# FORM S-4

## GENERAL MOTORS CORP - GM

**Filed: April 27, 2009 (period: )**

Registration of securities issued in business combination transactions

# Table of Contents

As filed with the Securities and Exchange Commission on April 27, 2009

Registration No. 333-

# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

# FORM S-4
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

# General Motors Corporation
(Exact name of registrant as specified in its charter)

| Delaware | 8071 | 38-0572515 |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | (Primary Standard Industrial Classification Code Number) | (I.R.S. Employer Identification No.) |

300 Renaissance Center
Detroit, Michigan 48265-3000
(313) 556-5000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Nicholas S. Cyprus
Chief Accounting Officer
General Motors Corporation
300 Renaissance Center
Detroit, Michigan 48265-3000
(313) 556-5000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copies to:*

Robert S. Osborne, Esq.
Robert C. Shrosbree, Esq.
General Motors Corporation
300 Renaissance Center
Detroit, MI 48265-3000
(313) 556-5000

David S. Lefkowitz, Esq.
Corey R. Chivers, Esq.
Todd R. Chandler, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
(212) 310-8000

Joseph P. Gromacki, Esq.
William L. Tolbert, Jr., Esq.
Jenner & Block LLP
330 N. Wabash Avenue
Chicago, IL 60611
(312) 222-9350

James J. Clark, Esq.

Noah B. Newitz, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
(212) 701-3000

**Approximate date of commencement of proposed sale of the securities to public:** April 27, 2009.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by checkmark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒
Non-accelerated filer ☐ (Do not check if a smaller reporting company)
Accelerated filer ☐
Smaller reporting company ☐

## CALCULATION OF REGISTRATION FEE

| Title of each class of securities to be registered | Amount to be registered | Proposed maximum aggregate offering price | Amount of registration fee |
|---|---|---|---|
| Common Stock, par value $0.01 per share (1) | 6,120,171,147 | $2,436,644,139.03 | $135,964.74 |
| 1.50% Series D Convertible Debentures (2) | $1,001,600,875 | $ 193,308,968.88 | $ 10,786.64 |

(1) The aggregate number of shares of common stock to be issued will depend in part on the exchange rates of Euro and pounds sterling to U.S. dollars in effect on the business day prior to the expiration date of the exchange offers. The amount of common stock to be registered is based on such exchange rates in effect on April 22, 2009. Registration fee calculated pursuant to Rule 457(f)(1) under the Securities Act. The proposed maximum aggregate offering price of the common stock is based upon the market value of the outstanding notes being solicited for exchange. The market value of the outstanding notes being solicited for exchange was calculated based upon the average of the weighted average closing bid and ask prices for such notes on April 22, 2009. On April 22, 2009, the weighted average closing bid price for the outstanding notes was $87.28 per $1,000 principal amount and the weighted average closing ask price for such notes was $91.88 per $1,000 principal amount, the average of which equals $89.58 per $1,000 principal amount.

(2) Represents an outstanding series of notes that is being registered as a result of the proposed forbearance, waiver and extension of rights in respect of such notes described herein, which may result in such notes being deemed new securities. The registration fee is calculated pursuant to Rule 457(f)(1) under the Securities Act. The proposed maximum aggregate offering price per principal amount of the securities is based upon the market value of the outstanding notes of such series being solicited for forbearance, waiver and extension. The market value of the outstanding notes of such series being solicited for forbearance, waiver and extension was calculated based upon the average of closing bid and ask prices for such notes on April 22, 2009. On April 22, 2009, the average closing bid price for the outstanding notes of such series was $190.00 per $1,000 principal amount and the average closing ask price for such notes was $196.00 per $1,000 principal amount, the average of which equals $193.00 per $1,000 principal amount.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this**

**Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

April 27, 2009

Dear GM Noteholder:

GM has developed a restructuring plan that we believe offers the best path for the future success of our company. As a key component of this plan, we are making an offer to you to exchange GM notes you own today for GM common stock.

**We are soliciting your support for our exchange offers, which will allow GM to restructure out of bankruptcy court.** The exchange offers are described in detail in the enclosed prospectus, which we encourage you to read fully.

***The Exchange Offers***

**We are offering to issue 225 shares of GM common stock** for each $1,000 principal amount of GM notes that you own and to pay to you in cash for all accrued but unpaid interest on your GM notes to the settlement date of the exchange offers.

We believe there are advantages to restructuring GM out of court through the exchange offers. We believe that the successful consummation of the exchange offers would, among other things:

- enable us to continue operating our business without the negative impact that a bankruptcy could have on our relationships with our customers, employees, suppliers, dealers and others;
- reduce the risk of a potentially precipitous decline in our revenues in a bankruptcy; and
- allow us to complete our restructuring in less time and with less risk than any bankruptcy alternatives.

**FOR THE EXCHANGE OFFERS TO BE SUCCESSFUL, WE NEED TO SATISFY SEVERAL CONDITIONS INCLUDING RECEIVING THE APPROVAL OF THE U.S. DEPARTMENT OF THE TREASURY, WHICH WE BELIEVE WILL REQUIRE, AMONG OTHER THINGS, TENDERS FROM APPROXIMATELY 90% OF THE OUTSTANDING GM NOTES ACROSS ALL SERIES.**

***Bankruptcy Relief***

In the event that we do not receive prior to June 1, 2009 enough tenders of existing GM notes to consummate the exchange offers, we currently expect to seek relief under the U.S. Bankruptcy Code. This relief may include (i) seeking bankruptcy court approval for the sale of most or substantially all of our assets pursuant to section 363(b) of the U.S. Bankruptcy Code to a new operating company, and a subsequent liquidation of the remaining assets in the bankruptcy case; (ii) pursuing a plan of reorganization (where votes for the plan are solicited from certain classes of creditors prior to a bankruptcy filing) that we would seek to confirm (or "cram down") despite the deemed rejection of the plan by noteholders; or (iii) seeking another form of bankruptcy relief, all of which involve uncertainties, potential delays and litigation risks. We are considering these alternatives in consultation with the U.S. Department of the Treasury, our largest lender.

**If we seek bankruptcy relief, you may receive consideration that is less than what is being offered in the exchange offers and it is possible that you may receive no consideration at all for your GM notes.**

***Deadline for Participating***

**THE DEADLINE FOR PARTICIPATING IN THE EXCHANGE OFFERS IS TUESDAY, MAY 26, 2009.** In order to allow sufficient time for processing, you must contact your broker, dealer, bank, trust company or other nominee significantly in advance of that date and request them to tender your GM notes in the exchange offers.

**You must make your own decision as to whether to participate in the exchange offers. Neither we, our subsidiaries nor our or their respective boards of directors has made, nor will they make, any recommendation as to whether you should participate in the exchange offers.**

**We urge you to carefully read the accompanying prospectus and the related letter of transmittal in their entirety, including the discussion of risks, uncertainties and other issues that you should consider with respect to the exchange offers described in the section entitled "Risk Factors."**

In order to satisfy certain conditions of the exchange offers, one of which is estimated to take up to three months to satisfy, the expiration date may be extended without extending the withdrawal deadline, as a result of which the exchange offers would remain open for a period of time during which you will not be able to withdraw any tendered old notes, except in limited circumstances as described in the accompanying prospectus.

***Questions***

If you have any questions or need any assistance in connection with the exchange offers, please contact D.F. King & Co., Inc., the Exchange Agent and Solicitation and Information Agent, at (800) 769-7666 (in North America) or 00-800-5464-5464 (in Europe).

We are respectfully requesting your consideration and thank you in advance for your support of this important transaction.

Sincerely,

Kent Kresa
Chairman of the Board

Frederick A. Henderson
Chief Executive Officer

Table of Contents

**The information in this prospectus may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy securities in any state or other jurisdiction where the offer or sale is not permitted. This prospectus does not comprise a prospectus for the purposes of EU Directive 2003/71/EC.**

# *General Motors Corporation*

*$27,200,760,650*

*Exchange Offers and Consent Solicitations for any and all of the Outstanding Notes set forth below*

*EACH OF THE EXCHANGE OFFERS (AS DEFINED BELOW) WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON MAY 26, 2009, UNLESS EXTENDED BY US (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION DATE"). WITH RESPECT TO ANY SERIES OF OLD NOTES (AS DEFINED BELOW), TENDERS MAY NOT BE WITHDRAWN AFTER 11:59 P.M., NEW YORK CITY TIME, ON MAY 26, 2009 (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE "WITHDRAWAL DEADLINE"), EXCEPT IN LIMITED CIRCUMSTANCES AS SET FORTH HEREIN.*

***Exchange Offers and Consent Solicitations***

*Upon the terms and subject to the conditions set forth in this prospectus and the related letter of transmittal (or form of electronic instruction notice, in the case of old notes held through Euroclear or Clearstream), as each may be amended from time to time, General Motors Corporation ("GM") is offering to exchange (the "exchange offers") 225 shares of GM common stock (as defined below) for each 1,000 U.S. dollar equivalent of principal amount (or accreted value as of the settlement date (as defined below), if applicable) of outstanding notes of each series set forth in the summary offering table on the inside front cover of this prospectus (the "old notes"), resulting in an aggregate offer of up to approximately 6.1 billion new shares of GM common stock, assuming full participation in the exchange offers. In respect of the exchange offers for the old GM Nova Scotia notes (as defined below), General Motors Nova Scotia Finance Company ("GM Nova Scotia") is jointly making the exchange offers with GM. In addition, (a) GM will pay, in cash, accrued interest on the old GM notes (as defined below), other than the discount notes (as defined below) and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes, in each case, from and including the most recent interest payment date to, but not including, the settlement date.*

*(Cover continued on next page)*

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*GM's common stock is listed on the New York Stock Exchange under the symbol "GM."*

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***See "Risk Factors" beginning on page 36 for a discussion of issues that you should consider with respect to the exchange offers and consent solicitations, as well as our Viability Plan and business.***

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***Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities being offered in exchange for the old notes or this transaction, passed upon the merits or fairness of this transaction or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.***

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*Global Coordinators*

*MORGAN STANLEY* *BANC OF AMERICA SECURITIES LLC*

*U.S. Lead Dealer Managers*

*Non-U.S. Lead Dealer Managers*

*CITI* *J.P. MORGAN* *BARCLAYS CAPITAL* *DEUTSCHE BANK SECURITIES*

*Dealer Managers*

*UBS INVESTMENT BANK* *WACHOVIA SECURITIES*

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*The date of this prospectus is April 27, 2009*

*Concurrently with the exchange offers, we are soliciting consents (the "consent solicitations") from the holders of old notes to amend (the "proposed amendments") the terms of the debt instruments that govern each series of old notes. Under these proposed amendments (a) the material covenants and events of default other than the obligation to pay principal and interest on the old notes would be removed and (b) an early call option (the "call option") would be added in each series of non-USD old notes (as defined below), which we would exercise to redeem any non-tendered non-USD old notes for the exchange consideration offered pursuant to the exchange offers (i.e., 225 shares of GM common stock per 1,000 U.S. dollar equivalent of principal amount of non-USD old notes). Except for holders who tender non-USD old notes prior to the date on which the registration statement of which this prospectus forms a part is declared effective, holders may not tender their old notes pursuant to the exchange offers without delivering consents to the proposed amendments, and holders may not deliver consents to the proposed amendments pursuant to the consent solicitations without tendering their old notes.*

*In addition, by tendering, and not validly withdrawing, their 1.50% Series D Convertible Debentures due June 1, 2009 (the "old Series D notes"), holders of old Series D notes will irrevocably agree, in the event the exchange offers are extended beyond June 1, 2009, to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and to waive any and all of the rights and remedies available to such holders under such old Series D notes or the indenture governing such old Series D notes, in each case until the earlier of (a) the termination of the exchange offers (including in the event GM files a petition for relief under the U.S. Bankruptcy Code) and (b) the consummation of the exchange offers (the date of such earlier event, the "Forbearance, Waiver and Extension Termination Date").*

***Bankruptcy Relief***

*In the event that we do not receive prior to June 1, 2009 enough tenders of old notes, including the old Series D notes, to consummate the exchange offers, we currently expect to seek relief under the U.S. Bankruptcy Code. This relief may include (i) seeking bankruptcy court approval for the sale of most or substantially all of our assets pursuant to section 363(b) of the U.S. Bankruptcy Code to a new operating company, and a subsequent liquidation of the remaining assets in the bankruptcy case; (ii) pursuing a plan of reorganization (where votes for the plan are solicited from certain classes of creditors prior to a bankruptcy filing) that we would seek to confirm (or "cram down") despite the deemed rejection of the plan by the class of holders of old notes; or (iii) seeking another form of bankruptcy relief, all of which involve uncertainties, potential delays and litigation risks. We are considering these alternatives in consultation with the U.S. Department of the Treasury (the "U.S. Treasury"), our largest lender.*

***If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.***

***The exchange offers are conditioned on, among other things, the requirement (the "U.S. Treasury Condition") that the results of the exchange offers shall be satisfactory to the U.S. Treasury, including in respect of the overall level of participation by holders in the exchange offers and in respect of the level of participation by holders of the old Series D notes in the exchange offers. We currently believe, and our Viability Plan (as defined below) assumes, that at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of the outstanding old notes (including at least 90% of the aggregate principal amount of the outstanding old Series D notes) (the "Assumed Participation Level") will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes) in order for the exchange offers to satisfy the U.S. Treasury Condition. Whether this level of participation in the exchange offers will be required (or sufficient) to satisfy the U.S. Treasury Condition will ultimately be determined by the U.S. Treasury. The actual level of participation in the exchange offers may be different than what we have assumed, and this difference may be material.***

***You must make your own investment decision as to whether to exchange any old notes pursuant to the exchange offers and grant your consent to the proposed amendments in the consent solicitations. None of GM, its subsidiaries (including GM Nova Scotia), their respective boards of directors, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent or the Exchange Agent (each as defined below), or such parties' agents, advisors or counsel, has made, or will make, any recommendation as to whether holders should exchange their old notes and grant their consent to the proposed amendments.***

***The securities being offered in exchange for the old notes are being offered and will be issued outside the United States only to holders who are "non-U.S. qualified offerees" (as defined in the "Non-U.S. Offer Restrictions" section of this prospectus). Offers to holders in the United Kingdom, Austria, Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Spain and Switzerland will be made only pursuant to a separate prospectus approved by the United Kingdom Listing Authority ("UKLA") as competent authority under EU Directive 2003/71/EC (the "EU Approved Prospectus"), which will incorporate this prospectus and will indicate on the front cover thereof that it can be used for such offers. Holders outside of these jurisdictions (and the United States) are authorized to participate in the exchange offers and consent solicitations, as described in the "Non-U.S. Offer Restrictions" section of this prospectus. If you are outside of the above jurisdictions (and the United States and Canada), you are only authorized to receive the EU Approved Prospectus. If you are in Canada you are only authorized to receive and review a separate Canadian offering memorandum prepared in accordance with applicable Canadian securities laws (the "Canadian Offering Memorandum"), which will incorporate this prospectus.***

Table of Contents

**Summary Offering Table**

This summary offering table identifies each series of old notes subject to the exchange offers. The exchange consideration to be offered in the exchange offers consists of 225 shares of GM common stock per 1,000 U.S. dollar equivalent principal amount or, in the case of the 7.75% discount debentures due March 15, 2036 of GM (the "discount notes"), accreted value, of old notes as of the settlement date (the "exchange consideration"). In addition, (a) GM will pay, in cash, accrued interest on the old GM notes, other than the discount notes and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes, in each case, from and including the most recent interest payment date to, but not including, the settlement date.

