UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549-1004

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) August 6, 2013

GENERAL MOTORS COMPANY

(Exact Name of Registrant as Specified in its Charter)

DELAWARE	**001-34960**	**27-0756180**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

300 Renaissance Center, Detroit, Michigan	**48265-3000**
(Address of Principal Executive Offices)	(Zip Code)

(**313**) **556-5000**
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17-CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

TABLE OF CONTENTS

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On August 6, 2013 General Motors Company (the "Company"), the UAW Retiree Medical Benefits Trust (the "Selling Stockholder") and Deutsche Bank Securities Inc. as manager for the several underwriters named therein (collectively, the "Underwriters") entered into an underwriting agreement (the "Underwriting Agreement"), pursuant to which the Selling Stockholder agreed to sell to the Underwriters, and the Underwriters agreed to purchase from the Selling Stockholder, subject to and upon the terms and conditions set forth therein, an aggregate of 45,454,545 warrants of the Company. Each warrant represents the right to buy one share of the Company's common stock, par value $0.01 per share at an exercise price of $42.31 per share (the "Warrants"). The Warrants expire on December 31, 2015.

On August 12, 2013, the Company and U.S. Bank National Association, as Warrant Agent, entered into the Second Amended and Restated Warrant Agreement (the "Amended Warrant Agreement"). The Amended Warrant Agreement amends the Amended and Restated Warrant Agreement, dated as October 16, 2009 between the Company and the Warrant Agent. The Amended Warrant Agreement sets forth the terms and conditions for the Warrants.

A copy of the Underwriting Agreement has been attached as Exhibit 1.1 and a copy of the Amended Warrant Agreement has been attached as Exhibit 4.1 to this Current Report on Form 8-K. The foregoing descriptions of the Underwriting Agreement and the Amended Warrant Agreement do not purport to be complete and are qualified in their entirety by reference to such Exhibit.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit No.	Description
1.1	Underwriting Agreement, dated August 6, 2013, among General Motors Company, UAW Retiree Medical Benefits Trust, and Deutsche Bank Securities Inc., as manager for the several underwriters named therein.
4.1	Second Amended and Restated Warrant Agreement, dated August 12, 2013, between General Motors Company and U.S. Bank National Association as Warrant Agent.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GENERAL MOTORS COMPANY
(Registrant)

/s/ THOMAS S. TIMKO

Date: August 12, 2013

By: Thomas S. Timko
Vice President, Controller and Chief Accounting Officer

Exhibit 1.1

GENERAL MOTORS COMPANY

45,454,545 Warrants

Underwriting Agreement

August 6, 2013

DEUTSCHE BANK SECURITIES INC.
As Manager for the several underwriters
named in Schedule I hereto

c/o DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005

Ladies and Gentlemen:

I.

UAW Retiree Medical Benefits Trust, a Michigan trust established as a voluntary employees' beneficiary association (the "**Selling Securityholder**") proposes to sell to the several underwriters named in Schedule I hereto (collectively, the "**Underwriters**"), for whom Deutsche Bank Securities Inc. is acting as manager (the "**Manager**"), an aggregate of up to 45,454,545 warrants (the "**Warrants**") of General Motors Company, a Delaware corporation (the "**Company**"), representing the right to purchase an aggregate of up to that same number of shares (the "**Warrant Shares**") of the Company's common stock, par value $0.01 per share (the "**Common Stock**") subject to the terms and conditions provided herein, including the Selling Securityholder's acceptance of the Clearing Price (as defined below). The respective maximum amounts of the Warrants to be so purchased by the several Underwriters are set forth opposite their names in Schedule I hereto. If Deutsche Bank Securities Inc. is the sole Underwriter named in Schedule I, then all references in this Agreement to the "Manager" and the "Underwriters" shall be deemed to be references to Deutsche Bank Securities Inc.

The Company has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement, including a prospectus, on Form S-3 (File No. 333-188153), relating to certain securities of the Company (the "**Shelf Securities**"), including the Warrants and the Warrant Shares, to be sold from time to time by the Selling Securityholder. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (together with the rules and regulations of the Commission promulgated thereunder, the "**Securities Act**"), is hereinafter referred to as the "**Registration Statement.**" Such registration statement became effective upon filing with the Commission under Rule 462(e) under the Securities Act, and no post-effective amendment to the Registration Statement has been filed as of the date of this Agreement. The base prospectus covering the Shelf Securities dated April 26, 2013 in the form first used to confirm sales of the Warrants (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Basic Prospectus**." The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Warrants and Warrant Shares in the form first used to confirm sales of the Warrants (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Prospectus**," and the term "**Preliminary Prospectus**" means any preliminary form of the Prospectus.

The term "**Permitted Free Writing Prospectus**" as used herein means the documents identified as such in Schedule II hereto and any other "**free writing prospectus**" (as defined in Rule 405 under the Securities Act) that the Manager and the Company shall hereafter agree in writing to treat as part of the Disclosure Package. The term "**broadly available road show**" means a "bona fide electronic road show" as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. The term "**Disclosure Package**" as used herein means the Preliminary Prospectus dated August 5, 2013, as amended and supplemented immediately prior to the Initial Sale Time, together with the Permitted Free Writing Prospectuses. "**Initial Sale Time**" shall mean the time at which bids submitted to Deutsche Bank Securities Inc., in its capacity as the auction agent (the "**Auction Agent**") in connection with the Auction (as defined below) become irrevocable and may no longer be withdrawn, as set forth in the Preliminary Prospectus (including any extension of such deadline).

As used herein, the terms “Registration Statement,” “Basic Prospectus,” “Preliminary Prospectus,” “Disclosure Package” and “Prospectus” shall include the documents, if any, incorporated by reference therein as of the date hereof. The terms “**supplement**,” “**amendment**” and “**amend**” as used herein with respect to the Registration Statement, the Preliminary Prospectus, the Disclosure Package or the Prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), that are deemed to be incorporated by reference therein.

II.

(a) On the basis of the representations, warranties and covenants herein contained, and subject to the conditions herein set forth and the auction procedures described in the Preliminary Prospectus and the Prospectus, the Selling Securityholder agrees to sell to the Underwriters and the Underwriters agree to severally and not jointly purchase as set forth on Schedule I hereto, subject to any decrease pursuant to Article II(b) once the Clearing Price (as defined below) has been determined and accepted by the Selling Securityholder in its sole discretion, an aggregate of up to 45,454,545 Warrants (the “**Number of Offered Warrants**”) at a price per Warrant equal to (i) the price per Warrant (the “**Clearing Price**”) to be agreed in writing between the Auction Agent and the Selling Securityholder (such Clearing Price to be determined following the submission deadline for the auction relating to the Warrants (the “**Auction**”) to be commenced promptly following the execution of this Agreement and in the manner specified in the Preliminary Prospectus) minus (ii) a discount per Warrant equal to 2.25% of the Clearing Price. It is understood and agreed that the Selling Securityholder shall be under no obligation to sell any Warrants hereunder unless and until it has accepted the Clearing Price in accordance with the procedures provided for in this Agreement, which it may do in its sole discretion.

(b) If the number of Warrants for which bids are received in the Auction is (i) less than 50% of the Number of Offered Warrants, then no sales of Warrants shall be made pursuant to this Agreement, (ii) 50% or more but less than 100% of the Number of Offered Warrants, then the Selling Securityholder may, but shall not be required to (unless it has executed the Pricing Agreement described in clause (c) below, at which point it shall be required to), sell and deliver and, if so determined by the Selling Securityholder, the Underwriters shall purchase pursuant to this Agreement, all the Warrants for which bids were received in the Auction at a price per Warrant equal to the minimum bid price in the Auction (which in such case shall be the Clearing Price for purposes of this Agreement) less the discount specified in Article II(a)(ii), and (iii) 100% or more of the Number of Offered Warrants, then the Selling Securityholder may, but shall not be required to (unless it has executed the Pricing Agreement described in clause (c) below, at which point it shall be required to), sell and deliver and, if so determined by the Selling Securityholder, the Underwriters shall purchase pursuant to this Agreement, 100% of the Number of Offered Warrants at a price per Warrant equal to the Clearing Price less the discount specified in Article II(a)(ii). If the Selling Securityholder chooses to sell any Warrants in the case of subclause (ii) or subclause (iii) hereof, it shall sell (A) in the case of subclause (ii), all of the Warrants for which bids were received and (B) in the case of subclause (iii), 100% of the Number of Offered Warrants. If upon determination of the Clearing Price, the Selling Securityholder determines not to sell any Warrants pursuant to this Agreement, it shall notify the Manager as promptly as practicable of its decision not to sell any Warrants.

(c) If the Selling Securityholder chooses to sell any Warrants in accordance with Articles II(a) and II(b) above, the Selling Securityholder and the Manager, on behalf of the several Underwriters, will (1) promptly execute and deliver to each other a written agreement in substantially the form of Exhibit F hereto (the “**Pricing Agreement**”) and (2) immediately thereafter deliver an executed copy of the Pricing Agreement to the Company.

III.

The Company and the Selling Securityholder are advised by the Manager that the Underwriters propose to make a public offering of the Warrants pursuant to the Auction promptly following the execution of this Agreement. The Auction process is specified in the Preliminary Prospectus.

IV.

Payment for the Warrants shall be made by wire transfer of immediately available funds to the account specified by the Selling Securityholder to the Manager on the Closing Date (as defined below) against delivery of certificates therefor to the Manager by the Selling Securityholder (or its agent) for the respective accounts of the several Underwriters at 10:00 A.M. (New York time) on August 12, 2013, or such later time not later than August 26, 2013, as shall be designated by the Manager (the “**Closing Date**”). As used herein, “**business day**” means a day on which the New York Stock Exchange (the “**NYSE**”) is open for trading and on which banks in New York are open for business and not permitted by law or executive order to be closed.

The Warrants shall be registered in such names and in such amounts as the Manager shall request in writing not less than two (2) full business days prior to the Closing Date. The Warrants shall be delivered to the Manager on the Closing Date for the respective accounts of the several Underwriters through the facilities of the Depository Trust Company ("**DTC**"), with any transfer taxes payable in connection with the transfer of the Warrants to the Underwriters duly paid, against payment of the purchase price therefor.

V.

The several obligations of the Underwriters hereunder are subject to the following conditions:

(a) (i) No stop order suspending the effectiveness of the Registration Statement in the United States shall be in effect and no proceedings for such purpose shall be pending before or threatened by the Commission; (ii) there shall have been no material adverse change (not in the ordinary course of business) or any material development involving a prospective material adverse change (not in the ordinary course of business) in the financial condition of the Company and its subsidiaries, taken as a whole, in each case, from that set forth in the Registration Statement, the Disclosure Package and the Prospectus; (iii) the representations and warranties of the Company in Article VII(b) and Article VII(d) of this Agreement shall be true and correct in all all respects at and as of the Initial Sale Time with the same effect as if made at the Initial Sale Time; (iv) the representations and warranties of the Company and the Selling Securityholder in this Agreement that are subject to any limitation as to "materiality" or "material adverse effect" shall be true and correct in all respects on and as of the Closing Date with the same effect as if made on the Closing Date, and the representations and warranties of the Company and the Selling Securityholder in this Agreement that are not subject to any limitation as to "materiality" or "material adverse effect" shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and (v) the Manager shall have received on the Closing Date (A) a certificate, dated the Closing Date and signed by an executive officer of the Company, including without limitation the Treasurer or Assistant Treasurer of the Company (acting on behalf of the Company and without personal liability), (1) to the foregoing effect with respect to clauses (i), (ii) and (iii), and, (2) to the foregoing effect with respect to clause (iv) but only with respect to the representations and warranties of the Company; and (B) a certificate, dated the Closing Date and signed by the Selling Securityholder, to the foregoing effect with respect to clause (iv) but only with respect to the representations and warranties of the Selling Securityholder. The officer of the Company making such certificate may rely upon the best of his knowledge as to proceedings threatened or prospective changes and no such certificate of the Company shall apply to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by any Underwriter expressly for use therein.

(b) If the Company has rated debt outstanding, subsequent to the execution and delivery of this Agreement and prior to the Closing Date, there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act. For the avoidance of doubt, any undrawn balance under the 3-Year Revolving Credit Agreement, dated as of November 5, 2012, among General Motors Holdings, LLC, General Motors Financial Company, Inc., GM Europe Treasury Company AB, General Motors do Brasil Ltda., the subsidiary borrowers from time to time party thereto, the several lenders from time to time party thereto, JPMorgan Chase Bank, N.A. as administrative agent, Banco Do Brasil, as administrative agent for the Brazilian lenders, Citibank, N.A. as syndication agent, and Bank of America, N.A. as co-syndication agent and the 5-year Revolving Credit Agreement, dated as of November 5, 2012 among General Motors Holdings, LLC, the subsidiary borrowers from time to time parties thereto, the several lenders from time to time party thereto, JPMorgan Chase Bank, N.A. as syndication agent, and Bank of America, N.A., as co-syndication agent , shall not be considered outstanding debt for purposes of this clause (b).

(c) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal or state governmental or regulatory authority that would, as of the Closing Date, prevent the sale of the Warrants by the Selling Securityholder in the United States; and no injunction or order of any federal or state court shall have been issued that would, as of the Closing Date, prevent the sale of the Warrants by the Selling Securityholder in the United States.

(d) The Manager and the Selling Securityholder shall have received on the Closing Date an opinion of an attorney on the Legal Staff of the Company, dated the Closing Date, to the effect set forth in Exhibit A-1.

(e) The Manager and the Selling Securityholder shall have received on the Closing Date an opinion of Counsel to the Company, dated the Closing Date, to the effect set forth in Exhibit A-2.

(f) The Manager shall have received on the Closing Date (i) an opinion of the General Counsel of UAW Retiree Medical Benefits Trust dated the Closing Date, to the effect set forth in Exhibit A-3, and (ii) an opinion of Counsel to UAW Retiree Medical Benefits Trust dated the Closing Date, to the effect set forth in Exhibit A-4.

(g) The Manager shall have received on the Closing Date (i) an opinion of U.S. counsel for the Underwriters, dated the Closing Date, to the effect set forth in Exhibit B-1, and (ii) a Rule 10b-5 statement of U.S. counsel for the Underwriters, dated the Closing Date, to the effect set forth in Exhibit B-2.

(h) The Manager and the Selling Securityholder shall have received on each of the date hereof and the Closing Date customary "comfort letters," dated the date hereof or the Closing Date, as the case may be, in form and substance reasonably satisfactory to the Manager and the Selling Securityholder, from Deloitte & Touche LLP.

(i) The Manager shall have received a "lock-up" agreement, substantially in the form of Exhibit C, executed by the Selling Securityholder, relating to sales and certain other dispositions of shares of Common Stock or certain other securities of the Company, which agreements shall be in full force and effect on the Closing Date.

(j) (1) The Warrant Shares shall have been listed and (2) the Warrants shall have been duly listed, subject to notice of issuance, in each case on the NYSE, and evidence thereof shall have been provided to the Manager.

(k) The Second Amended and Restated Warrant Agreement by and between the Company and U.S. Bank National Association in the form attached as Exhibit D hereto (the "**Warrant Agreement**"), shall have been duly executed and delivered by the Company and U.S. Bank National Association on or prior to the Closing Date (and a copy thereof shall have been provided to the Manager and the Company) and shall be effective.

(l) The Consent to the Warrant Agreement (the "Warrant Agreement Consent") in the form attached as Exhibit E hereto shall have been duly executed and delivered by the Selling Securityholder on or prior to the Closing Date (and a copy thereof shall have been provided to the Manager and the Company) and shall be effective.

(m) The Manager and the Selling Securityholder shall have executed and delivered to each other the Pricing Agreement.

VI.

In further consideration of the agreements of the Underwriters contained in this Agreement, the Company covenants as follows:

(a) To furnish the Manager and the Selling Securityholder, upon written request, without charge, a copy of the Disclosure Package and the Registration Statement including exhibits and materials, if any, incorporated by reference therein and, during the period beginning with the Initial Sale Time and ending on the later of the Closing Date or such date as the Prospectus is no longer required by law to be delivered in connection with the initial offering or sale of the Warrants (including in circumstances where such requirement may be satisfied pursuant to Rule 172) (the "**Prospectus Delivery Period**"), as many copies of any Permitted Free Writing Prospectus and the Prospectus and any supplements and amendments thereto, in all cases as the Manager and the Selling Securityholder may reasonably request.

(b) During the Prospectus Delivery Period, before amending or supplementing the Registration Statement or the Prospectus with respect to the Warrants or the Warrant Shares, to furnish the Manager and the Selling Securityholder a copy of each such proposed amendment or supplement.

(c) To furnish to the Underwriters and the Selling Securityholder, upon written request, copies of each amendment to the Registration Statement, and of each amendment and supplement to the Prospectus, in such quantities as the Underwriters and the Selling Securityholder may from time to time reasonably request; and if during the Prospectus Delivery Period, either (i) any event shall have occurred as a result of which the Prospectus or the Disclosure Package as then amended or supplemented would, as determined by the Company, include any untrue statement of a material fact, or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and in order that timely information is provided pursuant to Rule 159 under the Securities Act, or (ii) for any other reason, as determined by the Company, it shall be necessary to amend or supplement the Registration Statement or the Prospectus as then so amended or supplemented, or to file under the Exchange Act any document incorporated by reference in the Prospectus, in order to comply with the Securities Act or the Exchange Act, the Company will (A) notify the Underwriters to suspend offers and sales of the Warrants and if notified by the Company, the Underwriters shall forthwith suspend such solicitation and cease using the Prospectus, as then amended or supplemented, and (B) promptly prepare and file with the Commission such document incorporated by reference in the Prospectus or an amendment or supplement to the Registration Statement or the Prospectus, as applicable, which will correct such statement or omission or effect such compliance, and will provide to the Underwriters without charge a reasonable number of copies thereof, which the Underwriters shall use thereafter.

(d) To furnish to the Manager and the Selling Securityholder a copy of each proposed "free writing prospectus" (as defined under Rule 405 of the Securities Act) to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which the Manager reasonably objects.

(e) To use its reasonable best efforts to cooperate with the Underwriters and their counsel in connection with the qualification or registration of the Warrants and the Warrant Shares for offer and sale under the securities or "Blue Sky" laws of such jurisdictions as the Underwriters may reasonably request and to maintain such qualification in effect for as long as may be necessary to complete the sale of the Warrants pursuant to this Agreement; provided, however, that in connection therewith neither the Company nor the Selling Securityholder shall be required to qualify as a foreign corporation to do business, or to file a general consent to service of process, in any jurisdiction, or to take any other action that would subject it to general service of process or to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(f) The Company will make generally available to its security holders and to the Underwriters as soon as practicable earning statements that satisfy the provisions of Section 11(a) of the Securities Act covering twelve (12) month periods beginning, in each case, not later than the first day of the Company's fiscal quarter next following the "effective date" (as defined in Rule 158(c) under the Securities Act) of the Registration Statement with respect to each sale of Warrants. If such fiscal quarter is the last fiscal quarter of the Company's fiscal year, such earning statement shall be made available not later than ninety (90) days after the close of the period covered thereby and in all other cases shall be made available not later than forty-five (45) days after the close of the period covered thereby.

(g) To use its reasonable efforts, in cooperation with the Manager, to effect and maintain the listing of the Warrants on the NYSE for so long as the Warrants are outstanding and to furnish any and all documents, instruments, information and undertakings that may be necessary or advisable in order to maintain such listing.

(h) To reserve and keep available at all times, free of preemptive rights, shares of Common Stock for the purpose of enabling the Company to satisfy its obligations to issue the Warrant Shares issuable upon exercise of the Warrants, and furnish any and all documents, instruments, information and undertakings that may be necessary or advisable in order to maintain the listings of the Warrant Shares on the NYSE and the Toronto Stock Exchange (the "**TSX**").

(i) During the Prospectus Delivery Period, to notify the Manager and the Selling Securityholder as promptly as practicable of the filing of any amendment or supplement to the Registration Statement or Prospectus.

(j) The Company will as promptly as practicable notify the Manager and the Selling Securityholder of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, any of the Disclosure Package or the Prospectus or having the effect of ceasing or suspending trading in the Warrants or the Warrant Shares or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act or the receipt by the Company of any notice with respect to any suspension of the qualification or distribution of the Warrants or the Warrant Shares for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use its reasonable best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Disclosure Package or the Prospectus or suspending any such qualification or distribution of the Warrants or the Warrant Shares, or having the effect of ceasing or suspending trading in the Warrants or the Warrant Shares, and, if any such order is issued, will use its reasonable best efforts as soon as practicable to obtain the withdrawal thereof.

(k) The Company, during the Prospectus Delivery Period, will file timely (giving effect to any grace periods or extensions available under applicable Commission regulations) all documents required to be filed with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act.

(l) The Company will (i) in respect of the Warrants and the Warrant Shares, promptly within the time periods specified therein, effect the filings required of it pursuant to Rule 424 and/or Rule 433 under the Securities Act, and (ii) take such steps as it deems necessary to ascertain promptly whether any Permitted Free Writing Prospectus transmitted for filing under Rule 433 of the Securities Act was received for filing by the Commission and, in the event that such Permitted Free Writing Prospectus was not so received, it will promptly file the relevant Permitted Free Writing Prospectus.

(m) For a period of thirty (30) days after the date of the Prospectus, without the prior written consent of the Manager on behalf of the Underwriters, the Company will not: (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Securities Act relating to, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; provided, however, that notwithstanding the foregoing, the Company may: (A) issue and/or sell shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or grant equity-based awards (including options, restricted stock awards, restricted stock units and/or salary stock units) pursuant to the terms of any agreement or pursuant to any employee stock option plan, employee stock incentive plan or employee stock ownership plan of the Company, in each case, in effect at the Initial Sale Time or specifically described in the Registration Statement, the Prospectus or the Disclosure Package;

(B) issue shares of Common Stock upon the conversion, exercise, exchange or settlement of any securities that are convertible into, exercisable or exchangeable for, or which may be settled for shares of Common Stock (including the Series B mandatory convertible junior preferred stock, par value $0.01 per share, of the Company, warrants (including the Warrants), options, restricted stock awards, restricted stock units and salary stock units) and that are outstanding at the Initial Sale Time or specifically described in the Registration Statement, the Prospectus or the Disclosure Package; (C) issue shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock in connection with transfers to dividend reinvestment plans or to employee benefit plans, in each case, in effect at the Initial Sale Time; (D) issue shares of Common Stock to existing holders of such stock for purposes of effecting a stock dividend or stock split; (E) issue shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock as consideration or partial consideration for any bona fide merger, acquisition, business combination or other strategic or commercial transaction or relationship; provided that the shares of Common Stock, options, warrants or other convertible or exchangeable securities relating to Common Stock so issued shall not have a fair market value (as reasonably determined by the Company after consultation with the Manager) in an amount greater than $5 billion, and further provided that the Manager shall have received an executed "lock-up" agreement, substantially in the form of Exhibit C hereto, for the balance of the lock-up period from each recipient of such securities issued pursuant to this clause (E); (F) file a registration statement on Form S-4 and/or Form S-8 (or any successor form) in connection with any of the foregoing ; and (G) file any prospectus supplement to the extent required by the exercise of a right by the United States Department of the Treasury ("**Treasury**") pursuant to that certain Equity Registration Rights Agreement, dated as of October 15, 2009 (as amended or supplemented), by and among the Company, Treasury, Canada GEN Investment Corporation (fka 7176384 Canada Inc.), the UAW Retiree Medical Benefits Trust, Motors Liquidation Company, and, for limited purposes, General Motors LLC (the "**Equity Registration Rights Agreement**").

(n) If the third anniversary of the initial effective date of the Registration Statement occurs before all the Warrants have been sold by the Underwriters, prior to the third anniversary the Company will file a new shelf registration statement and take any other action necessary to permit the public offering of the Warrants to continue without interruption; references herein to the Registration Statement shall include the new registration statement declared effective by (or which became automatically effective upon filing with) the Commission.

VII.

The Company represents and warrants to each of the several Underwriters and the Selling Securityholder that:

(a) Each part of the Registration Statement, when such part became effective, did not contain, and each part, as amended or supplemented, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(b) The Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) As of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date, the Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) At the Initial Sale Time, the Disclosure Package did not contain and, and as amended or supplemented, if applicable, will not contain, an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) Each broadly available road show, if any, when considered together with the Disclosure Package, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) No Issuer Free Writing Prospectus (as defined in Rule 433 under the Securities Act), as supplemented and amended by and taken together with the Disclosure Package, conflicts in any material respect with the information contained in the Registration Statement and the Prospectus. Each Issuer Free Writing Prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the Securities Act.

