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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.
: :
MOTORS LIQUIDATION COMPANY, *et al.*, : 09-50026 (REG)
f/k/a General Motors Corp., *et al.* :
: :
Debtors. : (Jointly Administered)
: :
-----X

**NOTICE OF FILING OF EXHIBITS OFFERED INTO
EVIDENCE AT HEARING TO CONSIDER DEBTORS' MOTION
PURSUANT TO 11 U.S.C. §§ 105, 363(b), (f), (k), AND (m), AND 365 AND FED. R.
BANKR. P. 2002, 6004, AND 6006, TO APPROVE THE SALE PURSUANT TO
THE AMENDED AND RESTATED MASTER SALE AND PURCHASE AGREEMENT**

PLEASE TAKE NOTICE that, in accordance with Rule 8007-1(a) of the Local
Bankruptcy Rules for the Southern District of New York, Motors Liquidation Company, *et al.*
(f/k/a General Motors Corporation, *et al.* “GM”) and its affiliated debtors, as debtors
(collectively, the “Debtors”), have filed the documents set forth in the schedule below (the
“Documents”) so that they appear on the Bankruptcy Court’s ECF system (with the exception of
those Documents that have already been filed and appear on the Bankruptcy Court’s ECF system
or are concurrently being filed under seal (each as noted below)). These Documents were

exhibits that were introduced into evidence at the hearing before the Bankruptcy Court on June 30, July 1, and July 2, 2009 to consider GM's motion to sell assets under 11 U.S.C. § 363, among other things.

Party Introducing Exhibit	Exhibit Name and Number	Exhibit Title/Description	Comment
Unofficial Committee of Family and Dissident Bondholders	Bondholder 1	Plan B Support Team: 363 Kickoff Presentation dated April 7, 2009	Exhibit filed under seal
Unofficial Committee of Family and Dissident Bondholders	Bondholder 2	Cadwalader Presentation: "Use of 363 to expedite restructuring of OEMs"	Exhibit filed under seal
Unofficial Committee of Family and Dissident Bondholders	Bondholder 3	GM/UAW/UST/VEBA Discussion Presentation dated May 18, 2009	Exhibit filed under seal
Product Liability Claimants Advocates and Consumer Organizations	PLCA 1	363 Sale Update Presentation	Exhibit filed under seal
Product Liability Claimants Advocates and Consumer Organizations	PLCA 2	Email and attachment titled "Warrant Strike Price Calculation" sent from Stephen Worth to Harry Wilson and dated June 1, 2009	Exhibit filed under seal
The Objecting Unions: the IUE-CWA, United Steelworkers, and International Union of Operating Engineers	IUE Binder 1: Exhibits 1-8	Binder 1 of 2 containing IUE exhibits admitted into evidence at the 363 sale hearing	See Docket Nos. 1948, 1953, 1956, 2624, 2737
The Objecting Unions: the IUE-CWA, United Steelworkers, and International Union of Operating Engineers	IUE Binder 2: Exhibits 9-12	Binder 2 of 2 containing IUE exhibits admitted into evidence at the 363 sale hearing	Exhibits filed under seal
Ad Hoc Committee of Consumer Victims	AHCCV 1	Letter from B. Bressler to H. Miller dated April 7, 2009.	
Ad Hoc Committee of Consumer Victims	AHCCV 2	Letter from H. Miller to B. Bressler dated April 9, 2009.	
Ad Hoc Committee of State Attorneys General	AG 1	363 Sale Order	
Debtors	Debtors 1	Declaration of William C. Repko in Support of Debtors' Proposed Debtor	See Docket No. 68

Party Introducing Exhibit	Exhibit Name and Number	Exhibit Title/Description	Comment
		in Possession Financing Facility and Exhibits Thereto	
Debtors	Debtors 2	Supplemental Declaration of William C. Repko in Support of Debtors' Proposed Debtor in Possession Financing Facility	See Docket No. 422
Debtors	Debtors 3	Declaration of J. Stephen Worth in Support of the Proposed Sale of Debtors' Assets to Vehicle Acquisition Holdings LLC and Exhibits Thereto	See Docket No. 425
Debtors	Debtors 4	Supplemental Declaration of J. Stephen Worth in Support of the Proposed Sale of Debtors' Assets to Vehicle Acquisition Holdings LLC	See Docket No. 431
Debtors	Debtors 5	Declaration of Albert Koch and Exhibits Thereto	See Docket No. 435
Debtors	Debtors 6	Loan and Security Agreement by and between Borrower and U.S. Dept. of Treasury as Lender, dated as of December 31, 2008 (Execution Version), and all Appendices, Schedules, Amendments and Exhibits Thereto	
Debtors	Debtors 7	Guaranty and Security Agreement, dated as of December 31, 2008	
Debtors	Debtors 8	Equity Pledge Agreement, dated as of December 31, 2008	
Debtors	Debtors 9	Indenture, dated as of November 15, 1990, between GM and Wilmington Trust Company, as Successor Trustee, and all Amendments and Supplements Thereto	
Debtors	Debtors 10	Indenture, dated as of December 7, 1995, between GM and Wilmington Trust Company, as Successor Trustee, and all Amendments and Supplements Thereto	
Debtors	Debtors 11	Fiscal and Paying Agency Agreement, dated as of July 3, 2003, among GM, Deutsche Bank AG London and Banque Générale du Luxembourg S.A., and all Amendments and Supplements Thereto	

Party Introducing Exhibit	Exhibit Name and Number	Exhibit Title/Description	Comment
Debtors	Debtors 12	Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among General Motors Nova Scotia Finance Company, GM, Deutsche Bank Luxembourg S.A. and Banque Générale du Luxembourg S.A., and all Amendments and Supplements Thereto	
Debtors	Debtors 13	Bond Purchase and Paying Agency Agreement, entered into as of May 28, 1986, by and between GM and Credit Suisse, and all Amendments and Supplements Thereto	
Debtors	Debtors 14	NADA Statement on GM's Revised Participation Agreement	
Debtors	Debtors 15	Affidavit of Frederick A. Henderson Pursuant to Local Bankruptcy Rule 1007-2, dated June 1, 2009	See Docket No. 21
Debtors	Debtors 16	Supplemental Affidavit of Frederick A. Henderson Pursuant to Local Bankruptcy Rule 1007-2, dated June 25, 2009	See Docket No. 2479
Debtors	Debtors 6A	Amended Master Sale and Purchase Agreement	
Debtors	Debtors 17	Second Amended Certificate of Service of Garden City Group	See Docket No. 2852
Environmental Conservation and Chemical Corp. Site Trust Fund	Bernstein 1	Order of Judge Nolan	
Environmental Conservation and Chemical Corp. Site Trust Fund	Bernstein 2	Consent Decree	
Environmental Conservation and Chemical Corp. Site Trust Fund	Bernstein 3	Trust Agreement	
Environmental Conservation and Chemical Corp. Site Trust Fund	Bernstein 4	Assessment	
State of Texas	Texas AG 1	GM cover letter dated June 1, 2009 regarding proposed Dealer	

Party Introducing Exhibit	Exhibit Name and Number	Exhibit Title/Description	Comment
		Participation Agreements	
State of Texas	Texas AG 2	GM proposed Dealer Participation Agreement dated June 1, 2009	
State of Texas	Texas AG 3	GM proposed letter agreement dated June 9, 2009 modifying the Dealer Participation Agreement	
State of Texas	Texas AG 4	Informal document request to WGM dated June 23, 2009	
State of Texas	Texas AG 5	Email transmission of June 23, 2009 request from J. Casey Roy to WGM	
State of Texas	Texas AG 6	GM cover letter dated June 1, 2009 accompanying the final version Dealer Participation Agreements	
State of Texas	Texas AG 7	GM final version Dealer Participation Agreements dated June 1, 2009	
State of Texas	Texas AG 8	GM final version of proposed letter agreement dated June 9, 2009 modifying the Dealer Participation Agreement	
State of Texas	Texas AG 9	Email exchange dated June 26, 2009 between Evert Christensen and J. Casey Roy, forwarding Exhibits 6, 7, and 8 to J. Casey Roy	
International Union, United Automobile, Aerospace and Agricultural Implement Workers of America	UAW 1	Declaration of David Curson	See Docket No. 2518
Oliver Addison Parker	Parker 1	Form 424B5 filed by GM on June 27, 2003	
Oliver Addison Parker	Parker 2	Treasury Secretary Paulson's Determination regarding TARP dated December 19, 2008 and accompanying letters to Congress	
Oliver Addison Parker	Parker 3	Treasury Secretary Geithner's Determination regarding TARP dated April 29, 2009	
United States of America	UST 1	Declaration of Harry Wilson and attached Exhibits	See Docket No. 2577
United States of America	UST 2	Intercreditor Agreement between GM and UST dated February 11, 2009	See Docket No. 2659
United States of America	UST 3	First Amendment and Consent Agreement between GM and UST	See Docket No. 2659

Party Introducing Exhibit	Exhibit Name and Number	Exhibit Title/Description	Comment
		dated February 11, 2009	
United States of America	UST 4	Intercreditor Agreement between GM and UST dated February 17, 2009	See Docket No. 2659

Dated: New York, New York
July 27, 2009

/s/ Harvey R. Miller
Harvey R. Miller
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MASTER LEASE AGREEMENT

THIS LEASE is made and entered into as the date set forth on the Lease Schedule to which this Lease is attached (the "Lease Schedule") by and between Landlord and Tenant.

WHEREAS, Landlord owns the Land and the Improvements and the appurtenances thereto, which together comprise the Leased Premises; and

WHEREAS, Tenant desires to lease the Leased Premises on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration for the mutual covenants herein contained, and other valuable consideration, the parties agree as follows:

1. **LEASE SCHEDULE AND EXHIBITS.** The Lease Schedule and all Exhibits attached hereto are hereby incorporated herein by this reference. All capitalized terms used herein that are not specifically defined herein shall have the meanings set forth on the Lease Schedule. The Tenant and the Landlord are collectively referred to herein as the "Parties".

2. **AGREEMENT TO LEASE.** Upon the terms and conditions set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises and any and all fixtures, machinery, equipment and personal property (collectively, the "Landlord Fixtures and Personal Property") owned or leased by Landlord and located on the Leased Premises.

3. **LEASE TERM.** Unless sooner terminated or extended pursuant to the terms hereof, the term of this Lease (the "Term") shall commence as of the Commencement Date and shall end on the earlier of (i) the date on which the stock of Landlord or title to the Leased Premises is transferred to Tenant or an affiliate of Tenant in accordance with the Amended and Restated Master Sale and Purchase Agreement (the "Purchase Agreement") dated as of June 26, 2009 between Landlord, Tenant and the other parties named therein, or (ii) October 31, 2009 (as may be extended in accordance with this Section 3, the "Termination Date"). Notwithstanding the foregoing, Tenant may extend the Term through January 31, 2010 on all of the terms and conditions of this Lease by providing Landlord prior written notice on or before October 1, 2009 of Tenant's election to extend the Term.

4. **RENTAL PAYMENTS**

4.1 **Rent.** Tenant shall pay to Landlord the base rent (the "Base Rent") in the amount set forth in the Lease Schedule. In addition, Tenant shall pay Landlord as additional rent (the "Additional Rent"; together with the Base Rent, the "Rent") any reasonable costs reasonably incurred by Landlord for which Tenant is responsible in accordance with this Lease. Except as set forth in this Lease and except with respect to any matter caused by the gross negligence or willful misconduct of Landlord, Tenant shall be responsible for all costs associated with the Leased Premises that accrue or arise during the Term. Tenant shall pay any Additional Rent within thirty (30) days after receipt of a reasonably detailed invoice therefor from Landlord. Rent shall be paid to Landlord at Landlord's Address (as defined in the Lease Schedule).

4.2 Services. Except as otherwise agreed in writing by Tenant and Landlord (including, without limitation, in the Purchase Agreement (as hereinafter defined)), Landlord shall not be responsible for providing or arranging for any services for the Leased Premises or to Tenant with respect to the Leased Premises, including, without limitation, maintenance and repair, electricity, gas, water or other utility services, janitorial services, or security services. Notwithstanding the foregoing, Landlord shall cooperate with Tenant in Tenant obtaining any of the aforesaid services it requires for the Leased Premises. Notwithstanding anything to the contrary contained herein, to the extent such services are provided to the Leased Premises at Tenant's request pursuant to a Contract (as hereinafter defined) that cannot be assigned to Tenant in accordance with Section 25 without cost or without triggering a right to terminate the Contract by the other party thereto, the Contract shall not be assigned to Tenant, Landlord shall not take any adverse action with respect to such Contract, and Tenant, upon receipt of any invoices it receives from Landlord for services provided under the Contract after the Commencement Date, shall pay Landlord any amounts due thereunder on or before the due date thereof.

4.3 Interest on Late Payments. In the event that Tenant fails to pay Rent, and such amount is not paid within fifteen (15) business days after the date on which Rent is due as herein provided, then such sum shall bear interest thereafter, without prejudice to and in addition to any other remedy available to the Landlord under this Lease, at a rate equal to, on any date, the sum of (i) the average (rounded to the nearest 1/16th of one percent) of the London Interbank Offered Rates for three-month United States dollar-denominated deposits, as published in the Wall Street Journal on such date and (ii) 500 basis points, but in no event greater than the maximum rate then permitted under applicable law (the "Default Rate").

5. USE. Tenant may use the Leased Premises in a manner substantially similar to the manner in which the Leased Premises were used by General Motors Corporation prior to the Commencement Date and for any other use permitted or allowed by or under applicable laws. Tenant shall comply in all material respects with all laws, regulations and other governmental requirements relating to Tenant's use and occupancy of the Leased Premises. Tenant may contest any alleged violation of laws, regulations and other government regulations so long as the Tenant, in good faith and with due diligence, contests the same or the validity thereof by appropriate or allowable legal proceeding or process and provided that upon final adjudication, determination or settlement of such proceeding or process Tenant shall immediately pay any amounts due and/or comply therewith.

6. TAXES. All real property taxes or special improvement taxes payable during the Term with respect to the Leased Premises, all property taxes levied or assessed against the Landlord Fixtures and Personal Property, and all property taxes levied or assessed against the Tenant Trade Fixtures and Personal Property (as hereinafter defined) (including all penalties and interest thereon), which may be assessed, levied, imposed upon the same, or any use or occupancy of the Leased Premises, for any period within the Term, shall be paid by Tenant, before they become delinquent. Landlord shall deliver copies of all tax bills it receives to Tenant within ten (10) business days after receipt thereof. Tenant shall deliver to Landlord duplicate receipts and canceled checks or photocopies thereof showing the payments of all such taxes and assessments, within thirty (30) days after respective payments evidenced thereby, but in no event after any such payment is required to be made hereunder. Provided no Event of Default shall have occurred and be continuing hereunder, Tenant may contest any tax or assessment upon or

against the Leased Premises, or any part thereof, or the improvements at any time situated thereon, so long as the Tenant shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceeding which shall have the effect of preventing the collection of the tax or assessment so contested, and provided that upon final adjudication of such proceeding Tenant shall immediately pay any amounts due. The obligations of Tenant under this provision shall survive the expiration or termination of the Lease.

7. **CONDITION OF LEASED PREMISES.** Tenant acknowledges that it accepts the Leased Premises in their "As-Is" condition on the Commencement Date. Except as expressly set forth herein, Tenant enters into this Lease without any representations or warranties on the part of Landlord, express or implied, as to the condition of the Leased Premises, including, but not limited to, the cost of operations and the condition of its fixtures, improvements and systems.

8. **MAINTENANCE.** Landlord shall have no responsibility for any maintenance and repair of and replacements to the Leased Premises of any nature whatsoever (except maintenance, repair and replacements necessitated by the gross negligence or willful misconduct of Landlord), including, without limitation, any capital, extraordinary and normal repairs and replacements to the Leased Premises, normal maintenance, the maintenance of the roof, footings, foundations, walls, structural elements, HVAC, mechanical, plumbing and electrical serving the Leased Premises exclusively. Notwithstanding anything to the contrary contained herein, Tenant may elect to perform or elect not to perform the same in its sole discretion, provided that Tenant shall indemnify Landlord from any penalties or fines imposed on Landlord by any applicable governmental authority if Tenant elects not to perform any maintenance or repair of or make any replacements to the Leased Premises (except maintenance, repair and replacements necessitated by the gross negligence or willful misconduct of Landlord).

9. **ASSIGNMENT AND SUBLETTING.** Tenant may assign its interest in this Lease (as to the entire Leased Premises or as to any portion thereof) and sublease all or any portion of the Leased Premises without obtaining the consent of Landlord.

10. **LANDLORD'S TITLE AND QUIET ENJOYMENT.** Landlord represents and warrants that Landlord owns fee simple title to the Leased Premises and has full right and authority to make this Lease. Landlord covenants that so long as an Event of Default does not then exist, Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises and shall not be interfered with by Landlord, or any party claiming by, through or under Landlord or any party claiming title superior to Landlord, subject to the rights of space tenants under existing leases.

11. **ALTERATIONS AND IMPROVEMENTS; LIENS.**

11.1 **Alterations, Additions and Improvements.** Tenant may, at its own expense and without Landlord's consent, make any alterations, additions or improvements to the Leased Premises which Tenant deems desirable. All such alterations, additions and improvements shall be made in accordance with all applicable laws and ordinances. Tenant shall not be required to restore the Leased Premises to the condition existing prior to the making of such alterations, additions and improvements at the commencement of the Term.

11.2 Tenant Liens. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, and Tenant shall not be deemed in default hereunder as a result of such lien so long as Tenant is so contesting such lien. Subject to Tenant's right of contest, in the event that such lien is not released, removed, or bonded over when required in this Section 11.2, Landlord, at its option, may take all action Landlord deems reasonable or necessary to release and remove such lien (without any duty to investigate the validity thereof) and Tenant shall, within ten (10) days following demand, either before or after such release and removal, pay or reimburse Landlord for all reasonable sums, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Landlord in connection with removal of such lien together with interest thereon from the date incurred until the date paid at the Default Rate. The obligations of Tenant under the provisions of this Section 11.2 shall survive the expiration or termination of this Lease.

11.3 Landlord Liens. Landlord shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of Landlord; provided, however, that Landlord shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, and Landlord shall not be deemed in default hereunder as a result of such lien so long as Landlord is so contesting such lien; provided, in case of any such lien attaching, or notice or claim thereof being asserted during any period of time in which Tenant desires to assign or sublease its interest in this Lease, as a condition precedent to the right to contest, Landlord shall bond over or otherwise provide security (as permitted by applicable law in such proceeding), the effect of which is to prevent such lien from attaching to Tenant's or Landlord's interest in the Leased Premises and any proceeds accruing from the assignment thereof. Subject to Landlord's right of contest, in the event that such lien is not released, removed, or bonded over when required in this Section 11.3, Tenant, at its option, may take all action Tenant deems reasonable or necessary to release and remove such lien (without any duty to investigate the validity thereof) and Landlord shall, within ten (10) days following demand, either before or after such release and removal, pay or reimburse Tenant for all reasonable sums, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Tenant in connection with removal of such lien together with interest thereon from the date incurred until the date paid at the Default Rate. The obligations of Landlord under the provisions of this Section 11.3 shall survive the expiration or termination of this Lease.

12. TENANT TRADE FIXTURES AND PERSONAL PROPERTY. Tenant currently owns certain trade fixtures, machinery, equipment, and other personal property located on the Leased Premises and Tenant may during the Term install in or on the Leased Premises other trade fixtures, machinery, equipment and personal property (collectively, the "Tenant Trade Fixtures and Personal Property") as Tenant deems desirable, and all of the Tenant Trade Fixtures and Personal Property shall remain Tenant's property whether or not affixed or attached

to the Leased Premises. Tenant may, but shall not be required to, remove the Tenant Trade Fixtures and Personal Property from the Leased Premises at any time during the Term.

13. INSURANCE.

13.1 Tenant's Insurance. Throughout the Term, Tenant shall maintain insurance insuring:

(a) The Building and any other Improvements at any time situated upon the Leased Premises against loss or damage by fire, lightning, wind storm, hail storm, aircraft, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("all risk" coverage). The insurance coverage shall be for not less than 100% of the full replacement cost of the Building and other Improvements and building ordinance coverage.

(b) Tenant, Landlord (as an "additional insured"), and any permitted mortgagee of Landlord, from all claims, demands or actions made by or on behalf of any person or persons, firm or corporation and arising from, related to or connected with the Leased Premises, for bodily injury to or personal injury to or death of any person, or more than one person, or for damage to property in an amount of not less than \$2,000,000.00 combined single limit per occurrence/aggregate, and Tenant shall carry excess liability insurance coverage in an amount not less than \$8,000,000.00.

(c) All contents and trade fixtures, furniture and furnishings in the Leased Premises to the extent of at least ninety percent (90%) of their replacement cost under Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("all risk") coverage.

13.2 Form of Insurance. All of said insurance required by this Section 13 shall be in form and with companies licensed in the state in which the respective Leased Premises is located, and shall be AM Best's rated A- and class VII or better, and shall provide that the same shall not be subject to cancellation or termination except after at least ten (10) days prior written notice to Landlord. Certificates of the insurance policies required to be carried hereunder shall be deposited with the Landlord at the Commencement Date and from time to time, together with copies of the policies, upon request of the Landlord. Any insurance required of Tenant under this Lease may be furnished under a blanket policy carried by Tenant. Notwithstanding anything in this Lease to the contrary, Tenant may self-insure any or all of its insurance obligations under this Lease.

14. DAMAGE AND CONDEMNATION. In the event of any casualty, taking or condemnation for a public or quasi public use or purpose by a competent authority affecting the Leased Premises, (a) neither party may terminate this Lease; (b) Tenant shall be entitled to all insurance proceeds or awards in connection with such casualty or condemnation; and (c) Tenant may elect, in its sole discretion and at its sole cost (except with respect to any insurance proceeds), to restore the Leased Premises.

15. [INTENTIONALLY DELETED].

16. [INTENTIONALLY DELETED].

17. EVENTS OF DEFAULT; REMEDIES.

17.1 Events of Default. Each of the following events shall constitute an "Event of Default":

(a) If Tenant shall fail to pay any Rent to Landlord when due in accordance with the terms of this Lease and such default shall continue for a period of fifteen (15) days after the date on which Tenant receives written notice of such failure to pay Rent from Landlord;

(b) If Tenant shall fail to keep or perform or abide by any other requirement, term, condition, covenant or agreement of this Lease and such default shall continue for a period of thirty (30) days after written notice to Tenant of such default, and, if more than thirty (30) days shall reasonably be required to correct the breach complained of in such notice, then if Tenant shall fail to commence promptly to correct such breach and prosecute the same to completion with reasonable diligence;

(c) If Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within one hundred twenty (120) days from the date of the entry or granting thereof;

(d) If Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws as now or hereafter amended;

(e) If Tenant shall institute any proceeding or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

(f) If Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or a decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within one hundred twenty (120) days from the date of entry or granting thereof.

17.2 Remedies. Upon the occurrence of any one or more Events of Default, Landlord may at its election pursue any and all remedies available at law or in equity (other than termination of this Lease), including without limitation, the right to sue Tenant for any and all damages, losses and liabilities, and reasonable costs and expenses (including reasonable attorneys' fees and court costs) incurred by or caused to Landlord arising out of or resulting from any act or omission of Tenant or any Event of Default by Tenant hereunder, and the right to sue

for specific performance, and for injunctive relief but excluding for any Rent due following the date on which Tenant vacates the Leased Premises.

17.3 Landlord Defaults. If Landlord defaults in the performance of any of its obligations, covenants and warranties hereunder and such default continues for a period of thirty (30) days after written notice thereof to Landlord (or in an emergency, Landlord shall fail to cure such default immediately), and if more than thirty (30) days shall reasonably be required to correct the breach complained of in such notice, then if Landlord shall fail to commence promptly to correct such breach and prosecute the same to completion with reasonable diligence not to exceed sixty (60) days, Tenant may, at its option and in addition to all other rights and remedies available to Tenant, cure the same on behalf of Landlord, in which event Tenant may deduct the cost of such cure from Rent next due hereunder, provided that if such Rent is insufficient to fully reimburse Tenant for such costs, any such deficiency (together with interest thereon at the Default Rate) shall be immediately due and payable by Landlord to Tenant upon written demand from Tenant, which demand shall be accompanied by invoices or receipts evidencing such costs.

17.4 Limitation on Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL TENANT OR LANDLORD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND ARISING UNDER OR IN CONNECTION WITH THIS LEASE (INCLUDING PURSUANT TO SECTION 16 HEREOF), REGARDLESS OF LEGAL THEORY, INCLUDING ANY SUCH DAMAGES OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOST PROFITS.

18. ENVIRONMENTAL. Any Liabilities arising under any Environmental Law relating to (A) conditions present on the Leased Premises, (B) Landlord's ownership of the Leased Premises, (C) Tenant's occupancy of the Leased Premises or (D) Landlord's or Tenant's failure to comply with Environmental Laws (as all such terms are defined in the Purchase Agreement) with respect to the Leased Premises shall be governed by Sections 2.3(a)(viii) and 2.3(b)(iv) of the Purchase Agreement, with the Leased Premises treated as a Purchased Asset (as such term is defined in the Purchase Agreement) for such purpose and the provisions thereof shall be deemed incorporated by reference herein for that purpose. Notwithstanding anything to the contrary contained in the Purchase Agreement, however, in no event shall Landlord be entitled to terminate this Lease in connection with this Section 18.

19. NOTICE. All notices or demands required or permitted to be given or served pursuant to this Lease shall be in writing and shall be deemed to have been given or served one (1) business day subsequent to transmittal by nationally recognized prepaid overnight courier, and addressed to Landlord at Landlord's Address or to Tenant at Tenant's Address (as set forth in the Lease Schedule). Such addresses may be changed from time to time by either party by serving notice as above provided. In no event shall personal delivery at the Leased Premises be deemed an effective means of notice.

20. **ENTRY UPON LEASED PREMISES.** Neither Landlord nor Landlord's representatives shall be permitted to enter the Leased Premises during the Term without Tenant's prior written consent, which may be withheld in Tenant's sole discretion. If Tenant consents to any such entry, a representative of Tenant shall accompany Landlord and/or Landlord's representatives through the Leased Premises at all times.

21. **GENERAL PROVISIONS.**

21.1 **Brokerage.** Landlord and Tenant each represents and warrants to the other that it has not engaged or dealt with any broker in this transaction. Landlord and Tenant each agree to indemnify and hold the other harmless from and against all liability, claims, demands, damages, or costs of any kind arising from or connected with any broker's commission, finder's fee, consulting fee or other charge claimed to be due any person or entity arising from the indemnifying party's conduct with respect to this Lease.

21.2 **Amendments.** No amendment or modification of this Lease shall be effective unless in writing and executed by Landlord and Tenant.

21.3 **Severability.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21.4 **Attorney's Fees.** In the event Landlord or Tenant is required to use the services of any attorney for the enforcement of any of the terms, covenants or provisions hereof or in the event of any other dispute between Landlord and Tenant concerning this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses from the non-prevailing party.

21.5 **Time of Essence.** Subject to Section 21.12 below, time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

21.6 **Waiver.** No waiver of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent or continuing breach of the same or any other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act.

21.7 **Successors and Assigns.** All of the covenants, conditions, and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, when permitted hereunder.

21.8 **Governing Law.** This Lease shall be construed in accordance with the laws of the state of Michigan.

21.9 **Estoppel Agreements.** Each of Tenant and Landlord agrees that from time to time within ten (10) business days after written request by the other party hereto, it will execute, acknowledge and deliver to the requesting party or to such other party as may be designated by the requesting party, a certificate stating that this Lease is then in full force and

effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements under this Lease to be performed by Landlord or Tenant, as applicable, have been satisfied or performed, except as set forth in such certificate; that, to such party's knowledge, there are no existing defenses or offsets of Tenant, except as indicated in such certificate; that Tenant has not paid any rental more than one month in advance, except as indicated in such certificate; and that, to such party's knowledge, the other party is not in default under any provisions of this Lease.

21.10 Subordination, Non-Disturbance Agreement. Prior to entering into any financing encumbering the Leased Premises in accordance with this Lease (including Section 23 hereof), at Tenant's request, Landlord agrees to deliver to Tenant a subordination, non-disturbance and attornment agreement with respect to the applicable Separate Leased Premises executed by Landlord's lender in a form reasonably acceptable to such lender and Tenant.

21.11 Intentionally Omitted.

21.12 Force Majeure. Neither Landlord nor Tenant shall be deemed in default with respect to any of the terms, covenants and conditions of this Lease to be performed on Landlord's or Tenant's part (other than the failure to make any payment due hereunder), if such party's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble, civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by the other party hereto or such party's agents, employees and invitees, or any other cause beyond the reasonable control of Landlord or Tenant, as applicable (collectively, "Force Majeure Events"). In the event of a Force Majeure Event, the period of performance shall be delayed one day for each day of delay caused by the applicable Force Majeure Event. The foregoing definition of Force Majeure Events shall apply only during the Term.

21.13 Consent. Any time the consent of Landlord or Tenant is required, such consent shall not be unreasonably withheld, conditioned or delayed unless expressly stated otherwise herein. Whenever this Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations (other than decisions to exercise expansion, contraction, cancellation, termination or extension options, or decisions which are specified herein to be in the sole discretion of the applicable party), Landlord and Tenant shall act reasonably and in good faith, and shall take no action that might result in the frustration of the reasonable expectations of a sophisticated tenant or landlord concerning the benefits to be enjoyed thereby.

21.14 Time Period for Payment. Any time this Lease requires a payment from Landlord to Tenant or from Tenant to Landlord, and no specific time period is set forth herein, such payment shall be deemed due within thirty (30) days after receipt by the paying party of a reasonably detailed, written invoice therefor.

21.15 Execution of Lease. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises and this document shall become effective and binding only upon the execution and

delivery hereof by Tenant and by Landlord. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein.

21.16 Counterparts. This Lease may be executed in one or more counterparts, and each such counterpart shall constitute an original.

21.17 Confidentiality. Except as may be required by filings with or orders by the Bankruptcy Court (defined below), each party acknowledges that it will have access to certain financial information of the other party ("Confidential Information"). Such Confidential Information shall not be released to the public and will be provided, subject to this paragraph, only to those parties who have a legitimate need for such Confidential Information, including accountants, lawyers, lenders, potential buyers, mortgagees and similar parties. Neither Landlord nor Tenant shall prepare or provide any materials with respect to this Lease for media distribution, whether it be: print, television, radio, internet or any other commercial distribution, without the approval of the other party. Landlord and Tenant may prepare any necessary documentation or agenda necessary to secure internal or public approval (if necessary) without said approval being required by the other party.

The following information shall not constitute Confidential Information for purposes of this Section 21.17:

(a) any information that is available, or becomes available, to the general public without fault of the non-disclosing party;

(b) any information that can be shown was in the possession of the non-disclosing party prior to receipt of the same from the disclosing party;

(c) any information that is obtained by the non-disclosing party without an obligation of confidence from a third party who is rightfully in possession of such information and is under no obligation of confidentiality to the disclosing party;

(d) any information that the non-disclosing party is legally required to disclose; or

(e) any information that is independently developed by the non-disclosing party without reference or access to the Confidential Information.

21.18 Intentionally Deleted. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity entity of the person or entity may require.

21.20 Memorandum of Lease. At Tenant's request, the parties shall execute a Memorandum of Lease in the form attached hereto as Exhibit B with respect to the Leased Premises, and Tenant, at its cost, may record such Memorandum of Lease in the applicable county recorder's office.

22. **WAIVER OF LANDLORD LIEN.** Landlord hereby waives and releases all liens, right of distraint or security interests (whether arising by statute or at common law) in all property, chattels or merchandise which may be placed in the Leased Premises and also upon all proceeds of insurance which may accrue to Tenant by reason of damage to or destruction of any such property, chattels or merchandise.

23. **LANDLORD COVENANTS.** During the Term, Landlord covenants that Landlord shall not take any action that might adversely affect the Leased Premises without Tenant's prior written consent, which consent may be withheld in Tenant's sole and absolute discretion, including, without limitation, incurring any Encumbrance (as such term is defined in the Purchase Agreement), consenting to any Encumbrance or failing to contest or notify Tenant of any Encumbrance affecting the Leased Premises after the Commencement Date.

24. **SIGNAGE.** During the Term, Tenant shall have the exclusive right to maintain and install, at Tenant's sole cost and expense, its building signage on any portion of the Leased Premises, subject to the rights of existing tenants. Exterior signage installed by Tenant after the date hereof shall comply with applicable law.

25. **ASSIGNMENT AND ASSUMPTION OF CONTRACTS.**

25.1 **Assignment and Assumption.** During the Term, Landlord hereby sells, assigns, transfers, conveys and delivers unto Tenant, its successors and assigns, all of its right, title and interest in, to and under any and all leases, service contracts, property and hotel management agreements and other similar such agreements (collectively, the "Contracts") affecting or related to the Leased Premises and/or the ownership, operation, maintenance and repair thereof, together with all rights, options, interests and benefits thereunder (including, without limitation, any guaranties and security deposits (together with all accrued interest thereon) held by Landlord thereunder (collectively, the "Additional Rights"), subject to the rights of space tenants and other third parties in and to the Contracts. Tenant hereby accepts such assignment of the Contracts, together with the Additional Rights, and hereby assumes, and agrees to be bound by, and to keep, observe and perform, all of the terms, covenants, conditions, duties and obligations of and under the Contracts that arise from and after the Commencement Date. All advance rental payments, real estate taxes and other payments made or received by Assignor under the Contracts shall be prorated between Landlord and Tenant as of the Commencement Date in accordance with the terms of the Purchase Agreement. On or before the Termination Date, Tenant shall sell, assign, transfer, convey and deliver the Contracts to Landlord.

25.2 **Revenue from Contracts.** During the Term, Landlord shall continue to receive any and all revenue and/or rents due under the Contracts and shall, promptly upon receipt thereof, turn over such revenue or rents to Tenant unless directed otherwise by Tenant.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease by and through their corporate officers thereunto duly authorized, the day and year first above written.

TENANT:

[_____], a Delaware [_____]

By: _____
Name: _____
Title: _____

LANDLORD:

RIVERFRONT HOLDINGS, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit A

Leased Premises

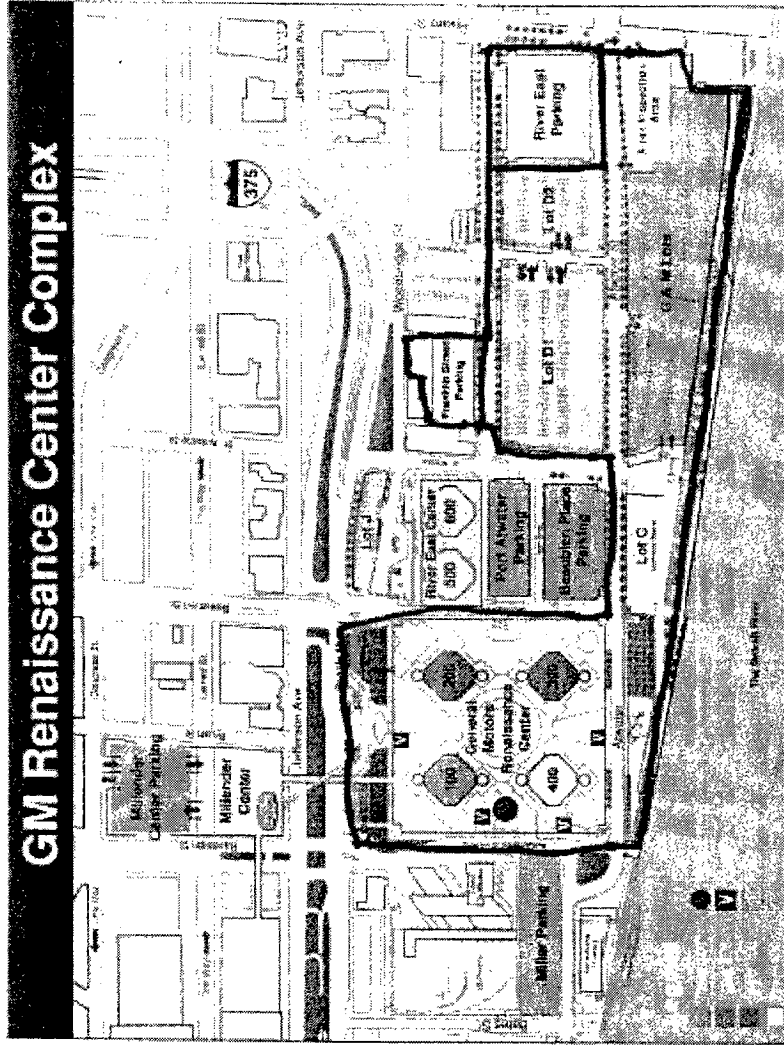


Exhibit B

Form of Memorandum of Lease

Prepared by and after recording
return to:

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made as of this ____ day of _____, 2009, by and between _____, a _____ ("Landlord"), and _____, a _____ ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Master Lease Agreement (Renaissance Center) dated _____, 2009 (the "Lease"), pursuant to which Tenant leases the real property located in Detroit, Michigan and more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Leased Premises") from Landlord; and

WHEREAS, Landlord and Tenant desire to place of record this Memorandum of Lease;

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. Lease. Landlord has leased to Tenant the Leased Premises under the terms, conditions and provisions contained in the Lease, such Lease being expressly incorporated herein by reference.

2. Term. The Lease is for a term beginning on _____, 2009 and terminating with respect to the Leased Premises on the earlier of (a) the date on which the stock of Landlord is transferred to Tenant in accordance with the Amended and Restated Master Sale and Purchase Agreement (the "Purchase Agreement") dated as of June 26, 2009 between Landlord, Tenant and the other parties named therein, or (ii) September 30, 2009 (either, the "Termination Date").

3. Certain Landlord Covenants. During the Term, Landlord covenants that Landlord shall not take any action that might adversely affect the Leased Premises without Tenant's prior written consent, which consent may be withheld in Tenant's sole and absolute discretion, including, without limitation, incurring any Encumbrance (as such term is defined in the Purchase Agreement), consenting to any Encumbrance or failing to contest or notify Tenant of any Encumbrance affecting the Leased Premises after the Commencement Date.

4. Other Provisions. This Memorandum is not a complete summary of the unrecorded Lease. Reference should be made to the unrecorded Lease for the full terms, conditions and provisions thereof.

5. Conflicts. This Memorandum is prepared solely for the purpose of recordation to give notice of the Lease and shall not constitute an amendment or modification of the Lease. In the event of any conflict or inconsistency between the terms and provisions of this Memorandum and the terms and provisions of the unrecorded Lease, the terms and provisions of the Lease shall govern and control in all respects.

6. Successors and Assigns. This Memorandum shall run with the land described on Exhibit A hereto and shall be binding upon and inure to the benefit of the Landlord and the Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

TENANT:

/ _____ /, a Delaware / _____ /

By: _____
Name: _____
Title: _____

LANDLORD:

RIVERSIDE HOLDINGS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

[To be inserted prior to recording: legal description, proper recording, notary, witnessing requirements for state in which the Leased Premises is located]

**Amended and Restated Master Sale & Purchase Agreement
Exhibit O**

Form of Equity Registration Rights Agreement

EXHIBIT O

FORM OF EQUITY REGISTRATION RIGHTS AGREEMENT

This EQUITY REGISTRATION RIGHTS AGREEMENT (this "Agreement") is entered into as of [_____] /, 2009 by and among [_____] /, a Delaware corporation (the "Corporation"), THE UNITED STATES DEPARTMENT OF THE TREASURY (the "UST"), 7176384 CANADA INC., a corporation organized under the laws of Canada ("Canada"), the UAW RETIREE MEDICAL BENEFITS TRUST, a voluntary employees' beneficiary association (the "VEBA"), and [_____] /, a Delaware corporation (the "Debtor").¹

WHEREAS, each Holder owns, as of the date hereof, that number of shares of common stock, par value \$0.01 per share, of the Corporation (the "Common Stock") set forth opposite such Holder's name on Annex I hereto;

WHEREAS, the VEBA and the Debtor each own, as of the date hereof, one or more warrants initially exercisable for that number of shares of Common Stock set forth opposite such Holder's name on Annex I hereto (collectively, the "Warrants");

WHEREAS, as of the date hereof, the Government Holders and the VEBA each own that number of shares of Series A Fixed Rate Cumulative Perpetual Preferred Stock, par value \$0.01 per share (the "Preferred Stock"), set forth opposite such Holder's name on Annex I hereto;

WHEREAS, concurrently with the execution of this Agreement, the Corporation, the UST, Canada and the VEBA have executed that certain Stockholders Agreement, dated as of the date hereof;

WHEREAS, the Corporation has agreed to provide the UST, Canada, the VEBA and the Debtor with registration rights with respect to such shares of Common Stock, Warrants and Preferred Stock held by such Holders and their permitted assigns, on the terms and conditions set forth herein.

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

ARTICLE 1 DEFINITIONS

Section 1.1 Certain Defined Terms. As used in this Agreement, the following terms have the following meanings set forth below or in the sections set forth below:

"Adverse Disclosure" means public disclosure of material non-public information that, in the Corporation's good faith judgment, after consultation with independent outside counsel to the Corporation, (a) would be required to be made in any registration statement or report filed with

¹ In the event that any of the other Sellers under the Amended and Restated Master Sale and Purchase Agreement, dated June 26, 2009, by and among the Corporation, the Debtor and the other seller parties thereto, receive equity securities of the Corporation in connection with the closing of the transactions contemplated thereby, such Sellers shall be added as parties hereto and included as Holders hereunder.

the SEC by the Corporation so that such registration statement or report would not be materially misleading; (b) would not be required to be made at such time but for the filing of such registration statement; and (c) the Corporation has a *bona fide* business purpose for not disclosing publicly.

“Adverse Effect” shall have the meaning set forth in **Section 2.1.6**.

“Advice” shall have the meaning set forth in **Section 2.7**.

“Affiliate” means, with respect to any Person, any other Person who Controls, is Controlled by or is under common Control with, such Person.

“Agreement” shall have the meaning set forth in the Preamble.

“Canada” shall have the meaning set forth in the Preamble.

“Co-Managers” shall have the meaning set forth in **Section 2.1.4(a)**.

“Common Stock” shall have the meaning set forth in the Recitals.

“Control” means the direct or indirect power to direct or cause the direction of management or policies of a Person, whether through the ownership of voting securities, general partnership interests or management member interests, by contract or trust agreement, pursuant to a voting trust or otherwise. “Controlling” and “Controlled” have the correlative meanings.

“Corporation” shall have the meaning set forth in the Preamble.

“Corporation Shelf Registration” shall have the meaning set forth in **Section 2.2.1**.