| CUSIP/ISIN | Outstanding Principal Amount | Title of Notes to be Tendered | Applicable Debt Instrument (3) | Shares of GM Common Stock Offered per 1,000 U.S. Dollar Equivalent (4) | Accrued Interest per 1,000 U.S. Dollar Equivalent as of June 30, 2009 (7) |
|---|---|---|---|---|---|
| | | ***USD Old Notes*** | | | |
| 370442691 | USD 1,001,600,875 | 1.50% Series D Convertible Senior Debentures due June 1, 2009 (2) | 1995 Indenture | 225 | $ 7.50(8) |
| 370442BB0 | USD 1,500,000,000 | 7.20% Notes due January 15, 2011 | 1995 Indenture | 225 | $ 33.00 |
| 37045EAS7 | USD 48,175,000 | 9.45% Medium-Term Notes due November 1, 2011 | 1990 Indenture | 225 | $ 11.81 |
| 370442BS3 | USD 1,000,000,000 | 7.125% Senior Notes due July 15, 2013 | 1995 Indenture | 225 | $ 32.66 |
| 370442AU9 | USD 500,000,000 | 7.70% Debentures due April 15, 2016 | 1995 Indenture | 225 | $ 16.04 |
| 370442AJ4 | USD 524,795,000 | 8.80% Notes due March 1, 2021 | 1990 Indenture | 225 | $ 29.09 |
| 37045EAG3 | USD 15,000,000 | 9.4% Medium-Term Notes due July 15, 2021 | 1990 Indenture | 225 | $ 11.75 |
| 370442AN5 | USD 299,795,000 | 9.40% Debentures due July 15, 2021 | 1990 Indenture | 225 | $ 43.08 |
| 370442BW4 | USD 1,250,000,000 | 8.25% Senior Debentures due July 15, 2023 | 1995 Indenture | 225 | $ 37.81 |
| 370442AV7 | USD 400,000,000 | 8.10% Debentures due June 15, 2024 | 1995 Indenture | 225 | $ 43.88(9) |
| 370442AR6 | USD 500,000,000 | 7.40% Debentures due September 1, 2025 | 1990 Indenture | 225 | $ 24.46 |
| 370442AZ8 | USD 600,000,000 | 6 3/4% Debentures due May 1, 2028 | 1995 Indenture | 225 | $ 11.06 |
| 370442741 | USD 39,422,775 | 4.50% Series A Convertible Senior Debentures due March 6, 2032 (2) | 1995 Indenture | 225 | $ 14.88 |
| 370442733 | USD 2,600,000,000 | 5.25% Series B Convertible Senior Debentures due March 6, 2032 (2) | 1995 Indenture | 225 | $ 17.35 |
| 370442717 | USD 4,300,000,000 | 6.25% Series C Convertible Senior Debentures due July 15, 2033 (2) | 1995 Indenture | 225 | $ 28.65 |
| 370442BT1 | USD 3,000,000,000 | 8.375% Senior Debentures due July 15, 2033 | 1995 Indenture | 225 | $ 38.39 |
| 370442AT2 | USD 377,377,000 (1) | 7.75% Discount Debentures due March 15, 2036 | 1995 Indenture | 225 | n/a |
| 370442816 | USD 575,000,000 | 7.25% Quarterly Interest Bonds due April 15, 2041 | 1995 Indenture | 225 | $ 15.10 |
| 370442774 | USD 718,750,000 | 7.25% Senior Notes due July 15, 2041 | 1995 Indenture | 225 | $ 15.10 |
| 370442121 | USD 720,000,000 | 7.5% Senior Notes due July 1, 2044 | 1995 Indenture | 225 | $ 18.54 |
| 370442725 | USD 1,115,000,000 | 7.375% Senior Notes due May 15, 2048 | 1995 Indenture | 225 | $ 9.22 |
| 370442BQ7 | USD 425,000,000 | 7.375% Senior Notes due May 23, 2048 | 1995 Indenture | 225 | $ 7.58 |
| 370442766 | USD 690,000,000 | 7.375% Senior Notes due October 1, 2051 | 1995 Indenture | 225 | $ 18.23 |
| 370442758 | USD 875,000,000 | 7.25% Senior Notes due February 15, 2052 | 1995 Indenture | 225 | $ 9.06 |
| | | ***Euro Old Notes*** | | | |
| XS0171942757 | EUR 1,000,000,000 | 7.25% Notes due July 3, 2013 | July 3, 2003 FPAA | 225(5) | $71.81(10) |
| XS0171943649 | EUR 1,500,000,000 | 8.375% Notes due July 5, 2033 | July 3, 2003 FPAA | 225(5) | $82.49(11) |
| | | ***Old GM Nova Scotia Notes*** | | | |
| XS0171922643 | GBP 350,000,000 | 8.375% Guaranteed Notes due December 7, 2015 | July 10, 2003 FPAA | 225(6) | $ 47.02(12) |
| XS0171908063 | GBP 250,000,000 | 8.875% Guaranteed Notes due July 10, 2023 | July 10, 2003 FPAA | 225(6) | $ 86.20(13) |

(1) Represents the principal amount at maturity. The exchange consideration offered to holders of discount notes will be based on the accreted value thereof as of the settlement date. As of June 30, 2009, the accreted value of the discount notes will be $568.94 per $1,000 principal amount at maturity thereof.

(2) Denotes convertible old notes.

(3) The debt instruments governing the old notes are the (a) Indenture dated as of November 15, 1990 between GM and Wilmington Trust Company, as Successor Trustee (the "1990 Indenture"); (b) Indenture dated as of December 7, 1995 between GM and Wilmington Trust Company, as Successor Trustee (the "1995 Indenture"); (c) Fiscal and Paying Agency Agreement dated as of July 3, 2003 among GM, Deutsche Bank AG London and Banque Générale du Luxembourg S.A. (the "July 3, 2003 FPAA"); and (d) Fiscal and Paying Agency Agreement dated as of July 10, 2003 among General Motors Nova Scotia Finance Company, GM, Deutsche Bank Luxembourg S.A. and Banque Générale du Luxembourg S.A. (the "July 10, 2003 FPAA"), in each case as amended or supplemented prior to the date of this prospectus.

(4) As described under "*Description of the Charter Amendments*," prior to the distribution of GM common stock to tendering holders on the settlement date we intend to effect a 1-for-100 reverse stock split (the "reverse stock split") of GM common stock. Unless otherwise indicated, all share numbers contained in this prospectus related to the exchange offers are presented without giving effect to the reverse stock split. We do not intend to issue fractional shares in connection with the exchange offers or the reverse stock split. Where, in connection with the exchange offers or as a result of the reverse stock split, a tendering holder of old notes would otherwise be entitled to receive a fractional share of GM common stock, the number of shares of GM common stock to be received by such holder will be rounded down to the nearest whole number and no cash or other consideration will be delivered to such holder in lieu of such rounded down amount. For example, 1,000 U.S. dollar equivalent amount of old notes would be exchanged for 225 shares of GM common stock, which would be converted to 2 shares of GM common stock after the reverse stock split and the rounding down of fractional shares occur. 3,000 U.S. dollar equivalent amount of old notes would be exchanged for 675 shares of GM common stock, which would be converted to 6 shares of GM common stock after the reverse stock split and the rounding down of fractional shares occur.

(5) Equivalent to approximately 292.8 shares of GM common stock per EUR 1,000 principal amount of Euro old notes, based on an exchange rate in effect on April 22, 2009 of EUR 1.00 = $1.30145. For purposes of determining the exchange consideration to be received in exchange for Euro old notes, an equivalent U.S. dollar principal amount of each tender of such Euro old notes will be used. See "*The Exchange Offers and Consent Solicitations—Terms of the Exchange Offers*."

(6) Equivalent to approximately 327.1 shares of GM common stock per GBP 1,000 principal amount of old GM Nova Scotia notes, based on an exchange rate in effect on April 22, 2009 of GBP 1.00 = $1.45370. For purposes of determining the exchange consideration to be received in exchange for old GM Nova Scotia notes, an equivalent U.S. dollar principal amount of each tender of such old GM Nova Scotia notes will be used. See "*The Exchange Offers and Consent Solicitations—Terms of the Exchange Offers*."

(7) For illustrative purposes only. The amount of accrued interest payable on the settlement date in respect of tendered old notes, other than the discount notes, will be the amount of accrued interest on such old notes from and including the most recent interest payment date to, but not including, the settlement date. We do not expect to consummate the exchange offers prior to June 30, 2009 because the satisfaction of certain conditions to the exchange offers is expected to require a significant period of time.

(8) Represents accrued interest per $1,000 principal amount as of June 1, 2009.

(9) Represents accrued interest on such old notes from and including December 15, 2008. Such amount does not reflect, and has not been reduced for, the interest payment scheduled for June 15, 2009.

(10) Equivalent to EUR 71.81 per EUR 1,000 principal amount of Euro old notes. Accrued interest on the Euro old notes payable on the settlement date will be paid in Euro.

(11) Equivalent to EUR 82.49 per EUR 1,000 principal amount of Euro old notes. Accrued interest on the Euro old notes payable on the settlement date will be paid in Euro.

(12) Equivalent to GBP 47.02 per GBP 1,000 principal amount of old GM Nova Scotia notes. Accrued interest on the old GM Nova Scotia notes payable on the settlement date will be paid in pounds sterling.

(13) Equivalent to GBP 86.20 per GBP 1,000 principal amount of old GM Nova Scotia notes. Accrued interest on the old GM Nova Scotia notes payable on the settlement date will be paid in pounds sterling.

For purposes of this prospectus:

- the terms “GBP” and “pounds sterling” refer to the currency of the United Kingdom;
- the terms “EUR” and “Euro” refer to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Economic Community, as amended;
- the term “offered securities” relates to the securities being offered pursuant to this prospectus;
- the terms “our common stock” and “GM common stock” refer to the shares of common stock of GM, par value $1 $^{2}/_{3}$ per share, or upon adoption of the charter amendments described herein, par value $0.01 per share;
- the term “USD old notes” refers to each series of old notes listed under the “USD Old Notes” subheading in the summary offering table above;
- the term “Euro old notes” refers to each series of old notes listed under the “Euro Old Notes” subheading in the summary offering table above;
- the term “old GM notes” refers to the USD old notes and the Euro old notes;
- the term “old GM Nova Scotia notes” refers to each series of old notes listed under the “Old GM Nova Scotia Notes” subheading in the summary offering table above;
- the term “non-USD old notes” refers to the Euro old notes and the old GM Nova Scotia notes;
- the term “convertible old notes” refers to the USD old notes denoted as such in the summary offering table above; and
- the term “amended Series D notes” refers to the old Series D notes subject to the Forbearance, Waiver and Extension.

**Important Dates**

Holders of old notes should take note of the following important dates in connection with the exchange offers:

| *Date* | *Calendar Date and Time* | *Event* |
|---|---|---|
| Withdrawal Deadline | 11:59 p.m., New York City time, on May 26, 2009, unless extended by us. In no event will the withdrawal deadline occur prior to the date on which the registration statement of which this prospectus forms a part is declared effective. | Deadline for holders of old notes to validly withdraw tenders of old notes. Old notes tendered and not validly withdrawn prior to the withdrawal deadline may not be withdrawn at any time thereafter, except in certain circumstances described herein. |
| Expiration Date | 11:59 p.m., New York City time, on May 26, 2009, unless extended by us.<br><br>In order to satisfy certain conditions of the exchange offers, one of which is estimated to take up to three months to satisfy, the expiration date may be extended without extending the withdrawal deadline, as a result of which the exchange offers would remain open for a period of time during which you will not be able to withdraw any tendered old notes, except in limited circumstances as described herein. | The last day for holders to tender their old notes in the exchange offers. |
| Settlement Date | Promptly following the applicable expiration date of each exchange offer, subject to satisfaction or waiver of all conditions precedent to the exchange offers. We do not expect to consummate the exchange offers prior to June 30, 2009 for the reasons described above. | The exchange consideration that a tendering holder is entitled to pursuant to the exchange offers will be paid on the settlement date. |

**Requests for Assistance**

To participate in the exchange offers and consent solicitations, you should contact your broker, bank or other nominee or custodian and instruct it to tender your old notes and consent prior to the expiration date. You may have been provided with a letter of instructions along with this prospectus that may be used by you to instruct a broker, bank or other nominee or custodian to effect the tender of old notes for exchange and consent to the proposed amendments on your behalf. See "*The Exchange Offers and Consent Solicitations—Procedures for Tendering Old Notes*" for more information.

If you have questions or need assistance in connection with the exchange offers or consent solicitations, or require additional letters of transmittal and any other required documents, you may contact D.F. King & Co., Inc., the Exchange Agent and Solicitation and Information Agent, at the address and telephone numbers set forth on the back cover of this prospectus.

## TABLE OF CONTENTS

## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). In addition, we have filed with the SEC various communications related to the exchange offers described in this prospectus pursuant to Rule 425 under the Securities Act of 1933, as amended (the "Securities Act"). We strongly encourage you to read the relevant communications related to the exchange offers that have been filed with the SEC. You may read and copy any document that we file at the Public Reference Room of the SEC at 100 F Street, N.E., Room 1580, Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an internet site at *www.sec.gov* from which you may obtain copies of reports, proxy statements, communications related to the exchange offers and other information regarding registrants that file electronically, including GM. We are not incorporating the contents of the SEC website into this prospectus.

## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" certain information that we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below which have been filed (not furnished) with the SEC and any future reports filed with the SEC by us under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") until the exchange offers are consummated, and such documents form an integral part of this prospectus:

| GM SEC Filings (File No. 1-43) | Filing Date |
|---|---|
| Annual Report on Form 10-K for the fiscal year ended December 31, 2008 | March 5, 2009 |
| Current Reports on Form 8-K and Form 8-K/A | January 7, 2009, January 23, 2009, February 3, 2009, February 10, 2009, February 18, 2009, February 23, 2009, March 10, 2009, March 18, 2009, March 19, 2009, April 2, 2009 (with respect to Items 1.01, 5.02 and 9.01) and April 24, 2009 |
| The description of GM common stock set forth in Article Four of GM's Certificate of Incorporation filed as Exhibit 3(i) to our Annual Report on Form 10-K for the fiscal year ended December 31, 2003 | March 11, 2004 |

You may request a copy of the documents incorporated by reference into this prospectus, except exhibits to such documents unless those exhibits are specifically incorporated by reference in such documents, at no cost, by writing or telephoning the office of Nicholas S. Cyprus, Controller and Chief Accounting Officer, at the following address and telephone number:

General Motors Corporation 300 Renaissance Center Detroit, Michigan 48265-3000 (313) 556-5000

**In order to ensure timely delivery of documents, holders must request this information no later than five business days before the date they must make their investment decision. Accordingly, any request for documents should be made by May 18, 2009 to ensure timely delivery of the documents prior to the expiration date.**

You may also find additional information about us, including the documents described above, on our website at http://www.gm.com. The information included on or linked to this website or any website referred to in any document incorporated by reference into this prospectus is not a part of this prospectus.

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus may include or incorporate by reference "forward-looking statements." Our use of the words "may," "will," "would," "could," "should," "believes," "estimates," "projects," "potential," "expects," "plans," "seeks," "intends," "evaluates," "pursues," "anticipates," "continues," "designs," "impacts," "forecasts," "target," "outlook," "initiative," "objective," "designed," "priorities," "goal" or the negative of those words or other similar expressions is intended to identify forward-looking statements. All statements in this prospectus (including statements incorporated by reference), other than statements of historical facts, including statements about future events or financial performance, are forward-looking statements that involve certain risks and uncertainties.

