

Supplemental Agreement

Covering

PENSION PLAN



Exhibit A
to
AGREEMENT
between
the
UAW
and
GENERAL MOTORS LLC
dated
October 16, 2019

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EXHIBIT A
SUPPLEMENTAL
AGREEMENT
(Pension Plan)

**SUPPLEMENTAL AGREEMENT
(PENSION PLAN)**

On this 16th day of October 2019, General Motors LLC, hereinafter referred to as the General Motors LLC or “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

This defined benefit pension plan, entitled the General Motors Hourly-Rate Employees Pension Plan (the “Plan”), was established pursuant to an agreement between Motors Liquidation Company (“MLC”) (fka General Motors Corporation) and the Union and approved by the MLC Board of Directors. The Company assumed sponsorship of the Plan in conjunction with its purchase of substantially all of the assets of MLC pursuant to a Master Sale & Purchase Agreement as approved by the Bankruptcy Court for the Southern District of New York. A copy of the Plan is attached hereto as Exhibit A – 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.

The Plan, as set forth in Exhibit A-1, and the Plan as it may be modified and supplemented by superseding provisions of this agreement, as above provided, are contingent upon the determination by the Internal Revenue Service that the Plan and related trust are qualified and tax exempt under Sections 401 and 501(a) or other applicable provisions of the Internal Revenue Code. Any modification or amendment of either the Plan, or the Plan as modified and supplemented by this agreement, may be made retroactively by the Company with the consent of the Union, if necessary or appropriate, to qualify or maintain the Plan as a plan and trust meeting the requirements of Sections 401 and 501(a) of the Internal Revenue Code, as now in effect or hereafter amended, or any other applicable provisions of the federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder, provided that pension benefits under the Plan are not diminished.

Until the Plan is approved by the General Motors LLC's Board of Managers, the benefits payable shall be only those determined under the Plan as constituted prior to October 1, 2019; provided, however, that following approval by its Board of Managers, General Motors LLC or the trustee will pay to retired employees and surviving spouses any excess amounts equal to the difference between the monthly pension calculated in accordance with the terms of the Plan, attached hereto as Exhibit A-1, and the monthly pension paid or payable in accordance with the terms of the Pension Plan which was attached as Exhibit A-1 to the Supplemental Agreement (Pension Plan) between the Parties dated October 25, 2015. Any such excess amounts payable for months prior to the receipt of the aforementioned Board of Managers approval, shall be payable the first of the month following the date of such approval by the Board of Managers and any such amounts payable

thereafter shall be paid on the first of the month at the same time as the related pension is paid.

In the event that the Plan is disapproved by the Board of Managers of General Motors LLC, General Motors LLC within thirty 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.

Section 2. Financing

(a) A trustee or an insurance company, or both, shall be designated by the Company, and a trust agreement or contract, or both, executed between the Company and such trustee or insurance company, or both, under the terms of which a pension fund or insured fund, shall be established to receive and hold contributions payable by the Company, interest, and other income, and to pay the pensions and supplements provided by the Plan.

(b) General Motors LLC, by payment of contributions under the Internal Revenue Code, including contributions required by the Pension Protection Act of 2006 effective for Plan Years on and after October 1, 2008, shall be relieved of any further liability under the Plan.

(c) Should benefit accruals be frozen due to Article VII, Section 4(b)(iii) of the Plan and Section 436(e) of the Code, the Plan shall be deemed to be amended to reinstate accruals, and to then restore any frozen benefit accruals, as soon as legally permissible to do so in accordance with the parties' agreement.

Section 3. Administration

(a) Board of Administration

(1) There shall be established a central Board of Administration hereinafter referred to as the Board, composed of six members, three appointed by the Company and three 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 General Motors LLC 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 of Administration 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 as may be mutually agreed upon by its members.

(3) To constitute a quorum for the transaction of business, the presence of four members of the Board shall be required. At all meetings of the Board, the member or members present 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 appointed by the Union shall have in the aggregate a total of one vote to be cast on behalf of the Union.

(4) 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 and no part of such

compensation or expenses will be paid from the trust fund.

(5) The Company shall cause to be furnished to the Board of Administration annually:

(i) A statement as of each anniversary date of the Plan showing in summary form the value of the assets which comprise such fund by general categories of investment, such value being determined on a basis at least equal to the total cost thereof for each such category, and a summary of the funded status of the Plan and an opportunity to discuss the funded status of the Plan in more detail.

(ii) Such information as to age, sex and service of hourly-rate employees of General Motors LLC as a whole in the United States and as to the number of pensioners and amount of pensions and supplements by age groups, as the Board may reasonably require, but in no event shall the Company be required to furnish the Board with any data not furnished by the Company to the Actuary.

(iii) A report, prepared by the Actuary, in respect of each year's actuarial valuation of the Plan.

(iv) General Motors LLC will provide the union with an annual report related to the General Motors Hourly-Rate Employees Pension Plan regarding ASC715, which will include:

(aa) the market value of plan assets as of December 31st of the previous calendar year,

(bb) the Accumulated Benefit Obligation (ABO) broken down by active employees, retirees, surviving spouses and deferred vested as of December 31st of the previous calendar year,

(cc) a summary of the actuarial assumptions used to derive the ABO, and

(dd) the ASC715 pension expense for the previous calendar year broken down by its components.

(v) Where applicable, the reports under subparagraphs (iii) and (iv) shall reflect the provisions of the Pension Protection Act of 2006, effective for Plan Years beginning on and after October 1, 2008.

(vi) A statement setting forth pension payments and supplements to retired employees and surviving spouses during Plan Year.

(vii) A schedule setting forth as of March 31 of each year:

(aa) the amount of investment of the pension fund in residential real estate mortgages, by type, in communities with General Motors LLC plants and in other communities,

(bb) the amount invested in such residential real estate mortgages during the preceding year in comparison with total new money investments during that year, and

(cc) a description of such residential mortgages in which funds were invested during the preceding year, by type, separately by plant city areas and in total for other areas.

(viii) A copy of Form 5500 reports and attendant schedules for the Plan will be furnished as soon as practicable after General Motors LLC has filed such report with the U.S. Department of Labor.

(6) The Board of Administration shall have no power to add to or subtract from or modify any of the

terms of this agreement or the Plan, nor to change or add to any benefit provided by said agreement or Plan, nor to waive or fail to apply any requirement of eligibility for a benefit under said agreement or Plan.

(7) Any case referred to the Board of Administration on which it has no power to rule shall be referred back to the parties without ruling.

(8) No ruling or decision of the Board of Administration in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each such specific claim.

(9) There shall be no appeal from any ruling by the Board which is within its authority. Each such ruling shall be final and binding on the Union and its members, the employee or employees involved, and on General Motors LLC, subject only to the arbitrary and capricious standard of judicial review.

The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members, in any appeal to any Court or Administrative Board or Agency from a ruling of the Board of Administration.

(b) Impartial Chairperson

(1) General Motors LLC and the Union shall mutually agree upon and select an Impartial Chairperson, who shall serve until requested in writing to resign by three Board members.

(2) The Impartial Chairperson will not be counted for the purpose of a quorum, and will vote only in case of a failure of the Company and the Union by vote through their representatives on the Board to agree upon a matter which is properly before the

Board and within the Board's authority to determine; provided that the Impartial Chairperson may vote only on matters involving the processing of individual cases, not on the development of procedures.

(3) The fees and expenses of the Impartial Chairperson will be paid one-half by the Company and one-half by the Union.

(c) The Union and General Motors LLC members of the Board of Administration have, in Appendix D, agreed to matters such as but not limited to: (1) procedures for establishing Pension Committees at the Divisions or plants involved; (2) the authority and duties of such Pension Committees; (3) the procedures for reviewing applications for pensions; (4) the handling of complaints regarding the determination of age, service credits, and computation of benefits; (5) procedures for making appeals to the Board; (6) means of verifying service credits to which employees are entitled under the Plan; (7) methods of furnishing information to employees regarding past and future service credits; (8) the amount of time the Union members of the committees may be permitted to leave their work to attend meetings of the Pension Committees; (9) how disputes over total and permanent disability claims will be handled, including disputes, if any, with respect to whether a disabled pensioner engages in gainful employment; (10) the review of pertinent information about the Plan for dissemination to employees; (11) how pension payments will be authorized by the Board. All such matters are consistent with all other provisions of the Plan and this agreement. The working out of the procedures outlined in this section shall be the responsibility of the Company and Union members of the Board, and the Impartial Chairperson shall have no power to decide any question with respect thereto.

(d) Except as provided otherwise in this agreement, the general administration of the provisions of the Plan shall be the responsibility of the Company.

(e) The Board and any member of the Board, or the Pension Committees or any member of the Pension Committees, shall be entitled to rely upon the correctness of any information furnished by the Union or the Company. Neither the Board nor any of its members, nor the Pension Committees nor any of its members, nor the Union nor any officer or other representative of the Union, nor the Company nor any officer or other representative of the Company shall be liable because of any act, or failure to act, on the part of the Board or any of its members, or the Pension Committees or any of its members or any person, except that nothing herein shall be deemed to relieve any such individual from any liability for the individual's own fraud or bad faith.

(f) No matter respecting the Plan as modified and supplemented by this agreement or any difference arising thereunder shall be subject to the grievance procedure established in the collective bargaining agreement between General Motors LLC and the Union, except as expressly provided in Paragraph (46) of such collective bargaining agreement.

(g) Credited service shall be granted an employee who is absent from work pursuant to Paragraph 24 of the National Agreement, or on a leave of absence under Paragraph 109 of the 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, or if the leave was granted under 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 International Union while on such leave

(an employee on leave under the National Agreement solely to permit the employee to be Manager of the credit union sponsored by the Local Union shall be included hereunder, but only with respect to any period while serving in such capacity while on such leave).

An employee eligible for credited service under this section shall be credited with up to 40 hours for each calendar week since October 1, 1950 while on such leave, including compensated hours, provided the employee meets the requirements of the leave; but in no event shall the employee be credited with more than 1700 hours, including compensated hours, in any calendar year.

Section 4. Effect of Retirement on Employment Status and Seniority

(a) An employee who retires or is retired under the terms of the Plan shall cease to be an employee and shall have seniority canceled.

(b) An employee who has been retired on a total and permanent disability pension and who thereby has broken seniority in accordance with subsection (a) above, but, who recovers and has such pension discontinued, shall have seniority reinstated as though such employee had been on a sick leave of absence during the period of such disability retirement, provided, however, if the period of disability retirement was for a period longer than the seniority the employee had at the date of retirement, the employee shall, upon the discontinuance of such disability pension, be given seniority equal to the amount of seniority at the date of such retirement.

(c) If an employee retired for reasons other than total and permanent disability, who has lost seniority in

accordance with subsection (a) above, is rehired, such employee will have the status of a new employee.

Section 5. Supplements

Notwithstanding any other provisions of the Plan, an employee who retires while on an approved leave of absence requested by the International Union to permit such employee to engage in the business of or to work for the International Union, shall not be prevented from receiving benefits under Section 6 of Article II of the Plan solely because the last day worked for General Motors LLC was not within five years of the date the employee's pension benefits commence.

Section 6. Deduction of Union Dues

(a) Notwithstanding any other provisions of the Plan, any retired employee entitled to receive a pension or supplement may, pursuant to the retired employee's written authorization and direction acceptable to the Company, authorize the deduction of monthly Union dues from any monthly pension or supplement otherwise payable and direct that such dues be remitted to the Union.

Any surviving spouse of a retired employee entitled to receive a monthly benefit may, pursuant to the surviving spouse's written authorization and direction acceptable to the Company authorize the deduction of monthly associate dues donation from any monthly benefit otherwise payable and direct that such dues be remitted to the Union.

(b) An authorization to deduct said monthly Union or associate dues shall become effective as of the first of the second month following the month in which the Company receives such authorization from the Union, and shall remain in full force and effect until

revoked by the retired employee's or surviving spouse's written notice given to the Company, except that during any period when there is not in effect a written collective bargaining agreement or supplement thereto between the Company and the Union which permits or provides for the deduction of Union or associate dues from monthly pension benefits payable to a retired employee or surviving spouse, such assignment, authorization and direction, if otherwise in effect, shall automatically be suspended for the duration of such period only.

(c) The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable attorney's fees, that may arise by reason of the Company's compliance with this Section 6.

(d) This Section 6 shall be of no force or effect during any month for which less than one thousand such authorizations are in effect.

Section 7. Voluntary Political Contributions

(a) Notwithstanding any other provisions of the Plan, any retired employee or surviving spouse entitled to receive a pension benefit may, pursuant to the retired employee's or surviving spouse's written authorization and direction acceptable to the Company, authorize the deduction of monthly Voluntary Political Contributions from any monthly pension benefit otherwise payable and direct that such deduction be remitted to the Union.

(b) The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable attorney's fees, that may arise by reason of the Company's compliance with this Section 7.

(c) General Motors LLC and the Union have agreed that the provision for deduction of Voluntary Political Contributions will continue as set forth in the Memorandum of Agreement regarding Voluntary Political Contributions.

Section 8. Foundry Jobs

Any job classification put into effect after September 14, 1973 at a plant identified in Appendix B of the Plan, shall be designated by written agreement between the parties as a foundry job if such classification (a) supersedes or replaces a job classification previously designated as a foundry job for such plant, and (b) becomes applicable to employees who perform substantially the same work as had been performed by employees while on a job classification previously designated as a foundry job for such plant.

Section 9. Duration of Agreement

This agreement shall continue in effect until the termination of the collective bargaining agreement of which this is a part.

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

**INTERNATIONAL
UNION, UAW**

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ANNA KIRICHENKO
DAWN KOPACZ
STEPHEN KRAJCARSKI
ELIZABETH LAMARRA
SONJYA LEWIS-SHELLS
JENNIFER MACKENZIE
JOANNE MADDEN
JOHN MARCUM
RICK MASTERS
DENISE MCDONALD
DAUN MILLER
ANN MILLIGAN

**INTERNATIONAL
UNION, UAW**

**GENERAL MOTORS
LLC**

CHERYL MURRAY
KELLEN MYERS
DEBRA NICHOLSON
DIRK OVERDICK-ROTH
JILL OWEN
MICHELLE PASSINO
SHERMAN PERKINS
BRIAN PFAFF
BETH POYNTER
WENDI REA
TAMI READ
STEVE RIES
AMANDA REUSS
JOY RICHARDS
SHARON RIZZO
HILARY ROSS
STEPHEN M. ROSS
STEVEN ROSS
CLARA SANCHEZ
MIKE SANOCKI
GREG SCHAEFFER
CHRISTINE SCHMITT
MATT SEDLARIK
JEFF SETZKE
POONAM SINGH
CRAIG SPECKMANN
MATTHEW STEVENS
SHARON M. STEWART, MD
DEREK STRONG
PENNY THOMAS
LEXI SCOTT WATTON
BRETT WESTERFIELD
JASON WILLIAMS
JACLYN WILLS
GREG WOMMER
ELIZABETH WRIGHT
MARK ZAYDEL

EXHIBIT A-1
THE GENERAL MOTORS
FOR HOURLY-RATE EMPLOYEES
PENSION PLAN

ARTICLE I

ESTABLISHMENT OF THE PLAN

General Motors Company on behalf of itself and its Divisions and as agent for certain of its directly or indirectly wholly-owned and substantially wholly-owned domestic subsidiaries in accordance with I.R.C. Section 414(b), (c), and (m) will establish, subject to the approval of its Board of Managers, a pension fund either by a trust agreement with a trustee or trustees or by contract with an insurance company or insurance companies, or both, and with respect thereto shall make such payments or contributions as will be sufficient to maintain the fund on a sound actuarial basis as well as to pay expenses incident to the operation and management of the Plan.

Except as expressly provided in Sections 6, 7, and 8 of Article II and as provided in Article VII and Article IX, the provisions set forth in this Plan are applicable only to employees with seniority on or after October 1, 2019. Employees retired with benefits commencing prior to such date or separated prior to such date, or eligible surviving spouses of such employees, shall be entitled to the benefits, if any, under the Plan as it existed immediately prior to such date.

Notwithstanding the paragraph immediately above, employees who retired with benefits commencing after September 14, 2019, and prior to October 1, 2019, pursuant to the provisions of Article II of the Plan, shall be considered for purposes of Article II herein as having retired with benefits payable commencing on or after October 1, 2019; the surviving spouse of any employee who died after September 14, 2019 and prior to October 1, 2019, who is otherwise eligible for monthly benefits under the Plan, shall be considered

entitled to monthly benefits pursuant to Section 5 of Article II herein; and any such employees shall be considered eligible for credited service under Article III herein.

ARTICLE II

ELIGIBILITY FOR RETIREMENT AND AMOUNT OF PENSIONS

Section 1. Normal Retirement

Any employee who has attained age 65 and ceases active service shall be entitled to receive a pension based upon the employee's credited service. Any employee who elects to continue to work full time for General Motors LLC beyond age 65 will be notified that, while such employee has entitlement to a normal retirement benefit at age 65, such benefit is suspended and will not be paid while such employee works for the Company beyond age 65.

Section 2. Early Retirement

(a) (1) An employee who has attained age 60 but not age 65, and who has 10 or more years of credited service, may retire at the option of the employee.

(2) An employee who has attained age 55 but not age 60, and whose combined years of age and years of credited service (to the nearest 1/12 in each case) shall total 85 or more, may retire at the option of the employee.

(3) An employee who has 30 or more years of credited service may retire at the option of the employee.

(b) An employee who has attained 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 may be retired under mutually satisfactory conditions as set forth hereinafter in the Standards applicable to such retirement.

Section 3. Total and Permanent Disability Retirement

(a) An employee who is totally and permanently disabled prior to attaining age 65, and has at least 10 years of credited service, shall be eligible for a disability pension as hereinafter provided. An individual who is not an employee with seniority is not eligible to apply for total and permanent disability retirement.

(b) An employee shall be deemed to be totally and permanently disabled only if the employee is not engaged in regular employment or occupation for remuneration or profit (except for purposes of rehabilitation or employment necessary to avoid a reduction or termination of Worker's Compensation benefits under state law) and on the basis of medical evidence satisfactory to the Company the employee is found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause, but excluding disabilities resulting from service in the armed forces of any country unless the employee becomes totally and permanently disabled after accumulating at least 5 years of seniority following separation from service in the armed forces.

(c) Any disability pensioner may be required to submit to medical examination at any time during retirement prior to age 65, but not more often than semi-annually, to determine whether the pensioner is eligible for continuance of the disability pension. If on the basis of such examination it is found that the pensioner is no longer disabled or if the pensioner engages in gainful employment, except for purposes of rehabilitation as determined by the Company, or employment necessary to avoid a reduction or elimination of Worker's Compensation benefits under state law, the pensioner will be deemed recovered and such disability pension will cease. In the event the disability pensioner refuses to submit to medical examination the pension will be discontinued until the pensioner is examined.

(d) Employees who retire under this Section 3 shall, upon attaining age 65, be reclassified to a normal retirement.

Section 4. Amount of Pensions

(a) (1) The monthly pension payable to an employee retired pursuant to the provisions of Sections 1, 2, or 3 of this Article II with benefits payable commencing on or after October 1, 2007, including those employees retiring October 1, 2011 and later, shall be a basic benefit for each year of credited service that the employee had at the date of retirement, determined by the applicable Benefit Class Code and based on the month for which payment is being made as set forth in the table immediately following:

Retires With Benefits Payable Commencing	Benefit Class Code	Basic Benefit Rate Per Year of Credited Service For Months Commencing			
		10-1-07 through 9-1-08	10-1-08 through 9-1-09	10-1-09 through 9-1-10	10-1-10 and After
		\$	\$	\$	\$
October 1, 2007 and After	A	52.90	53.10	53.30	53.55
	B	53.15	53.35	53.55	53.80
	C	53.40	53.60	53.80	54.05
	D	53.65	53.85	54.05	54.30

(2) The monthly pension benefit payable to an employee who retires at the employee's option at a date selected by the employee shall be multiplied by a percentage as set forth in the following table:

Age When Pension Commences	Percentage*
42	21.0%
43	22.6
44	24.3
45	26.1
46	28.2
47	30.4
48	32.8
49	35.4
50	38.3
51	41.5
52	45.0
53	48.9
54	53.2
55	57.9
56	63.5
57	69.4
58	75.2
59	80.8
60	86.7
61	93.3
62 or over	100.0

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

If an employee:

(i) with 30 or more years of credited service retires at the employee's option, or

(ii) whose combined years of age and years of credited service (to the nearest 1/12 in each case) shall total 85 or more retires at the employee's option, the monthly basic benefits otherwise payable to such employee after age 62 and one month shall be redetermined without any such reduction.

(3) The basic benefit payable in any month will not be reduced below an amount which results in the early retirement supplement paid to a participant in such month, under Article II, Section 6(a)(1), exceeding the old age insurance benefits, unreduced on account of age, payable under Title II of the Social Security Act, as amended.

(b) A temporary benefit for each year of credited service up to 30 shall be payable in addition to the monthly basic pension payable to an employee retired under mutually satisfactory conditions, or totally and permanently disabled pursuant to Section 2(b) or Section 3 above, as set forth in the table immediately following:

Retires With Benefits Payable Commencing	Monthly Temporary Benefit Amount	
	Per Year of Credited Service	Maximum
October 1, 2007 through September 1, 2008	\$ 50.80	\$ 1,524.00
October 1, 2008 through September 1, 2009	51.00	1,530.00
October 1, 2009 through September 1, 2010	51.20	1,536.00
October 1, 2010 and After*	51.40	1,542.00

**including those employees retiring October 1, 2011 and later.*

(c) The monthly temporary benefit determined in (b) above shall be payable until age 62 and one month, or until the age at which the employee becomes or could have become eligible for a Federal Social Security benefit for disability or an unreduced Federal Social Security benefit for age. At such age the temporary benefit shall cease to be payable.

(d) An employee who is discharged for cause after such employee is eligible to retire at the employee's option under Section 2(a) of this Article II shall be entitled to the benefits provided under Section 4(a) of this Article II.

(e) The amount of any monthly pension benefit otherwise payable to the employee at retirement, or earlier commencement, will be reduced by the value of any past and future benefits paid or payable to any alternate payee(s) under a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p).

The Actuarial Value will be used to determine any amount to be paid to any such payee(s), if applicable, and the remaining benefit entitlement of the employee.

Section 5. Pension Benefits to Employee's Surviving Spouse

(a) In lieu of the monthly basic benefit otherwise payable, an employee who retires pursuant to the normal, early or total and permanent disability retirement provisions of this Article II, or who breaks seniority and is eligible for a deferred pension pursuant to the provisions of Section 2 of Article VII hereof, shall be deemed to have elected automatically a reduced amount of monthly basic benefit to provide that, if the designated spouse shall be living at the employee's death after such election shall have become effective, a survivor benefit shall immediately be payable to such spouse commencing on the first of the month following the employee's death and such survivor benefit shall be payable during the spouse's further lifetime. In the event (1) such spouse predeceases such employee, or (2) they are divorced by court decree and a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p) so provides, such employee may cancel the survivor benefit election and have the monthly basic pension benefit restored to the amount payable without such election, effective (i) the first day of the month following the month in which the Company receives evidence satisfactory to the Company of the spouse's death (for deaths on or after October 1, 1999, restoration of the monthly basic benefit will be effective the first day of the month following the date of the death upon receipt by the Company, of notice satisfactory to the Company, of the spouse's death), or (ii) the first day of the third month following the month in which the Company receives such employee's written revocation of the election because of divorce, on a form

approved by the Company and accompanied by such Qualified Domestic Relations Order and evidence satisfactory to the Company of a final decree of divorce.

The automatic election provided in this subsection (a) shall become effective on the later of (i) the commencement date of the employee's monthly pension benefit, (ii) the first day of the month following the month in which the employee attains age 55 (except that this item (ii) shall not apply to an employee with 30 or more years of credited service or to an employee who retires with benefits payable prior to age 55 pursuant to Section 2(b) of this Article II), or (iii) the one-year anniversary of the marriage.

An employee may prevent the automatic election provided in this subsection (a) during the 180-day period prior to the effective date of such automatic election as provided in the paragraph immediately above by executing a specific written rejection of such election, which includes the written consent of the employee's spouse that acknowledges the effect of the rejection, and that is witnessed by a notary public, on a form approved by the Company and filing it with the Company.

Information regarding this coverage is included in the summary plan description, which will be provided to each employee. Within a period of not greater than 180 days and not less than 30 days prior to the annuity starting date, each participant shall be provided a written explanation of: (i) the terms and conditions of the surviving spouse coverage; (ii) the participant's right to make and the effect of an election to waive the surviving spouse coverage; (iii) the rights of the participant's spouse; and (iv) the right to make and the effect of revocation of a previous selection to waive the surviving spouse coverage.

(b) The beneficiary of a survivor benefit election shall be only the person who is the employee's spouse at such time and who has been such spouse for at least one year immediately prior to the effective date of such election.

(c) A survivor benefit election shall be revoked automatically upon the death of the employee or the designated spouse, or both, prior to the effective date of the election.

(d) A survivor benefit election shall be irrevocable at and after its effective date if the employee and the designated spouse shall be living at such date, except as otherwise provided in Section 5(a) of this Article II.