(g) As of the applicable effective date of the Registration Statement and any amendment thereto, the Registration Statement complied and as of the Closing Date will comply in all material respects with the Securities Act.

(h) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Disclosure Package or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder.

Notwithstanding anything to the contrary in this Agreement, the representations and warranties set forth in the foregoing clauses (a)-(h) shall not apply to statements in or omissions from the Registration Statement, the Prospectus, the Disclosure Package or any Issuer Free Writing Prospectus (or any amendment or supplement to any of the foregoing) (i) made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by any Underwriter expressly for use therein, or (ii) any information contained in any "free writing prospectus" (as defined under Rule 405 of the Securities Act) prepared by any Underwriter(s), except to the extent such information has been accurately extracted from the Prospectus or any Issuer Free Writing Prospectus prepared by the Company, or otherwise provided in writing by the Company and included in such free writing prospectus prepared by or on behalf of any Underwriter(s).

(i) The financial statements (including the related notes thereto) of the Company and its consolidated subsidiaries included in the Registration Statement, the Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and present fairly in all material respects the financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods covered thereby, except as may be expressly stated therein; and any supporting schedules included in the Registration Statement present fairly in all material respects the information required to be stated therein.

(j) Except in each case as otherwise disclosed or incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus, since the date of the most recent financial statements of the Company incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, (i) there has not been any material change in the capital stock (other than the exercise of warrants described in the Registration Statement, the Disclosure Package and the Prospectus, the conversion of convertible stock described in the Registration Statement, the Disclosure Package and the Prospectus or the grant and/or exercise of options or other equity-based awards under existing equity incentive plans described in the Registration Statement, the Disclosure Package and the Prospectus), or long-term debt of the Company or any of the subsidiaries of the Company listed on Schedule III hereto (the "**Subsidiaries**"), or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock, or any material adverse change in or affecting the business, properties, management, financial position or results of operations of the Company and its subsidiaries, taken as a whole; (ii) neither the Company nor any of its Subsidiaries has entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries, taken as a whole, or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries, taken as a whole; and (iii) neither the Company nor any of its Subsidiaries has sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except as would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(k) All pending or, to the knowledge of the Company, threatened legal or governmental proceedings to which the Company or any of its Subsidiaries is a party or to which any of the properties of the Company or any of its Subsidiaries is subject and that are required by the Securities Act to be disclosed in the Registration Statement, the Disclosure Package and the Prospectus have been accurately described or incorporated by reference therein in all material respects. There are no material regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or incorporated by reference or filed as required. No litigation or proceeding is pending, or, to the knowledge of the Company, threatened to restrain or enjoin the delivery of the Warrants by the Selling Securityholder or the Warrant Shares by the Company, or which in any way affects the validity of the Warrants or the Warrant Shares.

(l) The Company has filed the Registration Statement with the Commission, and such Registration Statement has become effective under the Securities Act. The Registration Statement is an automatic shelf registration statement as defined in Rule 405 under the Securities Act, the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement. The Company is not an "ineligible issuer," as defined under the Securities Act, at the times specified in the Securities Act in connection with the offering of the Warrants. No stop order suspending the effectiveness of the Registration Statement in the United States is in effect, and no proceedings for such purpose are pending before, or, to the knowledge of the Company, threatened by, the Commission. The Company is eligible to offer the Warrants and the Warrant Shares on a registration statement on Form S-3 pursuant to the standards for Form S-3 that were in effect immediately prior to October 21, 1992.

(m) Neither the Company nor any of its Subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the properties or assets of the Company or any of its

Subsidiaries are subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole, or on the power or ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated by the Disclosure Package.

(n) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, do not and will not contravene or violate any provision of applicable law or the certificate of incorporation or by-laws of the Company or any indenture, mortgage or other agreement or instrument binding upon the Company or any of its Subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any Subsidiary.

(o) No material authorization, consent or approval of, or registration or filing with, any governmental or public body or regulatory authority in the United States or in Canada is required on the part of the Company for the sale of the Warrants by the Selling Securityholder in accordance with this Agreement other than (i) the registration of the Warrants and the Warrant Shares under the Securities Act and the Exchange Act, as applicable, (ii) compliance with the securities or "Blue Sky" laws of various jurisdictions, (iii) those required by the rules and regulations of the Financial Industry Regulatory Authority ("**FINRA**"), the NYSE or the TSX, or (iv) those that have already been obtained.

(p) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its property and to conduct its business as described in the Disclosure Package and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(q) The Company has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; and all action required to be taken for the due and proper authorization, execution and delivery of this Agreement (and the consummation of the transactions contemplated thereby) has been duly and validly taken.

(r) The authorized and outstanding capitalization of the Company conforms in all material respects to the description thereof set forth in the Registration Statement, the Disclosure Package and the Prospectus.

(s) The Warrants have been duly authorized and validly issued and constitute valid and legally binding obligations of the Company in accordance with their terms; the form of certificate for the Warrants conforms to the corporate law of the jurisdiction of the Company's incorporation and to any requirements of the Company's organizational documents; as of the Closing Date, the Warrant Agreement will have been duly authorized, executed and delivered by the Company and will constitute a valid and legally binding obligation of the Company in accordance with its terms; as of the Closing Date, the Warrants (as amended by the Warrant Agreement) will conform in all material respects to the description thereof contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus.

(t) The Warrant Shares, and all outstanding shares of capital stock of the Company, have been duly authorized; the Warrant Shares have been validly reserved for issuance by the Company upon exercise of the Warrants against payment of the exercise price with respect to the Warrants (including by means of a net exercise) by all necessary corporate action of the Company, and the Warrant Shares, when duly issued by the Company, will be validly issued, fully paid and non-assessable and will conform to the descriptions thereof in the Registration Statement, the Disclosure Package and the Prospectus; all outstanding shares of capital stock of the Company are validly issued, fully paid and non-assessable and conform to the descriptions thereof in the Registration Statement, the Disclosure Package and the Prospectus; except as disclosed in the Registration Statement, the Disclosure Package or the Prospectus, the issuance of the Warrant Shares will not be subject to any preemptive or similar rights, and there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company or any of its Subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company or any such Subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options; the capital stock of the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Disclosure Package and the Prospectus; and all the outstanding shares of capital stock or other equity interests of each Subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable (except, in the case of any foreign subsidiary, for directors' qualifying shares and except as otherwise described in the Registration Statement, the Disclosure Package or the Prospectus) and are so owned free and clear of any lien, charge, encumbrance or security interest, except for such liens, charges, encumbrances or security interests that would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(u) The Warrants shall be registered pursuant to Section 12(b) of the Exchange Act prior to the opening of trading on the day after the day on which the submission deadline for the Auction occurs, and by such time will have been approved for listing

on the NYSE, subject to notice of issuance, and the Company has not received any notification that the Commission or the NYSE is contemplating terminating such registration or listing.

(v) Except as disclosed in the Registration Statement, the Disclosure Package or the Prospectus, no person has the right to require the Company or any of its Subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Commission or the sale of the Warrants by the Selling Securityholder.

(w) The Company has not used any free writing prospectus other than a Permitted Free Writing Prospectus or used a Permitted Free Writing Prospectus except in compliance with Rule 433 under the Securities Act and otherwise in compliance with the Securities Act.

(x) The Company and its Subsidiaries have good and marketable title in fee simple to, or have valid and enforceable rights to lease or otherwise use, all material real and personal property that is currently employed by them in connection with the business now operated by them as described in the Disclosure Package and the Prospectus, in each case free and clear of all liens and encumbrances, except such as (i) are described in the Registration Statement, the Disclosure Package or the Prospectus or (ii) would not reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(y) The Company and its Subsidiaries own, license or otherwise possess, or can acquire on reasonable terms, adequate rights to use all material patents, patent rights, inventions, copyrights, trade secrets, trademarks, service marks and trade names currently employed by them in connection with the business now operated by them as described in the Disclosure Package and the Prospectus, except as such would not have a material adverse effect on the Company and its subsidiaries, taken as a whole; and neither the Company nor any of its Subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing, which, if determined adversely to the Company or its Subsidiaries, would have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(z) Except for matters that are described in the Registration Statement, the Disclosure Package or the Prospectus or that would not have a material adverse effect on the Company and its subsidiaries, taken as a whole, no labor dispute with the employees of the Company or any of its Subsidiaries exists or, to the knowledge of the Company, is imminent.

(aa) Except as would not give rise to any material liabilities under Environmental Laws, the Company represents to the best of its knowledge and belief that: (i) the Company and its Subsidiaries are, and at all prior times were, in material compliance with all applicable federal, state, local and foreign laws, rules and regulations relating to pollution or the protection of the environment, natural resources or human health or safety, including those relating to the generation, storage, treatment, use, handling, transportation, or Release of Hazardous Materials (collectively, "**Environmental Laws**"), (ii) the Company and its Subsidiaries are in material compliance with all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses, (iii) the Company and its Subsidiaries have not received notice of any liability under or relating to violation of, any Environmental Laws, including for the investigation or remediation of any Release of Hazardous Materials, (iv) there are no proceedings that are pending against the Company or any of its Subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than such proceedings in which it is reasonably believed that no monetary sanctions in excess of $100,000 will be imposed, (v) the Company and its Subsidiaries are not aware of any facts or issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws, including the Release of Hazardous Materials, that could reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiaries, taken as a whole, and (vi) none of the Company and its Subsidiaries anticipates material capital expenditures relating to any Environmental Laws.

(bb) To the knowledge of the Company, there has been no storage, generation, transportation, use, handling, treatment, or Release of Hazardous Materials by, relating to or caused by the Company or any of its Subsidiaries at, on, under or from any property or facility owned or operated by the Company in violation of any Environmental Laws or in a manner or amount or to a location that could reasonably be expected to result in any liability under any Environmental Law, except for any violation or liability which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole. "**Hazardous Materials**" means any material, chemical, substance, waste, pollutant, contaminant, compound, mixture, or constituent thereof, in any form or amount, including petroleum (including crude oil or any fraction thereof) and petroleum products, natural gas liquids, asbestos and asbestos containing materials, naturally occurring radioactive materials, brine, and drilling mud, regulated or which can give rise to liability under any Environmental Law. "**Release**" means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating in, into or through the environment.

(cc) Except as disclosed in the Registration Statement, the Disclosure Package or the Prospectus or as would not have a material adverse effect on the Company and its subsidiaries, taken as a whole: (i) each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), which is subject to ERISA, for which the Company or any member of its "Controlled Group" (defined as any organization which is a member of a

controlled group of corporations within the meaning of Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended (the "**Code**")) would have any liability (other than a "multiemployer plan" within the meaning of Section 3(37) of ERISA) (each, a "**Plan**") has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, as applicable, has been satisfied (without taking into account any funding variance pursuant to Section 412(c) of the Code or Section 302(c) of ERISA) and is reasonably expected to be satisfied in the future (without taking into account any funding variance pursuant to Section 412(c) of the Code or Section 302(c) of ERISA); (iv) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur with respect to a Plan covered by Title IV of ERISA; (v) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA with respect to the termination of, or withdrawal from, a Plan (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan", within the meaning of Section 4001(a)(3) of ERISA); (vi) there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan that could reasonably be expected to result in material liability to the Company and its subsidiaries, taken as a whole; and (vii) there has not been and is not reasonably likely to be a material increase in the aggregate amount of contributions required to be made to all Plans by the Company and its subsidiaries in the current fiscal year of the Company and its subsidiaries compared to the amount of such contributions made in the Company and its subsidiaries' most recently completed fiscal year.

(dd) Except as disclosed in the Registration Statement, the Disclosure Package or the Prospectus: (i) the Company maintains a system of "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) of the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed to provide reasonable assurance that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure; and (ii) the Company has carried out an evaluation of the effectiveness of its disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act. Except as disclosed in the Registration Statement, the Disclosure Package or the Prospectus, the Company maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed by, or under the supervision of, its principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with United States generally accepted accounting principles and include policies and procedures that: (A) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions of and dispositions of the assets of the Company; (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of the consolidated financial statements of the Company and its subsidiaries in accordance with United States generally accepted accounting principles, and that the receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (C) provide reasonable assurance regarding the prevention or timely detection of unauthorized acquisition, use, or disposition of assets that could have a material effect on the consolidated financial statements of the Company and its subsidiaries. Except as disclosed in the Registration Statement, the Disclosure Package or the Prospectus, the Company is not aware of any material weaknesses in the Company's internal control over financial reporting. The Company's auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (X) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that have materially adversely affected or are reasonably likely to materially adversely affect the Company's ability to record, process, summarize and report financial information; and (Y) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

(ee) The interactive data in eXtensbile Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(ff) Except for matters that would not, either individually or collectively, materially adversely affect the Company's results of operations and financial condition: (A) neither the Company nor any of its subsidiaries, nor to the Company's knowledge, any director, officer, affiliate, agent, employee or representative acting on behalf of the Company or any of its subsidiaries, has violated any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), and the rules and regulations thereunder, including, without limitation, by making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization or approval of the payment

or giving of any money, property, gifts or anything else of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or party official or any candidate for foreign political office in contravention of the FCPA; and (B) the Company and its subsidiaries have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures reasonably designed to promote and achieve compliance therewith.

(gg) The operations of the Company and its subsidiaries are and have been conducted in compliance in all material respects with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(hh) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or of any of its subsidiaries, is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC Sanctions**").

(ii) Except as otherwise disclosed in the Registration Statement, the Prospectus or the Disclosure Package, there is and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any applicable provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "**Sarbanes-Oxley Act**"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

The representations, warranties and covenants of the Company set forth in this Agreement shall survive the execution and delivery of this Agreement and the sale of the Warrants by the Selling Securityholder. The Company acknowledges that the Underwriters, the Selling Securityholder and, for purposes of the opinions to be delivered to the Underwriters pursuant to Article V hereof, counsel for the Company, counsel for the Selling Securityholder and counsel for the Underwriters, will rely upon the accuracy and truth of the representations contained in this Agreement and hereby consents to such reliance.

VIII.

The Selling Securityholder represents to each of the several Underwriters that:

(a) The Selling Securityholder now has a security entitlement (within the meaning of Section 8-102(a)(17) of the Uniform Commercial Code as in effect in the State of New York (the "**UCC**")) to the Warrants, free and clear of any action that may be asserted based on an adverse claim with respect to such security entitlement, and assuming that each Underwriter acquires its interest in the Warrants it has purchased from the Selling Securityholder without notice of any adverse claim (within the meaning of Section 8-105 of the UCC), upon the crediting of such Warrants to the securities account of such Underwriter maintained with DTC and payment therefor by such Underwriter, as provided herein, such Underwriter will have acquired a security entitlement to such Warrants, and no action based on any adverse claim may be asserted against such Underwriter with respect to such security entitlement.

(b) The Selling Securityholder has full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and this Agreement has been duly authorized, executed and delivered by or on behalf of the Selling Securityholder.

(c) No consent, approval or waiver is required under any instrument or agreement to which the Selling Securityholder is a party or by which the Selling Securityholder is bound in connection with the offering, sale or purchase by the Underwriters of any of the Warrants which may be sold by the Selling Securityholder under this Agreement or the consummation by the Selling Securityholder of any of the other transactions contemplated hereby other than those that have already been obtained.

(d) Prior to the Closing Date, the Selling Securityholder will have duly consented to the Warrant Agreement in the form attached as Exhibit D hereto by executing and delivering to the Manager and the Company the Warrant Agreement Consent in the form attached as Exhibit E hereto, subject to the closing of the offering and sale of the Warrants contemplated by this Agreement.

(e) The transactions by the Selling Securityholder contemplated by this Agreement, including the acquisition of the Warrants by the Underwriters and the disposition of the Warrants through the Underwriters pursuant to the Auction, do not constitute a non-exempt prohibited transaction under ERISA.

(f) The Selling Securityholder has not taken and will not take, directly or indirectly, any action designed to, or which has constituted, or which might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Warrants or the Warrant Shares and, other than as permitted by the Securities Act, the Selling Securityholder will not distribute any prospectus or other offering material in connection with the offering of the Warrants.

IX.

(a) Each of the Underwriters, severally and not jointly, represents, warrants and covenants to the Company and the Selling Securityholder that it has not made and will not make any offer relating to the Warrants that would constitute a “free writing prospectus” (as defined under Rule 405 under the Securities Act), other than a Permitted Free Writing Prospectus, without the prior written consent of the Company. Any free writing prospectus or Permitted Free Writing Prospectus prepared by or on behalf of such Underwriter will only be used by such Underwriter if it complies in all material respects with the requirements of the Securities Act.

(b) Each of the Underwriters, severally and not jointly, represents, warrants and covenants to the Company and the Selling Securityholder that it is aware that other than registering and qualifying the Warrants and the Warrant Shares under the Securities Act, the Exchange Act and complying with any applicable U.S. state securities or “Blue Sky” laws, no action has been or will be taken by the Company that would permit the offer or sale of the Warrants or the Warrant Shares or possession or distribution of the Prospectus, the Preliminary Prospectus or the Disclosure Package, or any other offering material relating to the Warrants or the Warrant Shares in any jurisdiction where action for that purpose is required. Accordingly, each Underwriter agrees that it will observe all applicable laws and regulations in each jurisdiction in or from which it may directly or indirectly acquire, offer, sell or deliver Warrants or the Warrant Shares or have in its possession or distribute the Prospectus, the Preliminary Prospectus or the Disclosure Package or any other offering material relating to the Warrants or the Warrant Shares, and each Underwriter will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the Warrants or the Warrant Shares under the laws and regulations in force in any such jurisdiction to which it is subject or in which it makes such purchase, offer or sale. None of the Company, the Selling Securityholder or any Underwriter shall have any responsibility for determining what compliance is necessary by any Underwriter or any other Underwriter or for the Underwriters or any other Underwriter obtaining such consents, approvals or permissions. Each Underwriter further agrees that it will take no action that will impose any obligations on the Company or the other Underwriters. Subject to the foregoing, each Underwriter shall, unless prohibited by applicable law, not enter into a contract of sale with any prospective purchaser of the Warrants until the Disclosure Package has been conveyed to the prospective purchaser. Without the Company's consent, the Underwriters are not authorized to give any information or to make any representation not contained in the Prospectus or any documents specifically referred to therein in connection with the offer and sale of the Warrants or the Warrant Shares.

X.

Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company will be responsible for, and will pay or cause to be paid, all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants and in connection with the registration and delivery of the Warrants and the Warrant Shares under the Securities Act, the Exchange Act and all other fees or expenses of the Company in connection with the preparation and filing of the Registration Statement, any Preliminary Prospectus, the Disclosure Package, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and amendments and supplements to any of the foregoing, including the filing fees payable to the Commission relating to the Warrants and the Warrant Shares (within the time required by Rule 456(b)(1), is applicable), all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Warrants to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or World Sky memorandum in connection with the offer and sale of the Warrants and the Warrant Shares under state securities laws, securities laws of foreign jurisdictions and all reasonable expenses in connection with the qualification of the Warrants and the Warrant Shares for offer and sale under state securities laws and any applicable foreign jurisdictions, including filing fees and the reasonably incurred fees and disbursements of outside counsel for the Underwriters in an amount not to exceed $100,000 in the aggregate in connection with such qualification and in connection with the Blue Sky or World Sky memorandum, (iv) all filing fees and the reasonable fees and disbursements of outside counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Warrants and the Warrant Shares by FINRA in an amount not to exceed $100,000 in the aggregate, (v) all costs and expenses incident to maintaining the listing of the Warrants and the Warrant Shares on the NYSE and the TSX, (vi) the cost of printing certificates representing the Warrants and the Warrant Shares, each in a form eligible for deposit with the DTC, (vii) the costs and charges of any transfer agent, registrar or depositary, (viii) the costs and expenses of the Company relating to investor presentations or any “road show” undertaken in

connection with the marketing of the offering of the Warrants, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show or the production of road show slides and graphics, fees and expenses of any consultants engaged by the Company in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost attributable to representatives and officers of the Company and any such consultants of any shared transportation in connection with the road show; and (ix) all other costs and expenses incident to the performance of the obligations of the Company hereunder and under the Warrant Agreement for which provision is not otherwise made in this Article. It is understood, however, that except as provided in this Article X, Article XI and Article XVII, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, stock transfer taxes payable on resale of any of the Warrants by them and any advertising expenses connected with any offers they may make. For the avoidance of doubt, the provisions of this Article X shall not supersede or otherwise affect any provision of the Equity Registration Rights Agreement relating to the allocation of expenses amongst the Company and the Selling Securityholder.

XI.

The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, each person, if any, who controls (within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act) such Underwriter and each of such Underwriter's and such person's officers and directors against any and all losses, liabilities, costs or claims (or actions in respect thereof) to which any of them may become subject (including all reasonable costs of investigating, disputing or defending any such claim or action), insofar as such losses, liabilities, costs or claims (or actions in respect thereof) arise out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus, any Permitted Free Writing Prospectus, any broadly available road show or the Disclosure Package, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; provided that the Company shall not be liable for any such loss, liability, cost, action or claim arising from any statements or omissions made in reliance on and in conformity with written information provided by an Underwriter to the Company or its representatives expressly for use in the Registration Statement, the Prospectus, any Permitted Free Writing Prospectus, any broadly available road show or the Disclosure Package or any amendment or supplement thereto.

Each Underwriter severally agrees to indemnify and hold harmless the Company, its affiliates, each person, if any, who controls (within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act) the Company, and the Company's and such person's officers and directors from and against any and all losses, liabilities, costs or claims (or actions in respect thereof) to which any of them may become subject (including all reasonable costs of investigating, disputing or defending any such claim or action), insofar as such losses, liabilities, costs or claims (or actions in respect thereof) arise out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Permitted Free Writing Prospectus, the Disclosure Package, the Prospectus, any free writing prospectus prepared by or on behalf of the Underwriter, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, in each case as to the Registration Statement, any Permitted Free Writing Prospectus, the Disclosure Package, the Prospectus, or any amendment or supplement thereto, only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance on and in conformity with written information furnished to the Company by the Underwriters expressly for use in the Registration Statement, any Permitted Free Writing Prospectus, the Disclosure Package, the Prospectus, or any amendment or supplement thereto, or is contained in any free writing prospectus that is not a Permitted Free Writing Prospectus prepared by or on behalf of the Underwriter (except to the extent such information has been accurately extracted from the Prospectus or any Permitted Free Writing Prospectus prepared by or on behalf of the Company).

If any claim, demand, action or proceeding (including any governmental investigation) shall be brought or alleged against an indemnified party in respect of which indemnity is to be sought against an indemnifying party pursuant to the preceding paragraphs, the indemnified party shall promptly notify the indemnifying party in writing, and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnified party may designate in such proceeding and shall pay the reasonable fees and expenses of such counsel related to such proceeding; provided, however, that in the event the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of any such proceeding, the indemnified party shall then be entitled to retain counsel reasonably satisfactory to itself and the indemnifying party shall pay the reasonable fees and disbursements of such counsel relating to the proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to such indemnified party pursuant to the preceding sentence or (iii) the named parties to

any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is agreed that the indemnifying party 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 local counsel where necessary) for all such indemnified parties. Such firm shall be designated in writing by the indemnified party. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is entitled to indemnification hereunder, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and does not include a statement as to an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

If the indemnification provided for in this Article XI is unavailable as a matter of law to an indemnified party in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party in respect of such losses, claims, damages or liabilities, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) if the indemnifying party is the Company, in such proportion as is appropriate to reflect the relative benefit received by the Company and the Selling Securityholder on the one hand and the Underwriters on the other from the offering of the Warrants, (ii) if an Underwriter is the indemnifying party, in such proportion as is appropriate to reflect the Underwriter's relative fault on the one hand and that of the Company and the Selling Securityholder on the other hand in connection with the statements or omissions or alleged statements or omissions which resulted in such losses, claims, damages or liabilities, or (iii) if the allocation provided by clause (i) or clause (ii) above, as the case may be, is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefit referred to in clause (i) above or the relative fault referred to in clause (ii) above, as the case may be, but also such relative fault (in cases covered by clause (i)) or such relative benefit (in cases covered by clause (ii)) as well as any other relevant equitable considerations. The relative benefit received by the Company and the Selling Securityholder on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Selling Securityholder bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the Prospectus. The relative fault of the Company and the Selling Securityholder on the one hand and of the Underwriters on the other shall be determined by reference to, among other things, and where applicable, whether the untrue statement 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 Company or the Selling Securityholder or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omissions.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Article XI were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the considerations referred to in the immediately preceding paragraph. The amounts paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any reasonable legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Warrants underwritten by such Underwriter and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this Article XI concerning contribution, no indemnifying party shall be required to make contribution in respect of such losses, claims, damages or liabilities in any circumstances in which such party would not have been required to provide indemnification. Nothing herein contained shall be deemed to constitute a waiver by an indemnified party of such party's rights, if any, to receive contribution pursuant to Section 11(f) of the Securities Act or other applicable law. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Article XI are several, in proportion to the respective principal amounts of the Warrants purchased by each of such Underwriters, and not joint. The remedies provided for in this Article XI are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

The indemnity and contribution agreements contained in this Article XI and the representations and warranties of the Company and the Underwriters in this Agreement, shall remain operative and in full force and effect regardless of: (i) any termination of this Agreement; (ii) any investigation made by an indemnified party or on such party's behalf or any person

controlling an indemnified party or by or on behalf of the indemnifying party, its directors or officers or any person controlling the indemnifying party; and (iii) acceptance of and payment for any of the Warrants.