“Debtor” shall have the meaning set forth in the Preamble.

“Demand Registration” shall have the meaning set forth in **Section 2.1.1(a)**.

“Demand Request” shall have the meaning set forth in **Section 2.1.1(a)**.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

“Excluded Registration” means a registration under the Securities Act of (a) securities pursuant to one or more Demand Registrations pursuant to **Article 2** hereof, (b) securities registered on Form S-4 or S-8 or any similar successor forms, (c) securities convertible into or exercisable or exchangeable for Common Stock and (d) securities registered on Form S-3 or any successor form covering solely securities issued under a dividend reinvestment program.

“FINRA” shall have the meaning set forth in **Section 2.5(a)(xvii)**.

“Government Holder” means the UST or Canada.

“Governmental Authority” means any United States or non-United States federal, provincial, state or local government or other political subdivision thereof, any entity, authority, agency or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision, and any supranational organization of sovereign states exercising such functions for such sovereign states.

“Holder” means each of (a) the UST, Canada, the VEBA and the Debtor and (b) any direct or indirect transferee of any such Holder who shall become a party to this Agreement in accordance with **Section 2.10**.

“Indemnitee” shall have the meaning set forth in **Section 2.9.1**.

“Indemnitor” shall have the meaning set forth in Section 2.9.3(a) but shall, for the avoidance of doubt, exclude the Government Holders and the VEBA for purposes of providing indemnification hereunder.

“Initial Sale Time” shall have the meaning set forth in **Section 2.9.1**.

“Inspectors” shall have the meaning set forth in **Section 2.5(a)(xiii)**.

“IPO” means the Corporation’s first public offering of Common Stock (whether such offering is primary or secondary) that is underwritten by a nationally recognized investment bank, pursuant to a registration statement filed under the Securities Act and declared effective by the SEC (other than a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 under the Securities Act is applicable, or a registration statement on Form S-4, Form S-8 or a successor to one of those forms).

“Issuer Free Writing Prospectus” shall have the meaning set forth in **Section 2.6**.

“Lead Underwriters” shall have the meaning set forth in **Section 2.1.4(a)**.

“Losses” shall have the meaning set forth in **Section 2.9.1**.

“Market Value” shall mean with respect to any particular class or type of Registrable Securities (a) at any time securities of the same class or type as the applicable Registrable Securities are listed on a national securities exchange, the closing price of such class or type of securities on the trading day immediately preceding the date of the Demand Request or Transfer Notice, (b) at any time that the Warrants are not listed on a national securities exchange but the Common Stock is listed on a national securities exchange, for each Warrant, the closing price of one share of Common Stock multiplied by the number of shares of Common Stock for which such Warrant is then exercisable (assuming cashless exercise), or (c) other than in the case of clause (a) or clause (b), the estimated market value determined in good faith by the Corporation based upon the advice of a nationally recognized independent investment banking firm retained by the Corporation (at the sole expense of the Corporation) for this purpose (which investment banking firm shall be reasonably acceptable to the UST or if the UST is not the Requesting Holder, the Holders of a majority of the Registrable Securities covered by the Demand Request or Transfer Notice).

“Master Sale and Purchase Agreement” means the Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009 and as amended from time to time, by and among General Motors Corporation, Saturn LLC, Saturn Distribution Corporation, Chevrolet-Saturn of Harlem, Inc. and NGMCO, Inc.

“Material Adverse Change” means (a) any general suspension of trading in, or limitation on prices for, securities on any national securities exchange or over-the-counter market in the United States of America; (b) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States of America; (c) a material outbreak or escalation of armed hostilities or other international or national calamity (including an act of terrorism) involving the United States of America or the declaration by the United States of a national emergency or war or a change in national or international financial, political or economic conditions; or (d) any material adverse change in the business, assets or condition (financial or otherwise) of the Corporation and its subsidiaries, taken as a whole.

“Person” means any individual, partnership, firm, corporation, association, trust, unincorporated organization, joint venture, limited liability company, Governmental Authority or other entity.

“Piggyback Offering” shall have the meaning set forth in **Section 2.2.1**.

“Preferred Stock” shall have the meaning set forth in the Recitals.

“Records” shall have the meaning set forth in **Section 2.5(a)(xiii)**.

“register,” “registered” and “registration” refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness (or automatic effectiveness) of such registration statement.

“Registrable Securities” means (a) Warrants and the shares of Common Stock and/or Preferred Stock owned from time to time by the UST, Canada, the VEBA and the Debtor as of the date hereof and set forth on Annex I hereto, (b) the shares of Common Stock issued or issuable to any Holder upon exercise of a Warrant, (c) any additional securities of the Corporation issued to the Debtor pursuant to Section 3.2 of the Master Sale and Purchase Agreement and (d) any equity security issued in exchange for or with respect to any shares of Common Stock referred to in clauses (a), (b) or (c) above by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or similar transaction, or otherwise. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities on the earliest of the date on which such securities: (i) have been registered under the Securities Act and disposed of in accordance with a registration statement; (ii) have been sold pursuant to Rule 144 under the Securities Act (or any successor provision); (iii) are held by a Holder that may sell all such Registrable Securities held by it in a single day pursuant to, and in accordance with, Rule 144 under the Securities Act (or any successor provision); (iv) cease to be outstanding (whether as a result of exercise, redemption, repurchase, conversion or otherwise); or (v) are held by any Person who is not a Holder. For purposes hereof, “a majority of the Registrable Securities” and

“on the basis of the number of Registrable Securities” shall be determined assuming the exercise of the Warrants in full.

“Representatives” means, with respect to any Person, any of such Person’s officers, directors, employees, agents, attorneys, accountants, actuaries, consultants or financial advisors or any other Person acting on behalf of such Person.

“Requesting Holders” shall have the meaning set forth in **Section 2.1.1(a)**.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

“Shelf Registration” shall have the meaning set forth in **Section 2.1.2(a)**.

“Suspension Notice” shall have the meaning set forth in **Section 2.7**.

“Take-Down” shall have the meaning set forth in **Section 2.1.2(b)**.

“Transfer Notice” shall have the meaning set forth in **Section 2.1.2(b)**.

“UST” shall have the meaning set forth in the Preamble.

“VEBA” shall have the meaning set forth in the Preamble.

“VEBA Designee” shall mean the person(s) authorized by the Committee (as defined in the UAW Retiree Medical Benefits Trust Agreement dated [_____] between [_____] and [_____]) to execute this Agreement and/or carry out the transactions contemplated hereby.

“Warrants” shall have the meaning set forth in the Recitals.

Section 1.2 Terms Generally. The definitions in **Section 1.1** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” unless the context expressly provides otherwise. All references herein to Articles, Sections, paragraphs, subparagraphs or clauses shall be deemed references to Articles, Sections, paragraphs, subparagraphs or clauses of this Agreement, unless the context requires otherwise. Unless otherwise specified, the words “this Agreement,” “herein,” “hereof,” “hereto” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” Unless expressly stated otherwise, any law defined or referred to herein means such law as from time to time amended, modified or supplemented, including by succession of comparable successor laws and references to all attachments thereto and instruments incorporated therein.

ARTICLE 2 REGISTRATION RIGHTS

Section 2.1 Demand Registration.

Section 2.1.1 Request for Registration.

(a) Subject to **Section 2.1.3**, any Holder or Holders of Registrable Securities shall have the right to require the Corporation to file a registration statement under the Securities Act for a public offering of all or part of its or their Registrable Securities (a “Demand Registration”), by delivering to the Corporation written notice stating that such right is being exercised, naming, if applicable and to the extent known by such Holder or Holders, any other Holders whose Registrable Securities are to be included in such registration (collectively, the “Requesting Holders”), specifying the number and type of each such Holder’s Registrable Securities to be included in such registration, specifying whether the Registrable Securities to be included by the Requesting Holder are all of the Registrable Securities then held by such Requesting Holder and, subject to **Section 2.1.4** hereof, describing the intended method of distribution thereof (a “Demand Request”). Subject to **Section 2.1.3**, after receipt of any Demand Request, the Corporation shall comply with the applicable notice requirements set forth in **Section 2.1.5**.

(b) Subject to **Section 2.1.3** and **Section 2.1.7**, the Corporation shall file the registration statement in respect of a Demand Registration as promptly as practicable and, in any event, (i) with respect to the filing of a Form S-3, within forty-five (45) days and (ii) with respect to the filing of any other type of registration statement, within ninety (90) days after receiving a Demand Request, and shall use reasonable best efforts to cause the same to be declared effective by the SEC as promptly as practicable after such filing.

Section 2.1.2 Shelf Registration; Take-Downs.

(a) Subject to **Section 2.1.3**, with respect to any Demand Registration, at any time that the Corporation is eligible to use Form S-3 or an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) on Form S-3 (or any successor forms) with respect to the Registrable Securities, the Requesting Holders may request that the Corporation (i) file a registration statement pursuant to Rule 415 under the Securities Act (or any successor rule) to effect such Demand Registration, or (ii) at any time that a registration statement pursuant to Rule 415 covering Registrable Securities is effective, register additional Registrable Securities of the Requesting Holders pursuant to such shelf registration statement to effect such Demand Registration (in either case, a “Shelf Registration”). For the avoidance of doubt, a Shelf Registration shall be deemed a “Demand Registration” for all purposes under this Agreement except as otherwise provided in **Section 2.1.3**.

(b) Subject to **Section 2.1.3**, any Holder or Holders with Registrable Securities registered pursuant to a Shelf Registration that intends to effect an underwritten offering with respect to such Registrable Securities shall deliver a notice to the Corporation at least fifteen (15) days prior to the commencement of such underwritten offering, stating (i) that such Holder or Holders intend to effect an underwritten offering of all or part of the Registrable Securities

included by such Holder or Holders in the Shelf Registration, (ii) if applicable and to the extent known by such Holder, any other Holders whose Registrable Securities are to be included in the underwritten offering, (iii) the number and type of each such Holder's Registrable Securities to be included in such underwritten offering, (iv) whether the Registrable Securities to be included by such Holder are all of the Registrable Securities then held by such Holder, and (v) the proposed timetable for such underwritten offering. Any Holder with Registrable Securities registered pursuant to a Shelf Registration that intends to effect any other sale or transfer of such Registrable Securities (each a "Take-Down") shall deliver a notice to the Corporation at least five (5) days prior to effecting such non-underwritten sale or transfer, stating (i) that such Holder intends to effect a non-underwritten sale or transfer of all or part of the Registrable Securities included by such Holder in the Shelf Registration, (ii) the number and type of the Registrable Securities to be included in such sale or transfer and (iii) the proposed manner and timetable for such sale or transfer. A notice provided by any Requesting Holder pursuant to the first two sentences of this **Section 2.1.2(b)** is referred to herein as a "Transfer Notice." Subject to **Section 2.1.3**, after receipt of any Transfer Notice, the Corporation shall comply with the applicable notice requirements set forth in **Section 2.1.5**. For the avoidance of doubt, a Take-Down shall not be deemed to be a Demand Registration and shall not be subject to **Section 2.1.3**.

(c) Subject to **Section 2.1.3**, the Corporation shall use its reasonable best efforts to keep any Shelf Registration requested pursuant to **Section 2.1.2(a)** continuously effective under the Securities Act in order to permit the prospectus forming a part thereof to be usable by the Holders until the earlier of (i) the date as of which all Registrable Securities have been sold pursuant to the Shelf Registration or another registration statement filed under the Securities Act (but in no event prior to the applicable period referred to in Section 4(3) of the Securities Act and Rule 174 thereunder) and (ii) the date as of which all of such Requesting Holders are permitted to sell their Registrable Securities without registration pursuant to Rule 144 under the Securities Act without volume limitation or other restrictions on transfer thereunder.

(d) The Corporation shall, from time to time, supplement and amend the Shelf Registration if required by the Securities Act, including the rules, regulations or instructions applicable to the registration form used by the Corporation for such Shelf Registration.

Section 2.1.3 Limitations.

(a) Notwithstanding anything to the contrary herein, a Holder shall not be permitted to request a Demand Registration prior to one hundred eighty (180) days after the date of this Agreement, unless prior thereto the Corporation has a class of equity securities registered under Section 12(b) of the Exchange Act.

(b) A Holder (other than the UST) shall not be permitted to request a Demand Registration prior to the time the Corporation has registered a class of equity securities under Section 12(b) of the Exchange Act.

(c) A Holder shall not be permitted to request a Demand Registration, or submit a Transfer Notice with respect to an underwritten offering pursuant to a Shelf Registration, within one hundred eighty (180) days after either (i) the effective date of a previous Demand

Registration (other than a Shelf Registration) or (ii) the completion of any underwritten offering pursuant to a Shelf Registration.

(d) A Holder shall not be permitted to submit a Demand Request, or a Transfer Notice for an underwritten offering, or effect any such Demand Registration or underwritten offering unless such Demand Request or Transfer Notice for an underwritten offering is for (i) a number of Registrable Securities having a Market Value equal to or exceeding \$100 million in the aggregate, or (ii) all of the Registrable Securities then held by the Requesting Holder.

(e) The Corporation shall not be required to effect, (i) until (but excluding) the third anniversary of the date hereof, more than two (2) Demand Registrations (which shall include for this purpose any underwritten offering pursuant to a Shelf Registration but shall exclude a Shelf Registration) in the aggregate during any consecutive twelve (12) month period, and (ii) from and including the third anniversary of the date hereof, more than one (1) Demand Registration (which shall include for this purpose any underwritten offering pursuant to a Shelf Registration but shall exclude a Shelf Registration) in the aggregate during any consecutive twelve (12) month period. Notwithstanding the foregoing, (i) the VEBA shall have the right, from and including the third anniversary of the date hereof, to request one additional Demand Registration (which shall include for this purpose any underwritten offering pursuant to a Shelf Registration but shall exclude a Shelf Registration) during any consecutive twelve (12) month period, and (ii) for the avoidance of doubt, the limitations set forth in this **Section 2.1.3** shall not apply to any non-underwritten Take-Down by any Holder under a Shelf Registration.

Section 2.1.4 Demand Registrations for Underwritten Offerings.

(a) At the request of the UST or Canada, or if the UST or Canada is not participating in the proposed offering, the Holders of a majority of the Registrable Securities submitting a Demand Request or Transfer Notice for an underwritten offering of Registrable Securities, the Corporation shall direct the applicable underwriter to conduct such offering in the form of a “firm commitment.” With respect to any such underwritten offering, (i) the UST, or if the UST is not participating in the proposed offering, the Holders of a majority of the Registrable Securities to be registered or included in such underwritten offering shall select the investment banking firm or firms to lead the underwritten offering (the “Lead Underwriters”); provided that such Lead Underwriters shall be reasonably acceptable to the Corporation, and (ii) the Corporation shall select the other investment banking firms, if any, to co-manage such underwritten offering (the “Co-Managers”), provided that such Co-Managers shall be reasonably acceptable to the UST or Canada, or if the UST or Canada is not participating in the proposed offering, the Holders of a majority of the Registrable Securities to be registered or included in such underwritten offering.

(b) If a Demand Registration is for an underwritten offering or a transfer pursuant to a Shelf Registration involves an underwritten offering, no Holder may participate in any such underwritten offering unless such Holder (i) agrees to sell such Holder’s Registrable Securities on the basis provided in any underwriting arrangements approved by the Corporation; provided that such arrangements are subject to the consent of the UST, or if the UST is not participating in the proposed offering, the Holders of a majority of the Registrable Securities to be registered or included in such underwritten offering, and (ii) completes and executes all questionnaires,

powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided, however, that no such Holder shall be required to make any representations or warranties in connection with any such underwritten offering other than representations and warranties as to (A) such Holder's ownership of its Registrable Securities to be transferred free and clear of all liens, claims, and encumbrances, (B) such Holder's power and authority to effect such transfer, and (C) such matters pertaining to compliance with securities laws as may be reasonably requested; provided, further, however, that (i) any obligation (if agreed to) of each such Holder to indemnify the Lead Underwriters and any Co-Managers pursuant to any such underwriting arrangements shall (1) only be with respect to information it provides to the Corporation in writing for use in such underwritten offering, (2) be several, not joint and several, and (3) be limited to the net amount received by such Holder from the sale of its Registrable Securities pursuant to such offering and (ii) neither the Government Holders nor the VEBA shall be required to indemnify any Indemnitee pursuant to this Agreement.

Section 2.1.5 Rights of Nonrequesting Holders and the Corporation. Subject to **Section 2.1.3**, after receipt of any Demand Request or any Transfer Notice relating to an underwritten offering pursuant to a Shelf Registration, the Corporation shall promptly (but in any event within five (5) days) give written notice of (i) such proposed Demand Registration to all other Holders or (ii) such Transfer Notice to such other Holders whose securities are covered by such Shelf Registration, who shall have the right, exercisable by written notice to the Corporation within five (5) days of their receipt of the Corporation's notice, to elect to include in such Demand Registration or underwritten offering such portion of their Registrable Securities as they may request. All Holders requesting to have their Registrable Securities included in a Demand Registration or underwritten offering shall be deemed to be "Requesting Holders" for purposes of this **Section 2.1**. For the avoidance of doubt, subject to **Section 2.1.6**, the Corporation may register in any Demand Registration any equity securities of the Corporation.

Section 2.1.6 Priority on Demand Registrations. With respect to any underwritten offering based on a Demand Registration (including an underwritten offering pursuant to a Shelf Registration), if the Lead Underwriters (after consultation with the Co-Managers) advise that the inclusion of the securities proposed to be included in such registration would adversely affect the price, timing or distribution of the offering or otherwise adversely affect its success (an "Adverse Effect"), the Corporation shall include in such underwritten offering (a) first, the Registrable Securities, pro rata among the Requesting Holders on the basis of the number of Registrable Securities owned by each such Requesting Holder, and (b) second, any other securities requested to be included in such underwritten offering (including securities to be sold for the account of the Corporation); provided, however, that if more than 25% of the Registrable Securities of any Holder subject to a Demand Request or Transfer Notice for an underwritten offering are excluded pursuant to the terms of this **Section 2.1.6** from the applicable Demand Registration or underwritten offering pursuant to a Shelf Registration, the offering shall not be deemed to constitute a Demand Registration for the purposes of **Section 2.1.3**.

Section 2.1.7 Deferral of Filing; Suspension of Use. The Corporation may defer the filing (but not the preparation) or the effectiveness, or suspend the use, of any registration statement required by or filed pursuant to **Section 2.1**, at any time if (a) the Corporation determines, in its sole discretion, that such action or use (or proposed action or use) would

require the Corporation to make an Adverse Disclosure, or (b) prior to receiving the Demand Request or Transfer Notice, as applicable, the board of directors of the Corporation had determined to effect a registered underwritten public offering of Company equity securities or Company securities convertible into or exchangeable for Company equity securities for the Corporation's account and the Corporation had taken substantial steps (such as selecting a managing underwriter for such offering) and is proceeding with reasonable diligence to effect such offering; provided, however, that the Corporation shall not exercise its rights to deferral or suspension pursuant to this **Section 2.1.7**, and shall not so effect any such deferral or suspension, for more than a total of one hundred eighty (180) days (which need not be consecutive) in any consecutive twelve (12) month period. In making any such determination to defer the filing or effectiveness, or suspend the use, of a registration statement required by **Section 2.1**, the Corporation shall not be required to consult with or obtain the consent of any Holder or any investment manager therefor, and any such determination shall be in the sole discretion of the Corporation, and neither the Holders nor any investment manager for any Holder shall be responsible or have any liability therefor. The Corporation shall promptly notify the Holders of any deferral or suspension pursuant to this **Section 2.1.7** and the Corporation agrees that it will terminate any such deferral or suspension as promptly as reasonably practicable and will promptly notify each Holder in writing of the termination of any such deferral or suspension.

Section 2.1.8 Withdrawal from Demand Registration. Any Holder may withdraw its Registrable Securities from a Demand Registration or underwritten offering at any time (prior to a sale thereunder) by providing the Corporation with written notice. Upon receipt of such written notice, the Corporation shall continue all efforts to secure registration or effect the underwritten offering of the remaining Registrable Securities not requested to be withdrawn, unless the remaining Registrable Securities would not meet the requirements of **Section 2.1.3(b)** or **Section 2.1.3(d)**, in which case, the Corporation may in its sole discretion cease all efforts to proceed with registration or the underwritten offering. If the Corporation ceases all efforts to secure registration or effect the underwritten offering pursuant to this **Section 2.1.8**, then such registration or underwritten offering shall nonetheless be deemed an effective or completed Demand Registration or completed underwritten offering pursuant to a Shelf Registration for all purposes hereunder unless (i) the withdrawal is made following the occurrence of a Material Adverse Change not known to the Requesting Holders at the time of the Demand Request or Transfer Notice or (ii) the Requesting Holders pay or reimburse the Corporation for all out-of-pocket fees and expenses reasonably incurred in connection with such Demand Registration or underwritten offering; provided that if, after a Demand Registration has become effective or an underwritten offering of Registrable Securities has been commenced, it is interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court, it shall be deemed not to have been effected and shall not count as a Demand Registration or underwritten offering for the purposes of **Section 2.1.3**.

Section 2.2 Piggyback Offerings.

Section 2.2.1 Right to Piggyback. Each time the Corporation proposes to offer any of its equity securities in a registered underwritten offering (other than pursuant to an Excluded Registration) under the Securities Act (whether for the account of the Corporation or the account of any equity holder of the Corporation other than a Holder) (a "Piggyback Offering"), the Corporation shall give prompt written notice to each Holder of Registrable

Securities (which notice shall be given not less than twenty (20) days prior to (i) the offering in the case of an underwritten offering pursuant to Rule 415 under the Securities Act (or any successor rule) (a “Corporation Shelf Registration”) or (ii) the anticipated filing date of the Corporation’s registration statement in a registration other than a Corporation Shelf Registration), which notice shall offer each such Holder the opportunity to include any or all of its Registrable Securities in such underwritten offering, subject to the limitations contained in **Section 2.2.2** hereof. Each Holder who desires to have its Registrable Securities included in such underwritten offering shall so advise the Corporation in writing (stating the number and type of Registrable Securities desired to be registered or included) within fifteen (15) days after the date of such notice from the Corporation. Any Holder shall have the right to withdraw such Holder’s request for inclusion of such Holder’s Registrable Securities in any underwritten offering pursuant to this **Section 2.2.1** by giving written notice to the Corporation of such withdrawal. Subject to **Section 2.2.2** below, the Corporation shall include in such underwritten offering all such Registrable Securities so requested to be included therein. Notwithstanding the foregoing, the Corporation may at any time withdraw or cease proceeding with any such offering if it shall at the same time withdraw or cease proceeding with the offering of all other equity securities originally proposed to be included in such offering.

Section 2.2.2 Priority on Piggyback Offerings.

(a) If a Piggyback Offering was initiated by the Corporation, and if the managing underwriter advises that the inclusion of the securities proposed to be included in such Piggyback Offering would cause an Adverse Effect, the Corporation shall include in such Piggyback Offering (i) first, the securities the Corporation proposes to sell, (ii) second, the Registrable Securities requested to be included in such Piggyback Offering, pro rata among the Holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such Holder, and (iii) third, any other securities requested to be included in such Piggyback Offering. If as a result of the provisions of this **Section 2.2.2(a)**, any Holder shall not be entitled to include all Registrable Securities in such Piggyback Offering that such Holder has requested to be so included, such Holder may withdraw its request to include its Registrable Securities in such Piggyback Offering.

(b) If a Piggyback Offering was initiated by a security holder of the Corporation (other than a Holder), and if the managing underwriter advises that the inclusion of the securities proposed to be included in such Piggyback Offering would cause an Adverse Effect, the Corporation shall include in such Piggyback Offering (i) first, the securities requested to be included therein by the security holders requesting such Piggyback Offering and the Registrable Securities requested to be included in such Piggyback Offering, pro rata among the holders of such securities on the basis of the number of securities owned by each such holder, and (ii) second, any other securities requested to be included in such Piggyback Offering (including securities to be sold for the account of the Corporation). If as a result of the provisions of this **Section 2.2.2(b)** any Holder shall not be entitled to include all Registrable Securities in such Piggyback Offering that such Holder has requested to be so included, such Holder may withdraw such Holder’s request to include Registrable Securities in such Piggyback Offering.

(c) No Holder may participate in a Piggyback Offering unless such Holder (i) agrees to sell such Holder’s Registrable Securities on the basis provided in any underwriting

arrangements approved by the Corporation and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents, each in customary form and reasonably satisfactory to the Holders, reasonably required under the terms of such underwriting arrangements; provided, however, that no such Holder shall be required to make any representations or warranties in connection with any such registration other than representations and warranties as to (A) such Holder's ownership of its Registrable Securities to be sold or transferred free and clear of all liens, claims, and encumbrances, (B) such Holder's power and authority to effect such transfer, and (C) such matters pertaining to compliance with securities laws as may be reasonably requested; provided, further, however, that (i) any obligation, if agreed to, of each such Holder to indemnify the underwriters pursuant to any such underwriting arrangements shall (1) only be with respect to information it provides to the Corporation in writing for use in such underwritten offering, (2) be several, not joint and several, and (3) be limited to the net amount received by such Holder from the sale of its Registrable Securities pursuant to such registration and (ii) neither the Government Holders nor the VEBA shall be required to indemnify any Indemnitee pursuant to this Agreement.

Section 2.2.3 Selection of Underwriters. The Corporation shall select the investment banking firm or firms to manage the Piggyback Offering.

Section 2.2.4 No registration of Registrable Securities effected pursuant to this **Section 2.2** shall be deemed to have been effected pursuant to **Section 2.1.1** or **Section 2.1.2** or shall relieve the Corporation of its obligations under **Section 2.1.1** or **Section 2.1.2**.

Section 2.3 SEC Form S-3. Notwithstanding anything to the contrary herein, the Corporation shall use its reasonable best efforts to cause Demand Registrations to be registered on Form S-3 or an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) on Form S-3 (or any successor forms) once the Corporation becomes eligible to use such form, and if the Corporation is not then eligible under the Securities Act to use such form, Demand Registrations shall be registered on the form for which the Corporation then qualifies. After becoming eligible to use Form S-3 or an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) on Form S-3, the Corporation shall use its reasonable best efforts to remain so eligible.

Section 2.4 Holdback Agreements.

(a) The Corporation shall not effect any public sale or distribution of its equity securities or any securities convertible into or exchangeable or exercisable for its equity securities, except in each case as part of the offering pursuant to a Demand Registration, during the sixty (60) day period (or such lesser period as the Lead Underwriters or managing underwriters may permit) beginning on the effective date of any registration statement in connection with an underwritten Demand Registration (other than a Shelf Registration), except for (i) sales or distributions pursuant to registrations on Form S-4 or Form S-8 or any successor form, (ii) the issuance of shares of Common Stock upon the conversion, exercise or exchange, by the holder thereof, of options, warrants or other securities convertible into or exercisable or exchangeable for Common Stock pursuant to the terms of such options, warrants or other securities, (iii) sales or distributions pursuant to the terms of any other agreement to issue shares of Common Stock (or any securities convertible into or exchangeable or exercisable for Common

Stock) in effect on the date of the Demand Request, including any such agreement in connection with any previously disclosed acquisition, merger, consolidation or other business combination and (iv) the issuance of shares of Common Stock in connection with transfers to dividend reinvestment plans or to employee benefit plans in order to enable any such employee benefit plan to fulfill its funding obligations in the ordinary course.

(b) If any Holders of Registrable Securities provide a Transfer Notice relating to an underwritten offering of Registrable Securities registered pursuant to a Shelf Registration, the Corporation shall not effect any public sale or distribution of its equity securities or any securities convertible into or exchangeable or exercisable for its equity securities, except in each case as part of such underwritten offering, during the sixty (60) day period (or such lesser period as the Lead Underwriters or managing underwriters may permit) beginning on the pricing date for such underwritten offering, except for (i) sales or distributions pursuant to registrations on Form S-4 or Form S-8 or any successor form, (ii) the issuance of shares of Common Stock upon the conversion, exercise or exchange, by the holder thereof, of options, warrants or other securities convertible into or exercisable or exchangeable for Common Stock pursuant to the terms of such options, warrants or other securities, (iii) sales or distributions pursuant to the terms of any other agreement to issue shares of Common Stock (or any securities convertible into or exchangeable or exercisable for Common Stock) in effect on the date of the Transfer Notice, including any such agreement in connection with any previously disclosed acquisition, merger, consolidation or other business combination and (iv) the issuance of shares of Common Stock in connection with transfers to dividend reinvestment plans or to employee benefit plans in order to enable any such employee benefit plan to fulfill its funding obligations in the ordinary course.

(c) Each Holder agrees, in the event of an underwritten offering of equity securities by the Corporation (whether for the account of the Corporation or otherwise), not to offer, sell, contract to sell or otherwise dispose of any Preferred Stock, Warrants, Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock, including any sale pursuant to Rule 144 under the Securities Act (except as part of such underwritten offering), during the sixty (60) day period (or such lesser period in each case as the Lead Underwriters or managing underwriters may permit) beginning on the effective date of the registration statement for such underwritten offering (or, in the case of an offering pursuant to an effective shelf registration statement pursuant to Rule 415, the pricing date for such underwritten offering); provided, however, that (i) any applicable period shall terminate on such earlier date as the Corporation gives notice to the Holders that the Corporation declines to proceed with any such offering and (ii) the sum of all holdback periods applicable to the Holders shall not exceed one hundred twenty (120) days (which need not be consecutive) in any given twelve (12) month period.

Section 2.5 Registration Procedures.

(a) If and whenever the Corporation is required to effect the registration of any Registrable Securities pursuant to this Agreement, subject to the terms and conditions of this Agreement, the Corporation shall use its reasonable best efforts to effect the registration and the sale, as applicable, of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Corporation shall as expeditiously as possible:

(i) prepare and file with the SEC, pursuant to **Section 2.1** with respect to any Demand Registration, a registration statement on any appropriate form under the Securities Act with respect to such Registrable Securities and use its reasonable best efforts to cause such registration statement to become effective as promptly as practicable; provided that as far in advance as practicable before filing such registration statement or any amendment thereto, the Corporation shall furnish to the selling Holders copies of reasonably complete drafts of all such documents prepared to be filed (including exhibits), and any such selling Holder shall have the opportunity to object to any information contained therein and the Corporation shall make corrections reasonably requested by such selling Holder with respect to such information prior to filing any such registration statement or amendment; provided, further, that the Corporation shall not file any such registration statement, and any amendment thereto, to which a Holder shall reasonably object in writing on a timely basis, unless in the Corporation's judgment such filing is necessary to comply with applicable law;

(ii) except in the case of a Shelf Registration, prepare and file with the SEC such amendments, post-effective amendments, and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period of not less than one hundred eighty (180) days (or such lesser period as is necessary for the underwriters in an underwritten offering to sell unsold allotments) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the selling Holders thereof set forth in such registration statement;

(iii) in the case of a Shelf Registration, comply with the provisions of **Section 2.1.2(c)** and **Section 2.1.2(d)**;

(iv) furnish to each selling Holder of Registrable Securities and the underwriters of the securities being registered, without charge, such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus), any documents incorporated by reference therein and such other documents as such selling Holders or underwriters may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such selling Holders or the sale of such securities by such underwriters (it being understood that, subject to **Section 2.1.7**, **Section 2.4(c)**, **Section 2.6** and **Section 2.7** and the requirements of the Securities Act and applicable state securities laws, the Corporation consents to the use of the prospectus and any amendment or supplement thereto by each selling Holder and the underwriters in connection with the offering and sale of the Registrable Securities covered by the registration statement of which such prospectus, amendment or supplement is a part);

(v) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as the Lead Underwriters or managing underwriters reasonably request (or, in the event the registration statement does not relate to an underwritten offering, as the selling Holders of a majority of such Registrable Securities being offered may reasonably request); use its reasonable best efforts to keep each such registration or qualification (or exemption therefrom) effective during the period in which such registration statement is required to be kept effective; and do any and all other acts

and things which may be reasonably necessary or advisable to enable each selling Holder to consummate the disposition of the Registrable Securities owned by such selling Holder in such jurisdictions; provided, however, that the Corporation shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (B) consent to general service of process in any such jurisdiction or (C) take any action that would subject it to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject;

(vi) promptly notify each selling Holder and each underwriter and (if requested by any such Person) confirm such notice in writing (A) when a prospectus or any prospectus supplement or post-effective amendment has been filed and, with respect to a registration statement or any post-effective amendment, when the same has become effective, (B) of the issuance by any state securities or other regulatory authority of any order suspending the qualification or exemption from qualification of any of the Registrable Securities under state securities or "blue sky" laws or the initiation, or threatened initiation, of any proceedings for that purpose, or (C) of the happening of any event which makes any statement made in a registration statement or related prospectus untrue or which requires the making of any changes in such registration statement, prospectus or documents so that they shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, as promptly as practicable thereafter, prepare and file with the SEC and furnish a supplement or amendment to such prospectus so that, as thereafter deliverable to the purchasers of such Registrable Securities, such prospectus shall not contain any untrue statement of a material fact or omit a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) permit any selling Holder that might reasonably be deemed to be an underwriter or a Controlling Person of the Corporation to participate in the preparation of such registration or comparable statement and to require the insertion therein of material, furnished to the Corporation in writing, which in the reasonable judgment of such Holder and its counsel should be included;

(viii) make available members of the management of the Corporation or the applicable Corporation subsidiaries for reasonable assistance in the selling efforts relating to any offering of Registrable Securities covered by a registration statement filed pursuant to this Agreement, to the extent customary for such offering (including, without limitation, to the extent customary, senior management attendance at due diligence meetings with prospective investors or underwriters and their counsel and road shows); provided, however, that management need only be made available for one such offering for each of the UST, Canada and the VEBA in any twelve (12) month period;

(ix) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, including the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, and make generally available to the Corporation's security holders an earnings statement satisfying the provisions of Section 11(a) of the Securities Act no later than thirty (30) days after the end of the twelve (12) month period beginning with the first day of the Corporation's first fiscal quarter commencing after the effective date of a

registration statement, which earnings statement shall cover said twelve (12) month period, and which requirement shall be deemed to be satisfied if the Corporation timely files complete and accurate information on Forms 10-K, 10-Q and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(x) if requested by the Lead Underwriters, managing underwriters or any selling Holder, promptly incorporate in a prospectus supplement or post-effective amendment such information as the Lead Underwriters, managing underwriters or any selling Holder reasonably requests to be included therein, including, with respect to the Registrable Securities being sold by the selling Holders, the purchase price being paid therefor by the underwriters and with respect to any other terms of the underwritten offering of the Registrable Securities to be sold in such offering, and promptly make all required filings of such prospectus supplement or post-effective amendment;

(xi) as promptly as practicable after filing with the SEC of any document which is incorporated by reference into a registration statement (in the form in which it was incorporated), deliver a copy of each such document to each selling Holder;

(xii) cooperate with the selling Holders and Lead Underwriters or the managing underwriters to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any registration statement, and enable such securities to be in such denominations and registered in such names as the Lead Underwriters, managing underwriters or such selling Holders may request at least two (2) business days prior to any sale of the Registrable Securities and keep available and make available to the Corporation's transfer agent prior to the effectiveness of such registration statement a supply of such certificates;

(xiii) promptly make available for inspection by any selling Holder, any underwriter participating in any disposition pursuant to any registration statement, and any attorney, accountant or other agent or Representative retained by any such selling Holder or underwriter (collectively, the "Inspectors"), all financial and other records and pertinent corporate documents (collectively, the "Records") and properties of the Corporation, as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Corporation's officers, directors and employees to supply all information reasonably requested by any such Inspector in connection with such registration statement; provided, however, that, unless the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement or the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, the Corporation shall not be required to provide any information under this subparagraph (xiii) if (A) the Corporation believes, after consultation with counsel for the Corporation, that to do so would cause the Corporation to forfeit an attorney-client privilege that was applicable to such information or (B) if either (1) the Corporation has requested and been granted from the SEC confidential treatment of such information contained in any filing with the SEC or documents provided supplementally or otherwise or (2) the Corporation reasonably determines in good faith that such Records are confidential and so notifies the Inspectors in writing, unless prior to furnishing any such information with respect to clause (B) such selling Holder of Registrable Securities requesting such information agrees to enter into a confidentiality agreement in a form acceptable to the

Corporation; and provided, further, that each selling Holder of Registrable Securities agrees that it shall, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Corporation and allow the Corporation, at its expense, to undertake appropriate action and to prevent disclosure of the Records deemed confidential;

(xiv) furnish to each selling Holder and underwriter a signed counterpart of (A) an opinion or opinions of counsel to the Corporation (which may be in-house counsel) provided that such counsel is reasonably acceptable to such Holders and the underwriter, and (B) a comfort letter or comfort letters from the Corporation's independent public accountants, each in customary form and covering such matters of the type customarily covered by opinions or comfort letters, as the case may be, as the selling Holders, Lead Underwriters or managing underwriters reasonably requests;

(xv) cause the Registrable Securities included in any registration to be (A) in the case of an IPO, listed on a securities exchange or exchanges or an inter-dealer quotation system, as determined by the Corporation, or (B) in the case of a registration other than an IPO, (1) listed on each securities exchange, if any, on which similar securities issued by the Corporation are then listed or (2) quoted on an inter-dealer quotation system if similar securities issued by the Corporation are quoted thereon, as applicable;

(xvi) provide a transfer agent and registrar for all Registrable Securities registered hereunder and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(xvii) cooperate with each selling Holder and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority ("FINRA");

(xviii) during the period when the prospectus is required to be delivered under the Securities Act, promptly file all documents required to be filed with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act;

(xix) notify each selling Holder of Registrable Securities promptly of any request by the SEC for the amending or supplementing of such registration statement or prospectus or for additional information;

(xx) subject to **Section 2.1.4(b)** and **Section 2.2.2(c)**, enter into such agreements (including underwriting agreements) as are customary in connection with an underwritten registration; and

(xxi) advise each selling Holder of such Registrable Securities, promptly after it receives notice or obtains knowledge thereof, of the issuance of any stop order by the SEC suspending the effectiveness of such registration statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued.

(b) The selling Holders shall reasonably cooperate with the Corporation in the preparation and filing of any registration statement under the Securities Act pursuant to this Agreement and provide the Corporation with all information reasonably necessary to complete such preparation as the Corporation may, from time to time, reasonably request in writing, and the Corporation may exclude from such registration the Registrable Securities of any selling Holder (or not proceed with such registration) if such selling Holder unreasonably fails to furnish such information within a reasonable time after receiving such request. Promptly following any sale or other transfer of any Registrable Securities, each Holder shall notify the Corporation in writing thereof, which notice shall specify the amount and type of securities involved, the date of the sale or transfer and whether the sale or transfer was effected under a registration statement or otherwise.

(c) Each of the parties shall treat all notices of proposed transfers and registrations, and all information relating to any blackout periods under **Section 2.1.7** received from another party with the strictest confidence (and in accordance with the terms of any applicable confidentiality agreement among the Corporation and the Holder) and shall not disseminate such information.

Section 2.6 Issuer Free Writing Prospectuses. The Corporation represents and agrees that, unless it obtains the prior consent of the Holders of a majority of the Registrable Securities participating in a registration or offering or the approval of the counsel for such Holders, and each of the Holders represents and agrees that, unless it obtains the prior consent of the Corporation, it shall not make any offer relating to the Registrable Securities that would constitute an “issuer free writing prospectus,” as defined in Rule 433 under the Securities Act (an “Issuer Free Writing Prospectus”), or that would otherwise constitute a “free writing prospectus,” as defined in Rule 405 under the Securities Act, required to be filed with the SEC. The Corporation represents that any Issuer Free Writing Prospectus shall not include any information that conflicts with the information contained in a registration statement or prospectus and that any Issuer Free Writing Prospectus, when taken together with the information in the registration statement and the prospectus, shall not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 2.7 Suspension of Dispositions. Each Holder agrees that upon receipt of any notice (a “Suspension Notice”) from the Corporation of the happening of any event of the kind described in **Section 2.5(a)(vi)(B)** or **(C)** or **Section 2.5(a)(xxi)** such Holder shall forthwith discontinue disposition of Registrable Securities until such Holder’s receipt of the copies of the supplemented or amended prospectus, or until it is advised in writing (the “Advice”) by the Corporation that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the prospectus, and, if so directed by the Corporation, such Holder shall deliver to the Corporation all copies, other than permanent file copies then in such Holder’s possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Corporation shall give any such notice, the time period regarding the effectiveness of registration statements set forth in **Section 2.5(a)(ii)** hereof, if applicable, shall be extended by the number of days during the period from and including the date of the giving of the Suspension Notice to and including the date when each seller of Registrable Securities covered by such registration

statement shall have received the copies of the supplemented or amended prospectus or the Advice. The Corporation shall use its reasonable best efforts and take such actions as are reasonably necessary to render the Advice as promptly as practicable.

Section 2.8 Registration Expenses. The Corporation shall pay all reasonable fees and expenses incident to the performance of or compliance with its obligations under this **Article 2**, including (a) all registration and filing fees, including fees and expenses (i) with respect to filings required to be made with all applicable securities exchanges and/or FINRA and (ii) of compliance with securities or “blue sky” laws including any fees and disbursements of counsel for the underwriter(s) in connection with “blue sky” qualifications of the Registrable Securities pursuant to **Section 2.5(a)(v)**, (b) printing expenses, including expenses of printing certificates for Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing prospectuses if the printing of prospectuses is requested by the Lead Underwriters or managing underwriter(s), if any, or by the Holder, (c) messenger, telephone and delivery expenses of the Corporation, (d) fees and disbursements of counsel for the Corporation, (e) expenses of the Corporation incurred in connection with any “road show” or other marketing efforts, (f) fees and disbursements of all independent certified public accountants (including, without limitation, the expenses of any special audit and “cold comfort” letters required by or incident to this Agreement) and any other Persons, including special experts, retained by the Corporation, and (g) fees up to \$250,000 plus reasonable disbursements of one legal counsel for the Requesting Holders in connection with each registration or offering of their Registrable Securities or sale (including, for the avoidance of doubt, a Take-Down) of their Registrable Securities under a Shelf Registration but only if such registration, offering or sale either is effected or, pursuant to **Section 2.7**, is postponed. For the avoidance of doubt, the Corporation shall not be required to pay any, and each Holder shall pay its own, underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Securities pursuant to any registration statement, or any other expenses of any Holder. In addition, the Corporation shall bear all of its internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange or inter-dealer quotation system on which similar securities issued by the Corporation are then listed and the fees and expenses of any Person, including special experts, retained by the Corporation.

Section 2.9 Indemnification.