(e) For an employee who makes a survivor benefit election pursuant to Section 8(g) or who is deemed to have made such election under this Section 5, the reduced amount of the monthly basic benefit referred to in (a) above shall be equal to an amount determined by multiplying the monthly basic benefit otherwise payable to the employee by 95% if the employee's age and the eligible spouse's age are the same; except that, in the case of an employee whose basic benefits are subject to redetermination at age 62 and one month the amount of reduction in the monthly basic benefit before such age for the survivor benefit election shall be based on the monthly basic benefit payable to such employee after age 62 and one month. Such percentage shall be increased by one-half of one percent (1/2%) (up to a maximum of 100%) for each 12 months in excess of five (5) years that the spouse's age exceeds the employee's age and shall be decreased by one-half of one percent (1/2%) for each 12 months in excess of five (5) years that the spouse's age is less than the employee's age.

(f) (1) The survivor benefit payable to the surviving spouse of a retired employee, or an employee who breaks seniority and is eligible for a deferred pension, who has completed an election or who is deemed to have made an election under this Section 5 and who dies after such election becomes effective, will be calculated as follows:

(i) for employees who retire or retired on or after November 1, 1976, or break seniority on or after October 1, 1999, the surviving spouse benefit shall be a monthly benefit for the further lifetime of such surviving spouse equal to 65% of the reduced amount of such employee's monthly basic benefit as determined in (e) above. This benefit, when combined with the benefit determined in (e) above, shall be the retired employee's qualified joint and survivor annuity benefit, which shall be the normal form of benefit for a married employee.

(ii) for employees who have retired and whose surviving spouse elections became effective on or after September 1, 1964, but prior to November 1, 1976, the surviving spouse benefit shall be a monthly benefit for the further lifetime of such surviving spouse equal to 60% of the reduced amount of such employee's monthly basic benefit.

(iii) for employees who have retired and whose surviving spouse elections became effective prior to September 1, 1964, the surviving spouse benefit shall be a monthly benefit for the further lifetime of such surviving spouse equal to 55% of the reduced amount of such employee's monthly basic benefit.

(2) Notwithstanding the foregoing provisions of Section 5(f)(1):

(i) surviving spouses of former employees receiving or eligible to receive deferred vested benefits who broke seniority prior to October 1, 1999 are not covered by this Article II, Section 5(f), and

(ii) surviving spouses of retirees who died prior to age 55 and who are receiving, or are eligible to receive, benefits in accordance with Article II, Section 10, are not covered by the provisions of this Article II, Section 5(f).

(3) Notwithstanding the above, the survivor benefit payable to the surviving spouse of an employee whose basic benefits are subject to redetermination at age 62 and one month pursuant to Section 4(a) of this Article II, shall be based on the monthly basic benefit payable to such employee after age 62 and one month.

(g) The surviving spouse of an employee:

(i) who dies on or after attaining age 65, or on or after attaining age 55 and after the employee is eligible to retire at the employee's option under Section 2(a)(1) or 2(a)(2) of this Article II, or at any age with 30 or more years of credited service, but before the first day of the month following the date on which the employee retires or before the commencement date of the employee's monthly pension in the case of an employee who retires and defers the receipt of the monthly pension, and

(ii) who, if the employee had retired at the date of death, would have been eligible for the election under subsection (a) of this Section 5, shall immediately be entitled to a monthly benefit during the spouse's lifetime, terminating with the last monthly payment before the spouse's death. The monthly benefit payable to the surviving spouse shall be the amount such spouse would have been entitled to receive under subsection

(f) of this Section 5, if the employee had retired on the date of death under Sections 1, 2(a)(1), 2(a)(2) or 2(a)(3), whichever is applicable, of this Article II with benefits commencing the first of the following month and had effectively made the election under subsection (a) of this Section 5.

(h) The death of an otherwise eligible employee who has:

(i) been on disability leave prior to being continuously and totally disabled for a period of five months, and whose death was directly or indirectly a result of the condition which gave rise to the disability leave of absence (for example, excluding death as a result of homicide, suicide, or accidental death), and who has applied prior to death for retirement under Section 3 of this Article II, except that, effective October 1, 1999, in the case of an occupational injury or disease incurred in the course of employment with the Company resulting in death, the leave of absence requirement shall not apply, or

(ii) retired under Section 3 of this Article II, occurring on or after attaining age 55, but before the first day of the month following the date of death, shall not disqualify an otherwise eligible surviving spouse from receiving a benefit hereunder.

(i) In no event may an election for survivor benefits be made or changed after the death of the employee.

Section 6. Supplements

(a) An employee who retires under Section 2 (other than an employee referred to in Section 4(d) of this Article II, unless the Company or an Impartial Umpire under an applicable collective bargaining agreement determines the discharge should not result

in the employee being ineligible for benefits under this Section 6), or Section 3 of this Article II, and who retires within five years of the last day worked for the Company will receive, in addition to the pension, certain supplements as set forth below:

(1) If the employee retires under Section 2 or Section 3 of this Article II with 30 or more years of credited service at the date of retirement, such employee shall be entitled to a monthly early retirement supplement until age 62 and one month in an amount which when added to the monthly pension under this Plan will equal the amount of total monthly benefit provided in the table set forth below, subject to subsequent provisions of this Section 6:

Retires With Benefits Payable Commencing	Total Monthly Benefit Rate For Determining Monthly Early Retirement Supplement Prior to Age 62 and One Month For Retirements With 30 or More Years of Credited Service			
	10-1-07 through 9-1-08	10-1-08 through 9-1-09	10-1-09 through 9-1-10	10-1-10 and After
October 1, 2007 and After*	\$ 3,140	\$ 3,150	\$ 3,160	\$ 3,170

**including those employees retiring October 1, 2011 and later.*

(2) If the employee retires at the employee's option after attaining age 55 with benefits payable commencing on or after October 1, 2011 with less than 30 years of credited service, such employee shall be entitled to a monthly interim supplement until the attainment of age 62 and one month equal to the amount provided immediately below for each year of credited service that such employee had at the date of retirement, subject to the provisions of (b), (e) and (g) of this Section 6:

Age at Retirement	Monthly Amount* and Effective Date of Interim Supplement Payable Prior to Age 62 and One Month for Each Year of Credited Service			
	Retires With Benefits Payable Commencing on or After October 1, 2007			
	10-1-07 through 9-1-08	10-1-08 through 9-1-09	10-1-09 through 9-1-10	10-1-10 and After**
	\$	\$	\$	\$
55	22.35	22.45	22.55	22.60
56	26.35	26.50	26.60	26.70
57	31.90	32.00	32.15	32.25
58	37.35	37.50	37.65	37.80
59	41.65	41.85	42.00	42.20
60	48.25	48.45	48.65	48.85
61	48.25	48.45	48.65	48.85

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

** including those employees retiring October 1, 2011 and later.

(b) The early retirement supplement under provision (a)(1) of this Section 6 for an employee who retires at the employee's option shall be calculated assuming that the basic pension commences immediately after retirement, and such early retirement supplement and the interim supplement under provision (a)(2) of this Section 6 shall be reduced for any month prior to age 62 and one month, for which the employee becomes or could have become eligible for a Federal Social Security benefit, by an amount equal to the amount of the temporary benefit to which the employee would have been entitled if retired under Section 2(b) of this Article II.

(c) The early retirement supplement under provision (a)(1) of this Section 6 for an employee who retires under Section 2(b) or Section 3 of this Article II shall be calculated on the assumption that the employee will receive a temporary benefit until age 62 and one month, even if such temporary benefit is not received by the employee until such age because of entitlement to Social Security Benefits.

(d) The early retirement supplement under provision (a)(1) of this Section 6 for an employee who does not prevent the automatic election of the surviving spouse coverage provided under Section 5 of this Article II shall be calculated on the basis of the monthly pension the employee would have received if the employee had prevented such automatic election.

(e) Any of the supplements to which an employee is entitled shall commence on the first day of the month following the date on which the employee retires and shall be payable monthly thereafter until and including the first day of the month in which the employee (1) dies, (2) has the pension cease for any other reason, (3) is reemployed by the Company, or attains age 62 and one month, whichever occurs first.

(f) If a retired employee has been receiving a pension under Section 3 of this Article II and has been receiving a supplement and, on the basis of medical evidence satisfactory to the Company, it is found that such employee is no longer totally and permanently disabled and seniority is restored, or if such employee is reemployed by the Company, such employee shall not thereby forfeit any right thereafter to receive a supplement if such employee thereafter retires under this Pension Plan.

(g) If the total of the employee's monthly pension under this Pension Plan and the monthly early retirement supplement or interim supplement receivable as computed above would exceed 70% of the employee's final base pay, such monthly supplement (but not the monthly pension) shall be reduced to the extent required so that such monthly pension plus the supplement will equal 70% of the employee's final base pay. For this purpose, an employee's final base pay shall mean $173 \frac{1}{3}$ times the employee's Base Hourly Rate as defined in Article X.

Section 7. Special Benefit

(a) A retired employee, or a surviving spouse, (i) age 65 or older, or (ii) under age 65 and enrolled in the voluntary "Medicare" coverage that is available under the Federal Social Security Act by making contributions (in either case excluding the spouse of a former employee who received a deferred vested pension benefit under Article VII of the Plan), who is receiving a monthly benefit under Article II of the Plan which commenced prior to October 1, 1979, subject to (d) below, shall receive a monthly special benefit equal to the lesser of the generally applicable Medicare Part B premium, or \$76.20 for months commencing on or after January 1, 2004.

(b) In no event shall such payment commence prior to the first day of the month following the earlier of (i) the month during which age 65 is attained, or (ii) receipt by the Company of application on a form provided for this purpose from an otherwise eligible individual under age 65; except that, with respect to an otherwise eligible individual under age 65, payment shall commence with the first month of such enrollment, but in no event prior to October 1, 1979.

(c) Not more than one such payment shall be made to any individual for any one month. No such payment shall be made to any individual under age 65 for any month such individual is not enrolled for such voluntary “Medicare” coverage. No such payment shall be made under this Plan to any individual who retires with benefits payable commencing on or after October 1, 1979.

(d) The special benefit payable to an individual who is not enrolled in “Medicare” Part B as of October 1, 1990, but who was receiving a special benefit, is limited to \$28.00 per month. Such an individual will become entitled to the schedule of payments in subsection (a) above, upon proof of enrollment in “Medicare” Part B. Thereafter, continued receipt of a special benefit will be contingent on maintenance of “Medicare” Part B enrollment.

(e) For an individual enrolled in “Medicare” Part B as of October 1, 1990, or who first becomes eligible for “Medicare” Part B on or after October 1, 1990, receipt of a special benefit on and after January 1, 1991 is contingent upon continued enrollment in “Medicare” Part B.

Section 8. Benefits for Employees Who Retired With Benefits Payable Commencing Prior to October 1, 2011

An employee who retired under Article II of the Plan with benefits payable commencing prior to October 1, 2011, or the eligible surviving spouse of such an employee, shall be entitled to the benefits, if any, under the Plan as it existed immediately prior to October 1, 2011.

(a) (1) Benefits payable to such retired employees or surviving spouses shall be equal to the benefits payable to the employee after age 65 based on the following table:

Retired With Benefits Payable Commencing	Class Code	Basic Benefit Rate Per Year of Credited Service For Months Commencing
		October 1, <u>2011</u> and After
Prior to October 1, 1984	N/A	\$ 28.50*
October 1, 1984 through September 1, 1985	A B C D	29.50 29.75 30.00 30.25
October 1, 1985 through September 1, 1986	A B C D	29.60 29.85 30.10 30.35
October 1, 1986 through September 1, 1987	A B C D	29.70 29.95 30.20 30.45
October 1, 1987 through September 1, 1988	A B C D	32.70 32.95 33.20 33.45
October 1, 1988 through September 1, 1989	A B C D	32.80 33.05 33.30 33.55
October 1, 1989 through September 1, 1990	A B C D	32.90 33.15 33.40 33.65

Retired With Benefits Payable Commencing	Class Code	Basic Benefit Rate Per Year of Credited Service For Months Commencing
		October 1, 2011 and After
October 1, 1990 through September 1, 1993	A	36.10
	B	36.35
	C	36.60
	D	36.85
October 1, 1993 through September 1, 1996	A	39.10
	B	39.35
	C	39.60
	D	39.85
October 1, 1996 through September 1, 1999	A	42.50
	B	42.75
	C	43.00
	D	43.25
October 1, 1999 through September 1, 2003	A	48.70
	B	48.95
	C	49.20
	D	49.45
October 1, 2003 through September 1, 2007	A	52.90
	B	53.15
	C	53.40
	D	53.65
October 1, 2007 through September 1, 2011	A	53.55
	B	53.80
	C	54.05
	D	54.30

* Including, if applicable, \$1.00 waived for election of a special survivor option.

(2) Benefits payable to employees retired on and after October 1, 1973, shall be based on the Benefit Class Code applicable to the employee, determined as though the maximum base hourly rate of the employee’s job classification had included the amount of any wage inequity adjustment made applicable to

such job classification on or after September 14, 1973, and prior to the employee's loss of seniority.

(3) If an employee whose monthly basic benefit otherwise would have been redetermined at age 62 attains age 62 on or after March 1, 1982, such redetermination shall be effective at age 62 and one month.

(b) Any temporary benefits payable to such retired employees until age 65 if retired with benefits payable commencing before March 1, 1974, or age 62 if retired with benefits payable commencing on or after March 1, 1974, or age 62 and one month for a retired employee who attains age 62 on or after March 1, 1982, or, in any case, if earlier, until the age at which the employee becomes or could have become eligible for a Federal Social Security benefit for disability or an unreduced Federal Social Security benefit for age shall be equal to the temporary benefits payable to the employee prior to such age 65 (or age 62 or age 62 and one month) or earlier age based on the following table:

Retired With Benefits Payable Commencing	Monthly Temporary Benefit Amount*	
	Per Year of Credited Service	Maximum
Prior to September 1, 1964	\$ 15.90	\$ 397.50
September 1, 1964 and prior to October 1, 1967	16.40	410.00
October 1, 1967 and prior to October 1, 1970	16.65	416.25
October 1, 1970 and prior to March 1, 1974	17.15	428.75
March 1, 1974 and prior to October 1, 1976	18.15	453.75
October 1, 1976 and prior to October 1, 1978	18.65	466.25
October 1, 1978 and prior to October 1, 1979	19.65	491.25
October 1, 1979 and prior to October 1, 1980	20.65	516.25
October 1, 1980 and prior to October 1, 1981	21.65	541.25
October 1, 1981 and prior to October 1, 1983	22.65	566.25

* *Benefit payable for months commencing October 1, 2011.*

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Retired With Benefits Payable Commencing	Monthly Temporary Benefit Amount*	
	Per Year of Credited Service	Maximum
January 1, 1983 and prior to October 1, 1985	\$ 22.65	\$ 679.50
October 1, 1985 and prior to October 1, 1986	23.65	709.50
October 1, 1986 and prior to October 1, 1987	24.65	739.50
October 1, 1987 and prior to October 1, 1988	24.85	745.50
October 1, 1988 and prior to October 1, 1989	25.95	778.50
October 1, 1989 and prior to October 1, 1990	27.05	811.50
October 1, 1990 and prior to October 1, 1991	29.40	882.00
October 1, 1991 and prior to October 1, 1992	31.60	948.00
October 1, 1992 and prior to October 1, 1993	33.70	1,011.00
October 1, 1993 and prior to October 1, 1994	34.40	1,032.00

* *Benefit payable for months commencing October 1, 2011.*

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Retired With Benefits Payable Commencing	Monthly Temporary Benefit Amount*	
	Per Year of Credited Service	Maximum
October 1, 1994 and prior to October 1, 1995	\$ 35.35	\$ 1,060.50
October 1, 1995 and prior to October 1, 1996	36.50	1,095.00
October 1, 1996 and prior to October 1, 1997	36.75	1,102.50
October 1, 1997 and prior to October 1, 1998	38.00	1,140.00
October 1, 1998 and prior to October 1, 1999	39.65	1,189.50
October 1, 1999 and prior to October 1, 2000	39.85	1,195.50
October 1, 2000 and prior to October 1, 2001	41.45	1,243.50
October 1, 2001 and prior to October 1, 2002	43.35	1,300.50
October 1, 2002 and prior to October 1, 2003	45.45	1,363.50
October 1, 2003 and prior to October 1, 2004	46.75	1,402.50

* *Benefit payable for months commencing October 1, 2011.*

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Retired With Benefits Payable Commencing	Monthly Temporary Benefit Amount*	
	Per Year of Credited Service	Maximum
October 1, 2004 and prior to October 1, 2005	\$ 48.05	\$ 1,441.50
October 1, 2005 and prior to October 1, 2006	49.50	1,485.00
October 1, 2006 and prior to October 1, 2007	50.80	1,524.00
October 1, 2007 and prior to October 1, 2008	50.80	1,524.00
October 1, 2008 and prior to October 1, 2009	51.00	1,530.00
October 1, 2009 and prior to October 1, 2010	51.20	1,536.00
October 1, 2010 and prior to October 1, 2011	51.40	1,542.00

* *Benefit payable for months commencing October 1, 2011.*

(c) (1) An employee who retired under Article II of this Plan with 30 or more years of credited service who is receiving a monthly early retirement supplement which commenced prior to October 1, 2011 shall receive an early retirement supplement, as follows:

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Retired With Benefits Payable Commencing	Payable to Age 62 and One Month
Prior to October 1, 1984	\$ 1,545.00
October 1, 1984 and prior to October 1, 1985	1,640.00
October 1, 1985 and prior to October 1, 1986	1,650.00
October 1, 1986 and prior to October 1, 1987	1,660.00
October 1, 1987 and prior to October 1, 1988	1,905.00
October 1, 1988 and prior to October 1, 1989	1,915.00
October 1, 1989 and prior to October 1, 1990	1,925.00
October 1, 1990 and prior to October 1, 1993	2,150.00
October 1, 1993 and prior to October 1, 1996	2,320.00
October 1, 1996 and prior to October 1, 1999	2,505.00
October 1, 1999 and prior to October 1, 2003	2,850.00
October 1, 2003 and prior to October 1, 2007	3,140.00
October 1, 2007 and prior to October 1, 2011	3,170.00

The amount of any monthly supplement payable to an employee who retired under Article II of the Plan with benefits commencing prior to October 1, 2011 shall be redetermined to the amount of supplement which would have been payable had the applicable benefit rates set forth in this Section 8 been in effect when such employee's benefits commenced. If such retired employee is entitled as of October 1, 2011 to receive Social Security benefits, and became so entitled before October 1, 2011, any increase in the temporary benefit provided in provision (b) of this Section 8 shall not be considered in redetermining the supplement until the retired employee ceases to be so entitled.

(2) An employee who retired under Article II of this Plan at the employee's option after attaining age 55 with less than 30 years of credited service who is receiving an interim supplement which commenced prior to October 1, 2011 shall receive, for months commencing on and after October 1, 2011, an interim supplement, as follows:

Age at Retirement	Monthly Amount* and Effective Date of Interim Supplement Payable Prior to Age 62 and One Month for Each Year of Credited Service	
	Retired With Benefits Payable Commencing	
	October 1, 2003 through September 1, 2007	October 1, 2007 through September 1, 2011
	\$	\$
55	22.35	22.60
56	26.35	26.70
57	31.90	32.25
58	37.35	37.80
59	41.65	42.20
60	48.25	48.85
61	48.25	48.85

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

(d) The survivor benefit payable to the surviving spouse of a retired employee who completed an election of the special survivor option first available in 1968 and who dies after such election becomes effective, shall be a monthly benefit for the further lifetime of such surviving spouse equal to \$14.10 for each year of credited service that such retired employee had at the date of retirement, with respect to benefits payable for any month commencing on or after October 1, 2007.

(e) An employee who retired under Article II of the Plan, or who is eligible for a deferred pension pursuant to the provisions of Section 2 of Article VII of the Plan, and who has surviving spouse coverage in effect but whose designated spouse predeceases the employee, may have the monthly basic pension benefit restored to the amount payable without such coverage, effective the first day of the month following the month in which the Company receives evidence satisfactory to the Company of the spouse's death (for deaths on or after October 1, 1999, restoration of the monthly basic benefit will be effective the first day of the month following the date of the death upon receipt by the Company, of notice satisfactory to the Company, of the spouse's death).

(f) In lieu of receiving a reduced amount of any increase in benefits otherwise payable under this Section 8 on or after April 1, 1971, in order to provide an increase in the amount of survivor benefit otherwise payable, an employee who retired under Article II of the Plan with benefits payable commencing prior to November 23, 1970, who is divorced by court decree and a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p) so provides, such employee may cancel the survivor benefit election with respect to increases in benefits on or after April 1, 1971

and have the monthly basic pension benefit restored to the amount payable without such election effective the first day of the third month following the month in which the Company receives such employee's written revocation on a form approved by the Company and accompanied by such Qualified Domestic Relations Order and evidence satisfactory to the Company of a final decree of divorce.

(g) An employee who retired or retires under Article II of the Plan with benefits payable commencing on or after January 1, 1962, who marries, or remarries, subsequent to the earliest date survivor benefit coverage is in effect pursuant to Sections 5(a) or 10(a), or was not in effect on such date solely because the retired employee was not then married, may elect, or re-elect, survivor benefit coverage. Any such coverage, and the benefits thereunder, shall be provided under the terms and conditions of the Plan in effect at the time of the employee's retirement. For elections effective January 1, 1997, and thereafter, such coverage shall become effective upon receipt by the Company of a completed election form but no earlier than the one year anniversary of the marriage. The applicable reduction in the retiree's pension benefit shall commence on the first day of the month following the one year anniversary date.

Notwithstanding the above, effective October 1, 2003 through December 31, 2009, a retiree who marries or remarries and adds such retiree's spouse to health care or life insurance coverage within 12 months of such marriage or remarriage will be deemed to have automatically elected surviving spouse coverage, effective with the one year anniversary of such marriage or remarriage and the applicable reduction in the retiree's benefit will commence, provided eligibility is met.

Beginning January 1, 2010, a retiree who marries or remarries and wishes to elect surviving spouse coverage, must contact the GM Benefits and Services Center directly within 18 months of such marriage or remarriage in order to elect such coverage. The applicable reduction in the retiree's benefit will commence effective with the one year anniversary of such marriage or remarriage, provided eligibility is met.

In no event, shall such election be effective if the retiree previously rejected survivor coverage.

A retiree may revoke coverage after the coverage is in place, but within 18 months of marriage, by submitting a completed Form HRP-60A including notarized spousal signature of consent. If such revocation is executed, the cost for the survivor coverage applied to the retiree's benefit for the applicable time period is not reimbursable.

After 18 months, the provisions outlined in Article II, Section 10(h) apply and coverage is irrevocable except for death of a spouse or divorce as provided in Article II, Section 5(a).

No election provided hereunder other than the automatic election described immediately above shall become effective under any circumstance for any retired employee whose completed election form is received by General Motors LLC after the retired employee has been married one year (18 months on or after October 1, 1996).

This subsection (g) also shall be applicable to an employee retired with benefits payable commencing on or after October 1, 2011.

(h) Monthly benefits payable under this Section 8 on and after October 1, 2011 shall not be limited by the 70% benefit limitation in Section 6(g) of this Article II.

Section 9. Employees Not Actively at Work

(a) The absence of an employee from active work at the time such employee would be eligible to retire under the Plan shall not preclude the employee's retirement without return to active work.

(b) In the case of an employee absent from work who dies while performing qualified military service (as defined under section 414(u) of the Code), such employee shall be treated as having returned to work the day before the date of death for the purpose of determining such employee's survivor benefit (if any).

Section 10. Joint and Survivor Coverage

(a) In lieu of the monthly basic benefit otherwise payable, an employee who retires pursuant to the provisions of Section 3 of this Article II who is under age 55 and has less than 30 years of credited service shall be deemed to have elected automatically a reduced amount of monthly basic benefit, up to and including the month in which the retired employee dies or attains age 55, whichever occurs first, and a monthly survivor's benefit, beginning on the first day of the month after the retired employee would have reached age 55 shall be payable to the designated spouse during the further lifetime of the spouse.

(b) This automatic election shall be deemed to have been made at the time the employee shall apply or shall have applied for a disability pension benefit (with the election being effective the first day of the month for which the first benefit under the Plan is payable).

(c) The automatic election provided in this Section 10 shall be applicable only with respect to a spouse to whom the employee is married on the date of such election and only if the retired employee and the spouse shall have been married throughout the one-year period ending on the date of the retired employee's death.

(d) An employee may prevent the automatic election provided in this Section 10 during the 180 day period prior to the effective date as set forth in subsection (b) of this Section 10, by specific written rejection which includes the written consent of the spouse that acknowledges the effect of the rejection and that is witnessed by a notary public on a form approved by General Motors LLC.

(e) In any event, the election shall automatically be canceled:

(i) if the employee's disability retirement status terminates other than by death prior to the first day of the month after the retired employee attains age 55, or

(ii) if the retired employee survives on a disability retirement status until the first day of the month after the attainment of age 55, at which time the coverage described in Section 5 of this Article II becomes applicable.