XII.

The Manager on behalf of the Underwriters may terminate this Agreement (upon consultation with the Company and the Selling Securityholder) at any time prior to the time on the Closing Date at which payment would otherwise be due under this Agreement to the Selling Securityholder if (i) in the opinion of the Manager, a material disruption in securities settlement, payment or clearance services in the United States shall have occurred or there shall have been a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which in their view will have a materially adverse effect on the success of the offering and distribution of the offered Warrants or (ii) trading in securities generally on the NYSE shall have been suspended generally or materially limited. In the event of any such termination and after consultation with the Company and the Selling Securityholder, the parties to this Agreement shall be released and discharged from their respective obligations under this Agreement without liability on the part of any Underwriter or on the part of the Company or the Selling Securityholder and each party will pay its own expenses. For the avoidance of doubt, the provisions of this Article XII shall not supersede or otherwise affect any provision of the Equity Registration Rights Agreement relating to the allocation of expenses among the Company and the Selling Securityholder.

XIII.

The Company, the Selling Securityholder and each Underwriter acknowledge and agree that each Underwriter is acting solely in the capacity of an arm's length contractual counterparty to the Company and the Selling Securityholder with respect to the offering of the Warrants contemplated by this Agreement (including in connection with determining the terms of the offering) and not as a fiduciary to, or an agent of, the Company, the Selling Securityholder or any other person. Each Underwriter represents and warrants to the Company and the Selling Securityholder that, except as previously disclosed in writing to the Company and the Selling Securityholder, neither the Underwriter nor any affiliate thereof, to the best of their respective knowledge, has any current arrangement with any third party which would permit such Underwriter or any such affiliate to benefit financially, directly or indirectly, from the Underwriter's participation in the determination of the terms of the offering, including the pricing of the Warrants. Additionally, each Underwriter is not advising the Company, the Selling Securityholder or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each of the Company and the Selling Securityholder shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company or the Selling Securityholder with respect thereto. Any review by the Underwriters of the Company, the Selling Securityholder, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company or the Selling Securityholder.

XIV.

This Agreement shall be binding upon the Underwriters, the Selling Securityholder and the Company, and inure solely to the benefit of the Underwriters, the Selling Securityholder and the Company and any other person expressly entitled to indemnification hereunder and the respective personal representatives, successors and assigns of each, and no other person shall acquire or have any rights under or by virtue of this Agreement.

XV.

Except as otherwise specifically provided herein, all statements, requests, notices and advices hereunder shall be in writing and if to an Underwriter shall be sufficient in all respects if delivered in person or sent by facsimile transmission (confirmed in writing), or registered mail to such Underwriter at its address or facsimile number and if to the Company shall be sufficient in all respects if delivered or sent by facsimile or registered mail to the Company at 300 Renaissance Center, Detroit, Michigan 48265, facsimile number 313-665-4979, marked for the attention of the Secretary. Notices shall be provided to the Selling Securityholder at the address and to the facsimile number set forth below. Each Underwriter shall concurrently deliver to the Company a copy of each notice delivered by such Underwriter to the Selling Securityholder. All notices hereunder shall be effective on receipt.

If to Brock Fiduciary Services LLC (independent fiduciary and investment advisor to UAW Retiree Medical Benefits Trust) or to the UAW Retiree Medical Benefits Trust:

P.O. Box 14309, Detroit, MI 48214

with a copy to:

Linda Denomme
General Counsel
International Union, United Automobile, Aerospace and Agricultural Implement
Workers of America
8000 East Jefferson Avenue
Detroit, MI 48214
Facsimile number: (313) 822-4844

and:

Brock Fiduciary Services LLC
622 Third Avenue, Floor 12
New York, NY 10017

XVI.

If, on the Closing Date any one or more Underwriters shall fail to purchase and pay for the portion of the Warrants agreed to be purchased by such Underwriter or Underwriters hereunder on such date and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated, severally, to take and pay for (in the respective proportions which the number of Warrants set forth opposite their names on Schedule I hereto bears to the aggregate number of Warrants set forth opposite the names of all of the remaining non-defaulting Underwriters) the proportion of Warrants which the defaulting Underwriter or Underwriters agreed but failed to purchase on such date. Notwithstanding the foregoing, if the aggregate amount of Warrants which the defaulting Underwriter or Underwriters agreed but failed to purchase on the Closing Date shall exceed 10% of the aggregate amount of Warrants to be purchased on such date, after giving effect to any alternative arrangements for the purchase of such Warrants that are satisfactory to the Manager, the Company and the Selling Securityholder and which are made within thirty-six (36) hours after the Closing Date, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of such Warrants, and if such non-defaulting Underwriters do not purchase all of the Warrants, this Agreement will terminate without liability to any non-defaulting Underwriter, the Selling Securityholder or the Company, except that the provisions of Article XI shall not terminate and shall remain in effect. In the event of a default by any Underwriter as set forth in this Article XVI, the Closing Date shall be postponed for such period, not exceeding five (5) business days, as the Manager and the Company shall determine in order that the required changes in the Registration Statement and/or the Prospectus, or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company, the Selling Securityholder and any non-defaulting Underwriter for damages caused by its default hereunder.

XVII.

If this Agreement shall be terminated by the Underwriters or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement (other than by reason of a default by any of the Underwriters), the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all reasonable out-of-pocket expenses (including the reasonable fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with the Warrants.

XIII.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. To the extent that a court looks to the laws of any State to determine or define the United States federal law, it is the intention of the parties hereto that such court shall look only to the laws of the State of New York without regard to its rules of conflicts of laws. Each party to this Agreement irrevocably agrees that any legal action or proceeding against it arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered against it in connection with this Agreement may be

brought in any Federal or New York State court sitting in the Borough of Manhattan, and, by execution and delivery of this Agreement, such party hereby irrevocably accepts and submits to the jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any such action or proceeding for itself and in respect of its property, assets and revenues. Each party hereby also irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum.

XIX.

Any action by the Underwriters hereunder may be taken by the Manager on behalf of the Underwriters (and their respective affiliates), and any such action taken by the Manager shall be binding upon the Underwriters (and their respective affiliates).

XX.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

XXI.

In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L, 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their clients, which may include the name and address of their clients, as well as other information that will allow the Underwriters to properly identify their clients.

******

Very truly yours,

GENERAL MOTORS COMPANY

By: /s/ DANIEL AMMANN
Name: Daniel Ammann
Title: Executive Vice Presdent
and Chief Financial Officer

The Selling Securityholder

UAW RETIREE MEDICAL BENEFITS TRUST

By: BROCK FIDUCIARY SERVICES LLC, IN ITS CAPACITY AS FIDUCIARY AND INVESTMENT ADVISOR TO THE UAW RETIREE MEDICAL BENEFITS TRUST

By: /s/ ALAIN LEBEC

Name: Alain Lebec

Title: Senior Managing Director

Accepted as of the date hereof

Acting severally on behalf of itself and the several Underwriters named in Schedule I hereto

By: DEUTSCHE BANK SECURITIES INC.

By:

Name:

Title:

By:

Name:

Title:

SCHEDULE I
UNDERWRITERS

Underwriter	Number of Warrants to be Purchased
Deutsche Bank Securities Inc.	45,454,545
Total	45,454,545

SCHEDULE II

PERMITTED FREE WRITING PROSPECTUSES

None.

SCHEDULE III
LIST OF PRINCIPAL SUBSIDIARIES

OnStar, LLC
General Motors of Canada Limited
Adam Opel AG
General Motors UK Limited
General Motors de Mexico, S. de R.L. de C.V.
General Motors Espana, S.L.U.
General Motors do Brasil Ltda.
GM Korea Company

EXHIBIT A-1

OPINION OF AN ATTORNEY ON THE LEGAL STAFF OF THE COMPANY

DEUTSCHE BANK SECURITIES INC.
As Manager for the several Underwriters
named in the Underwriting Agreement referred to below

c/o DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005

BROCK FIDUCIARY, IN ITS CAPACITY AS INDEPENDENT FIDUCIARY AND INVESTMENT ADVISOR TO THE UAW RETIREE MEDICAL BENEFITS TRUST

As Selling Securityholder in the Offering
referred to below

c/o Brock Fiduciary, in its capacity as independent fiduciary and investment advisor to the UAW
Retiree Medical Benefits Trust
622 Third Avenue, Floor 12
New York, New York 10017

Ladies and Gentlemen:

I am issuing this letter in my capacity as an Attorney on the Legal Staff of General Motors Company (the "Company") in response to the requirements of Article V, paragraph (d) of the Underwriting Agreement dated August 6, 2013 (the "Underwriting Agreement") by and among the Company, Deutsche Bank Securities Inc. (the "Manager"), as representative of the several underwriters named in the Underwriting Agreement, and the Selling Securityholder named in the Underwriting Agreement. The Underwriting Agreement relates to the offering (the "Offering") of up to 45,454,545 warrants (the "Warrants") of the Company representing the right to purchase an aggregate of up to that same number of shares (the "Warrant Shares") of

the $0.01 par value common stock of the Company (the "Common Stock"). The Warrants are issued by the Company pursuant to the Second Amended and Restated Warrant Agreement by and between the Company and U.S. Bank National Association, as warrant agent, dated of August [12], 2013 (the "Warrant Agreement"). Every term which is defined or given a special meaning in the Underwriting Agreement and which is not given a different meaning in this letter has the same meaning whenever it is used in this letter as the meaning it is given in the Underwriting Agreement.

In connection with the preparation of this letter, I have among other things read:

(a) the Registration Statement on Form S-3 (Registration No. 333-188153), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act") (which registration statement, at the date of the Underwriting Agreement, including the documents incorporated by reference therein and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act, is herein called the "Registration Statement");

(b) the Prospectus (including the documents incorporated by reference therein) of the Company dated April 26, 2013 (the "Basic Prospectus");

(c) the preliminary prospectus supplement of the Company dated August 5, 2013 relating to the Offering (including the Basic Prospectus that it supplements and the documents incorporated by reference therein), together with the Permitted Free Writing Prospectuses listed on Schedule II to the Underwriting Agreement (collectively, the "Disclosure Package");

(d) the Basic Prospectus, as supplemented by the prospectus supplement of the Company dated August 6, 2013 relating to the Offering (including the documents incorporated by reference therein), in the form first used to confirm sales of the Warrants (or in the form first made available by the Company to the Underwriters to meet requests of purchasers of the Warrants under Rule 173 under the Securities Act) (the "Prospectus");

(e) the Registration Statement on Form 8-A (Registration No. []), filed by the Company with the Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(f) an executed copy of the Underwriting Agreement;

(g) an executed copy of a global warrant certificate representing the Warrants;

(h) a specimen of the Warrant Shares (if any);

(i) copies of the resolutions of the Board of Directors of the Company (the "Board") adopted on October 15, 2009 and January 15, 2013;

(j) an executed copy of the Warrant Agreement;

(k) a copy of the Restated Certificate of Incorporation of the Company, certified as of a recent date by the Secretary of State of the State of Delaware;

(l) a copy of the Amended and Restated By-Laws of the Company;

(m) copies of the documents filed pursuant to the Exchange Act, and incorporated by reference in the documents referred to in paragraphs (a) through (d), inclusive, above (the "Incorporated Documents"); and

(n) copies of all certificates and other documents delivered today in connection with the consummation of the Offering.

In addition, I have examined and relied on the originals or copies certified or otherwise identified to my satisfaction of all such corporate records of the Company and such other instruments and certificates of public officials, officers and representatives of the Company and such other persons, and I have made such investigations of law as I have deemed appropriate as a basis for the opinions expressed below. I have assumed that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which I have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

I have assumed the conformity of the documents filed with the Commission via the Electronic Data Gathering, Analysis and Retrieval System ("EDGAR"), except for required EDGAR formatting changes, to physical copies of the documents delivered to the Underwriters and submitted for my examination.

Subject to the assumptions, qualifications and limitations which are identified in this letter, I advise you that:

(i) the Company is validly existing as a corporation and in good standing under the laws of the State of Delaware and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or the ownership of its property requires such qualification, except where the failure to be so qualified or be in good

standing, individually or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries taken as a whole;

(ii) the authorized, issued and outstanding capital stock of the Company conforms in all material respects as to legal matters to the description thereof contained in the Disclosure Package and the Prospectus;

(iii) the Underwriting Agreement has been duly authorized, executed and delivered by the Company;

(iv) the Warrant Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms provided that I express no opinion as to (x) the validity, legally binding effect or enforceability of Section 5.09 of the Warrant Agreement or any related provision in the Warrants that requires or relates to the mandatory redemption of the Warrants by the Company in an amount that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or forfeiture or (y) with respect to Section 7.09 of the Warrant Agreement providing for indemnification;

(v) the Warrants have been duly authorized, executed and delivered by the Company and constitute valid and legally binding obligations of the Company in accordance with their terms and are entitled to the benefits of the Warrant Agreement, and the Warrants conform in all material respects as to legal matters to the description of the Warrants contained in the Prospectus, as amended or supplemented provided that I express no opinion as to the validity, legally binding effect or enforceability of any provision in the Warrants that requires or relates to the mandatory redemption by the Company in an amount that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or forfeiture.

(vi) the Warrant Shares initially issuable pursuant to the Warrant Agreement upon exercise of the Warrants have been duly authorized and reserved for issuance by the Company upon such exercise and such Warrant Shares, when issued upon exercise in accordance with the terms of the Warrant Agreement and the Warrants and when appropriate certificates representing the Warrant Shares are duly countersigned by the transfer agent for the Common Stock or other evidence of ownership is properly issued, will be validly issued, fully paid and non-assessable and will conform in all material respects as to legal matters to the description of the Warrant Shares contained in the Prospectus, as amended or supplemented, and the issuance of such Warrant Shares will not be subject to preemptive or similar rights under the terms of the Company's certificate of incorporation or bylaws or under the General Corporation Law of the State of Delaware (in each case as in effect on the date of this letter);

(vii) no authorization, consent or approval of, or registration or filing with, any governmental or public body or regulatory authority is required on the part of the Company for the sale of the Warrants by the Selling Securityholder in accordance with the Underwriting Agreement or the issuance of the Warrant Shares initially issuable by the Company upon exercise of the Warrants in accordance with the terms of the Warrants and the Warrant Agreement, other than the registration of the Warrants and the Warrant Shares under the Securities Act and the Exchange Act, the listing of the Warrants and the Warrant Shares and compliance with any laws of any foreign jurisdiction or the state securities or “blue sky” laws of various jurisdictions;

(viii) the sale of the Warrants by the Selling Securityholder pursuant to the Underwriting Agreement and compliance by the Company with all of the provisions of the Warrants, the Warrant Agreement and the Warrant Shares do not and will not contravene any provision of applicable law (except I express no opinion in this paragraph as to compliance with any disclosure requirement or any prohibition against fraud or misrepresentation or as to whether performance of any indemnification or contribution provisions would be permitted) or result in any violation by the Company of any of the terms or provisions of the certificate of incorporation or by-laws of the Company or of any material indenture, mortgage or other agreement or instrument known to me, by which the Company is bound (except that I express no opinion as to compliance with any financial tests or cross-default provision in any such agreement);

(ix) the statements under the captions “Description of the Warrants,” “Overview of Our Capital Stock” and “Description of Our Common Stock” in the Prospectus and “Business-Legal Proceedings” in the Company's Annual Report on Form 10-K for the year ended December 31, 2012 (as updated by the statements in “Part II.Item.1.Legal Proceedings” in the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2013), in each case insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, fairly present in all material respects the information called for with respect to such legal matters, documents and proceedings; and

(x) the Registration Statement is effective under the Securities Act and, to the best of my knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act or proceedings therefore initiated or threatened by the Commission.

With respect to clause (viii) above, my opinion is based upon the participation by one or more attorneys, who are members of the General Motors Legal Staff with whom I have worked, in the preparation of the Registration Statement and the Prospectus and review and discussion of the contents thereof and upon my general review and discussion of the answers made and information furnished therein with such attorneys, certain officers of the Company and its auditors, but is without independent check or verification except as stated herein.

****

Except as set forth in paragraph (ix) above, I make no representation that I have independently verified the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus or that the actions taken in connection with the preparation of the Registration Statement or the Prospectus were sufficient to cause the Prospectus or the Registration Statement to be accurate, complete or fair (including the actions described in the next paragraph).

I have participated in the preparation of the Registration Statement, the Prospectus and the Disclosure Package and I have reviewed the Incorporated Documents. During the course of such preparation, I have examined various documents, including those listed at the beginning of this letter, and have participated in various conferences with representatives of and other counsel to the Company, and with representatives of the independent accountants for the Company and representatives of and counsel to the Manager, at which conferences the contents of the Registration Statement, the Prospectus and the Disclosure Package were reviewed and discussed.

Based on my participation in the conferences and discussions identified above, my understanding of applicable law and the experience that I have gained in the practice thereunder, I advise you that no fact came to my attention that caused me to conclude that, insofar as relevant to the Offering, (i) on the date of the Underwriting Agreement, the Registration Statement contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (ii) the Prospectus, as of the date of the Underwriting Agreement or as of the date of this letter, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, (iii) as of the effective date of the Registration Statement for purposes of the Offering, either the Registration Statement or the Prospectus appeared on its face not to be responsive in all material respects to the requirements of Form S-3, (iv) on the date of filing, each Incorporated Document (as amended, if such document has been amended) appeared on its face not to be responsive in all material respects to the requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder, or (v) the Disclosure Package as of the Initial Sale Time contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

****

I have assumed for purposes of this letter the following: each document I have reviewed for purposes of this letter is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original and all signatures on each such document are genuine; that the Underwriting Agreement and every other agreement I have examined for purposes of this letter constitutes a valid and binding obligation of each party to that document and that each such party has satisfied all legal requirements that are applicable to such party to the extent necessary to entitle such party to enforce such agreement (except that I make no such assumption with respect to the Company); and that you have acted in good faith and without notice of any fact which has caused you to reach any conclusion contrary to any of the conclusions provided in this letter.

In preparing this letter I have relied without independent verification upon the following: (i) information contained in certificates obtained from governmental authorities; (ii) factual information represented to be true in the Underwriting Agreement and other documents specifically identified at the beginning of this letter as having been read by me; (iii) factual information provided to me by the other representatives of the Company; and (iv) factual information I have obtained from such other sources as I have deemed reasonable. I have assumed that the information upon which I have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading. For purposes of numbered paragraph (i), I have relied exclusively upon a certificate issued by a governmental authority in the relevant jurisdiction and such opinion is not intended to provide any conclusion or assurance beyond that conveyed by such certificate. I have not undertaken any investigation or search of court records for purposes of this letter.

I confirm that I do not have knowledge that has caused me to conclude that my reliance and assumptions cited in the two immediately preceding paragraphs are unwarranted. Whenever this letter provides advice about (or based upon) my knowledge of any particular information or about any information which has or has not come to my attention, such advice is based entirely on my conscious awareness at the time this letter is delivered on the date it bears.

I am a member of the Bar of the State of Michigan, and I express no opinion as to the laws of any other jurisdiction, other than the law of the State of Delaware, the law of the State of Michigan and the federal law of the United States. I know that the Underwriting Agreement and the Warrant Agreement are stated to be governed by the laws of the State of New York. However, for purposes of rendering this opinion, I have assumed that the Underwriting Agreement and the Warrant Agreement are stated to be governed by the laws of the State of Michigan.

I express no opinion with respect to any state securities or "blue sky" laws or regulations, any foreign laws, statutes, governmental rules or regulations or any laws, statutes governmental rules or regulations which in my experience are not applicable generally to transactions of the kind covered by the Underwriting Agreement. None of the opinions or other advice contained in this letter considers or covers (i) any financial statements or schedules, the notes related thereto, or other financial or accounting data derived therefrom, set forth in (or omitted from) the Registration Statement, the Prospectus, the Disclosure Package or any Incorporated Document or (ii) any rules and regulations of the Financial Industry Regulatory Authority, Inc. relating to the compensation of underwriters.

My advice on each legal issue addressed in this letter represents my opinion as to how that issue would be resolved were it to be considered by the highest court of the jurisdiction upon whose law my opinion on that issue is based. The manner in which any particular issue would be treated in any actual court case would depend in part on facts and circumstances particular to the case, and this letter is not intended to guarantee the outcome of any legal dispute which may arise in the future.

My opinion in paragraphs (iv) and (v) are subject to the reservations and qualifications that enforcement may be limited or affected by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

This letter speaks as of the time of its delivery on the date it bears. I do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which I did not have knowledge at that time, by reason of any change subsequent to that time in any law, other governmental requirement or interpretation thereof covered by any of my opinions or advice, or for any other reason.

This letter may be relied upon by the Underwriters and the Selling Securityholder only for the purpose served by the provision in the Underwriting Agreement cited in the initial paragraph of this letter in response to which it has been delivered. Without my written consent: (i) no person other than the Underwriters and the Selling Securityholder may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, private placement memorandum or other similar document; (iii) this letter may not be cited or quoted in any other document or communication which might encourage reliance upon this letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iv) copies of this letter may not be furnished to anyone for purposes of encouraging such reliance.

Very truly yours,

[ ]

EXHIBIT A-2

OPINION OF COUNSEL TO THE COMPANY

DEUTSCHE BANK SECURITIES INC.
As Manager for the several Underwriters
named in the Underwriting Agreement referred to below

c/o DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005

BROCK FIDUCIARY, IN ITS CAPACITY AS INDEPENDENT FIDUCIARY AND INVESTMENT ADVISOR TO THE UAW RETIREE MEDICAL BENEFITS TRUST

As Selling Securityholder in the Offering
referred to below

c/o Brock Fiduciary, in its capacity as independent fiduciary and investment advisor to the UAW
Retiree Medical Benefits Trust
622 Third Avenue, Floor 12

New York, New York 10017

Ladies and Gentlemen:

We are issuing this letter in our capacity as special counsel for General Motors Company (the "Company") in response to the requirements of Article V, paragraph (e) of the Underwriting Agreement dated August 6, 2013 (the "Underwriting Agreement") by and among the Company, Deutsche Bank Securities Inc. (the "Manager") as representative of the several underwriters named in the Underwriting Agreement, and the Selling Securityholder named in the Underwriting Agreement. The Underwriting Agreement relates to the offering (the "Offering") of up to 45,454,545 warrants (the "Warrants") of the Company representing the right to purchase an aggregate of up to that same number of shares (the "Warrant Shares") of the $0.01 par value common stock of the Company (the "Common Stock"). The Warrants are issued by the Company pursuant to the Second Amended and Restated Warrant Agreement by and between the Company and U.S. Bank National Association, as warrant agent, dated of August [12], 2013 (the "Warrant Agreement"). Every term which is defined or given a special meaning in the Underwriting Agreement and which is not given a different meaning in this letter has the same meaning whenever it is used in this letter as the meaning it is given in the Underwriting Agreement.

In connection with the preparation of this letter, we have among other things read:

(a) the Registration Statement on Form S-3 (Registration No. 333-188153), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act") (which registration statement, at the date of the Underwriting Agreement, including the documents incorporated by reference therein and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act, is herein called the "Registration Statement");

(b) the prospectus (including the documents incorporated by reference therein) of the Company dated April 26, 2013 (the "Basic Prospectus");

(c) the preliminary prospectus supplement of the Company dated August 5, 2013 relating to the Offering (including the Basic Prospectus that it supplements and the documents incorporated by reference therein), together with the Permitted Free Writing Prospectuses listed on Schedule II to the Underwriting Agreement (collectively, the "Disclosure Package");

(d) the Basic Prospectus, as supplemented by the prospectus supplement of the Company dated August 6, 2013 relating to the Offering (including the documents incorporated by reference therein), in the form first used to confirm sales of the Warrants (or in the form first made available by the Company to the Underwriters to meet requests of purchasers of the Warrants under Rule 173 under the Securities Act) (the "Prospectus");

(e) the Registration Statement on Form 8-A (Registration No. []), filed by the Company with the Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(f) an executed copy of the Underwriting Agreement;

(g) an executed copy of a global warrant certificate representing the Warrants;

(h) a specimen of the Warrant Shares (if any);

(i) copies of the resolutions of the Board of Directors of the Company (the "Board") adopted on October 15, 2009 and January 15, 2013;

(j) an executed copy of the Warrant Agreement;

(k) a copy of the Restated Certificate of Incorporation of the Company, certified as of a recent date by the Secretary of State of the State of Delaware;

(l) a copy of the Amended and Restated By-Laws of the Company;

(m) copies of the documents filed pursuant to the Exchange Act, and incorporated by reference in the documents referred to in paragraphs (a) through (d), inclusive, above (the "Incorporated Documents"); and

(n) copies of all certificates and other documents delivered today in connection with the consummation of the Offering.

