject to a dollar limitation may elect to save 50% in Deferred Savings and 50% in After-tax Savings.

The implementation of this amendment is subject to all Plan provisions.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
Labor Relations North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Joe Ashton Cynthia Estrada

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10-26-15

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10/26/15

Self-Directed Brokerage Account

GENERAL MOTORS LLC

-A-

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, the parties discussed the
feasibility of implementing a Self-Directed Brokerage
Account as an additional investment option under the
General Motors Personal Savings Plan (PSP).
As a result of these discussions, the parties agreed that
the Company will study the feasibility of implementing
a Self-Directed Brokerage Account within the PSP.

The study shall be targeted for completion by
March 31, 2016 and may consider any and all aspects
of a Self-Directed Brokerage Account, including,
without limitation, the design of the Self-Directed
Brokerage Account, the investments offered, the types
and percentage of assets that may be transferred, the
participant costs associated with such an investment
option, the fiduciary considerations for the PSP, the
impact on operations, recordkeeping, reporting and
disclosure obligations, prohibited transaction
implications, and costs associated with administrative
and system modifications required to implement such
an option.

Costs associated with conducting such a study are to be
borne by the Plan Sponsor.

10-26-15

SS 10/26/15

Self-Directed Brokerage Account

At the conclusion of the study, the Company will review the findings or the study with the Union. If the Company determines that a Self-Directed Brokerage Account is feasible, the parties will engage in discussions toward implementation. It is expressly understood and agreed that upon conclusion of the feasibility study, either party in its respective and sole discretion may determine that a Self-Directed Brokerage Account is either infeasible or undesirable. Upon such determination either party shall have no obligation to proceed with implementation.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American Manufacturing
and Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Cynthia Estrada

10-26-15

SD 10/26/15

EasyEnroll & Participant-Directed Annual Increase
Program

GENERAL MOTORS LLC

-A-

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, the parties discussed the
importance of encouraging employees to save for
retirement. To assist Employees, the parties agreed to
implement an EasyEnroll feature for all newly hired
Employees and a Participant-Directed Annual Increase
Program (AIP) for all Employees participating in the
Plan.

The EasyEnroll feature is a simple, streamlined, and
guided experience that simplifies decision-making in
enrollment. It offers an established set of deferral rates
with 100% investment in the Qualified Default
Investment Alternative (QDIA).

The Participant-Directed AIP is a service that
automatically increases Employees' contributions each
year at a rate and date determined by the Employee.

The implementation date for both these programs will
be discussed between the parties, including the
elements of the communications campaign.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American Manufacturing
and Labor Relations

for 10-26-15

SD 10/26/15

EasyEnroll & Annual Increase Program

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Cynthia Estrada

JS 10-26-15

JS 10/26/15

Educational Investment Workshops – Outside
Investment Advisors

GENERAL MOTORS LLC

-A-

International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Attn: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, the parties discussed the Union's desire to continue to make available a variety of investment advisors to provide investment education to GM PSP participants. The parties also discussed the Union's interest to permit each plant or site location the option to invite identified, approved outside investment advisors to conduct generic educational investment workshops on-site during non-working hours at no cost to participants or General Motors.

In response to these discussions, the parties agreed to permit specified outside investment advisors to conduct generic educational investment workshops on GM property. It is the intent of the parties that the number of investment advisors utilized for these workshops be limited to no more than three (3) at any time. Furthermore, the parties agreed that these workshops are not intended to replace the educational workshops provided by Fidelity.

The Company informed the Union of the specific terms and conditions that each outside investment advisor must consent to honor prior to conducting any workshops on GM property. The parties agree that any investment advisor recommended by the Union or otherwise, must consent to these terms as a condition of presenting these generic educational investment workshops. The parties discussed the requirement that the workshops will not include any instruction regarding GM employee benefit plan(s)

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Educational Investment Workshops – Outside
Investment Advisors

provisions, policies, procedures or to General Motors
Company.