(f) The amount of the monthly basic benefit payable to an employee deemed to have made the election provided hereunder shall be determined by reducing actuarially the amount of such benefit for the cost of the survivor benefit payable in the event of the retired employee's death before the first of the month following the attainment of age 55. The

actuarial reduction shall be based on the age of the retired employee and the spouse (the age of each being determined as their age at the birthday nearer the date on which the benefits commence) and shall reflect the higher mortality associated with being disabled. Reduction factors at selected ages for disability survivor coverage before age 55 are set forth in the following table:

Age of Employee When Benefits Commence	Age Difference Between Disabled Employee and Spouse				
	Spouse Is:				
	10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
	%	%	%	%	%
30	8.6	8.1	7.5	6.7	5.9
35	10.4	9.9	9.2	8.3	7.2
40	12.5	11.8	11.0	10.0	8.8
45	14.3	13.5	12.7	11.6	10.3
50	13.9	13.2	12.4	11.4	10.2
51	13.1	12.5	11.7	10.8	9.7
52	10.4	9.9	9.3	8.6	7.7
53	3.4	3.2	3.0	2.8	2.5
54	3.4	3.3	3.1	2.8	2.5

NOTE: Actuarial reduction factors for ages not shown will be calculated on the same basis as the factors shown.

(g) The amount of the monthly benefit payable to the surviving spouse of a retired employee deemed to have made the election specified hereunder shall be 50% of the amount of the monthly basic benefit payable to the retired employee after the reduction provided in subsection (f) of this Section 10.

(h) Anything in the Plan to the contrary notwithstanding, if the designated spouse of a retired employee deemed to have made the election provided hereunder (1) shall predecease such retired employee,

or (2) they are divorced by court decree and a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p) so provides, such employee may cancel the survivor benefit election and the monthly basic benefit of such retired employee shall be restored to the amount payable without such election, effective (aa) the first day of the month following the month in which the Company receives evidence satisfactory to the Company of the spouse's death (for deaths on and after October 1, 1999, restoration of the monthly basic benefit will be effective the first day of the month following the date of the death upon receipt by the Company, of notice satisfactory to the Company, of the spouse's death), or (bb) the first day of the third month following the month in which the Company receives such employee's written revocation of the election because of divorce, on a form approved by the Company, and accompanied by evidence satisfactory to the Company, of a final decree of divorce.

(i) No benefit shall be payable under this Section 10 for any month for which benefits are payable under Article II, Section 5(h) or Section 11 of this Plan.

(j) Information regarding this coverage is included in the summary plan description, which will be provided to each employee. Within a period of not greater than 180 days and not less than 30 days prior to the annuity starting date, each participant shall be provided a written explanation of: (i) the terms and conditions of the surviving spouse coverage; (ii) the participant's right to make and the effect of an election to waive the surviving spouse coverage; (iii) the rights of the participant's spouse; and (iv) the right to make and the effect of a revocation of a previous selection to waive the surviving spouse coverage.

(k) In no event may an election for survivor benefits be made or changed after the death of the employee.

Section 11. Pre-Retirement Survivor Coverage to Comply With the Retirement Equity Act of 1984

(a) An employee who:

(i) has either 5 or more years of credited service, or 5 years of “service” as provided under Article III, Section 5, or

(ii) breaks seniority on or after October 1, 2019 and who is eligible for a deferred pension under Article VII, Section 2, and in either case is not eligible for the survivor benefit coverage provided under Section 5 of this Article II, shall have the pre-retirement survivor coverage described herein.

Such coverage shall remain in full force and effect until the date on which the employee or former employee becomes eligible for the survivor benefit coverage provided under Article II, Section 5, at which time the pre-retirement survivor coverage described herein shall cease to be effective.

In the event the employee or former employee predeceases the designated spouse while the pre-retirement survivor coverage provided hereunder is in effect, the designated spouse shall be eligible, during the further lifetime of such spouse, for a monthly benefit commencing on the first of the month following the month in which the employee or former employee would have become eligible to retire at the option of the employee.

The amount of any such monthly survivor benefit shall be determined by the basic benefit rate in effect for the employee on the date of death of such employee, or the date seniority broke for a former employee.

(b) The survivor coverage provided hereunder for an employee or former employee shall be effective on the date the employee or former employee attains 5 years of credited service or “service” as provided under Article III, Section 5.

(c) The survivor coverage provided hereunder shall be effective with respect to a spouse to whom the employee or former employee is married, but only if the couple shall have been married throughout the one-year period ending on the date of the employee’s or former employee’s death.

(d) Subsections (b) and (c) notwithstanding, if an employee or former employee marries or remarries, such coverage shall be in effect in favor of the spouse upon such marriage or remarriage, unless, in the case of remarriage, a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p) requires such coverage to remain in effect for the former spouse. The effective date of any such coverage shall be in accordance with subsection (c) of this Section 11.

(e) The coverage provided hereunder shall be canceled automatically on the date when any employee or former employee becomes eligible for the survivor coverage provided under the provisions of Article II, Section 5 of the Plan.

(f) The monthly benefit amount payable hereunder to any eligible surviving spouse shall be 50% of the monthly amount of the basic benefit as determined in Article VII, Section 2(b) otherwise

payable at the (i) date of death to the employee, or (ii) date seniority broke for a former employee, after any reduction provided in Section 2(c) of Article VII.

(g) No benefit shall be payable under this Section 11 for any month for which benefits are payable under Article II, Section 5 or Section 10 of this Plan.

(h) Information regarding the coverage provided hereunder is included in the summary plan description, which will be provided to each employee covered by the Pension Plan, in accordance with The Employee Retirement Income Security Act (ERISA).

(i) The pre-retirement survivor coverage provided hereunder will apply to eligible employees and former employees separated from service:

(1) whose last day worked for General Motors LLC was on or after October 1, 1976, and

(2) who have entitlement to but have not commenced receipt of deferred vested benefits, and

(3) who were alive as of August 23, 1984.

Section 12. Contingent Annuitant Option

(a) Effective April 1, 2004, in lieu of the monthly basic benefit otherwise payable, an employee who retires pursuant to the normal or early provisions of this Article II may elect to receive during the employee's lifetime a reduced amount of monthly basic benefit in order to provide for a survivor benefit to be payable to a contingent annuitant who may be any person designated by the employee provided the employee's election has become effective and the contingent annuitant is living at the employee's death.

The survivor benefit is payable during the further lifetime of such contingent annuitant; provided that the employee completes the election on a form approved by the Company and files it with the Company not more than one hundred eighty (180) days and not less than thirty (30) days prior to the Annuity Start Date.

If married and the designated contingent annuitant is the employee's spouse, the employee may elect a qualified optional survivor annuity equal to a 75% Contingent Annuitant Option utilizing the factors in the Rate Table set forth below in subsection (d). Spousal consent is required for the employee to waive the qualified joint and survivor annuity under Art. II, 5(f)(1)(i) above and elect this payment option. Within 180 days but not less than 30 days prior to the annuity starting date, each employee shall be provided a written explanation of: (i) the terms and conditions of the qualified joint and survivor annuity coverage; (ii) the right to make and the effect of an election to waive the qualified joint and survivor annuity coverage; (iii) the rights of the employee's spouse; and (iv) the right to make and the effect of revocation of a previous selection to waive the qualified joint and survivor annuity coverage.

If married, the written consent of the spouse that identifies the contingent annuitant, acknowledges the effect of the election, and that is witnessed by a notary public, on a form approved for this purpose by the Company and filed with the Company, will be required. The written consent of the spouse is limited to a benefit for the designated contingent annuitant only.

(b) The option shall be revoked automatically upon the death of the employee or the designated contingent annuitant, or both, prior to the effective date of the election.

(c) Once the option has become effective it cannot be rescinded except for an employee who is not married at retirement and designates a contingent annuitant and subsequently marries. In such case the contingent annuitant option may be rescinded with the submission of evidence, satisfactory to the Company, of the good health of the contingent annuitant and the employee, in conjunction with the employee's election for surviving spouse benefits under Article II, Section 5.

(d) The amount of monthly basic benefit payable to such contingent annuitant if such contingent annuitant is living at the death of the employee shall equal any amount, in 5% increments, up to and including 100% of the employee's reduced monthly basic benefit except that in the case of an employee whose monthly basic benefit is subject to redetermination at age 62 and one month, the amount of reduction in the monthly basic benefit before such age for the survivor benefit election shall be based on the monthly basic benefit payable to such employee after age 62 and one month and the basic benefit payable to the contingent annuitant shall be based on the monthly basic benefit payable to such employee after age 62 and one month.

Benefits payable to the contingent annuitant shall be increased to the extent necessary to provide the monthly contingent annuitant benefit equal to the benefit which would have been payable to the contingent annuitant had the basic benefit payable to the employee after age 65 been based on the table in Article II, Section 8(a)(1).

The amount of the employee's reduced monthly benefit shall be determined so that the Actuarial Value of the reduced amount of monthly benefit payable to

the employee and the Actuarial Value of the amount of monthly benefit to be continued to the designated contingent annuitant is as follows:

Contingent Annuitant Option Rate Table			
Full Years Contingent Annuitant is Older (+) or Younger (-) Than Employee*	Factors to Convert Employee's Monthly Basic Benefit to Contingent Annuitant Option for Indicated Percentage** Payable to Contingent Annuitant		
	100%	75%	50%
+20	95.50	96.00	100.00
+19	95.00	95.50	99.50
+18	94.50	95.00	99.00
+17	94.00	94.50	98.50
+16	93.50	94.00	98.00
+15	93.00	93.50	97.50
+14	92.50	93.00	97.00
+13	92.00	92.50	96.50
+12	91.50	92.00	96.00
+11	91.00	91.50	95.50
+10	90.50	91.00	95.00
+ 9	89.75	90.50	94.50

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Contingent Annuitant Option Rate Table			
Full Years Contingent Annuitant is Older (+) or Younger (-) Than Employee*	Factors to Convert Employee's Monthly Basic Benefit to Contingent Annuitant Option for Indicated Percentage** Payable to Contingent Annuitant		
	100%	75%	50%
+ 8	89.00	90.00	94.00
+ 7	88.25	89.50	93.50
+ 6	87.50	89.00	93.00
+ 5	86.75	88.50	92.50
+ 4	86.00	88.00	92.00
+ 3	85.25	87.50	91.50
+ 2	84.50	87.00	91.00
+ 1	83.75	86.50	90.50
0	83.00	86.00	90.00
- 1	82.25	85.50	89.50
- 2	81.50	85.00	89.00
- 3	80.75	84.50	88.50
- 4	80.00	84.00	88.00
- 5	79.25	83.50	87.50
- 6	78.50	83.00	87.00
- 7	77.75	82.50	86.50
- 8	77.00	82.00	86.00
- 9	76.25	81.50	85.50
- 10	75.50	81.00	85.00
- 11	75.00	80.50	84.50
- 12	74.50	80.00	84.00
- 13	74.00	79.50	83.50
- 14	73.50	79.00	83.00
- 15	73.00	78.50	82.50
- 16	72.50	78.00	82.00
- 17	72.00	77.50	81.50
- 18	71.50	77.00	81.00
- 19	71.00	76.50	80.50
- 20	70.50	76.00	80.00

* Actuarial reduction factors not shown will be calculated on the same basis as the factors shown

** Other percentage levels, in 5% increments, may be elected

Notwithstanding any of the above, where the contingent annuitant is other than the employee's spouse, the Actuarial Value of the benefit payable to the employee as of the employee's actual retirement date must be more than 50% of the Actuarial Value of the benefit payable to the employee and the employee's contingent annuitant.

(e) Effective October 1, 2008, an employee who retires pursuant to the Total and Permanent Disability retirement provisions of this Article II, or who breaks seniority and is eligible for a deferred pension pursuant to the provisions of Section 2 of Article VII hereof, will be eligible to make an irrevocable election upon retirement for the 75% Contingent Annuitant Option rate only under subsection (d) above, payable to the contingent annuitant. The amounts payable under this subsection (e) shall not be subject to any subsequent redetermination.

Section 13. Ineligibility for Pension Increases

Notwithstanding any other provision of this Article II, if a participant has an overpayment under the Life and Disability Benefits Program they shall be eligible for only 50% of the amount of any otherwise applicable increase to their monthly basic pension benefit in effect on or after October 1, 2007. Any such reduction shall not serve to increase any benefit otherwise payable. In any given year, the amount of the reduced basic benefit increase will be determined by multiplying the amount of basic benefit increase a similarly situated retiree without an overpayment receives, by 50%. This provision will not reduce a basic benefit increase already in pay status.

When the total accumulated difference in the monthly basic benefit payable to a retiree described above and the monthly basic benefit payable to a similarly

situated retiree without any overpayment is equal to a retiree's outstanding overpayment, the retiree's monthly basic benefit will increase, on a prospective basis only, to the same basic benefit as the similarly situated retiree with no overpayment would receive.

Upon the death of a participant with a monthly basic benefit which is reduced pursuant to these provisions, any surviving spouse benefit payable will be calculated as if no such reduction was in place.

ARTICLE III CREDITED SERVICE

Section 1. Credited Service Subsequent to October 1, 1950

(a) (1) Credited service shall be computed for each calendar year for each employee on the basis of total hours compensated by any plant or Division of General Motors LLC during such calendar year while the employee has unbroken seniority. For purposes of this Article III, Section 1, effective October 1, 1996, seniority shall mean longest unbroken plant seniority, or Corporate seniority, if greater. Any calendar year in which the employee has 1700 or more compensated hours shall be counted a full calendar year. Where the employee's total hours compensated during a calendar year are less than 1700 hours, a proportionate credit shall be given to the nearest 1/10 of a year.

(2) For the purpose of computing credited service, hours of pay at premium rate shall be computed as straight time hours.

(b) For the purpose of computing compensated hours under subsection (a) of this Section 1:

(1) An employee with seniority on or after January 1, 1968 who is absent from work during any calendar year thereafter because of layoff or while on a General Motors LLC approved sick leave, shall be credited with 40 hours for each complete calendar week of such absence during such year in addition to any other hours credited, provided that such employee shall have received pay from General Motors LLC during that year for at least 170 hours, and provided further that if such absence commences in calendar year 1970 or later, and such layoff or sick leave continues into the following year, the employee shall be credited with 40 hours, hereinafter referred to as “bank hours”, for each complete calendar week of absence in the following year, not to exceed 1530 “bank hours” of credit for all such absence related to receipt of such pay from the Company in the first year.

An employee who is recalled from permanent layoff and returns to work on or after October 1, 1984 shall become eligible for the 1530 “bank hours” of credit hereunder, applicable during a sick leave or layoff, on the later of: (1) receipt of pay from the Company for at least 170 hours, or (2) the day next following the 12th week of pay from one or more GM plants within a calendar year. If the employee receives pay from the Company for 170 or more hours prior to the 12th week in (2) immediately above, the employee shall become eligible for “bank hours” equal to the number of hours worked since recall, plus any “bank hours” to which the employee was entitled immediately before such return to work, but in no case to exceed 1530 “bank hours”.

An employee who returns to work on or after October 1, 1979 and receives pay for a period of less than 170 hours and who thereafter returns to such layoff or sick leave, shall not be disqualified, solely

because of the receipt of such pay, from receiving any such credit for which the employee otherwise would be eligible hereunder. For the purposes of this subsection only, an employee who is laid off subsequent to October 1, 1979 and whose first day of absence due to such layoff is the first regularly scheduled work day in the January next following the last day worked shall be deemed to have been laid off on December 31 of the year in which the employee last worked. A part-time employee shall be credited for any week of such absence in the same percentage relationship as such employee's regular part-time schedule is to 40 hours.

An employee who (i) is at work on or after March 1, 1982; (ii) has 10 or more years of seniority at time of layoff commencing on or after March 1, 1982; (iii) while on such layoff has received the maximum of 1530 "bank hours" of credit for periods of absence due to layoff or Company approved sick leave in accordance with the preceding paragraph of this Section 1(b)(1); and (iv) continues thereafter to be absent due to such layoff shall be credited with 40 "bank hours" for each complete calendar week of absence due to such layoff up to a maximum of 1700 hours of credit.

(2) An employee who is absent from work because of occupational injury or disease incurred in the course of such employee's employment with the Company, and on account of such absence receives Workers Compensation while on Company approved leave of absence shall be credited with 40 hours for each complete calendar week of such absence after September 1, 1961.

(c) Any salaried employee transferred to an hourly-rate job on or before December 31, 2006 who thereby becomes an employee covered by the Plan shall have credited to the nearest 1/10 year any Part

A credited service the employee had as of the date of such transfer under the GM Retirement Program for Salaried Employees, currently referred to as the General Motors Salaried Retirement Program.

(d) If an employee who retired is rehired, such employee may accumulate additional credited service by reason of such reemployment.

(e) For the purpose of computing compensated hours under subsection (a) of this Section 1:

(1) An employee who after October 1, 1950 and prior to June 1, 1955 was absent from work because such employee entered into active service in the armed forces of the United States and who was given a Company approved leave of absence for such period shall be credited with the number of hours that the employee would have been scheduled to work during such absence.

(2) An employee, who on or after June 1, 1955 was or is absent from work to enter into (or remain in) active service in the armed forces of the United States and for that reason was or is given a General Motors LLC approved leave of absence, shall be credited with 40 hours for each complete calendar week while on such leave; provided, however, that credited service based on such hours shall not exceed five years (including credited service, if any, granted under subsection (e)(1) of this Section 1), or such longer period during which the employee has reemployment rights pursuant to any Federal law, and provided, further, that the employee is reemployed in accordance with the terms of such leave of absence or, if reemployed by General Motors LLC at a location other than the location from which the leave was granted, within 90 days from the date of discharge

from the armed forces. In the event the employee shall die while in active service in the armed forces of the United States, (i) such employee shall be deemed to be reemployed on the day preceding death and terminated employment on the actual date of death, and (ii) the survivors of the employee shall be entitled to any additional benefits that would have been provided under the Plan had the employee resumed employment on the day preceding death and to have terminated employment on account of death.

(f) Any employee hired prior to January 1, 2007 on an hourly-rate job who has Part A credited service under the GM Salaried Retirement Plan but who is not vested or who has lost credited service under the GM Salaried Retirement Program, shall, upon making proper application, have such service accrued prior to January 1, 2007 credited to the nearest 1/10 year; provided that the employee acquires or acquired seniority following the loss of such credited service.

(g) If a former salaried employee who is entitled to a deferred retirement benefit under Part A of the GM Salaried Retirement Program is reemployed by General Motors LLC prior to January 1, 2007 and acquires seniority prior to the commencement of such deferred retirement benefit, such employee shall, upon making proper application, have reinstated, in lieu of the deferred retirement benefit, the credited service lost at the time the employee became entitled to such deferred retirement benefit.

(h) An employee with at least five years of seniority:

(1) on January 1, 1968 who was absent from work because of layoff during any calendar year after December 31, 1955 and before January 1, 1963, or

(2) on December 10, 1973 who was absent from work because of layoff during any calendar year after December 31, 1950 and before January 1, 1956, or

(3) on October 1, 1979 who was absent from work because of layoff during any calendar year after December 31, 1962 and before January 1, 1968, or

(4) on October 1, 1984 who was absent from work because of layoff during any calendar year after December 31, 1978 and before January 1, 1984, or

(5) on October 1, 1993 who was absent from work because of layoff during any calendar year after December 31, 1973 and before January 1, 1977, or

(6) on October 1, 1996 who was absent from work because of layoff during any calendar year after December 31, 1983 and before January 1, 1986, or

(7) on October 1, 1999 who was absent from work because of layoff during any calendar year after December 31, 1978 and before January 1, 1984, or

(8) on October 1, 2003 who was absent from work because of layoff during any calendar year after December 31, 1986 and before January 1, 1990,

shall be credited with 40 hours for each complete calendar week of such absence, not previously credited under this Section 1, during which the employee had seniority multiplied by a percentage as set forth in the following table:

Employee's Seniority on January 1, 1968 in the Case of (1) Above or December 10, 1973 in the Case of (2) Above or October 1, 1979 in the Case of (3) Above or October 1, 1984 in the Case of (4) Above or October 1, 1993 in the Case of (5) Above or October 1, 1996 in the Case of (6) Above or October 1, 1999 in the Case of (7) Above or October 1, 2003 in the Case of (8) Above	%
20 years or more	100
15 years but less than 20 years	75
10 years but less than 15 years	50
5 years but less than 10 years	25

provided that the employee makes proper application.

(i) In no event shall any employee be credited with more than 1700 hours, including compensated hours, in any calendar year. No employee shall be credited with any service after retirement. There shall be no duplication of credited service under the Plan. Not more than one year of credited service shall be credited to any employee in any calendar year, except as otherwise provided in Section 4 of this Article III with respect to foundry service.

(j) Notwithstanding any other Section of this Article III, in the case of an employee who shall retire on or after October 1, 1987, the employee's credited service for the period before January 1, 1966

shall not be less than the employee's seniority as of December 31, 1965 as determined under the Collective Bargaining Agreement.

(k) Notwithstanding any other Section of this Article III, in the case of an employee who shall retire on or after October 1, 2007, the employee's credited service for the period prior to January 1, 1996 shall not be less than the employee's seniority as of December 31, 1995.

Section 2. Loss of Credited Service

Subject to the provisions of Article III, Section 5, and Article VII, Section 2, an employee will lose all credited service for purposes of this Plan:

- (a) if the employee quits,
- (b) if the employee is discharged or released,
- (c) if the employee's seniority is broken for any other reason.

Section 3. Reinstatement of Credited Service

(a) Any employee with seniority on or after October 1, 2019 who breaks seniority and thereby loses or has lost credited service under Section 2 of this Article III and then is or was later reemployed by any plant or Division of General Motors LLC shall have, upon making proper application, such credited service reinstated provided the employee subsequently acquires or acquired seniority.

(b) Any employee retired under the provisions of this Plan who subsequently has seniority reinstated, will have credited service at the time of retirement reinstated.

Section 4. Foundry Service

An employee with seniority on or after October 1, 2019 who at retirement has over 10 years of credited service which such employee accrued while employed on certain foundry job classifications as set forth in Appendix B, shall receive additional credited service related thereto. Total credited service for any such employee who retires with benefits payable commencing on or after October 1, 1975 shall be the sum of (i) credited service otherwise credited to the employee, and (ii) any such additional credited service which shall be credited to the employee in accordance with the following table:

Years of Credited Service Credited on Foundry Jobs	Additional Credited Service
For years 1 through 10	0
For years 10.1 through 25	33-1/3%
For years over 25	20%

If any such employee is continuously employed exclusively on such foundry jobs in a calendar year, such additional credited service shall apply to any credited service otherwise credited to the employee for such year. If any such employee (i) is not continuously employed in a calendar year, or (ii) is employed on other than such foundry jobs in such year, such additional credited service shall apply to any credited service otherwise credited to the employee for such year in accordance with the following table:

If Credited Service Otherwise Credited to Employee For Calendar Year is	Additional Credited Service Applies to Such Year Only if Employee Spent Following Minimum Number of Complete Calendar Weeks on Foundry Jobs During Such Year
1.0 (year)	26
.9	23
.8	21
.7	18
.6	16
.5	13
.4	10
.3	8
.2	5
.1	3

No additional credited service shall be granted for any calendar year in which any such employee spends less than the minimum required number of complete calendar weeks on such foundry jobs, as indicated above.

If any such employee is on such foundry job at the commencement of a layoff or approved leave of absence, such additional credited service shall apply to any credited service otherwise credited to the employee while on such layoff or approved leave of absence.

Section 5. Hours, Years and Breaks in Service to Comply With The Employee Retirement Income Security Act of 1974

(a) An employee who breaks seniority on or after October 1, 1976 who would be eligible for a deferred pension under Article VII, Section 2, except solely for the fact that the employee does not have at least 5 years of credited service under the foregoing Sections of this Article III, shall be eligible for a deferred pension under the provisions of Article VII, Section 2 if, at the time the employee breaks seniority, such employee has 5 years of service solely as determined under this Section 5.

(b) The monthly amount of any such deferred pension shall be based solely on the credited service that the employee had under the foregoing Sections of this Article III when the employee broke seniority.

(c) No employee shall be eligible to be covered under this Section 5 until such employee (i) attains age 21, or (ii) completes 1 year of service under this Section 5, whichever is later. Rehired employees shall participate immediately.

(d) An employee shall complete 1 year of service when such employee completes 750 hours of service in the 12 consecutive month period beginning with the employment commencement date. If an employee fails to complete 750 hours of service in such period, such employee shall complete 1 year of service in the first 12 consecutive month period thereafter in which the employee completes 750 hours of service, measured from each succeeding anniversary of the employment commencement date. Thereafter, an employee shall complete 1 year of service during each 12 consecutive month period in which such employee completes

750 hours of service, measured from the anniversary of the employment commencement date. A year of service under this Section 5 shall include service (i) with affiliated group members accrued subsequent to acquisition, (ii) rendered to the Company as a former leased employee (but only upon employee application, supported by substantiation satisfactory to the Company of such service), and (iii) rendered to the Company as a salaried employee in accordance with I.R.C. Section 414(b), (c), (m), (n), and (o).

(e) An employee who satisfies the eligibility requirements of Section 5(c), and who is otherwise entitled to participate in the Plan, shall commence participation in this Plan under this Section 5 if the employee satisfied such requirements (i) between April 1 and September 30; on the first day of the plan year beginning after the date on which such requirements are satisfied, or (ii) between October 1 and March 31; on the first day of the plan year that includes the date such requirements are satisfied, but in no event shall any employee participate hereunder if such employee breaks seniority prior to such commencement date.