Subject to the assumptions, qualifications and limitations which are identified in this letter, we advise you that:

(i) the authorized capital stock of the Company conforms in all material respects as to legal matters to the description thereof contained in the Disclosure Package and the Prospectus;

(ii) the Underwriting Agreement has been duly authorized, executed and delivered by the Company;

(iii) the Warrant Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms provided that we express no opinion as to (x) the validity, legally binding effect or enforceability of Section 5.09 of the Warrant Agreement or any related provision in the Warrants that requires or relates to the mandatory redemption of the Warrants by the Company in an amount that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or forfeiture or (y) with respect to Section 7.09 of the Warrant Agreement providing for indemnification;

(iv) the Warrants have been duly authorized, executed and delivered by the Company and constitute valid and legally binding obligations of the Company in accordance with their terms and are entitled to the benefits of the Warrant Agreement, and the Warrants conform in all material respects as to legal matters to the description of the Warrants contained in the Prospectus, as amended or supplemented provided that we express no opinion as to the validity, legally binding effect or enforceability of any provision in the Warrants that requires or relates to the mandatory redemption by the Company in an amount that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or forfeiture;

(v) the Warrant Shares initially issuable pursuant to the Warrant Agreement upon exercise of the Warrants have been duly authorized and reserved for issuance by the Company upon such exercise and such Warrant Shares, when issued upon exercise in accordance with the terms of the Warrant Agreement and the Warrants and when appropriate certificates representing the Warrant Shares are duly countersigned by the transfer agent for the Common Stock or other evidence of ownership is properly issued, will be validly issued, fully paid and non-assessable and will conform in all material respects as to legal matters to the description of the Warrant Shares contained in the Prospectus, as amended or supplemented, and the issuance of such Warrant Shares will not be subject to preemptive or similar rights under the terms of the Company's certificate of incorporation or bylaws or under the General Corporation Law of the State of Delaware (in each case as in effect on the date of this letter); and

(vi) the statements under the captions “Material U.S. Federal Tax Considerations,” “Description of the Warrants,” “Overview of Our Capital Stock” and “Description of Our Common Stock” in the Prospectus, insofar as such statements constitute summaries of the legal matters or conclusions, documents or proceedings referred to therein, fairly present in all material respects the information called for with respect to such legal matters or conclusions, documents and proceedings.

***

The purpose of our professional engagement was not to establish factual matters, and the preparation of the Registration Statement and the Prospectus involved many determinations of a wholly or partially nonlegal character. We make no representation that we have independently verified the accuracy, completeness or fairness of the Registration Statement or the Prospectus or that the actions taken in connection with the preparation of the Registration Statement or the Prospectus (including the actions described in the next paragraph) were sufficient to cause the Prospectus or the Registration Statement to be accurate, complete or fair. We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the Prospectus or the Registration Statement, except to the extent otherwise explicitly indicated in numbered paragraph (vi) above.

We have participated in the preparation of the Registration Statement, the Prospectus and the Disclosure Package and we have reviewed the Incorporated Documents. During the course of such preparation, we examined various documents, including those listed at the beginning of our letter, and participated in various conferences with representatives of and counsel to the Company, and with representatives of the independent accountants for the Company and representatives of and counsel to the Manager, at which conferences the contents of the Registration Statement, the Prospectus and the Disclosure Package were reviewed and discussed.

Based on our participation in the conferences and discussions identified above, our understanding of applicable law and the experience that we have gained in the practice thereunder, we advise you that no fact came to our attention that caused us to conclude that insofar as relevant to the Offering (i) on the date of the Underwriting Agreement, the Registration Statement contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (ii) the Prospectus, as of the date of the Underwriting Agreement or as of the date of this letter, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, (iii) as of the effective date of the Registration Statement for the purposes of the Offering, either the Registration Statement or the Prospectus appeared on its face not to be responsive in all material respects to the requirements of Form S-3, (iv) on the date of filing, each Incorporated Document (as amended, if such document has been amended) appeared on its face not to be responsive in all material respects to the requirements of the Exchange Act and the applicable rules and regulations of the

Commission thereunder, or (v) the Disclosure Package as of the Initial Sale Time contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

***

Except for the activities described in the immediately preceding section of this letter, we have not undertaken any investigation to determine the facts upon which the advice in this letter is based.

We have assumed for purposes of this letter: each document we have reviewed for purposes of this letter is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine; that the Underwriting Agreement and every other agreement we have examined for purposes of this letter constitutes a valid and binding obligation of each party to that document and that each such party has satisfied all legal requirements that are applicable to such party to the extent necessary to entitle such party to enforce such agreement (except that we make no such assumption with respect to the Company); and that you have acted in good faith and without notice of any fact which has caused you to reach any conclusion contrary to any of the advice provided in this letter.

In preparing this letter we have relied without independent verification upon: (i) information contained in certificates obtained from governmental authorities; (ii) factual information represented to be true in the Underwriting Agreement, in the other documents specifically identified at the beginning of this letter as having been read by us and in the certificates and other documents executed by the Company and delivered to you in connection with the consummation of the Offering; (iii) the opinion of an attorney on the Legal Staff of the Company with respect to the Offering; (iv) factual information provided to us by the Company or its representatives; and (v) factual information we have obtained from such other sources as we have deemed reasonable. We have assumed that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

We confirm that we do not have knowledge that has caused us to conclude that our reliance and assumptions cited in the two immediately preceding paragraphs are unwarranted. Whenever this letter provides advice about (or based upon) our knowledge of any particular information or about any information which has or has not come to our attention such advice is based entirely on the conscious awareness at the time this letter is delivered on the date it bears by the lawyers with Jenner & Block LLP at that time who spent substantial time representing the Company in connection with the Offering after consultation with such other attorneys as they deem appropriate.

Our advice on every legal issue addressed in this letter is based exclusively on the internal law of New York, the General Corporation Law of the State of Delaware or the federal law of the United States, and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction which enacted such law. None of the opinions or other advice contained in this letter considers or covers: (i) any foreign or state securities (or “blue sky”) laws or regulations; (ii) any financial statements or schedules, the notes related thereto, or other financial or accounting data derived therefrom, set forth in (or omitted from) the Registration Statement, the Prospectus, the Disclosure Package or any Incorporated Document; (iii) any rules and regulations of the Financial Industry Regulatory Authority, Inc. relating to the compensation of underwriters; or (iv) the rules and regulations of the New York Stock Exchange, Inc. This letter does not cover any other laws, statutes, governmental rules or regulations or decisions which in our experience are not usually considered for or covered by opinions like those contained in this letter or are not generally applicable to transactions of the kind covered by the Underwriting Agreement.

Our opinion in paragraphs (iii) and (iv) are subject to the reservations and qualifications that enforcement may be limited or affected by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

This letter speaks as of the time of its delivery on the date it bears. We do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which we did not have knowledge at that time, by reason of any change subsequent to that time in any law, other governmental requirement or interpretation thereof covered by any of our opinions or advice, or for any other reason.

This letter may be relied upon by the Underwriters and the Selling Securityholder only for the purpose served by the provision in the Underwriting Agreement cited in the initial paragraph of this letter in response to which it has been delivered. Without our written consent: (i) no person other than the Underwriters and the Selling Securityholder may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, private placement memorandum

or other similar document; (iii) this letter may not be cited or quoted in any other document or communication which might encourage reliance upon this letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iv) copies of this letter may not be furnished to anyone for purposes of encouraging such reliance.

Sincerely,
Jenner & Block LLP

EXHIBIT A-3

OPINION OF THE GENERAL COUNSEL OF UAW RETIREE MEDICAL BENEFITS TRUST

DEUTSCHE BANK SECURITIES INC.
As Manager for the several Underwriters

c/o DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005

Ladies and Gentlemen:

I am delivering this opinion in my capacity as the General Counsel of UAW Retiree Medical Benefits Trust, a Michigan trust established as a voluntary employees' beneficiary association (the "VEBA" or the "Selling Securityholder"), and in that capacity have represented the Selling Securityholder in connection with the underwriting agreement dated August 6, 2013 (the "Underwriting Agreement") by and among General Motors Company, a Delaware corporation (the "Company"), the Selling Securityholder and you, as Manager for the other several underwriters named in Schedule I to the Underwriting Agreement (collectively, the "Underwriters") relating to to the offering of up to 45,454,545 warrants (the "Warrants") of the Company representing the right to purchase an aggregate of up to that same number of shares (the "Warrant Shares") of the common stock of the Company, $0.01 par value (the "Common Stock"). The Warrants are issued by the Company pursuant to the Second Amended and Restated Warrant Agreement by and between the Company and U.S. Bank National Association, as warrant agent, dated of August [12], 2013 (the "Warrant Agreement").

In arriving at the opinions expressed below, I, or attorneys under my supervision, have reviewed the following documents:

(a) an executed copy of the Underwriting Agreement;

(b) the registration statement on Form S-3 (No. 333-188153) filed on April 26, 2013 by the Company under the Securities Act of 1933, as amended (the "Securities Act"), with the Securities and Exchange Commission (the "Commission") (such registration statement as amended to the time the latest post-effective amendment to it was declared effective, including the information deemed to be a part thereof at the time of such effectiveness, including the documents incorporated by reference therein, collectively being herein referred to as the "Registration Statement");

(c) the prospectus dated April 26, 2013 filed as part of the Registration Statement;

(d) the preliminary prospectus supplement dated August 5, 2013 relating to the Warrants and the Warrant Shares filed with the Commission pursuant to Rule 424(b)(5) under the Securities Act;

(e) the prospectus supplement dated August 6, 2013 filed with the Commission pursuant to Rule 424(b)(5) under the Securities Act;

(f) the Trust Agreement dated October 16, 2008, and amended and restated on December 3, 2009, by and among Robert Naftaly, Olena Berg-Lacy, David Baker Lewis, Teresa Ghilarducci, Marianne Udow-Phillips, Ed Welch, Ron Gettelfinger, General Holiefield, Robert King, Cal Rapson, Daniel Sherrick and State Street Bank and Trust Company (the "Trust Agreement");

(g) a specimen of the Common Stock, certified by the transfer agent of the Company to be true and complete, used to evidence the Common Stock;

(h) a form of global warrant representing the Warrants;

(i) an executed copy of the Warrant Agreement; and

(j) the documents delivered to you by the Company at the closing pursuant to the Underwriting Agreement.

In addition, I or attorneys under my supervision have reviewed the originals or copies certified or otherwise identified to my or their satisfaction of all such records of the VEBA and such other documents, certificates of public officials, officers and

representatives of the VEBA, and I or attorneys under my supervision have made such investigations of law, as I have deemed appropriate as a basis for the opinions expressed below.

In rendering the opinions expressed below, I have assumed the authenticity of all documents submitted to me as originals and the conformity to the originals of all documents submitted to me as copies. In addition, I have assumed and have not verified (i) the accuracy as to factual matters of each document I have reviewed; and (ii) that the Warrants and the Common Stock conform to the form and specimen thereof that I have reviewed.

Based on the foregoing, and subject to the further assumptions and qualifications set forth below, it is my opinion that:

1. The execution and delivery of the Underwriting Agreement have been duly authorized by all necessary action of the VEBA, and the Underwriting Agreement has been duly executed and delivered by the VEBA.

2. The execution and delivery by the VEBA of the Underwriting Agreement and the sale of the Warrants by the VEBA to the Underwriters pursuant to the Underwriting Agreement does not, and the performance by the VEBA of its obligations in the Underwriting Agreement will not, (a) require any consent, approval, authorization, registration or qualification of or with any governmental authority of the State of Michigan that in my experience normally would be applicable with respect to such sale or performance, except such as have been obtained or effected under the Securities Act and the Securities Exchange Act of 1934, as amended (but I express no opinion relating to any state securities or Blue Sky laws); (b) result in a violation of the Trust Agreement; (c) to the best of my knowledge, result in a breach of any of the terms and provisions of, or constitute a default under, any material agreement of the VEBA, or a violation of any material judgment, decree or order applicable to the VEBA; or (d) result in a violation of any Michigan State law or published rule or regulation thereunder that in my experience normally would be applicable to general business entities with respect to such sale or performance (but I express no opinion relating to any state securities or Blue Sky laws).

The foregoing opinions are limited to the law of the State of Michigan.

I am furnishing this opinion letter to you, as Manager for the Underwriters, solely for the benefit of the Underwriters in their capacity as such in connection with the offering of the Warrants. This opinion letter is not to be relied on by or furnished to any other person or used, circulated, quoted or otherwise referred to for any other purpose. I assume no obligation to advise you, or to make any investigations, as to any legal developments or factual matters arising subsequent to the date hereof that might affect the opinions expressed herein.

Very truly yours,

UAW RETIREE MEDICAL BENEFITS TRUST

By: _____
Linda D. Denomme, General Counsel

EXHIBIT A-4

OPINION OF COUNSEL TO UAW RETIREE MEDICAL BENEFITS TRUST

DEUTSCHE BANK SECURITIES INC.
As Manager for the several underwriters
named in Schedule I hereto

c/o DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005

Ladies and Gentlemen:

We have acted as special New York counsel to the UAW Retiree Medical Benefits Trust, a Michigan trust established as a voluntary employees' beneficiary association (the “VEBA” or the “Selling Securityholder”), in connection with the the Underwriting Agreement dated August 6, 2013 (the “Underwriting Agreement”) by and among General Motors

Company, a Delaware corporation (the “Company”), the Selling Securityholder and you, as Manager for the the other several underwriters named in Schedule I to the Underwriting Agreement (collectively, the “Underwriters”) relating to the offering (the “Offering”) of up to 45,454,545 warrants (the “Warrants”) of the Company representing the right to purchase an aggregate of up to that same number of shares (the “Warrant Shares”) of the common stock of the Company, $0.01 par value (the “Common Stock”). The Warrants are issued by the Company pursuant to the Second Amended and Restated Warrant Agreement by and between the Company and U.S. Bank National Association, as warrant agent, dated of August [12], 2013 (the “Warrant Agreement”).

This opinion is being delivered to you pursuant to Article V of the Underwriting Agreement. Capitalized terms used, and not otherwise defined, in this opinion letter have the respective meanings set forth in the Underwriting Agreement.

In rendering the opinions expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such corporate records and agreements and other instruments, certificates of public officials, certificates of officers and representatives of the Company and the VEBA and other documents as we have deemed necessary as a basis for the opinions hereinafter expressed, including the following:

(i) the registration statement on Form S-3 (No. 333-188153) filed on April 26, 2013 by the Company under the Securities Act of 1933, as amended (the “Securities Act”), with the Securities and Exchange Commission (such registration statement as amended to the time the latest post-effective amendment to it was declared effective, including the information deemed to be a part thereof at the time of such effectiveness, including the documents incorporated by reference therein, collectively being herein referred to as the “Registration Statement”);

(ii) the prospectus dated April 26, 2013 filed as part of the Registration Statement;

(iii) the preliminary prospectus supplement dated August 5, 2013 relating to the Warrants and the Warrant Shares filed with the Commission pursuant to Rule 424(b)(5) under the Securities Act;

(iv) the prospectus supplement dated August 6, 2013 filed with the Commission pursuant to Rule 424(b)(5) under the Securities Act;

(v) the Underwriting Agreement;

(vi) a global warrant representing the Warrants;

(vii) an executed copy of the Warrant Agreement;

(viii) documents delivered to you by the Company and the VEBA at the closing pursuant to the Underwriting Agreement; and

(ix) a specimen stock certificate of the Company, certified by the transfer agent of the Company referred to below to be true and complete, used to evidence the Common Stock.

In our examination we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity with the original documents of all documents submitted to us as copies and the authenticity of the originals of such latter documents. We have relied upon representations and certifications as to factual matters by officers and representatives of the Company, the VEBA, Computershare Trust Company, N.A., in its capacity as the Company's registrar and transfer agent with respect to the Common Stock (the “Transfer Agent”), U.S. Bank National Association, in its capacity as the warrant agent with respect to the Warrants and other appropriate persons, statements contained in the Registration Statement and the representations made by the Underwriters, the Selling Securityholder and the Company in or pursuant to the Underwriting Agreement.

In our examination of the documents referred to above we have assumed, with your permission and without independent investigation, that each party to the documents reviewed by us is duly organized and validly existing under the laws of the jurisdiction of its organization and has full power and authority (corporate or other) to execute, deliver and perform its obligations under such documents, such documents have been duly authorized by all necessary action on the part of the parties thereto, such documents have been duly executed and delivered by such parties and are valid, binding and enforceable obligations of such parties and the Warrants sold by the VEBA conform to the form of Warrant certificate we have reviewed.

Based upon and subject to the foregoing, and subject also to the assumptions and qualifications set forth below, and having regard to legal considerations we deem relevant, we are of the opinion that:

1. No Governmental Approval is required for the VEBA to execute and deliver the Underwriting Agreement and for the sale of the Warrants by the VEBA thereunder, except such as (i) have been made or obtained prior to the date hereof, (ii) may be required under state securities or “blue sky” laws of any jurisdiction, as to which we express no opinion or (iii) may be required under Section 16 of the Securities Exchange Act of 1934, as amended.

2. Neither the execution and delivery by the VEBA of the Underwriting Agreement, the sale of the Warrants by the VEBA thereunder, nor the performance by the VEBA of its obligations in the Underwriting Agreement results in a breach or violation of any Applicable Law (but we express no opinion relating to the United States federal securities laws or any state securities or "blue sky" laws of any jurisidction).

3. Upon payment for the Warrants to be sold by the VEBA pursuant to the Underwriting Agreement, delivery of such Warrants, as directed by the Underwriters, to Cede & Co. or such other nominee as may be designated by DTC, registration of such Warrants in the name of Cede & Co. or such other nominee and the crediting of such Warrants on the books of DTC to securities accounts of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any adverse claim (within the meaning of Section 8-105 of the Uniform Commercial Code as in effect in the State of New York, the "UCC") to such Shares), (A) DTC shall be a "protected purchaser" of such Warrants within the meaning of Section 8-303 of the UCC, (B) under Section 8-501 of the UCC, the Underwriters will acquire a valid security entitlement (as defined in Section 8-102(a)(17) of the UCC) in respect of such Warrants and (C) no action based on any "adverse claim", within the meaning of Section 8-102 of the UCC, to such Warrants may be asserted against the Underwriters with respect to such security entitlement.

With respect to paragraph 3 above, we assume that when such payment, delivery and crediting occur, (x) such Warrants will have been registered in the name of Cede & Co. or another nominee designated by DTC, in each case on the Company's share registry in accordance with its certificate of incorporation, bylaws and Applicable Law, (y) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC and (z) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC. We also assume that each endorsement, instruction and entitlement order, as such terms are defined in Section 8-102(a) of the UCC, is effective in accordance with Section 8-107 of the UCC. Also, with respect to paragraph 3 above, we express no opinion as to the effect of any rule adopted by any clearing corporation, as defined in Section 8-102(a) of the UCC, governing rights and obligations among such clearing corporation and its participants.

For the purposes of this opinion, (i) the term "Applicable Law" means laws, rules and regulations of any Governmental Authority which, in our experience, are normally applicable to the type of transactions contemplated by the Underwriting Agreement; (ii) the term "Governmental Authority" means any United States federal or State of New York administrative, judicial or other governmental agency, authority, tribunal or body; and (iii) the term "Governmental Approval" means any consent, authorization, approval or order of, or registration, qualification or filing with, any Governmental Authority under Applicable Law.

The foregoing opinions are limited to matters involving the law of the State of New York and the federal law of the United States. This opinion is furnished to you in your capacity as the Representatives of the Underwriters, and is solely for the benefit of the Underwriters in connection with the closing of the sale of the Warrants by the VEBA under the Underwriting Agreement occurring today and may not be used, quoted, relied upon or otherwise referred to by any other person or for any other purpose without our express written consent in each instance. We disclaim any obligation to update anything herein for events occurring after the date hereof.

Very truly yours,

EXHIBIT B-1

OPINION OF COUNSEL FOR THE UNDERWRITERS

Deutsche Bank Securities Inc.
as Manager of the several Underwriters named in
Schedule I to the Underwriting Agreement referred to below

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005

Ladies and Gentlemen:

We have acted as counsel for you and the other several Underwriters named in Schedule I to the Underwriting Agreement dated August 6, 2013 (the "Underwriting Agreement") with General Motors Company, a Delaware corporation (the "Company") and UAW Retiree Medical Benefits Trust, a Michigan trust established as a voluntary employees' beneficiary association (the "Selling Securityholder"), under which you and such other Underwriters have severally agreed to purchase from the Selling Securityholder an aggregate of up to 45,454,545 warrants (the "Warrants") of the Company, each to purchase one share of the Company's common stock, $0.01 par value per share (the "Common Stock"). The Warrants were initially issued pusuant to a warrant agreement dated as of October 15, 2009. Certain terms of such warrant agreement, as amended on

October 16, 2009, are being amended pursuant to the provisions of the Second Amended and Restated Warrant Agreement dated as of August [12], 2013 (the "Warrant Agreement") between the Company and U.S. Bank National Association, as warrant agent.

We have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

We have also reviewed the Company's registration statement on Form S-3 (File No. 333-188153) (including the documents incorporated by reference therein (the "Incorporated Documents")) filed with the Securities and Exchange Commission (the "Commission") pursuant to the provisions of the Securities Act of 1933, as amended (the "Act"), relating to the registration of securities (the "Shelf Securities") to be sold from time to time by certain selling stockholders, including the Selling Securityholder, and have participated in the preparation of the preliminary prospectus supplement dated August 5, 2013 relating to the Warrants and the prospectus supplement dated August 6, 2013 relating to the Warrants (the "Prospectus Supplement"). The registration statement became effective under the Act, upon the filing of the registration statement with the Commission on April 26, 2013 pursuant to Rule 462(e). The registration statement at the date of the Underwriting Agreement, including the Incorporated Documents and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Act, is hereinafter referred to as the "Registration Statement," and the related prospectus (including the Incorporated Documents) dated April 26, 2013 relating to the Shelf Securities is hereinafter referred to as the "Basic Prospectus." The Basic Prospectus, as supplemented by the Prospectus Supplement, in the form first used to confirm sales of the Warrants (or in the form first made available by the Company to the Underwriters to meet requests of purchasers of the Warrants under Rule 173 under the Act), is hereinafter referred to as the "Prospectus."

In rendering the opinions expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all documents filed with or submitted to the Commission through its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting, (iv) all signatures on all documents that we reviewed are genuine, (v) all natural persons executing documents had and have the legal capacity to do so, (vi) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vii) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, we are of the opinion that:

1. The Warrant Agreement has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, provided that we express no opinion as to (x) the validity, legally binding effect or enforceability of Section 5.09 of the Warrant Agreement or any related provision in the Warrants that requires or relates to the mandatory redemption of the Warrants by the Company in an amount that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or forfeiture or (y) with respect to Section 7.09 of the Warrant Agreement providing for indemnification.

2. The Warrants have been duly authorized and when executed and countersigned in accordance with the provisions of the Warrant Agreement and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, and will be entitled to the benefits of the Warrant Agreement pursuant to which such Warrants are to be issued, provided that we express no opinion as to the validity, legally binding effect or enforceability of any provision in the Warrants that requires or relates to the mandatory redemption by the Company in an amount that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or forfeiture.

3. The shares of Common Stock initially issuable upon exercise of the Warrants have been duly authorized and reserved and, when issued upon exercise of the Warrants in accordance with the terms of the Warrants and the Warrant Agreement, will be validly issued, fully paid and non assessable.

4. The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

We have considered the statements included in the Prospectus under the captions "Description of Warrants," "Overview of Our Capital Stock" (insofar as relevant to the offering of the Warrants), and "Underwriting" insofar as they summarize provisions of the restated certificate of incorporation and the amended and restated by-laws of the Company, the Warrant

Agreement, the Warrants and the Underwriting Agreement. In our opinion, such statements fairly summarize these provisions in all material respects.