Section 2.9.1 Indemnification by the Corporation. The Corporation agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Holder, the trustees of any Holder, the investment manager or managers acting on behalf of any Holder with respect to the Registrable Securities, Persons, if any, who Control any of them, and each of their respective Representatives (each, an “Indemnitee”), from and against any and all losses, penalties, judgments, suits, costs, claims, damages, liabilities and expenses, joint or several (including reasonable costs of investigation and legal expenses) (“Losses”) arising out of or caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement described herein or any related prospectus or Issuer Free Writing Prospectus relating to the Registrable Securities (as amended or supplemented if the Corporation shall have furnished any amendments or supplements thereto), or arising out of or caused by any omission or alleged

omission to state therein a material fact required to be stated therein or necessary to make the statements therein in the case of the prospectus, in light of the circumstances in which they were made, not misleading, except insofar as such Losses arise out of or are caused by any such untrue statement or omission included or omitted in conformity with information furnished to the Corporation in writing by such Indemnitee or any Person acting on behalf of such Indemnitee expressly for use therein; provided, however, that the foregoing indemnity agreement with respect to any preliminary prospectuses or Issuer Free Writing Prospectuses shall not inure to the benefit of such Indemnitee if the Person asserting any Losses against such Indemnitee purchased Registrable Securities and (a) prior to the time of sale of the Registrable Securities to such Person (the “Initial Sale Time”) the Corporation shall have notified the respective Holder that the preliminary prospectus or Issuer Free Writing Prospectus (as it existed prior to the Initial Sale Time) contains an untrue statement of material fact or omits to state therein a material fact required to be stated therein in order to make the statements therein not misleading, (b) such untrue statement or omission of a material fact was corrected in a preliminary prospectus or, where permitted by law, Issuer Free Writing Prospectus and such corrected preliminary prospectus or Issuer Free Writing Prospectus was provided to such Holder a reasonable amount of time in advance of the Initial Sale Time such that the corrected preliminary prospectus or Issuer Free Writing Prospectus could have been provided to such Person prior to the Initial Sale Time, (c) such corrected preliminary prospectus or Issuer Free Writing Prospectus (excluding any document then incorporated or deemed incorporated therein by reference) was not conveyed to such Person at or prior to the Initial Sale Time and (d) such Losses would not have occurred had the corrected preliminary prospectus or Issuer Free Writing Prospectus (excluding any document then incorporated or deemed incorporated therein by reference) been conveyed to such Person as provided for in clause (c) above. This indemnity shall be in addition to any liability the Corporation may otherwise have under this Agreement or otherwise. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Holder or any indemnified party and shall survive the transfer of Registrable Securities by any Holder.

Section 2.9.2 Indemnification by the Holders. Each Holder (other than the Government Holders, the VEBA and the Debtor) agrees, to the fullest extent permitted under applicable law severally and not jointly, to indemnify and hold harmless each of the Corporation, its directors, officers, employees and agents, and each Person, if any, who Controls the Corporation, to the same extent as the foregoing indemnity from the Corporation, but only with respect to Losses arising out of or caused by an untrue statement or omission included or omitted in conformity with information furnished in writing by or on behalf of the respective Holder expressly for use in any registration statement described herein or any related prospectus relating to the Registrable Securities (as amended or supplemented if the Corporation shall have furnished any amendments or supplements thereto). No claim against the assets of any Holder shall be created by this **Section 2.9.2**, except as and to the extent permitted by applicable law. Notwithstanding the foregoing, no Holder shall be liable to the Corporation or any such Person for any amount in excess of the net amount received by the Holder from the sale of Registrable Securities in the offering giving rise to such liability.

Section 2.9.3 Indemnification Procedures.

(a) In case any claim is asserted or any proceeding (including any governmental investigation) shall be instituted where indemnity may be sought by an Indemnitee

pursuant to any of the preceding paragraphs of this **Section 2.9**, such Indemnitee shall promptly notify in writing the Person against whom such indemnity may be sought (the “Indemnitor”); provided, however, that the omission so to notify the Indemnitor shall not relieve the Indemnitor of any liability which it may have to such Indemnitee except to the extent that the Indemnitor was prejudiced by such failure to notify. The Indemnitor, upon request of the Indemnitee, shall retain counsel reasonably satisfactory to the Indemnitee to represent (subject to the following sentences of this **Section 2.9.3(a)**) the Indemnitee and any others the Indemnitor may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnitee shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (a) the Indemnitor and the Indemnitee shall have mutually agreed to the retention of such counsel, (b) the Indemnitor fails to take reasonable steps necessary to defend diligently any claim within ten calendar days after receiving written notice from the Indemnitee that the Indemnitee believes the Indemnitor has failed to take such steps, or (c) the named parties to any such proceeding (including any impleaded parties) include both the Indemnitor and the Indemnitee and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests or legal defenses between them and, in all such cases, the Indemnitor shall only be responsible for the reasonable fees and expenses of such counsel. It is understood that the Indemnitor shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate law firm (in addition to any local counsel) for all such Indemnitees not having actual or potential differing interests or legal defenses among them, and that all such fees and expenses shall be reimbursed as they are incurred. The Indemnitor shall not be liable for any settlement of any proceeding affected without its written consent.

(b) If the indemnification provided for in this **Section 2.9** is unavailable to an Indemnitee in respect of any Losses referred to herein, then the Indemnitor, in lieu of indemnifying such Indemnitee hereunder, shall contribute to the amount paid or payable by such Indemnitee as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the Indemnitor and the Indemnitee and Persons acting on behalf of or Controlling the Indemnitor or the Indemnitee in connection with the statements or omissions or violations which resulted in such Losses, as well as any other relevant equitable considerations. If the indemnification described in **Section 2.9.1** or **Section 2.9.2** is unavailable to an Indemnitee, the relative fault of the Corporation, any Holder and Persons acting on behalf of or Controlling the Corporation or any such Holder shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Corporation, a Holder or by Persons acting on behalf of the Corporation or any Holder and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Indemnitor shall not be required to contribute pursuant to this **Section 2.9.3(b)** if there has been a settlement of any proceeding affected without its written consent. No claim against the assets of any Holder shall be created by this **Section 2.9.3(b)**, except as and to the extent permitted by applicable law. Notwithstanding the foregoing, no Holder shall be required to make a contribution in excess of the net amount received by such Holder from the sale of Registrable Securities in the offering giving rise to such liability. For the avoidance of doubt, none of the Government Holders, the VEBA or the Debtor shall be required to make any contribution to any Indemnitee under this **Section 2.9.3(b)**.

Section 2.9.4 Survival. The indemnification contained in this **Section 2.9** shall remain operative and in full force and effect regardless of any termination of this Agreement.

Section 2.10 Transfer of Registration Rights. The rights and obligations of a Holder under this Agreement may be assigned to any transferee or assignee that directly acquires Registrable Securities from such Holder (including, without limitation, in connection with any such assignment by either Government Holder or the VEBA to an affiliate Controlled by such Government Holder or the VEBA, as applicable (provided that Canada may also effect such assignment to an affiliate Controlled by Canada Development Investment Corporation, a Crown corporation and the sole shareholder of Canada or to an affiliate Controlled by [the Department of Finance of Canada]), and in connection with any such assignment by the Debtor to any successor in interest, including any liquidating trust established under a plan of reorganization or liquidation that has been confirmed by any bankruptcy court of competent jurisdiction), but only if (a) the respective Holder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Corporation concurrent with such transfer or assignment and (b) concurrent with such transfer or assignment, such transferee or assignee furnishes the Corporation with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being transferred or assigned, and the transferee or assignee agrees in writing with the Corporation to be bound by all the provisions and obligations contained herein as a Holder hereunder. Notwithstanding the foregoing, (x) any transferee or assignee who becomes bound by the provisions of this Agreement pursuant to the first sentence of this Section 2.10 shall have all rights and obligations as a “Holder” hereunder but, unless such transferee or assignee is either (1) an Affiliate of the UST, Canada, the VEBA or the Debtor or (2) a successor in interest of the Debtor, including any liquidating trust established under a plan of reorganization or liquidation that has been confirmed by any bankruptcy court of competent jurisdiction, such transferee or assignee shall not have any of the rights hereunder that are specific to the UST, Canada, the VEBA or the Debtor, as applicable, and (y) the rights of the Debtor under this Agreement shall not be assigned by the Debtor in connection with the distribution of any Registrable Securities from the Debtor as part of any plan of reorganization or liquidation that has been confirmed by any bankruptcy court of competent jurisdiction other than any distribution of any Registrable Securities that may be deemed to have been made from the Debtor to any successor in interest, including any liquidating trust established under a plan of reorganization or liquidation that has been confirmed by any bankruptcy court of competent jurisdiction.

Section 2.11 Rule 144. After such time as the Corporation has registered a class of equity securities under Section 12(b) or Section 12(g) of the Exchange Act, or otherwise is required to report under Section 15(d) of the Exchange Act, the Corporation shall file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder and shall take such further action as the Holders may reasonably request, all to the extent required from time to time to enable the Holders to sell Common Stock without registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the SEC. The Corporation shall promptly upon the request of any Holder furnish to such Holder evidence of the number of shares of Common Stock then outstanding, as of the most recent date practicable. Any sale or transfer by a Holder of Registrable Securities that could have been effected either as

a sale of securities pursuant to, and in accordance with, Rule 144 under the Securities Act (or any successor provision) or a sale covered by a Shelf Registration shall be deemed for all purposes under this Agreement to be a sale or transfer by such Holder pursuant to, and in accordance with, Rule 144 under the Securities Act.

Section 2.12 Preservation of Rights.

(a) The Corporation will not (x) grant any registration rights to third parties which are inconsistent with the rights granted hereunder or (y) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates the rights expressly granted to the Holders in this Agreement.

(b) If the Corporation grants any registration rights to a third party that are more favorable to such party than the rights granted to any of the UST, Canada, the VEBA and the Debtor hereunder, the UST, Canada, the VEBA and the Debtor shall be entitled to have their registration rights improved to the level of the registration rights of such third party, and all of the parties hereto shall execute an amendment to this Agreement reflecting such more favorable rights.

Section 2.13 Registration of Common Stock under Exchange Act; Listing. Notwithstanding anything to the contrary herein, the Corporation shall use its reasonable best efforts to (i) file with the SEC a registration statement to register its Common Stock under Section 12 of the Exchange Act and cause such registration statement to be declared effective no later than July 31, 2010 and (ii) cause its Common Stock to be approved for listing on the New York Stock Exchange or any other national securities exchange in connection with a distribution, if any, of Registrable Securities by the Debtor pursuant to a plan of reorganization or liquidation that has been confirmed by any bankruptcy court of competent jurisdiction.

**ARTICLE 3
TERMINATION**

Section 3.1 Termination. Other than **Sections 2.8** and **2.9** and **Article 4**, this Agreement and the obligations of the Corporation hereunder shall terminate upon the time when there are no Registrable Securities remaining. With respect to each Holder, other than **Sections 2.8** and **2.9** and **Article 4**, this Agreement and the rights and obligations of such Holder hereunder shall terminate when such Holder no longer holds any Registrable Securities and, with respect to the Debtor, has no further right to receive additional securities of the Corporation pursuant to Section 3.2 of the Master Sale and Purchase Agreement. Notwithstanding the foregoing, all liabilities or obligations under **Sections 2.8** and **2.9** and **Article 4** shall remain in effect in accordance with the terms of such provisions.

**ARTICLE 4
MISCELLANEOUS**

Section 4.1 Notices. Any notice, request, instruction, consent, document or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes (a) upon delivery when personally delivered; (b) on the delivery date after having been sent by a nationally or

internationally recognized overnight courier service (charges prepaid); (c) at the time received when sent by registered or certified mail, return receipt requested, postage prepaid; or (d) at the time when confirmation of successful transmission is received (or the first business day following such receipt if the date of such receipt is not a business day) if sent by facsimile, in each case, to the recipient at the address or facsimile number, as applicable, indicated below:

If to the Corporation:

Attention: _____
Telephone: _____
Facsimile: _____

with a copy to:
Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: John J. Rapisardi
 R. Ronald Hopkinson
Telephone: 212-504-6000
Facsimile: 212-504-6666

If to the UST:

Attention: _____
Telephone: _____
Facsimile: _____

with a copy to:
Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: John J. Rapisardi
 R. Ronald Hopkinson
Telephone: 212-504-6000
Facsimile: 212-504-6666

If to Canada:

7176384 Canada Inc.
1235 Bay Street, Suite 400
Toronto, ON M54 3K4
Attention: Mr. Michael Carter

Facsimile: 416-934-5009

with a copy to:
Patrice S. Walch-Watson, Esq.
Torys LLP
79 Wellington Street West
Suite 3000
Toronto, ON M5K 1N2
Facsimile: 416-865-7380

If to the VEBA:

UAW Retiree Medical Benefits Trust
P.O. Box 14309
Detroit, Michigan 48214

with a copy to:
Daniel W. Sherrick
General Counsel
International Union, United Automobile, Aerospace and
Agricultural Implement Workers of America
8000 East Jefferson Avenue
Detroit, Michigan 48214
Facsimile: 313-822-4844

and

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
Telephone: 212-225-2000
Facsimile: 212-225-3999
Attention: Richard S. Lincer & David I. Gottlieb

If to the Debtor:

/_____/

/_____/

/_____/

Attention: /_____/

Telephone: /_____/

Facsimile: /_____/

with a copy to:
Jenner & Block LLP
330 North Wabash Avenue

Chicago, Illinois 60611-7603
Attention: Brian R. Boch
Catherine Abbott
Telephone: 312-222-9350
Facsimile: 312-527-0484

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Harvey R. Miller
Stephen Karotkin
Raymond Gietz
Telephone: 212-310-8000
Facsimile: 212-310-8007

provided, however, if any party shall have designated a different addressee and/or contact information by notice in accordance with this **Section 4.1**, then to the last addressee as so designated.

Section 4.2 Authority. Each of the parties hereto represents to the other that (a) it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate or organizational action and no such further action is required, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

Section 4.3 No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of (a) the Corporation and its successors and permitted assigns, (b) each Holder (including any trustee thereof) and any other investment manager or managers acting on behalf of such Holder with respect to the Common Stock, Preferred Stock, or the Warrants and their respective successors and permitted assigns and (c) each of the Persons entitled to indemnification under **Section 2.9** hereof. Nothing in this Agreement shall be construed to give any other Person any legal or equitable right, remedy or claim under this Agreement.

Section 4.4 No Personal Liability by Trustees. It is expressly understood and agreed by the parties hereto that this Agreement is being executed and delivered by the UST managers and the VEBA Designee not individually or personally but solely in their respective capacities as managers and trustees in the exercise of the powers and authority conferred and vested in them as such trustees and under no circumstances shall any trustee or former trustee have any personal liability in the trustee's individual capacity in connection with this Agreement or any transaction contemplated hereby.

Section 4.5 Cooperation. Each party hereto shall take such further action, and execute such additional documents, as may be reasonably requested by any other party hereto in order to carry out the purposes of this Agreement.

Section 4.6 Governing Law; Forum Selection. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York irrespective of the choice of laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York. Any action or proceeding against the parties relating in any way to this Agreement may be brought and enforced exclusively in the courts of the State of New York located in the Borough of Manhattan or (to the extent subject matter jurisdiction exists therefor) the U.S. District Court for the Southern District of New York, and the parties irrevocably submit to the jurisdiction of both courts in respect of any such action or proceeding.

Section 4.7 WAIVER OF JURY TRIAL. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN, AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

Section 4.8 Successors and Assigns. Except as otherwise expressly provided herein, including pursuant to **Section 2.10**, neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be assigned by any party (whether by operation of law or otherwise) without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence and except as otherwise expressly provided herein, this Agreement shall be binding upon and benefit the Corporation, each Holder, and their respective successors and permitted assigns; provided, that, for the avoidance of doubt, any Person who receives securities of the Corporation as a distribution from the Debtor as part of any plan of reorganization or liquidation that has been confirmed by any bankruptcy court of competent jurisdiction (other than any such Person that is a successor in interest to the Debtor, including any liquidating trust established under a plan of reorganization or liquidation that has been confirmed by any bankruptcy court of competent jurisdiction) shall not be bound by or have any rights pursuant to this Agreement.

Section 4.9 Entire Agreement. This Agreement (together with the Annex) contains the final, exclusive and entire agreement and understanding of the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof and thereof. This Agreement shall not be deemed to contain or imply any restriction, covenant, representation, warranty, agreement or undertaking of any party with respect to the transactions contemplated hereby or thereby other than those expressly set forth herein or therein, and none shall be deemed to exist or be inferred with respect to the subject matter hereof.

Section 4.10 Severability. Whenever possible, each term and provision of this Agreement will be interpreted in such manner as to be effective and valid under law. If any term or provision of this Agreement, or the application thereof to any Person or any circumstance, is

held to be illegal, invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision and (b) the remainder of this Agreement or such term or provision and the application of such term or provision to other Persons or circumstances shall remain in full force and effect and shall not be affected by such illegality, invalidity or unenforceability, nor shall such invalidity or unenforceability affect the legality, validity or enforceability of such term or provision, or the application thereof, in any jurisdiction.

Section 4.11 Enforcement of this Agreement. The parties agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the parties shall, without the posting of a bond, be entitled, subject to a determination by a court of competent jurisdiction, to an injunction or injunctions to prevent any such failure of performance under, or breaches of, this Agreement, and to enforce specifically the terms and provisions hereof and thereof, this being in addition to all other remedies available at law or in equity, and each party agrees that it will not oppose the granting of such relief on the basis that the requesting party has an adequate remedy at law.

Section 4.12 Amendment. This Agreement may not be amended, modified or supplemented except upon the execution and delivery of a written agreement executed by a duly authorized representative or officer of each of the parties.

Section 4.13 Headings. The descriptive headings of the Articles, Sections and paragraphs of, and the Annex to, this Agreement are included for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit, modify or affect any of the provisions hereof.

Section 4.14 Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. All signatures of the parties may be transmitted by facsimile or electronic delivery, and each such facsimile signature or electronic delivery signature (including a pdf signature) will, for all purposes, be deemed to be the original signature of the party whose signature it reproduces and be binding upon such party.

Section 4.15 Time Periods. Unless otherwise specified in this Agreement, an action required under this Agreement to be taken within a certain number of days shall be taken within that number of calendar days (and not business days); provided, however, that if the last day for taking such action falls on a day that is not a business day, the period during which such action may be taken shall be automatically extended to the next business day.

Section 4.16 No Binding Effect on U.S. Government. Notwithstanding anything in this Agreement to the contrary, no provision of this Agreement shall be binding on or create any obligation on the part of the United States Department of the Treasury or any other department or any agency or branch of the United States Government, or any political subdivision thereof.

Section 4.17 Canada. Notwithstanding anything in this Agreement to the contrary, Canada shall be bound by this Agreement only in its capacity as a Holder and nothing in this Agreement shall be binding on or create any obligation on the part of Canada in any other capacity or any branch of the Government of Canada or subdivision thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, being duly authorized, have executed and delivered this Equity Registration Rights Agreement on the date first above written

[CORPORATION]

By: _____
Name: _____
Title: _____

**THE UNITED STATES DEPARTMENT
OF THE TREASURY**

By: _____
Name: _____
Title: _____

7176384 CANADA INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**UAW RETIREE MEDICAL BENEFITS
TRUST**

By: _____
Name: _____
Title: _____

[DEBTOR]

By: _____
Name: _____
Title: _____

Annex I

Holder	Number of Shares of Common Stock
UST	
Canada	
VEBA	
Debtor	
Total:	

Holder	Number of Shares of Common Stock for Which Warrants Are Initially Exercisable
VEBA	
Debtor	
Total:	

Holder	Number of Shares of Series A Preferred Stock
UST	
Canada	
VEBA	
Total:	

**Amended and Restated Master Sale & Purchase Agreement
Exhibit P**

Form of Bill of Sale

EXHIBIT P

FORM OF OMNIBUS BILL OF SALE

THIS OMNIBUS BILL OF SALE (this "Bill of Sale"), dated as of [_____] / _____ / 2009, is made by and among General Motors Corporation, a Delaware corporation ("Parent"), Saturn LLC, a Delaware limited liability company ("S LLC"), Saturn Distribution Corporation, a Delaware corporation ("S Distribution"), Chevrolet-Saturn of Harlem, Inc., a Delaware corporation ("Harlem", and collectively with Parent, S LLC and S Distribution, "Transferors", and each a "Transferor"), and [NGMCO, Inc.], a Delaware [corporation] ("Transferee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Transferors and Transferee are parties to that certain Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Transferors desire to sell, transfer, assign, convey and deliver to Transferee, and Transferee desires to purchase, accept and acquire from Transferors, all of Transferors' right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Assignment. Pursuant to the Purchase Agreement, each Transferor hereby sells, transfers, assigns, conveys and delivers to Transferee any and all right, title and interest that such Transferor possesses in and to all of the Purchased Assets (except for the Intellectual Property and the Transferred Real Property, which are governed by separate conveyance agreements), and Transferee hereby purchases, accepts and acquires from each Transferor such Purchased Assets. Notwithstanding anything to the contrary contained herein, Transferors are not selling, transferring, assigning, conveying or delivering to Transferee any Excluded Assets.

Section 2. Further Assurances. Transferors shall execute any other documentation and take such other actions, at Transferee's sole cost and expense, as may be reasonably requested by Transferee to enable Transferee to perfect and sustain its rights in and to the Purchased Assets (except for the Intellectual Property and the Transferred Real Property, which are governed by separate conveyance agreements).

Section 3. Power of Attorney. In furtherance of the foregoing, each Transferor irrevocably constitutes and appoints Transferee the true and lawful attorney of such Transferor with full power of substitution and give and grant unto Transferee full power and authority in the name and stead of such Transferor, but on behalf and for the benefit of Transferee, at any time and from time to time, to demand, sue for, recover and receive any and all Claims of every kind and description whatsoever relating to the Purchased Assets (except for the Intellectual Property and the Transferred Real Property, which are governed by separate conveyance agreements),

other than Bankruptcy Avoidance Actions and any of the foregoing to the extent that they relate solely to the Excluded Assets or Retained Liabilities and any of the foregoing and to do all acts and things in relation to such Purchased Assets that Transferee shall deem desirable, for the purpose of fully vesting in Transferee all right, title and interest in and to such Purchased Assets. Such power of attorney is coupled with an interest and is irrevocable by such Transferor, by reason of such Transferor's dissolution or for any reason whatsoever.

Section 4. Disclaimer. OTHER THAN AS SET FORTH IN SECTION 4.7(B) OF THE PURCHASE AGREEMENT, TRANSFERORS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PURCHASED ASSETS OR THE SUITABILITY THEREOF FOR ANY PURPOSE. OTHER THAN AS SET FORTH IN SECTION 4.7(B) OF THE PURCHASE AGREEMENT, TRANSFERORS HEREBY EXPRESSLY DISCLAIM ANY WARRANTIES AS TO MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE PURCHASED ASSETS. TRANSFERORS HAVE EXECUTED THIS BILL OF SALE TO SELL, TRANSFER, ASSIGN, CONVEY AND DELIVER TO TRANSFEEE THE PURCHASED ASSETS ON A AS-IS BASIS AND WHEREVER LOCATED, WITH ALL FAULTS.

Section 5. Conflicts with Purchase Agreement. This Bill of Sale is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. In the event of any conflict between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

Section 6. Miscellaneous.

(a) Governing Law. The construction, interpretation and other matters arising out of or in connection with this Bill of Sale shall in all respects be governed by and construed (i) to the extent applicable, in accordance with the Bankruptcy Code and (ii) to the extent the Bankruptcy Code is not applicable, in accordance with the Laws of the State of New York, without giving effect to rules governing the conflicts of laws.

(b) Successors and Assigns; No Third Party Beneficiaries. This Bill of Sale is for the sole benefit of Transferors, Transferee and their respective successors and permitted assigns, and nothing express or implied in this Bill of Sale is intended or shall be construed to confer upon or give to any Person, other than Transferors, Transferee and their respective successors and assigns, any legal or equitable Claims of any nature whatsoever under or by reason of this Bill of Sale.

(c) Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. All signatures of the Parties may be transmitted by facsimile or electronic submission, and each such facsimile signature or electronic delivery signature (including a pdf signature) shall, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and shall be binding upon such Party.

IN WITNESS WHEREOF, the undersigned have caused this Omnibus Bill of Sale to be executed as of the date first written above.

GENERAL MOTORS CORPORATION

By: _____
Name: / _____ /
Title: / _____ /

SATURN LLC

By: _____
Name: / _____ /
Title: / _____ /

SATURN DISTRIBUTION CORPORATION

By: _____
Name: / _____ /
Title: / _____ /

CHEVROLET-SATURN OF HARLEM, INC.

By: _____
Name: / _____ /
Title: / _____ /

[NGMCO, INC.]

By: _____
Name: / _____ /
Title: / _____ /

**Amended and Restated Master Sale & Purchase Agreement
Exhibit Q**

Form of Assignment and Assumption Agreement

EXHIBIT Q

FORM OF OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of [_____] / _____ / 2009, is made by and among General Motors Corporation, a Delaware corporation ("Parent"), Saturn LLC, a Delaware limited liability company ("S LLC"), Saturn Distribution Corporation, a Delaware corporation ("S Distribution"), Chevrolet-Saturn of Harlem, Inc., a Delaware corporation ("Harlem"), and collectively with Parent, S, LLC and S Distribution, "Assignors", and each a "Assignor", and *[NGMCO, Inc.]*, a *[Delaware corporation]* ("Assignee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignors desire to transfer, assign and delegate to Assignee, and Assignee desires to accept and assume from Assignors, the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Assignment. Each Assignor hereby assigns, transfers and delegates all of the Assumed Liabilities (other than the Leased Real Property Contracts and the Intellectual Property, which are governed by separate conveyance agreements) to Assignee, and Assignee hereby assumes and agrees to pay or perform as and when due, or otherwise discharge, such Assumed Liabilities. Notwithstanding anything contained herein to the contrary, Assignors are not assigning, transferring or delegating to Assignee, and Assignee is not assuming or agreeing to pay, any Retained Liabilities.

Section 2. Further Assurances. Assignee shall execute any other documentation and take such other actions, at Assignors' sole cost and expense, as may be reasonably requested by Assignor to cause Assignee to accept and assume the Assumed Liabilities as contemplated by this Agreement.

Section 3. Conflicts with Purchase Agreement. This Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

Section 4. Miscellaneous.

(a) Governing Law. The construction, interpretation and other matters arising out of or in connection with this Agreement shall in all respects be governed by and construed (i) to the extent applicable, in accordance with the Bankruptcy Code and (ii) to the extent the Bankruptcy Code is not applicable, in accordance with the Laws of the State of New York, without giving effect to rules governing the conflicts of laws.

(b) Successors and Assigns; No Third Party Beneficiaries. This Agreement is for the sole benefit of Assignors, Assignee and their respective successors and permitted assigns, and nothing express or implied in this Agreement is intended or shall be construed to confer upon or give to any Person, other than Assignors, Assignee and their respective successors and assigns, any legal or equitable Claims of any nature whatsoever under or by reason of this Agreement.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. All signatures of Assignors may be transmitted by facsimile or electronic submission, and each such facsimile signature or electronic delivery signature (including a pdf signature) shall, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and shall be binding upon such Party.

[Remainder of the page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have caused this Omnibus Assignment and Assumption Agreement to be executed as of the date first written above.

GENERAL MOTORS CORPORATION

By: _____
Name: [_____] /
Title: [_____] /

SATURN LLC

By: _____
Name: [_____] /
Title: [_____] /

SATURN DISTRIBUTION CORPORATION

By: _____
Name: [_____] /
Title: [_____] /

CHEVROLET-SATURN OF HARLEM, INC.

By: _____
Name: [_____] /
Title: [_____] /

[NGMCO, INC.]

By: _____
Name: [_____] /
Title: [_____] /

R

**Amended and Restated Master Sale & Purchase Agreement
Exhibit R**

Form of Novation Agreement

EXHIBIT R

FORM OF NOVATION AGREEMENT

General Motors Corporation, a corporation organized under the laws of Delaware with its principal office at 300 Renaissance Center, Detroit, MI 48265, Saturn LLC, a limited liability company organized under the laws of Delaware with its principal office at [_____/], Saturn Distribution Corporation, a corporation organized under the laws of Delaware with its principal office at [_____/], and Chevrolet-Saturn of Harlem, Inc., a corporation organized under the laws of Delaware with its principal office at [_____/] (each, a "Transferor," and collectively, the "Transferors"); [NGMCO, Inc.], a [corporation] organized under the laws of Delaware with its principal office at [_____/] (the "Transferee"); and the United States of America (the "Government") enter into this Novation Agreement (this "Agreement") as of [_____/], 2009.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of [insert federal agencies], has entered into certain Contracts with the Transferors, as listed on Exhibit A, and incorporated in this Agreement by reference. The term "Contracts," as used in this Agreement, means the contracts listed on Exhibit A and any other contracts between any Transferor and [insert federal agencies] not listed on Exhibit A on which performance has been contemplated, but which are not closed out on the effective date of this Agreement, and all modifications to such contracts made between the Government and any Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or any Transferor has any remaining rights, duties or obligations under these contracts). Included in the term "Contracts" are also all modifications made on or after the effective date of this Agreement that are under the terms and conditions of those contracts listed on Exhibit A.

(2) As of [_____/], 2009, the Transferors have transferred to the Transferee assets of the Transferors by virtue of the Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009 (the "Purchase Agreement"), as evidenced by an Omnibus Bill of Sale and an Omnibus Assignment and Assumption Agreement executed in connection therewith, copies of which are attached as Exhibit B and Exhibit C, respectively.

(3) The Transferee has acquired all the assets of the Transferors involved in performing the Contracts by virtue of the above-referenced transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferors under the Contracts by virtue of the above-referenced transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Contracts novated to it.

(7) By letter, dated [_____/], 2009, the Transferors filed evidence of the above-referenced transfer with the Government, including one copy each, as applicable, of the documents listed in Federal Acquisition Regulation 42.1204(e)(2).

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT, BY THIS AGREEMENT ---

(1) The Transferors confirm the transfer to the Transferee, and waive, on behalf of the Transferors but not on behalf of the Transferee, any claims and rights against the Government that it now has or may have in the future in connection with the Contracts.

(2) The Transferee agrees to be bound by and to perform each of the Contracts in accordance with the conditions contained in such Contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferors under the Contracts novated to it as if the Transferee were the original party to the Contracts.

(3) The Transferee ratifies all previous actions taken by the Transferors with respect to the Contracts novated to it, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferors' successor in interest in and to the Contracts novated to it. The Transferee by this Agreement becomes entitled to all rights, title, and interests of the Transferors in and to the Contracts novated to it as if the Transferee were the original party to the Contracts. Following the effective date of this Agreement, the term "Contractor," as used in the Contracts, shall refer to the Transferee.

(5) The Exhibits to this Agreement are considered integral parts of this Agreement.

(6) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against any Transferor or of any Transferor or the Transferee against the Government.

(7) All payments and reimbursements previously made by the Government to any Transferor, and all other previous actions taken by the Government under the Contracts, shall be considered to have discharged those parts of the Government's obligations under the Contracts. All payments and reimbursements under a Contract made by the Government after the date of this Agreement in the name of or to any Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the respective Contract, to the extent of the amounts paid or reimbursed. Nothing herein shall be construed as a waiver of the right of the Transferee to pursue and prosecute claims previously asserted by any Transferor under a Contract novated to the Transferee, or the right of the Transferee to assert any pre-transfer claim that was not waived or released by any Transferor by operation of law (including the conduct of the parties), or mutually resolved by settlement or otherwise by any Transferor and the Government as evidenced by a written instrument executed prior to the effective date of this Agreement.

(8) Each Transferor and the Transferee agree that the Government is not obligated to pay or reimburse any of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contracts.

(9) Transferors jointly and severally guarantee payment of all liabilities and the performance of all obligations that the Transferee (i) assumes pursuant to and as of the effective date of this Agreement or (ii) may undertake in the future should the Contracts be modified under their terms and conditions;

provided, however, that such future modifications are within the current scope of work and current periods of performance, including any existing options that provide the Government with the unilateral right to extend the term of a Contract. The Transferors waive notice of, and consent to, any such future modifications that are guaranteed by the Transferors pursuant to this paragraph (9)(ii).

(10) This Agreement, including its attachments, will be appended to each Contract through a modification to such Contract, and the provisions of this Agreement will apply to each such Contract as necessary to implement this Agreement.

(11) The Contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first written above.

IN WITNESS WHEREOF, the undersigned have caused this Novation Agreement to be executed as of the date first written above.

GENERAL MOTORS CORPORATION

By: _____
Name: [_____] /
Title: [_____] /

SATURN LLC

By: _____
Name: [_____] /
Title: [_____] /

SATURN DISTRIBUTION CORPORATION

By: _____
Name: [_____] /
Title: [_____] /

CHEVROLET-SATURN OF HARLEM, INC.

By: _____
Name: [_____] /
Title: [_____] /

[NGMCO, INC.]

By: _____
Name: [_____] /
Title: [_____] /

UNITED STATES OF AMERICA

By: _____
Name: [_____] /
Title: [_____] /

CERTIFICATE

I, _____, certify that I am the _____ of General Motors Corporation; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this ___ day of _____, 2009.

By: _____

Name: _____

Title: _____

CERTIFICATE

I, _____, certify that I am the _____ of Saturn LLC; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this ____ day of _____, 2009.

By: _____

Name: _____

Title: _____

CERTIFICATE

I, _____, certify that I am the _____ of Saturn Distribution Corporation; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this ___ day of _____, 2009.

By: _____

Name: _____

Title: _____

CERTIFICATE

I, _____, certify that I am the _____ of Chevrolet-Saturn of Harlem, Inc.; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this ___ day of _____, 2009.

By: _____

Name: _____

Title: _____

Exhibit A
Assigned Contracts

[forthcoming]

Exhibit B
Omnibus Bill of Sale

[attached]

Exhibit C
Omnibus Assignment and Assumption Agreement

[attached]

**Amended and Restated Master Sale & Purchase Agreement
Exhibit S**

Form of Government Related Subcontract Agreement

EXHIBIT S

FORM OF GOVERNMENT RELATED SUBCONTRACT AGREEMENT¹

This SUBCONTRACT AGREEMENT (this "Subcontract"), dated [_____] / _____, 2009, is made by and between General Motors Corporation, a Delaware corporation ("Prime Contractor"), and [NGMCO, Inc.], a Delaware [corporation] ("Subcontractor," and together with the Prime Contractor, the "Parties").

WHEREAS, Prime Contractor and Subcontractor have entered into an Amended and Restated Master Sale and Purchaser Agreement, dated as of June 26, 2009 (the "Purchase Agreement"), whereby Subcontractor has purchased the Government Prime Contracts (as defined in the Purchase Agreement) and the assets used by Prime Contractor to perform the Government Prime Contracts;

WHEREAS, Prime Contractor has entered into certain contracts with the United States Government (the "Government") and currently has pending certain contract proposals that it has submitted to the Government;

WHEREAS, Subcontractor will be notifying the Government of assignment of submitting requests (the "Novation Requests") to the Government to novate the Government Prime Contracts (each such Government Prime Contract requiring a Novation Request is referred to herein as a "Novation Contract," and collectively, the "Novation Contracts");

WHEREAS, the Government may wish to modify or extend any of the Novation Contracts, or issue new task orders or deliver orders under any such Novation Contract, in order to add additional work to such Novation Contract ("Additional Work"); and

WHEREAS, the Parties desire to arrange for the continued performance of the Novation Contracts in accordance with all of their respective requirements and terms until such time as the Government consents to the Novation Request.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein, the Parties agree as follows:

ARTICLE I SCOPE OF WORK

Section 1.1 *Incorporation of Government Prime Contracts: Definitions.* The Novation Contracts are incorporated by reference herein. To give effect to the provisions contained in this Subcontract, with respect to the Government Prime Contracts once made a part of this Subcontract, any reference to the "Government" or the "Contracting Officer" shall mean Prime Contractor, unless such reference by its terms is applicable only to the Government.

¹ Subject to confirmation and agreement by Purchaser and Sellers that in light of the nature of this Office Lease, the terms and pricing contained herein represent Arms-Length Basis provisions.

Section 1.2 *Prime Contractor Responsibility.* Prime Contractor shall retain its legal obligations as a prime contractor in accordance with the Novation Contracts. Prime Contractor shall provide assistance as reasonably necessary (excluding legal, cost and pricing support) for Subcontractor to perform under the Novation Contracts, upon written request, and at the cost and expense, of Subcontractor. Prime Contractor agrees to forward to Subcontractor any and all orders or requests for work issued by the Government after the Closing Date.

Section 1.3 *Subcontractor Responsibility.* Subcontractor shall diligently perform all requirements, and furnish to the Government all services and materials necessary to complete performance of the obligations, of each Novation Contract in accordance with the terms and conditions thereof. Without limiting the foregoing, unless Prime Contractor indicates otherwise by notice to Subcontractor or applicable law requires otherwise, Subcontractor shall be considered Prime Contractor's agent for purposes of: (a) collecting all amounts that may be due from the other party or parties to each Novation Contract and that relate to the period of subcontract performance hereunder with respect to such Novation Contract; and (b) negotiating or otherwise handling all disputes and issues that may arise in connection with each Novation Contract and that relate to the period of subcontract performance hereunder with respect to such Novation Contract. Subcontractor shall as promptly as practicable after entering into this Agreement, engage legal counsel and consultants well versed in U.S. government contract law and regulations to supplement the personnel within the Business (as defined in the Purchase Agreement) in the performance of these Novation Contracts.

ARTICLE II RELATIONSHIP OF PARTIES

Section 2.1 *Cooperation.* Both Parties shall fully cooperate with each other to ensure that all requirements of the Novation Contracts and Additional Work, if applicable, are satisfied and that the transition of performance occurs without disruption or inconvenience to the Government.

Section 2.2 *Communications with Government.* Subcontractor shall, in the first instance, be responsible for communications with the Government regarding the Novation Contracts. Subcontractor shall promptly inform Prime Contractor of the substance of any such communications that are material. Prime Contractor will include Subcontractor (or update Subcontractor) with respect to any material communications with the Government regarding the Novation Contracts. Prime Contractor shall forward any written communications from the Government referring to or relating to the Novation Contracts to Subcontractor to be received not more than five (5) Business Days from receipt by Prime Contractor.

Section 2.3 *Disclosure.* The Parties hereby agree that the contents of this Subcontract may be made known to the Government.

Section 2.4 *Award of Additional Work.* While it may be necessary to seek extensions in delivery schedule or other routine modifications, it is not the intent of either party to expand the Novated Contracts to take on Additional Work beyond that which is within the scope of the subject contract. Within this parameter, if at any time prior to the expiration, termination, assignment, or novation of a Novation Contract, Subcontractor requests Prime Contractor (a) to

seek an extension or modification of the Novation Contract and/or (b) to submit a proposal or compete for a new task order or delivery order under the Novation Contract, Prime Contractor shall make reasonable efforts (y) to request and obtain such an extension or modification, and/or (z) to obtain award of additional work, such as a task order or delivery order. Prime Contractor's obligation under the immediately preceding sentence is subject to the Parties' express understanding that Subcontractor shall, in the first instance, be responsible for the preparation of any request for extension or modification and of any task order or delivery order proposal and for the conduct of discussions or negotiations with the Government with respect to such request or proposal. Subcontractor shall reimburse Prime Contractor for all out-of-pocket expenses and pay to Prime Contractor reasonable labor and expenses incurred by Prime Contractor in connection with its efforts to request and obtain such Additional Work (including, without limitation, reasonable attorney's fees).

Section 2.5 *Authorization.*

(a) Prime Contractor hereby appoints and authorizes Subcontractor, its employees and designees, as its exclusive agent for the purpose of submitting proper invoices in Prime Contractor's name to the Government seeking any and all payments under the Novation Contracts.

(b) Prime Contractor specifically authorizes Subcontractor to submit proper invoices to the Government consistent with the pricing and other requirements set forth in the Novation Contracts. Prime Contractor shall pass on to Subcontractor, without any withholding or setoff, via wire transfer within five (5) Business Days any amounts paid by, and received from, the Government for performance by Subcontractor of its obligations under the Novation Contracts as incorporated herein.

(c) In the absence of Subcontractor's failure to perform its duties or responsibilities under this **Article II**, Prime Contractor agrees to refrain from undertaking any actions which Subcontractor is authorized to undertake by this **Article II** unless requested to do so by Subcontractor. Prime Contractor also agrees to refrain from retaining another agent to perform any of the actions covered in this **Article II**, thereby making Subcontractor its exclusive agent for the purposes set forth herein.

(d) Subcontractor shall maintain true and correct books and records pertaining to such invoiced amounts and, upon reasonable notice, shall permit an independent entity hired by Prime Contractor, at Prime Contractor's own expense, to audit sufficiently such books and records to verify the accuracy and appropriateness of all charges.

(e) For purposes of allowing Subcontractor to fulfill its obligations under this Subcontract, Prime Contractor hereby delegates authority to [*Subcontractor appointees*], or their immediate subordinates, to enter into, execute, process and deliver for, or in the name of or on behalf of, Prime Contractor, any proper invoices, task/delivery orders and modifications, amendments or extensions thereto that may arise in the ordinary course relating to the Novation Contracts, as well as task or delivery order proposals in connection with any of the Novation Contracts (the "Contract Documents"); provided that the foregoing authority shall not permit Subcontractor or its employees to issue

checks, drafts, or other orders on the funds of Prime Contractor. Copies of all Contract Documents executed by Subcontractor pursuant to this provision shall be provided to Prime Contractor no later than three (3) Business Days after being executed. Any Contract Documents requiring signatures of both the Government and the Prime Contractor shall be ratified by a counter-signature by Prime Contractor and returned to Subcontractor within three (3) Business Days of receipt by Prime Contractor. Notwithstanding the foregoing, prior to executing any document pursuant to this provision that has a projected monetary value exceeding \$100,000,000, Subcontractor shall notify Prime Contractor in writing to insure that Prime Contractor is apprised of significant engagements executed by Subcontractor on behalf of Prime Contractor.

(f) Nothing in this **Article II** is intended or shall be construed to transfer any rights to any Government Prime Contract or usurp, violate or otherwise negate the requirements of the Anti-Assignment Act, 41 U.S.C. § 15(a) or the Assignment of Claims Act, 31 U.S.C. § 3727(a)(1)(b) (the "Acts"). In the event of any claim by any agency of the United States of a violation of any of the provisions of either of the Acts as a result of this **Article II**, Prime Contractor shall assist Subcontractor as is reasonably necessary to correct such claimed violations and seek the Government's ratification of any Contract Document claimed to be an unlawful assignment under the Acts.