(f) An employee shall complete an hour of service under this Section 5 for each hour worked, and also including:

(1) Any hour for which the employee is paid or entitled to payment for the performance of duties;

(2) Any hour for which the employee is paid or entitled to payment on account of a period of time during which no duties are performed;

(3) Each hour for which back pay (irrespective of mitigation of damages) is either awarded or agreed to by the Company;

(4) Each hour of the normally scheduled work hours during any period the employee is on any leave of absence from work for military service with the Armed Forces of the United States, but not to exceed the period required under the law pertaining to veterans' re-employment rights; provided, however, if the employee fails to report for work at the end of such leave during the period in which the employee has re-employment rights, the employee shall not receive credit for hours on such leave.

Notwithstanding the foregoing, (i) no more than 501 hours of service shall be credited to an employee on account of any single continuous period during which the employee performs no duties (whether or not such period occurs in a single computation period), and (ii) an employee shall not complete an hour of service for a payment which solely reimburses an employee for medically related expenses incurred by the employee.

There shall be no duplication of credit for hours under (1), (2), (3) or (4) above. All such hours shall be determined in accordance with reasonable standards and policies. Labor Regulations 29 C.F.R. Sections 2530.200b-2(b) and (c) are incorporated by reference.

(g) Solely for purposes of determining years of service for vesting under this Plan, all of the employee's years of service shall be taken into account except the following: (i) years of service before age 18 (age 22 prior to October 1, 1985); (ii) years of service before January 1, 1971, unless the employee has at least 3 years of service after December 31, 1970; (iii) years of service prior to any 1-year break in service as defined herein, until the employee completes a year of service after such break; (iv) for non-vested participants under this section, years of service prior to any 1-year break in service if the number of such

consecutive breaks equals or exceeds the aggregate number of years of service prior to such break, for a non-vested participant at work on or after October 1, 1985, years of service prior to any 1-year break in service if the number of such consecutive breaks equals or exceeds the greater of 5, or the aggregate number of years of service prior to such break (such aggregate number of years of service before such break shall not include any years of service not required to be taken into account under this Section 5 by reason of any prior break in service); (v) years of service before October 1, 1976, if such service would have been disregarded under rules of the Plan as in effect on October 1, 1976, regarding breaks in service; and (vi) any year in which the employee completes less than 750 hours of service.

(h) An employee shall incur a 1-year break in service under this Section 5 in any 12 consecutive month period during which the employee does not complete more than 375 hours of service, measured from the anniversary of the employment commencement date. Solely for purposes of determining whether an employee has incurred such 1-year break in service, in addition to hours worked which are paid by General Motors LLC, any hours which an employee does not work but for which such employee is paid by General Motors LLC for vacation, sickness or disability, or is entitled to be so paid, directly or indirectly, shall be taken into consideration. For any absence from work commencing on or after October 1, 1985 by reason of pregnancy of the individual, childbirth, placement of a child related to an adoption, or for child care purposes immediately following such birth or placement or for any absence from work commencing on or after October 1, 1993 for which the employee is entitled to a leave under the Family and Medical Leave Act of 1993, the employee shall be credited with the hours of work for which such employee otherwise would have been

scheduled, or, if unable to determine such scheduled hours, 8 hours for each work day of such absence, not to exceed a total of 501 hours for any such absence. Such hours shall be credited in the year in which the absence commences if necessary to prevent incurring a 1-year break in service, otherwise such hours shall be credited in the immediately following year.

(i) Accrued benefits shall be credited under the Plan in a manner that satisfies the requirements of Section 411(b)(1)(B) of the Code.

Section 6. Asbestos Service

An employee with seniority on or after October 1, 1996 who at retirement has over 10 years of credited service which was accrued while employed on certain asbestos job classifications as set forth in Appendix C, shall receive additional credited service related thereto in the same manner as set forth in Section 4 of this Article III. Such additional credited service shall be accrued when earned and in no event will any such additional credited service be provided pursuant to this section which would result in duplication of such service.

ARTICLE IV

REDETERMINATIONS ON ACCOUNT OF SOCIAL LEGISLATION

Section 1. Redeterminations for Federal Social Security Benefits for Age or Disability

(a) The benefits payable for age or disability under the Federal Social Security Act, as amended, as now in effect, or as hereafter amended, which are

referred to in the determination of pensions under Article II shall be included in such determination even though the employee either does not apply for, or loses part or all of such payments through delay in applying for them, by entering into covered employment, or otherwise.

(b) Old age benefit payments or disability benefit payments, other than those payable on a basis of “need” or because of military service, under any future federal legislation, amending, superseding, supplementing, or incorporating the Federal Social Security Act, as amended, or benefits provided therein, shall be considered as benefits for age or disability under the Federal Social Security Act for the purposes of the Plan.

(c) If an employee is eligible for a Federal Social Security benefit for disability or an unreduced Federal Social Security benefit for age at the time of retirement or thereafter, such employee shall provide General Motors LLC with evidence of the effective date of entitlement to such benefit.

Section 2. Deductions for Workers Compensation

In determining the monthly benefits payable under this Plan, a deduction shall be made unless prohibited by law, equivalent to all or any part of Workers Compensation (including compromise or redemption settlements) payable to such employee by reason of any law of the United States, or any political subdivision thereof, which has been or shall be enacted, provided that such deductions shall be to the extent that such Workers Compensation has been provided by premiums, taxes or other payments paid by or at the expense of the Company, except that no deduction shall be made for the following:

(a) Workers Compensation payments specifically allocated for hospitalization or medical expense, fixed statutory payments for the loss of any bodily member, or 100% loss of use of any bodily member, or payments for loss of industrial vision.

(b) Compromise or redemption settlements payable prior to the date monthly pension benefits first become payable.

(c) Workers Compensation payments paid under a claim filed not later than two years after the breaking of seniority.

ARTICLE V

FINANCING

Section 1. Trust Fund

The Company or the Named Fiduciary for purposes of investment of Plan assets shall execute a trust agreement with a trustee or trustees selected by the Company to manage and operate the pension fund and to receive, hold and disburse such contributions, interest and other income as may be necessary to pay such of the pensions and supplements or portions thereof under this Plan as are not provided for by an insured fund. The Company or the Named Fiduciary for purposes of investment of Plan assets may establish an insured fund with such insurance company or companies as it may select for the payment of such of the pension and supplements or portions thereof under this Plan as are not provided for in a trusteed fund.

The Company or the Named Fiduciary for purposes of investment of Plan assets will determine the form and terms of any such trust agreement which may authorize

the inclusion of obligations and stock (common and preferred) of the Company and its wholly-owned subsidiaries among the investments of the pension fund provided for by such trust agreement; may utilize any investment manager as defined under the Employee Retirement Income Security Act of 1974 or regulations thereunder; may modify any such trust agreement from time to time to accomplish the purposes of this Plan; may remove any trustee, and select any successor trustee; and select and change insurance companies.

Section 2. Contributions

(a) The Company, subject to Article IX, Section 1, shall make such contributions to the trustee or pay such premiums under any insured contract for the purposes of providing pensions and supplements under the Plan as shall be required under accepted actuarial principles and Title I of the Employee Retirement Income Security Act of 1974 to maintain the Plan and pension or insured fund in a sound condition and shall pay for expenses incident to the operation and management of the Plan.

(b) The Company may charge to the fund expenses necessary for the proper administration of the Plan and investment of the funds, including the direct cost of benefit administration performed by, or on behalf of, the Company for the Plan, and Pension Benefit Guaranty Corporation premiums for participants.

(c) No employee shall be required to make any contributions to the Plan.

Section 3. Irrevocability

(a) The Company shall have no right, title or interest in the contributions made by it to the trustee

and no part of the pension or insured fund shall revert to the Company, except that after satisfaction of all liabilities of the Plan as set forth in Article IX, such contributions may revert to the Company.

(b) The pension benefits and supplements of the Plan shall be only such as can be provided by the assets of the pension fund or by any insured fund and there shall be no liability or obligation on the part of the Company to make any further contributions to the trustee or insurance company in event of termination of the Plan. No liability for the payment of pension benefits or supplements under the Plan shall be imposed upon the Company, the Officers, Directors or Stockholders of the Company, except as otherwise may be required by the Employee Retirement Income Security Act of 1974.

ARTICLE VI

ADMINISTRATION

Section 1.

General Motors is the Plan Administrator and has the full authority to construe, interpret and administer the Plan.

The Company shall be responsible for the general administration of the Plan and for carrying out the provisions thereof.

Section 2.

(a) The Company shall have all such powers as may be necessary to carry out the provisions of the Plan except as the powers and duties of the Company may be modified by any collective bargaining agreement.

(b) Subject to the limitations of (a) above, the Company may from time to time establish rules for the administration of the Plan and the transaction of the Plan's business.

(c) In making any such determination or rule, the Company shall pursue uniform policies and shall not discriminate in favor of, or against any employee or group of employees.

ARTICLE VII
PENSION BENEFITS
AND SUPPLEMENTS

Section 1. Pension and Supplement Payments

(a) (1) Pensions and supplements shall be paid monthly and shall commence not sooner than 30 days following the receipt of the required written explanations of distribution options, provided however, an employee may affirmatively elect in writing to commence the pension and supplement payments in less than such 30 days (but not less than 7 days).

(2) The first monthly payment of an employee's pension other than for total and permanent disability shall become payable with the employee's consent on the first day of the month following the month in which the employee actually retires, and the pension shall be payable monthly thereafter for the employee's lifetime.

(3) Total and permanent disability pension shall be payable monthly during the continuance of total and permanent disability and while the pensioner

otherwise remains eligible for such benefits. Such payments shall begin the later of:

(i) the first day of the month which includes the date the required proof of disability is received by the Company, or

(ii) the first day of the month which includes the date the employee has been continuously and totally disabled for a period of 5 months.

Successive periods of absence due to the same disability as that upon which claim for total and permanent disability pension is based and aggregating at least five months will be considered the same as one continuous absence provided that the aggregate will not include any such absence which precedes the last day at work by more than one year, or

(iii) the first day of the third month following the date the required proof of disability is received by the Company, or

(iv) the first day of the third month following determination by the impartial clinic that the employee is totally and permanently disabled.

These subsections (iii) and (iv) shall not be applicable (a) if the employee dies prior to such date, or (b) where net Extended Disability Benefits are less than the benefits payable under this Plan.

(4) A supplement for an employee shall be payable in the manner provided in Section 6 of Article II.

(5) Pension and supplement payments shall not be payable with respect to any period for which

weekly sickness and accident benefits are payable to the employee under any plan to which the Company has contributed. If such sickness and accident benefits during any month are payable for a period of less than a complete month, a proportionate amount of any monthly pension benefits otherwise payable shall be paid for that part of the month for which the pensioner receives no such sickness and accident benefits.

(b) A pensioner who is reemployed by the Company shall cease to receive, during such reemployment, any monthly pension benefits to which the pensioner might otherwise be entitled. Any such reemployed pensioner will have credited service at the time of retirement reinstated. A reemployed pensioner shall accrue additional credited service as a result of such employment and the monthly pension benefits of such pensioner shall be adjusted with regard to such employment upon subsequent cessation of active service.

(c) In the event a court of competent jurisdiction determines that an employee, surviving spouse or lawfully designated alternate payee to whom a benefit is payable under this Plan lacks the capacity to handle their own affairs due to illness, accident or other infirmity, any monthly pension or survivor benefit payable under this Plan may 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 benefits on behalf of such employee, surviving spouse or lawfully designated alternate payee.

(d) In order to retire under the Plan, an employee must have unbroken seniority at the time of retirement other than a former employee entitled to a deferred pension under Article VII, Section 2.

(e) (i) Notwithstanding any other provision of this Section 1, an employee attaining age 70-1/2 on and after October 1, 1993, and prior to January 1, 1997, will commence monthly receipt of accrued benefits under this Plan, beginning April 1 of the calendar year immediately following the year the employee attains or attained age 70-1/2. An employee attaining age 70-1/2 shall have the monthly payment based on such employee's pension benefit accrual as of December 31 of the year in which age 70-1/2 is attained. The Actuarial Value of the sum of all Plan distributions received by any otherwise eligible employee prior to such employee's actual retirement under this Plan will be used as an offset from any additional benefit accrual that might otherwise have been payable to such employee as a result of working for the Company.

(ii) An employee attaining age 70-1/2 on or after January 1, 1999 will not commence monthly receipt of accrued benefits under this Plan until such employee actually retires. At the time of such employee's retirement under the Plan, the employee's accrued benefit at age 70-1/2 under the Plan will be actuarially increased consistent with Article X, Section 9, to take into account the period after age 70-1/2 in which such employee was not receiving benefits under the Plan. Notwithstanding the foregoing, a 5% owner will commence monthly accrued benefits under this Plan beginning April 1 of the calendar year immediately following the year the employee attains age 70-1/2.

(iii) Effective January 1, 1997, an active employee who attained age 70-1/2 prior to January 1, 1997 and who commenced the monthly benefit in accordance with (i) above, shall continue to receive such monthly benefit unless such employee irrevocably elects, on a form approved by the Company, to

discontinue such payments until actual retirement. In the event the employee so elects, the employee's accrued benefit upon actual retirement will be actuarially increased consistent with Article X, Section 9, to take into account the period after the employee's election when such employee was not receiving benefits under the Plan.

(iv) An active employee who attained age 70- 1/2 during calendar years 1997 or 1998 and who otherwise was eligible to commence the monthly benefit beginning April 1 of the calendar year immediately following shall have such monthly benefit deferred until actual retirement unless such employee irrevocably elects, on a form approved by the Company, to commence distribution. The employee's accrued benefit will be actuarially increased consistent with Article X, Section 9, to take into account the period after age 70-1/2 in which such employee was not receiving benefits under the Plan.

(v) All distributions under this Plan shall be made in accordance with applicable regulations and other applicable guidance promulgated by the Internal Revenue Service under Code Section 401(a) (9) (including the incidental death benefit requirement of Section 401(a)(9)(G) of the Code and Sections 1.401(a)(9)-1 through 1.401(a)(9)-9 of the Income Tax Regulations), which shall control in the event of conflict with any provision of this Plan.

(f) Notwithstanding any other provision of this Section 1, the payment of pension benefits under this Plan to an employee or former employee who has accepted employment with a successor company through a sale, divestiture or joint venture transaction, cannot commence under this Plan until such employee has terminated employment with the

successor company or in accordance with Section 1(e) immediately above.

(g) Unless an employee elects otherwise, benefit payments will begin on the later of the 60th day after the close of the Plan Year in which (i) the employee attains age 65, (ii) the 10th anniversary of the employee's commencement of participation in the Plan, or (iii) the employee terminates service with the Company.

Section 2. Retention of Deferred Pension if Separated

(a) Any employee who loses accumulated credited service under the provisions of Article III, Section 2 shall be eligible for a deferred pension if such employee is not retired and eligible for pension benefits pursuant to Article II, and provided the credited service of such employee at separation is at least 5 years, or such employee satisfies the "service" requirements of Article III, Section 5.

(b) The monthly amount of such deferred pension for an employee breaking seniority on or after October 1, 2019 shall be a basic benefit for each year of credited service that such employee had when such employee broke seniority, determined by such employee's Benefit Class Code when such employee broke seniority as set forth in the table immediately following:

Date Seniority Broke	Benefit Class Code	Basic Benefit Rate
October 1, 2007 through September 30, 2008	A B C D	52.90 53.15 53.40 53.65
October 1, 2008 through September 30, 2009	A B C D	53.10 53.35 53.60 53.85
October 1, 2009 through September 30, 2010	A B C D	53.30 53.55 53.80 54.05
October 1, 2010 and After	A B C D	53.55 53.80 54.05 54.30

(c) A former employee who is eligible for a deferred pension may at the election of such former employee receive

(1) a monthly pension commencing at age 65 determined in accordance with subsection (b) of this Section 2, or

(2) a monthly pension commencing after age 60 and prior to age 65 determined in accordance with subsection (b) of this Section 2, such pension being reduced by 6/10 of 1 percent for each complete calendar month by which such former employee is under the age of 65 at the date the deferred pension commences, or

(3) a monthly pension commencing after age 55 and prior to age 60 for a former employee who breaks seniority on or after October 1, 1976,

determined in accordance with subsection (b) of this Section 2. Such pension shall be multiplied by a percentage as set forth in the following table:

Age When Pension Commences	Percentage*
	%
55	42.8
56	46.8
57	51.2
58	55.5
59	59.6
60	64.0

* Prorated for intermediate ages computed on the basis of the number of complete calendar months by which the employee is under the age attained at the employee's next birthday.

(d) The deferred pension shall be payable commencing the first day of the month following the employee's attainment of age 65 or, if earlier, the first day of the month following the month in which the Company receives a request from such former employee with such benefit determined in accordance with subsections (c)(2) or (c)(3) of this Section 2, as may be applicable; provided that such request shall be valid and effective only if it is filed with the Company not more than 180 days and not less than 30 days prior to commencement of such benefit.

(e) If, prior to the commencement of deferred pension benefits, an employee is reemployed by the Company and: (1) acquires seniority, or (2) is reemployed by, and works for, the Company at the plant where such employee worked immediately prior to the loss of credited service, or (3) dies after having qualified for a deferred pension in accordance with this Section 2, such employee shall, in lieu thereof,

have reinstated the credited service in effect when such deferred pension was granted; provided that if an employee with 10 or more years of credited service

(1) is reemployed by, and works for, the Company within 36 months of the date credited service was lost under Article III, Section 2, and

(2) becomes disabled while employed by the Company prior to acquiring 5 months of seniority, and such disability is continuous for a period of 5 months during which the employee makes proper application and submits medical evidence satisfactory to the Company that such employee is totally and permanently disabled as set forth in Section 3 of Article II,

such employee will be deemed eligible for a disability pension under Section 3 of Article II, and such pension will be payable pursuant to Section 1 of Article VII, as though such employee had been an employee with seniority throughout such disability period.

(f) The amount of any monthly pension benefit otherwise payable to a former employee eligible for a deferred pension will be reduced by the value of any past and future benefits paid or payable to any alternate payee(s) under a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p).

The Actuarial Value will be used to determine any amount to be paid to any such payee(s), if applicable, and the remaining benefit entitlement of the employee.

(g) The Plan Administrator shall not be obliged to search for, or ascertain the whereabouts of any participant, beneficiary or payee of a Qualified Domestic Relations Order within the meaning of IRC

section 414(p). The Plan Administrator, by certified or registered mail with return receipt requested addressed to such person's last known address, or through an alternative method, shall notify the person that such person is entitled to a benefit under this Plan. Any benefit not claimed by the person entitled thereto within a reasonable period of time as determined by the Plan Administrator shall be forfeited. This provision regarding the forfeiture of benefits shall be included in the notification to the person as set forth above. Should such person make a claim for such forfeited benefit, such benefit shall be reinstated.

Section 3. Non-Alienation of Benefits

The pension fund shall not in any manner be liable for or subject to the debts or liability of any employee, separated employee, retired employee, pensioner or surviving spouse. No right, benefit, pension or supplement at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge or encumbrances of any kind except in accord with provisions of a Qualified Domestic Relations Order within the meaning of I.R.C. Section 414(p). If any person shall attempt to, or shall, alienate, sell, transfer, assign, pledge or otherwise encumber accrued rights, benefits, pensions or supplements under the Plan or any part thereof, or if by reason of bankruptcy or other event happening at any time such benefits would otherwise be received or enjoyed by anyone else, General Motors LLC may terminate the interest of such employee, pensioner or surviving spouse in any such benefit and instruct the trustee to hold or apply it to or for the benefit of such employee, pensioner or surviving spouse, spouse, children or other dependents, or any of them as General Motors LLC may instruct; provided, however, that any pensioner, or surviving spouse, entitled to a monthly benefit under the Plan:

(a) who is covered under the General Motors Health Care Program for Hourly Employees or the UAW Retiree Medical Benefits Trust may have deducted from the monthly pension, subject to the voluntary election of the pensioner or surviving spouse, pursuant to appropriate authorization and direction acceptable to General Motors LLC, the required contribution for such coverage.

(b) will have Federal and state income tax withheld pursuant to Federal and state statutes or regulations unless, only with respect to Federal income tax, elected otherwise by submitting to the Company authorization and direction acceptable to the Company.

(c) who elects optional, dependent life or personal accident insurance coverage(s) made available under the Company Life and Disability Benefits Program for Hourly Employees may have deducted from the monthly pension, pursuant to authorization and direction, acceptable to the Company, the required contribution(s) for such coverage(s).

(d) to the extent permitted by applicable laws and regulations, may have deducted from the monthly pension pursuant to authorization and direction, acceptable to the Company, United Way contributions.

(e) may have amounts of not less than \$80.00, but in no event more than 10% of the retired employee's monthly pension, withheld to repay any outstanding overpayment owing to any benefit plan of the Company, pursuant to written authorization and direction acceptable to the Company.

Section 4. Funding Based Restrictions (Pension Protection Act of 2006)

(a) Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less than 80 Percent, But Not Less Than 60 Percent. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 80 percent (or would be less than 80 percent to the extent described in Section 4(a)(ii) below) but is not less than 60 percent, then the limitations set forth in this Section 4(a) shall apply.

(i) 50 Percent Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments. A participant or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:

(A) 50 percent of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or

(B) 100 percent of the PBGC maximum benefit guarantee amount (as defined in Section 1.436-1(d)(3)(iii)(C) of the Treasury Regulations).

The limitation set forth in this Section 4(a)(i) does not apply to any payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the participant. If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a participant or beneficiary as of the annuity starting date because of the application of the requirements of this Section 4(a)(i), the participant or beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in Section 1.436-1(d)(3)(iii)(D) of the Treasury Regulations). The participant or beneficiary may also elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50 percent/PBGC maximum benefit guarantee amount limitation described in this Section 4(a)(i) or may elect to defer the benefit in accordance with any general right to defer commencement of benefits under the Plan.

During a period when this Section 4(a)(i) applies to the Plan, participants and beneficiaries are permitted to elect payment in any optional form of benefit otherwise available under the Plan that provides for the current payment of the unrestricted portion of the benefit (as described in Section 1.436-1(d)(3)(iii)(D) of the Treasury Regulations), with a delayed commencement for the restricted portion of the benefit (subject to other applicable qualification requirements, such as Section 411(a)(11) and 401(a)(9) of the Code).

(ii) Plan Amendments Increasing Liability for Benefits. No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the

rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

(A) Less than 80 percent; or

(B) 80 percent or more, but would be less than 80 percent if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

The limitation set forth in this Section 4(a)(ii) does not apply to any amendment to the Plan that provides a benefit increase under a Plan formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in the average wages of participants covered by the amendment.

(b) Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 60 Percent. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60 percent (or would be less than 60 percent to the extent described in Section 4(b)(ii) below), then the limitations in this Section 4(b) apply.

(i) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted. A participant or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or

transfer that is a prohibited payment. The limitation set forth in this Section 4(b)(i) does not apply to any payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the participant.

(ii) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid. An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment percentage for the Plan Year is:

(A) Less than 60 percent; or

(B) 60 percent or more, but would be less than 60 percent if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100 percent.

(iii) Benefit Accruals Frozen. Benefit accruals under the Plan shall cease as of the applicable section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this Section 4(b)(iii) then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.

(c) Limitations Applicable If the Plan Sponsor Is In Bankruptcy. Notwithstanding any other provisions of the Plan, a participant or beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes

a prohibited payment with an annuity starting date that occurs during any period in which the plan sponsor is a debtor in a case under title 11, United States Code, or similar Federal or State law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year (determined by not taking into account any adjustment of segment rates under Code section 430(h)(2)(c)(iv)) is not less than 100 percent. In addition, during such period in which the plan sponsor is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. The limitation set forth in this Section 4(c) does not apply to any payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the participant.

(d) Provisions Applicable After Limitations Cease to Apply.

(i) Resumption of Prohibited Payments. If a limitation on prohibited payments under Section 4(a) (i), Section 4(b)(i) or Section 4(c) applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later section 436 measurement date.

In addition, after the section 436 measurement date on which the limitation on prohibited payments under Section 4(a) ceases to apply to the Plan, any participant or beneficiary who had an annuity starting date within the period during which that limitation applied to the Plan is permitted to make a new election (within 90 days after the section 436 measurement date on which the limit ceases to apply or, if later, 30 days after receiving notice of the right to make such election) under which the form of benefit previously elected is modified, at a new annuity starting date to be changed to another form of benefit, otherwise allowable under the Plan, subject to the terms of the Plan, for the remaining value of the participant or beneficiary's benefit under the Plan, subject to the other rules in this Section of the Plan and applicable requirements of Section 401(a) of the Code, including spousal consent.

(ii) Resumption and Restoration of Benefit Accruals. If a limitation on benefit accruals under Section 4(b)(iii) applied to the Plan as of a section 436 measurement date, but that limitation no longer applies to the Plan as of a later section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor regulation 29 CFR Section 2530.204-2(c) and (d). In addition, benefit accruals that were not permitted to accrue because of the application of Section 4(b)(iii) shall be restored when that limitation ceases to apply to the Plan if the continuous period of the limitation was 12 months or less and the Plan's enrolled actuary certifies that the adjusted funding target attainment percentage for the Plan Year would not be less than

60 percent taking into account any restored benefit accruals for the prior Plan Year.