In rendering the opinions in paragraphs (1) through (4) above, we have assumed that each party to the Warrant Agreement, the Underwriting Agreement and the Warrants (the "Documents") has been duly incorporated and is validly existing and in good standing under the laws of the jurisdiction of its organization. In addition, we have assumed that (i) the execution, delivery and performance by each party thereto of each Document to which it is a party, (a) are within its corporate powers, (b) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party, (c) require no action by or in respect of, or filing with, any governmental body, agency or official and (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party, provided that we make no such assumption to the extent that we have specifically opined as to such matters with respect to the Company and (ii) each Document (other than the Underwriting Agreement) is a valid, binding and enforceable agreement of each party thereto (other than as expressly covered above in respect of the Company).

We are members of the Bar of the State of New York, and the foregoing opinion is limited to the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware, except that we express no opinion as to any law, rule or regulation that is applicable to the Company, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

This opinion is rendered solely to you and the other several Underwriters in connection with the Underwriting Agreement. This opinion may not be relied upon by you for any other purpose or relied upon by any other person (including any person acquiring Warrants from the several Underwriters) or furnished to any other person without our prior written consent.

Very truly yours,

EXHIBIT B-2

RULE 10B-5 STATEMENT OF COUNSEL FOR THE UNDERWRITERS

DEUTSCHE BANK SECURITIES INC.
as Manager of the several Underwriters
named in Schedule I to the Underwriting Agreement referred to below

c/o DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005

Ladies and Gentlemen:

We have acted as counsel for you and the other several Underwriters named in Schedule I to the Underwriting Agreement dated August 6, 2013 (the "Underwriting Agreement") with General Motors Company, a Delaware corporation (the "Company"), and UAW Retiree Medical Benefits Trust, a Michigan trust established as a voluntary employees' beneficiary association (the "Selling Securityholder") under which you and such other Underwriters have severally agreed to purchase from the Selling Securityholder up to 45,454,545 warrants (the "Securities") of the Company, each to purchase one share of the Company's common stock, $0.01 par value per share.

We have reviewed the Company's registration statement on Form S-3 (File No. 333-188153) (including the documents incorporated by reference therein (the "Incorporated Documents")) filed with the Securities and Exchange Commission (the "Commission") pursuant to the provisions of the Securities Act of 1933, as amended (the "Act"), relating to the registration of securities (the "Shelf Securities") to be sold from time to time by certain stockholders of the Company, including the Selling Securityholder, and have participated in the preparation of the preliminary prospectus supplement dated August 5, 2013 (the "Preliminary Prospectus Supplement") relating to the Securities and the prospectus supplement dated August 6, 2013 relating to the Securities (the "Prospectus Supplement"). The registration statement at the date of the Underwriting Agreement, including the Incorporated Documents and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Act, is hereinafter referred to as the "Registration Statement," and the related prospectus (including the Incorporated Documents) dated April 26, 2013 relating to the Shelf Securities is hereinafter referred to as the "Basic Prospectus." The Basic Prospectus, as supplemented by the Preliminary Prospectus Supplement, together with the other information set forth in Schedule I to the Underwriting Agreement for the Securities are hereinafter referred to as the "Disclosure Package." The Basic Prospectus, as supplemented by the Prospectus Supplement, in the form first used to confirm

sales of the Securities (or in the form first made available by the Company to the Underwriters to meet requests of purchasers of the Securities under Rule 173 under the Act), is hereinafter referred to as the "Prospectus."

We have, without independent inquiry or investigation, assumed that all documents filed with or submitted to the Commission through its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting.

The primary purpose of our professional engagement was not to establish or confirm factual matters or financial, accounting or quantitative information. Furthermore, many determinations involved in the preparation of the Registration Statement, the Disclosure Package and the Prospectus are of a wholly or partially non-legal character or relate to legal matters outside the scope of our opinion separately delivered to you today in respect of certain matters under the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware. As a result, we are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Disclosure Package or the Prospectus, and we have not ourselves checked the accuracy, completeness or fairness of, or otherwise verified, the information furnished in such documents (except to the extent expressly set forth in our opinion letter separately delivered to you today as to statements included in the Prospectus under the captions "Description of the Warrants," "Overview of Our Capital Stock," "Description of Our Common Stock" and "Underwriting"). However, in the course of our acting as counsel to you in connection with the review of the Registration Statement, the Disclosure Package and the Prospectus, we have generally reviewed and discussed with your representatives and with certain officers and employees of, and counsel and independent public accountants for, the Company the information furnished, whether or not subject to our check and verification. We have also reviewed and relied upon certain corporate records and documents, letters from counsel and accountants and oral and written statements of officers and other representatives of the Company, representatives of the Selling Securityholder and others as to the existence and consequence of certain factual and other matters.

On the basis of the information gained in the course of the performance of the services rendered above, but without independent check or verification except as stated above:

(i) the Registration Statement and the Prospectus appear on their face to be appropriately responsive in all material respects to the requirements of the Act and the applicable rules and regulations of the Commission thereunder; and

(ii) nothing has come to our attention that causes us to believe that, insofar as relevant to the offering of the Securities:

(a) on the date of the Underwriting Agreement, the Registration Statement contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading,

(b) at [6:30] P.M. New York City time on August 6, 2013, the Disclosure Package contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or

(c) the Prospectus as of the date of the Underwriting Agreement or as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In providing this letter to you and the other several Underwriters, we have not been called to pass upon, and we express no view regarding, the financial statements or financial schedules or other financial or accounting data included in the Registration Statement, the Disclosure Package or the Prospectus. In addition, we express no view as to the conveyance of the Disclosure Package or the information contained therein to investors.

This letter is delivered solely to you and the other several Underwriters in connection with the Underwriting Agreement. This letter may not be relied upon by you for any other purpose or relied upon by any other person (including any person acquiring Securities from the several Underwriters) or furnished to any other person without our prior written consent.

EXHIBIT C

FORM OF LOCK-UP AGREEMENT

August [*], 2013

DEUTSCHE BANK SECURITIES INC.
As Manager for the several Underwriters

c/o DEUTSCHE BANK SECURITIES INC.
60 Wall Street

New York, New York 10005

Ladies and Gentlemen:

The undersigned understands that Deutsche Bank Securities Inc. (the "**Manager**"), on behalf of itself and the Underwriters (as defined below), proposes to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with General Motors Company, a Delaware corporation (the "**Company**"), and the undersigned, providing for the public offering (the "**Public Offering**") by the several Underwriters, including the Manager (the "**Underwriters**"), of up to 45,454,545 warrants (the "**Warrants**") of the Company representing the right to purchase an aggregate of up to the same number of shares of the $0.01 par value common stock of the Company (the "**Common Shares**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Underwriting Agreement.

In consideration of the Underwriters' agreement to purchase and make the Public Offering of the Warrants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Manager, the undersigned will not, during the period commencing on the date on which the Underwriting Agreement is executed by the Company and the Manager and ending 30 days after the date of the final prospectus supplement relating to the Public Offering, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares (including without limitation, Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant); (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Common Shares or such other securities convertible into or exercisable or exchangeable for Common Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Shares or such other securities, in cash or otherwise; or (3) make any demand for or exercise any right with respect to the registration of any Common Shares or any security convertible into or exercisable or exchangeable for Common Shares, in each case other than (A) the Warrants to be sold by the undersigned pursuant to the Underwriting Agreement, (B) sales, transfers or other dispositions of Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares pursuant to sales plans pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934 (the "Exchange Act"), (C) if the undersigned is a natural person, transfers of Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares to any beneficiary of the undersigned pursuant to a will or other testamentary document or applicable laws of descent, (D) transfers of Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares as a bona fide gift or gifts, (E) if the undersigned is a natural person, transfers of Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares to any trust, partnership or limited liability company for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, (F) distributions of Common Shares to members, limited partners, stockholders or creditors of the undersigned, and (G) transfers of Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares to (i) the Company or (ii) a corporation, partnership, limited liability company, government organization or entity, or other entity that is a controlled or managed affiliate of the undersigned or controls or manages the undersigned or is under common control with the undersigned; provided that in the case of any transfer or distribution pursuant to clause (C), (D), (E), (F) or (G), each such transferee shall execute and deliver to the Manager a lock-up letter in the form of this paragraph for the remainder of the lock-up period. As used herein, the term "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin.

In addition, the restrictions set forth herein shall not prevent the undersigned from entering into sales plans pursuant to Rule 10b5-1 under the Exchange Act on or after the date hereof.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors or assigns of the undersigned.

The undersigned understands that, if the Underwriting Agreement does not become effective, or if such Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Warrants to be sold thereunder, the undersigned shall be released from all obligations under this Letter Agreement.

The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

EXHIBIT D

FORM OF
SECOND AMENDED AND RESTATED WARRANT AGREEMENT
(See attached)

EXHIBIT E

FORM OF
WARRANT AGREEMENT CONSENT
(See attached)

EXHIBIT F

PRICING AGREEMENT

Reference is made to the Underwriting Agreement dated as of August 6, 2013 by and among General Motors Company, a Delaware corporation (the "**Company**"), UAW Retiree Medical Benefits Trust, a Michigan trust established as a voluntary employees' beneficiary association (the "**Selling Securityholder**") and Deutsche Bank Securities Inc., as manager (the "**Manager**") for the several Underwriters named in Schedule I thereto. Capitalized terms used hereing and not otherwise defined have the respective meanings set forth in the Underwriting Agreement.

In connection with the Auction, the Selling Securityholder hereby agrees to the following terms relating to the Auction and the Underwriting Agreement with respect to the sale of the Warrants to the Underwriters pursuant to the Underwriting Agreement:

Issuer:	General Motors Company
Symbol:	GM WS C (NYSE)
CUSIP No.:	37045V 134
ISIN No.:	US37045V1347
Auction date:	August [6]
Number of Warrants sold by the Selling Securityholder pursuant to the Underwriting Agreement:	[45,454,545]
Clearing Price per Warrant agreed by the Selling Securityholder:	$[*]
Discount per Warrant for purposes of Article II(a)(ii) of the Underwriting Agreement:	$[*]
Net proceeds per Warrant to the Selling Securityholder:	$[*]
Expected closing date:	August [12], 2013

[SIGNATURE PAGES FOLLOW]

The Selling Securityholder

UAW RETIREE MEDICAL BENEFITS TRUST

By: BROCK FIDUCIARY SERVICES LLC, IN ITS CAPACITY AS FIDUCIARY AND INVESTMENT ADVISOR TO THE UAW RETIREE MEDICAL BENEFITS TRUST

By: _____

Name: Alain Lebec

Title: Senior Managing Director

Acting severally on behalf of itself and the several Underwriters

By: DEUTSCHE BANK SECURITIES INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

Exhibit 4.1

SECOND AMENDED AND RESTATED WARRANT AGREEMENT

dated as of August 12, 2013

between

GENERAL MOTORS COMPANY

and

U.S. BANK NATIONAL ASSOCIATION

as Warrant Agent

TABLE OF CONTENTS

SECOND AMENDED AND RESTATED WARRANT AGREEMENT

This Second Amended and Restated Warrant Agreement ("**Warrant Agreement**") dated as of August 12, 2013 is between General Motors Company, a Delaware corporation (the "**Company**"), and U.S. Bank National Association (the "**Warrant Agent**").

WITNESSETH THAT:

WHEREAS, the Company and the Warrant Agent are parties to that certain Amended and Restated Warrant Agreement dated as of October 16, 2009 (the "**Existing Warrant Agreement**") relating to 15,151,515 Warrants (such Number of Warrants having increased pursuant to, and in accordance with, Article 5 of the Existing Warrant Agreement to 45,454,545 Warrants as of the date hereof), each of which is exercisable for one share of Common Stock (as defined below) to the Initial Warrantholder (as defined below);

WHEREAS, the Initial Warrantholder is the sole Warrantholder (as defined below) as of the date hereof;

WHEREAS, in connection with an underwritten public offering of the Warrants by the Initial Warrantholder pursuant to a prospectus and prospectus supplement of the Company dated August 6, 2013 (the "**Offering**"), the Company and the Warrant Agent desire to amend and restate the Existing Warrant Agreement in its entirety and all Warrantholders have consented to this amendment and restatement; and

WHEREAS, the Company desires that the Warrant Agent continue to act on behalf of the Company, and the Warrant Agent is willing to act, in connection with the issuance, exchange, transfer, substitution and exercise of Warrants.

NOW THEREFORE in consideration of the mutual agreements herein contained, the Company and the Warrant Agent agree as follows:

ARTICLE 1
Definitions

Section 1.01. *Certain Definitions*. As used in this Warrant Agreement, the following terms shall have their respective meanings set forth below:

"**$**" refers to such coin or currency of the United States as at any time of payment is legal tender for the payment of public and private debts.

"**Adjustment Event**" has the meaning set forth in Section 5.08.

"**Agent Members**" has the meaning set forth in Section 2.06(c).

"**Authentication Order**" means a Company Order for authentication and delivery of Warrants.

"**Black Scholes Proportion**" has the meaning given to it in the definition of "Change of Control Payment Amount."

"**Black Scholes Warrant Value**" as of any date, shall mean the value of a Warrant to purchase one share of Common Stock (as determined in good faith by the Board of Directors based upon the advice of an independent investment bank of national standing selected by the Board of Directors and reasonably acceptable to the Warrant Agent) and shall be determined by customary investment banking practices using the Black Scholes model. For purposes of calculating such amount, (1) the term of the Warrants will be the period from the date of determination until the Expiration Date, (2) the price of each share of Common Stock will be the Current Market Price as of the date of determination, (3) the assumed volatility will be determined by such independent investment banking firm as of the date of determination, (4) the assumed risk-free rate will equal the yield on the U.S. Treasury security with a maturity closest to December 31, 2015, as the yield on that security exists as of the date of determination and (5) any other assumptions shall be made by the Board of Directors in good faith based upon the advice of such independent investment bank at the time of determination.

"**Board of Directors**" means the board of directors of the Company or any committee of such board of directors duly authorized to exercise the power of such board of directors with respect to the matters provided for in this Warrant Agreement as to which the board of directors is authorized or required to act.

"**Board Resolution**" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Warrant Agent.

"**Business Day**" means any day other than a Saturday or Sunday or other than a day on which banking institutions in New York City, New York are authorized or obligated by law or executive order to close.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of the Company and all warrants or options to acquire such capital stock.

"**Carryover Warrants**" shall mean, for each Warrant, that portion of such Warrant equal to one minus the Black Scholes Proportion.

"**Cash**" means such coin or currency of the United States as at any time of payment is legal tender for the payment of public and private debts.

"**Cash Account**" has the meaning set forth in Section 3.07(d).

"**Certificated Warrant**" means a Warrant represented by a Warrant Certificate, in definitive, fully registered form, that is not a Global Warrant.

"**Change of Control Date**" shall mean the date on which a Change of Control Event is consummated.

"**Change of Control Estimated Payment Amount**" shall mean, in respect of any Change of Control Event, an estimate of the Change of Control Payment Amount payable on the applicable Change of Control Payment Date, as determined in good faith by the Board of Directors, based upon the advice of an independent investment bank of national standing selected by the Board of Directors and reasonably acceptable to the Warrant Agent, as of a date no more than 20 Business Days and no less than 15 Business Days prior to the Change of Control Date, in a manner

consistent with the terms of this Warrant Agreement and the Warrants, including the definitions of "Black Scholes Warrant Value" and "Change of Control Payment Amount."

"**Change of Control Event**" shall mean (i) the acquisition by a Person (other than the Company or a wholly-owned subsidiary of the Company) in a tender offer or a series of related tender offers of 80% or more of the outstanding Common Stock (determined on a fully-diluted basis), (ii) the consolidation or merger of the Company with or into another Person (other than a wholly-owned subsidiary of the Company), or (iii) a sale of all or substantially all of the Company's assets to another Person (other than a wholly-owned subsidiary of the Company), in each of clauses (i) through (iii) in which all or any portion of the consideration paid or exchanged for Common Stock, or into which Common Stock is converted, consists of Other Property.

"**Change of Control Payment Amount**" shall mean an amount in Cash equal to the product of (1) the Black Scholes Warrant Value of a Warrant on a Change of Control Date immediately prior to the consummation of such Change of Control Event multiplied by (2) a fraction, (x) the numerator of which is the fair market value of the Other Property received in exchange for a share of Common Stock in a Change of Control Event as of the Change of Control Date (as determined by an independent investment bank of national standing selected by the Company and determined by customary investment banking practices) and (y) the denominator of which is the sum of (a) the Closing Sale Price of the Registered and Listed Shares received in exchange for a share of Common Stock in a Change of Control Event as of the Change of Control Date (if any) and (b) the fair market value (determined as above) of the Other Property as of the Change of Control Date received in exchange for a share of Common Stock in a Change of Control Event (such fraction referred to herein as the "**Black Scholes Proportion**").

For purposes of determining the Change of Control Payment Amount, if holders of Common Stock are entitled to receive differing forms or types of consideration in any transaction or series of transactions contemplated by the definition of "Change of Control Event," each holder shall be deemed to have received the same proportion of Other Property and Registered and Listed Shares that all holders of Common Stock in the aggregate elected or were required to receive in such transaction or transactions.

"**Change of Control Payment Date**" has the meaning set forth in Section 5.09(e).

"**Close of Business**" means 5:00 p.m. New York City time.

"**Closing Date**" means July 10, 2009.

"**Closing Sale Price**" means, as of any date, the last reported per share sales price of a share of Common Stock or any other security on such date (or, if no last reported sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices on such date) as reported on the New York Stock Exchange, or if the Common Stock or such other security is not listed on the New York Stock Exchange, as reported by the principal U.S. national or regional securities exchange or quotation system on which the Common Stock or such other security is then listed or quoted; *provided, however,* that in the absence of such quotations, the Board of Directors will make a good faith determination of the Closing Sale Price.

If during a period applicable for calculating the Closing Sale Price, an issuance, distribution, subdivision, combination or other transaction or event occurs that requires an

adjustment to the Exercise Price or Number of Warrants pursuant to Article 5 hereof, the Closing Sale Price shall be calculated for such period in a manner determined by the Company to appropriately reflect the impact of such issuance, distribution, subdivision or combination on the price of the Common Stock during such period.

"**Common Stock**" means the common stock, par value $0.01 per share, of the Company authorized at the date of this Warrant Agreement or as such stock may be constituted from time to time. Subject to the provisions of Section 5.09 and Section 5.10, shares issuable upon exercise of Warrants shall include only shares of the class designated as Common Stock of the Company as of the date of this Warrant Agreement or shares of any class or classes resulting from any reclassification or reclassifications or change or changes thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, and if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion that the total number of shares of such class resulting from all such reclassifications or changes bears to the total number of shares of all such classes resulting from such reclassifications or changes.

"**Company Order**" means a written order signed in the name of the Company by any two officers, at least one of whom must be its Chief Executive Officer, its Chief Financial Officer, its Treasurer, an Assistant Treasurer, or its Controller, and delivered to the Warrant Agent.

"**Current Market Price**" means, (i) in connection with a dividend, issuance or distribution, the volume weighted average price per share of Common Stock for the twenty (20) Trading Days ending on, but excluding, the earlier of the date in question and the Trading Day immediately preceding the Ex-Date for such dividend, issuance or distribution and (ii) in connection with a determination of Black Scholes Warrant Value, the volume weighted average price per share of Common Stock for the twenty (20) Trading Days ending on, but excluding, the date of determination, in each case, for the regular trading session (including any extensions thereof, without regard to pre-open or after hours trading outside of such regular trading session) as reported on the New York Stock Exchange, or if the Common Stock or such other security is not listed on the New York Stock Exchange, as reported by the principal U.S. national or regional securities exchange or quotation system on which the Common Stock or such other security is then listed or quoted, whichever is applicable, as published by Bloomberg at 4:15 p.m., New York City time (or 15 minutes following the end of any extension of the regular trading session), on such Trading Day, or if such volume weighted average price is unavailable or in manifest error, the market value of one share of Common Stock during such twenty (20) Trading Day period determined using a volume weighted average price method by an independent nationally recognized investment bank or other qualified financial institution selected by the Board of Directors and reasonably acceptable to the Warrant Agent. If the Common Stock is not traded on the New York Stock Exchange or any U.S. national or regional securities exchange or quotation system, the Current Market Price shall be the price per share of Common Stock that the Company could obtain from a willing buyer for shares of Common Stock sold by the Company from authorized but unissued shares of Common Stock, as such price shall be reasonably determined in good faith by the Company's Board of Directors.

"**Cut-Off Time**" has the meaning set forth in Section 5.09(e).

"**Depositary**" means The Depository Trust Company, its nominees, and their respective successors.

"**Determination Date**" has the meaning set forth in Section 5.08.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Ex-Date**" means, in connection with any dividend, issuance or distribution, the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such dividend, issuance or distribution.

"**Exercise Date**" has the meaning set forth in Section 3.02(b).

"**Exercise Notice**" means, for any Warrant, the exercise notice set forth on the reverse of the Warrant Certificate, substantially in the form set forth in Exhibit B hereto.

"**Exercise Price**" means, as of the date hereof, $42.31 per Warrant, subject to adjustment pursuant to Article 5.

"**Existing Warrant Agreement**" has the meaning set forth in the Recitals.

"**Expiration Date**" means, for any Warrant, December 31, 2015, regardless of whether such date is a Trading Day.

"**Global Warrant**" means a Warrant in the form of a permanent global Warrant Certificate, in definitive, fully registered form.

"**Global Warrant Legend**" means the legend set forth in Section 2.06(b).

"**Initial Warrantholder**" means UAW Retiree Medical Benefits Trust, a voluntary employees' beneficiary association or any "affiliate" thereof (as defined under Rule 144 under the Securities Act).

"**Net Share Amount**" has the meaning set forth in Section 3.03.

"**Net Share Settlement**" means the settlement method pursuant to which an exercising Warrantholder shall be entitled to receive from the Company, for each Warrant exercised, a number of shares of Common Stock equal to the Net Share Amount without any payment therefor.

"**Net Share Settlement Price**" means, as of any date, the volume weighted average price per share of Common Stock for the twenty (20) Trading Days prior to the date of determination of the Net Share Settlement Price for the regular trading session (including any extensions thereof, without regard to pre-open or after hours trading outside of such regular trading session) as reported on the New York Stock Exchange, or if the Common Stock or such other security is not listed on the New York Stock Exchange, as reported by the principal U.S. national or regional securities exchange or quotation system on which the Common Stock or such other security is then listed or quoted, whichever is applicable, as published by Bloomberg at 4:15 p.m., New York City time (or 15 minutes following the end of any extension of the regular trading session), on such Trading Day, or if such volume weighted average price is unavailable or in manifest error, the market value of one share of Common Stock during such twenty (20) Trading Day period determined using a volume weighted average price method by an independent nationally recognized investment bank or other qualified financial institution reasonably acceptable to the Warrant Agent. If the Common Stock is not traded on the New York Stock Exchange or any U.S. national or regional Securities exchange or quotation system, the Net Share Settlement Price shall

be the price per share of Common Stock that the Company could obtain from a willing buyer for shares of Common Stock sold by the Company from authorized but unissued shares of Common Stock, as such prices shall be reasonably determined in good faith by the Company's Board of Directors.

If during a period applicable for calculating Net Share Settlement Price, an issuance, distribution, subdivision, combination or other transaction or event occurs that requires an adjustment to the Exercise Price or Number of Warrants pursuant to Article 5 hereof, the Net Share Settlement Price shall be calculated for such period in a manner determined by the Company to appropriately reflect the impact of such issuance, distribution, subdivision or combination on the price of the Common Stock during such period.

"**New Warrant Exercise Price**" shall be equal to the product of (i) the Exercise Price then in effect and (ii) one minus the Black Scholes Proportion.

"**New Warrants**" has the meaning set forth in Section 5.09(e).

"**Number of Warrants**" means, for a Warrant Certificate, the "Number of Warrants" specified on the face of such Warrant Certificate (or, in the case of a Global Warrant, on Schedule A to such Warrant Certificate), subject to adjustment pursuant to Article 5.

"**Officers' Certificate**" means a certificate signed by any two officers of the Company, at least one of whom must be its Chief Executive Officer, its Chief Financial Officer, its Treasurer, an Assistant Treasurer, or its Controller.

"**Other Property**" means any cash, property or other securities other than Registered and Listed Shares.

"**Open of Business**" means 9:00 a.m., New York City time.

"**Parent Exercise Price**" means, with respect to each Parent Warrant Agreement, the "Exercise Price" as such term is defined in such Parent Warrant Agreement.