ARTICLE III ASSIGNMENT, TERM AND TERMINATION

Section 3.1 *Assignment of Novation Contract.* Once a contract novation is obtained, (i) such Novation Contract will be deemed to have automatically transferred and assigned to Subcontractor on the terms set forth in the Purchase Agreement, (ii) the obligations arising out of the use, performance, ownership or operation of such Novation Contract after the Closing will be deemed to be Assumed Liabilities under the Purchase Agreement, and (iii) the rights pursuant to such Novation Contract will be deemed to be a Purchased Asset under the Purchase Agreement.

Section 3.2 *Term.* The term of this Subcontract shall be from the Closing Date until the earlier of (x) such time as all of the Novation Contracts, including any extensions or options thereto exercised by the Government, are novated as set forth immediately above, completed or terminated or (y) such time this Subcontract is terminated upon mutual agreement by the Parties as evidenced in writing. With respect to each Novation Contract, the responsibilities of the Parties hereunder shall begin upon the Closing Date for each Novation Contract then in effect and shall cease upon the earlier of: (i) contract novation of such Novation Contract as set forth immediately above; (ii) completion or termination of such Novation Contract, including any renewals or options thereto exercised by the Government; (iii) receipt of a written determination by the Government that the Novation Contract may not be subcontracted to the Subcontractor; or (iv) termination of this Subcontract.

Section 3.3 *Termination.* In the event that any one of the Novation Contracts is terminated in whole or in part by the Government prior to contract novation and prior to expiration of the term of this Subcontract, the rights of the Parties concerning the termination shall be governed by the provisions of the applicable termination clause (such as the termination for convenience provisions or the termination for default provisions, as applicable) set forth in

such Novation Contract, except that Subcontractor's rights under such clause shall relate only to the period of subcontract performance hereunder for such Novation Contract. Prime Contractor may terminate Subcontractor's work under any Novation Contract if, and only if, such Novation Contract is terminated by the Government.

Section 3.4 *Government Proposals.* The terms of this Subcontract shall also apply to any Government Prime Contract awarded to Prime Contractor as a result of a pending bid or proposal that pertain exclusively to the Business and that by its terms requires novation (an "Awarded Contract"). The effective date of this Subcontract with respect to each such Awarded Contract shall be the date on which such Awarded Contract is awarded to Prime Contractor. For purposes of this Subcontract, the Parties' rights, duties and obligations with respect to each such Awarded Contract are the same as set forth in this Subcontract for Novation Contracts.

ARTICLE IV INDEMNITY AND COMPLIANCE WITH APPLICABLE LAWS

Section 4.1 *Subcontractor Indemnification.* Prime Contractor shall indemnify, defend and hold harmless Subcontractor and its Affiliates and directors, officers, managers, employees and agents (the "Prime Contractor Indemnified Parties") from, against and in respect of any and all claims, causes of action, losses, grievances, damages, penalties, fines, amounts paid in settlement, costs and expenses (including, reasonable attorney's fees and disbursements) (the "Losses") incurred by the Prime Contractor Indemnified Parties, or any of them, as a result of (i) a breach of this Subcontract by Prime Contractor or any of its Affiliates, and/or (ii) the performance by Prime Contractor under this Subcontract, except to the extent such Losses result from the gross negligence or willful misconduct of, or a breach of this Subcontract by, Subcontractor.

Section 4.2 *Prime Contractor Indemnification.* Subcontractor shall indemnify, defend and hold harmless the Prime Contractor and its respective Affiliates and directors, officers, managers, employees and agents (the "Subcontractor Indemnified Parties") from, against and in respect of any and all Losses incurred by the Subcontractor Indemnified Parties, or any of them, as a result of (i) a breach of this Subcontract by Subcontractor or any of its Affiliates, and/or (ii) the performance by Subcontractor under this Subcontract, except to the extent such Losses result from the gross negligence or willful misconduct of, or a breach of this Subcontract by, Prime Contractor.

Section 4.3 *Compliance with Applicable Laws.* Prime Contractor agrees to indemnify and defend Subcontractor from any allegation of violation or actual violation of any Government Prime Contract or legal requirement imposed by a Government Prime Contract caused by the actions of Prime Contractor, Prime Contractor's employees, consultants or subcontractors of any Government Prime Contract arising out of Prime Contractor's performance or failure to perform with respect to any of its obligations under this Subcontract or any of the Novation Contracts subsequent to the date of this Subcontract. Subcontractor agrees to indemnify and defend Prime Contractor from (i) any allegation of violation or actual violation of law by Subcontractor or its employees, consultants or subcontractors arising out of Subcontractor's performance or failure to perform with respect to any of its obligations under this Subcontract or any of the Novation Contracts subsequent to the date of this Subcontract; or (ii) any violation or alleged violation of

any legal requirement imposed by, or relating to, a Novation Contract. This provision shall survive the expiration or termination of this Subcontract.

Section 4.4 *Legal Requirements.* The Parties agree to take necessary precautions to assure compliance with all legal requirements pertaining to the Novation Contracts.

ARTICLE V CONFIDENTIALITY

Section 5.1 *Confidentiality.* Each Party shall not, and shall cause its Affiliates, officers, directors, employees, representatives, agents and advisors, including attorneys, accountants, consultants, bankers and financial advisors (“Representatives”) not to, disclose any information relating to the business of the other Party disclosed to it or its Representatives after the date of this Subcontract by reason of this Subcontract (“Confidential Information”), whenever furnished and regardless of the manner furnished, using efforts which are equivalent to those that the receiving Party uses to protect its own information of a similar nature; provided, however, that Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of disclosure directly or indirectly by the Party receiving such information or any of its Representatives, (ii) was independently acquired or developed by the Party receiving such information without violating any of its obligations hereunder, or (iii) is or becomes available to the receiving Party on a non-confidential basis from a person (other than the disclosing Party or its Representatives) who, to the receiving Party’s actual knowledge, is not and was not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from transmitting the information to the receiving Party. Notwithstanding the foregoing, a Party may make such disclosure necessary to avoid committing a violation of Law or of any rule or regulation of any domestic or foreign securities association, stock exchange or national securities quotation system on which such Party’s securities are listed or traded.

Section 5.2 *Survival.* The provisions of this **Article V** shall survive any expiration or termination of this Subcontract. Each Party shall use commercially reasonable efforts not to, and shall cause each of their Affiliates and each of their respective Representatives, successors and permitted assigns to use commercially reasonable efforts not to, attempt at any time to access any data, information or system of the other Party except as required to provide or receive services, as the case may be.

ARTICLE VI DISPUTES

Section 6.1 *Resolution of Disputes.* For the purposes of this Subcontract, the terms “claim,” “certification” or “certify,” and “dispute” shall have the meaning of the same terms as used in the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613), FAR Subpart 33.2, and FAR 52.233-1, “Disputes (DEC 1991).” All disputes arising under or relating to this Subcontract shall be resolved under this **Article VI**.

Section 6.2 *Procedure.* Subject to **Section 1.3**, with respect to any claim made by Subcontractor for which the Government is or may be liable, Subcontractor agrees that it will

prepare its claim and will present it to Prime Contractor for submission to the Government under the Contract Disputes Act. Prime Contractor agrees to submit any such claim to the Government, at the expense of Subcontractor and subject to Prime Contractor's determination, in its reasonable discretion, as to the merit of such claim. Prime Contractor shall promptly pay to Subcontractor any amount determined on appeal under the applicable Prime Contract, to the extent such payment relates to the period of Subcontract performance by Subcontractor; provided that such payment by the Prime Contractor is limited to the payment of amounts received from the Government in the dispute, as and when received from the Government. Subcontractor shall have the sole authority to direct the prosecution of the claim. In the event of a denial of a claim by the Contracting Officer, Prime Contractor shall, at the direction and expense of Subcontractor, either appeal or file suit pursuant to the Contract Disputes Act and implementing regulations, or permit Subcontractor to proceed in Prime Contractor's name. The Parties will be bound by the results of that process.

Section 6.3 *Procedure.* With respect to any dispute between the Parties arising from or related to the Subcontract, for which the Government is not liable, the Parties shall attempt to reach an amicable resolution of the dispute. If the Parties are unable to resolve amicably such a dispute within a reasonable time, the dispute shall be adjudicated in any state court sitting in New York City or any federal court sitting in the Southern District of New York in accordance with **Section 7.10**, applying the laws of the State of Michigan in accordance with **Section 7.9**.

Section 6.4 *Continuation of Performance.* The Parties shall proceed diligently with performance of this Subcontract, pending final resolution of any request for relief, claim, appeal, dispute or action arising under or in connection with this Subcontract.

ARTICLE VII MISCELLANEOUS

Section 7.1 *Notices.* Any notice, request, instruction or other document to be given hereunder shall be sent in writing and delivered personally, sent by reputable, overnight courier service (charges prepaid), sent by registered or certified mail, postage prepaid, or by facsimile, according to the instructions set forth below. Such notices shall be deemed given: at the time delivered by hand, if personally delivered; one Business Day after being sent, if sent by reputable, overnight courier service; at the time received, if sent by registered or certified mail; and at the time when confirmation of successful transmission is received by the sending facsimile machine, if sent by facsimile.

If to GM:

General Motors Corporation
300 Renaissance Center
Tower 300, 25th Floor, Room D55
M/C 482-C25-D81
Detroit, Michigan 48265-3000
Attn: General Counsel
Tel.: 313-667-3450
Facsimile: 248-267-4584

With a copy (which shall not constitute notice) to:

Jenner & Block LLP
330 North Wabash Avenue
Chicago, Illinois 60611-7603
Attn: Joseph P. Gromacki
Michael T. Wolf
Tel.: 312-222-9350
Facsimile: 312-527-0484

If to the Subcontractor:

[NGMCO, Inc.]
c/o The United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington D.C. 20220
Attn: Chief Counsel Office of Financial Stability
Facsimile: 202-927-9225

With a copy (which shall not constitute notice) to:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attn: John J. Rapisardi
R. Ronald Hopkinson
Tel.: 212-504-6000
Facsimile: 212-504-6666

or to such other address or to the attention of such other Party that the recipient Party has specified by prior written notice to the sending Party in accordance with the preceding.

Section 7.2 *Expenses; No Offset.* Except as expressly provided in this Subcontract, each of the Parties shall bear its own costs and expenses (including legal, accounting and investment banking fees and expenses) incurred in connection with this Subcontract and the transactions contemplated hereby, whether or not such transactions are consummated. Neither Party may make any offset against amounts due to the other Party or any of the other Party's Affiliates pursuant to this Subcontract or otherwise.

Section 7.3 *Assignment; Successors and Assigns.* Neither this Subcontract nor any of the rights, interests or obligations provided by this Subcontract may be assigned by either Party (whether by operation of Law or otherwise) without the prior written consent of the other Party; provided, however, that either Party may assign its rights under this Subcontract to a Subsidiary. Subject to the preceding sentence and except as otherwise expressly provided herein, this Subcontract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 7.4 *Amendment; Waiver.* This Subcontract may be amended only by a written instrument executed and delivered by Prime Contractor and Subcontractor. At any time prior to the termination of this Subcontract, the Parties may waive compliance with any provision of this Subcontract. No agreement waiving any provision of this Subcontract shall be valid or binding unless it is in writing and is executed and delivered by or on behalf of the Party against which it is sought to be enforced.

Section 7.5 *Severability.* Whenever possible, each provision of this Subcontract shall be interpreted in such manner as to be effective and valid under Law, but if any provision of this Subcontract is held to be prohibited by or invalid under Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Subcontract.

Section 7.6 *Counterparts.* This Subcontract may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Subcontract.

Section 7.7 *Descriptive Headings.* The descriptive headings of this Subcontract are inserted for convenience only and shall not constitute a part of this Subcontract.

Section 7.8 *No Third-Party Beneficiaries.* This Subcontract does not confer any rights or remedies upon any Person or entity, other than the Parties hereto and their respective successors and permitted assigns.

Section 7.9 *Governing Law.* THE LAWS OF THE STATE OF MICHIGAN, WITHOUT GIVING EFFECT TO ANY LAW OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF MICHIGAN TO BE APPLIED, GOVERN ALL MATTERS ARISING OUT OF OR RELATING TO THIS SUBCONTRACT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

Section 7.10 *Forum Selection; Consent to Service of Process; Waiver of Jury Trial.* Each Party hereby irrevocably (i) submits to the exclusive jurisdiction of any state court sitting in New York City or any federal court sitting in the Southern District of New York in any Action arising out of or relating to this Subcontract, (ii) agrees that all claims in respect of such Action may be heard and determined only in any such court, (iii) hereby waives any claim of inconvenient forum or other challenge to venue in such court, and (iv) agrees not to bring any Action arising out of or relating to this Subcontract in any other court. The Subcontractor irrevocably designates, appoints and empowers [*Subcontractor Designee*], with offices on the date hereof in New York, as its agent with respect to any Action in New York, to receive on its behalf and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such Action, and agrees that the failure of the agent to notify the Subcontractor of any such service of process shall not impair or affect the validity of service. The Subcontractor further irrevocably consents to the service of process out of any of the courts listed in this **Section 7.10** by the mailing of copies by registered or certified mail, postage prepaid, to the Subcontractor at its address set forth in **Section 7.1**, such service to become effective thirty (30) days after such mailing. If for any reason [*Subcontractor*

Designee] shall cease to be available to act as agent, the Subcontractor agrees to designate within ten (10) Business Days a new agent in New York on the same terms and for the same purposes. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS INDEMNIFIED PARTIES TO IRREVOCABLY WAIVE, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS SUBCONTRACT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

Section 7.11 *Entire Agreement.* This Subcontract and the Purchase Agreement collectively constitute the entire agreement among the Parties and supersede any prior and contemporaneous understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof.

Section 7.12 *Assurances and Future Cooperation.* The Parties agree, at any time and from time to time, at the requesting Party's expense, to execute, acknowledge where appropriate, and deliver such further instruments and documents and to take such other action as either Party may reasonably request in order to carry out the intent and purpose of this Subcontract.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed and delivered on the date set forth above

GENERAL MOTORS CORPORATION

By: _____

Name:

Title:

[NGMCO, INC.]

By: _____

Name:

Title:

**Amended and Restated Master Sale & Purchase Agreement
Exhibit T**

Form of Intellectual Property Assignment Agreement

EXHIBIT T

FORM OF OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of [_____] / _____ /, 2009, is made by and among General Motors Corporation, a Delaware corporation ("Parent"), S LLC, a Delaware limited liability company ("S LLC"), Saturn Distribution Corporation, a Delaware corporation ("S Distribution"), and Chevrolet-Saturn of Harlem, Inc. ("Harlem," and together with Parent, S LLC and S Distribution, each an "Assignor," and collectively, "Assignors"), and [NGMCO, Inc.], a Delaware [corporation] ("Assignee"). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignors desire to sell, transfer, assign, convey and deliver to Assignee, and Assignee desires to purchase, accept and acquire from Assignors all of Assignors' right, title and interest in and to all Intellectual Property and all rights and benefits associated with the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Assignment. Assignors hereby sell, transfer, assign, convey and deliver to Assignee all right, title and interest that Assignors possess in and to all (a) Intellectual Property, whether owned, licensed or otherwise held, and whether or not registrable (including any Trademarks and other Intellectual Property for the Discontinued Brands), and (b) all rights and benefits associated with the foregoing, including all rights to sue or recover for past, present and future infringement, misappropriation, dilution, unauthorized use or other impairment or violation of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing (the "Assigned Intellectual Property"). The Assigned Intellectual Property shall include all (a) Patents set forth on Exhibit A, (b) Trademarks set forth on Exhibit B and (c) Copyrights set forth on Exhibit C.

Section 2. Further Assurances. Assignors shall execute any other documentation and take such other actions, at Assignee's sole cost and expense, as may be reasonably requested by Assignee to enable Assignee to perfect and sustain its rights in and to the Assigned Intellectual Property.

Section 3. Power of Attorney. Each Assignor irrevocably constitutes and appoints Assignee the true and lawful attorney of such Assignor with full power of substitution and gives and grants unto Assignee full power and authority in the name and stead of such Assignor, but on behalf and for the benefit of Assignee, at any time and from time to time, to demand, sue for,

recover and receive any and all Claims of every kind and description whatsoever incident or relating to the Assigned Intellectual Property and to do all acts and things in relation to the Assigned Intellectual Property that Assignee shall deem desirable, for the purpose of fully vesting in Assignee all right, title and interest in and to the Assigned Intellectual Property. Such power of attorney is coupled with an interest and is irrevocable by such Assignor, by reason of such Assignor's dissolution or for any reason whatsoever.

Section 4. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNORS DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN CONNECTION WITH OR WITH RESPECT TO ANY OF THE ASSIGNED INTELLECTUAL PROPERTY OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, INCLUDING ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT. ALL OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNORS ARE ASSIGNING THE ASSIGNED INTELLECTUAL PROPERTY TO ASSIGNEE ON AN "AS-IS, WHERE-IS" BASIS.

Section 5. Conflicts with Purchase Agreement. This Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including the representations, warranties, covenants and agreements set forth in the Purchase Agreement), all of which are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

Section 6. Miscellaneous.

(a) Governing Law. The construction, interpretation and other matters arising out of or in connection with this Agreement shall in all respects be governed by and construed (i) to the extent applicable, in accordance with the Bankruptcy Code and (ii) to the extent the Bankruptcy Code is not applicable, in accordance with the Laws of the State of New York, without giving effect to rules governing the conflicts of laws.

(b) Successors and Assigns; No Third Party Beneficiaries. This Agreement is for the sole benefit of Assignors, Assignee and their respective successors and permitted assigns, and nothing express or implied in this Agreement is intended or shall be construed to confer upon or give to any Person, other than Assignors, Assignee and their respective successors and permitted assigns, any legal or equitable Claims of any nature whatsoever under or by reason of this Agreement.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. All signatures of Assignors and Assignee may be transmitted by facsimile or electronic submission, and each such facsimile signature or electronic

delivery signature (including a pdf signature) shall, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and shall be binding upon such Party.

[Remainder of the page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have caused this Omnibus Intellectual Property Assignment Agreement to be duly executed the day and year first written above.

ASSIGNORS:

GENERAL MOTORS CORPORATION

By: _____
Name: / _____ /
Title: / _____ /

S LLC

By: _____
Name: / _____ /
Title: / _____ /

S DISTRIBUTION CORPORATION

By: _____
Name: / _____ /
Title: / _____ /

CHEVROLET-SATURN OF HARLEM, INC.

By: _____
Name: / _____ /
Title: / _____ /

ASSIGNEE:

[NGMCO, INC.]

By: _____
Name: / _____ /
Title: / _____ /

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2009, by _____, the _____ of General Motors Corporation, a Delaware corporation.

Notary Public

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2009, by _____, the _____ of Saturn LLC, a Delaware limited liability company.

Notary Public

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2009, by _____, the _____ of Saturn Distribution Corporation, a Delaware corporation.

Notary Public

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2009, by _____, the _____ of Chevrolet-Saturn of Harlem, Inc., a Delaware corporation.

Notary Public

Exhibit A

Patents

[to be provided by Parent]

Exhibit B

Trademarks

[to be provided by Parent]

Exhibit C

Copyrights

[to be provided by Parent]

**Amended and Restated Master Sale & Purchase Agreement
Exhibit U**

Form of Transition Services Agreement

EXHIBIT U

FORM OF TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "Agreement"), dated as of [_____] /, 2009 (the "Effective Date"), is made by and among General Motors Corporation, a Delaware corporation ("Parent"), Saturn LLC, a Delaware limited liability company ("S LLC"), Saturn Distribution Corporation, a Delaware corporation ("S Distribution"), Chevrolet-Saturn of Harlem, Inc., a Delaware corporation ("Harlem"), and collectively with Parent, S LLC and S Distribution, "Sellers", and each a "Seller", and [NGMCO, Inc.], a Delaware [corporation] ("Purchaser").

WHEREAS, pursuant to the Master Sale and Purchase Agreement, dated as of June 1, 2009 and amended and restated as of June 26, 2009 (the "Purchase Agreement"), by and among Sellers and Purchaser, Purchaser is, among other things, acquiring the Purchased Assets and assuming the Assumed Liabilities on the terms and subject to the conditions set forth in the Purchase Agreement.

WHEREAS, Sellers require certain transition services from Purchaser and Purchaser is willing to provide such transition services on the terms and subject to the conditions contained herein.

WHEREAS, Purchaser requires certain transition services from Sellers and Sellers are willing to provide such transition services on the terms and subject to the conditions contained herein.

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

ARTICLE 1 INTERPRETATION; DEFINITIONS

Section 1.1 Definitions. All capitalized terms used but not defined in this Agreement shall have the same meanings as are given to such terms in the Purchase Agreement. As used in this Agreement, the following terms have the meanings set forth below or in the sections set forth below:

"Additional Purchaser Services" has the meaning set forth in **Section 2.5(a)**.

"Additional Seller Services" has the meaning set forth in **Section 2.5(b)**.

"Agreement" has the meaning set forth in the Preamble to this Agreement.

"Defaulting Party" has the meaning set forth in **Section 4.3**.

"Disputed Amount" has the meaning set forth in **Section 2.9**.

“Disputing Party” has the meaning set forth in **Section 2.9**.

“Early Termination Consequences” has the meaning set forth in **Section 4.2**.

“Effective Date” has the meaning set forth in the Preamble to this Agreement.

“Force Majeure Event” has the meaning set forth in **Section 2.7**.

“Harlem” has the meaning set forth in the Preamble to this Agreement.

“Incremental Exit Costs” means the additional direct costs and expenses resulting from early termination of a Transition Service as compared to the costs and expenses that would have been incurred if the Transition Service were performed through the scheduled expiration date.

“Invoicing Party” has the meaning set forth in **Section 2.9**.

“Libor-Plus Rate” means, on any date, an interest rate equal to the sum of (i) the average (rounded to the nearest 1/16th of one-percent) of the London Interbank Offered Rates for three-month United States dollar denominated deposits, as published in the Wall Street Journal on such date and (ii) 500 basis points, but in no event greater than the maximum rate then permitted under applicable law.

“Neutral Arbitrator” has the meaning set forth in **Section 2.9**.

“Parent” has the meaning set forth in the Preamble to this Agreement.

“Parties” means Sellers and Purchaser together, and “Party” shall mean any Seller or Purchaser, individually, as the case may be.

“Purchase Agreement” has the meaning set forth in the Recitals to this Agreement.

“Purchaser” has the meaning set forth in the Preamble to this Agreement.

“Purchaser Service Providers” has the meaning set forth in **Section 2.1(a)**.

“Purchaser Transition Services” has the meaning set forth in **Section 2.1(a)**.

“Receiving Party” means the Party or its Subsidiaries receiving Transition Services.

“Regular Shut Down Periods” has the meaning set forth in **Section 2.6**.

“S Distribution” has the meaning set forth in the Preamble to this Agreement.

“S LLC” has the meaning set forth in the Preamble to this Agreement.

“Seller” and “Sellers” each have the meaning set forth in the Preamble to this Agreement.

“Seller Service Providers” has the meaning set forth in **Section 2.1(b)**.

“Seller Transition Services” has the meaning set forth in **Section 2.1(b)**.

“Service Provider” means the Party or its Subsidiaries responsible for providing Transition Services.

“Termination Date” has the meaning set forth in **Section 4.1**.

“Termination Notice” has the meaning set forth in **Section 4.2**.

“Third Party Service Provider” means any Unaffiliated Third Party that a Service Provider has designated as a direct or indirect provider or supporter of Transition Services.

“Transition Services” means the Seller Transition Services or Purchaser Transition Services, as the case may be.

“Unaffiliated Third Party” means, with respect to Purchaser, any Person other than Purchaser and its Subsidiaries, and with respect to Sellers, any Person other than Sellers and their Subsidiaries.

Section 1.2 Interpretation. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole (including any Schedules hereto) and not to any particular provision of this Agreement, and all Article, Section and Schedule references are to this Agreement unless otherwise specified. The words “include,” “includes” and “including” are deemed to be followed by the phrase “without limitation.” The meanings given to terms defined herein are equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. Except as otherwise expressly provided herein, all references to “dollars” or “\$” are deemed references to the lawful money of the United States of America. Each Party hereto has participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and consequently this Agreement shall be interpreted without reference to any rule or precept of law to the effect that any ambiguity in a document be construed against the drafter.

ARTICLE 2 TRANSITION SERVICES

Section 2.1 Provision of Transition Services.

(a) On the terms and conditions of this Agreement, Purchaser and its Subsidiaries (the “Purchaser Service Providers”) shall provide or cause a Third Party Service Provider to provide to Sellers and their Subsidiaries each of the transition services and support functions set forth on Schedule A, as reasonably required by Sellers in connection with (i) the liquidation of Sellers under the provisions of the Bankruptcy Code and (ii) the operation of Sellers in bankruptcy prior to liquidation (collectively, the “Purchaser Transition Services”). However, the Purchaser Service Providers will have no obligation to provide to any Receiving Party any type of service described on Schedule B.

(b) On the terms and conditions of this Agreement, Sellers and their Subsidiaries (the “Seller Service Providers”) shall provide or cause a Third Party Service Provider to provide to Purchaser and its Subsidiaries each of the transition services and support functions set forth on Schedule C (collectively, the “Seller Transition Services”). However, the Seller Service Providers will have no obligation to provide to any Receiving Party any type of service described on Schedule D.

(c) Each Service Provider shall, in rendering Transition Services, use reasonable and ordinary care, skill and diligence (and, to the extent such services had been provided by the Service Provider for its own account or for any of its Subsidiaries before the Closing, in a manner consistent with such historic practice), including with respect to nature, quality and timeliness, and in accordance with any applicable specifications and limitations set forth on Schedule A or Schedule C (the foregoing performance standard, collectively, the “Performance Standard”); provided that with respect to Transition Services that a Service Provider renders for (or obtains from a third party for) its own or its Subsidiaries’ operations, a Service Provider shall not be obligated to render such Transition Service in a manner more favorable to the Recipient than the manner in which such Services are performed or obtained by such Service Provider for its own account. With respect to any Transition Service provided by a Third Party Service Provider, the Service Providers shall use commercially reasonable efforts to cause such Third Party Service Provider to provide such Transition Services in accordance with the terms of this Agreement and the applicable service agreement obligating such Third Party Service Provider.

Section 2.2 Modification of Transition Services. A Service Provider may make changes from time to time in the manner of performing Transition Services as long as (i) the Service Provider is making similar changes in performing or receiving similar services for itself or its Subsidiaries, (ii) the Service Provider uses commercially reasonable efforts to provide the Receiving Party reasonable advance written notice and (iii) such changes do not have a materially adverse impact on the nature, quality, availability and timeliness of the applicable Transition Services.

Section 2.3 Compliance with Law. Notwithstanding anything herein to the contrary, the Service Providers shall not be responsible for providing any Transition Service, or part thereof, if and to the extent such Transition Service would violate applicable Law; provided that, upon the request and at the expense of the Receiving Party, the Services Providers will use commercially reasonable efforts to modify the applicable Transition Service so that such Transition Service may be provided in compliance with applicable Law. No Service Provider shall have any responsibility or liability for failure to provide any, or part of any, Transition Service unable to be provided as contemplated by this **Section 2.3**.

Section 2.4 Third Party Consents and Providers.

(a) Following the Effective Date, the Service Providers may be required to obtain third-party consents and approvals to provide certain Transition Services. The Service Providers shall use commercially reasonable efforts, and the Receiving Parties shall cooperate with the Service Providers, to obtain such consents or approvals. The

Parties acknowledge and agree that commercially reasonable efforts and cooperation do not include the payment of any consent fees or other fees or expenses to any third party. The Service Providers shall not be responsible for providing any Transition Service, or part thereof, which is provided or supported by the products or services of a Third Party Service Provider as of the Effective Date, if and to the extent the provision of such Transition Service requires third-party consent or approval that has not been obtained. No Service Provider shall have any responsibility or liability for failure to provide any, or part of any, Transition Service unable to be provided pursuant to this **Section 2.4**. Prior to the time that such consents and approvals are obtained by the Service Providers, the Service Providers and the Receiving Parties shall cooperate to develop and implement reasonable and lawful arrangements designed to provide the benefits of the subject Transition Services (or portion thereof) to the Receiving Parties.

(b) Certain Transition Services are currently provided and will continue to be provided by Third Party Service Providers. Notwithstanding anything to the contrary contained herein, a Service Provider may also subcontract with an Unaffiliated Third Party to directly or indirectly provide or support any other Transition Services to the Receiving Parties.

Section 2.5. Requests for Additional Services.

(a) Except for services of the type listed on Schedule B, within 180 days after the Effective Date, Sellers may request in writing that additional services be provided and Schedule A be amended to reference such additional services. The Purchaser Service Providers shall use commercially reasonable efforts to provide or cause to be provided the requested services but only if such requested services are reasonably required by Sellers (i) to wind down and liquidate under the provisions of the Bankruptcy Code or (ii) to operate in bankruptcy during liquidation (the “Additional Purchaser Services”). No Purchaser Service Provider shall be obligated to provide any such Additional Purchaser Services unless and until the Parties agree in writing as to the price, specifications and other terms and conditions under which the Purchaser Service Providers shall provide (or cause to be provided) such Additional Purchaser Services; provided that the Parties shall negotiate in good faith and expeditiously with respect to entry into such amendment to Schedule A. Upon such agreement of the Parties, such Additional Purchaser Services shall be deemed to be Transition Services under this Agreement.

(b) Except for services of the type listed on Schedule D, within 180 days after the Effective Date, Purchaser may request in writing that additional services be provided and Schedule C be amended to reference such additional services. The Seller Service Providers shall use commercially reasonable efforts to provide or cause to be provided the requested services if such requested services were provided by or on behalf of any Seller Service Provider with respect to the business, assets and liabilities acquired by Purchaser pursuant to the Purchase Agreement as of immediately prior to the Closing Date (the “Additional Seller Services”). No Seller Service Provider shall be obligated to perform or cause to be performed any such Additional Seller Services unless and until the Parties agree in writing as to the price, specifications and other terms and conditions

under which the Seller Service Providers shall provide (or cause to be provided) such Additional Seller Services; provided that the Parties shall negotiate in good faith and expeditiously with respect to entry into such amendment to Schedule C. Upon such agreement of the Parties, such Additional Seller Services shall be deemed to be Transition Services under this Agreement.

(c) At any time after the Effective Date and before the Termination Date, Sellers or Purchaser may request that Schedule A or Schedule C be amended to reference additional or modified specifications. Upon such request the Parties shall negotiate in good faith the adoption of such additional or modified specifications and any corresponding pricing modifications that may be necessary or appropriate. No Service Providers shall be obligated to perform or cause to be performed any Transition Services in accordance with such specifications unless and until mutually agreed by the Parties.

Section 2.6 Modifications and Shutdowns. If a Service Provider determines that it is necessary or appropriate to temporarily suspend a Transition Service due to scheduled or emergency repairs, maintenance and/or modification, the Service Provider shall give the Receiving Party reasonable prior notice of such shutdown (including information regarding the nature of the shutdown and the projected length of such shutdown), unless it is not practical to give such prior notice because the shut down is due to an emergency. Sellers are hereby notified that the Purchaser Service Providers currently intend to shut down operations for several weeks, twice annually during the periods (i) around the end of December and the beginning of January and (ii) in the month of July (the "Regular Shut Down Periods"), which may result in substantially diminished availability of Transition Services during such periods. With the goal of minimizing the impact on the Receiving Parties of suspended and reduced Transition Services during the Regular Shut Down Periods, Parties shall cooperate to plan the delivery of Transition Services around such periods. Purchaser shall provide Sellers reasonable prior written notice of any change in the Regular Shut Down Periods. In addition, the Service Providers may use the same regularly scheduled information technology support and maintenance windows (during which information systems are not fully available) as were used by Sellers prior to the Closing. The Service Providers shall provide the Receiving Parties reasonable prior written notice of any change in such support and maintenance windows.

Section 2.7 Force Majeure; Reduction of Services. Each Service Provider (including with respect to services performed through Third Party Service Providers) shall be excused from the performance of its obligations under this Agreement, for any period, and to the extent, that such performance is prevented, in whole or in part, as a result of delays caused by any act of God, public enemy, war or threats of same, terrorism or threats of same, epidemic, fire, flood, embargoes, severe weather, civil disturbance, act of government, court order, labor dispute or other cause beyond its reasonable control (a "Force Majeure Event"), and such non-performance shall not be a breach or default hereunder or grounds for termination hereof. Such affected Service Provider shall give written notice to Sellers or Purchaser, as the case may be, of any such Force Majeure Event as soon as reasonably practicable, and the respective Service Providers (including with respect to services performed through Third Party Service Providers) and Receiving Parties will use commercially reasonable efforts to mitigate the effect of any such Force Majeure Event and its consequences on performance hereunder.

Section 2.8 Fees for Transition Services. The fees to be charged for each Transition Service are set forth on Schedule A and Schedule C and the billing, payment and other terms therefor are set forth on Schedule E.

Section 2.9 Disputes. The Parties shall exercise commercially reasonable efforts to resolve disputes in good faith as promptly as practicable. If a Party (the "Disputing Party") in good faith disputes the accuracy or legitimacy of any portion (the "Disputed Amount") of an invoice or charge, then the Disputing Party may, without being in breach of this Agreement, withhold the Disputed Amount when paying such invoice or charge pending resolution of the dispute and will provide written notice of the amount, nature and supporting detail regarding the Disputed Amount to the other Party or Parties (the "Invoicing Party"). Promptly following receipt of such written notice, the dispute resolution process set forth below in this **Section 2.9** shall become applicable and the Parties shall discuss the resolution of such Disputed Amount. If a full resolution of the Disputed Amount has not occurred within 30 days of the initial discussion described in the foregoing sentence, the Parties shall cooperate to promptly submit for resolution such matter (or the portion remaining in dispute) to an arbitrator mutually agreed to by the Parties (the "Neutral Arbitrator"). The Parties shall execute, if requested by the Neutral Arbitrator, an engagement letter reasonably satisfactory to the Neutral Arbitrator. The Parties shall direct the Neutral Arbitrator to render a resolution of such disputed matter within 30 days after its engagement (or such other period agreed upon by the Parties). The resolution of the Neutral Arbitrator shall be set forth in a written statement delivered to each of the Parties and shall be final, binding, conclusive and non-appealable for all purposes hereunder. All fees and expenses of the Neutral Arbitrator shall be paid on a 50-50 basis to the Neutral Arbitrator by Sellers on the one hand and Purchaser on the other hand. The Neutral Arbitrator shall determine the amount of the Disputed Amount due to the Invoicing Party, which amount shall not exceed the Disputed Amount or be less than zero. If the Neutral Arbitrator determines that the Invoicing Party was due any portion of the Disputed Amount, then the Neutral Arbitrator shall award to the Invoicing Party (i) the portion of the Disputed Amount determined by the Neutral Arbitrator to be payable to the Invoicing Party and (ii) interest, from the date of the invoice giving rise to the dispute, at the Libor-Plus Rate on the portion of the Disputed Amount to which the Invoicing Party is entitled. Any amount awarded by the Neutral Arbitrator shall be paid by either Purchaser or Sellers, as applicable, by wire transfer of immediately available funds to the account or accounts designated in writing by the other Party or Parties within five Business Days after the date on which the resolution of the Neutral Arbitrator is delivered to the Parties. Each Service Provider will continue performing Transition Services in accordance with this Agreement pending resolution of any dispute hereunder.

Section 2.10 Personnel.

(a) *Designation of Personnel.* Each Service Provider shall have the right, in its reasonable discretion, to designate which personnel shall be assigned to perform the Transition Services, and shall have the right, in its reasonable discretion, to remove and replace any such personnel at any time and/or designate a Third Party Service Provider.

(b) *Financial Responsibility for Personnel.* Each Service Provider shall be responsible for the payment of all personnel expenses, including wages, required travel and travel related expenses, of its employees performing the Transition Services.

Section 2.11 Status of Service Providers. In all matters relating to this Agreement, each Service Provider shall be acting as an independent contractor and not as an agent, representative or joint venture partner of the Receiving Party. The Service Providers shall not be liable for any debts, obligations or liabilities of the Receiving Parties.

Section 2.12 Protective Acknowledgements. Each Party acknowledges that the Service Providers are not insurers or guarantors of the Transition Services they provide, are not in the business of providing Transition Services and are providing the Transition Services only as an accommodation to the Receiving Parties. To facilitate their compliance with their financial reporting requirements, the Purchaser Service Providers may decide not to make changes to any or all of their systems during the last calendar quarter of any year and, therefore, unless otherwise set forth in a plan agreed to by all Parties, the Purchaser Service Providers are not obligated to make any such changes during the last calendar quarter of any year.

Section 2.13 Receiving Party Obligations. Each Receiving Party shall fully cooperate with the Service Providers and Third Party Service Providers with respect to the provision of Transition Services. Without limiting the foregoing, as necessary to enable the provision of Transition Services by the Service Providers and the Third Party Service Providers, the Receiving Parties shall: (a) adhere in all material respects to the policies of the Service Providers with respect to the protection of proprietary information and other policies regarding the use of information technology resources, to the extent relevant to the Transition Services provided; (b) provide timely responses to any information requested by the Service Providers or the Third Party Service Providers; and (c) provide access to the facilities and assets of the Receiving Parties as requested by the Service Providers or Third Party Service Providers. The Receiving Parties shall promptly notify Sellers or Purchaser, as the case may be, of any problems or failures with respect to the Transition Services, or any breach or default by any Service Provider or Third Party Service Provider under this Agreement, which notice shall describe the foregoing in reasonable detail, and the Receiving Parties shall cooperate with the Service Providers and the Third Party Service Providers to correct the foregoing. The Service Providers and the Third Party Service Providers shall be entitled to rely on any instructions or other information provided by the Receiving Parties, and the Service Providers shall not be in breach of or in default under this Agreement as a result of any such reliance; provided that no such instructions shall expand the obligations of the Service Providers hereunder. The Service Providers shall be excused from their obligation to perform or cause to be performed a Transition Service if and to the extent that (i) such failure to perform or cause to be performed such Transition Service was due to the Receiving Party's failure to perform its responsibilities under this **Section 2.13** and (ii) the Service Providers use commercially reasonable efforts to perform or cause to be performed such Transition Service notwithstanding Receiving Party's failure, if practicable.

Section 2.14 Transition Service Managers. The Seller Services Manager and the Purchaser Services Manager (each as defined below) shall liaise with each other, and seek to resolve in good faith all issues related to the scope, sufficiency and/or performance of Transition Services and any other issues arising in connection with this Agreement. The Purchaser Services Manager and the Seller Services Manager shall meet periodically (in person or by telephone), as reasonable, for purposes of requesting Transition Services, establishing procedures, reviewing performance and forecasting needs.

(a) Sellers shall appoint an individual, by giving written notice thereof to Purchaser within three (3) business days following the date hereof, to act as its initial services manager (the “Seller Services Manager”), who will be directly responsible for, among other things, coordinating and managing the delivery of the Seller Transition Services. The Seller Services Manager will work with the personnel of Sellers, as well as with any Third Party Service Providers providing Seller Transition Services, to address reasonable issues and matters raised by the Purchaser Services Manager relating to this Agreement. Sellers shall promptly notify Purchaser of the appointment of a new Seller Services Manager.

(b) Purchaser shall appoint an individual, by giving written notice thereof to Sellers within three (3) business days following the date hereof, to act as its initial services manager (the “Purchaser Services Manager”), who will be directly responsible for, among other things, coordinating and managing the delivery of the Purchaser Transition Services. The Purchaser Services Manager will work with the personnel of Purchaser, as well as with any Third Party Service Providers providing Purchaser Transition Services, to address reasonable issues and matters raised by the Seller Services Manager relating to this Agreement. Purchaser shall promptly notify Sellers of the appointment of a new Purchaser Services Manager.

ARTICLE 3 CONFIDENTIALITY; PRIVACY

Section 3.1 Confidentiality. All information (identified by the disclosing Person as confidential or proprietary) shared in the course of providing or receiving Transition Services, including information related to employees, customers or suppliers, will be considered Confidential Information and will be subject to the confidentiality provisions set forth in Section 6.24 of the Purchase Agreement; provided that, notwithstanding the term set forth in Section 6.24 of the Purchase Agreement, the term of the confidentiality obligation with respect to the Confidential Information covered by virtue of this **Section 3.1** shall extend until the second anniversary of the Termination Date.

Section 3.2 Privacy. Notwithstanding anything herein to the contrary, with respect to Personal Information owned or controlled by the Parties and shared under this Agreement, the Service Providers shall at all times comply with the Privacy Policies of the Party that owns or controls the data, including with respect to using, accessing, storing, handling, processing, transmitting and disposing of Personal Information. Furthermore, with respect to Personal Information owned or controlled by the Parties and shared under this Agreement, written notice shall be provided to the Party that owns or controls the data, as soon as reasonably practicable after any Party (other than the Party that owns or controls the data) becomes aware of (i) any breach or potential breach of the applicable Privacy Policies of the Party that owns or controls the data, or (ii) any incident where Personal Information may have been accessed by or disclosed to an unauthorized person.

Section 3.3 Survival. The provisions of this **Article 3** shall survive any expiration or termination of this Agreement. Each Party shall use commercially reasonable efforts not to, and shall cause their Subsidiaries, successors and permitted assigns to use

commercially reasonable efforts not to, attempt at any time to access any data, information or system of the other Party or Parties except as required to provide or receive Transition Services, as the case may be.

ARTICLE 4 TERM AND TERMINATION

Section 4.1 Term and Final Termination. This Agreement shall commence on the Effective Date and continue until the date upon which all Transition Services have (i) terminated in accordance with the termination date set forth opposite each Transition Service on Schedule A or Schedule C or (ii) been earlier terminated pursuant to **Section 4.2** (the "Termination Date").

Section 4.2 Early Termination. Notwithstanding anything to the contrary contained in this Agreement, (i) a Receiving Party may terminate all or any Transition Services on not less than 30 days prior written notice to Sellers or Purchaser, as the case may be, unless another notification period is specified on Schedule A or Schedule C (each such notice a "Termination Notice"), and (ii) the Parties may terminate this Agreement or any Transition Services by mutual agreement at any time. As soon as a Transition Service is terminated, Sellers or Purchaser, as the case may be, shall no longer be obligated to pay any fees for the terminated Transition Services with respect to the period following the effective date of such termination. As soon as reasonably practicable following its receipt of a Termination Notice, Sellers or Purchaser shall provide to the other Party or Parties, a written notice as to whether the termination of any of the Transition Services that are the subject of the Termination Notice (x) will require termination or partial termination of any of the other Transition Services and/or (y) will result in any Incremental Exit Costs (together, "Early Termination Consequences") and a good faith estimate (together with reasonable supporting documentation) of the aggregate amount of any such Incremental Exit Costs. If Sellers or Purchaser delivers notification of an Early Termination Consequence, the Receiving Party may withdraw or modify its Termination Notice within 10 days of such notification. If the Receiving Party does not withdraw or modify such Termination Notice (in writing) within such period, termination of such Transition Services will be final, including with respect to the termination of any other Transition Services identified by the Service Provider as an Early Termination Consequence and Purchaser or Sellers, as the case may be, shall have the obligation to pay the actual amount of any Incremental Exit Costs identified by the other Party or Parties as an Early Termination Consequence, notwithstanding that any such actual amount may be greater or less than the estimated amount, provided that such actual amount does not exceed the good faith estimate of Incremental Exit Costs by more than 10 percent. Notwithstanding anything to the contrary, no Receiving Party shall have the right to unilaterally reinstitute any Transition Service if such Transition Service has been terminated.