(iii) Shutdown and Other Unpredictable Contingent Event Benefits. If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of Section 4(b)(ii), but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(B) of the Treasury Regulations), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without regard to Section 4(b)(ii)). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit, with respect to the unpredictable contingent event that occurred during that Plan Year, unless and until restoration occurs pursuant to Section 4(d)(iv).

(iv) Further Restoration of Accruals and Unpredictable Contingent Event Benefits. If all benefit accruals that were not permitted to accrue because of the application of Section 4(b)(iii) are not permitted to be restored under Section 4(d)(ii), the Plan shall be deemed to be amended to fully restore benefit accruals that were not permitted to accrue because of the application of Section 4(b)(iii) as soon as possible after the limitation of Section 4(b)(iii) ceases to apply, and the limitation of Section 4(a)(ii)(A) ceases to apply, unless full restoration

would cause the limitation of Section 4(b)(ii)(B) to apply. Similarly, notwithstanding Section 4(d)(iii), if all unpredictable contingent event benefits that were not permitted to be paid because of the application of Section 4(b)(ii), are not permitted to be restored under Section 4(d)(iii), the Plan shall be deemed to be amended to fully restore unpredictable contingent event benefits that were not permitted to be paid because of the application of Section 4(b)(ii) as soon as possible after the limitation of Section 4(b)(ii) ceases to apply, and the limitation of Section 4(b)(ii)(A) ceases to apply, unless full restoration would cause the limitation of Section 4(b)(ii)(B) to apply. If a Plan amendment, fully restoring benefit accruals after Section 4(b)(iii) ceases to apply, or a Plan amendment fully restoring unpredictable contingent event benefits after Section 4(b)(ii) ceases to apply, would not be limited by Section 4(a)(ii)(A), but would be limited by Section 4(a)(ii)(B) then, instead of full restoration, benefit accruals and unpredictable contingent event benefits shall be restored sequentially, to the extent possible, without causing the limitation of Section 4(a)(ii)(B) to apply, in the following order of priority:

(A) First, benefit accruals that ceased under Section 4(b)(iii) shall be restored to participants who have terminated employment and whose payments of a pension have been affected by the accrual cessation, and to beneficiaries of deceased participants (regardless of whether the deceased participants were eligible to commence benefits at the time of death) whose payments of a pension have been affected by the accrual cessation, in the chronological order in which the benefits would have accrued if benefit accruals had not been frozen. When restoration occurs, a single lump sum payment shall be made to each affected payee (subject to spousal annuity requirements) to restore the actuarially equivalent present value

of all such accruals that would have been included in payments previously made, and future benefit payments shall be adjusted to the monthly amount that would have been payable if accruals had not ceased under Section 4(b)(iii). For the avoidance of doubt, such restoration of accruals under this Section 4(d)(iv)(A) is not intended to restore that portion of the benefit payable to a participant receiving a special early retirement pension that may be characterized as an unpredictable contingent event benefit, and such portion shall be restored in accordance with Section 4(d)(iv)(B), to the extent permitted.

(B) Next, unpredictable contingent event benefits shall be restored to participants and beneficiaries of deceased participants whose benefit payments or right to future benefit payments were affected by the requirements under Section 4(d)(iii) that the Plan be treated as not providing the unpredictable contingent event benefit if an unpredictable contingent event occurs in a Plan Year when the restrictions of Section 4(b)(ii) apply, in the chronological order in which the benefits would have been paid if the benefits had been provided from the time of the unpredictable contingent event. Participants who elected another available benefit while the unpredictable contingent event benefit was not available shall be provided a limited opportunity to elect to receive the unpredictable contingent event benefit in lieu of the previously elected benefit (subject to reduction for the actuarial equivalent of benefits received under the previously elected benefit) and will be treated as having a new annuity starting date for this purpose. When restoration occurs, a single lump sum payment shall be made to each payee whose past benefit payments were prohibited or reduced (subject to spousal annuity requirements) to restore the actuarially equivalent present value of all such

unpredictable contingent event benefits, and future benefit payments shall be adjusted to the monthly amount that would have been payable if unpredictable contingent event benefits had not been limited by Section 4(b)(ii).

(C) Next, benefit accruals that ceased under Section 4(b)(iii) shall be restored to all other participants in the chronological order in which the benefits would have accrued if benefit accruals had not been frozen.

(D) Finally, benefits accruals or unpredictable contingent event benefits that were adopted pursuant to Plan amendment, but did not take effect as of the effective date of the amendment because of the limitation of Section 4(a)(ii), Section 4(b)(ii) or Section 4(b)(iii), and were not restored within the same Plan Year pursuant to Section 4(d)(v), shall be restored sequentially, to the extent possible under this Section 4(d)(iv), as if the Plan amendment had been in effect on the effective date of the original amendment, in the order of priority set forth in Section 4(d)(iv)(A) through Section 4(d)(iv)(C), above.

(v) Treatment of Plan Amendments That Do Not Take Effect. If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of Section 4(a)(ii) or Section 4(b)(iii), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(C) of the Treasury Regulations), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan

amendment cannot take effect during the same Plan Year, then it shall take effect as soon as permitted, and benefits shall be restored based on the effective date of the original amendment, subject to the provisions of Section 4(d) and pursuant to the order of priority set forth in Section 4(d)(iv)(D).

(e) Notice Requirement. As required under Section 101(j) of ERISA, the plan administrator must provide a written notice to participants and beneficiaries within 30 days after certain specified dates if the plan becomes subject to a limitation described in Section 4(a)(i), Section 4(b), or Section 4(c).

(f) Methods to Avoid or Terminate Benefit Limitations. See Sections 436(b)(2), (c)(2), (e)(2), and (f) of the Code and Section 1.436-1(f) of the Treasury Regulations for rules relating to employer contributions and other methods to avoid or terminate the application of the limitations set forth in Sections 4(a) through 4(c) for a Plan Year. In general, the methods the plan sponsor may use to avoid or terminate one or more of the benefit limitations under Sections 4(a) through 4(c) for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or terminate application of certain of the benefit limitations, or providing security to the Plan.

(g) Special Rules.

(i) Rules of Operation for Periods Prior to and After Certification of Plan's Adjusted Funding Target Attainment Percentage.

(A) In General. Section 436(h) of the Code and Section 1.436-1(h) of the Treasury Regulations set forth a series of presumptions that apply (1) before the Plan's enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan Year and (2) if the Plan's enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under Section 436(h) of the Code and Section 1.436-1(h) of the Treasury Regulations applies to the Plan, the limitations under Sections 4(a) through 4(c) are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Section 436(h) of the Code and Section 1.436-1(h)(1), (2), or (3) of the Treasury Regulations. These presumptions are set forth in Section 4(g)(i)(B) through (D).

(B) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under Section 4(a), 4(b), or 4(c) applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the Plan's enrolled actuary

issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section 4(g)(i)(C) or Section 4(g)(i)(D) applies to the Plan:

(I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and

(II) The first day of the current Plan Year is a section 436 measurement date.

(C) **Presumption of Underfunding Beginning First Day of 4th Month.** If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60 percent but less than 70 percent or at least 80 percent but less than 90 percent, or is described in Section 1.436-1(h)(2)(ii) of the Treasury Regulations, then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section 4(g)(i)(D) applies to the Plan:

(I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and

(II) The first day of the 4th month of the current Plan Year is a section 436 measurement date.

(D) Presumption of Underfunding On and After First Day of 10th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary has issued a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:

(I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60 percent; and

(II) The first day of the 10th month of the current Plan Year is a section 436 measurement date.

(ii) Plan Termination and Other Special Rules.

(A) Plan Termination. The limitations on prohibited payments in Section 4(a)(i), Section 4(b)(i) and Section 4(c) do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this Section 4 of the Plan do not cease to apply as a result of termination of the Plan.

(B) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under Section 4(g) (i) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under Section 4(a)(ii) and Section 4(b)(ii) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of Section 1.436-1(g)(2)(iii) of the Treasury Regulations.

(iii) Interpretation of Provisions. The limitations imposed by this Section 4 shall be interpreted and administered in accordance with Section 436 of the Code and Section 1.436-1 of the Treasury Regulations.

(h) Definitions. The definitions in the following Treasury Regulations apply for purposes of Sections 4(a) through 4(g): Section 1.436-1(j)(1) defining adjusted funding target attainment percentage; Section 1.436-1(j)(2) defining annuity starting date; Section 1.436-1(j)(6) defining prohibited payment; Section 1.436-1(j)(8) defining section 436 measurement date; and Section 1.436-1(j)(9) defining an unpredictable contingent event and an unpredictable contingent event benefit.

(i) Effective Date. The rules in Sections 4(a) through (g) are effective for Plan Years beginning on or after October 1, 2008.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. No Enlargement of Employment Rights

The Company's rights to discipline or discharge employees shall not be affected by reason of any of the provisions of the Plan.

Section 2. Internal Revenue Service Approval

This Plan as amended is contingent upon and subject to the determination by the Internal Revenue Service that the Plan and related trust are qualified and tax exempt under Sections 401 and 501(a) or other applicable provisions of the Internal Revenue Code. Any modification or amendment of the Plan may be made, if necessary or appropriate, to qualify or maintain the Plan as a plan and trust meeting the requirements of Sections 401 and 501(a) of the Internal Revenue Code, as now in effect or hereafter amended, or any other applicable provisions of the federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

Section 3. General Motors LLC Board of Managers Approval

Continuation of the Plan as amended in 2019 is contingent upon obtaining the approval of the General Motors LLC's Board of Managers not later than June 1, 2020.

Section 4. Named Fiduciary

Except as set forth below, the Investment Funds Committee of the General Motors LLC's Board of

Managers shall be the Named Fiduciary with respect to the Plan. 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 Management Corporation (GMIMCO) is the Named Fiduciary of the Pension 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.

Section 5. Limitation of Benefits

(a) The maximum annual benefit accrued by a participant during a limitation year (which shall be the calendar year) and the maximum annual benefit payable under the Plan to a participant at any time within a limitation year, when expressed as an annual benefit in the form of a straight life annuity (with no ancillary benefits), shall be equal to the lesser of (i) \$165,000 for the 2007 limitation year (and as such amount is adjusted pursuant to Section 415(d) of the Code for subsequent limitation years) (the “Dollar Limit”), or (ii) 100 percent of the participant’s average compensation (as defined in subsection 5(h) below) paid or made available to the participant by the Company for the three consecutive calendar years of service during which the participant had the greatest aggregate compensation. Consecutive calendar years of service shall be determined in accordance with regulations prescribed by the Secretary of the Treasury.

(b) Notwithstanding the foregoing:

(i) if the benefit under the Plan is payable in any form other than a straight life annuity, the

determination as to whether the limitation described in subsection 5(a) has been satisfied shall be made, in accordance with the regulations prescribed by the Secretary of the Treasury, by adjusting such benefit to an actuarially equivalent straight life annuity beginning at the same time, in accordance with subsection 5(e) or 5(f) below;

(ii) if the benefit under the Plan commences before age 62, the determination of whether the Dollar Limit has been satisfied shall be made, in accordance with regulations prescribed by the Secretary of the Treasury, by reducing the Dollar Limit so that the Dollar Limit (as so reduced) is equal to an annual benefit payable in the form of a straight life annuity, commencing when such benefit under the Plan commences, which is actuarially equivalent to a benefit in the amount of the Dollar Limit commencing at age 62; and

(iii) if the benefit under the Plan commences after age 65, the determination of whether the Dollar Limit has been satisfied shall be made, in accordance with regulations prescribed by the Secretary of the Treasury, by increasing the Dollar Limit so that the Dollar Limit (as so increased) is equal to an annual benefit payable in the form of a straight life annuity, commencing when the benefit under the Plan commences, which is actuarially equivalent to a benefit in the amount of the Dollar Limit commencing at the age 65.

(c) Notwithstanding anything in this Section 5 to the contrary, if the annual benefit of a participant who has terminated employment with the Company is limited pursuant to the limitations set forth in Subsection 5(a)(i) or 5(a)(ii), such annual benefit shall be increased in accordance with the cost-of-living adjustments of Section 415(d) of the Code.

(d) For purposes of determining actuarial equivalence (i) under subsection 5(b)(ii) the interest rate assumption shall not be less than the greater of 5% or the rate determined under Article X, Section 9 and the mortality table shall be determined under Article X, Section 9, and (ii) under subsection 5(b)(iii) the interest rate assumption shall not be greater than the lesser of 5% or the rate determined under Article X, Section 9.

(e) The actuarially equivalent straight life annuity for purposes of adjusting any benefit payable in a form to which Section 417(e)(3) of the Code does not apply, as required by subsection 5(b)(i), is equal to the greater of (i) the annual amount of the straight life annuity payable under the Plan commencing at the same annuity starting date as the form of benefit payable to the participant, or (ii) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5% interest rate and mortality assumption set forth in Article X, Section 9.

(f) The actuarially equivalent straight life annuity for purposes of adjusting any benefit payable in a form to which Section 417(e)(3) of the Code applies, as required by subsection 5(b)(i), is equal to the greatest of (i) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial equivalent present value as the form of benefit payable to the participant, (ii) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5.5% interest rate assumption (for the 2004 and 2005 plan and limitation years the greater of the amount determined under

Article X, Section 9, or a 5.5% interest rate assumption and the applicable mortality table determined under Article X, Section 9), or (iii) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, determined under Article X, Section 9, using the applicable interest rate and the applicable mortality table, divided by 1.05.

(g) For purposes of applying the limitations set forth in this Section 5, all qualified defined benefit plans (whether or not terminated) ever maintained by the Company shall be treated as one defined benefit plan.

(h) Solely for purposes of this Section 5 the term “compensation” shall include those items of remuneration specified in Treasury Regulation Section 1.415(c)-2(b) (including “deemed section 125 compensation” as defined in Treasury Regulation Section 1.415(c)-2(g)(6)(ii), amounts described in Treasury Regulation Section 1.415(c)-2(g)(5) that are paid to any nonresident alien who is a participant, and differential wage payments (within the meaning of Section 3401(h)(2) of the Code) and shall exclude those items of remuneration specified in Treasury Regulation Section 1.415(c)-2(c), taking into account the timing rules specified in Treasury Regulation Section 1.415(c)-2(e), but shall not include any amount in excess of the limitation under Section 401(a)(17) of the Code in effect for the year. The term “compensation” as defined in the preceding sentence shall include any payments made to a participant by the later of (i) two and one-half (2-1/2) months after the date of the participant’s severance from employment with the Company or (ii) the end of the limitation year that includes the date of the participant’s severance from

employment with the Company, provided that, absent a severance from employment, such payments would have been paid to the participant while the participant continued in employment with the Company and are regular compensation for services performed during the participant's regular working hours, compensation for services outside the participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses or other similar compensation.

(i) This Section 5 shall be administered in conformity with the regulations issued by the Secretary of Treasury interpreting Section 415 of the Code, which are hereby incorporated by reference, including, but not limited to, any regulation providing for "grandfathering" of any benefits accrued prior to the effective date of such regulations or statutory provisions.

Section 6. Rollover Distributions

Notwithstanding any provision of the Plan to the contrary, in the event the Plan pays a participant an eligible rollover distribution, the participant may elect consistent with the provisions of Code Section 401(a)(31) at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. In the event a participant fails to make a distribution election, an eligible rollover distribution in excess of \$1,000 will automatically be rolled over to an individual retirement account (IRA) chosen by the Company. In no event shall this Plan accept a direct rollover payment from a participant.

Section 7. Provisions to Comply with Section 416 of the Internal Revenue Code

In any Plan Year in which this Plan is a “top-heavy plan”, as defined in Section 416 of the Internal Revenue Code, the Plan shall comply with all applicable provisions of Section 416 and the regulations thereunder.

Section 8. Provisions Regarding Participation in the Personal Savings Plan

Employees shall not be eligible to simultaneously accrue benefits under this Plan while receiving Retirement Contributions under the General Motors Personal Savings Plan for Hourly-Rate Employees in the United States (“GM PSP”).

An Employee shall not be eligible to receive benefits under this Plan during any period in which the Employee is employed with the Company as an Eligible Employee under the GM PSP.

If after commencement of benefits under the Plan, the Employee becomes employed by the Company as an Eligible Employee under the GM PSP, the Employee shall cease receiving benefits under this Plan for the duration of any such employment. Upon separation from employment with the Company as an Eligible Employee, benefits under this Plan will resume in the same monthly amount and same form in accordance with the provisions of the Plan as they were before the Employee became employed by the Company under the GM PSP.

Section 9. Retroactive Benefit Commencement

Under certain circumstances described below, payments under this Plan may be made retroactively where the written explanation described in Article II, Section 5(a) is provided on or after the employee's scheduled benefit commencement date, in which case the benefit commencement date will be called a "Retroactive Annuity Starting Date" subject to modified procedures and benefit calculations as described in (a) and (b) below.

Benefit payments also may be made retroactively where the written explanation described in Article II, Section 5(a) is provided before the employee's scheduled benefit commencement date. This may occur where actual benefit payments are delayed as a result of administrative or employee delay or error, but benefits are paid retroactively to the employee's scheduled benefit commencement date. The rules of this Section 9 will not apply in these cases, and missed monthly payments shall be paid as a lump sum and added to the next scheduled monthly payment.

(a) Procedures

(i) Explanation and Election – The 180-day period described in Article II, Section 5(a) above will end on the employee's Actual Payment Date, rather than the Annuity Starting Date.

(ii) Employee Consent – Employee consent, in a manner prescribed by the Plan Administrator, is required for a Retroactive Annuity Starting Date.

(iii) Spousal Consent – Spousal consent is required for a Retroactive Annuity Starting Date, in accordance with the Plan's spousal consent rules.

For purposes of this subparagraph (iii), the spouse is determined as of the Actual Payment Date.

(b) Benefit Calculations

In general, benefits commencing on the Retroactive Annuity Starting Date will be calculated using the actuarial assumptions applicable for this date (rather than the Actual Payment Date) (i.e., determinations of Actuarial Value are made as of the Retroactive Annuity Starting Date). The following special rules apply in these situations:

(i) Actuarial Assumptions – A benefit payable in a form subject to Section 417(e)(3) of the Code will be the greater of the amount calculated using the definition of Actuarial Value applicable to the Actual Payment Date and the amount calculated using the definition of Actuarial Value applicable to the Retroactive Annuity Starting Date.

(ii) Make-up Payments – Make up payments will be provided for any missed payments due to the delay between the Retroactive Annuity Starting Date and the Actual Payment Date.

(iii) 415 Limits – In general, a benefit payable under this Section 9 will be subject to the requirements of Article VIII, Section 5 (Limitation of Benefits) as applicable for the year of the retroactive Annuity starting date.

However, the following benefits payable under this Section 9 will be subject to the requirements of Article VIII, Section 5 (Limitation of Benefits) as applicable for the year of the Actual Payment Date (in lieu of the year of the Retroactive Annuity Starting Date): a benefit payable in a form subject to Section 417(e)

(3) of the Code; or a benefit payable in any other form where the Actual Payment Date is more than twelve months after the Retroactive Annuity Starting Date.

(c) Definitions

For purposes of this Section 9, the following definitions apply:

(i) A “Retroactive Annuity Starting Date” is an annuity starting date affirmatively elected by an employee that occurs on or before the date the written explanation described in Article II, Section 5(a) is provided, subject to the limitations in (b) above. In no event will a Retroactive Annuity Starting Date be earlier than an employee’s termination of employment.

(ii) The “Actual Payment Date” is the date benefit payments actually commence.

Section 10. Relative Value Notification

The Administrator shall provide a statement to an employee when a retirement benefit under the Plan is requested. Such statement shall include a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan in a manner that will satisfy the requirements under Section 417(a)(3) of the Code and Treasury Regulation 1.417(a)(3)-1.

ARTICLE IX

AMENDMENT AND TERMINATION

Section 1. Amendment

General Motors LLC reserves the right to amend, modify, suspend or terminate the Plan by action of its Board of Managers, provided, however, that no such action shall alter the Plan or its operation, except as may be required by the Internal Revenue Service for the purpose of meeting the conditions for qualification and tax deduction under Sections 401, 404, and 501(a) of the Internal Revenue Code, in respect of employees who are represented under a collective bargaining agreement in contravention of the provisions of any such agreement pertaining to pension benefits and supplements as long as any such agreement is in effect. Except as provided in Article V, Section 3, no such action shall operate to recapture for General Motors LLC any contributions previously made to the trustee or insurance company under the Plan, nor, except to the extent necessary to meet the requirements of the Internal Revenue Service or any other governmental authority, to affect adversely the pensions or supplements of employees already retired or the trust fund or insured fund then securing such pensions and supplements. Further, no such action can reduce or eliminate a Participant's accrued benefits as of the date the amendment is adopted, and all of a Participant's accrued benefits shall become non-forfeitable in the event of a Plan termination or partial termination.

Section 2. Termination of Plan

(a) If General Motors LLC, in accordance with Section 1 of this Article IX, or the Pension Benefit Guaranty Corporation terminates the Plan, the amount

of the assets, which are available to provide benefits, and which are held by the trustee as of the termination date, shall be allocated, after deducting expenses for administration or liquidation, in the following manner and order to the extent of the sufficiency of such assets:

(1) First, in the case of benefits payable as an annuity:

(i) In the case of the benefit of a participant or beneficiary which was in pay status as of the beginning of the 3-year period ending on the termination date of the Plan, to each such benefit, based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such benefit would be the least;

(ii) In the case of a participant's or beneficiary's benefit (other than a benefit described in subsection (a)(1)(i)) which would have been in pay status as of the beginning of such 3-year period if the participant had retired prior to the beginning of the 3- year period and if benefits had commenced (in the normal form of annuity under the Plan) as of the beginning of such period, to each such benefit based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such benefit would be the least.

For purposes of subsection (a)(1)(i), the lowest benefit in pay status during a 3-year period shall be considered the benefit in pay status for such period.

(2) Second, to all other benefits (if any) of individuals under the Plan which are guaranteed under the plan termination insurance provisions of the Employee Retirement Income Security Act of 1974 determined without regard to Section 4022B(a) of said Act.

(3) Third, to all other nonforfeitable benefits under the Plan.

(4) Fourth, to all other benefits under the Plan.

(b) (1) The amount allocated under any of the preceding subsections of this Section 2 with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior subsection of this Section 2.

(2) If the assets available for allocation under subsections (a)(1) and (a)(2) are insufficient to satisfy in full the benefits of all individuals which are described in such subsections, the assets shall be allocated pro rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in such subsections.

(3) If the assets available for allocation under subsection (a)(3) are not sufficient to satisfy in full the benefits of individuals described therein:

(i) Except as provided in subsection (b)(3)(ii), the assets shall be allocated to the benefits of individuals described in subsection (a)(3) on the basis of the benefits of individuals which would have been described in subsection (a)(3) under the Plan as in effect at the beginning of the 5-year period ending on the date of the Plan's termination.

(ii) If the assets available for allocation under subsection (b)(3)(i) are sufficient to satisfy in full the benefits described therein (without regard to this subsection (b)(3)(ii)), then for purposes of subsection (b)(3)(i), benefits of individuals described therein shall be determined on the basis of the Plan as

amended by the most recent Plan amendment effective during such 5-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in subsection (b) (3)(i) and any assets remaining to be allocated under such subsection shall be allocated under subsection (b)(3)(i) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

(c) If the Secretary of the Treasury determines that the allocation made pursuant to this Section 2 results in discrimination prohibited by Section 401(a) (4) of the Internal Revenue Code of 1986, or as may be subsequently amended, then, if required to prevent the disqualification of the plan (or any trust under the plan) under Section 401(a) or 403(a) of such Code the assets allocated shall be reallocated to the extent necessary to avoid such discrimination.

(d) In the event of termination or partial termination of the Plan, the right of all affected employees to benefits accrued to the date of such termination, partial termination or discontinuance, to the extent funded as of such date, are nonforfeitable.

(e) Anything in the Plan to the contrary notwithstanding, it shall not be possible at any time prior to the satisfaction of all liabilities with respect to employees under the plan for any part of the corpus or income of the Pension Fund to be used for, or diverted to purposes other than the exclusive benefit of employees. After satisfaction of all liabilities to participants and beneficiaries under the Plan, any residual assets of the Pension Fund will be distributed to the Company if the distribution does not contravene any applicable provision of law.

Section 3. Merger or Consolidation

In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan after September 2, 1974, each participant in the Plan would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit the participant would have been entitled to receive immediately before the merger, consolidation, or transfer, if the Plan had then terminated. Further, a transfer of assets and liabilities to a nonqualified foreign trust shall be treated as a distribution from the Plan.

Section 4. Divestitures or Purchase of Operations

From time to time the Company and the Union may enter into Memoranda of Understanding, the provisions of which address issues under the Plan associated with the divestiture, purchase or other disposition of specific operations. Such provisions are made a part of this Plan as if set out fully herein.