"**Parent Warrant Agreement**" means each amended and restated warrant agreement, dated as of the October 16, 2009, between the Company and U.S. Bank National Association as Warrant Agent, pursuant to which Motors Liquidation Company (formerly known as General Motors Corporation) was the "Initial Warrantholder" as defined therein.

"**Parent Warrants**" means the warrants issued pursuant to the Parent Warrant Agreements.

"**Person**" means an 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.

"**Record Date**" means, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any Cash, securities or other property or in which Common Stock (or other applicable security) is exchanged for or converted into any combination of Cash, securities or other property, the date fixed for determination of holders of Common Stock entitled to receive such Cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

"**Redemption**" has the meaning set forth in Section 5.09(e).

"**Redemption Notice**" has the meaning set forth in Section 5.09(e).

"**Reference Property**" has the meaning set forth in Section 5.09(a).

"**Registered and Listed Shares**" shall mean shares of the common stock of the surviving entity in a consolidation, merger, or combination or the acquiring entity in a tender offer, except that if the surviving entity or acquiring entity has a parent corporation, it shall be the shares of the common stock of the parent corporation, provided, that, in each case, such shares (i) have been registered (or will be registered within 30 calendar days following the Change of Control Date) under Section 12 of the Exchange Act with the Securities and Exchange Commission, and (ii) are listed for trading on the New York Stock Exchange or any other national securities exchange (or will be so listed or admitted within 30 calendar days following the Change of Control Date).

"**Reorganization Event**" has the meaning set forth in Section 5.09(a).

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Settlement Date**" means, in respect of a Warrant that is exercised hereunder, the third Trading Day immediately following the Exercise Date for such Warrant.

"**Trading Day**" means (i) if the applicable security is listed on the New York Stock Exchange, a day on which trades may be made thereon or (ii) if the applicable security is listed or admitted for trading on the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market or other national securities exchange or market, a day on which the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market or such other national securities exchange or market is open for business or (iii) if the applicable security is not so listed, admitted for trading or quoted, any Business Day.

"**Trigger Event**" has the meaning set forth in Section 5.03.

"**Unit of Reference Property**" has the meaning set forth in Section 5.09(a).

"**Unit Value**" has the meaning set forth in Section 5.09(c).

"**Vice President**" means any vice president, whether or not designated by a number or a word or words added before or after the title "vice president" of the Company.

"**Voting Stock**" means Capital Stock having the right to vote for the election of directors under ordinary circumstances.

"**Warrant**" means a warrant of the Company exercisable for one share of Common Stock as provided herein, and issued pursuant to this Warrant Agreement with the terms, conditions and rights set forth in this Warrant Agreement.

"**Warrant Agent**" means U.S. Bank National Association, in its capacity as warrant agent hereunder.

"**Warrant Certificate**" means any certificate representing Warrants satisfying the requirements set forth in Section 2.03.

"**Warrant Register**" has the meaning set forth in Section 2.05.

"**Warrantholder**" means each Person in whose name Warrants are registered in the Warrant Register.

ARTICLE 2
Issuance, Execution and Transfer of Warrants

Section 2.01. *Issuance of Warrants*. (a) The Company executed and delivered to the Warrant Agent, for authentication and delivery to the Initial Warrantholder on October 16, 2009, a single Certificated Warrant in the name of the Initial Warrantholder, together with an Authentication Order with respect thereto, evidencing an initial aggregate Number of Warrants equal to 15,151,515 (such Number of Warrants having increased pursuant to, and in accordance with, Article 5 of the Existing Warrant Agreement to 45,454,545 as of the date hereof, and subject to adjustment from time to time as described herein). The Warrant Agent, upon receipt of such Certificated Warrant and Authentication Order, authenticated and delivered such Certificated Warrant to the Initial Warrantholder in accordance with Section 2.02 and registered the Initial Warrantholder as the Warrantholder of such Warrants in accordance with Section 2.05.

(b) Except as set forth in Section 2.05, Section 6.02 and Article 5, the Warrants issued to the Initial Warrantholder on October 16, 2009 shall be the only Warrants issued or outstanding under this Warrant Agreement.

(c) All Warrants issued under this Warrant Agreement shall in all respects be equally and ratably entitled to the benefits hereof, without preference, priority, or distinction on account of the actual time of the issuance and authentication or any other terms thereof.

Section 2.02. *Execution and Authentication of Warrants*. (a) Warrants shall be executed on behalf of the Company by any Executive Vice President, any Senior Vice President or any Vice President of the Company and attested by its Secretary or any one of its Assistant Secretaries. The signature of any of these officers on Warrants may be manual or facsimile. Typographical and other minor errors or defects in any such signature shall not affect the validity or enforceability of any Warrant that has been duly authenticated and delivered by the Warrant Agent.

(b) Warrants bearing the manual or facsimile signatures of individuals, each of whom was, at the time he or she signed such Warrant or his or her facsimile signature was affixed to such Warrant, as the case may be, a proper officer of the Company, shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Warrants or did not hold such offices at the date of such Warrants.

(c) No Warrant shall be entitled to any benefit under this Warrant Agreement or be valid or obligatory for any purpose unless there appears on such Warrant a certificate of authentication substantially in the form provided for herein executed by the Warrant Agent by manual or facsimile signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated and delivered hereunder.

Section 2.03. *Form of Warrant Certificates*. Each Warrant Certificate shall be in substantially the form set forth in Exhibit B hereto and shall have such insertions as are appropriate or required by this Warrant Agreement and may have such letters, numbers or other marks of identification and such legends and endorsements, stamped, printed, lithographed or engraved thereon, as the Company may deem appropriate and as are not inconsistent with the provisions of this Warrant Agreement, such as may be required to comply with this Warrant Agreement, any law or any rule of any securities exchange on which Warrants may be listed, and such as may be necessary to conform to customary usage.

Section 2.04. *Transfer Restrictions*. Any Warrant that is purchased or owned by the Company or any "affiliate" thereof (as defined under Rule 144 under the Securities Act) may not be resold by the Company 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 Warrants no longer being "restricted securities" (as defined in Rule 144 under the Securities Act).

Section 2.05. *Transfer, Exchange and Substitution*. (a) Warrants shall be issued in registered form only. The Company shall cause to be kept at the office of the Warrant Agent, and the Warrant Agent shall maintain, a register (the "**Warrant Register**") in which, subject to such reasonable regulations as the Company may prescribe, the Company shall provide for the registration of Warrants and transfers, exchanges or substitutions of Warrants as herein provided. All Warrants issued upon any registration of transfer or exchange of or substitution for Warrants shall be valid obligations of the Company, evidencing the same obligations, and entitled to the same benefits under this Warrant Agreement, as Warrants surrendered for such registration of transfer, exchange or substitution.

(b) A Warrantholder may transfer a Warrant only upon surrender of such Warrant for registration of transfer. Warrants may be presented for registration of transfer and exchange at the offices of the Warrant Agent with a written instruction of transfer in form satisfactory to the Warrant Agent, duly executed by such Warrantholder or by such Warrantholder's attorney, duly authorized in writing. No such transfer shall be effected until, and the transferee shall succeed to the rights of a Warrantholder only upon, final acceptance and registration of the transfer in the Warrant Register by the Warrant Agent. Prior to the registration of any transfer of a Warrant by a Warrantholder as provided herein, the Company, the Warrant Agent, and any agent of the Company or the Warrant Agent may treat the Person in whose name Warrants 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 Warrant presented or surrendered for registration of transfer or for exchange or substitution shall (if so required by the Company or the Warrant Agent) be duly endorsed, or be accompanied by a duly executed instrument of transfer in form satisfactory to the Company and the Warrant Agent, by the holder thereof or such Warrantholder's attorney duly authorized in writing.

(d) When Warrants are presented to the Warrant Agent with a request to register the transfer of, or to exchange or substitute, such Warrants, the Warrant 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 Company shall execute Warrant Certificates at the Warrant Agent's request and the Warrant Agent shall countersign and deliver such Warrant Certificates. No service charge shall be made for any registration of transfer or exchange of or substitution for Warrants, but the Company 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 Warrants.

(e) A Certificated Warrant may be exchanged at the option of the holder or holders thereof, when presented or surrendered in accordance with this Warrant Agreement, for another Warrant Certificate or other Warrant Certificates of like tenor and representing in the aggregate a like Number of Warrants. If less than all Warrants represented by a Certificated Warrant are transferred, exchanged or substituted in accordance with this Warrant Agreement, the Warrant Certificate shall be surrendered to the Warrant Agent and a new Warrant Certificate for a Number of Warrants equal to the Warrants represented by such Warrant Certificate that were not transferred, exchanged or substituted, registered in such name or names as may be directed in writing by the surrendering Warrantholder, shall be executed by the Company and delivered to the Warrant Agent and the Warrant Agent shall countersign such new Warrant Certificate and shall deliver such new Warrant Certificate to the Person or Persons entitled to receive the same.

Section 2.06. *Global Warrants*. (a) As of the date hereof, all Certificated Warrants shall be presented to the Warrant Agent by Warrantholders in exchange for one or more Global Warrants covering the aggregate Number of Warrants then outstanding and shall be registered in the name of the Depositary, or its nominee, and delivered by the Warrant Agent to the Depositary, or its custodian, for crediting to the accounts of its participants pursuant to the procedures of the Depositary. Upon such presentation, the Company shall execute a Global Warrant representing such aggregate Number of Warrants and deliver the same to the Warrant Agent for authentication and delivery in accordance with Section 2.02.

(b) Any Global Warrant shall bear the legend substantially in the form set forth in Exhibit A hereto (the "**Global Warrant Legend**").

(c) So long as a Global Warrant is registered in the name of the Depositary or its nominee, members of, or participants in, the Depositary ("**Agent Members**") shall have no rights under this Warrant Agreement with respect to the Global Warrant held on their behalf by the Depositary or the Warrant Agent as its custodian, and the Depositary may be treated by the Company, the Warrant Agent and any agent of the Company or the Warrant Agent as the absolute owner of such Global Warrant for all purposes. Accordingly, any such owner's beneficial interest in such Global Warrant will be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Depositary or its nominee or its Agent Members, and neither the Company nor the Warrant Agent shall have any responsibility with respect to such records maintained by the Depositary or its nominee or its Agent Members. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Warrant Agent or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a Warrantholder.

(d) Any holder of a Global Warrant registered in the name of the Depositary or its nominee shall, by acceptance of such Global Warrant, agree that transfers of beneficial interests in

such Global Warrant may be effected only through a book-entry system maintained by the holder of such Global Warrant (or its agent), and that ownership of a beneficial interest in Warrants represented thereby shall be required to be reflected in book-entry form.

(e) Transfers of a Global Warrant registered in the name of the Depositary or its nominee shall be limited to transfers in whole, and not in part, to the Company, the Depositary, their successors, and their respective nominees. Interests of beneficial owners in a Global Warrant registered in the name of the Depositary or its nominee shall be transferred in accordance with the rules and procedures of the Depositary.

(f) A Global Warrant registered in the name of the Depositary or its nominee shall be exchanged for Certificated Warrants only if the Depositary (i) has notified the Company 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 (ii) a successor to the Depositary registered as a clearing agency under Section 17A of the Exchange Act is not able to be appointed by the Company within 90 days or the Depositary is at any time unwilling or unable to continue as Depositary and a successor to the Depositary is not able to be appointed by the Company within 90 days. In any such event, a Global Warrant registered in the name of the Depositary or its nominee shall be surrendered to the Warrant Agent for cancellation, and the Company shall execute, and the Warrant Agent shall countersign and deliver, to each beneficial owner identified by the Depositary, in exchange for such beneficial owner's beneficial interest in such Global Warrant, Certificated Warrants representing, in the aggregate, the Number of Warrants theretofore represented by such Global Warrant with respect to such beneficial owner's respective beneficial interest. Any Certificated Warrant delivered in exchange for an interest in a Global Warrant pursuant to this Section 2.06(f) shall not bear the Global Warrant Legend. Interests in the Global Warrant may not be exchanged for Certificated Warrants other than as provided in this Section 2.06(f).

(g) The holder of a Global Warrant registered in the name of the Depositary 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 Warrantholder is entitled to take under this Warrant Agreement or the Warrant.

Section 2.07. *Surrender of Warrant Certificates*. Any Warrant Certificate surrendered for registration of transfer, exchange, substitution or exercise of Warrants represented thereby shall, if surrendered to the Company, be delivered to the Warrant Agent, and all Warrant Certificates surrendered or so delivered to the Warrant Agent shall be promptly cancelled by the Warrant Agent and shall not be reissued by the Company and, except as provided in this Article 2 in case of an exchange, transfer or substitution, or Article 3 in case of the exercise of less than all Warrants represented thereby, or Section 6.02 in case of mutilation, no Warrant Certificate shall be issued hereunder in lieu thereof. The Warrant Agent shall deliver to the Company from time to time or otherwise dispose of such cancelled Warrant Certificates as the Company may direct.

ARTICLE 3
Exercise and Settlement of Warrants

Section 3.01. *Exercise of Warrants*. At any time prior to 5:00 p.m., New York City time, on the Expiration Date, a Warrantholder shall be entitled to exercise, in accordance with this Article 3, the full Number of Warrants represented by any Warrant Certificate then registered in such Warrantholder's name (which may include fractional Warrants) or any portion thereof (which

shall not include any fractional Warrants). Any Warrants not exercised prior to such time shall expire unexercised.

Section 3.02. *Procedure for Exercise*. (a) To exercise a Warrant (i) in the case of a Certificated Warrant, the Warrantholder must surrender the Warrant Certificate evidencing such Warrant at the principal office of the Warrant Agent (or successor warrant agent), with the Exercise Notice set forth on the reverse of the Warrant Certificate duly completed and executed, together with any applicable transfer taxes as set forth in Section 7.01(b), or (ii) in the case of a Global Warrant, the Warrantholder must comply with the procedures established by the Depositary for the exercise of Warrants.

(b) The date on which a Warrantholder complies with the requirements for exercise set forth in this Section 3.02 in respect of a Warrant is the "**Exercise Date**" for such Warrant. However, if such date is not a Trading Day or the Warrantholder satisfies such requirements after the Close of Business on a Trading Day, then the Exercise Date shall be the immediately succeeding Trading Day, unless that Trading Day falls after the Expiration Date, in which case the Exercise Date shall be the immediately preceding Trading Day.

Section 3.03. *Settlement of Warrants*. Net Share Settlement shall apply to each Warrant upon exercise of such Warrant. For each Warrant exercised hereunder, on the Settlement Date for such Warrant, the Company shall cause to be delivered to the Warrantholder a number of shares of Common Stock (which in no event will be less than zero) (the "**Net Share Amount**") equal to (i) the Net Share Settlement Price as of the relevant Exercise Date, minus the Exercise Price (determined as of such Exercise Date), *divided* by (ii) such Net Share Settlement Price, together with Cash in respect of any fractional shares or fractional Warrants as provided in Section 3.05.

Section 3.04. *Delivery of Common Stock*. (a) In connection with the delivery of shares of Common Stock to an exercising Warrantholder pursuant to Section 3.03, the Warrant Agent shall:

(i) inform the Company of the number of shares of Common Stock underlying the Warrants which were exercised; and (A) if such shares of Common Stock are in book-entry form at the Depositary, the Company shall (or shall cause the transfer agent to) deliver such shares of Common Stock by electronic transfer to such Warrantholder's account, or any other account as such Warrantholder may designate, at the Depositary or at an Agent Member, or (B) if such shares of Common Stock are not in book-entry form at the Depositary, the Company shall (or shall cause the transfer agent to) deliver to or upon the order of such Warrantholder a certificate or certificates, in each case for the number of full shares of Common Stock to which such Warrantholder is entitled, registered in such name or names as may be directed by such Warrantholder;

(ii) deliver Cash to such Warrantholder in respect of any fractional shares or fractional Warrants, as provided in Section 3.05; and

(iii) if the Number of Warrants represented by a Warrant Certificate shall not have been exercised in full, (A) in the case of a Certificated Warrant, deliver a new Warrant Certificate or (B) in the case of a Global Warrant, make the appropriate adjustments in Schedule A of such Global Warrant, in each case, countersigned by the

Warrant Agent, for the balance of the number of Warrants represented by the surrendered Global Warrant or Warrant Certificate.

(b) Each Person in whose name any shares of Common Stock are issued shall for all purposes be deemed to have become the holder of record of such shares as of the Exercise Date. However, if any such date is a date when the stock transfer books of the Company are closed, such Person shall be deemed to have become the holder of such shares at the Close of Business on the next succeeding date on which the stock transfer books are open.

(c) Promptly after the Warrant Agent shall have taken the action required above (or at such later time as may be mutually agreeable to the Company and the Warrant Agent), the Warrant Agent shall account to the Company with respect to any Warrants exercised. The Company shall reimburse the Warrant Agent for any amounts paid by the Warrant Agent in respect of a fractional share or fractional Warrant upon such exercise in accordance with Section 3.05 hereof.

Section 3.05. *No Fractional Shares to Be Issued*. (a) Notwithstanding anything to the contrary in this Warrant Agreement, the Company shall not be required to issue any fraction of a share of Common Stock upon exercise of any Warrants.

(b) If any fraction of a Warrant shall be exercised hereunder, the Company shall pay the relevant Warrantholder Cash in lieu of the corresponding fraction of a share of Common Stock valued at the Net Share Settlement Price as of the Exercise Date. However, if more than one Warrant shall be exercised hereunder at one time by the same Warrantholder, the number of full shares which shall be issuable upon exercise thereof shall be computed on the basis of all Warrants (including any fractional Warrants) so exercised. If any fraction of a share of Common Stock would, except for the provisions of this Section 3.05, be issuable on the exercise of any Warrant or Warrants (including any fractional Warrants), the Company shall pay the Warrantholder Cash in lieu of such fractional shares valued at the Net Share Settlement Price as of the Exercise Date.

(c) Each Warrantholder, by its acceptance of a Warrant Certificate, expressly waives its right to receive any fraction of a share of Common Stock or a stock certificate representing a fraction of a share of Common Stock.

Section 3.06. *Acquisition of Warrants by Company*. The Company shall have the right, except as limited by law, to purchase or otherwise to acquire Warrants at such times, in such manner and for such consideration as it may deem appropriate and shall have agreed with the holder of such Warrants.

Section 3.07. *Direction of Warrant Agent*. (a) The Company shall be responsible for performing all calculations required in connection with the exercise and settlement of the Warrants and the payment or delivery, as the case may be, of Cash and/or Common Stock as described in this Article 3. In connection therewith, the Company shall provide prompt written notice to the Warrant Agent of the amount of Cash payable in lieu of any fractional share deliverable and/or upon exercise of any fractional Warrant and the number of shares of Common Stock payable or deliverable, as the case may be, upon exercise and settlement of the Warrants, including, without limitation, the Net Share Amount.

(b) Any Cash to be paid to the Warrantholders hereunder shall be delivered to the Warrant Agent no later than the Business Day immediately preceding the date such consideration

is required to be delivered to the Warrantholders. Any Common Stock to be delivered to the Warrantholders hereunder shall be delivered by the Company (or the transfer agent) by the date such consideration is required to be delivered to the Warrantholders.

(c) The Warrant Agent shall have no liability for any failure or delay in performing its duties hereunder caused by any failure or delay of the Company in providing such calculations or items to the Warrant Agent. The Warrant Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock or Units of Reference Property that may at any time be issued or delivered upon the exercise of any Warrant, and it makes no representation with respect thereto. The Warrant Agent shall not be responsible for any failure of the Company to make any Cash payment or to issue, transfer or deliver any shares of Common Stock or stock certificates or Units of Reference Property, or to comply with any of the covenants of the Company contained in this Article 3.

(d) Simultaneously with the execution and delivery of this Warrant Agreement, the Warrant Agent shall establish a Cash account (the "**Cash Account**") to hold Cash payments that are payable hereunder, including amounts payable in lieu of any fractional shares of Common Stock. The Warrant Agent may establish additional subaccounts for ease of administration. All monies held in such Cash Account and any such subaccounts shall be (i) used by the Warrant Agent only to make Cash payments as required under the terms hereof, (ii) returned to the Company promptly after a written request from the Company to deliver such Cash to it or its designee and (iii) held un-invested, and the Warrant Agent shall have no obligation to invest or reinvest any monies deposited or received hereunder.

ARTICLE 4
[Reserved]

ARTICLE 5
Adjustments

Section 5.01. *Adjustments to Exercise Price*. The Exercise Price for the Warrants shall be subject to adjustment (without duplication) upon the occurrence of any of the following events:

(a) The issuance of Common Stock as a dividend or distribution to all holders of Common Stock, or a subdivision or combination of Common Stock, in which event the Exercise Price shall be adjusted based on the following formula:

$$EP_1 = EP_0 \times \frac{OS_0}{OS_1}$$

where:

EP_0 = the Exercise Price in effect immediately prior to the Open of Business on the Ex-Date for such dividend or distribution, or immediately prior to the Open of Business on the effective date for such subdivision or combination, as the case may be;

EP_1 = the Exercise Price in effect immediately after the Open of Business on the Ex-Date for such dividend or distribution, or immediately after the Open of Business on the effective date for such subdivision or combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex-Date for such dividend or distribution, or immediately prior to the Open of Business on the effective date for such subdivision or combination, as the case may be; and

OS_1 = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such dividend, distribution, subdivision or combination.

Such adjustment shall become effective immediately after the Open of Business on the Ex-Date for such dividend or distribution, or immediately after the Open of Business on the effective date for such subdivision or combination, as the case may be. If any dividend or distribution or subdivision or combination of the type described in this Section 5.01(a) is declared or announced but not so paid or made, the Exercise Price shall again be adjusted to the Exercise Price that would then be in effect if such dividend or distribution or subdivision or combination had not been declared or announced, as the case may be.

(b) The issuance to all holders of Common Stock of rights or warrants entitling them for a period expiring 60 days or less from the date of issuance of such rights or warrants to purchase shares of Common Stock (or securities convertible into Common Stock) at less than (or having a conversion price per share less than) the Current Market Price of Common Stock, in which event the Exercise Price will be adjusted based on the following formula:

$$EP_1 = EP_0 \, X \, \frac{OS_0 + Y}{OS_0 + X}$$

where:

EP_0 = the Exercise Price in effect immediately prior to the Open of Business on the Ex-Date for such issuance;

EP_1 = the Exercise Price in effect immediately after the Open of Business on the Ex-Date for such issuance;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex-Date for such issuance;

X = the total number of shares of Common Stock issuable pursuant to such rights, warrants or convertible securities; and

Y = the aggregate price payable to exercise such rights, warrants or convertible securities *divided* by the Current Market Price.

Such adjustment shall become effective immediately after the Open of Business on the Ex-Date for such issuance. In the event that the issuance of such rights, warrants or convertible securities is announced but such rights, warrants or convertible securities are not so issued, the Exercise Price shall again be adjusted to be the Exercise Price that would then be in effect if the Ex-Date for such issuance had not occurred. To the extent that such rights or warrants are not exercised prior to their expiration or shares of Common Stock are otherwise not delivered pursuant to such rights, warrants or convertible securities, upon the expiration, termination or maturity of such rights, warrants or convertible securities, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect had the adjustments made upon the issuance of such

rights, warrants or convertible securities been made on the basis of the delivery of only the number of shares of Common Stock actually delivered. In determining the aggregate price payable for such shares of Common Stock, there shall be taken into account any consideration received for such rights or warrants, as well as any consideration received in connection with the conversion of any convertible securities issued upon exercise of such rights or warrants, and the value of such consideration, if other than Cash, shall be determined in good faith by the Board of Directors.

(c) The dividend or distribution to all holders of Common Stock of (i) shares of the Company's Capital Stock (other than Common Stock), (ii) evidences of the Company's indebtedness, (iii) rights or warrants to purchase the Company's securities or the Company's assets or (iv) property or Cash (excluding any ordinary cash dividends declared by the Board of Directors and excluding any dividend, distribution or issuance covered by clauses (a) or (b) above), in which event the Exercise Price will be adjusted based on the following formula:

$$EP_1 = EP_0 \, X \, \frac{SP_0 - FMV}{SP_0}$$

where:

EP_0 = the Exercise Price in effect immediately prior to the Open of Business on the Ex-Date for such dividend or distribution;

EP_1 = the Exercise Price in effect immediately after the Open of Business on the Ex-Date for such dividend or distribution;

SP_0 = the Current Market Price; and

FMV = the fair market value (as determined in good faith by the Board of Directors), on the Ex-Date for such dividend or distribution, of the shares of Capital Stock, evidences of indebtedness or property, rights or warrants so distributed or the amount of Cash (other than in the case of ordinary cash dividends declared by the Board of Directors) expressed as an amount per share of outstanding Common Stock.