Section 4.3 Early Termination by Non-Defaulting Party. Purchaser on the one hand or Sellers on the other hand may terminate this Agreement (i) upon 30 days prior written notice to the other Party, if such other Party (the "Defaulting Party") is in breach of its payment obligations hereunder (it being understood that a Party will not be deemed to be in breach of such obligations with respect to an invoice or charge so long as it is disputing such invoice or charge in good faith in accordance with **Section 2.9**) or (ii) upon 30 days prior written notice to the Defaulting Party, if the Defaulting Party is in material breach of any of its non-monetary

obligations hereunder, and, in the case of either of clause (i) or (ii), the Defaulting Party fails to cure such breach within the applicable notice period specified above. Other than as provided in **Section 4.2** and **4.3**, this Agreement may not be terminated by either Party under any circumstances.

Section 4.4 Effect of Termination. If this Agreement is terminated in its entirety pursuant to **Section 4.1, 4.2** or **4.3**, all obligations of the Parties under this Agreement shall terminate, except for (i) **Articles 3, 5, 6** and **7**, the terms and conditions of which shall survive any termination or expiration of this Agreement and (ii) the obligation of any Party to pay (x) all unpaid amounts in respect of Transition Services provided under this Agreement prior to the date of termination, whether or not invoiced prior to such date, and (y) other costs and expenses expressly required by the terms of this Agreement to be borne by such Party, including Incremental Exit Costs.

ARTICLE 5 REMEDIES

Section 5.1 Cure. In the event a Service Provider breaches this Agreement by failing to perform in accordance with this Agreement any Transition Service required to be performed under this Agreement, the Receiving Party shall provide notice thereof to Sellers or Purchaser, as applicable, and the applicable Service Provider shall use commercially reasonable efforts to cure such failure, including by performing or re-performing such Transition Service. If, and to the extent, the Service Provider fails to cure such failure within 30 days of receiving such notice, the Receiving Party shall be entitled to and may seek indemnification pursuant to **Section 5.2**.

Section 5.2 Service Provider Indemnification. Subject to **Article 6** and the other limitations set forth in this Agreement, Sellers shall indemnify, defend and hold harmless Purchaser and its Subsidiaries from, against and in respect of any and all Losses incurred by Purchaser and its Subsidiaries, or any of them, as a result of the breach of this Agreement by any Seller Service Provider in connection with the performance of the Seller Transition Services. Subject to **Article 6** and the other limitations set forth in this Agreement, Purchaser shall indemnify, defend and hold harmless Sellers and their Subsidiaries from, against and in respect of any and all Losses incurred by Sellers and their Subsidiaries, or any of them, as a result of the breach of this Agreement by any Purchaser Service Provider in connection with the performance of the Purchaser Transition Services.

Section 5.3 Exclusivity of Remedy. Notwithstanding anything to the contrary herein, the right to performance or re-performance set forth in **Section 5.1** and/or indemnification set forth in **Section 5.2** shall be the sole and exclusive remedies of the Receiving Parties with respect to any breach of this Agreement or any Losses otherwise arising out of or relating to the Transition Services. In no event shall such remedies be deemed to have failed of their essential purpose.

ARTICLE 6
LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES

Section 6.1 Limitation of Liability.

(a) *PURCHASER LIABILITY.* IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PURCHASER UNDER ANY LEGAL THEORY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED \$15,000,000; PROVIDED, HOWEVER, THAT THERE SHALL BE NO LIMITATION ON LIABILITIES RESULTING FROM A WILLFUL BREACH BY THE PURCHASER SERVICE PROVIDERS.

(b) *SELLERS LIABILITY.* IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SELLERS UNDER ANY LEGAL THEORY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED \$15,000,000; PROVIDED, HOWEVER, THAT THERE SHALL BE NO LIMITATION ON LIABILITIES RESULTING FROM A WILLFUL BREACH BY THE SELLER SERVICE PROVIDERS.

Section 6.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLERS OR PURCHASER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, INCLUDING ANY SUCH DAMAGES OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOST PROFITS.

ARTICLE 7
MISCELLANEOUS

Section 7.1 Notices. Any notice, request, instruction, consent, document or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes (a) upon delivery when personally delivered; (b) on the delivery date after having been sent by a nationally or internationally recognized overnight courier service (charges prepaid); (c) at the time received when sent by registered or certified mail, return receipt requested, postage prepaid; or (d) at the time when confirmation of successful transmission is received (or the first Business Day following such receipt if the date of such receipt is not a Business Day) if sent by facsimile, in each case, to the recipient at the address or facsimile number, as applicable, indicated below:

If to any Seller: General Motors Corporation
300 Renaissance Center
Tower 300, 25th Floor, Room D55
M/C 482-C25-D81
Detroit, Michigan 48265-3000
Attn: General Counsel
Tel.: (313) 667-3450
Facsimile: (248) 267-4584

With copies to: Jenner & Block LLP
330 North Wabash Avenue
Chicago, Illinois 60611-7603
Attn: Joseph P. Gromacki
Michael T. Wolf
Tel.: 312-222-9350
Facsimile: 312-527-0484

and

Weil Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Harvey R. Miller
Stephen Karotkin
Raymond Gietz
Tel.: 212-310-8000
Facsimile: 212-310-8007

If to Purchaser: NGMCO, Inc.
c/o The United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington D.C. 20220
Attn: Chief Counsel Office of Financial
Stability
Facsimile: 202-927-9225

With a copy to: Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attn: John J. Rapisardi
R. Ronald Hopkinson
Tel.: 212-504-6000
Facsimile: 212-504-6666

provided, however, if any Party shall have designated a different addressee and/or contact information by notice in accordance with this Section 7.1, then to the last addressee as so designated.

Section 7.2 No Right of Setoff. Except as otherwise provided under **Section 2.9** in this Agreement, no Party nor any of its Affiliates shall have any right of holdback or setoff or assert any Claim or defense with respect to any amounts that may be owed by such Party or its Affiliates to any other Party (or Parties) hereto or its or their Affiliates as a result of and with respect to any amount that may be owing to such Party or its Affiliates under this Agreement or any other commercial arrangement entered into, between or among such Parties and/or their respective Affiliates.

Section 7.3 Taxes. The Receiving Party shall pay any and all sales, use, goods and services or value-added taxes due for the respective Transition Services.

Section 7.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be assigned or delegated by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any such assignment or delegation without such prior written consent shall be null and void; provided, however, that, without the consent of the other Parties, (i) any Party may assign its obligations hereunder to one or more Affiliates of such Party and (ii) Sellers may assign their rights, interests and obligations hereunder to any successor in interest, including, but not limited to, a liquidating trust established under a chapter 11 plan; provided, further, that no such assignment or delegation shall relieve the assigning Party of any of its obligations under this Agreement and the assigning Party shall be liable for any failure on the part of any assignee to perform its obligations hereunder. Subject to the preceding sentence and except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 7.5 Amendment. This Agreement may not be amended, modified or supplemented except upon the execution and delivery of a written agreement executed by a duly authorized representative or officer of each of the Parties.

Section 7.6 Waiver. At any time prior to the Termination Date, the Parties may (a) extend the time for the performance of any of the obligations or other acts of the other Parties or (b) waive compliance with any of the agreements or conditions contained herein (to the extent permitted by Law). Any such waiver or extension by a Party (i) shall be valid only if, and to the extent, set forth in a written instrument signed by a duly authorized representative or officer of the Party to be bound and (ii) shall not constitute, or be construed as, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said Party of any breach of any of the terms, covenants or conditions of this Agreement shall not be construed as a subsequent waiver of, or estoppel with respect to, any other terms, covenants, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 7.7 Severability. Whenever possible, each term and provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law. If any term or provision of this Agreement, or the application thereof to any Person or any

circumstance, is held to be illegal, invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision and (b) the remainder of this Agreement or such term or provision and the application of such term or provision to other Persons or circumstances shall remain in full force and effect and shall not be affected by such illegality, invalidity or unenforceability, nor shall such invalidity or unenforceability affect the legality, validity or enforceability of such term or provision, or the application thereof, in any jurisdiction.

Section 7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. All signatures of the Parties may be transmitted by facsimile or electronic delivery, and each such facsimile signature or electronic delivery signature (including a PDF signature) will, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and be binding upon such Party.

Section 7.9 Headings. The descriptive headings of the Articles, Sections and paragraphs of, and Schedules to, this Agreement are included for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit, modify or affect any of the provisions hereof

Section 7.10 Third Parties. Except for the Subsidiaries of Sellers and Purchaser pursuant to **Article 5**, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing express or implied in this Agreement is intended or shall be construed to confer upon or give to any Person, other than the Receiving Parties, the Parties, their Affiliates and their respective permitted successors or assigns, any legal or equitable Claims, benefits, rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 7.11 Governing Law. The construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise) shall in all respects be governed by and construed (a) to the extent applicable, in accordance with the Bankruptcy Code, and (b) to the extent the Bankruptcy Code is not applicable, in accordance with the Laws of the State of New York, without giving effect to rules governing the conflict of laws.

Section 7.12 Venue and Retention of Jurisdiction. Except as provided in **Section 2.9**, each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or in connection with this Agreement and the Transition Services (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court as described herein); provided, however, that this **Section 7.12** shall not be applicable in the event the Bankruptcy Cases have closed, in which case the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the federal courts in the Southern District of New York and state courts of the State of New York located in the Borough of Manhattan in the City of New York for any litigation arising out of or in connection with this Agreement and the Transition Services (and agree not to commence any

litigation relating thereto except in the federal courts in the Southern District of New York and state courts of the State of New York located in the Borough of Manhattan in the City of New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court as described herein).

Section 7.13 Waiver of Jury Trial. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN, AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

Section 7.14 Entire Agreement. This Agreement (together with the Purchase Agreement, the Ancillary Agreements and the Schedules) contains the final, exclusive and entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the Parties with respect to the subject matter hereof and thereof. Neither this Agreement nor any other agreement shall be deemed to contain or imply any restriction, covenant, representation, warranty, agreement or undertaking of any Party with respect to the transactions contemplated hereby or thereby other than those expressly set forth herein or therein, and none shall be deemed to exist or be inferred with respect to the subject matter hereof.

Section 7.15 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NONE OF SELLERS, PURCHASER, THE OTHER SERVICE PROVIDERS OR THEIR RESPECTIVE AFFILIATES OR ANY PERSON ACTING ON BEHALF OF ANY SUCH PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY WITH RESPECT TO THE TRANSITION SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT, OR THE ACCURACY, AVAILABILITY, TIMELINESS OR COMPLETENESS OF, OR THE RESULTS TO BE OBTAINED FROM, SUCH TRANSITION SERVICES, AND SELLERS, PURCHASER, THE OTHER SERVICE PROVIDERS AND THEIR RESPECTIVE AFFILIATES HEREBY DISCLAIM THE SAME.

Section 7.16 Allocation of Obligations of Sellers. Sellers shall cooperate to appropriately allocate among themselves the obligations and rights of Sellers under this Agreement, including any obligation to make or right to receive payments.

Section 7.17 Interpretation of Schedules. Within the Schedules, references to Purchaser or Sellers shall be deemed to include the Subsidiaries of such Party or Parties, as appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer, in each case as of the date first written above.

GENERAL MOTORS CORPORATION

By: _____
Name: / _____ /
Title: / _____ /

SATURN LLC

By: _____
Name: / _____ /
Title: / _____ /

SATURN DISTRIBUTION CORPORATION

By: _____
Name: / _____ /
Title: / _____ /

CHEVROLET-SATURN OF HARLEM, INC.

By: _____
Name: / _____ /
Title: / _____ /

[NGMCO, INC.]

By: _____
Name: / _____ /
Title: / _____ /

SCHEDULE A

TRANSITION SERVICES PROVIDED BY OR ON BEHALF OF PURCHASER

Service Description	Specifications and Limitations	Service Termination Date	Service Fee
<i>PROPERTY MANAGEMENT</i>			
Asset Management Oversight for Idle Manufacturing Facilities <ul style="list-style-type: none"> Administer contracts and manage day-to-day operations of ongoing concerns 	<ul style="list-style-type: none"> Includes facilities idle at Closing, facilities in the process of being idled at Closing and facilities leased to Purchaser that become idle after Closing Includes real estate, facility, etc. 	September 1, 2011	\$8,250 / month
Asset Management Oversight for Non-Manufacturing Facilities <ul style="list-style-type: none"> Administer leases (including negotiation of amendments to Limited Facility Leases, as necessary) and contracts and manage day-to-day operations of ongoing concerns 		March 1, 2010	\$8,250 / month
Coordination of Rejected Real Estate Leases <ul style="list-style-type: none"> Perform consulting services related to rejection of leases and landlord liaison and document management Administer leases and coordinate notices to landlord 	<ul style="list-style-type: none"> Both immediate and delayed rejections 	March 1, 2010	No cost
Coordination of Rejected Personal Property Leases and Contracts <ul style="list-style-type: none"> Perform consulting services related to rejection of personal property leases and contracts. Coordinate personal property lease rejection timing, notices to lessors and return of personal property 	<ul style="list-style-type: none"> Both immediate and delayed rejections Equipment may be located in facilities owned by Sellers or owned by Purchaser 	March 1, 2010	No cost
Asset Management Oversight for RHI			
		December 31, 2010	No cost

Service Description	Specifications and Limitations	Service Termination Date	Service Fee
<p>Controlled Properties</p> <ul style="list-style-type: none"> Administer contracts and manage day-to-day operations of all properties owned, leased or controlled by Riverfront Holdings, Inc., except for the premises leased pursuant to the Ren Cen Lease. 			
FACILITY IDLING PROCESS			
<p>Facility Idling</p> <ul style="list-style-type: none"> Provide the idling services set forth on <u>Schedule A-2</u> with respect to the facilities of the Sellers and their Subsidiaries set forth on <u>Schedule A-3</u> 		December 31, 2013	No cost
ACCESS RIGHTS AND STORAGE SERVICES			
<p>Access Right to Personal Property Owned by or Leased to Sellers and Located in Facilities Owned by or Leased to Purchaser</p> <ul style="list-style-type: none"> Provide Sellers the right to enter Purchaser facilities for purposes of preparing for removal and removing any fixtures, machinery, equipment and personal property that is owned by or leased to Sellers and located at such facility 	<ul style="list-style-type: none"> Sellers acknowledge that Purchaser may require certain personal property to be removed during plant shut down periods Sellers shall (i) notify Purchaser not less than three (3) business days prior to entry for removal, (ii) not unreasonably interfere with Purchaser's operations, (iii) be accompanied by a representative of Purchaser and (iv) provide Purchaser a list of items (or categories of items) Sellers intend to remove from the facility 	December 31, 2013	No cost
<p>Storage of Personal Property of Sellers</p> <ul style="list-style-type: none"> Store personal property owned by Sellers (or leased to Sellers) that, as of the Closing, is located in facilities owned by or leased to Purchaser, in order to allow Sellers to prepare for removal and remove the personal property 	<ul style="list-style-type: none"> Purchaser has the right to remove and store such personal property at alternate locations Sellers shall not unreasonably interfere with or cause a material 	December 31, 2013	No cost

Service Description	Specifications and Limitations	Service Termination Date	Service Fee
<p>as contemplated by this Agreement</p>	<p>disruption of Purchaser's business or operations in connection with any storage services provided pursuant to this Agreement</p> <ul style="list-style-type: none"> Any personal property owned by Sellers not removed from a facility on or before the Service Termination Date shall thereafter be deemed to be abandoned, and Purchaser may, at its election, (i) accept the same or (ii) remove and dispose of the same at Sellers' cost; provided that Sellers shall receive a credit against such costs for any amount Purchaser receives in connection with the sale or other disposition of such personal property Sellers agree to execute a bill of sale with respect to each such Seller owned item of personal property that is not removed from any facility, upon request of Purchaser 		
<p>SECURITY</p> <p>Manage and Provide Security</p> <ul style="list-style-type: none"> Manage and provide security and fire monitoring related to active and idled facilities Consultation regarding ongoing security requirements for Seller 	<ul style="list-style-type: none"> Use of third party contractors for on-site security to be paid directly by Sellers 	<p>December 31, 2013</p>	<p>\$16,500 / month</p>
<p>ACCOUNTING</p> <p>Accounts Payable Processing and Paying Agent Services</p> <ul style="list-style-type: none"> Set up, vouch, approve and reconcile payments 	<ul style="list-style-type: none"> Use of third party services 	<p>January 1, 2013</p>	<p>\$66,000 / month (for Purchaser employees) and \$20,000 / month</p>

Service Description	Specifications and Limitations	Service Termination Date	Service Fee
<ul style="list-style-type: none"> Pay invoices on behalf of Sellers; if unable to pay out of Seller accounts, reimbursement will be settled at month end 			(for third parties)
Accounts Receivable Processing <ul style="list-style-type: none"> Accrue for rental income and other miscellaneous income 		January 1, 2013	\$16,500 / month
General Ledger <ul style="list-style-type: none"> Book entries and perform account reconciliations Book closing entries Perform purchase accounting / consideration accounting 		January 1, 2013	\$33,000 / month
Fixed Asset Accounting <ul style="list-style-type: none"> Maintain fixed asset records to reflect asset dispositions and perform related accounting activities 		January 1, 2013	\$49,500 / month
Lease Accounting <ul style="list-style-type: none"> Maintain record entries for lease transaction (e.g. rejection activity) Perform accounting activities for property and real estate leases 		January 1, 2013	\$16,500 / month
Motors Holding Accounting <ul style="list-style-type: none"> Perform and manage accounting for Motors Holding related transactions 		January 1, 2013	\$16,500 / month
Budget and Forecast <ul style="list-style-type: none"> Provide inputs as necessary to develop budgets and forecasts 		January 1, 2013	No cost
Court Required Financial Reporting <ul style="list-style-type: none"> Perform all associated activities related to filings as required by the bankruptcy court 		January 1, 2011	\$5,500 / month
TREASURY Wind-down of MEI and Elmo II & III		October 1, 2009	\$4,125 / month

Service Description	Specifications and Limitations	Service Termination Date	Service Fee
<ul style="list-style-type: none"> Provide general support based on knowledge of previous transactions 			
Cash Management & Operations			
<ul style="list-style-type: none"> Manage bank account funding Perform administration and banking services Facilitate automated accounting of cash flows Set up and manage new bank accounts 		August 1, 2010	\$16,500 / month
TAX			
Tax Compliance			
<ul style="list-style-type: none"> Prepare and file federal, state, local and foreign income and other taxes 		January 1, 2013	\$49,500 / month plus \$2,000 / month for third party services
Tax Accounting			
<ul style="list-style-type: none"> Perform accounting services associated with tax obligations stemming from operations of or the winding down and liquidation of Sellers 		January 1, 2013	\$16,500 / month
Customs			
<ul style="list-style-type: none"> Provide support for filing of customs duties and reconciliation process as well as post entry compliance Assist with value reconciliation compliance Assist with NAFTA reconciliation compliance Assist with trade program review opportunity and follow up 	<ul style="list-style-type: none"> Requires additional support from third party administrator engaged by Sellers to reconcile customs duties 	June 1, 2011	\$33,000 / month
Property Tax			
<ul style="list-style-type: none"> Prepare and file real and personal property taxes 		January 1, 2013	\$16,500 / month
PURCHASING			
Negotiate, Source, and Contract Indirect Goods and Services on Behalf of Sellers as Required (Purchasing Services)			
<ul style="list-style-type: none"> Manage facilities, security, equipment rentals, MRO supplies, and other similar activities 		January 1, 2013	\$16,500 / month
IS&S			

Service Description	Specifications and Limitations	Service Termination Date	Service Fee
Manage Assets <ul style="list-style-type: none"> Allow use of eFast system for asset tracking and depreciation 		January 1, 2013	See Summarized Application Use below
Finance and Accounting <ul style="list-style-type: none"> Allow use of core accounting systems for general ledger activities and associated transaction processing (e.g., eLedger, eTBR) Allow use of consolidation and reporting tools (e.g., Hyperion) Allow use of treasury systems for cash management and cash transactions (e.g., Quantum) Extract capability to extract financial data required for reporting purposes 		January 1, 2013	See Summarized Application Use below
Operations <ul style="list-style-type: none"> Allow use of DACOR and eDACOR for creation of POs, payables and cash disbursements 		January 1, 2013	See Summarized Application Use below
IT Infrastructure Support <ul style="list-style-type: none"> Allow and support network connection for up to 100 non-Purchaser badged personnel Provide up to 100 laptops and/or desktops computers configured to the GMOL image Maintain contractor IDs for up to 100 resources Allow access to printers 	<ul style="list-style-type: none"> Est. potentially up to 100 contractors 	January 1, 2013	\$170 / month / GMOL configured PC
Summarized Application Use	See descriptions IS&S sections above	January 1, 2013	\$16,500 / month
COMMUNICATIONS			
Coordination of Outside / Stakeholder Messages Assistance <ul style="list-style-type: none"> Reasonably cooperate with Sellers to coordinate press releases and other public statements 		January 1, 2013	No cost
RETAINED SPLINTER UNION SERVICES			
Payroll Processing			

Service Description	Specifications and Limitations	Service Termination Date	Service Fee
<ul style="list-style-type: none"> Upon request from Sellers before or at Closing and subject to agreement on scope, price and terms for providing such services, the Purchaser shall process Sellers' payroll for IUE-represented Moraine Assembly Plant employees. If such service is requested, the Parties shall expeditiously negotiate in good faith to reach agreement on the scope, price, and terms for providing such service. 	<ul style="list-style-type: none"> Sellers have been advised of and are aware of Purchaser's payroll processes and systems and acknowledges that there is very limited flexibility to deviate in any way from the Purchaser's payroll process. Both Parties acknowledge that the provision of payroll services does not include the financial obligation or responsibility for actual wages or benefits 		
<p>Benefits Administration</p> <ul style="list-style-type: none"> Upon request from the Sellers before or at Closing and subject to agreement on scope, price and terms for providing such services, the Purchaser shall administer the benefit plans set forth on <u>Schedule A-4</u> for current and former employees whose participation in the scheduled plans is deemed required by Sellers under the plans or the collective bargaining agreements set forth on <u>Schedule A-4</u>. If such service is requested, the Parties shall expeditiously negotiate in good faith to reach agreement on the scope, price, and terms for providing services 	<ul style="list-style-type: none"> Sellers have been advised and are aware that Purchaser's arrangements with vendors and limited resources, processes and systems provide very limited flexibility to provide benefit administration services that deviate in any way from Purchaser's Both Parties acknowledge that the provision of benefit administration services does not include the financial obligation or responsibility for actual wages or benefits 		
OTHER			
<p>Insurance Management</p> <ul style="list-style-type: none"> Provide information about insurance in existence immediately prior to Closing 		January 1, 2013	No cost

Service Description	Specifications and Limitations	Service Termination Date	Service Fee
<p>Background Information on Legal Matters</p> <ul style="list-style-type: none"> Assist Sellers by providing background/factual information regarding legal matters, as reasonably requested by Sellers, subject to Schedule B 		January 1, 2013	No cost
<p>Books and Records</p> <ul style="list-style-type: none"> Afford Sellers and their authorized representatives reasonable access to and allow them to obtain copies of books and records of Purchaser to confirm Transition Services have been provided as contemplated by this Agreement Afford Sellers and their authorized representatives reasonable access to and allow them to obtain copies of books and records of Purchaser if and to the extent related to the real property owned by Sellers 	<ul style="list-style-type: none"> Subject to the provisions of Article 3; provided that such access shall also be subject to such additional confidentiality provisions as Purchaser may reasonably deem necessary Any such access to information shall be conducted during normal business hours and in such a manner as not to materially interfere with the normal operations of the business of a Purchaser 	January 1, 2013	No cost

SCHEDULE A-2

FACILITY IDLING PROCESS

The Purchaser Service Providers shall provide to the Receiving Parties at each facility listed on Schedule A-3 only the following Transition Services for which the Purchaser Service Providers are identified below as the Responsible Party. With respect to facilities leased to Purchaser pursuant to the Master Lease Agreement, Purchaser shall begin to perform such Transition Services at such time as provided in the Master Lease Agreement or otherwise as mutually agreeable. Each type of Transition Service listed below shall be understood by reference to and performed in accordance with the applicable portions of the "Facilities Idling Playbook" developed by Sellers prior to the date of the Purchase Agreement, as such document has been interpreted in the historical practice of Sellers. Each Party acknowledges that it has received copy of the "Facilities Idling Playbook."

Description of Service	Responsible Party
Conveyor Systems	
Review Support/Service Contracts	Purchaser Service Providers
Retain Documentation	Purchaser Service Providers
Review OEM Service Manuals	Purchaser Service Providers
Lubrication	Purchaser Service Providers
Backup Programmable Devices	Purchaser Service Providers
Shutdown Control Panels	Purchaser Service Providers
Electricity	Purchaser Service Providers
Temperature	Purchaser Service Providers
Hydraulics	Purchaser Service Providers
Compressed Air	Purchaser Service Providers
Cleaning	Purchaser Service Providers
Perform Preservation of Equipment Tasks for Idled Equipment	Sellers
Perform Periodic Maintenance Tasks for Idled Equipment	Sellers
Shutdown Conveyor Equipment	Purchaser Service Providers
Spare Parts	Purchaser Service Providers
Body	
Support Contracts	Purchaser Service Providers
Consumables	Purchaser Service Providers
SPO	Purchaser Service Providers
Weld Water	Purchaser Service Providers
Backup Programmable Devices	Purchaser Service Providers
Shutdown Control Panels	Purchaser Service Providers
Weld Equipment	Purchaser Service Providers
Tooling	Purchaser Service Providers

	Description of Service	Responsible Party
	Robots	Purchaser Service Providers
	Hammers	Purchaser Service Providers
	Shutdown Dispense Equipment	Purchaser Service Providers
	Hydraulics	Purchaser Service Providers
	Compressed Air	Purchaser Service Providers
	Power Tools	Purchaser Service Providers
	Electricity	Purchaser Service Providers
	Temperature	Purchaser Service Providers
	Lubrication	Purchaser Service Providers
	Retain Documentation	Purchaser Service Providers
	Cleaning	Purchaser Service Providers
	Perform Preservation of Equipment Tasks for Idled Equipment	Sellers
	Perform Periodic Maintenance Tasks for Idled Equipment	Sellers
	Communication Equipment	Purchaser Service Providers
	Boundary Samples	Purchaser Service Providers
	Parts	Purchaser Service Providers
	Perceptron	Purchaser Service Providers
	CMM	Purchaser Service Providers
GA		
	GA Technical Support contracts	Purchaser Service Providers
	Consumables	Purchaser Service Providers
	Backup Programmable Devices & Processors	Purchaser Service Providers
	Shutdown Control Panels	Purchaser Service Providers
	Shutdown M & E Equipment	Purchaser Service Providers
	Fixtured Tooling	Purchaser Service Providers
	Shutdown Robots	Purchaser Service Providers
	Shutdown Dispense Equipment	Purchaser Service Providers
	Hydraulics	Purchaser Service Providers
	Compressed Air	Purchaser Service Providers
	All Power Tools	Purchaser Service Providers
	Electricity	Purchaser Service Providers
	Temperature	Purchaser Service Providers
	Lubrication - shut off all automatic lubrication equipment as appropriate	Purchaser Service Providers
	Documentation -all documentation should be accounted for in single depository within the General Assembly Area	Purchaser Service Providers
	Cleaning	Purchaser Service Providers
	Perform Preservation of Equipment Tasks for Idled	Sellers

Schedule A-2

Description of Service	Responsible Party
Equipment	
Perform Periodic Maintenance Tasks for Idled Equipment	Sellers
Communication equipment	Purchaser Service Providers
Boundary samples	Purchaser Service Providers
Parts	Purchaser Service Providers
Reclaim any GM property out of plant (loan, repair, etc.)	Purchaser Service Providers
Drain fluids from all point of use cribs as appropriate	Purchaser Service Providers
Drain Processing FF systems below the main headers. If idling is longer than 180 days, anti-rust flush should be loaded into systems below header	Purchaser Service Providers
If length of idling is 180 days or longer, drain systems below the main headers and fill with anti-rust flush	Purchaser Service Providers
Purge all systems. Cap and/or grease exposed termination points. Remove and dispose of all bulk containers, barrels, and pails	Purchaser Service Providers
Water Test Booth - drain water from system	Purchaser Service Providers
V.I.N. Room - Tag ID Inventory and Move to Secure Location	Purchaser Service Providers
Paint	
Pre-Shutdown	Purchaser Service Providers
Support Contracts	Purchaser Service Providers
General Paint Shop and Conveyors	Purchaser Service Providers
Phosphate Shutdown	Purchaser Service Providers
ELPO Shutdown	Purchaser Service Providers
Sealer, Antichip and Underbody PVC Shutdown	Purchaser Service Providers
Deadner and LASD Shutdown	Purchaser Service Providers
Prime and Topcoat Spray Equipment Shutdown	Purchaser Service Providers
Powder Prime Spray Equipment Shutdown	Purchaser Service Providers
Powder Distribution Systems Shutdown	Purchaser Service Providers
Powder Spray Booths and ASH Shutdown	Purchaser Service Providers
Wet Spray Booths and ASH Shutdown	Purchaser Service Providers
Ovens Shutdown	Purchaser Service Providers
Final Repair Shutdown	Purchaser Service Providers
Paint Circulation Systems Shutdown	Purchaser Service Providers
Misc Enclosure & Decks	Purchaser Service Providers
Cavity Wax	Purchaser Service Providers
Lighting Shutdown	Purchaser Service Providers
Building Air supply Shutdown	Purchaser Service Providers
Abatement Shutdown	Purchaser Service Providers

	Description of Service	Responsible Party
	Compressed Air	Purchaser Service Providers
	Programs	Purchaser Service Providers
	Power Tools	Purchaser Service Providers
	Electricity	Purchaser Service Providers
	Temperature	Purchaser Service Providers
	Lubrication	Purchaser Service Providers
	Documentation	Purchaser Service Providers
	Cleaning	Purchaser Service Providers
	Perform Preservation of Equipment Tasks for Idled Equipment	Sellers
	Perform Periodic Maintenance Tasks for Idled Equipment	Sellers
	Communication Equipment	Purchaser Service Providers
	Boundary Samples	Purchaser Service Providers
	Miscellaneous	Purchaser Service Providers
	Housekeeping	Purchaser Service Providers
Powertrain Manufacturing Engineering		
	Perform Equipment Idling Prework Tasks	Purchaser Service Providers
	Perform Equipment Idling Tasks	Purchaser Service Providers
	Perform Process System Idling Tasks	Purchaser Service Providers
	Perform Equipment Cleaning Tasks of idled equipment	Sellers
	Perform Preservation of Equipment Tasks for Idled Equipment	Sellers
	Perform Periodic Maintenance Tasks for Idled Equipment	Sellers
Stamping		
	Support contracts	Purchaser Service Providers
	Consumables	Purchaser Service Providers
	SPO	Purchaser Service Providers
	Reallocate parts as necessary	Purchaser Service Providers
	Review Utility Plan	Purchaser Service Providers
	Cooling System (H2O)	Purchaser Service Providers
	Compressed Air	Purchaser Service Providers
	Electricity	Purchaser Service Providers
	Temperature	Purchaser Service Providers
	Backup Programmable Devices	Purchaser Service Providers
	Shutdown Control Panels	Purchaser Service Providers
	Shutdown Processors	Purchaser Service Providers
	Shutdown Press Equipment (mechanical)	Purchaser Service Providers
	TDO Machine Tools	Purchaser Service Providers

	Description of Service	Responsible Party
	Shutdown Robots	Purchaser Service Providers
	Shutdown blank lube / wash systems	Purchaser Service Providers
	Hydraulics	Purchaser Service Providers
	Lubrication	Purchaser Service Providers
	Documentation	Purchaser Service Providers
	Cleaning	Purchaser Service Providers
	Perform Preservation of Equipment Tasks for Idled Equipment	Sellers
	Perform Periodic Maintenance Tasks for Idled Equipment	Sellers
WFG Energy and Utilities		
	Develop and Implement Utilities Management Plan	Purchaser Service Providers
	Review Existing Operating and Utilities Contracts	Purchaser Service Providers
	Identify and Implement Equipment Management Needs	Purchaser Service Providers
	Develop Staffing Plan	Purchaser Service Providers
	Management Tasks in EUSG Areas During Plant Idle	Purchaser Service Providers
	Identify and Implement Start-up Procedure	Purchaser Service Providers
	Provide knowledge support/consultation on continuation / transfer of utility services	Purchaser Service Providers
	Interface with Plant Closing/Idling team	Purchaser Service Providers
Environmental Services		
	Review/Update Site Environmental Calendar Activities	Sellers
	Manage Waste Issues	Sellers
	Manage Chemical Issues	Sellers
	Manage RM contract Ramp-down	Sellers
	Manage CM contract Ramp-down	Sellers
	Response Plan Updates	Sellers
	Ancillary Activities/Facilities (preventive measures)	Sellers
	Maintain All Required Permitted Monitoring Recordkeeping and Reporting (MRRP)	Sellers
	Determine Need to operate & maintain Refrigeration Equipment	Sellers
	Determine if Air Permits should be maintained or terminated	Sellers
	Determine Abatement Equipment preservation requirements	Sellers
	Evaluate Water and Waste Permit Changes	Sellers
	Water Sampling Requirements	Sellers
	Waste and Water Reports	Sellers
	UST/AST Issues	Sellers
	PCB Related Concerns (Understanding Liability, Current/Future, Reporting Activity)	Sellers

	Description of Service	Responsible Party
	Determine Emission Reduction Credits (ERCs)	Sellers
	Manage Industrial Hygiene Issues	Sellers

SCHEDULE A-3

SELLER MANUFACTURING FACILITIES TO BE IDLED¹

Facilities Owned by Sellers and Leased to Purchaser:

	Site Name	Property Address	City	State	Zip
1.	Stamping - Indianapolis	340 White River Parkway West Drive South 50	Indianapolis	IN	46206
2.	GMPT - Flint North #5/#10/#81	902 E Hamilton Avenue	Flint	MI	48550
3.	GMPT - Livonia	12200 Middlebelt	Livonia	MI	48150
4.	GMVM - Pontiac Assembly	2100 S Opdyke Road	Pontiac	MI	48341
5.	Stamping - Pontiac North Campus ²	220 East Columbia	Pontiac	MI	48340
6.	Stamping - Mansfield	2525 West Fourth Street PO Box 2567 - 44906	Mansfield	OH	44906-1269
7.	GMPT - Parma Complex ³	5400 Chevrolet Boulevard PO Box 30098	Parma	OH	44130
8.	GMPT - Fredericksburg	11032 Tidewater Trail	Fredericksburg	VA	22408
9.	GMPT - Willow Run	2930 Ecorse Road	Ypsilanti	MI	48197-0935
10.	Stamping - Grand Rapids	300 36th Street SW	Wyoming	MI	49548-2107
	GMVM - Shreveport	7600 General Motors Boulevard	Shreveport	LA	71129
11.	Assembly and Stamping Shreveport				
12.	GMVM -Wilmington Assembly	801 Boxwood Road PO Box 1512 - 19899	Wilmington	DE	19804-2041

Facilities Owned by Sellers and not Leased to Purchaser:

	Site Name	Property Address	City	State	Zip
13.	GMPT - Massena	Route 37 East	Massena	NY	13662-0460
14.	GMVM - Moraine Assembly ⁴	2601 West Stroop Road	Moraine	OH	45439
15.	Stamping - Pittsburgh	1451 Lebanon School Road	West Mifflin	PA	15122

¹ To the extent that the idling process is complete at any of these facilities prior to Closing, the facility should be removed from the chart.

² Does not include Plant #14 and the real property underlying Plant #14 or the associated utilities for stamping and PT facilities.

³ Does not include the GMPT - Parma Stamping improvements and associated real property.

⁴ Does not include the GMPT - Moraine (DMAX) improvements and associated real property.

SCHEDULE A-4

SELLER PLANS AND COLLECTIVE BARGAINING AGREEMENTS

1. Agreement Regarding Closure of the General Motors Moraine Assembly Plant between General Motors and the IUE-CWA, the Industrial Division of the Communications Workers of America, AFL-CIO, CLC and its Local Union 798

2. Supplemental Agreements Between IUE and GM:
 - a. General Motors Life and Disability Benefits Program for Hourly Employees
 - b. General Motors Health Care Program for Hourly Employees
 - c. General Motors Supplemental Unemployment Benefit Plan
 - d. General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States
 - e. General Motors Dependent Care Reimbursement Plan Hourly-Rate Employees in the United States
 - f. Guaranteed Income Stream Benefit Program (IUE)
 - g. Dependent Scholarship Program for Hourly Employees in the United States
 - h. Tuition Assistance Program for Hourly Employees in the United States

3. Supplemental Agreements Between GM and Various Splinter Unions (Teamsters, United Steel Workers, International Union Operating Engineers (IUOE), Caterers- United Catering, Restaurant, Bar and Hotel Workers (now United Commercial Food Workers), and International Brotherhood of Boilermakers—formerly Metal Polishers, Buffers, Platers Unions):
 - a. General Motors Life and Disability Benefits Program for Hourly Employees
 - b. General Motors Health Care Program for Hourly Employees
 - c. General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States
 - d. General Motors Income Security Plan for Hourly-Rate Employees
 - e. Dependent Scholarship Program for Hourly Employees in the United States
 - f. Tuition Assistance Program for Hourly Employees in the United States

SCHEDULE B

PURCHASER EXCLUDED SERVICES

1. Notwithstanding anything set forth in this Agreement, neither Purchaser nor any of its Affiliates shall provide any services relating to:
 - automotive or product engineering;
 - automotive or product manufacturing;
 - automotive or product distribution;
 - legal advice and services (excluding assisting Sellers by providing background/factual information in response to Seller inquiries); and
 - services to be provided pursuant to the Master Lease Agreement or the SPO Lease.
2. Notwithstanding anything set forth in this Agreement, neither the Purchaser nor any of its Affiliates shall have any obligation to respond to or otherwise address any Hazardous Material Release in surface water, groundwater, ambient air, or surface or subsurface soil under, at, on, in or emanating from or onto any facility or real property owned, operated, leased, used or held for use by Sellers or any of their Affiliates.
3. Notwithstanding anything set forth in this Agreement, nothing in this Agreement shall be interpreted to create a fiduciary relationship between Sellers and any corporate risk management personnel employed by the Purchaser Service Providers. Further, no Purchaser Service Provider shall be obligated to provide any insurance advisory services (by personnel employed by the Purchaser Service Providers) that could reasonably be expected in the Purchaser Service Provider's professional judgment to expose any such personnel to any breach of fiduciary or other duty, or to any conflict of interest.

SCHEDULE C

TRANSITION SERVICES PROVIDED BY OR ON BEHALF OF SELLERS

1. Storage of and Access to Purchaser Personal Property.

Description of Service:

- Store personal property of Purchaser that, as of the Closing, is located in a facility listed on Schedule C-2 (the “Seller Listed Facilities”).
- Provide Purchaser the right to enter Seller Listed Facilities for purposes of maintaining, preparing for removal and removing any fixtures, machinery, equipment or other personal property that is owned by or leased to Purchaser and located at such facility.

Specifications and Limitations:

- Purchaser shall
 - notify Sellers not less than three (3) business days prior to entry for removal and
 - provide Sellers a list of items (or categories of items) Purchaser intends to remove from the facility.
- In the event of any disposition of a Seller Listed Facility prior to the removal of all Purchaser personal property (excluding any personal property to be abandoned by Purchaser) from such Seller Listed Facility (the date of the completion of such removal, the “Removal Date”), Sellers will include a provision in the written agreement relating to the disposition of such Seller Listed Facility that such transferee (and its successors) will grant to Purchaser the right to maintain, prepare for removal and remove the Purchaser personal property as contemplated by this Agreement.
- Purchaser shall make repairs necessitated by the removal of its personal property from a Seller Listed Facility to the extent such repairs would be required pursuant to the idling process set forth on Schedule A-2.
- Any personal property of the Purchaser not removed from a Seller Listed Facility on or before the Service Termination Date shall thereafter be deemed to be abandoned, and Sellers may, at their election, (i) accept the same or (ii) remove and dispose of the same at Purchaser’s cost; provided that Purchaser shall receive a credit against such costs for any amount Sellers receive in connection with the sale or other disposition of such personal property.
- Upon request of Sellers, Purchaser shall execute a bill of sale with respect to each item of Purchaser owned personal property that is not removed from any Seller Listed Facility by the Termination Date.
- Sellers shall deliver copies of all tax bills (for the Seller Listed Facilities) they receive to Purchaser within ten (10) business days after receipt thereof. Purchaser shall deliver to Sellers duplicate receipts and cancelled checks or photocopies thereof showing the payments of all such taxes and assessments, within thirty (30) days after respective payments evidenced thereby, but in no event after any such payment is required to be made hereunder.
- Purchaser may contest any tax or assessment upon or against the Seller Listed Facility, or any part thereof, or the improvements at any time situated thereon, so long as the Purchaser shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate

legal proceeding which shall have the effect of preventing the collection of the tax or assessment so contested, and provided that upon final adjudication of such proceeding Purchaser shall immediately pay any amounts due.

Service Termination Date:

- December 31, 2013.