These statements are based on certain assumptions and analyses made in light of our experience and perception of historical trends, current conditions and expected future developments as well as other factors that we believe are appropriate in the circumstances. While these statements represent our current judgment on what the future may hold, and we believe these judgments are reasonable, these statements are not guarantees of any events or financial results. Whether actual future results and developments will conform with our expectations and predictions is subject to a number of risks and uncertainties, including the risks and uncertainties discussed under the caption "*Risk Factors*" herein and in documents incorporated by reference into this prospectus and other factors such as the following, many of which are beyond our control:

With respect to us:

- our ability to continue as a "going concern";
- our ability to comply with the requirements of certain loan and security agreements, dated December 31, 2008 (the "First U.S. Treasury Loan Agreement") and January 16, 2009 (the "Second U.S. Treasury Loan Agreement"), each between us, the U.S. Treasury and, with respect to the First U.S. Treasury Loan Agreement, certain of our domestic subsidiaries, and that certain promissory note, dated as of December 31, 2008, due December 30, 2011, issued by us to the U.S. Treasury with the approximate principal amount of $749 million (the "U.S. Treasury Promissory Note" and, together with the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement (and any amendments thereto or additional promissory notes issued in connection therewith), the "U.S. Treasury Loan Agreements") and to restructure our operations on the terms, within the timeframe and pursuant to the approval procedures contemplated by the U.S. Treasury Loan Agreements;
- our ability to take actions management believes are important to our long-term strategy, including our ability to enter into certain material transactions outside of the ordinary course of business, due to significant representations and affirmative and negative covenants in the U.S. Treasury Loan Agreements;
- our ability to maintain adequate liquidity to fund our planned significant investment in new technology, and, even if funded, our ability to realize successful vehicle applications of new technology;
- the ability of counterparties to various financing arrangements, joint venture arrangements, commercial contracts and other arrangements to which we and our subsidiaries are party, to exercise rights and remedies under such arrangements, which, if exercised, may have material adverse consequences;
- the impact of business or liquidity difficulties for us or one or more subsidiaries on other entities in our corporate group as a result of our highly integrated and complex corporate structure and operation;
- our ability to obtain certification that we have taken all steps necessary to achieve and sustain our goals in accordance with our Viability Plan, as required by the U.S. Treasury Loan Agreements;
- our ability to realize production efficiencies and to achieve reductions in costs as a result of our Viability Plan and the Labor Modifications (as defined below);
- our ability to restore consumers' confidence in our viability as a continuing entity and our ability to continue to attract customers, particularly for our new products, including cars and crossover vehicles;

- availability of adequate financing on acceptable terms to our customers, dealers, distributors and suppliers to enable them to continue their business relationships with us;
- financial viability and ability to borrow of our key suppliers, including Delphi Corporation's ("Delphi") ability to address its underfunded pension plans and to emerge from bankruptcy proceedings;
- our ability to sell, spin-off or phase out some of our brands as planned, to manage the distribution channels for our products and to complete other planned asset sales;
- our ability to qualify for federal funding of our advanced technology vehicle programs under Section 136 of Energy Independence Security Act of 2007 ("EISA");
- the ability of our foreign operations to successfully restructure and receive adequate financial support from their host governments or other sources;
- the continued availability of both wholesale and retail financing from GMAC LLC ("GMAC") and its affiliates in the United States, Canada and the other markets in which we operate to support our ability to sell vehicles in those markets, which is dependent on GMAC's ability to obtain funding and which may be suspended by GMAC if GMAC's credit exposure to us exceeds certain limitations provided in our operating arrangements with GMAC;
- overall strength and stability of general economic conditions and of the automotive industry, both in the United States and in global markets;
- our ability to maintain adequate liquidity and financing sources and an appropriate level of debt;
- continued economic and automotive industry instability or poor economic conditions in the United States and global markets, including the credit markets, or changes in economic conditions, commodity prices, housing prices, foreign currency exchange rates or political stability in the markets in which we operate;
- shortages of and increases or volatility in the price of fuel;
- market acceptance of our new products, including cars and crossover vehicles;
- significant changes in the competitive environment, including as a result of industry consolidation, and the effect of competition in our markets, including on our pricing policies or use of incentives;
- the ongoing ability of our suppliers to provide systems, components and parts without disruption;
- changes in the existing, or the adoption of new, laws, regulations, policies or other activities of governments, agencies and similar organizations where such actions may affect the production, licensing, distribution or sale of our products, the cost thereof or applicable tax rates;
- costs and risks associated with litigation;
- significant increases in our pension and other postretirement benefit ("OPEB") expenses resulting from changes in the value of plan assets;
- changes in accounting principles, or their application or interpretation, and our ability to make estimates and the assumptions underlying the estimates, including the estimates for Delphi pension benefit guarantees, which could have an effect on earnings;
- negotiations and bankruptcy court actions with respect to Delphi's obligations to us and our obligations to Delphi, negotiations with respect to our obligations under the benefit guarantees to Delphi employees and our ability to recover any indemnity claims against Delphi;
- changes in relations with unions and employees/retirees and the legal interpretations of the agreements with those unions with regard to employees/retirees, including negotiations pursuant to the terms of the U.S. Treasury Loan Agreements and the negotiation of new collective bargaining agreements with unions representing our employees in the United States;

- the effect of ongoing speculation on our business as to whether we will be able to reorganize outside of a bankruptcy proceeding and the impact on our business if we reorganize within a bankruptcy proceeding; and

- other risks described from time to time in periodic and current reports that we file with the SEC.

In addition, actual results for GMAC (of which we currently own approximately 59.9% and which provides a significant amount of financing to our customers and dealers) may differ materially due to numerous important factors, including the following:

- rating agencies may downgrade their ratings of GMAC or one of its principal subsidiaries, Residential Capital, LLC, in the future, which would adversely affect GMAC's ability to raise capital in the debt markets at attractive rates and increase the interest that it pays on its outstanding publicly traded notes, which could have a material adverse effect on its results of operations and financial condition;

- GMAC's business requires substantial capital, and if it is unable to maintain adequate financing sources, its profitability and financial condition will suffer and jeopardize its ability to continue operations;

- the profitability and financial condition of GMAC's operations are dependent upon our operations, and it has substantial credit exposure to us;

- recent developments in the residential mortgage market, especially in the nonprime sector, have and may continue to adversely affect GMAC's revenues, profitability and financial condition;

- changes in the competitive markets in which GMAC operates, including increased competition in the automotive financing, mortgage and/or insurance markets or generally in the markets for securitizations or asset sales, could have a material adverse effect on GMAC's margins;

- GMAC's ability to realize the expected benefits of its recent conversion to a bank holding company and to comply with the increased regulation and restrictions to which it is subject as a result;

- changes in the existing, or the adoption of new, laws, regulations, policies or other activities of governments, agencies and similar organizations; and

- other risks described from time to time in documents incorporated by reference into this prospectus and in periodic and current reports that GMAC files with the SEC.

All of the forward-looking statements made in this prospectus, any prospectus supplement and the documents incorporated by reference into this prospectus are qualified by these cautionary statements and there can be no assurance that the actual results or developments that we anticipate will be realized or, even if realized, that they will have the expected consequences to or effects on us and our subsidiaries or our businesses or operations. We therefore caution investors not to rely unduly on forward-looking statements. We undertake no obligation to update publicly or otherwise revise any forward-looking statements, whether as a result of new information, future events, or other such factors that affect the subject of these statements, except where we are expressly required to do so by law.

This prospectus contains, or incorporates by reference, descriptions of certain material agreements of GM. These agreements contain representations and warranties made by and to the parties thereto as of specific dates. The representations and warranties of each party set forth in such agreements were negotiated between the parties for the purpose of setting forth their rights and obligations regarding their respective agreements. In addition, such representations and warranties (1) may have been qualified by confidential disclosures made to the other party in connection with such agreements, although such confidential information does not contain information the securities laws require to be publicly disclosed, (2) may be subject to a materiality standard which may differ from what may be viewed as material by investors, (3) were made only as of the date of such agreements or such other date as is specified therein and (4) may have been included in such agreements for the purpose of allocating risk between or among the parties thereto rather than establishing matters of fact. The summaries of these material agreements included in this prospectus, and the agreements incorporated by reference herein, provide information regarding the terms thereof and should be considered in light of the entirety of public disclosure about GM as set forth in all of its public reports and filings with the SEC.

## NOTICE TO INVESTORS

This prospectus does not constitute an offer to participate in the exchange offers and consent solicitations to any person in any jurisdiction where it is unlawful to make such offers or solicitations. The exchange offers and consent solicitations are being made on the basis of this prospectus and are subject to the terms described herein. Any decision to participate in the exchange offers and consent solicitations should be based on the information contained in this prospectus or specifically incorporated by reference herein. In making an investment decision, prospective investors must rely on their own examination of us and the terms of the exchange offers and consent solicitations and the offered securities, including the merits and risks involved. Prospective investors should not construe anything in this prospectus as legal, business or tax advice. Each prospective investor should consult its advisors as needed to make its investment decision and to determine whether it is legally permitted to participate in the exchange offers and consent solicitations under applicable legal investment or similar laws or regulations.

Each prospective investor must comply with all applicable laws and regulations in force in any jurisdiction in which it participates in the exchange offers and consent solicitations or possesses or distributes this prospectus and must obtain any consent, approval or permission required by it for participation in the exchange offers and consent solicitations under the laws and regulations in force in any jurisdiction to which it is subject, and neither we nor the Dealer Managers nor any of our or their respective representatives shall have any responsibility therefor.

In connection with the exchange offers or otherwise, the Dealer Managers may, subject to applicable law, purchase and sell old notes or the offered securities in the open market. These transactions may include covering transactions and stabilizing transactions. Any of these transactions may have the effect of preventing or retarding a decline in the market prices of the old notes and/or the offered securities. They may also cause the prices of the old notes and/or the offered securities to be higher than the prices that otherwise would exist in the open market in the absence of these transactions. The Dealer Managers may conduct these transactions in the over-the-counter market or otherwise. If the Dealer Managers commence any of these transactions, they may discontinue them at any time.

No action with respect to the offer of exchange consideration has been or will be taken in any jurisdiction (except the United States and, subject to certain conditions, the United Kingdom, Austria, Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Spain and Switzerland) that would permit a public offering of the offered securities, or the possession, circulation or distribution of this prospectus or any material relating to GM, GM Nova Scotia or the offered securities where action for that purpose is required. Accordingly, the offered securities may not be offered, sold or exchanged, directly or indirectly, and neither this prospectus nor any other offering material or advertisement in connection with the exchange offers may be distributed or published, in or from any such jurisdiction, except in compliance with any applicable rules or regulations of any such country or jurisdiction. A holder outside the United States may participate in the exchange offers but should refer to the disclosure under the "*Non-U.S. Offer Restrictions*" section.

This prospectus contains summaries that we believe to be accurate with respect to certain documents, but reference is made to the actual documents for complete information. All of those summaries are qualified in their entirety by this reference. Copies of documents referred to herein will be made available to prospective investors upon request to us at the address and telephone number set forth in the "*Incorporation of Certain Documents by Reference*" section.

**This prospectus, including the documents incorporated by reference herein, and the related letter of transmittal contain important information that should be read before any decision is made with respect to an exchange of old notes and the grant of consent to the proposed amendments.**

**The delivery of this prospectus shall not under any circumstances create any implication that the information contained or incorporated by reference herein is correct as of any time subsequent to the date**

**hereof or date thereof or that there has been no change in the information set forth or incorporated herein or in any attachments hereto or in the affairs of GM or any of its subsidiaries or affiliates since the date hereof or date thereof.**

**No one has been authorized to give any information or to make any representations with respect to the matters described in this prospectus and the related letter of transmittal, other than those contained in this prospectus and the related letter of transmittal. If given or made, such information or representation may not be relied upon as having been authorized by us or the Dealer Managers.**

## IMPORTANT INFORMATION

Old notes tendered and not validly withdrawn prior to the withdrawal deadline may not be withdrawn at any time thereafter, and old notes tendered after the withdrawal deadline may not be withdrawn at any time, unless the applicable offer is terminated without any old notes being accepted or as required by applicable law or our obligations in certain circumstances described herein to extend or reinstate withdrawal rights. If such a termination occurs, the old notes will be returned to the tendering holder promptly.

Old notes tendered for exchange, along with letters of transmittal and any other required documents, should be directed to the Exchange Agent. Any requests for assistance in connection with the exchange offers or for additional copies of this prospectus or related materials should be directed to the Solicitation and Information Agent. Contact information for the Exchange Agent and Solicitation and Information Agent is set forth on the back cover of this prospectus. None of GM, its subsidiaries (including GM Nova Scotia), their respective boards of directors, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent or the Exchange Agent (or such parties' agents, advisors or counsel) has made, or will make, any recommendation as to whether or not holders should tender their old notes for exchange pursuant to the exchange offers, and grant their consent to the proposed amendments.

The Exchange Agent for the exchange offers is D.F. King & Co., Inc. (the "Exchange Agent"). The Solicitation and Information Agent for the exchange offers is D.F. King & Co., Inc. (the "Solicitation and Information Agent"). The Settlement and Escrow Agent for the non-USD old notes is Deutsche Bank AG, London Branch (the "Settlement and Escrow Agent"). The Luxembourg Exchange Agent for the exchange offers is Deutsche Bank Luxembourg, S.A. (the "Luxembourg Exchange Agent"). The Tabulation Agent for the consent solicitation in respect of the non-USD old notes is D. F. King (Europe) Limited (the "Tabulation Agent"). Morgan Stanley & Co. Incorporated, Banc of America Securities LLC, Barclays Capital Inc., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC (the "Dealer Managers") are acting as Dealer Managers in connection with the exchange offers.

Subject to the terms and conditions set forth in the exchange offers and the consent solicitations, the exchange consideration to which a tendering holder is entitled pursuant to the exchange offers will be paid on the settlement date, which will be a date promptly following the applicable expiration date of each exchange offer, subject to satisfaction or waiver of all conditions precedent to the exchange offers (the "settlement date"). We do not expect to consummate the exchange offers prior to June 30, 2009. Under no circumstances will any interest be payable because of any delay in the transmission of the exchange consideration to holders by the Exchange Agent or the Settlement and Escrow Agent.

**Notwithstanding any other provision of the exchange offers and the consent solicitations, our obligation to pay the exchange consideration for old notes validly tendered for exchange and not validly withdrawn pursuant to the exchange offers and the consent solicitations is subject to, and conditioned upon, the satisfaction or waiver of the conditions described below under "*The Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers*."**

**Subject to applicable securities laws and the terms of the exchange offers and the consent solicitations, we reserve the right to:**

- **waive any and all conditions to the exchange offers and the consent solicitations to be waived;**
- **extend, in whole or in part, the exchange offers and the consent solicitations;**
- **terminate, in whole or in part, the exchange offers and the consent solicitations;**
- **amend or modify the terms of the exchange offers (including by changing the exchange consideration offered) applicable to one or more series of old notes without amending or modifying the terms of the exchange offers applicable to any other series of old notes; or**
- **otherwise amend or modify the exchange offers and the consent solicitations in any respect, in whole or in part.**

If there is any material change in any of the terms of the exchange offers or the consent solicitations, or in the information published, sent or given to holders of old notes with respect thereto, we will promptly disseminate disclosure of the change in a manner reasonably calculated to inform such holders of such change, including, without limitation, pursuant to the dissemination of additional offer documents, a press release and a posting on our website, and we may extend the exchange offers or withdrawal rights as we determine necessary and otherwise to the extent required by law.

In the event that the exchange offers and the consent solicitations are withdrawn or otherwise not consummated, the exchange consideration will not be paid or become payable to holders of the old notes who have validly tendered their old notes for exchange in connection with the exchange offers, and the old notes tendered for exchange pursuant to the exchange offers will be returned to the tendering holder promptly.

Only registered holders of old notes are entitled to tender old notes for exchange and give consents. Beneficial owners of old notes that are held of record by a broker, bank or other nominee or custodian must instruct such nominee or custodian to tender the old notes for exchange and consent to the proposed amendments on the beneficial owner's behalf. You may have been provided with a letter of instructions along with this prospectus that may be used by a beneficial owner to instruct a broker, bank or other nominee or custodian to effect the tender of old notes for exchange and consent to the proposed amendments on the beneficial owner's behalf. See "*The Exchange Offers and Consent Solicitations—Procedures for Tendering Old Notes—General.*"

Tendering holders will not be obligated to pay brokerage fees or commissions to the Exchange Agent, Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent or us. If a broker, bank or other nominee or custodian tenders old notes on behalf of a tendering holder, such broker, bank or other nominee or custodian may charge a fee for doing so. Tendering holders who own old notes through a broker, bank or other nominee or custodian should consult their broker, bank or other nominee or custodian to determine whether any charges will apply.

## QUESTIONS AND ANSWERS ABOUT THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS

*The following are some questions regarding the exchange offers and consent solicitations that you may have as a holder of our old notes and the answers to those questions. We urge you to carefully read additional important information contained in the remainder of this prospectus or incorporated by reference herein and the letter of transmittal. In this prospectus, "we," "us," "our," "the Company" and "GM" refers to General Motors Corporation and not its subsidiaries, unless otherwise stated or the context otherwise requires.*

**Q: Why are we making the exchange offers?**

A: We are making the exchange offers in connection with the restructuring we are undertaking pursuant to our plan to achieve and sustain our long-term viability, international competitiveness and energy efficiency (as updated from time to time, the "Viability Plan").

As a condition to obtaining the loans under the First U.S. Treasury Loan Agreement, we agreed to submit, on or before February 17, 2009, our Viability Plan that included specific actions intended to result in the following:

- the repayment of all loans made under the First U.S. Treasury Loan Agreement, together with all interest thereon and reasonable fees and out-of-pocket expenses incurred in connection therewith and all other financings extended to us by the U.S. government;
- compliance with federal fuel efficiency and emissions requirements and commencement of domestic manufacturing of advanced technology vehicles;
- achievement of a positive net present value, using reasonable assumptions and taking into account all existing and projected future costs;
- rationalization of costs, capitalization and capacity with respect to our manufacturing workforce, suppliers and dealerships; and
- a product mix and cost structure that is competitive in the U.S. marketplace.