In the event of a reduction of the Parent Exercise Price under either of the Parent Warrant Agreements (other than pursuant to Article 5 of a Parent Warrant Agreement), such reduction shall be treated, for purposes of this Warrant Agreement, as a distribution of property where the FMV of such property for purposes of this adjustment shall be equal to the absolute value of the difference between (i) the Black Scholes Warrant Value of such outstanding Parent Warrants with a Parent Exercise Price equal to the Parent Exercise Price as adjusted to such date pursuant to Article 5 of the applicable Parent Warrant Agreement and (ii) the Black Scholes Warrant Value of such outstanding Parent Warrants immediately following such reduction in Parent Exercise Price, expressed as an amount per share of outstanding Common Stock.

Such decrease shall become effective immediately after the Open of Business on the Ex-Date for such dividend or distribution. In the event that such dividend or distribution is declared or announced but not so paid or made, the Exercise Price shall again be adjusted to be the Exercise Price which would then be in effect if such distribution had not been declared or announced.

However, if the transaction that gives rise to an adjustment pursuant to this clause (c) is one pursuant to which the payment of a dividend or other distribution on Common Stock consists of

shares of capital stock of, or similar equity interests in, a subsidiary of the Company or other business unit of the Company (i.e., a spin-off) that are, or, when issued, will be, traded or quoted on the New York Stock Exchange or any other national or regional securities exchange or market, then the Exercise Price will instead be adjusted based on the following formula:

$$EP_1 = EP_0 \times \frac{MP_0}{MP_0 - FMV_0}$$

where:

EP_0 = the Exercise Price in effect immediately prior to the Open of Business on the Ex-Date for such dividend or distribution;

EP_1 = the Exercise Price in effect immediately after the Open of Business on the Ex-Date for such dividend or distribution;

FMV_0 = the average of the Closing Sale Prices of the Capital Stock or similar equity interests distributed to holders of Common Stock applicable to one share of Common Stock over the 10 consecutive Trading Days commencing on, and including, the third Trading Day after the Ex-Date for such dividend or distribution; and

MP_0 = the average of the Closing Sale Prices of the Common Stock over the 10 consecutive Trading Days commencing on, and including, the third Trading Day after the Ex-Date for such dividend or distribution.

Such decrease shall become effective immediately after the Open of Business on the Ex-Date for such dividend or distribution. In the event that such dividend or distribution is declared or announced but not so paid or made, the Exercise Price shall again be adjusted to be the Exercise Price which would then be in effect if such distribution had not been declared or announced.

(d) For the purposes of Section 5.01(a), (b) and (c), any dividend or distribution to which Section 5.01(c) is applicable that also includes shares of Common Stock, or rights or warrants to subscribe for or purchase shares of Common Stock (or both), shall be deemed instead to be a dividend or distribution of the indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants (and any Exercise Price adjustment required by Section 5.01(c) with respect to such dividend or distribution shall be made in respect of such dividend or distribution (without regard to the parenthetical in Section 5.01(c) that begins with the word “excluding”)) immediately followed by a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Exercise Price adjustment required by Section 5.01 with respect to such dividend or distribution shall then be made), except, for purposes of such adjustment, any shares of Common Stock included in such dividend or distribution shall not be deemed “outstanding immediately prior to the Open of Business on the Ex-Date.”

(e) Notwithstanding this Section 5.01 or any other provision of this Warrant Agreement or the Warrants, if an Exercise Price adjustment becomes effective on any Ex-Date and a Warrantholder that has exercised its Warrants on or after such Ex-Date and on or prior to the related Record Date would be treated as the record holder of the shares of Common Stock as of the related Exercise Date as described under Section 3.04(b) based on an adjusted Exercise Price for

such Ex-Date, then, notwithstanding the Exercise Price adjustment provisions in this Section 5.01, the Exercise Price adjustment relating to such Ex-Date shall not be made for such exercising Warrantholder. Instead, such Warrantholder shall be treated as if such Warrantholder were the record owner of the shares of Common Stock on an unadjusted basis and participate in the related dividend, distribution or other event giving rise to such adjustment.

Section 5.02. *Adjustments to Number of Warrants*. Concurrently with any adjustment to the Exercise Price under Section 5.01, the Number of Warrants for each Warrant Certificate will be adjusted such that the Number of Warrants for each such Warrant Certificate in effect immediately following the effectiveness of such adjustment will be equal to the Number of Warrants for each such Warrant Certificate in effect immediately prior to such adjustment, *multiplied by* a fraction, (a) the numerator of which is the Exercise Price in effect immediately prior to such adjustment and (b) the denominator of which is the Exercise Price in effect immediately following such adjustment.

Section 5.03. *Certain Distributions of Rights and Warrants; Shareholder Rights Plan*. (a) Rights or warrants distributed by the Company to all holders of Common Stock (including under any shareholder rights plan in existence on October 16, 2009 or thereafter put into effect) entitling the holders thereof to subscribe for or purchase shares of the Company's Capital Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events (a "**Trigger Event**"):

(i) are deemed to be transferred with such shares of Common Stock;

(ii) are not exercisable; and

(iii) are also issued in respect of future issuances of Common Stock,

shall be deemed not to have been distributed for purposes of Article 5 (and no adjustment to the Exercise Price or the Number of Warrants under this Article 5 will be made) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exercise Price and the Number of Warrants for each Warrant Certificate shall be made under this Article 5 (subject in all respects to Section 5.03(d)).

(b) If any such right or warrant is subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Record Date with respect to new rights or warrants with such rights (subject in all respects to Section 5.03(d)).

(c) In addition, except as set forth in Section 5.03(d), in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in Section 5.03(b)) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exercise Price and the Number of Warrants for each Warrant Certificate under Article 5 was made (including any adjustment contemplated in Section 5.03(d)):

(i) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by the holders thereof, the Exercise Price and the Number of Warrants for each Warrant Certificate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a Cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase; and

(ii) in the case of such rights or warrants that shall have expired or been terminated without exercise by the holders thereof, the Exercise Price and the Number of Warrants for each Warrant Certificate shall be readjusted as if such rights and warrants had not been issued.

(d) If a Company shareholders rights plan under which any rights are issued provides that each share of Common Stock issued upon exercise of Warrants at any time prior to the distribution of separate certificates representing such rights shall be entitled to receive such rights, prior to the separation of such rights from the Common Stock, the Exercise Price and the Number of Warrants for each Warrant Certificate shall not be adjusted pursuant to Section 5.01. If, however, prior to any exercise of a Warrant, such rights have separated from the Common Stock, the Exercise Price and the Number of Warrants for each Warrant Certificate shall be adjusted at the time of separation as if the Company dividended or distributed to all holders of Common Stock, the Company's Capital Stock, evidences of the Company's indebtedness, certain rights or warrants to purchase the Company's securities or other of the Company's assets as described in Section 5.01(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

Section 5.04. *No Impairment*. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in taking of all such action as may be necessary or appropriate in order to protect the rights of the Warrantholder.

Section 5.05. *Other Adjustments*. The Board of Directors shall make appropriate adjustments to the amount of Cash or number of shares of Common Stock, as the case may be, due upon exercise of the Warrant, as may be necessary or appropriate to effectuate the intent of this Article 5 and to avoid unjust or inequitable results as determined in its good faith judgment, to account for any adjustment to the Exercise Price and the Number of Warrants for the relevant Warrant Certificate that becomes effective, or any event requiring an adjustment to the Exercise Price and the Number of Warrants for the relevant Warrant Certificate where the Record Date or effective date (in the case of a subdivision or combination of the Common Stock) of the event occurs, during the period beginning on, and including, the Exercise Date and ending on, and including, the related Settlement Date.

Section 5.06. *Discretionary Adjustments*. The Company may from time to time, to the extent permitted by law and subject to applicable rules of the New York Stock Exchange, decrease the Exercise Price and/or increase the Number of Warrants for each Warrant Certificate by any amount for any period of at least 20 days. In that case, the Company shall give the Warrantholders

at least 15 days' prior notice of such increase or decrease, and such notice shall state the decreased Exercise Price and/or increased Number of Warrants for each Warrant Certificate and the period during which the decrease and/or increase will be in effect. The Company may make such decreases in the Exercise Price and/or increases in the Number of Warrants for each Warrant Certificate, in addition to those set forth in this Article 5, as the Company's Board of Directors deems advisable, including to avoid or diminish any income tax to holders of the Common Stock resulting from any dividend or distribution of stock (or rights to acquire stock) or from any event treated as such for income tax purposes.

Section 5.07. *Restrictions on Adjustments*. (a) Except in accordance with Section 5.01, the Exercise Price and the Number of Warrants for any Warrant Certificate will not be adjusted for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or carrying the right to purchase any of the foregoing.

(b) Neither the Exercise Price nor the Number of Warrants for any Warrant Certificate will be adjusted:

(i) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in shares of Common Stock under any plan; or

(ii) for a change in the par value of the Common Stock.

(c) In no event will the Company adjust the Exercise Price or make a corresponding adjustment to the Number of Warrants for any Warrant Certificate to the extent that the adjustment would reduce the Exercise Price below the par value per share of Common Stock.

(d) No adjustment shall be made to the Exercise Price or the Number of Warrants for any Warrant Certificate for any of the transactions described in Section 5.01 if the Company makes provisions for Warrantholders to participate in any such transaction without exercising their Warrants on the same basis as holders of Common Stock and with notice that the Board of Directors determines in good faith to be fair and appropriate.

(e) No adjustment shall be made to the Exercise Price, nor will any corresponding adjustment be made to the Number of Warrants for any Warrant Certificate, unless the adjustment would result in a change of at least 1% of the Exercise Price; *provided* that any adjustments that are less than 1% of the Exercise Price shall be carried forward and such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% of the Exercise Price, shall be made (i) annually, on each anniversary of the Closing Date, (ii) immediately prior to the time of any exercise, and (iii) five Business Days prior to the Expiration Date, unless, in each case, such adjustment has already been made.

(f) If the Company takes a record of the holders of Common Stock for the purpose of entitling them to receive a dividend or other distribution, and thereafter (and before the dividend or distribution has been paid or delivered to stockholders) legally abandons its plan to pay or deliver such dividend or distribution, then thereafter no adjustment to the Exercise Price or the Number of Warrants for any Warrant Certificate then in effect shall be required by reason of the taking of such record.

Section 5.08. *Deferral of Adjustments*. In any case in which Section 5.01 provides that an adjustment shall become effective immediately after (a) the Open of Business on the Ex-Date for an event or (b) the effective date (in the case of a subdivision or combination of the Common Stock) (each a "**Determination Date**"), the Company may elect to defer, until the later of the date the adjustment to the Exercise Price and Number of Warrants for each Warrant Certificate can be definitively determined and the occurrence of the applicable Adjustment Event (as hereinafter defined), (i) issuing to the Warrantholder of any Warrant exercised after such Determination Date and before the occurrence of such Adjustment Event, the additional shares of Common Stock or other securities or assets issuable upon such exercise by reason of the adjustment required by such Adjustment Event over and above the Common Stock issuable upon such exercise before giving effect to such adjustment and (ii) paying to such Warrantholder any amount in Cash in lieu of any fractional share of Common Stock or fractional Warrant pursuant to Section 3.05. For the purposes of this Section 5.08, the term "Adjustment Event" shall mean in any case referred to in clause (a) or clause (b) hereof, the occurrence of such event.

Section 5.09. *Recapitalizations, Reclassifications and Other Changes*. (a) If any of the following events occur:

(i) any recapitalization;

(ii) any reclassification or change of the outstanding shares of Common Stock (other than changes resulting from a subdivision or combination to which Section 5.01(a) applies);

(iii) any consolidation, merger or combination involving the Company;

(iv) any sale or conveyance to a third party of all or substantially all of the Company's assets; or

(v) any statutory share exchange,

(each such event a "**Reorganization Event**"), in each case as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof) (the "**Reference Property**"), then, subject to Section 5.09(e), following the effective time of the transaction, the right to receive shares of Common Stock upon exercise of a Warrant shall be changed to a right to receive, upon exercise of such Warrant, the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock would have owned or been entitled to receive in connection with such Reorganization Event (such kind and amount of Reference Property per share of Common Stock, a "**Unit of Reference Property**"). In the event holders of Common Stock have the opportunity to elect the form of consideration to be received in a Reorganization Event, other than with respect to a Change of Control Event, the type and amount of consideration into which the Warrants shall be exercisable from and after the effective time of such Reorganization Event shall be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock in such Reorganization Event.

(b) At any time from, and including, the effective time of a Reorganization Event:

(i) the Net Share Amount per Warrant shall be a number of Units of Reference Property calculated as set forth in Section 3.03, except that the Net Share Settlement Price used to determine such Net Share Amount on any Trading Day shall be the Unit Value for such Trading Day;

(ii) the Company shall pay Cash in lieu of delivering any fraction of a Unit of Reference Property or any fractional Warrant in accordance with Section 3.05 based on the Unit Value as of the Exercise Date; and

(iii) the Closing Sale Price and the Current Market Price shall be calculated with respect to a Unit of Reference Property.

(c) The value of a Unit of Reference Property (the "**Unit Value**") shall be determined as follows:

(i) any shares of common stock of the successor or purchasing corporation or any other corporation that are traded on a national or regional stock exchange included in such Unit of Reference Property shall be valued as if such shares were "Common Stock" using procedures set forth in the definition of "Closing Sale Price" in Section 1.01;

(ii) any other property (other than Cash) included in such Unit of Reference Property shall be valued in good faith by the Board of Directors (in a manner not materially inconsistent with the manner the Board of Directors valued such property for purposes of the Reorganization Event, if applicable) or by a New York Stock Exchange member firm selected by the Board of Directors; and

(iii) any Cash included in such Unit of Reference Property shall be valued at the amount thereof.

(d) On or prior to the effective time of any Reorganization Event, the Company or the successor or purchasing Person, as the case may be, shall execute an amendment to this Warrant Agreement providing that the Warrants shall be exercisable for Units of Reference Property in accordance with the terms of this Section 5.09. If the Reference Property in connection with any Reorganization Event includes shares of stock or other securities and assets of a Person other than the successor or purchasing Person, as the case may be, in such Reorganization Event, then the Company shall cause such amendment to this Warrant Agreement to be executed by such other Person and such amendment shall contain such additional provisions to protect the interests of the Warrantholders as the Board of Directors shall reasonably consider necessary by reason of the foregoing. Any such amendment to this Warrant Agreement shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 5. In the event the Company shall execute an amendment to this Warrant Agreement pursuant to this Section 5.09, the Company shall promptly file with the Warrant Agent an Officers' Certificate briefly stating the reasons therefor, the kind or amount of cash, securities or property or asset that will comprise a Unit of Reference Property after the relevant Reorganization Event, any adjustment to be made with respect thereto and that all conditions precedent have been complied with. The Company shall cause notice of the execution of amendment to be mailed to each Warrantholder, at its address appearing on the Warrant Register, within 20 Business Days after

execution thereof. Failure to deliver such notice shall not affect the legality or validity of such amendment.

(e) Change of Control Event:

(i) No less than 15 Business Days prior to the scheduled closing of a Change of Control Event, the Company shall:

(A) calculate the Change of Control Estimated Payment Amount;

(B) deliver to the Warrant Agent a notice of redemption (a "**Redemption Notice**"), which shall be binding on the Company and on all Warrantholders, stating that all Warrants (other than Carryover Warrants, if any) that have not been exercised prior to the Cut-Off Time shall be redeemed on the Change of Control Payment Date at a price equal to the Change of Control Payment Amount (the "**Redemption**");

(C) cause a notice of the Redemption to be sent at least once to the Dow Jones News Service or similar business news service in the United States; and

(D) cause the Warrant Agent to send by first-class mail, postage prepaid to each Warrantholder, at the address appearing in the warrant register, a notice stating:

(1) that the Redemption is being made pursuant to this Section 5.09(e) and that all Warrants (other than Carryover Warrants, if any) that have not been exercised prior to the Cut-Off Time will be redeemed on the Change of Control Payment Date for payment of the Change of Control Payment Amount;

(2) a reasonably detailed explanation of the Change of Control Estimated Payment Amount, including (x) a statement of the amount of the Change of Control Estimated Payment Amount, together with a reasonably detailed explanation of the calculation of such amount, and (y) the formula for calculating the Black Scholes Warrant Value and the Change of Control Payment Amount;

(3) the date of the Redemption (which shall be a Business Day no later than five (5) Business Days following the Change of Control Date (the "Change of Control Payment Date"));

(4) the Net Share Amount for each Warrant as of a date not more than five (5) Business Days prior to the date of the Redemption Notice;

(5) that no outstanding Warrant may be exercised after the Close of Business on the day prior to the Change of Control Date (the "**Cut-Off Time**");

(6) if applicable, that New Warrants will be issued to the Warrantholders on the Change of Control Payment Date in accordance with the terms of this Warrant Agreement and the Warrants (as the same may have been amended in connection with such Change of Control Event pursuant to Section 5.09);

(7) any other reasonable procedures that a Warrantholder must follow (to the extent consistent with the terms and conditions set forth herein) in connection with such Redemption; and

(8) the name and address of the Warrant Agent.

(ii) Within two (2) Business Days prior to the Change of Control Payment Date, the Company or the surviving Person (if other than the Company) shall (A) deliver to the Warrant Agent the calculation of the Change of Control Payment Amount and (B) deposit with the Warrant Agent money sufficient to pay the Change of Control Payment Amount for all outstanding Warrants (other than the Carryover Warrants, if any).

(iii) On the Change of Control Payment Date, (A) the Company or the surviving Person (if other than the Company) shall redeem all outstanding Warrants (other than Carryover Warrants, if any) pursuant to the Redemption, (B) the Warrant Agent shall mail to each holder of Warrants so redeemed payment in Cash in an amount equal to the aggregate Change of Control Payment Amount in respect of such redeemed Warrants, and (C) the Company or the surviving Person (if other than the Company) shall execute and issue to the Warrantholders, and the Warrant Agent shall authenticate, new Warrants (the "**New Warrants**") representing the Carryover Warrants (if any); *provided* that each such New Warrant shall be issued in denominations of one Warrant and integral multiples thereof and the terms thereof shall, subject to Section 5.09(e)(v), be substantially consistent with the terms of this Warrant Agreement and the Warrants (and all references herein to Warrants shall thereafter be deemed to be references to such New Warrants).

(iv) No Warrant (which for the avoidance of doubt does not include New Warrants) may be exercised after the Cut-Off Time.

(v) Following the Change of Control Payment Date, any holder of New Warrants shall have the right to exercise such New Warrant and to receive, upon such exercise, the Reference Property in accordance with Section 5.09(a), subject to Section 5.09(b) and Section 5.09(c) and the remaining terms of this Warrant Agreement and the Warrants (as the same may have been amended in connection with such Change of Control Event pursuant to Section 5.09); *provided*, that, for purposes of this Section 5.09(e)(v), (A) each Unit of Reference Property shall initially only consist of the Registered

and Listed Shares included in such Unit of Reference Property and (B) the initial exercise price for each New Warrant shall be equal to the New Warrant Exercise Price.

(vi) The provisions of this Section 5.09(e) are subject, in all cases, to any applicable requirements under the Securities Act and the Exchange Act and the respective rules and regulations promulgated thereunder. Where there is any inconsistency between the requirements of the Securities Act or the Exchange Act or the rules and regulations promulgated thereunder and the requirements of this Section 5.09(e), the requirements of the Securities Act and the Exchange Act and the respective rules and regulations promulgated thereunder, shall supersede.

(f) The Company hereby agrees not to become a party to any Reorganization Event or Change of Control Event unless its terms are consistent in all material respects with this Section 5.09.

(g) The above provisions of this Section 5.09 shall similarly apply to successive Reorganization Events and Change of Control Events.

(h) If this Section 5.09 applies to any event or occurrence, no other provision of this Article 5 with respect to anti-dilution adjustments (which for the avoidance of doubt, does not include the covenant set forth in Section 5.10) shall apply to such event or occurrence.

Section 5.10. *Consolidation, Merger and Sale of Assets*. (a) The Company may, without the consent of the Warrantholders, consolidate with, merge into or sell, lease or otherwise transfer in one transaction or a series of related transactions the consolidated assets of the Company and its subsidiaries substantially as an entirety to any corporation, limited liability company, partnership or trust organized under the laws of the United States or any of its political subdivisions so long as:

(i) the successor assumes all the Company's obligations under this Warrant Agreement and the Warrants; and

(ii) the Company provides written notice of such assumption to the Warrant Agent.

(b) In case of any such consolidation, merger, sale, lease or other transfer and upon any such assumption by the successor corporation, limited liability company, partnership or trust, such successor entity shall succeed to and be substituted for the Company with the same effect as if it had been named herein as the Company. Such successor entity thereupon may cause to be signed, and may issue any or all of the Warrants issuable pursuant to this Warrant Agreement which theretofore shall not have been signed by the Company; and, upon the order of such successor entity, instead of the Company, and subject to all the terms, conditions and limitations in this Warrant Agreement prescribed, the Warrant Agent shall authenticate and deliver, as applicable, any Warrants that previously shall have been signed and delivered by the officers of the Company to the Warrant Agent for authentication, and any Warrants which such successor entity thereafter shall cause to be signed and delivered to the Warrant Agent for such purpose.

Section 5.11. *Common Stock Outstanding*. For the purposes of this Article 5, the number of shares of Common Stock at any time outstanding shall not include shares held, directly or

indirectly, by the Company, but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Section 5.12. *Covenant to Reserve Shares for Issuance on Exercise*. (a) The Board of Directors has authorized and reserved for issuance such maximum number of shares of Common Stock underlying all outstanding Warrants for shares of Common Stock. The Company covenants that all shares of Common Stock that shall be so issuable shall be duly and validly issued, fully paid and non-assessable.

(b) The Company agrees to authorize and direct its current and future transfer agents for the Common Stock to reserve for issuance the number of shares of Common Stock specified in this Section 5.12. The Company shall instruct the transfer agent to deliver to the Warrant Agent, upon written request from the Warrant Agent substantially in the form of Exhibit C (or as separately agreed between the Warrant Agent and the transfer agent), stock certificates (or beneficial interests therein) required to honor outstanding Warrants upon exercise thereof in accordance with the terms of this Warrant Agreement. The Company shall pay to the Warrant Agent, as agent for the Warrantholders, any Cash that may be payable as provided in this Article 5. Promptly after the date of expiration of Warrants, the Warrant Agent shall certify to the Company the aggregate Number of Warrants then outstanding, and thereafter no shares shall be required to be reserved in respect of such Warrants.

(c) The Company shall use its reasonable best efforts to apply and cause to have listed on a national securities exchange the Warrants and, subject to notice of issuance (if any), the shares of Common Stock issued and/or issuable upon exercise of the Warrants as soon as reasonably practicable following the date hereof. Upon any such listing of the Warrants and, subject to notice of issuance (if any), the shares of Common Stock issued and/or issuable upon exercise of the Warrants, for so long as the Common Stock is registered under Section 12(b) of the Exchange Act and listed on a national securities exchange, the Company shall use its reasonable best efforts to cause the Warrants and, subject to notice of issuance (if any), the shares of Common Stock issued and/or issuable upon exercise of the Warrants, to be listed on such exchange.

Section 5.13. *Calculations Final*. The Company shall be responsible for making all calculations called for under this Warrant Agreement. These calculations include, but are not limited to, the Exercise Date, the Current Market Price, the Closing Sale Price, the Net Share Settlement Price, the Exercise Price, the Number of Warrants for each Warrant Certificate and the number of shares of Common Stock or Units of Reference Property, if any, to be issued upon exercise of any Warrants. The Company shall make the foregoing calculations in good faith and, absent manifest error, the Company's calculations shall be final and binding on Warrantholders. The Company shall provide a schedule of the Company's calculations to the Warrant Agent, and the Warrant Agent is entitled to rely upon the accuracy of the Company's calculations without independent verification.

Section 5.14. *Notice of Adjustments*. Whenever the Exercise Price or the Number of Warrants for each Warrant Certificate is adjusted, the Company shall promptly mail to Warrantholders a notice of the adjustment. The Company shall file with the Warrant Agent such notice and an Officers' Certificate briefly stating the facts requiring the adjustment and the manner of computing it. The certificate shall be conclusive evidence that the adjustment is correct, and the Warrant Agent shall not be deemed to have any knowledge of any adjustments unless and until it has received such certificate. The Warrant Agent shall not be under any duty or responsibility with

respect to any such certificate except to exhibit the same to any Warrantholder desiring inspection thereof.