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PLUS A

Educational Investment Workshops – Outside
Investment Advisors

All scheduling of workshops will be authorized solely
by the Key-4 joint leadership team at each plant or site
location. Attendance and participation in these
workshops will be on a voluntary basis, during non-
working hours.

The parties agree that neither GM nor the UAW accept
any role, fiduciary or otherwise, with respect to any
such workshops conducted on GM property or any
subsequent products or services provided by the outside
investment advisors.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American Manufacturing and
Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Cynthia Estrada

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10-26-15

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10/26/15

Loan Suspensions

GENERAL MOTORS LLC

-(A)-

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During these negotiations, the parties met and discussed
the existing process for continuing loan payments while
on a paid leave of absence or layoff.

The parties discussed the instance when a Participant is
on a paid leave of absence or layoff and their pay (after
all applicable income and employment tax withholding)
is less than the amount of the installment payments
required under the terms of the loan. The parties have
agreed to discuss alternatives regarding loan suspension
that meet both legal requirements and are in the interest
of the Plan and its Participants.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American Manufacturing
and Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Cynthia Estrada

Handwritten signature and date: 10-26-15

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Definition of Eligible Employee

GENERAL MOTORS LLC

(A)

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During the course of these negotiations, the parties
discussed the definition of "Eligible Employee" as
detailed in Article II, Section 2.26 of the Personal
Savings Plan (PSP). The parties discussed the fact that a
number of agreements and memorandums of
understanding have been negotiated over many years,
which directly relate to the benefits for Eligible
Employees.

The parties are committed to continuing those
agreements as they relate to Company Contributions
and the Retirement Contributions for Eligible
Employees in the PSP. The parties will meet as soon as
possible following the completion of these negotiations
to clarify the Plan language for Article II, Section 2.26
to document the agreement.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American Manufacturing
and Labor Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Cynthia Estrada

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10-26-15

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10/26/15

MOU – Legal Services Plan Benefit

GENERAL MOTORS LLC

September 15, 2015

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mrs. Cynthia Estrada
Vice President and Director
General Motors Department

Dear Mrs. Estrada:

During the course of these negotiations the parties discussed the existing Legal Services Plan ("LSP" or Plan) and possible ways of providing some form of a legal service benefit to existing UAW-represented employees and retirees. Under the parties' 2011 agreement, it was decided that the LSP would cease accepting new cases as of December 31, 2013 and the Plan would eventually wind-down upon completion of all remaining cases. In order to address concerns about possible accounting and financial disclosure issues related to reinstating the LSP, the parties agree as follows:

1. A new benefit plan shall be established to provide a legal service benefit to eligible UAW-represented employees and retirees. This new benefit plan shall be an Internal Revenue Code Section 501(c)(9) qualified Voluntary Employee Beneficiary Association (VEBA). The VEBA and its underlying trust shall also be a benefit plan permitted by Section 302(c)(5) of the Labor Management Relations Act. In the event that this new benefit plan does not qualify as a VEBA, then a taxable trust shall be established.
2. UAW-represented Company employees and retirees who meet the eligibility criteria under Section 4 of the 2011 Legal Services Plan agreement shall be eligible to participate in the Legal Service VEBA ("LSV") LSV Plan. In addition, employees formerly identified as "entry level employees" or "new hires" under the parties' collective bargaining agreement shall be considered participants in the LSV Plan following the end of their employment with the Company if, at such time:

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MOU - Legal Services Plan Benefit