In addition, the First U.S. Treasury Loan Agreement requires that we use our best efforts to:

- reduce our unsecured public indebtedness,
- modify our retiree healthcare obligations to a new voluntary employee benefit association (the "New VEBA") arising under the settlement agreement, dated February 21, 2008, between GM, the UAW and counsel to the VEBA-settlement class (the "VEBA-settlement class") in the class action of *Int'l Union, UAW, et al. v. General Motors Corp.*, Civil Action No. 07-14074 (E.D. Mich. filed Sept. 9, 2007) (the "VEBA settlement agreement"), and
- modify our employee compensation structure, employee severance policies and work rules to make us more competitive with certain of our competitors in the automotive industry.

On March 30, 2009, the President's Designee (as established under the First U.S. Treasury Loan Agreement) found that our Viability Plan, in its then-current form, was not viable and would need to be revised substantially in order to lead to a viable GM. In response to the determination of the President's Designee, we have made further modifications to our Viability Plan to satisfy the President's Designee's requirement that we undertake a substantially more accelerated and aggressive restructuring plan, including by increasing the amount of public debt reduction that we will seek to achieve beyond that originally required by the First U.S. Treasury Loan Agreement. For additional details about the restructuring we are undertaking pursuant to our Viability Plan, see "*The Restructuring*."

The exchange offers are being undertaken in order to achieve our debt reduction objectives set forth in our Viability Plan.

If by June 1, 2009, the President's Designee has not issued a certification that we and our subsidiaries have taken all steps necessary to achieve and sustain long-term viability, among other things, then the advances under the First U.S. Treasury Loan Agreement and Second U.S. Treasury Loan Agreement would become due and payable on the 30th day thereafter.

Our future is dependent on our ability to successfully execute our Viability Plan or otherwise address the matters described above. If we fail to do so for any reason (including if the exchange offers are not consummated), we would not be able to continue as a going concern and would be forced to seek relief under the U.S. Bankruptcy Code. If we seek relief under the U.S. Bankruptcy Code, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.

**Q: What are the consequences to holders of old notes if we fail to consummate the exchange offers?**

A: In the event that we do not receive prior to June 1, 2009 enough tenders of old notes, including the old Series D Notes, to consummate the exchange offers, we currently expect to seek relief under the U.S. Bankruptcy Code. This relief may include (i) seeking bankruptcy court approval for the sale of most or substantially all of our assets pursuant to section 363(b) of the U.S. Bankruptcy Code to a new operating company, and a subsequent liquidation of the remaining assets in the bankruptcy case; (ii) pursuing a plan of reorganization (where votes for the plan are solicited from certain classes of creditors prior to a bankruptcy filing) that we would seek to confirm (or "cram down") despite the deemed rejection of the plan by the class of holders of old notes; or (iii) seeking another form of bankruptcy relief, all of which involve uncertainties, potential delays and litigation risks. We are considering these alternatives in consultation with the U.S. Treasury, our largest lender.

If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.

For a more complete description of potential bankruptcy relief and risks relating to our failure to consummate the exchange offers, see "*Bankruptcy Relief*" and "*Risk Factors—Risks Related to Failure to Consummate the Exchange Offers.*"

**Q: Why are we considering seeking relief under Chapter 11 of the U.S. Bankruptcy Code?**

A: An out of court restructuring through the exchange offers or an in court restructuring pursuant to the U.S. Bankruptcy Code provide alternative means of restructuring our liabilities and seeking to achieve the survival and long-term viability of our business. Although we do not intend to seek relief under the U.S. Bankruptcy Code if the exchange offers are consummated, in the event we have not received prior to June 1, 2009 sufficient tenders of old notes (including the old Series D notes) to consummate the exchange offers, we currently expect to seek relief under the U.S. Bankruptcy Code.

**Q: Why are we pursuing an out of court restructuring rather than an in court restructuring?**

A: We believe there are advantages to restructuring GM out of court. We believe that the successful consummation of the exchange offers would, among other things:

- enable us to continue operating our business without the negative impact that a bankruptcy could have on our relationships with our customers, employees, suppliers, dealers and others;
- reduce the risk of a potentially precipitous decline in our revenues in a bankruptcy; and
- allow us to complete our restructuring in less time and with less risk than any bankruptcy alternatives.

If we have to resort to bankruptcy relief, among other things, you may receive consideration that is less than what is being offered in the exchange offers, and it is possible that you may receive no consideration at all for your old notes.

**Q: What will I receive if I tender my old notes pursuant to the exchange offers and they are accepted?**

A: The exchange consideration per 1,000 U.S. dollar equivalent of principal amount (or accreted value as of the settlement date, if applicable) of old notes accepted for exchange will be 225 shares of GM common stock.

Assuming full participation in the exchange offers, holders of old notes tendered in the exchange offers will receive, in the aggregate, approximately 6.1 billion shares of GM common stock, which would represent approximately 10% of the pro forma outstanding GM common stock.

On the settlement date, GM's restated certificate of incorporation will be amended to effect a 1-for-100 reverse stock split of GM common stock, whereby each 100 shares of GM common stock will be converted into one share of GM common stock.

There is no requirement for an individual holder to tender a minimum principal amount of old notes in the exchange offers. However, where, in connection with the exchange offers or as a result of the reverse stock split, a tendering holder of old notes would otherwise be entitled to receive a fractional share of GM common stock, the number of shares of GM common stock to be received by such holder will be rounded down to the nearest whole number and no cash or other consideration will be delivered to such holder in lieu of such rounded down amount.

In addition, (a) GM will pay, in cash, accrued interest on the old GM notes, other than the discount notes and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes, in each case, from and including the most recent interest payment date to, but not including, the settlement date. See "*The Exchange Offers and Consent Solicitations—Terms of the Exchange Offers*."

**Q: How do I participate in the exchange offers and consent solicitations?**

A: To participate in the exchange offers and consent solicitations, you should contact your broker, bank or other nominee or custodian and instruct it to tender your old notes and consent prior to the expiration date.

You may have been provided with a letter of instructions along with this prospectus that may be used by you to instruct a broker, bank or other nominee or custodian to effect the tender of old notes for exchange and consent to the proposed amendments on your behalf.

If you have questions or need assistance in connection with the exchange offers or consent solicitations or require additional letters of transmittal and any other required documents, you may contact D.F. King & Co., Inc., the Exchange Agent and Solicitation and Information Agent, at the address and telephone numbers set forth on the back cover of this prospectus.

Except for holders who tender non-USD old notes prior to the date on which the registration statement of which this prospectus forms a part is declared effective, holders may not tender their old notes pursuant to the exchange offers without delivering consents to the proposed amendments, and holders may not deliver consents to the proposed amendments pursuant to the consent solicitations without tendering their old notes.

Holders of old notes that reside outside of the United States are advised to contact the Solicitation and Information Agent for a copy of the EU Approved Prospectus or the Canadian Offering Memorandum, as applicable, which contains separate representations and certifications that are agreed to upon the tendering of old notes by any such holder outside the United States.

***For USD old notes***

USD old notes must be tendered through The Depository Trust Company ("DTC"). DTC participants must electronically transmit their acceptance of an offer through DTC's Automated Tender Offer Program ("ATOP"), for which the exchange offers and consent solicitations will be eligible.

By participating in the exchange offers in this manner, you will be deemed to have acknowledged and agreed that you are bound by the terms of the letter of transmittal, are qualified to accept the exchange offers and consent solicitations and that we may enforce the terms and conditions contained in the letter of transmittal against you.

Holders whose USD old notes are held through Euroclear or Clearstream (together with DTC, the "Clearing Systems") must transmit their acceptance in accordance with the requirements of Euroclear or Clearstream in sufficient time for such tenders to be timely made prior to the expiration date. Holders should note that such Clearing Systems may require that action be taken a day or more prior to the expiration date in order to cause such old notes to be tendered through DTC.

See "*The Exchange Offers and Consent Solicitations—Procedures for Tendering Old Notes—Tender of USD Old Notes through DTC*" for more information.

***For non-USD old notes***

Non-USD old notes must be tendered through either Euroclear or Clearstream. The tender of non-USD old notes through Euroclear or Clearstream will be deemed to have occurred upon receipt by the relevant Clearing System of a valid electronic instruction notice in accordance with the requirements of such Clearing System.

By participating in the exchange offers in this manner, you will be deemed to have acknowledged and agreed that you are bound by the terms of the electronic instruction notice, are qualified to accept the exchange offers and consent solicitations and that we may enforce the terms and conditions contained in the electronic instruction notice against you.

Holders must take the appropriate steps to block non-USD old notes to be tendered in Euroclear or Clearstream so that no transfers may be effected in relation to such non-USD old notes at any time after the date of tender in accordance with the requirements of the relevant Clearing System and the deadlines required by such Clearing System.

See "*The Exchange Offers and Consent Solicitations—Procedures for Tendering Old Notes—Tender of non-USD old notes through Euroclear or Clearstream*" for more information.

**Q: What are the conditions to the exchange offers?**

A: Consummation of the exchange offers is conditioned upon the satisfaction or waiver of the conditions described under "*The Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers*." We currently expect that certain conditions may require us to extend the scheduled expiration date in order to be satisfied. For example, the receipt of judicial approval of the proposed VEBA Modifications (as defined below) and the transactions contemplated thereby are currently expected to take up to three months once a binding agreement in respect thereof has been entered into, and therefore require a significant extension of the expiration date beyond the date when withdrawal rights are terminated.

One principal condition, the U.S. Treasury Condition, is the requirement that the results of the exchange offers shall be satisfactory to the U.S. Treasury, including in respect of the overall level of participation by holders of old notes in the exchange offers and in respect of the level of participation by holders of the old Series D notes in the exchange offers.

We currently believe, and our Viability Plan assumes, that at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of the outstanding old notes (including at least 90% of the aggregate principal amount of the outstanding old Series D notes) will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes) in order to satisfy the U.S. Treasury Condition. Whether this level of participation in the exchange offers will be required (or sufficient) to satisfy the U.S. Treasury Condition will ultimately be determined by the U.S. Treasury. The actual overall level of participation in the exchange offers may be different than what we have assumed, and this difference may be material.

**Q: Will the exchange consideration I receive upon tender of the old notes be freely tradable in the United States?**

A: Yes. Generally, the exchange consideration you will receive pursuant to the exchange offers will be freely tradable in the United States, unless you are an affiliate of GM, as that term is defined in the Securities Act of 1933, as amended (the "Securities Act"). GM's common stock is listed on the New York Stock Exchange ("NYSE") under the symbol "GM."

**Q: If the exchange offers are consummated and I do not participate, how will my rights and obligations under the old notes be affected?**

A: Old notes not tendered pursuant to the exchange offers will remain outstanding after the consummation of the exchange offers. However, we intend to redeem any non-USD old notes that are not tendered in the exchange offers pursuant to the call option immediately upon the effectiveness of the proposed amendments to the debt instruments governing the non-USD old notes, if adopted. For more information, see "—*What are the consequences to holders of old notes if we fail to consummate the exchanged offers?*" above.

If the exchange offers are consummated, then the debt instruments governing non-tendered old notes will be amended and holders of old notes will be bound by the terms of those debt instruments even if they did not consent to the proposed amendments. The proposed amendments would eliminate certain provisions under the debt instruments governing non-tendered old notes, including:

- the limitation on our ability to incur liens and enter into sale-leaseback transactions;
- the limitation on merger, consolidation, sales or conveyance of assets; and
- certain events of default relating to the failure to perform non-payment related covenants and certain events of bankruptcy, insolvency or reorganization.

In addition and as discussed above, the proposed amendments to the debt instruments governing the non-USD old notes would add a call option with respect to each series of non-USD old notes. The call option will provide that outstanding non-USD old notes of each series may be redeemed at any time at the option of GM or GM Nova Scotia, as the case may be, in return for the exchange consideration offered pursuant to the exchange offers (*i.e.*, 225 shares of GM common stock per 1,000 U.S. dollar equivalent of principal amount of non-USD old notes). In addition, (a) GM will pay, in cash, accrued interest on the Euro old notes called for redemption pursuant to the call option and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes called for redemption pursuant to the call option, in each case, from and including the most recent interest payment date to, but not including, the redemption date, which is expected to be the settlement date. We intend to exercise the call option in respect of all non-USD old notes not tendered in the exchange offers immediately upon the effectiveness of the proposed amendments to the debt instruments governing the non-USD old notes, if adopted. From and after the time that we exercise the call option on any series of non-USD old notes, (1) such notes will be deemed to be discharged, (2) such notes will not be transferable and (3) holders of such notes will have no further rights in respect of those notes other than receipt of the exchange consideration and payment in cash of accrued but unpaid interest on such notes.

For a more detailed description of the proposed amendments to the debt instruments governing the old notes, see "*Proposed Amendments*."

**Q: What risks should I consider in deciding whether or not to tender my old notes pursuant to the exchange offers and consent to the proposed amendments?**

A: In deciding whether to participate in the exchange offers and consent to the proposed amendments, you should carefully consider the discussion of risks and uncertainties described under "*Risk Factors*" herein and described under the caption "*Risk Factors*" located in certain of the documents incorporated by reference into this prospectus.

**Q: Is GM or any of its subsidiaries making a recommendation regarding whether I should tender my old notes pursuant to the exchange offers and consent to the proposed amendments?**

A: None of GM, its subsidiaries (including GM Nova Scotia), their respective boards of directors, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent or the Exchange Agent (or any such party's respective agents, advisors or counsel) has made, or will make, a recommendation to any holder as to whether such holder should exchange its old notes pursuant to the exchange offers or grant its consent to the proposed amendments. You must make your own investment decision whether to exchange any old notes pursuant to the exchange offers and make your own decision whether to grant your consent to the proposed amendments in the consent solicitations. We urge you to read carefully this prospectus (including the information incorporated by reference) and the related letter of transmittal in its entirety, including the information set forth in the section entitled "*Risk Factors*."

**Q: What are the material United States federal income tax consequences of the exchange offers to holders of old notes?**

A: We intend to take the position, although not free from doubt, that the exchange of old notes (other than old Series D notes) pursuant to the exchange offers will constitute a tax-free recapitalization in which gain or loss is generally not recognized. Any consideration allocable to accrued but unpaid interest generally will be taxable to a holder of old notes to the extent not previously included in such holders' gross income. Because the original term of the old Series D notes was less than five years, it is unclear whether the old Series D notes should be treated as "securities" for U.S. federal income tax purposes. It is therefore unclear whether the exchange of old Series D notes pursuant to the exchange offers will constitute a fully taxable transaction or a tax-free recapitalization. For a discussion of certain U.S. federal income tax consequences relating to the exchange offers, see "*Material United States Federal Income Tax Considerations*."

**Q: If I am a holder outside the United States, can I participate in the exchange offers?**

A: A holder outside the United States may participate in the exchange offers but should refer to the disclosure under the "*Non-U.S. Offer Restrictions*" section. This prospectus does not constitute an offer to participate in the exchange offers and the consent solicitations to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. Offers to holders in the United Kingdom, Austria, Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Spain and Switzerland will be made only pursuant to the EU Approved Prospectus, which will incorporate this prospectus therein and will indicate on the front cover thereof if it can be used for such offers. Offers to non-U.S. qualified offerees outside of these jurisdictions (and the United States and Canada) will be made only pursuant to the EU Approved Prospectus, which will incorporate this prospectus and will indicate on the front cover thereof if it can be used for such offers. Offers to non-U.S. qualified offerees in Canada will be made only pursuant to the Canadian Offering Memorandum, which will incorporate this prospectus.