ARTICLE X

DEFINITIONS

1. Employee

(a) Any person hired on or before October 15, 2007, and certain persons transferred to the Company under the provisions of a UAW-GM Memorandum of Understanding that provided GM placement opportunities with agreed upon benefit treatment, with unbroken seniority who is 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, including:

(1) hourly-rate persons employed on a full time basis;

(2) students from educational institutions who are enrolled in cooperative training courses on hourly rate;

(3) 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 work week, provided such employees work one-half or more of the employing unit's regular work week;

(4) represented employees of the Saturn Corporation who have made a positive election to participate in the GM Plan pursuant to the Memoranda of Agreement dated October 16, 1993 and December 12, 1995.

(b) The term "Employee" shall not include:

(1) temporary employees provided, however, that the provisions of Article III, Section 5 of this Plan shall apply to this classification, as may be applicable;

(2) part-time employees who work less than one-half of the employing unit's work week provided, however, that provisions of Article III, Section 5 of this Plan shall apply to this classification, as may be applicable;

(3) employees represented by a labor organization which has not signed an agreement making this Plan applicable to such employees;

(4) employees of any directly or indirectly wholly-owned or substantially wholly-owned Company subsidiary of the Company acquired or formed by the Company on or after January 1, 1984, except as provided under (a)(4) above;

(5) leased employees as defined under Section 414(n) of the Internal Revenue Code. The term 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 Internal Revenue Code;

(6) contract employees, bundled services employees, consultants, or other similarly situated individuals, or individuals who have represented themselves to be independent contractors.

(7) employees hired after October 15, 2007 and certain employees transferred to General Motors after October 2, 2011, under the provisions of a UAW-GM Memorandum of Understanding that provided GM placement opportunities with agreed upon treatment.

(8) employees eligible to receive Retirement Contributions under the General Motors Personal Savings Plan for Hourly-Rate Employees in the United States.

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.

2. Trustee or Insurance Company

The bank or banks, trust or insurance company or companies or any combination thereof designated by a trust agreement or contract as the medium for financing the Plan.

3. Seniority

Seniority means the period following the most recent date of hire by the Company and subsequent to which there has been no loss of credited service (as loss of credited service is defined in the Plan), or if the employee is represented under a collective bargaining agreement seniority will be as defined in such agreement. An employee who is rehired on or after October 1, 1984, and thereby has the pension discontinued, but does not have seniority reinstated, shall be deemed, solely to satisfy purposes of The General Motors Hourly-Rate Employees Pension Plan, to have seniority while so employed.

4. Federal Social Security Benefit

A Federal Social Security benefit for disability or an unreduced Federal Social Security benefit for age means a benefit determined and payable under Title II of the Federal Social Security Act, as now in effect or as hereafter amended, without any reduction being made therefrom based on the age of the recipient.

5. Trust Fund; Pension Fund; Insured Fund

The General Motors Hourly-Rate Employees Pension Plan fund established by payments made by the Company in accordance with Article V herein. Such fund therein called the trust fund shall be comprised of either a pension fund or insured fund, or a combination thereof.

6. Base Hourly Rate

For the purpose referred to in Section 6(g) of Article II of this Plan only, Base Hourly Rate shall be the higher of:

(a) the employee's highest straight-time hourly rate, or

(b) for an employee who worked on incentive or piece work in at least 4 pay periods, the employee's average earned straight-time hourly rate for the first 4 pay periods (or, if higher, for the last 4 pay periods) for which such employee had any incentive earnings (provided, however, that if the employee worked in less than 4 pay periods but during each such pay period worked, such employee worked on incentive or piece work, the employee's average earned straight-time hourly rate for such pay periods worked shall be used)

during the last 13 consecutive pay periods ending with the pay period which includes the last day worked, plus any cost-of-living allowance in effect with respect to the employee's last day worked for General Motors LLC.

7. Basic Benefit

The monthly benefit payable under the Plan for the lifetime of a retired or separated employee, including a benefit reduced by a percentage because of early retirement. The term "basic benefit" shall not include any temporary benefit, special benefit, or supplement payable under the Plan.

8. Age 62 and One Month

"Age 62 and one month" means age 62 and one month

except that for purposes of determining the month for which the temporary benefit provided in Article II, Section 4 and the early retirement and interim supplements provided in Article II, Section 6 shall cease and the month for which the basic benefit is re-determined in accordance with Article II, Section 4, it shall mean age 62 if both a temporary benefit, early retirement supplement, or interim supplement under the Plan and a benefit under the Federal Social Security Act could otherwise be payable.

9. Actuarial Value

For determinations made before October 1, 2008, the Actuarial Value as of any determination date shall be calculated based on the mortality table described in Revenue Ruling 95-6 (Revenue Ruling 2001-62 for determination dates on and after October 1, 2003), and the annual interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service for the third full month prior to the first day of the Plan Year preceding the determination date. For determinations made on and after October 1, 2008, the Actuarial Value shall be made using the applicable interest rate and applicable mortality table pursuant to Section 417(e) of the Internal Revenue Code and regulations and other guidance published thereunder. The applicable interest rate shall be the adjusted first, second, and third segment rates under Section 417(e) for the third full month prior to the first day of the Plan Year preceding the determination date. For distributions with Annuity Starting Dates during Plan Years beginning on or after October 1, 2008, and before October 1, 2012, these segment rates shall be adjusted by blending with the rate of interest for 30-year Treasury securities under the transition percentages specified under Section 417(e)(D)(iii) of the Code.

10. Highly Compensated Employees

For purposes of this Plan, the term Highly Compensated Employees includes highly compensated active employees and highly compensated former employees. 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: (i) received compensation from the Company in excess of \$110,000 (as adjusted under the Internal Revenue Code) for such year, or (ii) was a 5% owner of the Company at any time during the year or the preceding year. For purposes of this section, the determination year shall be the calendar year, and the look-back year shall be the twelve-month period immediately preceding the determination year.

A highly compensated former employee 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.

The determination of who is a highly compensated employee will be made in accordance with Sections 414(q) and 415(c)(3) of the Internal Revenue Code and regulations thereunder.

11. Annuity Starting Date

For purposes of this Plan, the term Annuity Starting Date shall mean the first date of the period for which an amount is payable as an annuity to an employee as provided under Section 417(f)(2) of the Internal Revenue Code and regulations thereunder which is the effective retirement date of the participant.

12. Plan Year

Plan Year means the 12-month period beginning on October 1 and ending on September 30.

APPENDIX A
(HOURLY-RATE EMPLOYEES
PENSION PLAN)

A Benefit Class Code for the sole purpose of this Plan is hereby established for each job classification in effect on September 14, 2019 on the basis of the maximum base hourly rate (which term as used herein shall include incentive earnings unless otherwise noted) applicable to the job classification on that date, as follows:

	For Job Classifications Having a Maximum Base Hourly Rate of	Benefit Class Code
On or after October 1, 2017 <u>but prior to October 1, 2020</u>	<u>Less than \$29.90</u> \$29.90 but less than \$30.19 \$30.19 but less than \$31.42 \$31.42 and over	<u>A</u> <u>B</u> <u>C</u> <u>D</u>
<u>On or after October 1, 2020</u> <u>but prior to October 1, 2022</u>	<u>Less than \$30.80</u> \$30.80 but less than \$31.10 \$31.10 but less than \$32.36 \$32.36 and over	<u>A</u> <u>B</u> <u>C</u> <u>D</u>
<u>On or after October 1, 2022</u>	<u>Less than \$31.72</u> \$31.72 but less than \$32.03 \$32.03 but less than \$33.33 \$33.33 and over	<u>A</u> <u>B</u> <u>C</u> <u>D</u>

(1) The Benefit Class Code applicable to an employee is the Benefit Class Code for the job classification held by the employee for the greatest number of calendar days during the 24 consecutive months immediately preceding the last day worked.

(2) The Benefit Class Code to be established for any new job classification put into effect after September 14, 2019 shall be whichever Benefit Class

Code is applicable to other job classifications having the same maximum base hourly rate on the date that such new job classification is put into effect. With respect to a job classification that was obsolete as of September 14, 2019 a hypothetical maximum base hourly rate applicable thereto shall be determined by increasing the maximum base hourly rate for that job classification at the time of its discontinuance to the extent necessary so as to give effect to general wage increases (including cost-of-living allowance transfers) that have occurred since such discontinuance, and the Benefit Class Code for such classification so derived shall be whichever Benefit Class Code herein is applicable to other job classifications having the same maximum base hourly rate on that date.

(3) For purposes hereof, the maximum base hourly rate of a job classification paid on a day-work basis at any plant or facility shall be the maximum straight-time hourly rate for that job classification at such plant or facility (excluding any cost-of-living allowance and premiums).

(4) The maximum base hourly rate of a job classification in effect on September 6, 1967 and paid under an incentive method of pay at any plant or facility shall be the average straight-time hourly earned rate (including incentive earnings and any wage increases and cost-of-living allowance transfers which, as of September 6, 1967, were not factored in the base rate of the job classification but excluding any cost-of-living allowance and premiums) for all hours worked by all employees in that job classification at such plant or facility for the period beginning September 5, 1966, and ending September 3, 1967, plus any wage increases and cost-of-living allowance transfers effective for that job classification subsequent to September 6, 1967.

In the event an employee is transferred to a job which results in a lower basic benefit rate, such employee's vested pension benefit, if any, shall not be less than the amount of such employee's accrued pension benefit on the date of such transfer plus benefits earned in the 12 consecutive months following the date of transfer.

APPENDIX B

For the sole purpose of Article III, Section 4 of the Plan, all approved job classifications set forth in the Local Wage Agreements as of September 14, 1973 of the GM Powertrain Plants in Defiance, Ohio (Defiance Castings, Engines, Transmissions) and Saginaw, Michigan (Saginaw Metal Casting Operation) are designated foundry jobs at the respective plant locations except for those job classifications listed herein for each such respective plant location. No other job classifications shall be designated foundry jobs.

GM Powertrain, Defiance Castings, Engines, Transmissions, Defiance, Ohio

- Bus Person
- Cashier
- Clerk – Pattern and/or Maintenance
- Cook
- Crane Operator - Locomotive
- Dispatcher - Materials
- Driver - Licensed Trucks - Tractor
and Trailer - Semi
- Heavy Equipment Operator
- Inspection Department - Inspection
(Special Assignment)
- Kitchen Help
- Locomotive Operator
- Safety Equipment Repair
- Salvage Reclaimer
- ⁽²⁾ Shipping Clerk
- Yard Labor
- Blacksmith
- Casting Layout

**GM Powertrain, Defiance Castings, Engines,
Transmissions, Defiance, Ohio, (cont'd.)**

(3) Garage Mechanic

(1) Machinist

Pattern Maker - Leader

Pattern Maker - Wood & Metal

Shift Operating Engineer

Tool Grinder

(1) Designated as a foundry job only for those employees so classified who work in Plant #2, 816 Department.

(2) Designated as a foundry job only for those employees so classified who work in Plant #1, 539 Department.

(3) Designated as a foundry job only for those employees so classified who work in Plant #2, 816 Department, Battery Charge Area.

**GM Powertrain Saginaw Metal Casting Operation,
Saginaw, Michigan**

- (1) Attendant - Pattern Storage
 - Attendant - Pattern Storage - Leader
 - Clerks - Receiving - (Includes Inspectors)
 - Crane Hooker or Signal Person
 - Crane Operator - Locomotive
 - Crib Attendant - Maintenance
 - Crib Attendant - Pattern Shop
 - Drill Press Operator
 - Driver - Licensed Passenger Cars
 - Drivers - Licensed Trucks - Receiving & Yard
- (1) Equipment Operator - Special
 - (Including Bay City Shovel, Bull Dozer, Pay Loader Shovel Operator)
 - Field Sand Gasoline Locomotive Operator
 - Flask Repair - Metal Flask
 - Flask Repair - Metal Flask - Leader
 - Gardener
 - Laborer - Yard - Maintenance - Leader
 - Labor - Yard - Maintenance - Railroad
 - Track Repair
 - Locker Room Attendant
 - Milling Machine Operator - Driers
- (2) Oiler - Machinery, Equipment and Motors
 - Power House Attendant
 - Receiving Department - Leader
 - Salvage - Flash Cutter

**GM Powertrain Saginaw Metal Casting Operation,
Saginaw, Michigan (cont'd.)**

Crane Repair - (Also Operates Crane)

Crane Repair - Leader

Die Repair

Flask Welder

Grinder - Cutter

Grinder Operator - Blanchard

Inspector - Layout

Machine Repair - Machinist - Maintenance –
Leader

Machine Repair - Machinist - Maintenance

Machine Repair - Machinist - Pattern Shop

Power House - Engineer - Class “B”

Power House - Fireperson

Power House - Repair

Power House - Repair - Leader

Truck Repair - Gas

Truck Repair - Gas - Leader Truck

Repair - Gas and Electric

⁽³⁾ Welder - Maintenance - Gas & Arc
Welder - Tool and Die

⁽¹⁾ Designated a foundry job only for credited
service accrued on and after July 27, 1987.

⁽²⁾ Not designated as a foundry job for those
employees so classified who work in
Department 32.

⁽³⁾ Not designated as a foundry job for those
employees so classified who work in
Department 30.

Appendix B

Any job classification in effect at a plant specified in Appendix B that was discontinued at such plant prior to September 14, 1973 shall be designated a foundry job if the work that was performed by employees on such discontinued job classification shall conform substantially to work performed at the same plant by employees on a job classification designated as a foundry job for such plant.

APPENDIX C

For the sole purpose of Article III, Section 6 of the Plan, only those job classifications specifically listed herein, which are set forth in the Local Wage Agreement in effect as of October 1, 1979 at Delco Moraine Division, Dayton, Ohio, may be designated asbestos jobs. Such designation as an asbestos job will apply only to these classifications at the above- specified plant location under the conditions specifically set forth herein. No other job classifications shall be designated asbestos jobs.

Delco Moraine Division, Dayton, Ohio

The following job classifications involved in the blending and processing of raw asbestos are designated asbestos jobs for employees so classified who are assigned to Departments 73M, 515, 523, and 530.

- Experimental Lining
- Extruding Machine Operator
- Janitors
- Job Setter
- Lining-Grinder
- Machine Cleaners
- Preform of Disc Brake Linings
- Production Heat Treat Linings
- Protective Coating Operator
- Sensor Riveters
- Stock Handler
- Weigh and Mix Materials

APPENDIX D

AGREEMENT IMPLEMENTING SECTION 3(C) OF THE SUPPLEMENTAL AGREEMENT PENSION PLAN, DATED October 16, 2019, BETWEEN GENERAL MOTORS LLC AND THE UAW ESTABLISHED BY BOARD OF ADMINISTRATION

Pursuant to Section 3(c) of the Supplemental Agreement Pension Plan, dated October 16, 2019, between General Motors LLC and the International Union, UAW, the following provisions are hereby established by the Board of Administration, hereinafter referred to as the Board:

A. PENSION COMMITTEES

1. There shall be established for each location having a bargaining unit or units covered by the terms of the National Agreement between the parties dated October 16, 2019, a Pension Committee consisting of members appointed by the GM Department of the International Union and members located at a GM Benefits & Services Center, hereinafter referred to as the Center, as delegated by the GM Employee Benefits Staff of General Motors LLC.

2. The Pension Committee Union members shall have an alternate. Meetings or participation through conference calls of the Committee shall be arranged by mutual agreement, and in the event a member is absent, the alternate may attend and when in attendance shall exercise the duties of the member.

3. The individual appointed by the Union as a member or alternate shall be an employee of General

Motors LLC, having at least one year of seniority, and working at the plant where, and at the time when, such employee is to serve as a member of the Pension Committee.

4. Either Employee Benefits or the International Union at any time may remove a member or alternate appointed by it and appoint a member or alternate to fill any vacancy among members or alternates appointed by it.

5. The names of the Union members and alternate members of the Pension Committees shall be given in writing by the GM Department of the International Union to Employee Benefits of the Company. No such member of the Committee or such alternate member shall function as such until such written notice has been given.

6. The names of the Company members appointed by Employee Benefits and alternate members of the Pension Committees shall be given in writing by Employee Benefits to the GM Department of the International Union.

7. Under usual circumstances, in plants employing 600 or more employees, the union benefit representative who functions in the Benefit Plan district in which a retiring employee or an employee who raises a problem works will serve as the Union member of the Pension Committee with respect to that employee's case.

8. A Union member of the Pension Committee shall, after reporting to such Union member's supervisor, be granted permission to leave work during working hours without loss of pay to:

(a) attend meetings or participate in conference calls of the Pension Committee,

(b) confer in the plant with an employee who requests the presence of the Union member of the Pension Committee to discuss matters with respect to eligibility for retirement or the computation of pension benefits in connection with such employee's pending retirement and to discuss any disputes relative to credited service, or

(c) confer in the plant with a retired employee or surviving spouse who requests the presence of the Union member of the Pension Committee to discuss matters with respect to such person's eligibility for benefits or the computation of such benefits.

Such permission shall be granted with the understanding that the time will be devoted to the prompt handling of such matters.

With respect to a request made in accordance with paragraphs (b) and (c) above, permission shall be granted in a timely manner consistent with the circumstances and nature of the request.

Consistent with the purpose of this procedure, a rule of reason should be applied in determining whether an employee should be excused from a job in order to confer with the Union member of the Pension Committee. 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 a job. On many jobs, discussion between the employee and the Union member of the Pension Committee is entirely practical without the necessity

for 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 the pension question as set forth in (b), above, with the Union member of the Pension Committee. A suitable place in which to discuss such issues also should be permitted a retiree or surviving spouse. This shall not interfere with any local practice which is mutually satisfactory.

B. RETIREMENTS

1. Normal Retirement or Early Retirement (Employee Option)

Application for a pension benefit under the provisions of the Pension Plan for normal or early retirement at the option of the employee shall be made by contacting the Center for a retirement package. The retirement package will be provided to the employee or Union member of the Pension Committee as requested. The retirement package contains all documents necessary to initiate a retirement.

2. Early Retirement Under Mutually Satisfactory Conditions

(a) When an employee is to be retired under mutually satisfactory conditions, the retirement package will be prepared by the Center and sent to the Union member of the Pension Committee or Personnel Director, as requested, in accordance with the procedures in Section D.

(b) Retirement under mutually satisfactory conditions will be determined based solely on the Standards as set forth in the Pension Plan applicable to such retirement, only upon the written approval of the Personnel Director or the designated representative of the Personnel Director, and acknowledged in writing by the employee on form HRP-9M.

(c) Neither the Pension Committee nor the Board shall have any jurisdiction with respect to any questions as to whether any employee retired at the employee's own option or under mutually satisfactory conditions under the Standards set forth in the Pension Plan.

3. Total and Permanent Disability Retirement

(a) Employees with seniority may apply for a total and permanent disability retirement (T&PD) on form HRP-15, "Application for Total and Permanent Disability Benefits". Such forms will be available through the Center or the Union member of the Pension Committee.

(b) The employee will supply a physician's statement and other necessary information on form HRP-15 and submit the form to the Center. The Center will furnish one copy of the front side of form HRP-15 to the Union member of the Pension Committee.

(c) An employee with seniority who has a terminal condition may apply immediately for T&PD retirement as provided in paragraphs (a) and (b) above. In the event such employee has been on leave at least one month and the cause of death is directly or indirectly a result of the terminal condition which gave rise to the disability leave of absence (for

example, excluding death as a result of homicide, suicide, or accidental death), and who has applied for retirement prior to death, shall not disqualify an otherwise eligible surviving spouse from receiving a benefit. Notwithstanding the foregoing, effective October 1, 1999, (a) in the case of an occupational injury or disease incurred in the course of employment with General Motors LLC resulting in death, neither the one-month period nor the leave of absence requirement shall apply, and (b) in the case of a terminal condition as such term is used and qualified in this paragraph, the one-month period shall not apply.

(d) The Center will notify each employee who has been absent for five (5) continuous months, because of disability, of such employee's possible eligibility for T&PD pension. The Union member of the Pension Committee will be furnished a copy of the employee's notification letter. If such absence continues for a period of nine (9) full months because of disability and the employee has not applied for T&PD pension, the Center will again notify the employee of such employee's possible eligibility for such pension and will furnish a copy of the employee's notification to the Union member of the Pension Committee.

(e) When it becomes necessary to determine whether an employee is totally and permanently disabled within the meaning of the Pension Plan, the following procedure shall govern:

(1) Within 45 days of receipt of the employee's T&PD application, the Company will make such determination upon the basis of medical evidence satisfactory to it. If special circumstances or additional medical evidence is required from the employee and written notice of the need of an extension is provided to the employee prior to the expiration of the initial

45 day period, the Plan is allowed an extension of time for review of no more than 30 days. If additional time is needed due to special circumstances outside the Company's control, the Company is allowed an additional extension of up to 30 days. In the case where additional medical evidence is needed, the employee has within 45 days from receipt of the notice to provide that evidence. Failure to provide requested evidence will result in denial of the application. The employee has the option to follow the appeal procedure as set forth in paragraph (2) of this section below. If it is determined that the employee is totally and permanently disabled, the Center will process the application in accordance with the procedures set out in Section D., "Authorization for Pension Benefits".

If it is determined that the employee is not totally and permanently disabled, the Center will prepare form HRP-22, "Notice of Denial - Application for Total and Permanent Disability Benefits". Copies of such form will be furnished to the employee and the Union member of the Pension Committee. The Center also will furnish the Union member of the Pension Committee with a copy of the reverse side of form HRP-15, "Statement of Employee's Physician".

(2) If the employee is denied a T&PD retirement during any stage of the application or appeal process, including during the Impartial Medical Examination, due to medical disqualification as defined in Article II, Section 3(b) of the Plan, the employee will be notified of the denial. The denial notice will: (a) provide the specific reason(s) for the denial, (b) make specific reference to the pertinent Plan provision(s) upon which the denial is based, (c) describe any additional material or information necessary and why such material or information is needed, (d) describe the Plan's claim review

procedures and the time limits applicable to such procedures, including a statement of the employees right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal, (e) include a statement that the employee is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits, (f) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the determination, (A) either describe the specific rule, guideline, protocol, or other similar criterion or include a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other similar criterion will be provided free of charge upon request, or (B) include a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist, (g) if the adverse determination is based upon a medical necessity or experimental treatment or similar exclusion or limit, include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the employees medical circumstances or a statement that such explanation will be provided free of charge upon request, and (h) a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the employee to the Plan of health care professionals who treated the employee and vocational professionals who evaluated the employee; (ii) the identity and views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination made on the employee's behalf by

the Social Security Administration, presented by the employee to the Plan.

The notification provided under the foregoing paragraph will be provided in a culturally and linguistically appropriate manner, as stated under Department of Labor regulation 29 CFR Section 2560.503-1(o).

The employee will have at least 180 days, but in no event more than 210 days, following receipt of the denial to appeal such denial by writing to the Plan Administrator at P.O. Box 5078, Southfield, Michigan, 48086-5078. The Plan Administrator has the authority to construe and interpret Plan language and render decisions on behalf of General Motors LLC. The employee should include in the appeal the reason(s) the employee believes the application was improperly denied, along with any additional comments, documents and medical records relating to the employee's appeal. If the employee is denied a T&PD retirement for reasons other than medical disqualification, the employee may appeal by initiating the procedure set forth in Section K of this Appendix D within the 180 day period, including the 180th day. The response to the appeal will be provided within a reasonable time but not later than 45 days (90 days if special circumstances require an extension of time and written notice of the need of an extension is provided) after the request for review is received.

The GM Medical Director will evaluate the medical information pertaining to the employee's T&PD appeal and make a determination in accordance with the provisions of the Plan, provided he or she was neither the individual who made the initial claim denial that is subject to the appeal, nor the subordinate of such individual. The GM Medical Director has discretionary

authority in this process to construe, interpret, and make medical evaluation on behalf of General Motors LLC regarding the employee's T&PD application.

The Plan will identify any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the benefit denial whether or not such advice was relied upon in making the benefit determination.

The Plan Administrator will advise the employee of the appeal determination on form HRP-21B, "Plan Administrator's Appeal Determination of Total and Permanent Disability", within a reasonable time, but not later than 45 days (90 days if special circumstances require an extension of time and written notice of the need of an extension is provided) after the employee's appeal is received, a copy of form HRP-21B will be provided to the Union member of the Pension Committee. Upon written request, the employee may request, free of charge, copies of relevant documents, records and other pertinent information pertaining to their appeal.

In the event the employee's appeal is denied, in whole or in part, the employee may follow the Voluntary Appeal Process under Appendix D, Paragraph B(3)(e)(3) of the Plan or the employee has the right to bring civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) of 1974.

(3) Voluntary Appeal Process - If the employee or the Union member of the Pension Committee disagrees with the GM Medical Director's determination regarding medical disqualification for a T&PD retirement, an appeal of such determination may be made in writing to the Center within 30 days,

including the 30th day, of receipt of the determination on form HRP-21B, "Plan Administrator's Appeal Determination of Total and Permanent Disability". A copy of form HRP-21B will be provided to the Union member of the Pension Committee. The Pension Committee shall then designate a clinic in the area, which is on the approved list (Appendix D-1), to examine the employee and determine whether the employee is totally and permanently disabled pursuant to Article II, Section 3(b) of the Plan.

(4) Prior to the clinic examination referred to above, the Center will prepare form HRP- 21, "Determination of Total and Permanent Disability", and will furnish one copy to the clinic, one copy to the employee and one copy to the Union member of the Pension Committee. An employee, whose General Motors LLC employing unit is more than 30 miles one way from the clinic in the area on the approved list designated by the Pension Committee to examine the employee to make a determination as to whether the employee is totally and permanently disabled, will be reimbursed, upon written request, for miles actually driven from the employee's residence to such clinic and back, using the most direct route available. Such rate will be based on the Internal Revenue Service (IRS) mileage rate.