Service Fee:

- With respect to the period from and after the Closing Date and until the earlier of (i) the one year anniversary of the Closing Date and (ii) the applicable Removal Date, Purchaser shall timely pay, with respect to each Seller Listed Facility, each of the following (the "Operating Expenses"):
 - all utilities and other services (including, but not limited to, site coordination, management and oversight, security, water, sewage service charges, garbage or trash removal, fuels, including natural gas, and electricity, including electricity for any heating, ventilating and air conditioning) furnished to and or used in or at the Seller Listed Facility for any purpose; and
 - all real property taxes or special improvement taxes payable against the Seller Listed Facility, all property taxes levied or assessed against the Purchaser's Personal Property located in the Seller Listed Facility (including all penalties and interest thereon), which may be assessed, levied, imposed upon the same, or any use or occupancy of the Seller Listed Facility.
- If the Sellers use a Seller Listed Facility other than for (i) the storage and removal of Seller and Purchaser personal property located in such Seller Listed Facility as of the Closing Date or (ii) activities related to the marketing and sale of such Seller Listed Facility, the Parties will in good faith negotiate a fair allocation of the Operating Expenses between the Parties such that Sellers pay a portion of the Operating Expenses proportionate to their use of the Seller Listed Facility.
- If the Removal Date for any Seller Listed Facility has not occurred by the one year anniversary of the Closing Date, then with respect to the period following the one year anniversary of the Closing Date and until the earlier of (i) the Service Termination Date and (ii) the Removal Date with respect to such Seller Listed Facility, the Purchaser shall pay the Sellers the Operating Expenses plus \$0.50 per usable square foot (as set forth with respect to each Seller Listed Facility on Schedule C-2), per annum, payable in equal monthly instalments.

2. Limited Use of Facilities Leased to Sellers.

Description of Service

- Provide Purchaser with a right to use and occupy the facilities listed on Schedule C-3 (the "Limited Use Facilities").

- Maintain all insurance required under each lease to which a Seller is a party with respect to a Limited Use Facility (each, a “Limited Facility Lease”).

Specifications and Limitations

- Purchaser shall have the right to use the Limited Use Facilities only for (i) the purposes for which the Limited Use Facilities are being used on the Closing Date and (ii) subject to the terms and conditions of the applicable Limited Facility Lease, maintaining, preparing for removal and removing any fixtures, machinery, equipment or other personal property that is owned by or leased to Purchaser and located at the Limited Use Facility subject to such Limited Facility Lease.
- Purchaser’s license to use and occupy each Limited Use Facility shall be subject in all respects to the terms and conditions of the applicable Limited Facility Lease.
- During the period Purchaser occupies any portion of a Limited Use Facility, Purchaser shall perform any and all obligations of Sellers under the terms and conditions of the applicable Limited Facility Lease.
- Notwithstanding anything herein to the contrary, Purchaser shall accept this right to use the Seller Listed Facilities in their “as is” condition on the Closing Date.
- Purchaser shall, if practicable, provide Sellers with written notice of its intent to vacate a Limited Use Facility five days before the date upon which Purchaser ceases to occupy a Limited Use Facility; provided that failure to provide such a notice shall not be a breach of this Agreement.
- The rights granted to Purchaser with respect to the Limited Use Facilities shall not constitute an interest in real property.
- Purchaser shall promptly notify Sellers in writing when Purchaser no longer occupies a Limited Use Facility and Sellers shall not reject any Limited Facility Lease until it receives such notice with respect to the applicable Limited Use Facility.
- Sellers shall have the right to bring an action to retake possession of a Limited Use Facility if (i) a Seller has been evicted or eviction proceedings have been commenced against a Seller with respect to such Limited Use Facility or (ii) Purchaser continues to occupy such Limited Use Facility after the Service Termination Date. The foregoing rights shall be in addition to, and not in limitation of, any other remedy available to Sellers under the Agreement or at law.
- With respect to the SPO Jacksonville facility and the SPO Boston facility, (i) on December 28, 2009, the applicable Seller will assume the Limited Facility Lease for each facility unless the Purchaser otherwise notifies the Sellers in writing at least three Business Days prior to such date and (ii) after the assumption of such Limited Facility Lease, the applicable Seller will reject the Limited Facility Lease when instructed to do so by Purchaser.

Service Termination Date

- December 28, 2009; provided, however, that with respect to the SPO Jacksonville and SPO Boston facilities, the Service Termination Date shall be the Business Day immediately prior to the date of the confirmation hearing for Sellers’ plan of liquidation or reorganization.

Service Fee

Schedule C

- During the period Purchaser occupies any portion of a Limited Use Facility, Purchaser shall pay Sellers the following fees: (a) the amount of the recurring monthly rentals payable by Sellers under the Limited Facility Lease for such Limited Use Facility, (b) the amount paid by Sellers for insurance with respect to such Limited Use Facility and (c) all other amounts payable by Sellers under the Limited Facility Lease for such Limited Use Facility, whether such amounts are payable to the landlord under the Limited Facility Lease for such Limited Use Facility or to third party utility providers including, but not limited to, gas, electric, telephone, data and other utility providers.
- Purchaser also shall pay to Sellers all amounts payable by Sellers pursuant to the Limited Facility Leases for the SPO Jacksonville facility and the SPO Boston facility for all periods from and after December 29, 2009, whether or not Purchaser is in occupancy of the SPO Jacksonville facility or the SPO Boston facility, as applicable.

3. Permits and Consents.

Description of Service

- Assist Purchaser, as reasonably requested by Purchaser, in obtaining (i) consents from Governmental Authorities, (ii) Permits, (iii) consents from non-Governmental Authorities and (iv) financial assurance as required under Environmental Laws, including the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et. seq.), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 6901 et. seq) and similar state laws, in each case, with respect to the ownership and operation of the Purchased Assets and payment of the Assumed Liabilities by Purchaser, sufficient in the aggregate to permit the Purchaser to own and operate the Purchased Assets from and after the Closing in substantially the same manner as owned and operated by Sellers immediately prior to the Closing.
- Sellers shall maintain and extend to Purchaser the use and benefit of all state licenses and approvals related to the manufacture and distribution of motor vehicles, to the extent permitted by applicable law

Specifications and Limitations

- None

Service Termination Date

- December 31, 2009

Service Fee

- No cost

4. Limited Use of Personal Property Subject to Sellers' Equipment Financing.

Description of Service

- Sellers shall provide Purchaser with the right to use and possess any personal property (“Limited Use Personal Property”) that is subject to a contract listed on Schedule C-4 (each, a “Personal Property Contract”) during the period beginning on the Closing Date and ending, with respect to each item of Limited Use Personal Property, on the earlier to occur of (i) the date the applicable Personal Property Contract has been rejected pursuant Section 365 of the Bankruptcy Code (if applicable) by the respective Seller, (ii) the date the respective Seller is otherwise no longer a party bound by the Personal Property Contract or otherwise ceases to have the right to use and possession of the Limited Use Personal Property, (iii) the date on which Purchaser obtains its own right (not under this Agreement) to use and possess the item of Limited Use Personal Property, whether by assumption, purchase or otherwise, and (iv) the date Purchaser notifies the Sellers that Purchaser no longer desires to use or possess all items of Limited Use Personal Property under the applicable Personal Property Contract (the “End Date”).
- Sellers shall provide reasonable assistance to Purchaser in connection with the renegotiation, rejection, and/or recharacterization of the Personal Property Contracts.

Specifications and Limitations

- Purchaser shall have the right to use the Limited Use Personal Property only for the purposes for which the Limited Use Personal Property is being used, planned to be used, or capable of being used on the Closing Date.
- Notwithstanding anything herein to the contrary, Purchaser shall accept this right to use the Limited Use Personal Property in an “as is” condition on the Closing Date.
- Purchaser shall control all (i) negotiations and communications with the other parties to each Personal Property Contract regarding the substance, renewal, amendment or reformation of such Personal Property Contract and (ii) litigation or other disputes regarding each Personal Property Contract, including any rejection, partial rejection or action to recharacterize any such contract. In addition, upon the direction of Purchaser, the Sellers shall execute and deliver any such renewal or amendment of any Personal Property Contract, where such Personal Property Contract (as amended) will thereafter be assumed by a Seller and assigned to Purchaser.
- Purchaser’s insurance, care and maintenance of the Limited Use Personal Property shall be subject in all respects to the terms and conditions of the Personal Property Contract.
- Until the End Date applicable to any Limited Use Personal Property, Purchaser shall perform the obligations of Sellers under the Personal Property Contract, as and to the extent Sellers are required to perform such obligations under applicable law, including the Bankruptcy Code.

Service Termination Date

- December 31, 2013

Service Fee

- In addition to any amounts due pursuant to Section 6.6(e) of the Purchase Agreement, with respect to the period after the Closing Date and until the End Date for each Personal Property Contract, Purchaser shall pay Sellers all out-of-pocket costs and expenses incurred by Sellers, including attorney's and expert fees, in connection with any negotiation or dispute with respect to such Personal Property Contract.
- If Section 6.6(e) does not apply to a Personal Property Contract, with respect to the period after the Closing Date and until the End Date for each Personal Property Contract, Purchaser shall pay Sellers all amounts payable by Sellers under such Personal Property Contract, and any contracts or agreements entered into in connection therewith, whether such amounts are payable to the counterparty to the Personal Property Contract or to any third party.
- If the End Date occurs in accordance with clause (iv) of the definition of "End Date" by notice to the Seller, then, until such time as the applicable Personal Property Contract has been rejected pursuant Section 365 of the Bankruptcy Code by the respective Seller, Purchaser shall pay Sellers all amounts payable by Sellers under such Personal Property Contract, and any contracts or agreements entered into in connection therewith, whether such amounts are payable to the counterparty to the Personal Property Contract or to any third party; provided that Sellers shall promptly act to reject such Personal Property Contract.

5. Management of and Services under Seller TSA Executory Contracts.

Description of Service

- Allow Purchaser to manage and exercise rights under, for its own account, the Seller TSA Executory Contracts (defined below).
- At the request of Purchaser (including as to amounts, quantity, timing, specifications or otherwise) and for the benefit of Purchaser, Sellers will assist Purchaser with obtaining, directly or indirectly, goods, services and other benefits (and taking other actions) under the Seller TSA Executory Contracts, in accordance with the terms and conditions of the Seller TSA Executory Contracts.
- To the extent requested by Purchaser and to the extent permitted under the applicable Seller TSA Executory Contract, the appropriate Sellers shall extend a sublicense to Purchaser with respect to such Seller TSA Executory Contract.
- "Seller TSA Executory Contracts" means each Executory Contract for which Purchaser is obligated, pursuant to Section 6.6(e) of the Purchase Agreement, to pay or cause to be paid all amounts due in respect of Sellers' performance thereunder, including any Shared Executory Contract; provided that Limited Facilities Leases and Personal Property Contracts shall not be Seller TSA Executory Contracts.

Specifications and Limitations

- Sellers shall not order any goods or services or exercise any rights pursuant to a Seller TSA Executory Contract, except at the request and on behalf of Purchaser; provided that with respect to any Shared Executory Contract, Sellers may order goods or services for their own account.

- Purchaser shall perform the obligations of Sellers under the terms and conditions of the Seller TSA Executory Contracts, as and to the extent Sellers are required to perform such obligations under applicable law, including the Bankruptcy Code.
- Such services will be provided during the period beginning on the Closing Date and ending, with respect to each Seller TSA Executory Contract, on the date the applicable Executory Contract is no longer a Seller TSA Executory Contract.

Service Termination Date

- December 31, 2013

Service Fee

- No cost, except as otherwise specified in Section 6.6(e) of the Purchase Agreement.

SCHEDULE C-2

SELLER LISTED FACILITIES

	Site Name	Property Address	Usable Square Feet
1.	GMPT – Massena	Route 37 East, Massena, NY 13662-0460	815,477
2.	GMVM - Moraine Assembly ⁵	2601 West Stroop Road Moraine, OH 45439	3,750,503
3.	Stamping – Pittsburgh	1451 Lebanon School Road, West Mifflin, PA 15122	808,474
4.	Romulus Engineering Center	37350 Ecorse Road Romulus, MI 48174-1376	267,338
5.	Pontiac Fiero Site	900 Baldwin Avenue Pontiac, MI 48340	1,772,174
6.	Pontiac Centerpoint Campus – West	660 South Boulevard East Pontiac, MI 48341	580,000
7.	Pontiac Centerpoint Campus – Central	2000 Centerpoint Parkway Pontiac, MI 48341-3147	990,000

⁵ Does not include the GMPT - Moraine (DMAX) improvements and associated real property.

SCHEDULE C-3

LIMITED USE FACILITIES

	Facility Name	Address	City	State
1.	Fuel Cell Activity	3050 Lomita Boulevard	Torrance	California
2.	RFO Design Hollywood	5350 Biloxi Avenue	North Hollywood	California
3.	SPO - Fontana	11900 Cabernet Drive	Fontana	California
4.	Republic Square I	25 Massachusetts Avenue N.W.	Washington	District of Columbia
5.	Huntington Centre I	2901 SW 149th Avenue	Miramar	Florida
6.	SPO - Jacksonville	12751 Gran Bay Parkway West	Jacksonville	Florida
7.	COB - Alpharetta	11700 Great Oaks Way	Alpharetta	Georgia
8.	COB - Naperville	387 Shuman Boulevard	Naperville	Illinois
9.	RFO – Training Center - Hinsdale, IL	336 East Ogden Avenue	Hinsdale	Illinois
10.	GMPT - Indianapolis Castleton	7601 E. 88th Pl	Castleton	Indiana
11.	SPO - Boston	45 Commerce Way	Norton	Massachusetts
12.	EAS Lease Assumption	TBD	Saginaw	Michigan
13.	Flint Flowthrough Warehouse	4002 James Cole Blvd	Flint	Michigan
14.	GM Heritage Center	6400 Center Drive	Sterling Heights	Michigan
15.	Great Lakes Technical Center	South Saginaw Street	Flint	Michigan
16.	Phoenix Center	31 East Judson Street	Pontiac	Michigan
17.	SPO - Burton	1215 North Center Road	Burton	Michigan
18.	SPO - Davison Road Processing Center	4134 Davison Road	Burton	Michigan
19.	SPO - Ypsilanti (Business Center II)	2625 Tyler Road	Ypsilanti	Michigan
20.	SPO - Ypsilanti (SPO Business Center I)	2625 Tyler Road	Ypsilanti	Michigan
21.	SPO Process Engineering Lab	3023 Airpark Drive N	Flint	Michigan

	Facility Name	Address	City	State
22.	Sterling Heights Tooling Center	33500 Mound Road	Sterling Heights	Michigan
23.	Troy - OnStar Engineering	2321 John R Road	Troy	Michigan
24.	Troy Technology Park	1870 Technology Drive	Troy	Michigan
25.	Willow Run Airport Facility (associated with GMPT Willow Run, Ypsilanti, MI)	Willow Run Airport	Wayne and Washtenaw Counties	Michigan
26.	SPO South West Bulk Center	125 Fountain Lakes Industrial Drive	St. Charles	Missouri
27.	COB - Somers	1 Pepsi Way P.O. Box 8500	Somers	New York
28.	Fuel Cell Activity	10 Carriage Street	Honeoye Falls	New York
29.	RFO On-Star Charlotte NC	10101 Claude Freeman Drive	Charlotte	North Carolina
30.	SPO - Cincinnati	8752 Jacquemin Drive	Westchester	Ohio
31.	SPO - Columbus	6000 Green Pointe Drive	Groveport	Ohio
32.	SPO West Chester	9287 Meridian Way	Westchester	Ohio
33.	COB - Irving	225 E John Carpenter Fwy	Irving	Texas
34.	SPO - Fort Worth	301 Freedom Drive	Roanoke	Texas
35.	VSSM Call Center - Austin	7401 E. Ben White Boulevard 3	Austin	Texas
36.	SPO East Coast Bulk Center	891 Auto Parts Place	Martinsburg	West Virginia

SCHEDULE C-4

PERSONAL PROPERTY CONTRACTS

1. Master Lease Agreement dated March 17, 2000, between General Motors Corporation, NAO Worldwide Purchasing Division and The LGR Group, Inc.
2. Master Lease Agreement dated October 19, 2001, between General Motors Corporation and Pacific Rim Capital, Inc.
3. Master Lease Agreement dated November 14, 1994, between Saturn Corporation and First American Capital Management Group, Inc.
4. Master Lease Agreement dated May 1, 1995, between General Motors Corporation and First American Capital Management Group, Inc.
5. Master Lease Agreement dated November 8, 1995, between Saturn Corporation and Chancellor Fleet Corporation
6. Master Lease Agreement dated January 10, 1997, between Saturn Corporation and Yale Financial Services, Inc.
7. Master Lease Agreement dated May 16, 2000, between General Motors Corporation and First American Capital Management Group, Inc.
8. Master Lease Agreement dated March 1, 1997, between General Motors of Canada Limited and CALI Leasing Canada Ltd.
9. Master Lease Agreement dated August 20, 2000, between General Motors Corporation and Fort Street Capital, L.L.C.
10. Master Lease Agreement dated December 22, 1999, between General Motors Corporation and Newcourt Technologies Corporation
11. Master Lease Agreement dated October 29, 1997, between Saturn Corporation and Connell Equipment Leasing Company
12. Master Lease Agreement dated September 5, 2000, between General Motors of Canada Limited and Heller Financial Canada, LTD
13. Lease Agreement (GM 2004A-1) dated as of September 17, 2004 between U.S. Bank Trust National Association and General Motors Corporation
14. Lease Agreement (GM 2004A-2) dated as of September 17, 2004 between U.S. Bank Trust National Association and General Motors Corporation
15. Lease Agreement (GM 2003-A) dated as of December 23, 2003 between U.S. Bank Trust National Association and General Motors Corporation

16. Lease Agreement (GM 2003B-1) dated as of September 30, 2003 between U.S. Bank Trust National Association and General Motors Corporation
17. Lease Agreement (GM 2003C-1) dated as of December 10, 2003 between U.S. Bank Trust National Association and General Motors Corporation
18. Lease Agreement (GM 2002A-1) dated as of December 20, 2002 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
19. Lease Agreement (GM 2002A-2) dated as of December 20, 2002 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
20. Lease Agreement (GM 2001A-1) dated as of December 18, 2001 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
21. Lease Agreement (GM 2001A-2) dated as of December 18, 2001 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
22. Lease Agreement (GM 2001A-3) dated as of December 18, 2001 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
23. Lease Agreement (GM 2001A-4) dated as of December 18, 2001 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
24. Lease Agreement (GM 2001A-5) dated as of December 18, 2001 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
25. Lease Agreement (GM 2001A-6) dated as of December 18, 2001 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
26. Lease Agreement (GM 2001A-7) dated as of December 18, 2001 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
27. Lease Agreement (GM 2001A-8) dated as of December 18, 2001 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation

28. Lease Agreement (GM 2000A-1) dated as of December 15, 2000 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
29. Lease Agreement (GM 2000A-2) dated as of December 15, 2000 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
30. Lease Agreement (GM 2000A-3) dated as of December 15, 2000 between State Street Bank and Trust Company of Connecticut, National Association and General Motors Corporation
31. Lease Agreement (GM 91A-3) dated as of September 27, 1991 between the Connecticut National Bank and Saturn Corporation

SCHEDULE D

SELLER EXCLUDED SERVICES

Not applicable.

SCHEDULE E

PAYMENT TERMS

1. *General Consideration.* Sellers and Purchaser shall pay the price, in U.S. Dollars, for each Transition Service as set forth on Schedule A and Schedule C, respectively; as well as any amounts required to be paid pursuant to **Section 7.3** of the Agreement.
2. *Invoices.* Except as otherwise provided in this Agreement, within 30 days after the end of each calendar month, Purchaser or the respective Service Provider shall submit one or more reasonably detailed invoices to Parent or the respective Receiving Party for all Purchaser Transition Services provided during such calendar month pursuant to this Agreement and Sellers or the respective Service Provider shall submit one or more reasonably detailed invoices to Purchaser or the respective Receiving Party for all Seller Transition Services provided during such calendar month pursuant to this Agreement.
3. *Time of Payment.* Invoices for Transition Services shall be due and payable in accordance with the MNS-2 system, which provides, on average, for payment on the second day of the second month following the date of the invoice or if such MNS-2 system is not utilized, within 40 days after receipt.
4. *Interest Arrears.* If the Receiving Party fails to pay when due any invoiced amounts in respect of Transition Services, the Receiving Party shall pay interest on the unpaid amount at the Libor-Plus Rate from the date due until the date paid, without prejudice to and in addition to any other remedy available to the Service Provider under the Agreement or at law.

**Amended and Restated Master Sale & Purchase Agreement
Exhibit V**

Form of Assignment and Assumption of Real Property Leases

EXHIBIT V

FORM OF OMNIBUS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASES AND GUARANTIES

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASES AND GUARANTIES (this "Assignment"), dated as of /_____/, 2009, is made by and among General Motors Corporation, a Delaware corporation ("Parent"), Saturn LLC, a Delaware limited liability company f/k/a Saturn Corporation, a Delaware corporation ("S LLC"), and Saturn Distribution Corporation, a Delaware corporation ("S Distribution" and together with Parent and S LLC, each an "Assignor," and collectively, "Assignors"), and *[NGMCO, Inc]*, a Delaware *[corporation]* ("Assignee"). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignors, Assignee and Chevrolet-Saturn of Harlem, Inc. are parties to that certain Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009 (the "Purchase Agreement"); and

WHEREAS, the Purchase Agreement requires Assignors to convey and transfer to Assignee, and Assignee to assume, all of Assignors' right, title and interest, whether as landlord, sublandlord, tenant or subtenant, as the case may be, in, to and under (i) the leases and subleases listed on Exhibit A attached hereto (collectively, the "Leases"), together with all rights, options, interests and benefits thereunder (including, without limitation, any guaranties and security deposits (together with all accrued interest thereon) held thereunder where Assignor is a landlord or sublandlord) (collectively, the "Lease Additional Rights"), and (ii) the guaranties listed on Exhibit B attached hereto (collectively, the "Guaranties"), together with all rights and obligations thereunder (collectively, the "Guaranty Additional Rights").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. As of the Closing, Assignors hereby sell, assign, transfer, convey and deliver unto Assignee, its successors and assigns, all of the right, title and interest that Assignors possess in, to and under (i) the Leases, together with all Lease Additional Rights thereunder, excluding therefrom, any Retained Liabilities associated with the Leases and the Additional Rights, if any, and (ii) the Guaranties, together with all Guaranty Additional Rights thereunder, excluding therefrom, any Retained Liabilities associated with the Guaranties and the Guaranty Additional Rights, if any.

2. Assumption. Assignee hereby accepts such assignment of the Leases, together with the Lease Additional Rights and the Guaranties, together with the Guaranty Additional Rights, and hereby assumes, and agrees to be bound by, and to keep, observe and perform, all of the terms, covenants, conditions, duties and obligations of and under the Leases

and Guaranties that arise from and after the Closing, excluding therefrom, any Retained Liabilities associated with the Leases, Guaranties, the Lease Additional Rights and the Guaranty Additional Rights, if any.

3. Rentals, Taxes and Deposits. All advance rental payments, real estate taxes and other payments made or received by Assignor under the Leases shall be prorated between Assignor and Assignee as of the Closing of this Assignment in accordance with the terms of the Purchase Agreement.

4. Conflicts with Purchase Agreement. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including the representations, warranties, covenants and agreements set forth in the Purchase Agreement), all of which are incorporated herein by reference. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

5. Successors and Assigns; No Third Party Beneficiaries. This Assignment is for the sole benefit of Assignors, Assignee and their respective successors and permitted assigns, and nothing express or implied in this Assignment is intended or shall be construed to confer upon or give to any Person, other than Assignors, Assignee and their respective successors and permitted assigns, any legal or equitable Claims of any nature whatsoever under or by reason of this Assignment.

6. Modification. This Assignment may not be amended or modified in any manner except by a written agreement executed by each of the Parties.

7. Governing Law. The construction, interpretation and other matters arising out of or in connection with this Assignment shall in all respects be governed by and construed (a) to the extent applicable, in accordance with the Bankruptcy Code, (b) to the extent the Bankruptcy Code is not applicable, in accordance with the Laws of the State of New York, without giving effect to rules governing the conflict of laws and (c) to the extent required by Law with respect to the enforcement of any Lease or Guaranty, the Law of the jurisdiction where the premises underlying the applicable Lease or Guaranty is located.

8. Construction of Assignment. This Assignment shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Assignor and Assignee have contributed substantially and materially to the preparation of this Assignment.

9. Severability. If any provision of this Assignment is held to be invalid or unenforceable, then, to the extent that such invalidity or unenforceability shall not deprive either party of any material benefit intended to be provided by this Assignment, the remaining provisions of this Assignment shall remain in full force and effect and shall be binding upon the parties hereto.

10. Captions. The captions of this Assignment are for convenience of reference only and do not in any way limit or amplify the terms hereof.

11. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. All signatures of Assignors may be transmitted by facsimile or electronic submission, and each such facsimile signature or electronic delivery signature (including a pdf signature) shall, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and shall be binding upon such Party.

[Remainder of the page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Omnibus Assignment and Assumption of Real Property Leases and Guaranties as of the day and year first above written.

GENERAL MOTORS CORPORATION

By: _____
Name: [_____] /
Title: [_____] /

SATURN LLC

By: _____
Name: [_____] /
Title: [_____] /

SATURN DISTRIBUTION CORPORATION

By: _____
Name: [_____] /
Title: [_____] /

[NGMCO, INC.]

By: _____
Name: [_____] /
Title: [_____] /

EXHIBIT A

[forthcoming]

EXHIBIT B

[forthcoming]

**Amended and Restated Master Sale & Purchase Agreement
Exhibit W**

Form of Assignment & Assumption of Harlem Lease

EXHIBIT W

FORM OF ASSIGNMENT AND ASSUMPTION OF HARLEM LEASE

THIS ASSIGNMENT AND ASSUMPTION OF DEALERSHIP SUB-SUB-SUBLEASE (this "Assignment"), dated as of _____, 2009, is made by and among CHEVROLET-SATURN OF HARLEM, INC., a Delaware corporation ("Assignor"), and [_____/], a Delaware [*limited liability company*] ("Assignee"). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor, Assignee and certain other parties are parties to that certain Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009 (the "Purchase Agreement"); and

WHEREAS, Argonaut Holdings, Inc., as landlord, and Assignor, as tenant, are parties to that certain Dealership Sub-Sub-Sublease dated as of February 8, 2006 October 11, 1985, as amended by that certain Amendment to Lease of Land dated as of [_____/], 2009 (the "Lease"), relating to certain premises located at 2485 Second Avenue, New York, New York (the "Premises"); and

WHEREAS, the Purchase Agreement requires Assignor to convey and transfer to Assignee, and Assignee to assume, all of Assignor' right, title and interest, as tenant, in, to and under the Lease, together with all rights, options, interests, liabilities, obligations and benefits thereunder (collectively, the "Additional Obligations").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. As of the Closing, Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee, its successors and assigns, all of the right, title and interest that Assignor possesses in, to and under the Lease, together with all Additional Obligations thereunder, excluding therefrom, any Retained Liabilities associated with the Lease and the Additional Obligations, if any.

2. Assumption. Assignee hereby accepts such assignment of the Lease, together with the Additional Obligations, and hereby assumes, and agrees to be bound by, and to keep, observe and perform, all of the terms, covenants, conditions, duties and obligations of and under the Lease that arise from and after the Closing, excluding therefrom, any Retained Liabilities associated with the Lease and the Additional Obligations, if any.

3. Rentals, Taxes and Deposits. All advance rental payments, real estate taxes and other payments made or received by Assignor under the Lease shall be prorated

between Assignor and Assignee as of the Closing of this Assignment in accordance with the terms of the Purchase Agreement.

4. Conflicts with Purchase Agreement. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including the representations, warranties, covenants and agreements set forth in the Purchase Agreement), all of which are incorporated herein by reference. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

5. Successors and Assigns; No Third Party Beneficiaries. This Assignment is for the sole benefit of Assignor, Assignee and their respective successors and permitted assigns, and nothing express or implied in this Assignment is intended or shall be construed to confer upon or give to any Person, other than Assignor, Assignee and their respective successors and permitted assigns, any legal or equitable Claims of any nature whatsoever under or by reason of this Assignment.

6. Modification. This Assignment may not be amended or modified in any manner except by a written agreement executed by each of the Parties.

7. Governing Law. The construction, interpretation and other matters arising out of or in connection with this Assignment shall in all respects be governed by and construed (a) to the extent applicable, in accordance with the Bankruptcy Code, (b) to the extent the Bankruptcy Code is not applicable, in accordance with the Laws of the State of New York, without giving effect to rules governing the conflict of laws and (c) to the extent required by Law with respect to the enforcement of any Lease, the Law of the jurisdiction where the Premises is located.

8. Construction of Assignment. This Assignment shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Assignor and Assignee have contributed substantially and materially to the preparation of this Assignment.

9. Severability. If any provision of this Assignment is held to be invalid or unenforceable, then, to the extent that such invalidity or unenforceability shall not deprive either party of any material benefit intended to be provided by this Assignment, the remaining provisions of this Assignment shall remain in full force and effect and shall be binding upon the parties hereto.

10. Captions. The captions of this Assignment are for convenience of reference only and do not in any way limit or amplify the terms hereof.

11. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. All signatures of Assignor and Assignee may be transmitted by facsimile or electronic submission, and each such facsimile signature or electronic

delivery signature (including a pdf signature) shall, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and shall be binding upon such Party.

[Remainder of the page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Dealership Sub-Sub-Sublease as of the day and year first above written.

CHEVROLET-SATURN OF HARLEM, INC.

By: _____
Name: [_____] /
Title: [_____] /

[_____] /

By: _____
Name: [_____] /
Title: [_____] /

Argonaut Holdings, Inc., a Delaware corporation, hereby consents to the foregoing assignment and assumption as the landlord under the Lease.

ARGONAUT HOLDINGS, INC.

By: _____
Name: [_____] /
Title: [_____] /

**Amended and Restated Master Sale & Purchase Agreement
Exhibit X**

Form of Master Lease Agreement

EXHIBIT X
FORM OF MASTER LEASE AGREEMENT¹

MASTER LEASE AGREEMENT
(Excluded Manufacturing Assets)

between

GENERAL MOTORS CORPORATION,
a Delaware corporation
(“Landlord”)

and

[LEASECO]²,
a Delaware corporation
(“Tenant”)

Dated: _____, 2009

¹ Subject to confirmation and agreement by Purchaser and Sellers that in light of the nature of this Master Lease Agreement, the terms and pricing contained herein represent Arms-Length Basis provisions.

² LEASECO will be a newly formed entity that is wholly-owned by Purchaser, and its only assets will be the leasehold interest in the Premises and the Tenant Trade Fixtures and Personal Property.

TABLE OF CONTENTS

Section	Page
1. LEASE SCHEDULE AND EXHIBITS	1
2. AGREEMENT TO LEASE	1
3. LEASE TERM	1
4. RENTAL PAYMENTS	1
4.1 Rent	1
4.2 Utilities	2
4.3 Interest on Late Payments	2
5. USE	2
6. TAXES	3
7. CONDITION OF PREMISES	3
8. MAINTENANCE	3
8.1 Capital Repairs	3
8.2 Tenant's Maintenance	4
9. ASSIGNMENT AND SUBLETTING	4
9.1 By Tenant	4
10. LANDLORD'S TITLE AND QUIET ENJOYMENT	4
11. ALTERATIONS AND IMPROVEMENTS; LIENS	5
11.1 Alterations, Additions and Improvements	5
11.2 Liens	5
12. TENANT TRADE FIXTURES AND PERSONAL PROPERTY	5
13. INSURANCE	6
13.1 Tenant's Insurance	6
13.2 Form of Insurance	6
13.3 Form of Insurance	Error! Bookmark not defined.
14. DAMAGE AND CONDEMNATION	7
14.1 Damage or Destruction	7
14.2 Condemnation	7
15. RETURN OF PREMISES; FACILITY IDLING PROCESS	8

16. HOLDOVER.....9

17. EVENTS OF DEFAULT; REMEDIES.....9

 17.1 Events of Default9

 17.2 Remedies.....10

 17.3 Landlord Defaults10

 17.4 Limitation on Liability.....11

18. ENVIRONMENTAL.....11

 18.1 Definitions.....11

 18.2 Agreements regarding Environmental Matters.....12

19. NOTICE.....13

20. ENTRY UPON PREMISES13

21. GENERAL PROVISIONS14

 21.1 Brokerage.....14

 21.2 Amendments.....14

 21.3 Severability14

 21.4 Attorney’s Fees14

 21.5 Time of Essence.....14

 21.6 Waiver.....14

 21.7 Successors and Assigns.....14

 21.8 Governing Law14

 21.9 Estoppel Agreements15

 21.10 Subordination, Non-Disturbance Agreement.....15

 21.11 Intentionally Omitted.....15

 21.12 Force Majeure15

 21.13 Consent15

 21.14 Time Period for Payment.....15

 21.15 Execution of Lease.....16

 21.16 Counterparts.....16

 21.17 Confidentiality16

 21.18 Jurisdiction for Dispute Resolution.16

 21.19 Gender.....17

22. WAIVER OF LANDLORD LIEN17

23. CONTRACTION RIGHT.....17

24. GUARANTY18

Exhibit A - Premises

Exhibit B - Target End Dates

Exhibit C - Rent

Exhibit D - Form of Guaranty

LEASE SCHEDULE

This Lease Schedule is made a part of that certain Master Lease Agreement (Excluded Manufacturing Assets) attached hereto, including all Exhibits (the "Lease"), between Landlord and Tenant (as such terms are defined below).

1. Landlord: **General Motors Corporation**, Delaware corporation.
2. Tenant: **[LEASECO]**, a Delaware corporation.
3. Date of Lease: **[_____]**, 2009.
4. Premises: The term "Premises" shall mean (a) the land owned by Landlord (the "Land") at the common addresses set forth on Exhibit A attached hereto and made a part hereof, (b) the building or buildings located on the Land (the "Buildings"), (c) any other improvements located on the Land (collectively with the Buildings, the "Improvements"), and (d) and all appurtenances belonging to or in any way pertaining to said Land and Improvements, subject to Section 23 hereof.
5. Facility: Each separate property listed on Exhibit A, including the Land, Buildings, Improvements and appurtenances related thereto.
6. Longer Term Facility: Collectively, the Mansfield Facility and the Grand Rapids Facility (as defined on Exhibit A).
7. Commencement Date: **[_____]**, 2009.
8. Production Period: With respect to each Facility, the date commencing on the Commencement Date and expiring on the date set forth in a written notice delivered by Tenant to Landlord with respect to one or more Facilities (each, a "Production End Notice") that a production run has ended at such Facility. Tenant shall deliver a Production End Notice within ten (10) business days after production has ceased at the applicable Facility or Facilities.
9. Idling Period: With respect to each Facility, the period commencing on the date set forth in the Production End Notice and expiring on the Termination Date.
10. Target End Dates: See Exhibit B.

- 11. Termination Dates: See Section 3.
- 12. Outside Termination Date: See Section 3.
- 13. Term: The term commencing on the Commencement Date and expiring on the Termination Date with respect to each Facility, but in no event later than the Outside Termination Date.
- 14. Contraction Right: See Section 23.
- 15. Rent: See Section 4 and Exhibit C.
- 16. Use: See Section 5.

17. Landlord's Address: [_____] /
[_____] /
Attn: [_____] /
Fax: [_____] /
E-mail: [_____] /

With a copy to:

[_____] /
[_____] /
Attn: [_____] /
Fax: [_____] /
E-mail: [_____] /

18. Tenant's Address: [_____] /
[_____] /
Attn: [_____] /
Fax: [_____] /
E-mail: [_____] /

With a copy to:

[_____] /
[_____] /
Attn: [_____] /
Fax: [_____] /
E-mail: [_____] /

19. Guarantor: [_____] /, a Delaware limited liability company

MASTER LEASE AGREEMENT

THIS LEASE is made and entered into as the date set forth on the Lease Schedule to which this Lease is attached (the "Lease Schedule") by and between Landlord and Tenant.

WHEREAS, Landlord owns the Land and the Improvements and the appurtenances thereto, which together comprise the Premises; and

WHEREAS, Tenant desires to lease the Premises on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration for the mutual covenants herein contained, and other valuable consideration, the parties agree as follows:

1. **LEASE SCHEDULE AND EXHIBITS.** The Lease Schedule and all Exhibits attached hereto are hereby incorporated herein by this reference. All capitalized terms used herein that are not specifically defined herein shall have the meanings set forth on the Lease Schedule. The Tenant and the Landlord are collectively referred to herein as the "Parties".

2. **AGREEMENT TO LEASE.** Upon the terms and conditions set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises and any and all fixtures, machinery, equipment and personal property (collectively, the "Landlord Fixtures and Personal Property") owned or leased by Landlord, used in connection with the operation, maintenance and/or repair of the Facilities as of the Commencement Date and located on the Premises.

3. **LEASE TERM.** Unless sooner terminated or extended pursuant to the terms hereof, the term of this Lease (the "Term") shall commence as of the Commencement Date and shall end on the respective Termination Date with respect to each Facility. The "Termination Date" with respect to each Facility is the date, after the Target End Date, that is thirty (30) days after Tenant notifies Landlord in writing that this Lease will terminate with respect to such Facility, provided that the Termination Date shall not be later than (a) December 31, 2013 with respect to the Longer Term Facilities or (b) the date that is twelve (12) months after the Target End Date with respect to any other Facility (each, an "Outside Termination Date").

4. **RENTAL PAYMENTS**

4.1 **Rent.** During a Production Period with respect to each Facility, Tenant shall pay to Landlord annual base rent equal to One Dollar (\$1.00) per useable square foot, as set forth in Exhibit C (the "Rent"), in monthly installments, on or before the first day of each calendar month during the Term hereof. Rent shall be paid to Landlord at Landlord's Address (as defined in the Lease Schedule) and Rent for any partial months shall be prorated based on the total number of days in that month. Landlord and Tenant hereby stipulate that the useable square footage with respect to each Facility is set forth on Exhibit A, provided that Landlord and Tenant hereby acknowledge that Tenant leases and is obligated to pay expenses associated with the entirety of each Facility during the Term, each in accordance with the terms of this Lease. All payments by Tenant shall be made in lawful money of the United States. During an Idling Period with respect to each Facility, Tenant shall have no further obligation to pay Rent allocable

to such Facility, but Tenant shall be obligated to pay all other amounts payable hereunder with respect to such Facility other than taxes on Landlord Fixtures and Personal Property located on such Facility through the Termination Date. Notwithstanding the foregoing, if Tenant has not surrendered a Facility within twelve (12) months after the Target End Date with respect to such Facility, Tenant shall thereafter resume paying Rent on a monthly basis from and after such date, provided that the monthly amount payable during such period shall be equal to fifty percent (50%) of the monthly Rent due in the month in which the Production Period ended, plus all other amounts due and payable hereunder with respect to such Facility through the earlier of (a) the date on which Tenant surrenders the Facility to Landlord or (b) December 31, 2013.

4.2 Utilities and Services. From and after the Commencement Date, Tenant shall promptly pay for all utilities and other services (including, but not limited to, water, site coordination, management and oversight, security, sewage service charges, garbage or trash removal, fuels, including natural gas, and electricity, including electricity for any heating, ventilating and air conditioning in the Premises) furnished to and or used in or at the Premises for any purpose. Notwithstanding the foregoing, to the extent such utilities or services are provided to a Facility pursuant to an agreement to which Landlord (as opposed to Tenant) is a party, Landlord shall deliver to Tenant upon receipt any invoices it receives for such services provided to such Facility after the Commencement Date and Tenant shall pay such invoice on or before the due date thereof.

4.3 Interest on Late Payments. In the event that Tenant fails to pay Rent or any other sum due under any provisions of this Lease when due, and such amount is not paid within fifteen (15) business days after the date on which Rent or such other sum is due as herein provided, then such sum shall bear interest thereafter, without prejudice to and in addition to any other remedy available to the Landlord under this Lease or at law, at a rate equal to, on any date, the sum of (i) the average (rounded to the nearest 1/16th of one percent) of the London Interbank Offered Rates for three-month United States dollar-denominated deposits, as published in the Wall Street Journal on such date and (ii) 500 basis points, but in no event greater than the maximum rate then permitted under applicable law (the "Default Rate").

5. USE. Tenant may use the Premises in the manner in which the Premises were used by [*General Motors Corporation*] prior to the Commencement Date, for any uses associated with the winddown of production on the Premises, and for any other uses incidental thereto. Tenant may not use the Premises for any other use unless such use is consented to in writing by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall comply in all material respects with all laws, regulations and other governmental requirements relating to its use and occupancy of the Premises, provided that, notwithstanding the foregoing, Tenant shall not be obligated to cure any such violations or conditions in existence on the Commencement Date, which shall remain the obligation of Landlord, and Tenant may contest any alleged violation of laws, regulations and other government regulations so long as the Tenant, in good faith and with due diligence, contests the same or the validity thereof by appropriate legal proceeding and provided that upon final adjudication of such proceeding Tenant shall immediately pay any amounts due or comply therewith. During the Term, Landlord may enter upon the Premises to remove any fixtures, machinery, equipment and personal property that are owned or leased by Landlord and not used by Tenant, provided that Landlord shall (i) notify Tenant not less than three (3) business days prior to such entry, (ii) not

unreasonably interfere with Tenant's operations or removal of Tenant's Trade Fixtures and Personal Property on the Premises and must be accompanied by a representative of Tenant made available by Tenant, and (iii) provide Tenant a list of items Landlord intends to remove from the Premises. Upon expiration of a Production Period with respect to any Facility, Landlord may enter upon such Facility and remove any Landlord Fixtures and Personal Property, provided that Landlord satisfies conditions (i)-(iii) in the previous sentence.

6. **TAXES.** All real property taxes or special improvement taxes payable against the Premises, all property taxes levied or assessed against the Landlord Fixtures and Personal Property (but only during the Production Period with respect to each Facility), and all property taxes levied or assessed against the Tenant Trade Fixtures and Personal Property (including all penalties and interest thereon), which may be assessed, levied, imposed upon the same, or any use or occupancy of the Premises, for any period within the Term of this Lease, shall be paid by Tenant, before they become delinquent. Landlord shall deliver copies of all tax bills it receives to Tenant within ten (10) business days after receipt thereof. Tenant shall deliver to Landlord duplicate receipts and canceled checks or photocopies thereof showing the payments of all such taxes and assessments, within thirty (30) days after respective payments evidenced thereby, but in no event after any such payment is required to be made hereunder. Provided no Event of Default shall have occurred and be continuing hereunder, Tenant may contest any tax or assessment upon or against the Premises, or any part thereof, or the improvements at any time situated thereon, so long as the Tenant shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceeding which shall have the effect of preventing the collection of the tax or assessment so contested, and provided that upon final adjudication of such proceeding Tenant shall immediately pay any amounts due. The obligations of Tenant under this provision shall survive the expiration or termination of the Lease.

7. **CONDITION OF PREMISES.** Tenant acknowledges that it accepts the Premises and the Landlord Fixtures and Personal Property in their "As-Is" condition on the Commencement Date. Except as expressly set forth herein, Tenant enters into this Lease without any representations or warranties on the part of Landlord, express or implied, as to the condition of the Premises or the Landlord Fixtures and Personal Property, including, but not limited to, the cost of operations and the condition of its fixtures, improvements and systems.