**Q: What are the old Series D Notes forbearance, waiver and extension provisions?**

A: By tendering, and not validly withdrawing, their old Series D notes, holders of old Series D notes will irrevocably agree, in the event the exchange offers are extended beyond June 1, 2009, to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and waive any and all of the rights and remedies available to such holders under such old Series D notes or the indenture governing such old Series D notes (the "Forbearance, Waiver and Extension"), in each case until the Forbearance, Waiver and Extension Termination Date, which is the date of the earlier of (a) the termination of the exchange offers (including in the event GM files a petition for relief under the U.S. Bankruptcy Code) and (b) the consummation of the exchange offers. At the Forbearance, Waiver and Extension Termination Date, the Forbearance, Waiver and Extension will expire and any and all principal

and interest amounts otherwise due under any old Series D notes that remain outstanding (*i.e.*, any old Series D notes not accepted for exchange in the exchange offers) will become immediately due and payable. The Forbearance, Waiver and Extension will attach to any old Series D notes that have been tendered in the exchange offers and not validly withdrawn on or before May 26, 2009, which is the date set initially as the withdrawal deadline, or such later date as the registration statement of which this prospectus forms a part is declared effective or as GM in its absolute discretion may determine (the "Attachment Date"). The Attachment Date will also be the expiration and settlement dates for the exchange offer that we are making in which we are offering to exchange amended Series D notes (old Series D notes to which the Forbearance, Waiver and Extension have attached and which will not mature until the Forbearance, Waiver and Extension Termination Date) for old Series D notes. By having tendered, and not validly withdrawn, their old Series D notes as of the Attachment Date, such holders shall consent to the attachment of the Forbearance, Waiver and Extension to their old Series D notes, and GM may in its absolute discretion enter into a supplemental indenture as of the Attachment Date or take such other action as it determines is appropriate (including by assigning a temporary or different CUSIP number to such old Series D notes) to evidence the attachment of the Forbearance, Waiver and Extension; such holders shall also be deemed to have tendered any amended Series D notes issued, or deemed issued, by GM in order to implement the Forbearance, Waiver and Extension. If a holder of old Series D notes validly withdraws tendered old Series D notes prior to the Attachment Date, then such old Series D notes will not be subject to the Forbearance, Waiver and Extension. However, if a holder of old Series D notes validly withdraws its old Series D notes at any time following the Attachment Date (in the event withdrawal rights have been extended past or reinstated after the Attachment Date), then such old Series D notes, notwithstanding such withdrawal or any subsequent transfer, will continue to be subject to the Forbearance, Waiver and Extension until the Forbearance, Waiver and Extension Termination Date.

Our solicitation of the agreement of the holders of old Series D notes to the terms of the Forbearance, Waiver and Extension is an exchange offer in which we are offering to exchange amended Series D notes for old Series D notes. This exchange offer is subject to applicable SEC rules and regulations, including Rule 13e-4 under the Exchange Act. This exchange offer will expire, withdrawal rights with respect to this offer shall terminate, and the settlement date for this offer will occur on, the Attachment Date.

**Q: Can I revoke the tender of my old notes and my consents approving the proposed amendments at any time?**

A: You can revoke the tender of your old notes (and therefore your consent to the proposed amendments) prior to the withdrawal deadline, which is 11:59 p.m., New York City time, on May 26, 2009, unless extended, by delivering a written withdrawal instruction to the applicable Clearing System, in accordance with the relevant procedures described in "*The Exchange Offers and Consent Solicitations—Withdrawal of Tenders*." Except in certain circumstances described in "*The Exchange Offers and Consent Solicitations—Withdrawal of Tenders,"* old notes that are validly tendered prior to the withdrawal deadline and that are not validly withdrawn prior to the withdrawal deadline may not be withdrawn on or after the withdrawal deadline, and old notes that are validly tendered on or after the withdrawal deadline may not be withdrawn.

If a holder of old Series D notes elects to withdraw tendered old Series D notes at any time following the Attachment Date (as described above), then such old Series D notes, notwithstanding such withdrawal or any subsequent transfer, will continue to be subject to the Forbearance, Waiver and Extension until the Forbearance, Waiver and Extension Termination Date.

**Q: What charter amendments are being made?**

A: The amount of GM common stock to be issued pursuant to the exchange offers, the U.S. Treasury Debt Conversion (as defined below) and the proposed VEBA Modifications exceeds the number of shares of GM common stock currently authorized under GM's certificate of incorporation. Consequently, prior to the distribution of GM common stock to tendering holders on the settlement date, we plan on implementing charter amendments that provide for, among other things, an increase in the number of authorized shares of GM common stock.

To effect the charter amendments, the following will occur prior to the distribution of GM common stock to tendering holders on the settlement date:

- in partial satisfaction of the U.S. Treasury Debt Conversion, we will issue to the U.S. Treasury (or its designee) authorized shares of GM common stock in an amount that will represent a majority of the outstanding shares of GM common stock as of such date,
- the U.S. Treasury (or its designee) will execute and deliver to us a stockholder written consent authorizing the charter amendments, and
- we will file the charter amendments with the Delaware Secretary of State allowing us to (a) reduce the par value of GM common stock to $0.01 per share (the "par value reduction"), (b) increase the number of authorized shares of GM common stock to 62 billion shares (the "common stock increase"), and (c) effect a 1-for-100 reverse stock split of GM common stock, whereby each 100 shares of GM common stock will be converted into one share of GM common stock. See "*Description of the Charter Amendments*."

**Q: Will fractional shares be issued in the exchange offers or the reverse stock split?**

**A:** Unless otherwise indicated, all share numbers contained in this prospectus related to the exchange offers are presented without giving effect to the reverse stock split. We do not currently intend to issue fractional shares in connection with the exchange offers or the reverse stock split. Where, in connection with the exchange offers or as a result of the reverse stock split, a tendering holder of old notes would otherwise be entitled to receive a fractional share of GM common stock, the number of shares of GM common stock to be received by such holder will be rounded down to the nearest whole number and no cash or other consideration will be delivered to such holder in lieu of such rounded down amount. For example, 1,000 U.S. dollar equivalent amount of old notes would be exchanged for 225 shares of GM common stock, which would be converted to 2 shares of GM common stock after the reverse stock split and the rounding down of fractional shares occur. 3,000 U.S. dollar equivalent amount of old notes would be exchanged for 675 shares of GM common stock, which would be converted to 6 shares of GM common stock after the reverse stock split and the rounding down of fractional shares occur.

Stockholders who own GM common stock prior to the settlement date and would otherwise hold fractional shares because the number of shares of GM common stock they held before the reverse stock split would not be evenly divisible based upon the 1-for-100 reverse stock split ratio will be entitled to a cash payment (without interest or deduction) in respect of such fractional shares. To avoid the existence of fractional shares of GM common stock, shares that would otherwise result in fractional shares from the application of the reverse stock split will be collected and pooled by our transfer agent and sold in the open market and the proceeds will be allocated to the affected existing stockholders' respective accounts pro rata in lieu of fractional shares. The ownership of a fractional interest will not give the holder thereof any voting, dividend or other rights, except to receive the above-described cash payment. GM will be responsible for any brokerage fees or commissions related to the transfer agent's selling in the open market shares that would otherwise be entitled to fractional shares. See "*Description of the Charter Amendments*" for greater detail about the reverse stock split.

**Q: Whom do I call if I have any questions on how to tender my old notes or any other questions relating to the exchange offers and consent solicitations?**

A: Questions and requests for assistance, and all correspondence in connection with the exchange offers and consent solicitations, or requests for additional letters of transmittal and any other required documents, may be directed to D.F. King & Co., Inc., the Exchange Agent and Solicitation and Information Agent, at the address and telephone numbers set forth on the back cover of this prospectus.

## SUMMARY

*This summary highlights information contained elsewhere in, or incorporated by reference into, this prospectus. Because this is only a summary, it does not contain all of the information that may be important to you. For a more complete understanding of our company, the exchange offers and the consent solicitations, we encourage you to read this entire prospectus, including the section entitled "Risk Factors," the documents referred to under the heading "Where You Can Find More Information" and the documents incorporated by reference under the heading "Incorporation of Certain Documents by Reference."*

### General Motors Corporation

We are engaged primarily in the worldwide development, production and marketing of cars, trucks and parts. We develop, manufacture and market vehicles worldwide through our four automotive segments: GM North America, GM Europe, GM Latin America/Africa/Mid-East and GM Asia Pacific.

Our total worldwide car and truck deliveries were 8.4 million, 9.4 million and 9.1 million, in 2008, 2007 and 2006, respectively. Substantially all of our cars, trucks and parts are marketed through retail dealers in North America, and through distributors and dealers outside of North America, the substantial majority of which are independently owned. GM North America primarily meets the demands of customers in North America with vehicles developed, manufactured and/or marketed under the following brands:

- Chevrolet
- Pontiac
- Buick
- Cadillac
- Saab
- HUMMER
- GMC
- Saturn

The demands of customers outside North America are primarily met with vehicles developed, manufactured and/or marketed under the following brands:

- Opel
- Vauxhall
- Holden
- Saab
- Buick
- Chevrolet
- GMC
- Cadillac
- Daewoo
- HUMMER
- Isuzu
- Suzuki

At December 31, 2008, we also had equity ownership stakes, directly or indirectly through various regional subsidiaries, in joint venture companies, including GM Daewoo, New United Motor Manufacturing, Inc. (NUMMI), Shanghai GM, Ltd., SAIC-GM-Wuling Automobile Co. Ltd. and CAMI Automotive Inc. These companies design, manufacture and market vehicles under the following brands:

- Pontiac
- Daewoo
- Wuling
- Cadillac
- Chevrolet
- Holden
- Buick

Our Saab, HUMMER and Saturn brands have been the subject of a strategic review. As a result of our strategic review of the global Saab brand business, Saab Automobile AB ("Saab") announced, in February of 2009, that it has filed for reorganization under a self-managed Swedish court process. Pending court approval, the reorganization will be executed over a three-month period and will require independent funding to succeed. During the reorganization process, Saab will continue to operate as usual in accordance with the formal reorganization process. A final resolution with respect to HUMMER, Saab and Saturn is expected to be made in 2009. In addition, Pontiac—which is part of the Buick, Pontiac-GMC retail channel—is expected to be phased out by 2010. Further, in connection with our plan to achieve and sustain long-term viability, international competitiveness and energy efficiency, we may review other brands to determine their fit within our portfolio. See "*The Restructuring—Viability Plan*" for a further discussion of our strategic approach.

In addition to the products we sell to our dealers for consumer retail sales, we also sell cars and trucks to fleet customers, including daily rental car companies, commercial fleet customers, leasing companies and governments. Sales to fleet customers are completed through our network of dealers and in some cases directly by us. Our retail and fleet customers can obtain a wide range of after sale vehicle services and products through our dealer network, such as maintenance, light repairs, collision repairs, vehicle accessories and extended service warranties.

**Recent Developments**

***Business Updates***

GM dealers in the United States sold 412,903 vehicles during the first quarter of 2009, which represents a decline of approximately 49% compared to the same period in 2008. The baseline sales assumption in our Viability Plan for the United States in 2009 is 2,048,000 vehicles, which is based on a baseline industry vehicle sales forecast for 2009 of 10.5 million total vehicles sold in the United States. Our market share forecast for 2009 is 19.5% in the United States.

In view of the decline in vehicle sales by our dealers in the United States and globally and continuing weak economic conditions generally, we anticipate that we generated substantial negative cash flow from operations during the first quarter of 2009 and that we will report significantly less revenue and significantly greater losses than those we experienced during the first quarter of 2008.

***U.S. Treasury Loan Agreements and Section 136 Loans***

On December 31, 2008, we and certain of our domestic subsidiaries entered into the First U.S. Treasury Loan Agreement with the U.S. Treasury, pursuant to which the U.S. Treasury agreed to provide us with a $13.4 billion secured term loan facility. We borrowed $4.0 billion under this facility on December 31, 2008, $5.4 billion on January 21, 2009 and $4.0 billion on February 17, 2009. On January 16, 2009, we entered into the Second U.S. Treasury Loan Agreement, pursuant to which we borrowed $884.0 million from the U.S. Treasury and applied the proceeds of the loan to purchase additional membership interests in GMAC, increasing our common equity interest in GMAC from 49% to 59.9%.

The loans under the First U.S. Treasury Loan Agreement are scheduled to mature on December 30, 2011, and the loan under the Second U.S. Treasury Loan Agreement is scheduled to mature on January 16, 2012, in each case unless the maturity date is accelerated as provided in the applicable loan agreements. The maturity date may be accelerated if, among other things, the President's Designee has not certified our Viability Plan by the Certification Deadline (as defined below), which was initially March 31, 2009 and has been postponed to June 1, 2009, as discussed below.

On March 30, 2009, the President's Designee found that our Viability Plan, in its then-current form, was not viable and would need to be revised substantially in order to lead to a viable GM. The President's Designee also concluded that the steps required to be taken by March 31, 2009 under the First U.S. Treasury Loan Agreement, including receiving approval of the required labor modifications (the "Labor Modifications") by members of our unions, obtaining receipt of all necessary approvals of the required VEBA modifications (other than regulatory and judicial approvals) and commencing the exchange offers to implement the required debt reduction, had not been completed, and as a result, we had not satisfied the terms of the First U.S. Treasury Loan Agreement.

In conjunction with the March 30, 2009 announcement, the administration announced that it would offer us adequate working capital financing for a period of 60 days while it worked with us to develop and implement a more accelerated and aggressive restructuring that would provide us with a sound long-term foundation. On March 31, 2009, we and the U.S. Treasury entered into amendments to the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement to postpone the Certification Deadline to June 1, 2009 and, with respect to the First U.S. Treasury Loan Agreement, to also postpone the deadline by which we are required to provide the Company Report (as defined below) to June 1, 2009. We and the U.S. Treasury entered into an amendment to the First U.S. Treasury Loan Agreement, pursuant to which, among other things, the U.S. Treasury agreed to provide us with $2.0 billion in additional working capital loans under the First U.S. Treasury Loan Agreement and we borrowed $2.0 billion on April 24, 2009. In connection with the amendment to provide the $2.0 billion of additional loans, we issued to the U.S. Treasury a promissory note in an aggregate principal amount of $133.4 million as part of the compensation for the additional loans. We refer to the debt incurred

under the First U.S. Treasury Loan Agreement, the Second U.S. Treasury Loan Agreement and any other debt issued or owed to the U.S. Treasury in connection with those loan agreements (including any additional debt that may be incurred after the date hereof in connection with the foregoing but excluding any debt incurred in connection with the Receivables Program and U.S. Government Warranty Program, each as defined below), as the "U.S. Treasury Debt."

On April 6, 2009, the U.S. Department of Energy (the "Department of Energy") determined that we did not meet the financial viability requirements to qualify for federal funding ("Section 136 Loans") of our advanced technology vehicle programs under Section 136 of EISA. The Department of Energy's determination was based on the U.S. Treasury's response to our Viability Plan we submitted to the U.S. Treasury on February 17, 2009. We expect that the Department of Energy will determine that we meet the viability requirements under EISA if the U.S. Treasury approves our current Viability Plan.

***Changes in Management***

On March 29, 2009, G. Richard Wagoner, Jr. announced his resignation as Chairman and Chief Executive Officer of GM. Following Mr. Wagoner's resignation, Kent Kresa was named interim Chairman and Frederick A. Henderson was named Chief Executive Officer. At the same time, we announced our intention to reconstitute our board of directors such that new directors will make up the majority of the board.

***Automotive Supplier Financing***

On March 19, 2009, the U.S. Treasury announced that it will provide up to $5 billion in financial assistance to automotive suppliers by guaranteeing or purchasing certain of the receivables payable by us. On April 3, 2009, GM Supplier Receivables LLC ("GM Receivables") and the U.S. Treasury entered into various agreements to establish our participation in the program (the "Receivables Program"). The Receivables Program is expected to operate for up to one year and may, at the U.S. Treasury's direction, be extended for a longer term. We have begun the process of qualifying certain suppliers of goods and services to participate in the Receivables Program.

In order to fund these purchases of receivables and operate the Receivables Program, it is expected that we will make equity contributions to GM Receivables of up to $175 million, and the U.S. Treasury will loan up to $3.5 billion to GM Receivables.

***U.S. Government Warranty Program***

On March 30, 2009, the U.S. Government announced that it will create a warranty program pursuant to which a separate account will be created and funded with cash contributed by us and a loan from the U.S. Treasury to pay for repairs covered by our warranty on each new vehicle sold by us during our restructuring period. It is expected that the cash contributions from us and the loan from the U.S. Treasury will total 125% of the costs projected by us that are required to satisfy anticipated claims under the warranty issued on those vehicles. We have agreed to participate in the program and to contribute a portion of the cash required to cover the projected costs of anticipated warranty claims for each vehicle covered by the program.

***Foreign Restructuring Activities***

*Saab.* Saab filed for reorganization protection under the laws of Sweden in February 2009. In connection with this reorganization, we have contacted a number of bidders and have provided them with information regarding Saab's operations. Saab may receive third party financing, but we do not intend to make any additional investment in Saab.