(5) The clinic, after examining the employee, shall make a determination if the employee is totally and permanently disabled. Such determination shall decide the question and shall be final and binding on the employee, the Company and the Union. Pursuant to ERISA, the employee may seek court review subject to the above.

(6) Upon receipt of any clinic determination, the Center will complete form HRP-

21A, “Notice of Clinic Determination - Total and Permanent Disability”, furnish copies to the employee and the Union member of the Pension Committee, and retain a copy in the employee’s pension file. If the clinic determination is that the employee is not totally and permanently disabled, form HRP-21A shall instruct such employee to report to the Plant Medical Director for examination.

(7) If the clinic, after examining the employee, determines that the employee is not totally and permanently disabled, the Plant Medical Director will examine the employee to determine whether the employee is able to perform a job in the plant. Where the employee has no home unit, the clinic determination will be final and binding on the employee, the Company, and the Union. The employee’s name will be submitted to the National Employee Placement Center for placement.

(8) If the Plant Medical Director, after examining the employee, determines that the employee is able to perform a job in the plant, the employee will be deemed by the Company not to be totally and permanently disabled within the meaning of the Pension Plan. Such job will be identified in writing to the employee with a copy to the Union member of the Pension Committee.

(9) If the Plant Medical Director, after examining the employee, determines that the employee is not able to perform any job in the plant, the employee will be deemed by the Company to be totally and permanently disabled within the meaning of the Pension Plan.

In connection with this Voluntary Appeal Process, the Plan waives the right to assert that an employee

has failed to exhaust administrative remedies because the employee did not elect to submit their appeal to this voluntary level of appeal. The Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time the voluntary appeal is pending.

If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, it will provide the employee with such new or additional evidence, without request, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow the employee time to respond.

Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide the employee with a copy of the rationale at no cost. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow the employee time to respond.

(f) When it becomes necessary to determine whether a disability pensioner continues to be totally and permanently disabled within the meaning of the Pension Plan, the following will implement the provisions of Article II, Section 3(c) of the Plan:

(1) The Company will make such determination upon the basis of medical evidence satisfactory to it. If it is determined that the pensioner is no longer totally and permanently disabled, the Company will prepare form HRP-23, "Notice of Determination - Cessation of Total and Permanent Disability Benefits",

and will furnish copies to the disability pensioner, the Union member of the Pension Committee, the local Personnel Director, and two copies to the Board.

(2) If the Union member of the Pension Committee disagrees with the Company's determination, the procedure described in Paragraph B3(e) will apply.

(g) When it is found that a disability pensioner is employed, the Company will make such investigation as it considers appropriate to determine if the pensioner is engaged in gainful employment for purposes other than rehabilitation (or employment necessary to avoid a reduction or elimination in Worker's Compensation benefits under state law). If the Company determines, on the basis of evidence satisfactory to it, that the employment in which the disability pensioner is engaged is gainful employment and is not for purposes of rehabilitation or not to avoid a reduction or elimination of Worker's Compensation benefits under state law, the Company will prepare form HRP-23 and will furnish copies to the disability pensioner, the Union member of the Pension Committee, the local Personnel Director, and two copies to the Board.

(1) If such pensioner disputes the Company's determination on the basis that the employment is not gainful employment, such determination may be appealed by filing a written claim with the Pension Committee as set forth in Section K herein.

(2) If such pensioner disputes the Company's determination on the basis that the employment is for purposes of rehabilitation, such pensioner may, within 30 days of receipt of such

determination, file a written claim with the Center on form BA 1, "Employee Claim to Pension Committee".

The Pension Committee shall then designate a clinic in the area, which is on the approved list (Appendix D-1), to examine the pensioner. The opinion of the clinic shall decide the question with respect to whether the employment in which the disability pensioner is engaged is rehabilitative or not and such opinion shall be final and binding on the pensioner, the Company and the Union. Such clinic exam shall not be performed if there is any unresolved claim pending with respect to whether such pensioner's employment is gainful employment.

(3) If such pensioner disputes the Company's determination on the basis that the employment is for purposes of avoiding a reduction or elimination of Worker's Compensation benefits under state law, such determination may be appealed by filing a written claim with the Pension Committee as set forth in Section K herein.

(h) If a disability pensioner returns to work for the Company, the local Personnel Director or designee will notify the Union member of the Pension Committee and the Center of such return to work. When the former employee returns to work, the local Personnel Director or designee will furnish such former employee with a copy of the Summary Plan Description, "What You Should Know About Your Benefits" booklet and a copy of the "Local Seniority and Wage Agreement".

(i) When a former employee who has retired under total and permanent disability provisions asserts such retiree has recovered and notifies the Company of their intent to return to work, the following procedure will be utilized:

(1) The retiree will provide medical evidence to the Plant Medical Director, satisfactory to the Company, that supports that such retiree is no longer T&PD. The information will include, among other relevant information, a narrative report that details what has improved and why the condition under which such retiree was determined to be T&PD no longer exists or no longer disables the retiree. Documentation will include appropriate lab reports and/or test results.

(2) If necessary, the Plant Medical Director may examine the retiree to determine if the retiree has recovered.

(3) If the Plant Medical Director determines the retiree has recovered and is able to engage in regular employment on a job within the plant, the Plant Medical Director will review the matter with the Company. If the Company agrees, the retiree is to be removed from T&PD status and seniority will be treated as set forth in Exhibit A, Section 4(b) of the Supplemental Agreement (Pension Plan), and the retirement is to be cancelled. The Plant Medical Director will advise the retiree, the Union Benefit Representative (UBR), and the Center.

(4) If the Plant Medical Director determines that the retiree has not recovered and should remain on T&PD retirement, the retiree will continue in T&PD status under the Pension Plan. The Plant Medical Director will advise the retiree, the UBR and the Center.

(5) If the retiree disagrees, the retiree may contact the UBR. If the UBR disagrees with the Plant Medical Director's determination, the UBR will forward the case, with all pertinent medical

information, to the International Representative in the UAW-GM Department. The International Representative may forward the case to the GM Employee Benefits (EB) Staff. After reviewing the case with the Corporate Medical Director, the GM EB Staff will provide the International Representative with the Corporate Medical Director's decision of why the retiree has not recovered and is not able to engage in regular employment on a job within the plant. If the International Representative disagrees with the determination of General Motors LLC, the International Representative and the GM EB Staff may agree to schedule an exam with an impartial specialist physician selected by the Plant Medical Director or, in the absence of such agreement, the GM EB Staff will advise the Plant Medical Director to schedule an exam with an impartial clinic in the area which is on the approved list (Appendix D-1). However, in all cases where the retiree has been retired for five or more years, the retiree will be sent to an impartial specialist approved by the GM EB Staff and the International Representative. The impartial clinic or physician will determine whether the retiree has recovered and is able to engage in regular employment on a job within the plant. The decision of the impartial clinic or physician is final and binding on the retiree, the Union and General Motors LLC.

If the impartial clinic determines the retiree remains totally and permanently disabled, the former employee remains retired and cannot reapply to return to work unless there is a substantial change in the retiree's medical condition subsequent to the initial request to return to work. If the impartial physician determines the retiree has recovered and is able to engage in regular employment on a job within the plant, the retiree is to be removed from T&PD status and seniority will be treated as set forth in Exhibit A,

Section 4(b) of the Supplemental Agreement (Pension Plan). The Plant Medical Director will advise the retiree, the Union Benefit Representative and the Center of the determination.

C. PENSION BENEFITS TO SURVIVING SPOUSE

1. An employee who retires prior to age 55 with benefits commencing on or after October 1, 1970, excluding 1) an employee with 30 or more years of credited service who retires with benefits commencing on or after October 1, 1974, or 2) an employee retiring with benefits commencing on or after October 1, 1984, as early as age 50 under mutually satisfactory conditions in accordance with the Standards set forth in the Pension Plan, will be informed by the Center prior to age 55 with respect to surviving spouse coverage. The retired employee for whom such surviving spouse coverage is to be effective must advise the Center of the intent to reject the coverage, on a form approved by General Motors LLC, "Rejection/Election of Survivor Coverage", which includes the written consent of the pensioner's spouse that informs the spouse of the effect of rejection, and that is witnessed by a notary public, and filing it with the Center, during the month prior to the month in which the pensioner attains age 55.

An employee who is married when the surviving spouse coverage would otherwise become effective, but who has been married less than one year at that time, may elect such coverage to become effective on the one-year anniversary of the marriage. The applicable reduction in the retiree's pension benefit shall commence on the first day of the month following the one-year anniversary date.

2. Pre-retirement survivor coverage is provided to a former employee who separated from service pursuant to the provisions in Article II, Section 11(i). The former employee shall submit proofs as provided in Paragraph C3 below and complete the retirement package.

A former employee with deferred vested eligibility who initiates commencement of such benefit will have automatic surviving spouse coverage in effect at the time of the employee's break in seniority unless rejected by the former employee and spouse and witnessed by a notary public.

3. An employee, or former employee, for whom the surviving spouse coverage is to be effective must submit, prior to the effective date, satisfactory proof to the Center:

(a) of the date of birth of the designated spouse,

(b) that the employee and spouse have been married for at least one year prior to the effective date of the coverage, and

(c) the spouse's Social Security number.

4. An employee's surviving spouse who is eligible for surviving spouse benefits under the Pension Plan, following the death of such employee prior to the employee's retirement, must submit to the Center the proofs required under (a), (b) and (c) of Paragraph C3 above and complete the retirement package, prior to commencement of such benefits.

5. In the event of the death of the employee's designated spouse, a retired employee, or former

employee, who has surviving spouse coverage in effect may have the basic benefit restored to the amount payable without such coverage. To have the basic benefit restored, a pensioner must submit to the Center a copy of the Death Certificate for such spouse. (For deaths on or after October 1, 1999, restoration of the monthly basic benefit will be effective the first day of the month following the date of death upon receipt by the Company, of notice satisfactory to the Company, of the spouse's death.)

In the event of the pensioner's divorce by final court decree from the designated spouse and a Qualified Domestic Relations Order (QDRO) so provides, a pensioner who has surviving spouse coverage in effect may have the basic benefit restored to the amount payable without such coverage. To have the basic benefit restored, the pensioner must submit to the Center written revocation of the election because of divorce on a form approved by the Company and the QDRO must so state.

In either case, a notice indicating the adjusted monthly benefit amount resulting from revocation of the surviving spouse coverage will be provided to the retired employee and to the Union member of the Pension Committee.

6. An employee who retired with benefits payable commencing prior to October 1, 1970 and who has surviving spouse coverage in effect (excluding a special survivor option) and who is divorced by final court decree and a QDRO so provides may elect to receive the full amount of any increase in benefits otherwise payable effective on or after April 1, 1971. To receive the full amount of any such increase, the pensioner must submit to the Center written revocation on a form approved by the Company and the QDRO must so

state. A notice indicating the adjusted monthly benefit amount resulting from revocation of the surviving spouse coverage will be provided to the retired employee and to the Union member of the Pension Committee.

7. Effective October 1, 1979, an employee who retired with benefits commencing on or after January 1, 1962, who had not previously rejected surviving spouse coverage for which such employee was eligible, and who marries or remarries, may elect or re-elect such coverage, following satisfactory proof of marriage. (For elections effective January 1, 1997 and thereafter, such coverage shall become effective on the one year anniversary of the marriage.) In the event a retired employee marries or remarries on or after October 1, 1996, the completed documents required in Paragraph C3 above must be received by General Motors LLC on or before the retired employee's eighteen month anniversary of marriage. The applicable reduction in the retiree's pension benefit shall commence on the first day of the month following the one-year anniversary date.

To obtain surviving spouse coverage, the pensioner must submit to the Center a completed form HRP-60, "Notice Relating to Survivor Coverage". A notice indicating the adjusted monthly benefit amount resulting from election or reelection of surviving spouse coverage will be provided to the retired employee and to the Union member of the Pension Committee.

Effective October 1, 2003 through December 31, 2009, a retiree who marries or remarries and adds such retiree's spouse to health care or life insurance coverage within 12 months of such marriage or remarriage will be deemed to have automatically

elected surviving spouse coverage, effective with the one year anniversary of such marriage or remarriage and the applicable reduction in the retiree's benefit will commence, provided eligibility is met. In no event, shall such election be effective if the retiree previously rejected survivor coverage.

Beginning January 1, 2010, a retiree who marries or remarries and wishes to elect surviving spouse coverage, must contact the GM Benefits & Services Center directly within 18 months of such marriage or remarriage in order to elect such coverage. The applicable reduction in the retiree's benefit will commence effective with the one year anniversary of such marriage or remarriage, provided eligibility is met.

Prior to the one year anniversary date, the Center will mail Form HRP-60A to the retiree notifying the retiree of their right to revoke the coverage.

If the retiree contacts the Center after the one-year anniversary date to revoke the coverage, but not later than 18 months from the date of marriage, the Center will re-mail Form HRP-60A and inform the retiree that notarized spousal consent is required to waive coverage. The cost of coverage is recoverable from the first of the month following receipt of required documentation but the election is irrevocable if such Form HRP-60A is received after 18 months of marriage.

D. AUTHORIZATION FOR PENSION BENEFITS

1. Following the employee's application to retire in accordance with B1 or approval to retire in accordance with B2 or B3, the Center will prepare a retirement package which includes the employee's

monthly benefit amounts, and attachments, and forward such package to the requester. In order to allow the employee's pension payment to commence on the effective date of the retirement, the employee should apply for retirement a minimum of 60 days in advance of the desired date of retirement. At the time of the request to retire, the Center needs to be provided with the required personal data that would enable the Center to create a retirement package, e.g., Social Security numbers, birth dates and marriage date, if applicable. Upon receipt of the request to retire, the Center should mail a retirement package to the requester in ten business days except in circumstances (1) requiring credited service audits, (2) calculations impacted by service with a former GM unit, or (3) Qualified Domestic Relations Orders (QDRO's) within the meaning of IRC Section 414(p). The Center, in such cases, will mail the packages within ten business days following the resolution of the applicable issue.

2. To commence the pension payment on the employee's desired retirement date, the Center must receive the completed retirement forms at least 30 days in advance of the retirement date. In cases where the Center does not mail the retirement package within ten business days, but the requester returns the completed package to the Center at least 30 days prior to the retirement date, the Center will assure a timely payment or a "special check", if necessary, during the weekly processing of such payments.

3. The Union member of the Pension Committee will review the retirement package and arrange for the employee's review. The employee and Union member of the Pension Committee will sign the applicable forms.

4. The Pension Committee shall have authority, consistent with all of the provisions of the Pension Plan (Exhibit A-1) and the Supplemental Agreement (Exhibit A), to approve authorizations for pension benefits. The Pension Committee shall pass upon all authorizations for benefits under the Pension Plan for employees covered by this Agreement after the necessary information for proper consideration of such authorizations has been supplied to the employee and Union member of the Pension Committee by the Center from its records and other sources, but prior to the payment of any pension due the employee.

5. The Union member of the Pension Committee will provide a signed copy of applicable retirement forms to the retiring employee and forward the original forms and required documents to the Center.

6. When sickness and accident benefits become payable to an employee, or retired employee, for any period beyond the authorized commencement date of such employee's monthly pension benefits, and that fact has not been noted on the authorization form, the Center will notify the pensioner and the Union member of the Pension Committee of any suspension of pension benefits for the maximum period such sickness and accident benefits are payable and, if applicable, the reduction of the pension benefit payable for the month in which sickness and accident benefits expire. If it is determined subsequently that sickness and accident benefits are not payable for the maximum period, the Center will provide notification to the pensioner and to the Union member of the Pension Committee. The Union member of the Pension Committee will be advised of any reinstatement of pension benefits following the known expiration date of sickness and accident benefits.

E. REDETERMINATION OF BENEFITS

1. The Center will prepare and provide benefit adjustment communications when redetermination of benefits is required because of:

(a) the surviving spouse coverage becoming effective upon attainment of age 55 for employees retired with benefits commencing on or after October 1, 1970, or

(b) surviving spouse coverage becoming effective upon one year of marriage for pensioners married less than one year when such coverage otherwise would have been effective, or

(c) revocation of surviving spouse coverage due to death or divorce of a previously designated spouse, or

(d) surviving spouse coverage becoming effective after marriage or remarriage subsequent to retirement, or

(e) a reduction of benefits due to receipt of Workers Compensation benefits, or

(f) eligibility of a pensioner or surviving spouse under age 65 to receive a special benefit, or

(g) eligibility or ineligibility, whichever may be applicable, for a Federal Social Security benefit for disability.

2. When redetermination of benefits is required because of adjustment of credited service, change of benefit class code, base hourly rate, or age with respect to an employee who has retired with benefits, the

Center will prepare and provide benefit adjustment communications.

3. A pensioner retired at the employee's option or under mutually satisfactory conditions or the total and permanent disability provision of the Plan shall furnish the Center an authorization to periodically request from the Social Security Administration such pensioner's Social Security disability insurance benefit status. A pensioner retired under the total and permanent disability provisions of the Plan and not receiving a supplement shall furnish the Center an authorization to periodically request from the Social Security Administration a report of any after-retirement earnings such employee may have received prior to age 65 or 62, as applicable.

4. If it is determined that a pensioner received an overpayment of benefits because of receipt of a retroactive Social Security Disability Insurance Benefit award, such pensioner will provide the Center with evidence from the Social Security Administration establishing the date disability insurance benefits commenced.

If such evidence is not submitted by the pensioner within a reasonable period following request by the Center, any benefits payable to the pensioner under the Plan will be suspended upon notification to the pensioner and the Union member of the Pension Committee.

5. (a) When the evidence is received so that a calculation of overpaid benefits can be made, the pensioner will be requested to repay promptly the amount of overpaid benefits in a lump sum. Upon receipt of the repayment, benefits will resume if previously suspended.

If the pensioner received an overpayment of benefits because of receipt of a retroactive Social Security Disability Insurance Benefit award and the amount of overpayment is not promptly repaid in a lump sum, a deduction shall be made from future monthly benefits equal to 50% of the total amount of such monthly benefits until the total amount suspended equals the overpayment.

In cases of overpayments because of fraud or willful misrepresentation with respect to receipt of Social Security disability insurance benefits, if the pensioner does not repay promptly the full amount of overpayment in a lump sum, 100% of the pensioner's monthly benefits otherwise payable shall be suspended until the total amount suspended equals the overpayment.

(b) On or after October 1, 1987, if the pensioner receives a retroactive Social Security Disability Insurance Benefit (DIB) award resulting from a Reconsideration or Hearing before an administrative law judge, the amount of pension benefits to be repaid will be reduced by an amount equal to any attorney fees, paid by the pensioner, associated with the award, provided the employee makes such repayment within 30 days of the date of notification by GM of the amount to be repaid. This reduction applies only to attorney fees associated with a successful appeal of a denial of DIB, and includes only that portion of such fees associated with the period of time the employee was entitled to receive pension benefits. Any such reimbursement for any such fees may not exceed 25 percent of the amount of any overpayment as of the first of the month immediately following the month in which the pensioner is notified by Social Security of the DIB award. Attorney fees incurred for services received prior to denial of the

initial application for DIB will not reduce the amount of repayment due.

6. In cases of overpayment because of a retroactive Social Security Disability Insurance Benefit award, a letter showing the amount of the overpayment as well as the current benefit payable will be provided to the retired employee and the Union member of the Pension Committee.

F. DEFERRED PENSION BENEFITS

1. When the seniority of an employee who has 5 or more years of credited service or “service” as defined under Article III, Section 5(d) is broken for any reason except death or retirement, the Center will prepare form HRP-11G, “Monthly Deferred Vested Pension Benefits”.

2. The Center will forward the HRP-11G, an explanation letter, and a copy of the early commencement age reduction factor table directly to the former employee.

3. In order to receive deferred vested benefits under the Pension Plan, such former employee shall call or write the Center to apply for commencement of such benefits. Such application must be made with the Center not earlier than 180 days prior to the date the former employee is first eligible for such benefit. Surviving spouse coverage is automatic unless rejected and will become effective concurrent with commencement of benefits. Such former employee must advise the Center if they wish to reject this coverage prior to the requested commencement date, so that a retirement package can be provided to the former employee. The former employee must complete the forms and return them, along with

required documents as provided for in Paragraph C3, to the Center.

G. DEDUCTIONS BECAUSE OF WORKERS COMPENSATION PAYMENTS

If an employee retired with benefits payable commencing on or after April 1, 1971 receives Workers Compensation not specifically excluded from offset under the Pension Plan, the Center will prepare a benefit adjustment communication, to effect deductions from pension benefits equal to the amount of the Workers Compensation payable.

H. CREDITED SERVICE

1. Establishment of Credited Service

(a) An employee who is employed or reemployed by the Company may request the establishment of credited service for prior periods of Company employment or the reinstatement of lost credited service by completing and executing form HRP-17A, "Employee's Request for Additional Credited Service", and forwarding it to the Center.

(b) An employee may apply for additional credited service under provisions of Article III of the Pension Plan by completing form HRP-17A, "Employee's Request for Additional Credited Service", and forwarding it to the Center. A copy of such completed HRP-17A will be furnished to the Union member of the Pension Committee.

The Center will notify the employee of its determination under (a) or (b) immediately above on form HRP-17B, "Notice of Determination - Employee's Special Request for Additional Credited

Service". One copy will be furnished to the Union member of the Pension Committee.

(c) The records of a plant, whether of the Company or of a company acquired by the Company prior to October 1, 1950, as referred to in Article III, Section 1(c) of the Pension Plan dated September 21, 1984 (Exhibit A-1) in which an employee claims service, shall be presumed to be conclusive of the facts concerning such employee's employment, if any, unless shown beyond a reasonable doubt to be incorrect.

2. Annual Statement of Credited Service

(a) Not later than April of each year, employees will receive a statement of credited service showing the employee's credited service under the Pension Plan for the preceding calendar year and the total of such credited service up to the end of the preceding calendar year as indicated by General Motors LLC records.

(b) The record of the employee's credited service, as shown on the annual statement of credited service, will be established as correct. However, if the employee believes the credited service for the preceding calendar year is incorrect, such employee shall bring the matter to the Center's attention after receipt of such statement. The Center will check such claims of incorrect credited service and advise the employee of its findings. If the employee is not satisfied with the determination, such employee may refer the matter to the Union member of the Pension Committee by filing a claim on form BA 1 within 30 days after receipt of such determination. Such claims will be handled in accordance with the appeal procedure provided herein.

I. RECORDS

1. General Motors LLC shall keep and be responsible for records of the Pension Committee relating to applications for pension benefits, approved authorizations for pension benefits and dispute cases. Such records shall be made available to the Pension Committee upon request of the Committee members.

2. General Motors LLC shall keep and be responsible for records of the Board relating to all material referred to the Board. Such records and material shall be made available to the Board upon request of any of its members.

J. GENERAL

1. Errors will be corrected when found. In the event of overpayment of any supplement or temporary benefit because a reduction was not made because of the receipt of Social Security Disability Insurance Benefits, or the basic benefit was not reduced for surviving spouse coverage, in either case resulting solely from a management error occurring on or after October 1, 1979, pensioner or surviving spouse liability shall be limited to the repayment of the most recent 12 months of any such overpayment. Such limitation shall not be applicable to the repayment of any overpayment that might have occurred for any period prior to the date of such management error.

2. The Center will notify the Union member of the Pension Committee of the death of any pensioner.

K. APPEAL PROCEDURE

1. Any employee who disputes a determination with respect to such employee's (i) age, (ii) credited

service under the Pension Plan, (iii) computation of pension benefits or supplements under the Pension Plan, (iv) partial or complete suspension of supplements, or (v) whether such employee is engaged in gainful employment except for purposes of rehabilitation, or for the purposes of avoiding a reduction or elimination of Worker's Compensation benefits under state law, may file with the Center a written claim on form BA 1, "Employee Claim to Pension Committee". Such claim shall be filed within 60 days, including the 60th day, of receipt of such determination.

2. In all cases where the employee has filed a claim on form BA 1, the Pension Committee shall review such claim with the employee, return one copy of form BA 1 to the employee with a written answer to the claim and, if the claim is rejected, the reasons therefore.

3. If the employee is not satisfied with the answer, such employee may request the Pension Committee, in writing on form BA 1, to refer the case to the Board for decision. Such claim shall be filed with the Pension Committee within 60 days, including the 60th day, of the employee's receipt of such answer. The Pension Committee shall then forward form BA 1, with material pertinent to the case and the answer to the employee's claim, to the Board.

4. If the Pension Committee should fail to agree upon the disposition of any application or authorization, or of any claim filed by an employee, the case shall be referred to the Board for determination on form BA 2, "Notice of Appeal to Board of Administration". A written signed statement setting forth all the facts and circumstances surrounding the case, and any material pertinent to the case,

shall accompany the referral. Such statement may be submitted jointly by the members of the Pension Committee or separate signed statements may be submitted provided such statements are exchanged by the Pension Committee members prior to being submitted to the Board.