- a. He/she is age 65;
 - b. He/she is at least age 60 but less than 65 and left the Company with 10 or more years of service;
 - c. He/she is at least age 55 but less than 60 and had a combined years of age and years of service totaling 85 or more;
 - d. He/she has 30 or more years of service;
 - e. He/she is at least age 55, (age 50 for an employee who is laid off on or after October 1, 1984 as a result of a plant closing where no other company plants are in the same geographical area) but not age 65 and who has 10 or more years of credited service and whose employment ceases as a result of a plant closing;
 - f. He/she is totally and permanently disabled prior to attaining age 65 and has at least 10 years of service; and the eligible surviving spouse of such individual. For purposes of this LSV Plan only, measurement of "years of service" shall be credited service, as it is computed under the parties' defined benefit pension plan.
3. The Union anticipates that this LSV Plan shall be a multiemployer welfare benefit plan solely administering a legal service benefit, and participating employers may include other UAW-represented auto companies and the International Union, UAW, should collective bargaining allow and/or so provide.
4. Consistent with the requirements of Taft-Hartley, the LSV Plan shall be administered by a joint board of trustees comprised of an equal number of employer and UAW representatives, with an impartial neutral. Subject to subsequent negotiations with other employers, it is anticipated that there shall be six employer trustees and six union trustees, two of whom shall be appointees of the Company. The VEBA shall contain subaccounts for contributions made by the Company and in order to segregate such monies away from contributions from any other participating employers in the VEBA. Further, such an arrangement shall ensure that no cross-subsidization will occur relative to the Company's contributions and any other obligations the LSV Plan has respective to other participating groups. Liability for providing benefits shall not be joint and several among the participating companies. The LSV Plan must be structured such that 1) the Company's participation in it does not create OPEB liability for the Company and 2) there will be no withdrawal liability or any other liability should a participating company end its participation.

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MOU – Legal Services Plan Benefit

5. The Company's obligation to fund the VEBA shall be limited to \$8.25 million per year, for the duration of this Agreement only. For the avoidance of doubt, the total contribution during the term of the 2015 collective bargaining agreement shall not exceed \$33 million. This in no way contemplates or binds the Company to funding beyond the term of this Agreement. Based upon present information, this amount of funding shall be sufficient to maintain an "office work" benefit, consisting of legal work including, but not limited to, wills, deeds, credit reporting, residential real estate matters, uncontested legal matters and document preparation. The provision of, and ability to provide any such benefits, shall be left to the ultimate determination of the LSV Plan trustees. If for any reason the funding is insufficient to provide the contemplated benefits, then benefits payable to participants will be modified by the Trustees of the LSV Plan.
6. The parties agree that part of the work performed by the LSV Plan and its attorneys shall include a re-start of the Social Security Project (assisting individuals in applying for Social Security Disability and attendant "sweeps" of accounts in those cases where the underlying Social Security Disability application is successful and retroactive benefits are awarded and owing to the Company) for active UAW-represented employees and an expansion to UAW-represented retirees.
7. Over the course of the next several weeks, the Company and Union shall work on appropriate documents implementing the LSV Plan, including but not limited to an employer participation agreement, a trust document, a plan document, any necessary filings with the Internal Revenue Service or any other governmental agency. The trustees will file under Internal Revenue Code Section 505(c), an Internal Revenue Service Form 1024 application for exemption under Internal Revenue Code Section 501(a) and any other related documents and/or filings. In the event that the trust is not entitled to provide benefits on a tax free basis or to qualify as a VEBA, the trust shall be responsible for paying any taxes that may be imposed, including FICA, FUTA, and income taxes.

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10/25/15
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MOU – Legal Services Plan Benefit

8. While the parties anticipate the LSV Plan shall begin providing a benefit as soon as possible, in the event establishment of the Plan is delayed due to securing appropriate regulatory approvals, the Company's funding obligation to the Plan shall remain.
9. Wind-down of the existing LSP shall continue in its normal course and such plan - being legally distinct from the LSV Plan – shall continue to be administered by its existing administrative committee. To the extent staff of the LSV Plan provide services to the LSP in connection with its wind-down, such costs shall be appropriately allocated to the respective plan.

Very truly yours,

GENERAL MOTORS LLC

Catherine L. Clegg
Vice President
North American
Manufacturing and Labor
Relations

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Cynthia Estrada

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10/25/15
Y 10-25-15