*Canada.* In March 2009, we reached an agreement with the Canadian Auto Workers Union, which we expect will reduce the legacy costs associated with General Motors of Canada Limited's operations by

approximately C$930 million. This agreement is contingent upon our successfully receiving funding from the government of Canada for our Canadian operations. We are currently in advanced discussions with the government of Canada with respect to such funding. Final terms and conditions are still to be determined but we expect to reach an agreement shortly.

*Europe.* We continue to work towards a restructuring of our German and certain other European operations, which could include a third party investment in a new vehicle manufacturing company that would own all or a significant part of our European operations. We are currently in talks with the German government and several parties with respect to such an investment. If consummated, this restructuring could significantly reduce our ownership interest and control over our European operations.

*Other Countries*. We are engaged in discussions with governments in various other foreign countries in which we operate regarding financial support for foreign operations.

We cannot assure you that we will be successful in obtaining financial support from any foreign governments or successfully restructuring any of our foreign operations. See "*Risk Factors—Risks Relating to Our Viability Plan and Our Business—The success of our Viability Plan and our ability to continue as a going concern depend on our ability to obtain significant additional funding from the United States and certain foreign governments*."

***Strategic Initiatives***

We believe that the continuing downturn in the global automotive industry is likely to cause significant changes in ownership and consolidation among vehicle manufacturers and other industry participants. We are currently considering a wide range of shared interest and comprehensive restructuring opportunities on a national and global basis, such as possible transactions with other vehicle manufacturers, including finding an outside investor in Adam Opel GmbH (one of our existing German subsidiaries). Any strategic initiatives, domestic or foreign, if consummated, could be material to us. See "*Risk Factors—Risks Relating to Our Viability Plan and Our Business—Our Viability Plan contemplates that we restructure our operations in various foreign countries but we may not succeed in doing so and that could have a material adverse effect on our business*."

**Relationship with GMAC**

A significant portion of the financing received by our dealers and customers is provided through GMAC, the successor to General Motors Acceptance Corporation. GMAC was our wholly owned subsidiary until November 30, 2006, when we sold a 51% controlling ownership interest in GMAC to a consortium of investors ("FIM Holdings"). GMAC provides a broad range of financial services, including consumer vehicle financing, automotive dealership and other commercial financing, residential mortgage services, automobile service contracts, personal automobile insurance coverage and selected commercial insurance coverage.

As a result of the financial market turmoil and depressed economy, GMAC had been facing significant income and liquidity challenges that adversely affected both the value of our investment in GMAC and the extent to which GMAC was able to provide financing to GM dealers and customers. Consequently, GMAC had reduced its financing of vehicle sales and leases, including completely exiting the retail vehicle financing business in certain international markets. These developments in turn made it harder for our customers to find financing and resulted in lost sales for us. These developments also make it harder for our dealers to finance vehicle purchases from us.

On December 24, 2008, GMAC's application to become a bank holding company was approved by the Board of Governors of the Federal Reserve System. As a bank holding company, GMAC has indicated that it is better positioned to lend to auto and mortgage consumers and businesses such as automotive dealers; however, bank holding company status alone will not allow GMAC to meet all of our consumer and wholesale dealer funding needs.

In December 2008, we and FIM Holdings entered into a subscription agreement with GMAC under which we agreed to purchase additional common membership interests in GMAC. The U.S. Treasury had committed to provide us with additional funding in order to purchase the additional common membership interests in GMAC. In January 2009, we borrowed $884.0 million from the U.S. Treasury under the Second U.S. Treasury Loan Agreement and utilized those funds to purchase 190,921 Common Membership Interests of GMAC. As a result of the purchase, our interest in GMAC's Common Membership Interests increased from 49% to 59.9%. Borrowings under the Second U.S. Treasury Loan Agreement are secured by our common and preferred membership interests in GMAC. As part of this loan agreement, the U.S. Treasury has the option to convert outstanding amounts under this loan agreement into Common Membership Interests of GMAC on a pro rata basis. In connection with the conversion of GMAC to a bank holding company, we committed to the Board of Governors of the Federal Reserve System that we would reduce our ownership interest in GMAC to less than 10 percent of the voting and total equity interest of GMAC by December 24, 2011. Pursuant to our understanding with the U.S. Treasury, all but 7.4% of our common equity interest will be placed in one or more trusts by May 22, 2009, for ultimate disposition. The trustee(s) will be independent from us, and will be responsible for disposing of the GMAC common equity interests held in trust. We will be the beneficial owner of these trusts, but the trusts' assets will be controlled by the applicable trustee. The trusts must dispose of the shares within three years. In addition, we have agreed not to exercise any controlling influence over GMAC and all GM-affiliated members of the GMAC board of managers have resigned. We continue to account for GMAC using the equity method of accounting.

Our principal executive offices are located at 300 Renaissance Center, Detroit, Michigan 48265-3000. Our telephone number at that address is (313) 556-5000.

**Summary of the Restructuring**

**Background of the Restructuring**

Reflecting a dramatic deterioration in economic and market conditions during 2008, new vehicle sales in the United States declined rapidly, falling to their lowest per-capita levels in more than 50 years. During this period, our revenues fell precipitously due to the deteriorating market conditions and in part reflecting escalating public speculation about a potential bankruptcy. This decrease in revenues resulted in a significant decline in our liquidity. We determined that despite the far reaching actions we were then undertaking to restructure our U.S. business, our liquidity would fall to levels below that needed to operate, and we were compelled to request financial assistance from the U.S. Government.

**U.S. Treasury Loan Agreements and Our Viability Plan**

On December 2, 2008, we submitted a restructuring plan for long-term viability to the Senate Banking Committee and the House of Representatives Financial Services Committee. As part of that submission and in order to bridge to more normal market conditions, we requested temporary federal assistance of $18.0 billion, comprised of a $12.0 billion term loan and a $6.0 billion line of credit to sustain operations and accelerate implementation of our restructuring.

Following that submission, we entered into negotiations with the U.S. Treasury and on December 31, 2008, we and certain of our domestic subsidiaries entered into the First U.S. Treasury Loan Agreement with the U.S. Treasury pursuant to which the U.S. Treasury agreed to provide us with a $13.4 billion secured term loan facility. We borrowed $4.0 billion under this facility on December 31, 2008, $5.4 billion on January 21, 2009 and $4.0 billion on February 17, 2009. In connection with the initial funding under the facility, we issued to the U.S. Treasury a warrant initially exercisable for 122,035,597 shares of our common stock, subject to adjustment, and the U.S. Treasury Promissory Note in an aggregate principal amount of $748.6 million as part of the compensation for the loans initially provided by the U.S. Treasury. On January 16, 2009, we entered into the Second U.S. Treasury Loan Agreement, pursuant to which we borrowed $884.0 million from the U.S. Treasury and applied the proceeds of the loan to purchase additional membership interests in GMAC, increasing our common equity interest in GMAC from 49% to 59.9%.

As a condition to obtaining the loans under the First U.S. Treasury Loan Agreement, we agreed to submit on or before February 17, 2009 a Viability Plan that included specific actions intended to result in the following:

- repayment of all loans made under the First U.S. Treasury Loan Agreement, together with all interest thereon and reasonable fees and out-of-pocket expenses incurred in connection therewith and all other financings extended by the U.S. government;
- compliance with federal fuel efficiency and emissions requirements and commencement of domestic manufacturing of advanced technology vehicles;
- achievement of a positive net present value, using reasonable assumptions and taking into account all existing and projected future costs;
- rationalization of costs, capitalization and capacity with respect to our manufacturing workforce, suppliers and dealerships; and
- a product mix and cost structure that is competitive in the U.S. marketplace.

Key aspects of the Viability Plan we submitted on February 17, 2009 (sometimes referred to as the "February 17 Viability Plan") as well as of our current Viability Plan are described under "*The Restructuring—Viability Plan.*"

The First U.S. Treasury Loan Agreement also required us to, among other things, use our best efforts to achieve the following restructuring targets:

*Debt Reduction*

- reduction of our outstanding unsecured public debt by not less than two-thirds through conversion of existing public debt into equity, debt and/or cash or by other appropriate means;

*Labor Modifications*

- reduction of the total amount of compensation, including wages and benefits, paid to our U.S. employees so that, by no later than December 31, 2009, the average of such total amount, per hour and per person, is an amount that is competitive with the average total amount of such compensation, as certified by the Secretary of the United States Department of Labor, paid per hour and per person to employees of Nissan, Toyota or Honda whose site of employment is in the United States;

- elimination of the payment of any compensation or benefits to our or our subsidiaries' U.S. employees who have been fired, laid-off, furloughed or idled, other than customary severance pay;

- application, by December 31, 2009, of work rules for our and our subsidiaries' U.S. employees, in a manner that is competitive with the work rules for employees of Nissan, Toyota or Honda whose site of employment is in the United States; and

*VEBA Modifications*

- modification of our retiree healthcare obligations to the New VEBA arising under the VEBA settlement agreement such that payment or contribution of not less than one-half of the value of each future payment or contribution made by us to the New VEBA shall be made in the form of GM common stock, with the value of any such payment or contribution not to exceed the amount that was required for such period under the VEBA settlement agreement.

The First U.S. Treasury Loan Agreement required us to submit to the President's Designee, by March 31, 2009, a report (the "Company Report") detailing, among other things, the progress we had made in implementing our Viability Plan, including evidence satisfactory to the President's Designee that (a) the required Labor Modifications had been approved by the members of the leadership of each major U.S. labor organization that represents our employees, (b) all necessary approvals of the required VEBA modifications, other than judicial and regulatory approvals, had been received and (c) an exchange offer to implement the debt reduction had been commenced.

In addition, the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement provided that if, by March 31, 2009 or a later date (not to exceed 30 days after March 31, 2009) as determined by the President's Designee (the "Certification Deadline"), the President's Designee had not certified that we had taken all steps necessary to achieve and sustain our long-term viability, international competitiveness and energy efficiency in accordance with our Viability Plan, then the loans and other obligations under the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement were to become due and payable on the thirtieth day after the Certification Deadline.

On March 30, 2009, the President's Designee found that our Viability Plan, in its then-current form, was not viable and would need to be revised substantially in order to lead to a viable GM. The President's Designee also concluded that certain steps required to be taken by March 31, 2009 under the First U.S. Treasury Loan Agreement, including receiving approval of the required Labor Modifications by members of our unions, obtaining receipt of all necessary approvals of the required VEBA modifications (other than regulatory and judicial approvals) and commencing the exchange offers to implement the required debt reduction, had not been completed, and as a result, we had not satisfied the terms of the First U.S. Treasury Loan Agreement.

A statement released by the U.S. government with respect to the President's Designee's viability determination (the "Viability Determination Statement") indicated that while many factors had been considered when assessing viability, the most fundamental benchmark that a business must meet to be considered viable was its ability—after accounting for spending on research and development and capital expenditures necessary to maintain and enhance its competitive position—to generate positive cash flow and earn an adequate return on capital over the course of a normal business cycle. The Viability Determination Statement noted that our Viability Plan assumed that we would continue to experience negative free cash flow (before financing, but after legacy obligations) through the projection period specified in our Viability Plan, thus failing this fundamental test for viability.

The Viability Determination Statement noted that we were in the early stages of an operational turnaround in which we had made material progress in a number of areas, including purchasing, product design, manufacturing, brand rationalization and dealer network. However, the Viability Determination Statement also indicated that it was important to recognize that a great deal of additional progress needed to be made, and that our plan was based on, in its view, assumptions that would be challenging in the absence of a more aggressive restructuring, including assumptions with respect to market share, price, brands and dealers, product mix and cash needs associated with legacy liabilities. In this regard, the Viability Determination Statement noted that:

- our plan contemplated that each of our restructuring initiatives will continue well into the future, in some cases until 2014, before they are complete and it concluded that "the slow pace at which [the] turnaround is progressing undermines [GM's] ability to compete against large, highly capable and well-funded competitors";

- "given the slow pace of the turnaround, the assumptions in GM's business plan are too optimistic"; and

- even under "optimistic assumptions [GM] [will] remain breakeven, at best, on a free cash flow basis through the projection period, thus failing the fundamental test of viability."

In conjunction with the March 30, 2009 announcement, the administration announced that it would offer us adequate working capital financing for a period of 60 days while it worked with us to develop and implement a more accelerated and aggressive restructuring that would provide us with a sound long-term foundation. On March 31, 2009, we and the U.S. Treasury entered into amendments to the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement to postpone the Certification Deadline to June 1, 2009 and, with respect to the First U.S. Treasury Loan Agreement, to also postpone the deadline by which we are required to provide the Company Report to June 1, 2009. We and the U.S. Treasury entered into an amendment to the First U.S. Treasury Loan Agreement, pursuant to which, among other things, the U.S. Treasury agreed to provide us with $2.0 billion in additional working capital loans under the First U.S. Treasury Loan Agreement and we borrowed $2.0 billion on April 24, 2009. In connection with the amendment to provide the $2.0 billion of additional loans, we issued to the U.S. Treasury a promissory note in an aggregate principal amount of $133.4 million as part of the compensation for the additional loans.

In response to the Viability Determination Statement, we have made further modifications to our Viability Plan to satisfy the President's Designee's requirement that we undertake a substantially more accelerated and aggressive restructuring plan, including by revising our operating plan to take more aggressive action and by increasing the amount of the debt reduction that we will seek to achieve beyond that originally required by the First U.S. Treasury Loan Agreement.

We believe that offering only equity consideration in the exchange offers and seeking to reduce our outstanding public indebtedness by more than the two-thirds originally required under the First U.S. Treasury Loan Agreement will be a key factor in satisfying our debt reduction objectives set forth in our Viability Plan and in demonstrating our ability to achieve and sustain long-term viability as required by the First U.S. Treasury Loan Agreement and thus, in ultimately obtaining the required certification from the President's Designee.

Accordingly, we currently believe, and our Viability Plan assumes, that at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of the outstanding old notes (including at least 90% of the aggregate principal amount of the outstanding old Series D notes) will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes) in order to satisfy the U.S. Treasury Condition. Whether this level of participation in the exchange offers will be required (or sufficient) to satisfy the U.S. Treasury Condition will ultimately be determined by the U.S. Treasury. The actual level of participation in the exchange offers may be different than what we have assumed, and this difference may be material.

We are currently in discussions with the U.S. Treasury regarding the terms of a potential restructuring of our debt obligations owed to it under the U.S. Treasury Debt, pursuant to which the U.S. Treasury would exchange at least 50% of our outstanding U.S. Treasury Debt at June 1, 2009 for GM common stock (the "U.S. Treasury Debt Conversion"). These discussions are ongoing and the U.S. Treasury has not agreed or indicated a willingness to agree, to any specific level of debt reduction. For purposes of this prospectus, GM has set as a condition to the closing of the exchange offers that the U.S. Treasury Debt Conversion provide for the issuance of GM common stock to the U.S. Treasury (or its designee) in exchange for (a) full satisfaction and cancellation of at least 50% of our outstanding U.S. Treasury Debt at June 1, 2009 (such 50% currently estimated to be approximately $10 billion) and (b) full satisfaction and cancellation of our obligations under the warrant issued to the U.S. Treasury.

In addition, we and the U.S. Treasury are currently in discussions with the UAW and the VEBA-settlement class representative regarding the terms of the required VEBA modifications. Although these discussions are ongoing, for purposes of this prospectus, GM has set as a condition to the closing of the exchange offers that the proposed VEBA modifications meet certain requirements that go beyond the VEBA modifications required under the First U.S. Treasury Loan Agreement. The VEBA modifications that will be required as a condition to the closing of the exchange offers would provide for the restructuring of the approximately $20 billion present value (the "settlement amount") of obligations we owe under the VEBA settlement agreement. The settlement amount consists of (a) approximately $1.4 billion, which represents the total amount of our obligations to continue to provide post-retirement health care coverage under the GM plan from July 1, 2009 to December 31, 2009 (which would not be addressed by the VEBA modifications required under the First U.S. Treasury Loan Agreement) and (b) approximately $18.6 billion, which represents the present value of the future payments to the New VEBA as required under the VEBA settlement agreement. Our closing condition regarding the VEBA modifications (on such terms, the "VEBA Modifications") would provide that:

- at least 50% of the settlement amount (approximately $10 billion) will be extinguished in exchange for GM common stock; and

- cash installments will be paid in respect of the remaining approximately $10 billion settlement amount over a period of time, with such amounts and period to be agreed but together having a present value equal to the remaining settlement amount.