5. All material with respect to cases referred to the Board shall be submitted in duplicate and shall be mailed to the Secretary, Pension Board of Administration, Mail Code 482-C32-A68, General Motors LLC Global Headquarters, 300 Renaissance Center, P.O. Box 300, Detroit, Michigan 48265-3000.

6. The Board shall advise the Pension Committee in writing of the disposition of any case referred to the Board by the Pension Committee. The Pension Committee shall forward a copy of such disposition to the employee.

7. Forms BA 1 and BA 2 for each appeal must be requested from the Secretary, Pension Board of Administration, Mail Code 482-C32-A68, General Motors LLC Global Headquarters, 300 Renaissance Center, P.O. Box 300, Detroit, Michigan 48265-3000.

APPENDIX D-1
Clinics Approved to Render Examinations for
Total and Permanent Disability Cases
Employees Covered by National UAW
or IUE-CWA Agreements

Illinois

University of Illinois at Chicago Campus
914 South Wood Street
Chicago, Illinois
(312) 413-0369

Network Medical Review Company,
LTD (NMR)

605 Fulton Avenue, Ste 2002
Rockford, IL 61103
Attn: Hilary Cooper
(hilary.cooper@examworks.com)
Main Phone: 815-964-6334 ext 241192
Main Fax for Scheduling: 215-701-1886

Michigan

Genesee County Internists Association
P.O. Box 4374
Flint, Michigan 48504
(810) 234-8665

William Beaumont Hospital
Executive Health Services
Suite 633
3535 West 13 Mile Road
Royal Oak, Michigan 48073
Attn: Carol
(248) 551-7222

MES Solutions, (MES)

26261 Evergreen Road

Suite 200

Southfield, MI 48076

Attn: Lisa Fraser (lisa.fraser@mesgroup.com)

Main Phone: 866-637-7575; 586-558-7800

Main Fax: 832-485-0345

E-fax for Scheduling: 832-485-0204

Email for Referrals:

centralwebreferrals@mesgroup.com

Ohio

Dr. Gary Fehrman

1044 S. Main

Dayton, Ohio 45409

(937) 223-4855

**STANDARDS FOR APPLICATION OF
PROVISIONS REGARDING RETIREMENT
UNDER MUTUALLY SATISFACTORY
CONDITIONS**

**GENERAL MOTORS HOURLY-RATE
EMPLOYEES PENSION PLAN**

Article II, Section 2(b) of the General Motors Hourly- Rate Employees Pension Plan provides that an employee may be retired early under mutually satisfactory conditions providing such employee is otherwise eligible. The following standards have been adopted by the Company as a guide in the application of this provision.

Standards

A. An employee who is unable to work efficiently by reason of permanent disability:

The retirement must be in the best interest of the Company. It is also intended to benefit employees who are unable to work efficiently by reason of permanent disability. It contemplates that the efficiency of operation will be improved by reason of the retirement which may be the case in any of the following situations:

(1) The employee is no longer physically or mentally capable of performing such employee's work in an efficient and satisfactory manner.

(2) The employee, though still capable of performing such employee's work satisfactorily, is prevented by chronic physical illness or physical disability (less than total) from working regularly to the extent that efficiency of operation is interfered with.

(3) The employee's condition, based on medical evidence satisfactory to the Company, is such that, although able to perform the duties of such employee's job efficiently and satisfactorily, such employee would thereby be jeopardizing personal health or that of fellow employees.

(4) The employee is on disability leave or is laid off because such employee is unable to do the work offered by the Company efficiently and satisfactorily although able to perform efficiently and satisfactorily other work in the plant to which the employee would have been entitled if such employee had sufficient seniority, and the employee's condition, based on medical evidence satisfactory to the Company, is expected to be continuous until normal retirement age.

B. An employee who is laid off from their last GM employment:

Retirement under mutually satisfactory conditions will be available to an employee who is laid off

(i) as a result of a plant closing or discontinuance of operations, or

(ii) whose layoff appears to be permanent, and in either case has not been offered suitable work by the Company in the same labor market area in which the employee was last employed by the Company.

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 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 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 alternate shall function until written notice has been given by the GM Department of the International Union to General Motors LLC. 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 General Motors LLC.

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.

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, General Motors LLC, 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 General Motors LLC 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.

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 a 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 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 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 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.

**LETTER
AGREEMENTS**

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations the parties agreed upon certain lump-sum payments to be made to eligible retirees and surviving spouses.

Lump-sum payments would be paid directly to retired employees and surviving spouses on the basis described below. The lump-sum payments will be made from the Hourly-Rate Employees Pension Plan.

1. The following persons will be eligible for lump-sum payments:
 - (a) employees who retired prior to October 1, 2007 under the terms of Article II, Sections 1, 2 or 3 of the Plan and who are receiving benefits from the Plan as of the first of the month for which a lump-sum payment would be made.
 - (b) eligible surviving spouses of employees who retired under the terms of Article II, Sections 1, 2 or 3 of the Plan prior to October 1, 2007, or surviving spouses eligible for a benefit prior to September 14, 2007 pursuant to Article II, Section 5(g)

of the Plan (excluding surviving spouses of former employees who broke seniority and who are eligible for a deferred pension), or surviving spouses eligible for a benefit under Article II, Section 8(d) and who are eligible for a pension benefit from the Plan as of the first of the month for which a lump-sum payment would be made.

- (c) however, any such retired employee, as described above, will be eligible to receive only 50% of any lump-sum payment on or after December 2007, if there is any outstanding disability overpayment under the Life and Disability Benefits Program.

2. Amount and Dates of Payments:

- (a) in December 2007, a flat payment of \$700 will be made to retired employees.
- (b) in December 2008, 2009 and 2010, a maximum payment of \$700 will be made to retired employees with thirty or more years of credited service. The payment to pensioners with less than thirty years of credited service will be \$23.3333 per year of credited service (with a proportional amount for fractional years) or a minimum payment of \$233.33.
- (c) eligible surviving spouses will receive 65% of the amount that would have been payable to the retired employee under (a) and (b) above.
- (d) any retired employee with an outstanding overpayment, as described in 1(c) above, will have an amount equal to the portion of the lump-sum payments they are ineligible

to receive applied to the outstanding disability overpayment balance. If such amount exceeds such overpayment balance, the amount of excess will be payable.

- (e) any retired employee or surviving spouse of a retired employee with credited service at a divested unit will receive a pro-rata payment based on the ratio of GM credited service to total GM and divested unit credited service.

Please indicate your concurrence in the proposed lump-sum payments arrangement and other provisions of this letter.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

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.

The Executive Board – Joint Activities will approve the development and implementation of training education programs. Such training education programs will be developed jointly. Funding for such training education programs, including development cost, travel, lodging and wages of participants shall be paid in accordance with the Memorandum of Understanding-Joint Activities. These programs include, but are not limited to, the following:

- Three joint UAW-GM Benefits Training Conferences will be scheduled upon approval by the parties.

- Continuing education program will be revised and updated for Union Benefit Representatives, 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.
- Conduct periodic on-site plant surveys and audits to evaluate training and education needs to improve employee service.
- Ad hoc training meetings and materials on legal developments or other special needs.

The Company 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 also 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

D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

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.

2. The parties further agree that the Company 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 may also be made available by the Company electronically.

4. The parties further agree to work toward enhancing the information available through Fidelity's Plan Sponsor WebStation® (PSW).

5. The parties further agree ongoing discussions to enhance the information available through the disability administrator's web-based tool to provide Local Union Benefit Representatives and Alternates information regarding leaves of absence.

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

D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties agreed that the term “80% Date” means the first of the month in which a retiree is or would have been eligible to receive a Social Security retirement benefit equal to 80% of the retiree’s Social Security full retirement benefit. The parties further agreed to provide for extended early retirement supplements, interim supplements and temporary benefits for current retirees born in 1944, 1945, 1946, 1947, 1948, or prior to September 15, 1949 who attain age 62 during the 2007 Agreement, and to future retirees born in those years who, during the term of the 2007 Agreement:

- (i) retire prior to attaining age 62 under Article II, Section 2 or Section 3 of the Pension Plan, and
- (ii) attain age 62.

Any such supplements or temporary benefits payable will be extended until the month prior to the retiree’s “80% Date”.

The parties also agreed to provide early retirement supplements (notwithstanding the age limitations within Article II, Section 6(a)(1)), interim supplements (notwithstanding the age limitations of Article II, Section 6(a)(2)) and temporary benefits (notwithstanding the age limitations of Article II, Section 4(c)) to those employees born in 1944, 1945, 1946, 1947, 1948, or prior to September 15, 1949 who, during the term of this Agreement, retire subsequent to age 62 but prior to their individual "80% Date". For the purpose of applying, this provision, interim supplements for those employees who retire after age 62 and were otherwise not eligible for an interim supplement will be determined as though the employee retired at age 61. In no event shall this provision serve to provide a total benefit at any time to an employee which is greater than the total benefit payable to a similarly situated employee who retires prior to age 62 with the same credited service.

For those retirees whose monthly basic benefit is subject to redetermination at age 62 and one month, the total amount of monthly pension benefit payable, subject to applicable increases, will be the same as that provided immediately prior to age 62 until attainment of the "80% date". For this purpose, any early retirement supplement or interim supplement payable after age 62 will be reduced by the amount of basic benefit that was increased as the result of the redetermination. For a retiree who is receiving an early retirement supplement or an interim supplement, who also is receiving a Social Security Disability benefit, that supplement will cease at age 62 and one month, as currently.

The parties further agree that, during the term of the 2007 Collective Bargaining Agreement, they would review the issues surrounding the changes in the

Social Security

Social Security “80% date” and evaluate alternatives to address this issue in the next Collective Bargaining Agreement.

Very truly yours,
GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the employment coding system and the resulting impact on the Workers Compensation credited service provision of the UAW-GM Pension Plan. This is to confirm that an employee who is absent from work on an approved leave of absence because of occupational injury or disease (Code A-11) and on account of such injury or disease, receives Workers Compensation payments, will receive credited service at the rate of 40 hours for each complete calendar week that the employee is on such leave.

For an employee whose initial leave is not considered an approved leave of absence because of occupational injury or disease, but the leave is subsequently changed to an approved leave of absence because of occupational injury or disease (Code A-11), credited service will be given for the period for which Workers Compensation benefits are payable.

In addition, in those cases where Workers Compensation benefits are no longer payable because the employee has reached maximum medical improvement or the time certain beyond which benefits are not payable, the employee also will be

Credited Service

given credited service at the rate of 40 hours for each complete calendar week that the employee is on an approved leave of absence if such absence is directly related to the occupational injury or disease (Code A-11). Notwithstanding the above, should an employee who otherwise would be eligible to receive credited service break seniority under the terms of the UAW-GM National Agreement or be able to perform any job in the plant for which the employee has seniority, credited service shall cease to accrue as of that date.

To the extent an employee has not received credited service consistent with these provisions because of employment coding errors, credited service will be corrected if the error is brought to the attention of the GM Benefits & Services Center.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the increased importance of protecting private data in the digital age. Personally Identifiable Information (PII) can include private information such as full name, address and date of birth. Printed pension checks possess attributes of PII.

To address this issue:

1. Pensioners with a benefit commencement date effective on or after January 1, 2020, will be required to enroll in Electronic Funds Transfer (EFT) at a financial institution of their choice. This will allow for immediate availability of funds on the date of deposit and the added security of having the participants pension check deposited in their designated account every month.
2. The Company will initiate communication to pensioners not currently enrolled in EFT to promote the benefits of EFT and encourage their enrollment.

3. Beginning February 1, 2020, all participants enrolled in EFT will receive advices on-line monthly, with an annual statement mailed to their address of record in December. Participants choosing to receive monthly statements mailed to their address of record, will be required to contact the GM Benefits & Service Center.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the Union's concern that certain locations may not have been expeditiously following the return to work process related to those former employees who were on Total and Permanent Disability retirement, claimed to be recovered, and wanted to return to work.

Additionally, the parties discussed the Union's concerns that former employees who had been retired as Total and Permanent Disability retirements were not being returned to active employment in a timely manner following approval by the Plant Medical Director or the Clinic, as appropriate upon recovery from such Total and Permanent Disability retirement. In this case, the plant should identify the appropriate job and the employee should be placed in such job as soon as practicable.

Total and Permanent Disability – Return to Work

Management will notify plant personnel directors of these requirements.

Very truly yours,
GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

As discussed during these negotiations, this will confirm our understanding that for purposes of Article X, Section 1 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.

In addition, the Plan shall assume all assets and liabilities of the New Venture Gear Hourly-Rate Pension Plan.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

As discussed, this will confirm our understanding that for purposes of Article X, Section 1 of the GM Hourly - Rate Employees Pension Plan, the definition of Employee will include all hourly participants formerly in the Guide Corporation Hourly - Rate Employees Pension Plan.

In addition, the GM Hourly – Rate Employees Pension Plan shall assume all assets and liabilities of the Guide Corporation Hourly-Rate Employees Pension Plan.

Very truly yours,
GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the Union's request that all pension data and reports be UAW specific.

This is to confirm that, where reasonably practicable, reports given to the Union will be UAW specific.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
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WORKERS OF AMERICA, UAW

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During 2015 Negotiations, the parties discussed the feasibility of piloting a phased retirement status. The parties discussed the complexities that such a status could have on the manufacturing and other operations. The parties also discussed the fact that such a new status would require modifications to certain provisions of the National Agreement, Pension Plan and other benefit plans.

As a result of these discussions, the parties agreed to study the feasibility of a phased retirement status during the course of the 2015 National Agreement. The study may consider the impact on operations, workforce scheduling and manufacturing efficiency as well as the costs associated with payroll, other system modifications, and other administrative considerations. If such status is mutually agreed to between the parties, a phased retirement pilot program may be implemented upon reaching agreement on the required modifications

to National Agreement provisions, Pension and other Benefit Plan provisions. It is understood that either party, on its own, can decide not to approve or implement such a pilot program.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
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WORKERS OF AMERICA, UAW

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the UAW raised the topic of benefit increases and lump sum payments for former General Motors LLC employees who transferred to Delphi as part of the Delphi spin-off. The UAW expressed their interest in providing additional payments under the GM Hourly-Rate Employees Pension Plan (GM HRP) to former General Motors LLC employees who are now “Covered Employees” as defined in the Term Sheet– Delphi Pension Freeze and Cessation of OPEB, and GM Consensual Triggering of Benefit Guarantees. The parties discussed the implications of a freeze of the Delphi Hourly-Rate Employees Pension Plan (Delphi HRP) and Delphi’s plan to not provide lump-sum payments to their retirees and surviving spouses.

As a result of these discussions, the parties agreed to provide “Covered Employees” with incremental pension increases and lump-sum payments under the provisions of the 2007 General Motors LLC Hourly-Rate Employees Pension Plan, such that these “Covered Employees” will receive from the GM HRP and the Delphi HRP total pension benefits which are the same as if such “Covered Employees” had been a General Motors LLC employee for their full service.

This letter agreement applies only to “Covered Employees” and applies only to pension increases or lump-sum payments provided for under the 2007 General Motors LLC Hourly-Rate Employees Pension Plan.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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

By: Terry Dittes

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During the 2009 negotiations, the parties discussed the 2007 letter agreement titled "Workers Compensation". That letter agreement stated:

"This letter of agreement constitutes an amendment to the 2007 UAW-GM Pension Plan and shall be construed and applied as if it were therein incorporated."

"Pursuant to Subsection 354 (14) of the Michigan Workers Compensation Act, as amended, until termination or earlier amendment of the 2007 Collective Bargaining Agreement for employees who are injured and retire on or after October 1, 2007, workers compensation payments for such employees shall be reduced by disability retirement benefits payable under the Hourly-Rate Employees Pension Plan to the extent that the combined workers compensation payments, initial Social Security Disability Insurance Benefit amount, and the initial disability retirement benefit (per week) exceed the employee's gross Average Weekly

Wage at the time of injury. In no event shall such reduction be greater than the disability retirement benefit payable.”

As a result of the 2009 negotiations, the parties have agreed that the 2007 letter agreement, referenced above, will be amended such that, effective January 1, 2010, the provisions of the 2007 letter agreement will be applied to all retirees who retired prior to January 1, 2010, regardless of their date of retirement or injury.

Additionally, the parties have agreed that, for employees who retire on or after January 1, 2010, the above referenced 2007 letter titled Workers Compensation will be eliminated and that, pursuant to the Michigan Workers Compensation Act, workers compensation payable for all such retirees shall be reduced, commencing January 1, 2010, by pension or retirement payments payable under the Hourly-Rate Employees Pension Plan.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

Accepted and Approved:

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

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties agreed to make improvements to the credited service worksheet.

The parties agreed that compensated hours by period and tier codes relating to the participant's location will be added to the worksheet on a prospective basis. Furthermore, period detail display will be streamlined to make the document easier to understand.

Additional potential changes will be discussed by the parties in the future and will be implemented as appropriate.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed post-termination administration of the Saturn Individual Retirement Plan for Represented Members (IRP) and the transition of participants to the General Motors Hourly-Rate Employees Pension Plan (HRP), specifically as it relates to application of the carve-out provisions whereby HRP benefits are reduced by an amount attributable to IRP benefits.

The parties noted that after the IRP was merged into the HRP, it was discovered that changes were necessary regarding certain aspects of the parties' agreement and administration of the transition from the IRP to the HRP in order to comply with applicable Internal Revenue Code requirements. It was further noted that in order to address this situation, the parties had agreed to, and implemented, the changes described and set forth in the document identified as "Saturn IRP Transition to GM HRP". The parties also discussed a general concern that as individuals responsible for HRP administration may transition overtime, there is a need to maintain uniform administrative procedures regarding these complex provisions in order to comply with the principle HRP language.

The parties agree, therefore, to incorporate by reference the “Saturn IRP Transition to GM HRP” document in its entirety, including all tables and examples, to this Agreement.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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By: Terry Dittes

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October 16, 2019

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Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the pension process that applies to former GM employees who were divested to American Axle Manufacturing (AAM) on March 1, 1994, and either retired directly from AAM or returned to GM by October 1, 1996. That process provided for issuance to eligible employees a single pension check, which is funded from each company's pension trust ("one check" process).

The parties discussed the fact that this is the only "one check" process administered by the hourly pension plan, which carries with it certain financial issues and concerns associated with movement of funds from the AAM pension trust to the GM pension trust on a monthly basis. GM believes that the complexities, costs and administrative requirements imposed by such a process are unreasonably burdensome and could result in errors that could adversely impact not only the Plan, but also participants.

As a result of discussions over the term of the 2011 Agreement the parties have agreed to discontinue the “one check” process as soon as administratively possible. GM and AAM will develop the plan (including communications to participants) for transitioning in-pay participants to receipt of separate payments from the GM trust and AAM trust. Upon transition any pension benefits will then be paid to these participants in the same manner applicable to participants from other divested units and in accordance with AAM and GM Pension Plan provisions, respectively.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During the course of the 2007 negotiations, the parties discussed various concerns that the Union had with respect to the GM Benefits & Services Center administration and the quality of employee records. To address these concerns, the parties agreed that the GM Benefits & Service Center would be directed to perform a credited service audit on the records of active hourly employees who: (1) had a seniority that differed from their credited service, (2) had foundry service, (3) were impacted by the 1999 layoff provision, or (4) had service as a temporary employee. The parties further agreed that where seniority was equal to credited service, an audit would not be required unless the employee requested such audit upon application to retire. In addition, where an audit had been completed in the past twelve months, the parties agreed that a new audit would not be necessary.

During these negotiations, the parties discussed the agreement reached in 2007 negotiations and noted that the commitments had been completed.

Additionally, in an effort to continue to focus on the quality of employee records, the parties agreed to continue the review of credited service audits and records during the course of the 2011 Agreement.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed issues surrounding the provisions of Article III, Section 1 (b) (1) of the Hourly-Rate Employee Pension Plan, where a certain limited number of employees who are absent from work because of layoff or a Company approved sick leave early in a calendar year may not be able to receive 170 compensated hours for the year and, thereby, may not be eligible for the credited service “bank hours” provisions.

To address the limited number of situations that may occur in the future, the parties agreed to review and resolve such cases.

The parties agree that the intent of this letter is to address the very few cases where employees are impacted by a layoff or sick leave due to unforeseen circumstances in the beginning of the new calendar year prior to earning 170 compensated hours. In such circumstance, if the employee has unused “bank hours” from the prior year, such employee will carry-over such

unused “bank hours”, not to exceed, their maximum entitlement under the Plan, into the following calendar year. This letter agreement is not intended to result in increased use of Sickness and Accident benefits.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During 2011 negotiations, the parties discussed the manufacturing process changes that have been implemented at the Defiance Castings, Engines, Transmissions Powertrain Plant and the Saginaw Metal Casting Operations. The parties also discussed the new job classifications at these locations and the applicability of Article III, Section 4 and Appendix B to such classifications.

As a result of these discussions, the parties agreed that the Pension Board of Administration will review the guidelines associated with these classifications and the new operations and will jointly determine which classifications at the above locations are eligible for foundry credited service in accordance with the Plan.

Following this determination, the appropriate modifications will be made on a prospective basis.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

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8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the parties discussed the recent U.S. Supreme Court decision that struck down as unconstitutional the provision of the Defense of Marriage Act (“DOMA”) which had provided that for federal law purposes the term “marriage” and “spouse” were exclusive to legally married heterosexual couples.

In the event that a retiree with a same-sex spouse elected the Contingent Annuitant Option under Article II, Section 12 in order provide survivor benefits for a contingent annuitant who either was not the retiree’s spouse as of the date of such election or was not recognized by the Company as the retiree’s spouse, such retiree, or if deceased, such retiree’s spouse, may elect a 65% Surviving Spouse Option by making application on a form approved by the Company no later than 12/31/16.

Such application will be approved by the Company if it is accompanied by proof satisfactory to the Company that the retiree was legally married to their spouse as of the date of the application (or if the retiree is deceased, that the retiree was married to the contingent annuitant as of the date of the retiree’s death) and that they had been married at least one year.

Upon approval of the application the retiree's spouse will be treated as the Surviving Spouse for all purposes under the Plan as of the first of the month following receipt of the retiree's application.

Any adjustments to the benefit previously paid from the Plan resulting from this change shall be calculated and paid as soon as administratively practical after the application is approved and any refund shall be paid to the retiree, or if deceased, to the retiree's surviving spouse in a single sum.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the UAW and the Company discussed issues regarding surviving spouse coverage for UAW retirees. The Union noted that retirees who updated their surviving spouse option after retirement, primarily associated with the marriage/re-marriage provision, have expressed an interest in confirming whether their pension payment is being charged for the cost of the surviving spouse option.

To address these issues, the Company agreed to add information regarding surviving spouse coverage to the GM Benefits and Services website. Pension participants will be able to view this information at any time by logging in to www.gmbenefits.com with their personal login information. The website will include the participant's form of payment and, if it includes a survivor option, the name of the covered spouse or beneficiary.

Additionally, the parties agreed to explore ways to remind retirees on a periodic basis to review their information to ensure that their surviving spouse option election is accurate.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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WORKERS OF AMERICA, UAW

By: Terry Dittes

GENERAL MOTORS LLC

October 16, 2019

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the UAW and the Company discussed Article X, 1(a)(2) of the Hourly-Rate Employees Pension Plan dated September 16, 2011 (the "Plan") regarding hourly-rate persons on incentive pay plans. The company noted that there are no active hourly-rate employees being paid on an incentive pay basis and that this has been true for many years. The Union expressed concern that there were employees paid on an incentive basis in the past and that there may be employees paid on an incentive basis in the future and questioned the Company's proposed deletion of this Plan language.

To address these issues, the Company confirmed that retirees or terminated vested participants are covered under the agreements that were in effect at the time of their termination and that the elimination of this language from the 2015 Agreement will not have any effect of such participants' benefits, or the benefits of current active employees who may have earned benefits

while in such status. In addition, the Company agreed to review and resolve any cases that may arise because of the elimination of this language in the future.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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By: Terry Dittes

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

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During the course of these negotiations the parties discussed the Hourly-Rate Employees Pension Plan and possible ways of providing a benefit to existing UAW-represented retirees while addressing concerns about potential accounting and financial disclosure issues. In lieu of additional pension benefits, the Company will provide a \$500 gift card in 2015 (or as soon thereafter as possible).

The gift card will be provided directly to eligible retirees who are receiving benefits. Surviving spouses and former employees receiving deferred vested benefits are

not eligible. The gift card will be provided for the above stated value, and will be subject to all tax reporting requirements.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur
Vice President
GMNA Labor Relations

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INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
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Workers of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Terry Dittes
Vice President and Director
General Motors Department

Dear Mr. Dittes:

During these negotiations, the Union raised issues regarding the proxy voting process with respect to the General Motors Hourly-Rate Employees Pension Plan assets invested in equities. This is to confirm that representatives of the General Motors Investment Management Corporation responsible for overseeing such pension investments would:

- a. Upon request, provide an annual report on proxy voting activity. Additionally, upon request by the International Union, results would be provided on specific proxy voting for a reasonable number of companies.
- b. Meet not more frequently than annually at the Union's request with representatives designated by the Union to discuss the proxy voting activity.

The Union may raise questions with regard to specific proxy issues in advance of or at such meeting.

Very truly yours,

GENERAL MOTORS LLC

D. Scott Sandefur

Vice President

GMNA Labor Relations

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