8. **MAINTENANCE.**

8.1 **Capital Repairs.** Neither Landlord nor Tenant shall be required to make any extraordinary or capital repairs to or replacements of the Facilities or the Landlord Fixtures and Personal Property. In the event either Landlord or Tenant elect in its sole discretion to make any extraordinary or capital repairs or replacements, such work shall be commenced and completed in accordance with applicable laws, in a workmanlike manner using materials of a good quality and, as to Landlord, in a manner which does not unreasonably disrupt or interfere with the business activities of Tenant. If Tenant elects to make any capital repairs to or replacements of any of the Facilities or any of the Landlord Fixtures and Personal Property, Tenant may remove equipment or other personal property installed or purchased by Tenant in connection therewith upon expiration of the Term with respect to any Facility, provided that any such removal shall be performed in accordance with Section 15 hereof.

8.2 Tenant's Maintenance. Subject to the limitations set forth in Section 8.1 hereof, during the Production Period, Tenant shall keep and maintain the Landlord Fixtures and Personal Property and the Facilities, including all structural components, exterior doors and windows, and all interior and exterior load-bearing walls, underground utility and sewer pipes, driveways, parking lots, fire protection sprinkler system and all interior and exterior painting, interior plumbing, heating, air conditioning, ventilation, electrical, interior walls, ceilings, floors, windows, doors, sidewalks, and landscaping (including performing snow removal), in substantially the order, repair and working condition in which the Improvements are in as of the Commencement Date, subject to reasonable wear and tear and damage from fire, any other casualty or condemnation and/or the willful acts or omissions of Landlord and its agents, employees, contractors or representatives. All such work shall be commenced and completed in accordance with applicable laws, in a workmanlike manner using materials of a good quality. During the Idling Period, Tenant's obligations with respect to the maintenance of the Landlord Fixtures and Personal Property and the Facilities shall be governed by Section 15 hereof.

9. ASSIGNMENT AND SUBLETTING.

9.1 By Tenant. Subject to the terms of this Section 9, this Lease shall not be assigned by Tenant to any other party, and Tenant shall have no right to sublet the Premises or any part thereof or otherwise permit all or any portion of the Premises to be occupied by any party other than Tenant or Tenant's affiliates (collectively or individually, a "Transfer"), without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Landlord be entitled to recapture the Premises in connection with a request that Landlord consent to a Transfer. Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign this Lease or sublease or permit occupancy of all or any portion of Premises to any business entities directly or indirectly, controlling, controlled by or under common control with Tenant, or to successors to Tenant by merger, consolidation, reorganization or purchase of Tenant (which shall include, without limitation, the transfer of the voting stock of Tenant or other change in control of Tenant), or to a purchaser of all or substantially all of the assets of Tenant (each a "Permitted Transfer"). In the case of any assignment of this Lease constituting a Permitted Transfer or any other assignment of this Lease to which Landlord consents, Tenant shall not be relieved from any obligations that accrue under this Lease from and after the date of such Permitted Transfer or other assignment of this Lease unless (i) Landlord is reasonably satisfied that such assignee has the financial ability to fulfill all of the Tenant's obligations hereunder, and (ii) the assignee assumes all of Tenant's obligations under this Lease from and after the date of the Permitted Transfer or other assignment and agrees to be bound by all of the terms, covenants and conditions of this Lease. Any attempted assignment or sublease contrary to the terms and provisions of this Section 9.1 shall be void and of no force and effect.

10. LANDLORD'S TITLE AND QUIET ENJOYMENT. Landlord represents and warrants that Landlord owns fee simple title to the Premises and has full right and authority to make this Lease. Landlord covenants that so long as an Event of Default does not then exist, Tenant shall have quiet and peaceful possession and enjoyment of the Premises and shall not be interfered with by Landlord, or any party claiming by, through or under Landlord or any party claiming title superior to Landlord.

11. ALTERATIONS AND IMPROVEMENTS; LIENS.

11.1 Alterations, Additions and Improvements. Tenant shall not make any structural alterations, additions or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may, at its own expense and without Landlord's consent, make any non-structural alterations and improvements to the Premises which Tenant deems desirable. All such alterations, additions and improvements shall be made in a workmanlike manner in accordance with all applicable laws and ordinances. At the expiration or sooner termination of the Lease, Landlord agrees to accept the Premises with all alterations, additions and improvements made by Tenant, which alterations, additions and improvements shall thereafter become Landlord's property, and Tenant shall not be required to restore the Premises to the condition existing prior to the making of such alterations, additions and improvements at the commencement of the Term; provided, however, at Tenant's option, Tenant may remove any such alterations or improvements made by Tenant in accordance with Section 15 hereof.

11.2 Liens. Tenant shall not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, and Tenant shall not be deemed in default hereunder as a result of such lien so long as Tenant is so contesting such lien; provided, in case of any such lien attaching, or notice or claim thereof being asserted during any period of time in which Landlord has entered into a contract to sell the applicable Facility, as a condition precedent to the right to contest, Tenant shall bond over or otherwise provide security (as permitted by applicable law in such proceeding), the effect of which is to prevent such lien from attaching to Landlord's title in the Premises and any proceeds accruing from the sale thereof. Subject to Tenant's right of contest, in the event that such lien is not released, removed, or bonded over when required in this Section 11.2, Landlord, at its option, may take all action Landlord deems reasonable or necessary to release and remove such lien (without any duty to investigate the validity thereof) and Tenant shall, within ten (10) days following demand, either before or after such release and removal, pay or reimburse Landlord for all reasonable sums, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Landlord in connection with removal of such lien together with interest thereon from the date incurred until the date paid at the Default Rate. The obligations of Tenant under the provisions of this Section 11.2 shall survive the expiration or termination of this Lease.

12. TENANT TRADE FIXTURES AND PERSONAL PROPERTY. Tenant currently owns certain trade fixtures, machinery, equipment, all inventories of vehicles, raw materials, work-in-progress, finished goods, supplies, stock, parts, packaging materials and other accessories thereto, and other personal property located on the Premises and Tenant may during the Term install in or on the Premises other trade fixtures, machinery, equipment and personal property (collectively, the "Tenant Trade Fixtures and Personal Property") as Tenant deems desirable, and all of the Tenant Trade Fixtures and Personal Property shall remain Tenant's property whether or not affixed or attached to the Premises. Tenant may, but shall not be required to, remove the Tenant Trade Fixtures and Personal Property from the Premises at any

time during the Term, provided that any such removal by Tenant shall be performed in accordance with Section 15 hereof.

13. INSURANCE.

13.1 Tenant's Insurance. Throughout the Term, Tenant shall maintain insurance insuring:

(a) The Building and any other Improvements at any time situated upon the Premises against loss or damage by fire, lightning, wind storm, hail storm, aircraft, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("all risk" coverage). The insurance coverage shall be for not less than 100% of the full replacement cost of the Building and other Improvements and building ordinance coverage. Landlord shall be named as loss payee insured and all proceeds of insurance shall be payable to Landlord.

(b) Tenant, Landlord (as an "additional insured"), and any mortgagee of Landlord of which Tenant is given written notice, from all claims, demands or actions made by or on behalf of any person or persons, firm or corporation and arising from, related to or connected with the Premises, for bodily injury to or personal injury to or death of any person, or more than one person, or for damage to property in an amount of not less than \$2,000,000.00 combined single limit per occurrence/aggregate, and Tenant shall carry excess liability insurance coverage in an amount not less than \$8,000,000.00.

(c) All contents and trade fixtures, furniture and furnishings in the Premises to the extent of at least ninety percent (90%) of their replacement cost under Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("all risk") coverage.

13.2 Form of Insurance. All of said insurance required of Tenant by this Section 13 shall be in form and with companies licensed in the state in which the Premises is located, and shall be AM Best's rated A- and class VII or better, and shall provide that the same shall not be subject to cancellation or termination except after at least ten (10) days prior written notice to Landlord. Certificates of the insurance policies required to be carried hereunder shall be deposited with the Landlord at the Commencement Date and from time to time, together with copies of the policies, upon request of the Landlord. Any insurance required of Tenant under this Lease may be furnished under a blanket policy carried by Tenant. Notwithstanding anything in this Lease to the contrary, Tenant may self-insure any or all of its insurance obligations under this Lease, provided that Tenant shall pay Landlord an amount equal to the insurance proceeds to which Landlord would be entitled under Section 14 of this Lease if Tenant had not self-insured.

13.3 Mutual Waiver. Landlord and Tenant hereby waive all claims and rights of recovery against the other and their respective officers, directors, employees, agents and representatives for any loss or damage to their respective properties or interests, which loss is insured against, or required to be insured against, by Landlord or Tenant (as applicable) pursuant

to this Section 13, regardless of fault or negligence and regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect, and Landlord and Tenant each represent and warrant to the other that all such policies permit such waiver and contain, and will contain, enforceable waiver of subrogation endorsements.

14. DAMAGE AND CONDEMNATION.

14.1 Damage or Destruction. In the event of damage to, or destruction of, any Building, or any of the other Improvements or access thereto (a "Casualty") with respect to a Facility, Landlord, at its sole cost and expense (except with respect to insurance proceeds), shall repair, restore or rebuild the same to the condition existing prior to the happening of such Casualty, and Tenant shall make available to Landlord for such purpose the proceeds of the insurance it maintains pursuant to Section 13.1(a), provided that Landlord shall only be required to repair, restore or rebuild any Facility under this Section 14.1 to the extent insurance proceeds are available to do so. Notwithstanding anything to the contrary contained herein, in the event of a Casualty, either party shall have the right to terminate this Lease with respect to the Facility affected by the Casualty, effective on the date of such Casualty (each, a "Casualty Termination Date"), by giving written notice thereof to the other party within thirty (30) days after the Casualty (a "Casualty Notice"). If Landlord is the party that issues a Casualty Notice, Tenant may nullify such Casualty Notice by giving notice to Landlord of such nullification within thirty (30) days after Landlord furnishes its Casualty Notice and, in any such case, this Lease shall not terminate with respect to the affected Facility; provided, however, that, in such case, Landlord shall have no further obligations under this Lease with respect to the restoration of the affected Facility, and Tenant shall pay all costs incurred to restore the affected Facility (using the insurance proceeds received by Landlord and/or Tenant in connection with such Casualty). On a Casualty Termination Date, the Facility identified in the applicable Casualty Notice shall be deemed to have been removed from Exhibit A and shall no longer constitute a portion of the Premises, this Lease shall terminate with respect to such Facility, and Landlord and Tenant shall have no further obligations hereunder with respect to such Facility, including, without limitation, the payment of Rent allocable to such Facility, except any obligations hereunder that expressly survive termination of this Lease. Notwithstanding the foregoing, from and after a Casualty Termination Date, this Lease shall remain in full force and effect with respect to the then-remaining portion of the Premises. If neither party terminates this Lease, during the period of repair by Landlord and for a period of ninety (90) days following the completion of Landlord's restoration, the Rent allocable to the applicable Facility shall be reduced to an amount which bears the same ratio as the portion of the Facility then available for use bears to the entire Facility.

14.2 Condemnation.

(a) Taking of Whole. If the whole of the Premises or of any Facility shall be taken or condemned for a public or quasi public use or purpose by a competent authority, or if such a portion of the Premises or any Facility shall be so taken that, in Tenant's sole discretion, Tenant concludes that as a result thereof the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking (each, a "Taking"), then, as applicable, (i) the Lease shall terminate with respect to a Taking of the Premises or (ii) the Lease shall terminate

only as to the particular Facility subject to a Taking, in either such case upon delivery of possession of the Premises to the condemning authority, and any award, compensation or damages (hereinafter sometimes called the “Award”) shall be paid to and be the sole property of Landlord. Tenant shall have the right to make its own claim for any separate award that may be made by the condemning authority on account of any costs or loss Tenant may sustain in the removal of Tenant Trade Fixtures and Personal Property.

(b) Partial Taking. If only a part of any Facility shall be subject to a Taking, but the Lease is not terminated pursuant to Section 14.2(a) hereof, Tenant shall promptly repair and restore the Facility and all applicable Improvements to a condition that enables Tenant to continue its operations at the Facility and the Rent allocable to such Facility will be adjusted accordingly on a per square foot basis. In such case, Tenant shall have the right to use the Award to make such repairs and improvements to the Facility that are necessary to enable Tenant to continue its operations at the Facility.

(c) Partial Termination. If the Lease is terminated with respect to less than the entire Premises in accordance with Section 14.2(a), on the termination date set forth in such Section, the applicable Facility shall be deemed to have been removed from Exhibit A and shall no longer constitute a portion of the Premises and Landlord and Tenant shall have no further obligations hereunder with respect to such Facility, including, without limitation, the payment of Rent allocable to such Facility, except any obligations hereunder that expressly survive termination of this Lease. Notwithstanding the foregoing, from and after such applicable termination date, this Lease shall remain in full force and effect with respect to the then-remaining portion of the Premises.

15. RETURN OF PREMISES; FACILITY IDLING PROCESS.

(a) Facility Idling Process. The parties acknowledge that Landlord and *[Purchaser]* have entered into that certain Transition Services Agreement dated as of the date hereof (the “Transition Services Agreement”). The parties have agreed that, from and after the expiration of the Production Period for each Facility, such Facility shall be shut down and idled pursuant to and in accordance with the terms, conditions, specifications and limitations of the Transition Services Agreement (the “Facility Idling Process”). Accordingly, from and after the expiration of the Production Period for each Facility, the Transition Services Agreement shall govern Landlord’s and Tenant’s rights and obligations relating to the Facility Idling Process for such Facility (other than the payment obligations with respect to such Facility during an Idling Period as set forth in Section 4.1 hereof) and that each Facility and the Landlord Fixtures and Personal Property located in each Facility will be returned to Landlord upon the expiration of Term in the condition contemplated by the Facilities Idling Process; provided, however, that to the extent any provisions of the Transition Services Agreement are inconsistent with or conflict with the terms and conditions of Section 18 of this Lease, the terms and conditions of Section 18 of this Lease shall govern and control.

(b) Removal of Tenant’s Property. From and after the expiration of the Production Period for each Facility, Tenant shall remove any Tenant Trade Fixtures and Personal Property that were not removed from such Facility prior to the expiration of

the Production Period for such Facility. Tenant shall make repairs necessitated by any removal of Tenant Trade Fixtures and Personal Property to the extent such repairs would be required by the Facility Idling Process. Any Tenant Trade Fixtures and Personal Property not removed from a Facility by Tenant on or before the Termination Date with respect to such Facility shall thereafter be deemed to be abandoned, and Landlord may, at Landlord's election, (i) accept the same, or (ii) remove and dispose of the same at Tenant's cost; provided that Tenant shall receive a credit against such costs for any amount Landlord receives in connection with the sale or other disposition of such Tenant Trade Fixtures and Personal Property. If Landlord elects to accept the same, this Lease shall serve as a bill of sale for such Tenant Trade Fixtures and Personal Property that are not removed from any Facility by Tenant.

16. HOLDOVER. Should Tenant continue to occupy any Facility after December 31, 2013, Tenant shall be deemed to be a tenant at sufferance as to such Facility and Tenant shall pay to Landlord, through the date on which Tenant surrenders the Facility to Landlord, monthly rent in an amount equal to one hundred twenty-five percent (125%) of the Rent set forth on Exhibit B with respect to such Facility (the "Holdover Rent") plus all other amounts payable under this Lease with respect to the applicable Facility on the date the Term terminates with respect to the applicable Facility. The obligation to pay Holdover Rent shall be without prejudice and in addition to any other rights and remedies Landlord may have under this Lease, including, without limitation, the right to recover possession of the applicable Facility.

17. EVENTS OF DEFAULT; REMEDIES.

17.1 Events of Default. Each of the following events shall constitute an "Event of Default":

(a) If Tenant shall fail to pay any Rent or any other charge or sum to be paid by Tenant to Landlord when due in accordance with the terms of this Lease and such default shall continue for a period of fifteen (15) days after the date on which Rent is due or thirty (30) days after any other charge or sum to be paid by Tenant is due;

(b) If Tenant shall fail to keep or perform or abide by any other requirement, term, condition, covenant or agreement of this Lease and such default shall continue for a period of thirty (30) days after written notice to Tenant of such default, and, if more than thirty (30) days shall reasonably be required to correct the breach complained of in such notice, then if Tenant shall fail to commence promptly to correct such breach and prosecute the same to completion with reasonable diligence; provided, however, that in no event shall such period of cure extend beyond one hundred eighty (180) days in the aggregate;

(c) If Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within one hundred twenty (120) days from the date of the entry or granting thereof;

(d) If Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws as now or hereafter amended;

(e) If Tenant shall institute any proceeding or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension;

(f) If Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or a decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within one hundred twenty (120) days from the date of entry or granting thereof; or

(g) If Tenant shall fail to obtain or maintain the insurance as required by Section 13 hereof, in the amounts required thereby, and under the conditions and terms as set forth in said Section 13.

17.2 Remedies. Upon the occurrence of any one or more Events of Default, Landlord may at its election:

(a) Terminate this Lease. Upon termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and hereby grants to Landlord the full and free right, in compliance with all applicable laws, to enter into and upon the Premises in such event with process of law and to repossess the Premises as Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law. Upon termination of the Lease, Landlord shall be entitled to recover as damages all Rent and other sums due and payable by Tenant to the date of termination; and/or

(b) Landlord may pursue any and all remedies available at law or in equity, including without limitation, the right to sue Tenant for any and all damages, losses and liabilities, and reasonable costs and expenses (including reasonable attorneys' fees and court costs) incurred by or caused to Landlord arising out of or resulting from any act or omission of Tenant or any Event of Default by Tenant hereunder, and the right to sue for specific performance, and for injunctive relief but excluding for any Rent due following the date on which Tenant vacates the Premises.

17.3 Landlord Defaults. If Landlord defaults in the performance of any of its obligations, covenants and warranties hereunder and such default continues for a period of thirty (30) days after written notice thereof to Landlord (or in an emergency, Landlord shall fail to cure such default immediately), and if more than thirty (30) days shall reasonably be required to correct the breach complained of in such notice, then if Landlord shall fail to commence

promptly to correct such breach and prosecute the same to completion with reasonable diligence not to exceed ninety (90) days, Tenant may, at its option and in addition to all other rights and remedies available to Tenant, cure the same on behalf of Landlord, in which event Tenant may deduct the cost of such cure from Rent next due hereunder, provided that if such Rent is insufficient to fully reimburse Tenant for such costs, any such deficiency (together with interest thereon at the Default Rate) shall be immediately due and payable by Landlord to Tenant upon written demand from Tenant, which demand shall be accompanied by invoices or receipts evidencing such costs.

17.4 Limitation on Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL TENANT OR LANDLORD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND ARISING UNDER OR IN CONNECTION WITH THIS LEASE (INCLUDING PURSUANT TO SECTION 16 HEREOF), REGARDLESS OF LEGAL THEORY, INCLUDING ANY SUCH DAMAGES OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOST PROFITS.

18. ENVIRONMENTAL.

18.1 Definitions. As used in this Section 18, the following terms shall have the following meanings:

(a) “Contamination” means the presence at the Premises, at a quantity or level which exceeds the amount that would require an investigation, clean up, or other response action under Environmental Law, of any Hazardous Material in surface water, groundwater, ambient air, or surface or subsurface soil.

(b) “Environmental Law” means any law in existence at the date hereof relating to the management or Release of, or exposure of humans to, any Hazardous Materials, pollution or the protection of human health and the environment, including surface water, groundwater, ambient air, surface or subsurface soil, natural resources or wildlife habitat.

(c) “Environmental Permits” means any consents, licenses, permits, or other approvals required by any governmental authority under Environmental Law.

(d) “Hazardous Materials” means any material or substance that is regulated, or can give rise to Liabilities or Losses, under an Environmental Law or a Permit issued pursuant to any Environmental Law, including any petroleum, petroleum-based or petroleum-derived product, polychlorinated biphenyls, asbestos-containing materials, lead, and any noxious, radioactive, flammable, corrosive or caustic compound (whether solid, liquid or gaseous).

(e) “Liabilities” means any and all liabilities and obligations of every kind and description whatsoever, whether such liabilities or obligations are known or unknown, disclosed or undisclosed, matured or unmatured, accrued, fixed, absolute,

contingent, determined or undeterminable, on or off-balance sheet or otherwise, or due or to become due, including Indebtedness and those arising under any law, claim, governmental order, contract or otherwise.

(f) “Losses” means any and all Liabilities, losses, damages, fines, amounts paid in settlement, penalties, costs and expenses (including reasonable and documented attorneys’, accountants’, technical consultants’, engineers’ and experts’ fees and expenses).

(g) “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, discarding, burying, abandoning or disposing into the environment of Hazardous Materials that is prohibited under, or reasonably likely to result in a Liability under, any applicable Environmental Law.

18.2 Agreements regarding Environmental Matters. Landlord and Tenant hereby acknowledge that:

(a) the Landlord will retain all Liabilities for (i) all Contamination, including any Releases, in, at, on, under or emanating onto or from the Premises, regardless of when such Contamination may have occurred, and (ii) any on-going consequences or responsibilities relating to this Contamination;

(b) the Landlord will be responsible for managing and funding the liabilities referenced in Section 18.2(a); and

(c) the Tenant will only be responsible, as a short-term tenant, for compliance with applicable Environmental Laws and Environmental Permits directly related to its operations at the Premises.

(d) Landlord retains or shall assume any Liability, including responsibility for the investigation, clean up, or other response action required under Environmental Law, related to any Contamination, including the Release of Hazardous Materials, in, at, on, under or emanating onto or from the Premises which occurred prior to, on or after the Commencement Date. Except as provided by Section 18.2(e), (i) Landlord will take all actions required by or under any Environmental Law to address any Contamination in, at, on, under or emanating onto or from the Premises or other environmental conditions, matters, or issues, which, in each case may affect the Premises, and (ii), Landlord hereby forever waives, discharges and releases any claims or causes of action it has or may have against Tenant related to the existence or Release of Hazardous Materials in, at, on, under or emanating onto or from the Premises or other violation of Environmental Law prior to the Commencement Date, or on or after the Commencement Date.

(e) Tenant shall conduct its operations at the Premises in compliance with applicable Environmental Laws and any Environmental Permits required at the Premises. Tenant shall be responsible for (i) any fines or penalties resulting directly and exclusively from Tenant’s noncompliance with Environmental Laws or Environmental

Permits at the Premises; and (ii) for site specific environmental clean up or other costs incurred by Landlord that Landlord establishes, pursuant to a non-appealable administrative or judicial determination, arose directly and exclusively from Tenant's gross negligence or willful misconduct in connection with the operation, maintenance or repair of any Facility ("Additional Costs") and not from the acts of any third party. Further, Tenant will indemnify, defend and hold Landlord harmless from and against any and all fines or penalties to the extent exclusively and directly caused by Tenant's noncompliance with Environmental Laws or Environmental Permits at the Premises and from all Additional Costs incurred by Landlord at the Facilities.

(f) Landlord will promptly notify Tenant (and, if in writing, provide copies) of any governmental or third-party filings, notices, or communications concerning the Premises, any adjacent parcel, or other nearby real property of which Landlord has knowledge related in any way to any Contamination, environmental conditions, matters, or issues. Landlord will also notify the Tenant of any Release or threatened Release of any Hazardous Materials of which Landlord has knowledge that occurs in, at, on, under or emanates from the Premises or any adjacent parcel to the Premises after the Commencement Date and which is not caused exclusively and directly by the Tenant's activity on the Premises

(g) Tenant will promptly notify the Landlord (and, if in writing, provide copies) of any governmental or third-party filings, notices, or communications concerning the Premises which relate in any way to any Contamination, environmental conditions, matters, or issues in connection with the Premises of which Tenant has knowledge. Tenant will also promptly notify Landlord of any Release or threatened Release of any Hazardous Materials which occurs in, at, on, under or emanates from the Premises, and which are caused exclusively and directly by the Tenant's current activities on the Premises. Other than providing Landlord with the notices provided for in this Section 18.2(g), Tenant will have no obligation to address, clean up, investigate, or otherwise respond to any Contamination on, at, in, under or emanating from the Premises, regardless of when such Contamination may have occurred.

(h) The obligations in this Section 18 shall survive the expiration or termination of this Lease and the occurrence and discharge of any other obligation in this Lease.

19. NOTICE. All notices or demands required or permitted to be given or served pursuant to this Lease shall be in writing and shall be deemed to have been given or served one (1) business day subsequent to transmittal by nationally recognized prepaid overnight courier, and addressed to Landlord at Landlord's Address or to Tenant at Tenant's Address (as set forth in the Lease Schedule). Such addresses may be changed from time to time by either party by serving notice as above provided. In no event shall personal delivery at the Premises be deemed an effective means of notice.

20. ENTRY UPON PREMISES. Landlord and Landlord's representatives shall be permitted to enter the Premises at all reasonable times during usual business hours upon no less than forty-eight (48) hours' prior notice to Tenant (except in case of emergency) for purposes of

(i) performing such repairs, maintenance or replacements to be performed by Landlord pursuant to this Lease, (ii) exhibiting the Premises for sale or mortgage financing or, within the last six (6) months of the Term or during an Extended Term, to prospective tenants; and (iii) curing any Event of Default by Tenant under the terms of this Lease and during any such entry by Landlord or Landlord's representatives (except in case of emergency), at Tenant's option, a representative of Tenant shall accompany Landlord and/or Landlord's representatives through the Premises at all times.

21. GENERAL PROVISIONS.

21.1 Brokerage. Landlord and Tenant each represents and warrants to the other that it has not engaged or dealt with any broker in this transaction. Landlord and Tenant each agree to indemnify and hold the other harmless from and against all liability, claims, demands, damages, or costs of any kind arising from or connected with any broker's commission, finder's fee, consulting fee or other charge claimed to be due any person or entity arising from the indemnifying party's conduct with respect to this Lease.

21.2 Amendments. No amendment or modification of this Lease shall be effective unless in writing and executed by Landlord and Tenant.

21.3 Severability. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21.4 Attorney's Fees. In the event Landlord or Tenant is required to use the services of any attorney for the enforcement of any of the terms, covenants or provisions hereof or in the event of any other dispute between Landlord and Tenant concerning this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses from the non-prevailing party.

21.5 Time of Essence. Subject to Section 21.12 below, time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

21.6 Waiver. No waiver of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent or continuing breach of the same or any other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act.

21.7 Successors and Assigns. All of the covenants, conditions, and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, when permitted hereunder.

21.8 Governing Law. This Lease shall be construed in accordance with the laws of the state of Michigan, except that for purposes of enforcing or construing this Lease with respect to any Facility located outside the state of Michigan, the laws of the state in which such Facility is located shall apply in lieu of the laws of the state of Michigan.

21.9 Estoppel Agreements. Each of Tenant and Landlord agrees that from time to time within ten (10) business days after written request by the other party hereto, it will execute, acknowledge and deliver to the requesting party or to such other party as may be designated by the requesting party, a certificate stating that this Lease is then in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements under this Lease to be performed by Landlord or Tenant, as applicable, have been satisfied or performed, except as set forth in such certificate; that, to such party's knowledge, there are no existing defenses or offsets of Tenant, except as indicated in such certificate; that Tenant has not paid any rental more than one month in advance, except as indicated in such certificate; and that, to such party's knowledge, the other party is not in default under any provisions of this Lease.

21.10 Subordination, Non-Disturbance Agreement. Prior to entering into any financing that encumbers any portion of the Premises, at Tenant's request, Landlord agrees to deliver to Tenant a subordination, non-disturbance and attornment agreement with respect to such portion of the Premises executed by Landlord's lender in a form reasonably acceptable to such lender and Tenant.

21.11 Intentionally Omitted.

21.12 Force Majeure. Neither Landlord nor Tenant shall be deemed in default with respect to any of the terms, covenants and conditions of this Lease to be performed on Landlord's or Tenant's part (other than the failure to make any payment due hereunder), if such party's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble, civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by the other party hereto or such party's agents, employees and invitees, or any other cause beyond the reasonable control of Landlord or Tenant, as applicable (collectively, "Force Majeure Events"). In the event of a Force Majeure Event, the period of performance shall be delayed one day for each day of delay caused by the applicable Force Majeure Event. The foregoing definition of Force Majeure Events shall apply only during the Term.

21.13 Consent. Any time the consent of Landlord or Tenant is required, such consent shall not be unreasonably withheld, conditioned or delayed. Whenever this Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations (other than decisions to exercise expansion, contraction, cancellation, termination or extension options, or decisions which are specified herein to be in the sole discretion of the applicable party), Landlord and Tenant shall act reasonably and in good faith, and shall take no action that might result in the frustration of the reasonable expectations of a sophisticated tenant or landlord concerning the benefits to be enjoyed thereby.

21.14 Time Period for Payment. Any time this Lease requires a payment from Landlord to Tenant or from Tenant to Landlord, and no specific time period is set forth herein, such payment shall be deemed due within thirty (30) days after receipt by the paying party of a reasonably detailed, written invoice therefor.

21.15 Execution of Lease. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document shall become effective and binding only upon the execution and delivery hereof by Tenant and by Landlord. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein.

21.16 Counterparts. This Lease may be executed in one or more counterparts, and each such counterpart shall constitute an original.

21.17 Confidentiality. Except as may be required by filings with or orders by the Bankruptcy Court (defined below), each party acknowledges that it will have access to certain financial information of the other party ("Confidential Information"). Such Confidential Information shall not be released to the public and will be provided, subject to this paragraph, only to those parties who have a legitimate need for such Confidential Information, including accountants, lawyers, lenders, potential buyers, mortgagees and similar parties. Neither Landlord nor Tenant shall prepare or provide any materials with respect to this Lease for media distribution, whether it be: print, television, radio, internet or any other commercial distribution, without the approval of the other party. Landlord and Tenant may prepare any necessary documentation or agenda necessary to secure internal or public approval (if necessary) without said approval being required by the other party.

The following information shall not constitute Confidential Information for purposes of this Section 21.17:

- (a) any information that is available, or becomes available, to the general public without fault of the non-disclosing party;
- (b) any information that can be shown was in the possession of the non-disclosing party prior to receipt of the same from the disclosing party;
- (c) any information that is obtained by the non-disclosing party without an obligation of confidence from a third party who is rightfully in possession of such information and is under no obligation of confidentiality to the disclosing party;
- (d) any information that the non-disclosing party is legally required to disclose; or
- (e) any information that is independently developed by the non-disclosing party without reference or access to the Confidential Information.

21.18 Jurisdiction for Dispute Resolution. (a) Without limiting any party's right to appeal any order of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Lease and to decide any claims or disputes that may arise or result from, or be connected with, this Lease, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and

submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 19 hereof; provided, however, that if Landlord's voluntary petition for relief under Chapter 11 of Title 11, U.S.C. §§101 et. seq. has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the federal courts in the Southern District of New York and the State of New York located in the Borough of Manhattan in the City of New York and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Lease in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 19.

21.19 Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity entity of the person or entity may require.

22. WAIVER OF LANDLORD LIEN. Landlord hereby waives and releases all liens, right of distraint or security interests (whether arising by statute or at common law) in all property, chattels or merchandise which may be placed in the Premises and also upon all proceeds of insurance which may accrue to Tenant by reason of damage to or destruction of any such property, chattels or merchandise.

23. CONTRACTION RIGHT. Tenant shall have the continuing option (the "Contraction Right") during the Term to reduce the Premises at any time during the Term by providing notice to Landlord that Tenant is exercising the Contraction Right (each, a "Contraction Notice"), provided that Tenant may only reduce the Premises by returning an entire Facility (as hereinafter defined) to Landlord and not a portion of a Facility. The Contraction Notice shall include (a) the date on which Tenant shall return the Facility to Landlord, which date shall be not less than forty-five (45) days after delivery of such notice (each, a "Contraction Date") and (b) the identification of the Facility to be returned to Landlord on or before the Contraction Date. Tenant shall deliver the Facility to Landlord on or before the respective Contraction Date in accordance with Section 15 hereof in the same condition as if the Contraction Date were the original date set forth in this Lease for expiration of the Term with respect to the applicable Facility. On a Contraction Date, the Facility identified in the applicable Contraction Notice shall be deemed to have been removed from Exhibit A and shall no longer constitute a portion of the Premises, this Lease shall terminate with respect to such Facility, and Landlord and Tenant shall have no further obligations hereunder with respect to such Facility, including, without limitation, the payment of Rent allocable to such Facility, except any obligations hereunder that expressly survive termination of this Lease. Notwithstanding the foregoing, following a Contraction Date, this Lease shall remain in full force and effect with respect to the then-remaining portion of the Premises.

24. **GUARANTY.** This Lease is expressly conditioned upon the Guarantor guaranteeing Tenant's payment and performance under this Lease by executing a written guaranty in the form attached hereto as Exhibit D and made a part hereof.

25. **PURCHASE OPTION.** At any time prior to the Target End Date with respect to the Pontiac North Facility (as such term is defined in Exhibit A), Tenant may elect to purchase the Pontiac North Facility by providing written notice to Landlord of such election. Within a reasonable time following delivery of such notice to Landlord, Landlord shall convey the Pontiac North Facility to Tenant by a quitclaim deed for One Dollar (\$1.00) in stated consideration and this Lease shall terminate with respect to the Pontiac North Facility upon such conveyance, provided that this Lease shall remain in full force and effect with the remainder of Premises. For avoidance of doubt, the purchase option described in this Section 25 shall apply only to the Pontiac North Facility and shall not apply to any other Facility.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease by and through their corporate officers thereunto duly authorized, the day and year first above written.

TENANT:

[LEASECO], a Delaware corporation

By: _____

Name: _____

Title: _____

LANDLORD:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

Exhibit A

Common Addresses of Premises

<u>FACILITY</u>	<u>USEABLE SQUARE FOOTAGE</u>
1. Stamping - Indianapolis, 340 White River Parkway West Drive South 50, Indianapolis, IN 46206	2,111,172
2. GMPT - Flint North #5/#10/#81, 902 E Hamilton Avenue, Flint, MI 48550	2,001,070
3. GMPT - Livonia, 12200 Middlebelt, Livonia, MI 48150	1,178,729
4. GMVM - Pontiac Assembly, 2100 S Opdyke Road, Pontiac, MI 48341	3,378,106
5. Stamping - Pontiac North Campus, 220 East Columbia, Pontiac, MI 48340 (excluding Plant 14) (" <u>Pontiac North Facility</u> ")	1,464,846
6. Stamping - Mansfield, 2525 West Fourth Street, PO Box 2567 - 44906, Mansfield, OH 44906-1269 (the " <u>Mansfield Facility</u> ")	2,753,195
7. GMPT - Parma Complex, 5400 Chevrolet Boulevard, PO Box 30098, Parma, OH, 44130	579,544
8. GMPT - Fredericksburg, 11032 Tidewater Trail, Fredericksburg, VA, 22408	280,043
9. GMPT - Willow Run, 2930 Ecorse Road, Ypsilanti, MI 48198	4,723,313
10. Stamping - Grand Rapids, 300 36th Street SW, Wyoming, MI 49548 (the " <u>Grand Rapids Facility</u> ")	2,324,628
11. GMVM - Shreveport Assembly (excluding Stamping), 7600 General Motors Blvd., Shreveport, LA	2,768,105
12. Stamping - Shreveport, 7600 General Motors Blvd., Shreveport, LA	867,040
13. GMVM - Wilmington Assembly, 801 Boxwood Road, Wilmington, DE	<u>2,836,064</u>
TOTAL:	27,265,855

Exhibit B

Target End Dates

<u>FACILITY</u>	<u>TARGET END DATE</u>
1. Stamping - Indianapolis, 340 White River Parkway West Drive South 50, Indianapolis, IN 46206	12/31/2011
2. GMPT - Flint North #5/#10/#81, 902 E Hamilton Avenue, Flint, MI 48550	12/31/2010
3. GMPT - Livonia, 12200 Middlebelt, Livonia, MI 48150	6/30/2010
4. GMVM - Pontiac Assembly, 2100 S Opdyke Road, Pontiac, MI 48341	10/31/2009
5. Pontiac North Facility	12/31/2010
6. Mansfield Facility	6/30/2010
7. GMPT - Parma Complex, 5400 Chevrolet Boulevard, PO Box 30098, Parma OH, 44130	12/31/2010
8. GMPT - Fredericksburg, 11032 Tidewater Trail, Fredericksburg, VA 22408	12/31/2010
9. GMPT - Willow Run, 2930 Ecorse Road, Ypsilanti, MI	12/31/2010
10. Grand Rapids Facility	12/31/2009
11. GMVM – Shreveport Assembly (excluding Stamping), 7600 General Motors Blvd., Shreveport, LA	6/30/2012
12. Stamping – Shreveport, 7600 General Motors Blvd., Shreveport, LA	6/30/2012
13. GMVM - Wilmington Assembly, 801 Boxwood Road, Wilmington, DE	7/31/2009

Exhibit C

Rent

<u>FACILITY</u>	<u>RENT PER ANNUM</u>
1. Stamping - Indianapolis, 340 White River Parkway West Drive South 50, Indianapolis, IN 46206	\$2,111,172
2. GMPT - Flint North #5/#10/#81, 902 E Hamilton Avenue, Flint, MI 48550	\$2,001,070
3. GMPT - Livonia, 12200 Middlebelt, Livonia, MI 48150	\$1,178,729
4. GMVM - Pontiac Assembly, 2100 S Opdyke Road, Pontiac, MI 48341	\$3,378,106
5. Pontiac North Facility	\$1,464,846
6. Mansfield Facility	\$2,753,195
7. GMPT - Parma Complex, 5400 Chevrolet Boulevard, PO Box 30098, Parma, OH, 44130	\$579,544
8. GMPT - Fredericksburg, 11032 Tidewater Trail, Fredericksburg, VA, 22408	\$280,043
9. GMPT - Willow Run, 2930 Ecorse Road, Ypsilanti, MI 48198	\$4,723,313
10. Grand Rapids Facility	\$2,324,628
11. GMVM – Shreveport Assembly (excluding Stamping), 7600 General Motors Blvd., Shreveport, LA	\$2,768,105
12. Stamping – Shreveport, 7600 General Motors Blvd., Shreveport, LA	\$867,040
13. GMVM - Wilmington Assembly, 801 Boxwood Road, Wilmington, DE	<u>\$2,836,064</u>
TOTAL:	\$27,265,855

Exhibit D

Form of Guaranty

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this "Guaranty Agreement") dated as of _____, 2009, is executed by /_____/, a Delaware limited liability company ("Guarantor").

WHEREAS, General Motors Corporation, a Delaware corporation, and *[LEASECO]* ("Tenant"), entered into that certain Master Lease Agreement (Excluded Manufacturing Assets) dated as of the date hereof (the "Lease"), pursuant to which Landlord leases to Tenant the Premises (as defined in the Lease). All capitalized terms used herein that are not specifically defined herein shall have the meanings set forth in the Lease;

WHEREAS, Guarantor is an affiliate of Tenant and Guarantor will benefit by Tenant entering into the Lease; and

WHEREAS, Guarantor has agreed to guarantee the Tenant's obligations, covenants, agreements and liabilities under the Lease and/or with respect to the Premises to Landlord in accordance with the terms and conditions of this Guaranty Agreement.

In consideration of the decision of Landlord to lease the Premises to Tenant, Guarantor agrees as follows:

1. **Guaranty**. Upon the terms and subject to the conditions set forth in this Guaranty Agreement, Guarantor unconditionally, absolutely and irrevocably guarantees the full and prompt payment and performance when due of the obligations, covenants, agreements and liabilities of the Tenant under the Lease and/or with respect to the Premises (collectively, the "Obligations"). Guarantor agrees that the Landlord may pursue multiple actions against the Guarantor as necessary to enforce the Landlord's rights under this Guaranty Agreement. The guaranty set forth herein is one of payment and not of collection. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Lease. Guarantor hereby waives (a) any right to require Landlord to proceed against Tenant or any other guarantor or any other person or entity liable to Landlord and (b) demand of payment, performance, presentation and/or protest of any kind.

2. **Waiver**. No delay or failure on the part of the Landlord to exercise any right, power or privilege under this Guaranty Agreement shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other power or right, or be deemed to establish a custom or course of dealing or performance between the parties hereto. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

3. **Termination**. The obligations of Guarantor under this Guaranty Agreement shall remain in full force and effect until such time as the Obligations have been paid and performed

in full, provided that the obligations of Guarantor under this Guaranty Agreement (a) shall expire with respect to each Facility on the second anniversary of the Termination Date with respect to such Facility and (b) notwithstanding the foregoing, shall remain in effect and enforceable against Guarantor after payment in full of the Obligations if at any time payment of the Obligations is rescinded or otherwise must be restored or returned by the Landlord upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Guarantor, the Tenant or otherwise, all as though such payment had not been made.

4. **Consent.** Guarantor consents to, authorizes and grants to the Landlord the full power, in its sole discretion, to deal in any manner with the Lease and the Obligations, including, without limitation, the right: (a) to amend, change, modify or otherwise revise the Lease (together with the Tenant), (b) to take or omit to take any action, grant any consent, and/or exercise any right under the Lease and/or with respect to the Premises, and (c) to consent to assignments, subleases and/or other transfers of the Premises. The obligations of Guarantor hereunder shall not be released, discharged, or in any way affected, nor shall Guarantor have any rights of recourse against the Landlord by reason of any action that the Landlord may take or omit to take under this Section 5.

5. **Assignment.** This Guaranty Agreement shall be binding upon and enforceable against Guarantor and its successors and assigns and shall inure to the benefit of, and be enforceable by, Landlord and their successors and assigns.

6. **No Third-Party Beneficiaries.** This Guaranty Agreement is intended for the sole and exclusive benefit of Landlord and their respective successors and assigns and shall not be enforceable by any other party. This Guaranty Agreement may not be assigned by Guarantor without the prior express written consent of Landlord which consent may be withheld in Landlord's sole discretion, provided that Landlord may not unreasonably withhold such consent in connection with a transfer by Tenant permitted under the Lease.

7. **Governing Law.** This Guaranty Agreement shall be construed in accordance with the laws of the state of Michigan.

8. **Notices.** Any notice, request or other communication hereunder to Landlord or Guarantor shall be delivered to the addresses set forth in and in accordance with the terms of the Lease, provided that notices to Guarantor shall be delivered to the attention of Guarantor at the addresses set forth for Tenant in the Lease.

9. **Jurisdiction for Dispute Resolution.**

(a) Without limiting any party's right to appeal any order of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), Guarantor and Landlord (by its acceptance of this Guaranty Agreement) hereby agree that (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of the Lease and this Guaranty Agreement and to decide any claims or disputes that may arise or result from, or be connected with, the Lease and this Guaranty Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall

be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10 hereof; provided, however, that if Landlord's voluntary petition for relief under Chapter 11 of Title 11, U.S.C. §§101 et. seq. has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the federal courts in the Southern District of New York and the State of New York located in the Borough of Manhattan in the City of New York and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Lease in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 10.