We have not reached an agreement with respect to either the U.S. Treasury Debt Conversion or the VEBA Modifications. The actual terms of the U.S. Treasury Debt Conversion and the VEBA Modifications are subject to ongoing discussions among GM, the UAW, the U.S. Treasury and the VEBA-settlement class representative, and there is no assurance that any agreement will be reached on the terms described above or at all. However, an agreement with respect to both the U.S. Treasury Debt Conversion and the VEBA Modifications is a condition to the exchange offers, and the terms of the U.S. Treasury Debt Conversion and the VEBA Modifications must satisfy the minimum conditions described above. We have set as a condition to the exchange offers that the terms of the VEBA Modifications shall be satisfactory to the U.S. Treasury.

The aggregate amount of GM common stock to be issued to the U.S. Treasury (or its designee) pursuant to the U.S. Treasury Debt Conversion and to the New VEBA pursuant to the VEBA Modifications will be approximately 54.4 billion shares, which would represent approximately 89% of the pro forma outstanding GM

common stock (assuming full participation in the exchange offers) with the final allocation between the U.S. Treasury (or its designee) and the New VEBA to be determined in the future. However, as a condition to closing the exchange offers, subject to the overall limit of approximately 89% of the pro forma outstanding GM common stock to be issued to the U.S. Treasury (or its designee) and the New VEBA in the aggregate, the U.S. Treasury (or its designee) will hold at least 50% of the aggregate amount of pro forma outstanding GM common stock. Of the remaining pro forma outstanding GM common stock (assuming full participation in the exchange offers), holders of old notes would represent approximately 10%, and existing GM common stockholders would represent approximately 1%.

We determined the foregoing GM common stock allocations following discussions with the U.S. Treasury where the U.S. Treasury indicated that it would not be supportive of higher allocations to the holders of old notes or to existing GM common stockholders.

We will disclose the terms of any agreement reached with respect to either the U.S. Treasury Debt Conversion or the VEBA Modifications and currently expect to be able to do so prior to the withdrawal deadline of the exchange offers. In the event the terms of these agreements do not satisfy the closing conditions and as a result we decide to waive a condition or otherwise amend the terms of the exchange offers, we will provide notice of the waiver or amendment, disseminate additional offer documents, extend the exchange offers and extend (or reinstate) withdrawal rights as we determine necessary and to the extent required by law.

Modification of the VEBA settlement agreement to give effect to the VEBA Modifications will require the approval of the VEBA-settlement class representative as well as the approval of the U.S. District Court for the Eastern District of Michigan. The VEBA Modifications will also require ratification by The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "UAW"). Receipt of necessary judicial and regulatory approvals of the VEBA Modifications are a condition precedent to the consummation of the exchange offers. Prior regulatory approval of the U.S. Department of Labor will not be required for the VEBA Modifications and consequently will not be a condition to the exchange offers. See "*Risk Factors—Risks Related to the Exchange Offer—Approval of the VEBA Modifications is subject to appeal and such modifications could be entirely unwound. Implementing the VEBA Modifications may require us to use an alternative structure to comply with ERISA rules and we cannot assure you the structure will not violate these rules*."

A summary of additional actions being taken with respect to each of the other key elements of our Viability Plan is set forth under "*The Restructuring—Viability Plan.*"

**Future Liquidity Requirements and Requests for Additional Funding**

In the February 17 Viability Plan we submitted to the President's Designee pursuant to the First U.S. Treasury Loan Agreement, we forecasted a need for funding from the U.S. Treasury of $22.5 billion under our baseline scenario and $30.0 billion under our downside scenario (in each case including the $13.4 billion then outstanding under the First U.S. Treasury Loan Agreements, but not including the $748.6 million promissory note we issued to the U.S. Treasury as part of the compensation for the loans thereunder and the $884.0 million we borrowed to purchase additional membership interests in GMAC). In order to execute our current Viability Plan, we currently forecast a need for U.S. Treasury funding totaling $27.0 billion, representing the $22.5 billion requested in our February 17 Viability Plan submission under our baseline scenario, plus an additional $4.5 billion needed to implement incremental restructuring actions, cover higher projected negative operating cash flow primarily due to lower forecasted vehicle sale volumes in North America, and to compensate for lower than originally forecasted proceeds from asset sales and other sources of financing, including Department of Energy Section 136 Loans for production of advanced technology vehicles and components. Our current Viability Plan assumes that we receive $5.7 billion of Section 136 Loans and an additional $5.6 billion in funding from foreign governments.

As discussed above, the U.S. Treasury agreed to provide us with $2.0 billion of additional working capital loans and we borrowed $2.0 billion on April 24, 2009. As part of the compensation for these loans, we issued to the U.S. Treasury a promissory note in an aggregate principal amount of $133.4 million. We currently expect that we will need an additional $2.6 billion of working capital loans prior to June 1, 2009. We cannot assure you that the U.S. Treasury will provide the additional $2.6 billion of loans. If we were to receive the additional $2.6 billion of loans, we expect we would be required to issue to the U.S. Treasury a promissory note in an aggregate principal amount of $173.4 million as part of the compensation for these loans.

If we receive the additional $2.6 billion of loans and issue the additional $173.4 million promissory note to the U.S. Treasury in connection with those loans, as of June 1, 2009 we would have received loans from the U.S. Treasury of $18.0 billion (excluding the $884.0 million we borrowed to purchase additional membership interests in GMAC) and issued promissory notes in an aggregate principal amount of $1.1 billion as part of the compensation to the U.S. Treasury for these loans, and as a result, the total outstanding U.S. Treasury Debt would be approximately $20 billion. Under the terms of the U.S. Treasury Debt Conversion, at least 50% of the U.S. Treasury Debt outstanding at June 1, 2009 (including the $884.0 million we borrowed to purchase additional membership interests in GMAC and the other promissory notes we issued to the U.S. Treasury as part of the compensation for the loans provided to us), would be exchanged for new shares of GM common stock.

In our Viability Plan, we currently forecast that, after June 1, 2009, we will require an additional $9.0 billion of U.S. Treasury funding. We expect that if we were to receive this additional funding, we would be required to issue to the U.S. Treasury promissory notes in an aggregate principal amount of $600.3 million as part of the compensation for this funding. We have proposed that the U.S. Treasury commit to provide this additional $9.0 billion funding, together with the additional $2.6 billion referred to above, to us under, or on terms similar to those under, the existing U.S. Treasury Loan Agreements (we refer to the commitment to provide this total of $11.6 billion of additional financing as the “U.S. Treasury Financing Commitment”). We cannot assure you that the U.S. Treasury will provide the additional $2.6 billion and $9.0 billion of funding. The receipt of the U.S. Treasury Financing Commitment on commercially reasonable terms is a condition to the exchange offers. Assuming the exchange of 50% of our outstanding U.S. Treasury Debt at June 1, 2009 (such 50% currently estimated to be approximately $10 billion) and our receipt of the additional $9.0 billion, our total outstanding U.S. Treasury Debt would be $19.6 billion.

**Forbearance, Waiver and Extension with Respect to Old Series D Notes**

We currently have approximately $1 billion of outstanding old Series D notes, which mature on June 1, 2009. By tendering, and not validly withdrawing, their old Series D notes, holders of old Series D notes will irrevocably agree pursuant to the Forbearance, Waiver and Extension, in the event the exchange offers are extended beyond June 1, 2009, to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and waive any and all of the rights and remedies available to such holders under such old Series D notes or the indenture governing such old Series D notes, in each case until the Forbearance, Waiver and Extension Termination Date, which is the date of the earlier of (a) the termination of the exchange offers (including in the event GM files a petition for relief under the U.S. Bankruptcy Code) and (b) the consummation of the exchange offers. At the Forbearance, Waiver and Extension Termination Date, the Forbearance, Waiver and Extension will expire and any and all principal and interest amounts otherwise due under any old Series D notes that remain outstanding (*i.e.*, any old Series D notes not accepted for exchange in the exchange offers) will become immediately due and payable. However, in the event that the exchange offers are extended beyond June 1, 2009, but a sufficient principal amount of the old Series D notes has not been tendered in the exchange offers prior to such date to satisfy the U.S. Treasury Condition, or if we would be required to pay a significant amount upon maturity of the old Series D notes, then we may be unable to or choose not to repay the old Series D notes at maturity. A default in payment at maturity in respect of old Series D notes could potentially trigger a cross default, directly or indirectly, under the agreements governing certain of our

other material indebtedness, including our revolving credit and term loan agreements and the U.S. Treasury Loan Agreements. In such circumstances, we would have insufficient liquidity to pay such accelerated indebtedness as it becomes due, which would likely force us to terminate the exchange offers and seek relief under the U.S. Bankruptcy Code.

**Bankruptcy Relief**

In the event we have not received prior to June 1, 2009 sufficient tenders of old notes, including the old Series D notes, to consummate the exchange offers, we currently expect to seek relief under the U.S. Bankruptcy Code. This relief may include (i) seeking bankruptcy court approval for the sale of most or substantially all of our assets pursuant to section 363(b) of the U.S. Bankruptcy Code to a new operating company, and a subsequent liquidation of the remaining assets in the bankruptcy case; (ii) pursuing a plan of reorganization (where votes for the plan are solicited from certain classes of creditors prior to a bankruptcy filing) that we would seek to confirm (or "cram down") despite the deemed rejection of the plan by the class of holders of old notes; or (iii) seeking another form of bankruptcy relief, all of which involve uncertainties, potential delays and litigation risks. We are considering these alternatives in consultation with the U.S. Treasury, our largest lender. See "*Bankruptcy Relief*."

For a more complete description of the risks relating to our failure to consummate the exchange offers, see "*Risk Factors—Risks Related to Failure to Consummate the Exchange Offers*."

**General Motors Nova Scotia Finance Company**

GM Nova Scotia is the issuer of the old GM Nova Scotia notes, which are guaranteed by GM and subject to the exchange offers. GM Nova Scotia, incorporated on September 28, 2001 as a Nova Scotia unlimited company, is a direct, wholly-owned subsidiary of GM. GM Nova Scotia has no independent operations other than acting as a finance company for GM and its affiliates. GM Nova Scotia has assets consisting of two unsecured intercompany loans to General Motors of Canada Limited with a face value of approximately C$1.33 billion ("GMCL Intercompany Loans"). GM Nova Scotia is also party to two currency swap agreements with GM, pursuant to which GM Nova Scotia pays Canadian dollars and receives pounds sterling. As of March 31, 2009, GM Nova Scotia would owe a net liability of approximately C$632 million to GM under the swaps, if the swaps were terminated as of such date. See "*Description of General Motors Nova Scotia Finance Company*."

GM Nova Scotia is jointly making the exchange offers with GM in respect of the exchange offers for the old GM Nova Scotia notes. The exchange consideration being offered to holders of old GM Nova Scotia notes is the same as that being offered to holders of old GM notes. Old GM Nova Scotia notes acquired pursuant to the exchange offers or redeemed pursuant to the call option will be cancelled upon receipt by GM Nova Scotia.

In the event that we were to seek relief under the U.S. Bankruptcy Code, only the guarantee by GM of the old GM Nova Scotia notes would potentially be discharged in GM's reorganization case. The old GM Nova Scotia notes would not be cancelled and the holders thereof would not be precluded by a GM reorganization case from seeking payment from GM Nova Scotia for the balance due under the old GM Nova Scotia notes. In addition, because GM Nova Scotia is an "unlimited company," under Nova Scotia corporate law, if GM Nova Scotia is "wound up" (which includes liquidation and likely includes bankruptcy), the liquidator or trustee in bankruptcy may be able to assert a claim against GM, the shareholder of GM Nova Scotia, to contribute to GM Nova Scotia an amount sufficient for GM Nova Scotia to pay its debts and liabilities, including amounts equal to any amounts outstanding under the old GM Nova Scotia notes. It is possible that such claim for contribution may be impaired in the event GM seeks relief under the U.S. Bankruptcy Code. In addition, in the event that we were to seek relief under the U.S. Bankruptcy Code, General Motors of Canada Limited and/or GM Nova Scotia may decide to seek relief under applicable Canadian bankruptcy law, in which case the GMCL Intercompany Loans may be impaired. Each of the foregoing events may adversely affect the recovery holders of old GM Nova Scotia notes may receive on account of their old notes.

**Summary of the Exchange Offers and Consent Solicitations**

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| Offerors | General Motors Corporation and, in the case of the offer for old GM Nova Scotia notes, General Motors Corporation and General Motors Nova Scotia Finance Company, acting jointly. |
| Securities Subject to Exchange Offers | Each series of old notes set forth in the summary offering table on the inside front cover of this prospectus. |
| The Exchange Offers | Upon the terms and subject to the conditions set forth in this prospectus and the related letter of transmittal (or form of electronic instruction notice, in the case of old notes held through Euroclear or Clearstream) as each may be amended from time to time, GM is offering to exchange 225 shares of GM common stock for each 1,000 U.S. dollar equivalent of principal amount (or accreted value as of the settlement date, if applicable) of old notes.<br><br>Assuming full participation in the exchange offers, holders of old notes tendered in the exchange offers will receive, in the aggregate, approximately 6.1 billion shares of GM common stock, which would represent approximately 10% of the pro forma outstanding GM common stock.<br><br>In addition, (a) GM will pay, in cash, accrued interest on the old GM notes, other than the discount notes and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes, in each case, from and including the most recent interest payment date to, but not including, the settlement date.<br><br>For purposes of determining the exchange consideration to be received in exchange for non-USD old notes (including in respect of non-USD old notes redeemed pursuant to the call option), an equivalent U.S. dollar principal amount of each tender of such non-USD old notes will be determined by converting the principal amount of such tender to U.S. dollars using the applicable currency exchange rate displayed on the Reuters Screen that corresponds to one of the following symbols:<br><br>(a) “EURUSDFIXM=WM,” in the case of non-USD old notes denominated in Euro, or<br><br>(b) “GBPUSDFIXM=WM,” in the case of non-USD old notes denominated in pounds sterling;<br><br>in each case as of the time with reference to which WM Company calculates the fixing price of the applicable currency exchange rate reflected on the applicable Reuters Screen (currently at or around 4:00 p.m. London time), on the business day prior to the expiration date of the exchange offers. This equivalent U.S. dollar principal amount will be used in all cases when determining the exchange consideration to be received pursuant to the exchange offers (and the consideration to be delivered pursuant to the call option). |

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| | The aggregate number of shares of GM common stock to be issued in connection with the exchange offers will depend in part on the exchange rates of Euro and pounds sterling to U.S. dollars in effect on the business day prior to the expiration date of the exchange offers. Unless otherwise indicated, all aggregate share numbers contained in this prospectus related to the exchange offers are based on such exchange rates in effect on April 22, 2009.<br><br>We may, in our absolute discretion, amend or modify the terms of the exchange offers (including by changing the exchange consideration offered) applicable to one or more series of old notes without amending or modifying the terms of the exchange offers applicable to any other series of old notes.<br><br>There is no requirement for an individual holder to tender a minimum principal amount of old notes in the exchange offers. However, where, in connection with the exchange offers or as a result of the reverse stock split, a tendering holder of old notes would otherwise be entitled to receive a fractional share of GM common stock, the number of shares of GM common stock to be received by such holder will be rounded down to the nearest whole number and no cash or other consideration will be delivered to such holder in lieu of such rounded down amount.<br><br>See "*The Exchange Offers and Consent Solicitations—Terms of the Exchange Offers*" for more information. |
| Consequences of Failure to Consummate Exchange Offers | In the event we have not received prior to June 1, 2009 sufficient tenders of old notes, including the old Series D notes, to consummate the exchange offers, we currently expect to seek relief under the U.S. Bankruptcy Code. This relief may include (i) seeking bankruptcy court approval for the sale of most or substantially all of our assets pursuant to section 363(b) of the U.S. Bankruptcy Code to a new operating company, and a subsequent liquidation of the remaining assets in the bankruptcy case; (ii) pursuing a plan of reorganization (where votes for the plan are solicited from certain classes of creditors prior to a bankruptcy filing) that we would seek to confirm (or "cram down") despite the deemed rejection of the plan by the class of holders of old notes; or (iii) seeking another form of bankruptcy relief, all of which involve uncertainties, potential delays and litigation risks. We are considering these alternatives in consultation with the U.S. Treasury, our largest lender. If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes. See "*Bankruptcy Relief*."<br><br>For a more complete description of the risks relating to our failure to consummate the exchange offers, see "*—Risks Related to Failure to Consummate the Exchange Offers—If the exchange offers are not* |