Section 5.15. *Warrant Agent Not Responsible for Adjustments or Validity*. The Warrant Agent shall at no time be under any duty or responsibility to any Warrantholder to determine whether any facts exist that may require an adjustment of the Exercise Price and the Number of Warrants for each Warrant Certificate, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed, herein or in any supplemental agreement provided to be employed, in making the same. The Warrant Agent shall have no duty to verify or confirm any calculation called for hereunder. The Warrant Agent shall have no liability for any failure or delay in performing its duties hereunder caused by any failure or delay of the Company in providing such calculations to the Warrant Agent. The Warrant Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock or of any securities or property which may at any time be issued or delivered upon the exercise of any Warrant or upon any adjustment pursuant to this Article 5, and it makes no representation with respect thereto. The Warrant Agent shall not be responsible for any failure of the Company to make any Cash payment or to issue, transfer or deliver any shares of Common Stock or stock certificates or other securities or property or scrip upon the surrender of any Warrant for the purpose of exercise or upon any adjustment pursuant to this Article 5, or to comply with any of the covenants of the Company contained in this Article 5.

Section 5.16. *Statements on Warrants*. The form of Warrant Certificate need not be changed because of any adjustment made pursuant to this Article 5, and Warrant Certificates issued after such adjustment may state the same information (other than the adjusted Exercise Price and the adjusted Number of Warrants for such Warrant Certificates) as are stated in the Warrant Certificates initially issued pursuant to this Warrant Agreement. However, the Company may at any time in its sole discretion (which shall be conclusive) make any change in the form of Warrant Certificate that it may deem appropriate and that does not materially adversely affect the interest of the Warrantholders; and any Warrant Certificates thereafter issued or countersigned, whether in exchange or substitution for an outstanding Warrant Certificate or otherwise, may be in the form as so changed.

ARTICLE 6
Other Provisions Relating to Rights of Warrantholders

Section 6.01. *No Rights as Stockholders*. Warrantholders shall not be entitled, by virtue of holding Warrants, to vote, to consent, to receive dividends, to receive notice as stockholders with respect to any meeting of stockholders for the election of the Company's directors or any other matter, or to exercise any rights whatsoever as the Company's stockholders unless, until and only to the extent such holders become holders of record of shares of Common Stock issued upon settlement of the Warrants.

Section 6.02. *Mutilated or Missing Warrant Certificates*. If any Warrant at any time is mutilated, defaced, lost, destroyed or stolen, then on the terms set forth in this Warrant Agreement, such Warrant may be replaced at the cost of the applicant (including legal fees of the Company) at the office of the Warrant Agent. The applicant for a new Warrant shall, in the case of any mutilated or defaced Warrant, surrender such Warrant to the Warrant Agent and, in the case of any lost, destroyed or stolen Warrant, furnish evidence satisfactory to the Company of such loss, destruction or theft, and, in each case, furnish evidence satisfactory to the Company of the ownership and

authenticity of the Warrant together with such indemnity as the Company may require. Any such new Warrant Certificate shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant Certificate shall be at any time enforceable by anyone. An applicant for such a substitute Warrant Certificate shall also comply with such other reasonable regulations and pay such other reasonable charges as the Company or the Warrant Agent may prescribe. All Warrant Certificates shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the substitution for lost, stolen, mutilated or destroyed Warrant Certificates, and shall preclude any and all other rights or remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the substitution for and replacement of negotiable instruments or other securities without their surrender.

Section 6.03. *Modification and Waiver*. (a) This Warrant Agreement may be modified or amended by the Company and the Warrant Agent, without the consent of the holder of any Warrant, for the purposes of curing any ambiguity or correcting or supplementing any defective provision contained in this Warrant Agreement; *provided* that such modification or amendment does not adversely affect the interests of the Warrantholders in any respect.

(b) Modifications and amendments to this Warrant Agreement or to the terms and conditions of Warrants may also be made by the Company and the Warrant Agent, and noncompliance with any provision of the Warrant Agreement or Warrants may be waived, with the written consent of the Warrantholders of Warrants representing a majority of the aggregate Number of Warrants at the time outstanding.

(c) However, no such modification, amendment or waiver may, without the written consent or the affirmative vote of each Warrantholder affected:

(i) change the Expiration Date;

(ii) increase the Exercise Price or decrease the Number of Warrants (except as explicitly set forth in Article 5);

(iii) impair the right to institute suit for the enforcement of any payment or delivery with respect to the exercise and settlement of any Warrant;

(iv) impair or adversely affect the exercise rights of Warrantholders, including any change to the calculation or payment of the Net Share Amount;

(v) deprive any Warrantholder of any economic rights, privileges or benefits that arise under or are provided pursuant to this Warrant Agreement and/or the Warrants;

(vi) reduce the percentage of Warrants outstanding necessary to modify or amend this Warrant Agreement or to waive any past default; or

(vii) reduce the percentage in Warrants outstanding required for any other waiver under this Warrant Agreement.

ARTICLE 7

Section 7.01. *Payment of Certain Taxes*. (a) The Company shall pay any and all documentary, stamp or similar issue or transfer taxes that may be payable upon the initial issuance of the Warrants hereunder.

(b) The Company shall pay any and all documentary, stamp or similar issue or transfer taxes that may be payable upon the issuance of Common Stock upon the exercise of Warrants hereunder and the issuance of stock certificates in respect thereof in the respective names of, or in such names as may be directed by, the exercising Warrantholders; *provided, however*, that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such stock certificate, any Warrant Certificates or other securities in a name other than that of the registered holder of the Warrant Certificate surrendered upon exercise of the Warrant, and the Company shall not be required to issue or deliver such certificates or other securities unless and until the Person or Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

Section 7.02. *Change of Warrant Agent*. (a) The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving 60 days' notice in writing to the Company, except that such shorter notice may be given as the Company shall, in writing, accept as sufficient. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor warrant agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of 60 days after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated warrant agent or by any holder of Warrants (who shall, with such notice, submit his Warrant Certificate for inspection by the Company), then the holder of any Warrants may apply to any court of competent jurisdiction for the appointment of a successor warrant agent.

(b) The Warrant Agent may be removed by the Company at any time upon 30 days' written notice to the Warrant Agent; *provided*, *however*, that the Company shall not remove the Warrant Agent until a successor warrant agent meeting the qualifications hereof shall have been appointed.

(c) Any successor warrant agent, whether appointed by the Company or by such a court, shall be a corporation or banking association organized, in good standing and doing business under the laws of the United States of America or any state thereof or the District of Columbia, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or state authority and having a combined capital and surplus of not less than $50,000,000. The combined capital and surplus of any such successor warrant agent shall be deemed to be the combined capital and surplus as set forth in the most recent report of its condition published prior to its appointment; *provided* that such reports are published at least annually pursuant to law or to the requirements of a Federal or state supervising or examining authority. After appointment, any successor warrant agent shall be vested with all the authority, powers, rights, immunities, duties and obligations of its predecessor warrant agent with like effect as if originally named as warrant agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor warrant agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor warrant agent

all the authority, powers and rights of such predecessor warrant agent hereunder; and upon request of any successor warrant agent, the Company shall make, execute, acknowledge and deliver any and all instruments in writing to more fully and effectually vest in and conform to such successor warrant agent all such authority, powers, rights, immunities, duties and obligations. Upon assumption by a successor warrant agent of the duties and responsibilities hereunder, the predecessor warrant agent shall deliver and transfer, at the expense of the Company, to the successor warrant agent any property at the time held by it hereunder. As soon as practicable after such appointment, the Company shall give notice thereof to the predecessor warrant agent, the Warrantholders and each transfer agent for the shares of its Common Stock. Failure to give such notice, or any defect therein, shall not affect the validity of the appointment of the successor warrant agent.

(d) Any entity into which the Warrant Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Warrant Agent shall be a party, shall be the successor Warrant Agent under this Warrant Agreement without any further act. In case at the time such successor to the Warrant Agent shall succeed to the agency created by this Warrant Agreement, any of the Warrant Certificates shall have been countersigned but not delivered, any such successor to the Warrant Agent may adopt the countersignature of the original Warrant Agent and deliver such Warrant Certificates so countersigned, and in case at that time any of the Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases Warrant Certificates shall have the full force provided in the Warrant Certificates and in this Warrant Agreement.

(e) In case at any time the name of the Warrant Agent shall be changed and at such time any of the Warrant Certificates shall have been countersigned but not delivered, the Warrant Agent may adopt the countersignatures under its prior name and deliver such Warrant Certificates so countersigned; and in case at that time any of the Warrant Certificates shall not have been countersigned, the Warrant Agent may countersign such Warrant Certificates either in its prior name or in its changed name; and in all such cases such Warrant Certificates shall have the full force provided in the Warrant Certificates and in this Warrant Agreement.

Section 7.03. *Compensation; Further Assurances*. The Company agrees that it will (a) pay the Warrant Agent reasonable compensation for its services as Warrant Agent hereunder and, except as otherwise expressly provided, will pay or reimburse the Warrant Agent upon demand for all reasonable expenses, disbursements and advances incurred or made by the Warrant Agent in accordance with any of the provisions of this Warrant Agreement (including the reasonable compensation, expenses and disbursements of its agents and counsel) except any such expense, disbursement or advance as may arise from its or any of their negligence or bad faith, and (b) perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Warrant Agreement.

Section 7.04. *Reliance on Counsel*. The Warrant Agent may consult with legal counsel (who may be legal counsel for the Company), and the written opinion of such counsel or any advice of legal counsel subsequently confirmed by a written opinion of such counsel shall be full

and complete authorization and protection to the Warrant Agent as to any action taken or omitted by it in good faith and in accordance with such written opinion or advice.

Section 7.05. *Proof of Actions Taken*. Whenever in the performance of its duties under this Warrant Agreement the Warrant Agent shall deem it necessary or desirable that any matter be proved or established by the Company prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Warrant Agent, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Warrant Agent; and such Officers' Certificate shall, in the absence of bad faith on the part of the Warrant Agent, be full warrant to the Warrant Agent for any action taken, suffered or omitted in good faith by it under the provisions of this Warrant Agreement in reliance upon such certificate; but in its discretion the Warrant Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

Section 7.06. *Correctness of Statements*. The Warrant Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Warrant Agreement or in the Warrant Certificates (except its countersignature thereof) or be required to verify the same, and all such statements and recitals are and shall be deemed to have been made by the Company only.

Section 7.07. *Validity of Agreement*. The Warrant Agent shall not be under any responsibility in respect of the validity of this Warrant Agreement or the execution and delivery hereof or in respect of the validity or execution of any Warrant Certificates (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Warrant Agreement or in any Warrant Certificate; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any shares of Common Stock to be issued pursuant to this Warrant Agreement or any Warrants or as to whether any shares of Common Stock will, when issued, be validly issued and fully paid and nonassessable.

Section 7.08. *Use of Agents*. The Warrant Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents and the Warrant Agent shall not be responsible for the misconduct or negligence of any agent or attorney, provided due care had been exercised in the appointment and continued employment thereof.

Section 7.09. *Liability of Warrant Agent*. The Warrant Agent shall incur no liability or responsibility to the Company or to any holder of Warrants for any action taken in reliance on any notice, resolution, waiver, consent, order, certificate, or other paper, document or instrument believed by it to be genuine and to have been signed, sent or presented by the proper party or parties. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all losses, expenses and liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted in good faith by the Warrant Agent in the execution of this Warrant Agreement or otherwise arising in connection with this Warrant Agreement, except as a result of the Warrant Agent's negligence or willful misconduct or bad faith.

Section 7.10. *Legal Proceedings*. The Warrant Agent shall be under no obligation to institute any action, suit or legal proceeding or to take any other action likely to involve expense unless the Company or one or more Warrantholders shall furnish the Warrant Agent with

reasonable security and indemnity for any costs and expenses which may be incurred, but this provision shall not affect the power of the Warrant Agent to take such action as the Warrant Agent may consider proper, whether with or without any such security or indemnity.

Section 7.11. *Other Transactions in Securities of the Company*. The Warrant Agent in its individual or any other capacity may become the owner of Warrants or other securities of the Company, or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Warrant Agent under this Warrant Agreement. Nothing herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other legal entity.

Section 7.12. *Actions as Agent*. The Warrant Agent shall act hereunder solely as agent and not in a ministerial or fiduciary capacity, and its duties shall be determined solely by the provisions hereof. The duties and obligations of the Warrant Agent shall be determined solely by the express provisions of the Warrant Agreement, and the Warrant Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Warrant Agreement. No implied covenants or obligations shall be read into the Warrant Agreement against the Warrant Agent. No provision of the Warrant Agreement shall require the Warrant Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Warrant Agent shall not be liable for anything that it may do or refrain from doing in good faith in connection with this Warrant Agreement except for its own negligence or willful misconduct or bad faith.

Section 7.13. *Appointment and Acceptance of Agency*. The Company hereby appoints the Warrant Agent to act as agent for the Company in accordance with the instructions set forth in this Warrant Agreement, and the Warrant Agent hereby accepts the agency established by this Warrant Agreement and agrees to perform the same upon the terms and conditions herein set forth.

Section 7.14. *Successors and Assigns*. All the covenants and provisions of this Warrant Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

Section 7.15. *Notices*. Any notice or demand authorized by this Warrant Agreement to be given or made by the Warrant Agent or by any Warrantholder to or on the Company shall be sufficiently given or made if sent by mail first-class, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

General Motors Company
Attention: James A. Davlin, Vice President, Finance &Treasurer
300 Renaissance Center
Detroit, Michigan 48265-3000
Telephone: (212) 418-3500

with a copy to:

General Motors Company
Attention: Robert C. Shrosbree, Director Legal, Corporate & Securities

300 Renaissance Center
Detroit, Michigan 48265-3000
Telephone: (313) 665-8452
Facsimile: (313) 665-4960

Any notice or demand authorized by this Warrant Agreement to be given or made by any Warrantholder or by the Company to or on the Warrant Agent shall be sufficiently given or made if sent by mail first-class, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

U.S. Bank Corporate Trust Services
One Federal Street, 10th Floor
Attention: Karen R. Beard, Vice President
Re: General Motors Company Warrant Agreement
Boston, MA 02110
Fax: (617) 603-6667

Any notice of demand authorized by this Warrant Agreement to be given or made to any Warrantholder shall be sufficiently given or made if sent by first-class mail, postage prepaid to the last address of such Warrantholder as it shall appear on the Warrant Register. Any notice to the owners of a beneficial interest in a Global Warrant shall be distributed through the Depositary in accordance with the procedures of the Depositary, and such notice shall be deemed to be effective at the time of dispatch to the Depositary.

Section 7.16. *Applicable Law*. The validity, interpretation and performance of this Warrant Agreement and of the Warrant Certificates shall be governed by the law of the State of New York without giving effect to the principles of conflicts of laws thereof.

Section 7.17. *Benefit of this Warrant Agreement*. Nothing in this Warrant Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any Person or corporation other than the parties hereto and the Warrantholders any right, remedy or claim under or by reason of this Warrant Agreement or of any covenant, condition, stipulation, promise or agreement hereof, and all covenants, conditions, stipulations, promises and agreements in this Warrant Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the Warrantholders.

Section 7.18. *Registered Warrantholders*. Prior to due presentment for registration of transfer, the Company and the Warrant Agent may deem and treat the Person in whose name any Warrants are registered in the Warrant Register as the absolute owner thereof for all purposes whatever (notwithstanding any notation of ownership or other writing thereon made by anyone other than the Company or the Warrant Agent) and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary or be bound to recognize any equitable or other claim to or interest in any Warrants on the part of any other Person and shall not be liable for any registration of transfer of Warrants that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary unless made with actual knowledge that a fiduciary or nominee is committing a breach of trust in requesting such registration of transfer or with such knowledge of such facts that its participation therein amounts to bad faith.

Section 7.19. *Inspection of this Warrant Agreement*. A copy of this Warrant Agreement shall be available at all reasonable times for inspection by any registered Warrantholder at the

principal office of the Warrant Agent (or successor warrant agent). The Warrant Agent may require any such holder to submit his Warrant Certificate for inspection by it before allowing such holder to inspect a copy of this Warrant Agreement.

Section 7.20. *Headings*. The Article and Section headings herein are for convenience only and are not a part of this Warrant Agreement and shall not affect the interpretation thereof.

Section 7.21. *Counterparts*. This Warrant Agreement may be executed in any number of counterparts on separate counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Second Amended and Restated Warrant Agreement has been duly executed by the parties hereto as of the day and year first above written.

General Motors Company

By: /s/ Daniel Ammann

Name: Daniel Ammann

Title: Executive Vice President and Chief Financial Officer

U.S. Bank National Association, as Warrant Agent

By: /s/ Karen R. Beard

Name: Karen R. Beard

Title: Vice President

EXHIBIT A

FORM OF GLOBAL WARRANT LEGEND

UNLESS THIS GLOBAL WARRANT IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO GENERAL MOTORS COMPANY, A DELAWARE CORPORATION (THE "**ISSUER**"), THE CUSTODIAN 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 WARRANT SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO THE COMPANY, DTC, THEIR SUCCESSORS AND THEIR RESPECTIVE NOMINEES.

EXHIBIT B

FORM OF WARRANT CERTIFICATE

[FACE]

No._____ CUSIP No. _____

[UNLESS THIS GLOBAL WARRANT IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO GENERAL MOTORS COMPANY, A DELAWARE CORPORATION (THE "**ISSUER**"), THE CUSTODIAN 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 WARRANT SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO THE COMPANY, DTC, THEIR SUCCESSORS AND THEIR RESPECTIVE NOMINEES.] [1]

_____

[1]Insert for Global Warrant.

GENERAL MOTORS COMPANY

[Designation of Warrants]

NUMBER OF WARRANTS: Initially, 45,454,545 Warrants, subject to adjustment as described in the Second Amended and Restated Warrant Agreement dated as of August 12, 2013 between General Motors Company, a Delaware corporation, and U.S. Bank National Association, as Warrant Agent (as may be further amended or supplemented from time to time in accordance with its terms, the "**Warrant Agreement**"), each of which is exercisable for one share of Common Stock.

EXERCISE PRICE: Initially, $42.31 per Warrant, subject to adjustment as described in the Warrant Agreement.

FORM OF SETTLEMENT: Upon exercise of any Warrants represented hereby, the Warrantholder shall be entitled to receive, without any payment therefor, a number of shares of Common Stock equal to the Net Share Amount, together with Cash in lieu of any fractional shares or fractional Warrants, as described in the Warrant Agreement.

DATES OF EXERCISE: At any time, and from time to time, prior to 5:00 p.m., New York City time, on the Expiration Date, the Warrantholder shall be entitled to exercise all Warrants then represented hereby and outstanding (which may include fractional Warrants) or any portion thereof (which shall not include any fractional Warrants).

PROCEDURE FOR EXERCISE: Warrants may be exercised by (a) in the case of a Certificated Warrant, surrendering the Warrant Certificate evidencing such Warrant at the principal office of the Warrant Agent (or successor warrant agent), with the Exercise Notice set forth on the reverse of the Warrant Certificate duly completed and executed, together with any applicable transfer taxes, or (b) in the case of a Global Warrant, complying with the procedures established by the Depositary for the exercise of Warrants.

EXPIRATION DATE: December 31, 2015.

This Warrant Certificate certifies that [CEDE & CO.][2] [_____][3], or its registered assigns, is the Warrantholder of the Number of Warrants (the "**Warrants**") specified above[, as modified in Schedule A hereto,][4] (such number subject to adjustment from time to time as described in the Warrant Agreement).

In connection with the exercise of any Warrants, (a) the Company shall determine the Net Share Amount for each Warrant, and (b) the Company shall, or shall cause the Warrant Agent to, deliver to the exercising Warrantholder, on the applicable Settlement Date, for each Warrant exercised, a number of shares of Common Stock equal to the relevant Net Share Amount, together with Cash in lieu of any fractional shares or fractional Warrants as described in the Warrant Agreement.

Prior to the relevant Exercise Date as described more fully in the Warrant Agreement, Warrants will not entitle the Warrantholder to any of the rights of the holders of shares of Common Stock.

---

[2] Insert for Global Warrant.
[3] Insert for Certificated Warrant.
[4] Insert for Global Warrant.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as though fully set forth in this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

In the event of any inconsistency between the Warrant Agreement and this Warrant Certificate, the Warrant Agreement shall govern.

IN WITNESS WHEREOF, General Motors Company has caused this instrument to be duly executed.

Dated:_____

General Motors Company

By: _____

Name:

Title:

Attest

By: _____

Secretary

Certificate of Authentication

These are the Warrants referred to in the above-mentioned Warrant Agreement.

Countersigned as of the date above written:

U.S. Bank National Association, as Warrant Agent

By: _____
Authorized Officer

[FORM OF REVERSE OF WARRANT CERTIFICATE]

GENERAL MOTORS COMPANY

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants issued by the Company pursuant to the Second Amended and Restated Warrant Agreement, dated as of August 12, 2013 (as may be further amended or supplemented from time to time in accordance with its terms, the "**Warrant Agreement**"), between the Company and U.S. Bank National Association (the "**Warrant Agent**"), and are subject to the terms and provisions contained in the Warrant Agreement, to all of which terms and provisions each Warrantholder consents by acceptance of this Warrant Certificate or a beneficial interest herein. Without limiting the foregoing, all capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Warrant Agreement. A copy of the Warrant Agreement is on file at the Warrant Agent's Office.

The Warrant Agreement and the terms of the Warrants are subject to amendment as provided in the Warrant Agreement.

This Warrant Certificate shall be governed by, and interpreted in accordance with, the laws of the State of New York without regard to the conflicts of laws principles thereof.

[To be attached if Warrant is a Certificated Warrant]

Exercise Notice

U.S. Bank National Association
60 Livingston Avenue
Attention: Transfer Department
Re: General Motors Company Warrant Agreement
Mail Station EP-MN-WS2N
St. Paul, MN 66107

The undersigned (the "**Registered Warrantholder**") hereby irrevocably exercises_____ Warrants (the "**Exercised Warrants**") and delivers to you herewith a Warrant Certificate or Warrant Certificates, registered in the Registered Warrantholder's name, representing a Number of Warrants at least equal to the number of Exercised Warrants.

The Registered Warrantholder hereby directs the Warrant Agent to:

(a) deliver the Net Share Amount for each of the Exercised Warrants as follows:
_____ ; and

(b) if the number of Exercised Warrants is less than the Number of Warrants represented by the enclosed Warrant Certificates, to deliver a Warrant Certificate representing the unexercised Warrants to:
_____

Dated:

(Registered Warrantholder)

By:

Authorized Signature
Address:
Telephone:

[To Be Attached if Warrant is a Global Warrant]

SCHEDULE A

SCHEDULE OF INCREASES OR DECREASES IN WARRANTS

The initial Number of Warrants represented by this Global Warrant is 45,454,545. In accordance with the Second Amended and Restated Warrant Agreement, dated as of August 12, 2013, between the Company and U.S. Bank National Association, as Warrant Agent, the following increases or decreases in the Number of Warrants represented by this certificate have been made:

Date	Amount of increase in Number of Warrants evidenced by this Global Warrant	Amount of decrease in Number of Warrants evidenced by this Global Warrant	Number of Warrants evidenced by this Global Warrant following such decrease or increase	Signature of authorized signatory

[To Be Attached if Warrant is a Global Warrant or Certificated Warrant]

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the Warrant(s) represented by this Certificate to:

_____

Name, Address and Zip Code of Assignee

and irrevocably appoints _____

Name of Agent

as its agent to transfer this Warrant Certificate on the books of the Warrant Agent.

[Signature page follows]

Dated: _____

_____
Name of Transferee

By: _____
Name:
Title:

(Sign exactly as your name appears on the other side of this Certificate)

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 S.E.C. Rule 17Ad-15.

EXHIBIT C

FORM OF COMMON STOCK REQUISITION ORDER

[*Date*]
Via Facsimile [_]
General Motors Company
300 Renaissance Center
Detroit, MI 48265-3000
Re: DWAC Issuance

Control No.

Ladies and Gentlemen:

You are hereby authorized to issue and deliver the shares of Common Stock as indicated below via DWAC. The shares are being issued to cover the exercise of Warrants under the Second Amended and Restated Warrant Agreement, dated as of August 12, 2013, between the Company and U.S. Bank National Association, as Warrant Agent (as may be further amended or supplemented from time to time in accordance with its terms, the "**Warrant Agreement**"). Defined terms used but not defined herein have the meaning assigned to them in the Warrant Agreement.

Number of Shares:	
	Original Issue or
	Transfer from Treasury Account
Broker Name:	
Broker DTC Number:	
Contact and Phone:	

The Broker will initiate the DWAC transaction on (date).

Sincerely,

U.S. Bank National Association, as Warrant Agent

By: _____

Name:

Title:

cc: [*Insert name*] via facsimile [*insert fax number*]
Broker