10. **Modification**. The terms of this Guaranty Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No amendment, modification or other change of any of the terms of this Guaranty Agreement shall be effective without the prior written consent of both the Landlord and Guarantor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty Agreement as of the date first written above.

/_____/, a Delaware limited liability company

By: _____
Name: _____
Title: _____

**Amended and Restated Master Sale & Purchase Agreement
Exhibit Y**

Form of Certificate of Designation of Purchaser for Preferred Stock

EXHIBIT Y

Form Of Certificate of Designations

Of

Series A Fixed Rate Cumulative Perpetual Preferred Stock

Of

[NGMCO, INC.]

[NGMCO, Inc.], a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), hereby certifies that the following resolution was adopted by the board of directors of the Corporation (the "Board of Directors") or an authorized committee of the Board of Directors in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware on , 2009:

RESOLVED, that pursuant to the provisions of the certificate of incorporation and the bylaws of the Corporation and applicable law, a series of Preferred Stock, par value \$0.01 per share, of the Corporation be and hereby is created, and that the designation and number of shares of such series, and the voting and other powers, preferences and relative, participating, optional or other rights, and the qualifications, limitations and restrictions, of the shares of such series be and hereby are as follows:

Part 1. *Designation and Number of Shares.* There is hereby created out of the authorized and unissued shares of Preferred Stock of the Corporation a series of preferred stock designated as the "Series A Fixed Rate Cumulative Perpetual Preferred Stock" (the "Series A Preferred Stock"). The authorized number of shares of the Series A Preferred Stock shall be 360,000,000. Such number of shares may be decreased by resolution of the Board of Directors, subject to the terms and conditions hereof; provided that no decrease shall reduce the number of shares of the Series A Preferred Stock to a number less than the number of shares then outstanding.

Part 2. *Standard Provisions.* The Standard Provisions contained in Annex A attached hereto are incorporated herein by reference in their entirety and shall be deemed to be a part of this Certificate of Designations to the same extent as if such provisions had been set forth in full herein.

Part 3. *Definitions.* The following terms are used in this Certificate of Designations (including the Standard Provisions in Annex A hereto) as defined below:

(a) "Common Stock" means the common stock, par value \$0.01 per share, of the Corporation.

(b) "Dividend Payment Date" means March 15, June 15, September 15 and December 15 of each year.

(c) “Junior Stock” means any preferred stock other than this Series A Preferred Stock, the Common Stock and any other class or series of stock of the Corporation.

(d) “Liquidation Amount” means \$25 per share of the Series A Preferred Stock.

Part. 4. *Certain Voting Matters.* For purposes of determining the voting rights of the holders of the Series A Preferred Stock under Section 7 of the Standard Provisions forming part of this Certificate of Designations, each holder will be entitled to one vote for each \$25 of Liquidation Amount to which such holder’s shares are entitled.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designations to be signed by [____], its [____], this [__] day of [____], 2009.

[NGMCO, INC.]

By: _____
Name: [____]
Title: [____]

STANDARD PROVISIONS

Section 1. *General Matters; Ranking.* Each share of the Series A Preferred Stock shall be identical in all respects to every other share of the Series A Preferred Stock. The Series A Preferred Stock shall be perpetual, subject to the provisions of Section 5 of these Standard Provisions that form a part of the Certificate of Designations. The Series A Preferred Stock shall rank senior to the Junior Stock in respect of the right to receive dividends and the right to receive payments or distributions out of the assets of the Corporation upon voluntary or involuntary liquidation, dissolution or winding up of the Corporation.

Section 2. *Standard Definitions.* As used herein with respect to the Series A Preferred Stock:

- (a) "Agent Members" has the meaning set forth in Section 13(d).
- (b) "Applicable Dividend Rate" means 9% per annum.
- (c) "Business Day" means any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.
- (d) "Bylaws" means the bylaws of the Corporation, as they may be amended from time to time.
- (e) "Certificate of Designations" means the Certificate of Designations or comparable instrument relating to the Series A Preferred Stock, of which these Standard Provisions form a part, as it may be amended from time to time.
- (f) "Charter" means the Corporation's Amended and Restated Certificate of Incorporation, as such may be amended or restated from time to time.
- (g) "Dividend Period" has the meaning set forth in Section 3(a).
- (h) "Dividend Record Date" has the meaning set forth in Section 3(a).
- (i) "DTC" has the meaning set forth in Section 9.
- (j) "First Optional Redemption Date" has the meaning set forth in Section 5(a).
- (k) "Global Share" means a share of Series A Preferred Stock in the form of a permanent global stock certificate, in definitive, fully registered form.
- (l) "Global Share Legend" has the meaning set forth in Section 13(d).

(m) “Original Issue Date” means the date on which shares of the Series A Preferred Stock are first issued.

(n) “Person” means any individual, partnership, firm, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

(o) “Preferred Director” has the meaning set forth in Section 7(b).

(p) “Preferred Share Register” has the meaning set forth in Section 15(a).

(q) “Preferred Stock” means any and all series of preferred stock of the Corporation, including the Series A Preferred Stock.

(r) “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

(s) “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

(t) “Series A Preferred Share Certificate” has the meaning set forth in Section 13.

(u) “Share Dilution Amount” has the meaning set forth in Section 3(b).

(v) “Standard Provisions” mean these Standard Provisions that form a part of the Certificate of Designations relating to the Series A Preferred Stock.

(w) “Redemption Price” has the meaning set forth in Section 5(a).

(x) “Transfer Agent” has the meaning set forth in Section 17.

Section 3. *Dividends.*

(a) **Rate.** Holders of the Series A Preferred Stock shall be entitled to receive, on each share of the Series A Preferred Stock, if, as and when declared by the Board of Directors or any duly authorized committee of the Board of Directors, but only out of assets legally available therefor, cumulative cash dividends with respect to each Dividend Period (as defined below) at a rate per annum equal to the Applicable Dividend Rate on (i) the Liquidation Amount per share of the Series A Preferred Stock and (ii) the amount of accrued and unpaid dividends for any prior Dividend Period on such share of Series A Preferred Stock, if any. Such dividends shall begin to accrue and be cumulative from the Original Issue Date, shall compound on each subsequent Dividend Payment Date (*i.e.*, no dividends shall accrue on other dividends unless and until the first Dividend Payment Date for such other dividends has passed without such other dividends having been paid on such date), and shall be payable quarterly in arrears on each Dividend Payment Date, commencing with the first such Dividend Payment Date to occur at least 20 calendar days after the Original Issue Date. In the event that any Dividend Payment Date would

otherwise fall on a day that is not a Business Day, the dividend payment due on that date will be postponed to the next day that is a Business Day and no additional dividends shall be payable nor shall interest accrue on the amount payable as a result of that postponement. The period from and including any Dividend Payment Date to, but excluding, the next Dividend Payment Date is a "Dividend Period"; provided that the initial Dividend Period shall be the period from and including the Original Issue Date to, but excluding, the Dividend Payment Date immediately following the Original Issue Date.

Dividends that are payable on Series A Preferred Stock in respect of any Dividend Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The amount of dividends payable on the Series A Preferred Stock on any date prior to the end of a Dividend Period, and for the initial Dividend Period, shall be computed on the basis of a 360-day year consisting of twelve 30-day months and actual days elapsed over a 30-day month.

Dividends that are payable on Series A Preferred Stock on any Dividend Payment Date will be payable to holders of record of the Series A Preferred Stock as they appear on the stock register of the Corporation on the applicable record date, which shall be the 15th calendar day immediately preceding such Dividend Payment Date or such other record date fixed by the Board of Directors or any duly authorized committee of the Board of Directors that is not more than 60 nor less than 10 days prior to such Dividend Payment Date (each, a "Dividend Record Date"). Any such day that is a Dividend Record Date shall be a Dividend Record Date whether or not such day is a Business Day.

Holders of the Series A Preferred Stock shall not be entitled to any dividends, whether payable in cash, securities or other property, other than dividends (if any) declared and payable on the Series A Preferred Stock as specified in this Section 3 (subject to the other provisions of the Certificate of Designations).

(b) **Priority of Dividends.** So long as any share of the Series A Preferred Stock remains outstanding, no dividend or distribution shall be declared or paid on the Common Stock or any other shares of Junior Stock, and no Common Stock or Junior Stock shall be, directly or indirectly, purchased, redeemed or otherwise acquired for consideration by the Corporation or any of its subsidiaries unless all accrued and unpaid dividends for all past Dividend Periods, including the latest completed Dividend Period (including, as provided in Section 3(a) above, any dividends on such amount), on all outstanding shares of the Series A Preferred Stock have been or are contemporaneously declared and paid in full in cash (or have been declared and a sum sufficient for the payment thereof has been set aside for the benefit of the holders of shares of the Series A Preferred Stock on the applicable record date). The foregoing limitation shall not apply to (i) a dividend payable on any Junior Stock in shares of any other Junior Stock, or to the acquisition of shares of any Junior Stock in exchange for, or through application of the proceeds of the sale of, shares of any other Junior Stock; (ii) redemptions, purchases or other acquisitions of shares of Common Stock or other Junior Stock in connection with the administration of any employee benefit plan in the ordinary course of business (including purchases to offset the Share Dilution Amount pursuant to a publicly announced repurchase plan); provided that any purchases to offset the Share Dilution Amount shall in no event exceed the Share Dilution Amount; (iii) any dividends or distributions of rights or Junior Stock in connection with a stockholders' rights

plan or any redemption or repurchase of rights pursuant to any stockholders' rights plan; (iv) the acquisition by the Corporation or any of its subsidiaries of record ownership in Junior Stock for the beneficial ownership of any other persons (other than the Corporation or any of its subsidiaries), including as trustees or custodians; and (v) the exchange or conversion of Junior Stock for or into other Junior Stock (with the same or lesser aggregate liquidation amount). "Share Dilution Amount" means the increase in the number of diluted shares outstanding (determined in accordance with generally accepted accounting principles in the United States, and as measured from the Original Issue Date) resulting from the grant, vesting or exercise of equity-based compensation to employees and equitably adjusted for any stock split, stock dividend, reverse stock split, reclassification or similar transaction.

When dividends are not paid (or declared and a sum sufficient for payment thereof set aside for the benefit of the holders thereof on the applicable record date) on any Dividend Payment Date in full on shares of the Series A Preferred Stock, all dividends declared on the Series A Preferred Stock and payable on such Dividend Payment Date shall be declared pro rata so that the respective amounts of such dividends declared shall bear the same ratio to each other as all accrued and unpaid dividends per share on the shares of the Series A Preferred Stock (including, as provided in Section 3(a) above, any dividends on such amount) (subject to their having been declared by the Board of Directors or a duly authorized committee of the Board of Directors out of legally available funds and including, all accrued but unpaid dividends) bear to each other.

Subject to the foregoing, and not otherwise, such dividends (payable in cash, securities or other property) as may be determined by the Board of Directors or any duly authorized committee of the Board of Directors may be declared and paid on any securities, including Common Stock and other Junior Stock, from time to time out of any funds legally available for such payment, and holders of the Series A Preferred Stock shall not be entitled to participate in any such dividends.

Section 4. *Liquidation, Dissolution or Winding Up.* In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, then, before any distribution or payment shall be made to the holders of Junior Stock, the holders of the Series A Preferred Stock shall be entitled to be paid in full the respective amounts of the liquidation preferences thereof, which in the case of the Series A Preferred Stock shall be the Liquidation Amount, plus an amount equal to all accrued and unpaid dividends, if any (including, as provided in Section 3(a) above, any dividends on such amount), whether or not declared, prior to such distribution or payment date. If such payment shall have been made in full to the holders of the Series A Preferred Stock, the remaining assets and funds of the Corporation shall be distributed among the holders of Junior Stock, according to their respective rights and preferences and in each case according to their respective shares. If, upon any liquidation, dissolution or winding up of the affairs of the Corporation, the amounts so payable are not paid in full to the holders of all outstanding shares of the Series A Preferred Stock, the holders of the Series A Preferred Stock shall share ratably in any distribution of assets in proportion to the full amounts to which they would otherwise be respectively entitled. Neither the consolidation or merger of the Corporation, nor the sale, lease or conveyance of all or a part of its assets, shall be deemed a liquidation, dissolution or winding up of the affairs of the Corporation within the

meaning of the foregoing provisions of this Section 4.

Section 5. *Redemption.*

(a) **Optional Redemption.** The Series A Preferred Stock may not be redeemed by the Corporation prior to December 31, 2014 (the "First Optional Redemption Date"). On or after that date, the Corporation, at its option, may redeem, in whole or in part, at any time and from time to time, out of funds legally available therefor, the shares of the Series A Preferred Stock at the time outstanding, upon notice given as provided in Section 5(c) below, at a redemption price per share equal to the sum of (i) the Liquidation Amount per share and (ii) except as otherwise provided below, any accrued and unpaid dividends (including, as provided in Section 3(a) above, any dividends on such amount) (regardless of whether any dividends are actually declared) to, but excluding, the date fixed for redemption (the "Redemption Price").

The Redemption Price for any shares of the Series A Preferred Stock shall be payable on the redemption date to the holder of such shares against surrender of the certificate(s) evidencing such shares to the Corporation or its agent. Any declared but unpaid dividends payable on a redemption date that occurs subsequent to the Dividend Record Date for a Dividend Period shall not be paid to the holder entitled to receive the Redemption Price on the redemption date, but rather shall be paid to the holder of record of the redeemed shares on such Dividend Record Date relating to the Dividend Payment Date as provided in Section 3 above.

(b) **No Mandatory Redemption; No Sinking Fund.** The Series A Preferred Stock will not be subject to any mandatory redemption, mandatory repurchase, sinking fund or other similar provisions. Holders of the Series A Preferred Stock will have no right to require redemption or repurchase of any shares of the Series A Preferred Stock.

(c) **Notice of Redemption.** Notice of every redemption of shares of the Series A Preferred Stock shall be given by first class mail, postage prepaid, addressed to the holders of record of the shares to be redeemed at their respective last addresses appearing on the books of the Corporation. Such mailing shall be at least 30 days and not more than 60 days before the date fixed for redemption. Any notice mailed as provided in this subsection (c) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any holder of shares of the Series A Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of the Series A Preferred Stock. Notwithstanding the foregoing, if shares of the Series A Preferred Stock are issued in book-entry form through The Depository Trust Corporation or any other similar facility, notice of redemption may be given to the holders of the Series A Preferred Stock at such time and in any manner permitted by such facility. Each notice of redemption given to a holder shall state: (1) the redemption date; (2) the number of shares of the Series A Preferred Stock to be redeemed and, if less than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (3) the Redemption Price; and (4) the place or places where certificates for such shares are to be surrendered for payment of the redemption price, but failure duly to give such notice to any holder of shares of the Series A Preferred Stock designated for redemption or any defect in such notice shall not affect the validity of the proceedings for the

redemption of any other shares of the Series A Preferred Stock.

(d) **Partial Redemption.** In case of any redemption of part of the shares of the Series A Preferred Stock at the time outstanding, the shares to be redeemed shall be selected either pro rata or in such other manner as the Board of Directors or a duly authorized committee thereof may determine to be fair and equitable. Subject to the provisions hereof, the Board of Directors or a duly authorized committee thereof shall have full power and authority to prescribe the terms and conditions upon which shares of the Series A Preferred Stock shall be redeemed from time to time. If fewer than all the shares represented by any certificate are redeemed, a new certificate shall be issued representing the unredeemed shares without charge to the holder thereof.

(e) **Effectiveness of Redemption.** If notice of redemption has been duly given and if on or before the redemption date specified in the notice all funds necessary for the redemption have been deposited by the Corporation, in trust for the pro rata benefit of the holders of the shares called for redemption, with a bank or trust company doing business in the Borough of Manhattan, The City of New York, and having a capital and surplus of at least \$500 million and selected by the Board of Directors or a duly authorized committee thereof, so as to be and continue to be available solely therefor, then, notwithstanding that any certificate (if the shares of Series A Preferred Stock are not in book-entry form) for any share so called for redemption has not been surrendered for cancellation, on and after the redemption date dividends shall cease to accrue on all shares so called for redemption, all shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption from such bank or trust company, without interest. Any funds unclaimed at the end of three years from the redemption date shall, to the extent permitted by law, be released to the Corporation, after which time the holders of the shares so called for redemption shall look only to the Corporation for payment of such amounts.

(f) **Status of Redeemed Shares.** Shares of the Series A Preferred Stock that are redeemed, repurchased or otherwise acquired by the Corporation shall revert to authorized but unissued shares of Preferred Stock (provided that any such cancelled shares of the Series A Preferred Stock may be reissued only as shares of any series of the Preferred Stock other than the Series A Preferred Stock).

Section 6. *Conversion.* Holders of the Series A Preferred Stock shares shall have no right to exchange or convert such shares into any other securities.

Section 7. *Voting Rights.*

(a) **General.** The holders of the Series A Preferred Stock shall not have any voting rights except as set forth below or as otherwise from time to time required by law.

(b) **Series A Preferred Stock Directors.** Whenever, at any time or times, dividends payable on the shares of the Series A Preferred Stock have not been paid for an aggregate of six quarterly Dividend Periods or more, whether or not consecutive, the authorized number of directors of the Corporation shall automatically be increased to accommodate the number of the

Preferred Directors specified below and the holders of the Series A Preferred Stock shall have the right, voting as a class, to elect two directors (hereinafter the “Preferred Directors” and each a “Preferred Director”) to fill such newly created directorships at the Corporation’s next annual meeting of stockholders (or at a special meeting called for that purpose prior to such next annual meeting) and at each subsequent annual meeting of stockholders until all accrued and unpaid dividends for all past Dividend Periods, including the latest completed Dividend Period (including, as provided in Section 3(a) above, any dividends on such amount), on all outstanding shares of the Series A Preferred Stock have been declared and paid in full, at which time such right shall terminate with respect to the Series A Preferred Stock, except as herein or by law expressly provided, subject to revesting in the event of each and every subsequent payment failure of the character above mentioned; provided that it shall be a qualification for election for any Preferred Director that the election of such Preferred Director shall not cause the Corporation to violate any corporate governance requirements of any securities exchange or other trading facility on which securities of the Corporation may then be listed or traded that listed or traded companies must have a majority of independent directors. Upon any termination of the right of the holders of shares of the Series A Preferred Stock as a class to vote for directors as provided above, the Preferred Directors shall cease to be qualified as directors, the term of office of all Preferred Directors then in office shall terminate immediately and the authorized number of directors shall be reduced by the number of the Preferred Directors elected pursuant hereto. Any Preferred Director may be removed at any time, with or without cause, and any vacancy created thereby may be filled, only by the affirmative vote of the holders of a majority of the shares of the Series A Preferred Stock at the time outstanding voting separately as a class, to the extent the voting rights of such holders described above are then exercisable. If the office of any Preferred Director becomes vacant for any reason other than removal from office as aforesaid, the remaining Preferred Director may choose a successor who shall hold office for the unexpired term in respect of which such vacancy occurred.

(c) **Class Voting Rights as to Particular Matters.** So long as any shares of the Series A Preferred Stock are outstanding, in addition to any other vote or consent of stockholders required by law or by the Charter, the vote or consent of the holders of at least 66 2/3% of the shares of the Series A Preferred Stock at the time outstanding, voting as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

(i) **Authorization of Senior or Pari Passu Stock.** Any amendment or alteration of the Certificate of Designations for the Series A Preferred Stock or the Charter (including any amendment to the Charter effectuated by a certificate of designations) to authorize or create or increase the authorized amount of, or any issuance of, any shares of, or any securities convertible into or exchangeable or exercisable for shares of, any class or series of capital stock of the Corporation ranking senior to or pari passu with the Series A Preferred Stock with respect to either or both the payment of dividends and/or the distribution of assets on any liquidation, dissolution or winding up of the Corporation;

(ii) **Amendment of the Series A Preferred Stock.** Any amendment, alteration or repeal of any provision of the Certificate of Designations for the Series A Preferred Stock or the Charter (including, unless no vote on such merger or consolidation is required by Section

7(c)(iii) below, any amendment, alteration or repeal by means of a merger, consolidation or otherwise) so as to adversely affect the rights, preferences, privileges or voting powers of the Series A Preferred Stock; provided, however, that notwithstanding anything to the contrary herein, the vote of 100% of the shares of the Series A Preferred Stock at the time outstanding shall be necessary to (A) reduce the Liquidation Amount, (B) reduce the Applicable Dividend Rate, (C) provide for the payment of dividends on the Series A Preferred Stock to be made in other than U.S. dollars, (D) change any Dividend Payment Date or the First Optional Redemption Date or (E) make dividends on the Series A Preferred Stock non-cumulative; or

(iii) **Share Exchanges, Reclassifications, Mergers and Consolidations.** Any consummation of a binding share exchange or reclassification involving the Series A Preferred Stock, or of a merger or consolidation of the Corporation with or into another corporation or other entity, unless in each case (x) the shares of the Series A Preferred Stock remain outstanding and are not amended in any respect or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, are converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent, and (y) such shares remaining outstanding or such preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of the Series A Preferred Stock immediately prior to such consummation, taken as a whole;

provided, however, that for all purposes of this Section 7(c), any increase in the amount of the authorized Preferred Stock, or the creation and issuance, or an increase in the authorized or issued amount, whether pursuant to preemptive or similar rights or otherwise, of any other series of the Preferred Stock, or any securities convertible into or exchangeable or exercisable for any other series of the Preferred Stock, ranking junior to the Series A Preferred Stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and the distribution of assets upon liquidation, dissolution or winding up of the Corporation will not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the holders of outstanding shares of the Series A Preferred Stock.

(d) **Changes after Provision for Redemption.** No vote or consent of the holders of the Series A Preferred Stock shall be required pursuant to Section 7(c) above if, at or prior to the time when any such vote or consent would otherwise be required pursuant to such Section, all outstanding shares of the Series A Preferred Stock shall have been redeemed, or shall have been called for redemption upon proper notice and sufficient funds shall have been deposited in trust for such redemption, in each case pursuant to Section 5 above.

(e) **Procedures for Voting and Consents.** The rules and procedures for calling and conducting any meeting of the holders of the Series A Preferred Stock (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules that the Board of Directors or any duly authorized committee of the Board of Directors, in its discretion, may adopt from time

to time, which rules and procedures shall conform to the requirements of the Charter, the Bylaws, and applicable law and the rules of any national securities exchange or other trading facility on which the Series A Preferred Stock is listed or traded at the time.

Section 8. *Record Holders.* To the fullest extent permitted by applicable law, the Corporation and any transfer agent for the Series A Preferred Stock may deem and treat the record holder of any share of the Series A Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

Section 9. *Notices.* All notices or communications in respect of the Series A Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, in the Charter or Bylaws or by applicable law. Notwithstanding the foregoing, if shares of the Series A Preferred Stock are issued in book-entry form through The Depository Trust Corporation (“DTC”) or any similar facility, such notices may be given to the holders of the Series A Preferred Stock in any manner permitted by such facility.

Section 10. *No Preemptive Rights.* No holder of the Series A Preferred Stock shall be entitled as a matter of right to subscribe for or purchase, or have any preemptive right or any other right to remediate dilution with respect to, any part of any new or additional issue of stock of any class whatsoever, or of securities convertible into any stock of any class whatsoever, whether now or hereafter authorized and whether issued for cash or other consideration or by way of dividend.

Section 11. *Replacement Certificates.* The Corporation shall replace any mutilated certificate at the holder’s expense upon surrender of that certificate to the Corporation. The Corporation shall replace certificates that become destroyed, stolen or lost at the holder’s expense upon delivery to the Corporation of reasonably satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be reasonably required by the Corporation.

Section 12. *Other Rights.* The shares of the Series A Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Charter or as provided by applicable law.

Section 13. *Form.*

(a) The Series A Preferred Stock shall be initially issued in substantially the form set forth in Exhibit A (“Series A Preferred Share Certificate”) and shall have such insertions as are appropriate or required or permitted by this Certificate of Designations and may have such letters, numbers or other marks of identification and such legends and endorsements, stamped, printed, lithographed or engraved thereon, as the Corporation may deem appropriate and as are not inconsistent with the provisions of this Certificate of Designations, such as may be required to comply with this Certificate of Designations, any law or any rule of any securities exchange

on which the Series A Preferred Stock may be listed, and such as may be necessary to conform to customary usage.

(b) If the Series A Preferred Stock is sold pursuant to an effective registration statement filed with the Securities and Exchange Commission, or if the Corporation so elects at any time, any Series A Preferred Share Certificates may be presented to the Transfer Agent by holders in exchange for one or more Global Shares up to the aggregate number of shares of Series A Preferred Stock then outstanding, to be registered in the name of DTC, or its nominee, and delivered by the Transfer Agent to DTC, or its custodian, for crediting to the accounts of its participants pursuant to the procedures of DTC. Upon such presentation, the Corporation shall execute a Global Share representing such aggregate number of shares of Series A Preferred Stock and deliver the same to the Transfer Agent for authentication and delivery.

(c) Any Global Share shall bear the legend substantially in the form set forth in Exhibit C hereto (the "Global Share Legend").

(d) So long as a Global Share is registered in the name of DTC or its nominee, members of, or participants in, DTC ("Agent Members") shall have no rights under this Certificate of Designation with respect to the Global Share held on their behalf by DTC or the Transfer Agent as its custodian, and DTC may be treated by the Corporation, the Transfer Agent and any agent of the Corporation or the Transfer Agent as the absolute owner of such Global Share for all purposes. Accordingly, any such owner's beneficial interest in such Global Share will be shown only on, and the transfer of such interest shall be effected only through, records maintained by DTC or its nominee or its Agent Members, and neither the Corporation nor the Transfer Agent shall have any responsibility with respect to such records maintained by DTC or its nominee or its Agent Members. Notwithstanding the foregoing, nothing herein shall prevent the Corporation, the Transfer Agent or any agent of the Corporation or the Transfer Agent from giving effect to any written certification, proxy or other authorization furnished by DTC or impair, as between DTC and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder.

(e) Any holder of a Global Share registered in the name of DTC or its nominee shall, by acceptance of such Global Share, agree that transfers of beneficial interests in such Global Share may be effected only through a book-entry system maintained by the holder of such Global Share (or its agent), and that ownership of a beneficial interest in the Series A Preferred Stock represented thereby shall be required to be reflected in book-entry form.

(f) Transfers of a Global Share registered in the name of DTC or its nominee shall be limited to transfers in whole, and not in part, to the Corporation, DTC, their successors, and their respective nominees. Interests of beneficial owners in a Global Share registered in the name of DTC or its nominee shall be transferred in accordance with the rules and procedures of DTC.

(g) A Global Share registered in the name of DTC or its nominee shall be exchanged for certificated shares of Series A Preferred Stock only if DTC (A) has notified the Corporation that it is unwilling or unable to continue as or ceases to be a clearing agency registered under Section 17A of the Exchange Act, and (B) a successor to DTC registered as a clearing agency

under Section 17A of the Exchange Act is not able to be appointed by the Corporation within 90 days or DTC is at any time unwilling or unable to continue as a depository and a successor to DTC is not able to be appointed by the Corporation within 90 days. In any such event, a Global Share registered in the name of DTC or its nominee shall be surrendered to the Transfer Agent for cancellation, and the Corporation shall execute, and the Transfer Agent shall countersign and deliver, to each beneficial owner identified by DTC, in exchange for such beneficial owner's beneficial interest in such Global Share, certificated shares of the Series A Preferred Stock representing, in the aggregate, the number of shares theretofore represented by such Global Share with respect to such beneficial owner's respective beneficial interest. Any certificated share of Series A Preferred Stock delivered in exchange for an interest in a Global Share pursuant to this Section shall not bear the Global Share Legend. Interests in the Global Shares may not be exchanged for certificated shares of Series A Preferred Stock other than as provided in this Section 13(g).

(h) The holder of a Global Share registered in the name of DTC or its nominee may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a holder is entitled to take under this Certificate of Designations.

Section 14. *Transfer Restrictions and Legends.* (a) Each Series A Preferred Share Certificate issued hereunder shall bear the legend set forth in Exhibit A hereto.

(i) Shares of Series A Preferred Stock may not be reoffered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of by a holder except pursuant to (A) a registration statement that has become effective under the Securities Act or (B) pursuant to an exemption from the registration requirements of the Securities Act, including Rule 144 under the Securities Act.

(ii) Any shares of Series A Preferred Stock as to which such restrictions on transfer shall have expired in accordance with their terms such that they can be freely sold without limits under the Securities Act and any applicable state securities law may, upon surrender of the Series A Preferred Share Certificate representing such shares for exchange in accordance with the procedures of the Transfer Agent (as defined in Section 17 below) (together with any legal opinions, certifications or other evidence as may reasonably be required by the Corporation or the Transfer Agent in order to determine that the proposed transfer is being made in compliance with the Securities Act and applicable state securities laws), be exchanged for a new Series A Preferred Share Certificate for a like number of shares, which shall not bear such legend.

(b) Any shares of Series A Preferred Stock that are purchased or owned by the Corporation or any "affiliate" thereof (as defined under Rule 144 under the Securities Act) may not be resold by the Corporation or such affiliate unless registered under the Securities Act or resold pursuant to an exemption from the registration requirements of the Securities Act in a transaction that results in such shares no longer being "restricted securities" (as defined in Rule 144 under the Securities Act).

Section 15. *Transfer, Exchange and Substitution.* (a) Series A Preferred Share Certificates shall be issued in registered form only. The Corporation shall cause to be kept at the office of the Transfer Agent, and the Transfer Agent shall maintain, a register (the “Preferred Share Register”) in which, subject to such reasonable regulations as the Corporation may prescribe, the Corporation shall provide for the registration of shares and transfers, exchanges or substitutions of Series A Preferred Share Certificates as herein provided. All Series A Preferred Share Certificates issued upon any registration of transfer or exchange of or substitution for shares shall be valid obligations of the Corporation, evidencing the same obligations, and entitled to the same benefits under this Certificate of Designations, as Series A Preferred Share Certificates surrendered for such registration of transfer, exchange or substitution.

(b) A holder may transfer a Series A Preferred Share Certificate only upon surrender of such Series A Preferred Share Certificate for registration of transfer. Series A Preferred Share Certificates may be presented for registration of transfer and exchange at the offices of the Transfer Agent with a written instruction of transfer in form satisfactory to the Transfer Agent, duly executed by such holder or by such holder’s attorney, duly authorized in writing. Such holder will also provide a written certificate (substantially in the form of Exhibit B hereto) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Series A Preferred Share Certificates. The Transfer Agent shall be entitled to conclusively rely upon any such certification in connection with the transfer of a Series A Preferred Share Certificate hereunder and shall have no responsibility to monitor or verify whether any such transfer complies with the requirements hereunder or otherwise complies with the Securities Act. No such transfer shall be effected until, and the transferee shall succeed to the rights of a holder only upon, final acceptance and registration of the transfer in the Preferred Share Register by the Transfer Agent. Prior to the registration of any transfer of a Series A Preferred Share Certificate by a holder as provided herein, the Corporation, the Transfer Agent, and any agent of the Corporation or the Transfer Agent may treat the person in whose name Series A Preferred Share Certificates are registered as the owner thereof for all purposes and as the person entitled to exercise the rights represented thereby, any notice to the contrary notwithstanding.

(c) Every Series A Preferred Share Certificate presented or surrendered for registration of transfer or for exchange or substitution shall (if so required by the Corporation or the Transfer Agent) be duly endorsed, or be accompanied by a duly executed instrument of transfer in form satisfactory to the Corporation and the Transfer Agent, by the holder thereof or such holder’s attorney duly authorized in writing.

(d) When Series A Preferred Share Certificates are presented to the Transfer Agent with a request to register the transfer of, or to exchange or substitute, such Series A Preferred Share Certificates, the Transfer Agent shall register the transfer or make the exchange or substitution as requested if its requirements for such transactions and any applicable requirements hereunder are satisfied. To permit registrations of transfers, exchanges and substitutions, the Corporation shall execute Series A Preferred Share Certificates at the Transfer Agent’s request and the Transfer Agent shall countersign and deliver such Series A Preferred Share Certificates. No service charge shall be made for any registration of transfer or exchange of or substitution for Series A Preferred Share Certificates, but the Corporation may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer of Series A Preferred Share Certificates.

(e) If less than all shares represented by a Series A Preferred Share Certificate are transferred, exchanged or substituted in accordance with this Certificate of Designations, the Series A Preferred Share Certificate shall be surrendered to the Transfer Agent and a new Series A Preferred Share Certificate for a number of shares equal to the shares represented by such Series A Preferred Share Certificate that were not transferred, exchanged or substituted, registered in such name or names as may be directed in writing by the surrendering holder, shall be executed by the Corporation and delivered to the Transfer Agent and the Transfer Agent shall countersign such new Series A Preferred Share Certificate and shall deliver such new Series A Preferred Share Certificate to the person or persons entitled to receive the same.

Section 16. *Surrender of Series A Preferred Share Certificates.* Any Series A Preferred Share Certificate surrendered for registration of transfer, exchange, or substitution of shares represented thereby shall, if surrendered to the Corporation, be delivered to the Transfer Agent, and all Series A Preferred Share Certificates surrendered or so delivered to the Transfer Agent shall be promptly cancelled by the Transfer Agent and shall not be reissued by the Corporation and no Series A Preferred Share Certificate shall be issued hereunder in lieu thereof. The Transfer Agent shall deliver to the Corporation from time to time or otherwise dispose of such cancelled shares as the Corporation may direct.

Section 17. *Transfer Agent And Registrar.* The duly appointed Transfer Agent and Registrar for the Series A Preferred Stock shall be (the "Transfer Agent"). The Corporation may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Corporation and the Transfer Agent; provided that the Corporation shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal; provided further that such successor transfer agent shall be the Transfer Agent for purposes of this Certificate of Designations.

EXHIBIT A
FORM OF SERIES A FIXED RATE CUMULATIVE
PERPETUAL PREFERRED STOCK
(\$25 LIQUIDATION PREFERENCE)

NUMBER SHARES
[_____] [_____]
CUSIP [_____]

[NGMCO, INC.]
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
THIS CERTIFICATE IS TRANSFERABLE

[THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS.]

[THIS INSTRUMENT IS ISSUED PURSUANT TO AND SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS OF A STOCKHOLDERS AGREEMENT, DATED [●], 2009, AMONG THE ISSUER OF THESE SECURITIES AND THE INVESTORS REFERRED TO THEREIN, AND AN EQUITY REGISTRATION RIGHTS AGREEMENT, DATED [●], 2009, AMONG THE ISSUER AND THE HOLDERS REFERRED TO THEREIN, COPIES OF WHICH ARE ON FILE WITH THE ISSUER. THE SECURITIES REPRESENTED BY THIS INSTRUMENT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID AGREEMENT WILL BE VOID.]

This is to certify that _____, is the owner of [] fully paid and non-assessable shares of Series A Fixed Rate Cumulative Perpetual Preferred Stock, \$0.01 par value, liquidation preference \$25.00 per share (the "Stock"), of *[NGMCO, Inc.]* (the "Corporation"), transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

This certificate is not valid or obligatory for any purpose unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile signatures of its duly authorized officers.

Dated: [], 2009

Name:
Title:

Name:
Title:

Countersigned and Registered
_____,
as Transfer Agent and Registrar

By: _____
Authorized Signature

[NGMCO, INC.]

[NGMCO, Inc.] (the "Corporation") will furnish, without charge to each stockholder who so requests, a copy of the certificate of designations establishing the powers, preferences and relative, participating, optional or other special rights of each class of stock of the Corporation or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights applicable to each class of stock of the Corporation or series thereof. Such information may be obtained by a request in writing to the Secretary of the Corporation at its principal place of business.

This certificate and the share or shares represented hereby are issued and shall be held subject to all of the provisions of the Corporation's Amended and Restated Certificate of Incorporation and the Certificate of Designations of the Series A Fixed Rate Cumulative Perpetual Preferred Stock (Liquidation Preference \$25.00 per share) (copies of which are on file with the Transfer Agent), to all of which the holder, by acceptance hereof, assents.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT MIN ACT- _____ Custodian _____
TEN ENT - as tenants by the entireties	(Minor) (Cust)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act
	_____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE

_____ shares of the capital stock represented by the within certificate, and do(es) hereby irrevocably constitute and appoint _____, Attorney to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

Signature

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this certificate in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

EXHIBIT B

FORM OF CERTIFICATE OF COMPLIANCE WITH TRANSFER RESTRICTIONS

In connection with the sale, assignment and transfer of _____ shares of Series A Fixed Rate Cumulative Perpetual Preferred Stock by _____ unto _____ (Please insert social security or other Taxpayer Identification Number of assignee) prior to the expiration of the holding period applicable to sales thereof under Rule 144 under the Securities Act of 1933, as amended (the “**Securities Act**”) (or any successor provision), the undersigned confirms that such shares are being transferred:

To *[NGMCO, Inc.]* (the “**Issuer**”) or any subsidiaries thereof; or

Pursuant to a registration statement that has become effective under the Securities Act; or

Pursuant to an exemption from registration provided by Rule 144 under the Securities Act or any other available exemption from the registration requirements of the Securities Act.

Prior to the registration of any transfer in accordance with the third box above, the Issuer and the Transfer Agent reserve the right to require the delivery of such legal opinion, certifications or other evidence as may reasonably be required in order to determine that the proposed transfer is being made in compliance with the Securities Act and applicable state securities laws.

Unless one of the boxes is checked, the Transfer Agent will refuse to register any of the shares of Series A Fixed Rate Cumulative Perpetual Preferred Stock evidenced by this certificate in the name of any person other than the registered holder thereof.

Date: [_____]

[Insert name of transferee]

By: _____

Name:

Title:

EXHIBIT C

GLOBAL SHARE LEGEND

UNLESS THIS GLOBAL SHARE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO *[NGMCO, INC.]* (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFER OF THIS GLOBAL SHARE SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO THE ISSUER, DTC, THEIR SUCCESSORS AND THEIR RESPECTIVE NOMINEES.

**Amended and Restated Master Sale & Purchase Agreement
Exhibit Z**

VEBA Note Term Sheet

EXHIBIT Z

VEBA NOTE TERM SHEET

[NGMCO, Inc.]

Term Sheet for Note due 2017

Following is a summary of the proposed principal terms for the Note to be issued to the Voluntary Employees' Beneficiary Association ("New VEBA") in connection with the transactions related to the restructuring of the obligations of General Motors Corporation to the New VEBA.

Issuer: *[NGMCO, Inc.]* (the "Company").

Securities Offered: US\$2.5 billion Note (the "Note").

Maturity Date: July 15, 2017.

Interest/Payment: Implied annual rate of 9% from July 15, 2009, payable in fixed payments in the following amounts in cash on July 15 of each of the following years:

<u>Year</u>	<u>Amount</u>
2013	\$1,384 million
2015	\$1,384 million
2017	\$1,384 million

Guarantees: Any present and future U.S. subsidiaries of the Company that are borrowers or guarantors with respect to the UST Note will fully and unconditionally guarantee the performance of all obligations of the Company under the Indenture and the Note, which guarantees will be secured to the same extent, if any, as are the obligations of such borrower under, or guarantors of, the UST Note, and subordinated only to any Permanent Financing (as defined below). Each guarantor of the Notes is herein referred to as a "Guarantor" and its guarantee is referred to herein as a "Guarantee."

Ranking: The obligations of the Company under the Notes and of the Guarantors under the Guarantees will:

- rank equally in right of payment with (1) any debt issued to the United States Department of Treasury ("UST") in the restructuring (the "UST Note") and (2) any debt issued to Canada in the restructuring (the "Canada Note");
- be secured on a pari passu basis by the collateral securing the UST Note;
- rank senior in right of payment to all unsecured indebtedness and other obligations of the Company that are by their terms subordinated to the Note;

- rank junior in right of payment to any permanent financing including UST delayed draw term loan, revolver or any other third party permanent financing entered into with the consent of UST (“Permanent Financing”); and
- be effectively subordinated in right of payment to all future first lien secured indebtedness and other obligations of the Company, to the extent of the value of the assets securing such obligations, and be structurally subordinated to all obligations of each of the Company’s subsidiaries that are not Guarantors.

Intercreditor Agreement

New VEBA, the UST and Canada shall enter into an intercreditor agreement in form and substance satisfactory to the UST, which shall provide that the UST Note, the Canadian Note and the Note shall rank equally and be pari passu and that the UST shall have the sole and exclusive right to exercise all remedies and to grant waivers with respect to the Note and the UST Note.

Transferability:

The Note will be transferable at any time in whole or in part to (1) the Company or its subsidiaries, or (2) an unlimited number of institutional accredited investors or qualified institutional buyers in transactions that (a) do not require registration under the Securities Act and (b) do not trigger registration under the Exchange Act; provided that if at any time the UST Note is registered under the Securities Act or exchanged for a note that is entitled to demand, shelf or piggyback registration rights, then the Note will be entitled to demand, shelf, and piggyback registration rights no less favorable than those of the UST Note.

Optional Redemption:

The Company may redeem the Note in whole or in part at any time at 100% of its principal amount, together with accrued and unpaid interest, if any, to the redemption date.

Covenants

The Note will have the same covenants as the UST Note, including, to the extent made by the Company under the UST Note, covenants in respect of Change of Control, Limitation of Incurrence of Indebtedness, Restricted Payments, Limitations on Liens, Limitation on Sale of Assets, Restrictions on Sale/Leaseback and Limitation on Merger/Consolidation.

Default Interest:

2% penalty interest upon any default under the terms of the Note.

Events of Default:

Events of Default will be the same as those in the UST Note, including, without limitation:

1. Default in payment on the Note when due, subject to any grace period in the UST Note.
2. Default in the observance or performance of covenants, subject to any grace period in the UST Note.
3. Bankruptcy or insolvency events, subject to any grace period in the UST Note.
4. Invalidity of Guarantees to the extent provided in the UST Note, subject to any grace period in the UST Note.

Modifications:

Unless (1) UST has transferred more than 75% of the UST Note and (2) the portion of the UST Note held by UST has an outstanding principal

amount that is less than the implied then current principal amount of the VEBA Note (assuming an implied 9% interest rate), any modifications agreed to by UST with respect to the terms of the UST Note will automatically modify, and be binding on, the Note, other than any such modification that makes any change that extends the maturity date, extends the date of any fixed payment, reduces the implied interest rate, reduces the amount of principal, changes the currency of payment, modifies any prepayment right or by its express terms limits or restricts any right to bring suit for payment.

Governing Law:

New York.

Amended and Restated Master Sale & Purchase Agreement

Disclosure Schedule