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| | *consummated, we currently expect to seek relief under the U.S. Bankruptcy Code. If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes*." |
| Forbearance, Waiver and Extension by Holders of Old Series D Notes | By tendering, and not validly withdrawing, their old Series D notes, holders of old Series D notes will irrevocably agree pursuant to the Forbearance, Waiver and Extension, in the event the exchange offers are extended beyond June 1, 2009, to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and waive any and all of the rights and remedies available to such holders under such old Series D notes or the indenture governing such old Series D notes, in each case until the Forbearance, Waiver and Extension Termination Date, which is the date of the earlier of (a) the termination of the exchange offers (including in the event GM files a petition for relief under the U.S. Bankruptcy Code) and (b) the consummation of the exchange offers. At the Forbearance, Waiver and Extension Termination Date, the Forbearance, Waiver and Extension will expire and any and all principal and interest amounts otherwise due under any old Series D notes that remain outstanding (*i.e.*, any old Series D notes not accepted for exchange in the exchange offers) will become immediately due and payable. The Forbearance, Waiver and Extension will attach to any old Series D notes that have been tendered in the exchange offers and not validly withdrawn on or prior to the Attachment Date, which is May 26, 2009 (the date set initially as the withdrawal deadline), or such later date as the registration statement of which this prospectus forms a part is declared effective or as GM in its absolute discretion may determine. The Attachment Date will also be the expiration and settlement dates for the exchange offer that we are making in which we are offering to exchange amended Series D notes (old Series D notes to which the Forbearance, Waiver and Extension have attached and which will not mature until the Forbearance, Waiver and Extension Termination Date) for old Series D notes. By having tendered, and not validly withdrawn, their old Series D notes as of the Attachment Date, such holders shall consent to the attachment of the Forbearance, Waiver and Extension to their old Series D notes, and GM may in its absolute discretion enter into a supplemental indenture as of the Attachment Date or take such other action as it determines is appropriate (including by assigning a temporary or different CUSIP number to such old Series D notes) to evidence the attachment of the Forbearance, Waiver and Extension; such holders shall also be deemed to have tendered any amended Series D notes issued, or deemed issued by GM in order to implement the Forbearance, Waiver and Extension. If a holder of old Series D notes validly withdraws tendered old Series D notes prior to the Attachment Date, then such old Series D notes will not be subject to the Forbearance, Waiver and Extension. However, if a holder of |

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| | old Series D notes validly withdraws its old Series D notes at any time following the Attachment Date (in the event withdrawal rights have been extended past or reinstated after the Attachment Date), then such old Series D notes, notwithstanding such withdrawal or any subsequent transfer, will continue to be subject to the Forbearance, Waiver and Extension until the Forbearance, Waiver and Extension Termination Date.<br><br>Our solicitation of the agreement of the holders of old Series D notes to the terms of the Forbearance, Waiver and Extension is an exchange offer in which we are offering to exchange amended Series D notes (old Series D notes to which the Forbearance, Waiver and Extension have attached) for old Series D notes. This exchange offer is subject to applicable SEC rules and regulations, including Rule 13e-4 under the Exchange Act. This exchange offer will expire, withdrawal rights with respect to this offer shall terminate, and the settlement date for this offer will occur on, the Attachment Date. |
| Consent Solicitations for USD Old Notes | Concurrently with the exchange offers, we are soliciting the consent of holders of the requisite aggregate principal amount outstanding of each voting class of USD old notes necessary to amend certain of the terms of the debt instruments governing such USD old notes in order to remove substantially all material affirmative and negative covenants and events of default, other than those relating to the obligation to pay principal and interest on such old notes. A holder of USD old notes may not (x) tender its USD old notes pursuant to the applicable exchange offer without consenting to the proposed amendments, or (y) consent to the proposed amendments to the debt instruments governing the USD old notes without tendering its USD old notes pursuant to the applicable exchange offer. The completion, execution and delivery of the related letter of transmittal and consent or the electronic transmittal through ATOP (or delivery of a valid electronic instruction notice), which binds holders of old notes by the terms of the letters of transmittal and consent, in connection with the tender of USD old notes will be deemed to constitute the consent of the tendering holder to the proposed amendments to the debt instruments governing the USD old notes. See "*Proposed Amendments*."<br><br>Written consents of the holders of not less than two-thirds in aggregate principal amount (or, in the case of discount notes, accreted value) of all outstanding USD old notes issued pursuant to the 1990 Indenture or the 1995 Indenture, as the case may be (voting as one class under such indenture and excluding USD old notes held by GM or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with GM), will be required to effect the proposed amendments in respect of such indenture. |

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| Consent Solicitations for Non-USD Old Notes | Concurrently with the exchange offers, we are soliciting consents (which pursuant to the debt instruments governing the non-USD old notes will constitute proxies) of holders of the requisite aggregate principal amount outstanding of each series of non-USD old notes, to be exercised at a meeting of noteholders or an adjourned meeting of noteholders (each as described below), as the case may be, of each such series, approving certain amendments to the debt instruments governing such series of non-USD old notes, including the (a) addition of a call option in such series of non-USD old notes and (b) removal of substantially all material affirmative and negative covenants and events of default other than those relating to the obligation to pay principal and interest on such series of non-USD old notes. The call option will provide that outstanding non-USD old notes of each series may be redeemed at any time at the option of GM or GM Nova Scotia, as the case may be, in return for the exchange consideration offered pursuant to the exchange offers (*i.e.*, 225 shares of GM common stock per 1,000 U.S. dollar equivalent of principal amount of non-USD old notes). In addition, (a) GM will pay, in cash, accrued interest on the Euro old notes called for redemption pursuant to the call option and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes called for redemption pursuant to the call option, in each case from and including the most recent interest payment date to, but not including, the redemption date, which is expected to be the settlement date. We intend to exercise the call option in respect of all non-USD old notes not tendered in the exchange offers immediately upon the effectiveness of the proposed amendments to the debt instruments governing such non-USD old notes, if adopted. From and after the time that we exercise the call option on any series of non-USD old notes, (a) such notes shall be deemed to be discharged, (b) such notes will not be transferable and (c) holders of such notes will have no further rights in respect of those notes other than receipt of the exchange consideration and payment in cash of accrued but unpaid interest on such notes.<br><br>In connection with the proposed amendments to the debt instruments governing the non-USD old notes, we will issue, not less than 21 days in advance, notice of a first meeting of holders of each series of non-USD old notes. At such meeting, if (a) holders of two-thirds of the aggregate principal amount outstanding of such series of non-USD old notes are present and so vote to approve (or in respect of which proxies have been tendered) an extraordinary resolution will be passed to add the call option in such series of non-USD old notes and, (b) holders of more than one-half of the aggregate principal amount outstanding of such series of non-USD old notes are present and so vote to approve (or in respect of which proxies have been tendered), an extraordinary resolution will be passed to approve the removal of substantially all material affirmative and negative covenants and events of default other than the obligation to pay |

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| | principal and interest on such series of non-USD old notes. All extraordinary resolutions passed with respect to a series of non-USD old notes will apply to all non-USD old notes of such series, including those not tendered pursuant to the exchange offers for the non-USD old notes. If the relevant quorums necessary to add the call option and/or approve the other proposed amendments are not achieved at the first meeting in respect of one or more series of non-USD old notes, a notice will be issued for an adjourned meeting of holders of each such series of non-USD old notes, which will take place at least 14 days after the first meeting, where, if holders of more than one-half of the aggregate principal amount outstanding of such series are present and so vote to approve (or in respect of which proxies have been tendered) the extraordinary resolutions to add the call option and to approve the other proposed amendments will be passed in respect of such series of non-USD old notes.<br><br>Except for holders who tender non-USD old notes prior to the date on which the registration statement of which this prospectus forms a part is declared effective, a holder of non-USD old notes may not (a) tender its non-USD old notes pursuant to the relevant exchange offer without consenting to the proposed amendments or (b) consent to the proposed amendments pursuant to the consent solicitations without tendering its non-USD old notes pursuant to the relevant exchange offer for the non-USD old notes. Holders who tender non-USD old notes prior to the date on which the registration statement of which this prospectus forms a part is declared effective will not be deemed to have consented to the proposed amendments. |
| Expiration Date | The exchange offers and consent solicitations will expire at 11:59 p.m., New York City time, on May 26, 2009, unless extended by us (such date and time, as the same may be extended, the "expiration date"). We, in our absolute discretion, may extend the expiration date for the exchange offers for any purpose, including in order to permit the satisfaction or waiver of any or all conditions to the exchange offers. See "*Risks Related to Failure to Consummate the Exchange Offers—We will need to extend the exchange offers beyond the initial expiration date and, you may not be able to withdraw any notes you tender prior to or during such extension.*" |
| Accrued and Unpaid Interest | GM will pay, in cash, accrued interest on the old GM notes, other than the discount notes, and GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes, in each case, from and including the most recent interest payment date to, but not including, the settlement date. |
| Withdrawal of Tenders | You may withdraw your old notes at any time prior to the withdrawal deadline by delivering a written withdrawal instruction to the applicable Clearing System in accordance with the relevant procedures described herein. If you hold your old notes beneficially through a broker, bank or other nominee or custodian, you must instruct your broker, bank, or other nominee or custodian to withdraw |

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| | your old notes prior to the withdrawal deadline. Except in certain circumstances described in "*The Exchange Offers and Consent Solicitations—Withdrawal of Tenders,*" old notes that are validly tendered prior to the withdrawal deadline and that are not validly withdrawn prior to the withdrawal deadline may not be withdrawn on or after the withdrawal deadline, and old notes that are validly tendered on or after the withdrawal deadline may not be withdrawn.<br><br>If a holder of old Series D notes elects to withdraw tendered old Series D notes at any time following the Attachment Date (in the event withdrawal rights have been extended past or reinstated after the Attachment Date), then such old Series D notes, notwithstanding such withdrawal or any subsequent transfer, will continue to be subject to the Forbearance, Waiver and Extension until the Forbearance, Waiver and Extension Termination Date. |
| Withdrawal Deadline | The withdrawal deadline is 11:59 p.m., New York City time, on May 26, 2009. We, in our absolute discretion, may extend the withdrawal deadline for any exchange offer for any purpose.<br><br>In no event will the withdrawal deadline occur prior to the date on which the registration statement of which this prospectus forms a part is declared effective. |
| Settlement Date | The settlement date of each exchange offer will be promptly following the expiration date, subject to satisfaction or waiver of all conditions precedent to the exchange offers. We do not expect to consummate the exchange offers prior to June 30, 2009 because the satisfaction of certain conditions to the exchange offers is expected to require a significant period of time. |
| Conditions to the Exchange Offers | Notwithstanding any other provisions of the exchange offers, we will not be required to accept for exchange, or to exchange, old notes validly tendered (and not validly withdrawn) pursuant to exchange offers, and may terminate, amend or extend any offer or delay or refrain from accepting for exchange, or exchanging, the old notes or transferring any exchange consideration to the applicable trustees (or persons performing a similar function), if any of the following conditions have not been satisfied or waived:<br><br>• the consents of holders of the requisite aggregate principal amount outstanding of each voting class of USD old notes necessary to effect the proposed amendments to the debt instruments governing such USD old notes shall have been validly received and not withdrawn and the proposed amendments to such debt instruments shall have become effective;<br><br>• the non-USD old notes of each series in respect of which the holders thereof have approved the addition of the call option shall have been called for redemption, and we shall have used our best efforts to make arrangements for the foregoing; |

- the results of the exchange offers shall be satisfactory to the U.S. Treasury, including in respect of the overall level of participation by holders of the old notes in the exchange offers and in respect of the level of participation by holders of the old Series D notes in the exchange offers (the "U.S. Treasury Condition");

- all reviews and approvals required pursuant to the terms of the U.S. Treasury Loan Agreements shall have been completed and received and the Government viability certification to be delivered by the President's Designee pursuant to the First U.S. Treasury Loan Agreement shall have been delivered;

- the U.S. Treasury Debt Conversion shall have been completed, pursuant to which the U.S. Treasury (or its designee) shall have been issued at least 50% of the pro forma GM common stock in exchange for (a) full satisfaction and cancellation of at least 50% of our outstanding U.S. Treasury Debt at June 1, 2009 (such 50% currently estimated to be approximately $10.0 billion) and (b) full satisfaction and cancellation of our obligations under the warrant issued to the U.S. Treasury, and we shall have used our best efforts to enter into agreements with respect to the foregoing;

- the U.S. Treasury shall have provided commercially reasonable evidence of the U.S. Treasury Financing Commitment and the U.S. Treasury (or its designee) shall have agreed to deliver a binding written consent in respect of a portion of the common stock it is to receive in connection with the U.S. Treasury Debt Conversion authorizing the charter amendments;

- binding agreements in respect of the VEBA Modifications (including judicial and regulatory approval thereof, if any), on such terms as shall be satisfactory to the U.S. Treasury, shall have been executed by all relevant parties, pursuant to which (a) at least 50% (or approximately $10 billion) of the settlement amount will be extinguished in exchange for GM common stock and (b) cash installments will be paid toward the remaining settlement amount over a period of time, which together have a present value equal to the remaining settlement amount, and we shall have used our best efforts to enter into arrangements with respect to the foregoing;

- binding agreements in respect of the Labor Modifications, on such terms as shall be satisfactory to the U.S. Treasury, shall have been executed by all relevant parties, and we shall have used our best efforts to enter into these agreements;

- the aggregate number of shares of GM common stock issued or agreed to be issued pursuant to the U.S. Treasury Debt Conversion and the VEBA Modifications shall not exceed 89% of the pro forma outstanding GM common stock (assuming full participation by holders of old notes in the exchange offers);

- commercially reasonable efforts to have the GM common stock issued pursuant to the exchange offers duly listed on the NYSE, subject to notice of issuance, shall have been used;

- all other required regulatory approvals, except those that do not materially affect the ability to consummate the exchange offers shall have been received;

- there not having been instituted or pending any action, proceeding or investigation (whether formal or informal), and there not having been any material adverse development to any action or proceeding currently instituted or pending, before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the exchange offers or the consent solicitations that (a) is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects, (b) would, or is reasonably likely to, prohibit, prevent, restrict or delay consummation of any exchange offer or consent solicitation or (c) would materially impair the contemplated benefits to us of any exchange offer or consent solicitation;

- no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that either (a) would, or is reasonably likely to, prohibit, prevent, restrict or delay consummation of any exchange offer or consent solicitation or (b) is, or is reasonably likely to be, materially adverse to our business or operations;

- the applicable trustees (or persons performing a similar function) under the debt instruments pursuant to which the old notes were issued shall not have objected in any respect to or taken action that could, or is reasonably likely to, adversely affect the consummation of any exchange offer or consent solicitation (including in respect of the proposed amendments to the debt instruments governing the old notes) and shall not have taken any action that challenges the validity or effectiveness of the procedures used by us or by GM Nova Scotia in the making of any exchange offer, the solicitation of consents, or the acceptance of, or payment for, some or all of the applicable series of old notes pursuant to any exchange offer; and

- no bankruptcy event of default shall have occurred under the indentures governing the notes.

These conditions will not be satisfied on or before the scheduled expiration date for the exchange offers. To the extent any condition is not satisfied, we expect that we would extend the exchange offers until the conditions are satisfied or waived or we choose to terminate the exchange offers. See "*Risk Factors—Risks Related to the*

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| | *Exchange Offers—We expect that we will need to extend the exchange offers beyond the initial expiration date and you may not be able to withdraw any notes you tender prior to or during such extension.*" |
| | We currently believe, and our Viability Plan assumes, that at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of the outstanding old notes (including at least 90% of the aggregate principal amount of the outstanding old Series D notes) will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes) in order for the exchange offers to satisfy the U.S. Treasury Condition. Whether this level of participation in the exchange offers will be required (or sufficient) to satisfy the U.S. Treasury Condition will ultimately be determined by the U.S. Treasury. The actual level of participation in the exchange offers may be different than what we have assumed, and this difference may be material. Prior regulatory approval of the U.S. Department of Labor will not be required for the VEBA Modifications and consequently will not be a condition to the exchange offers. For additional details on the conditions to the exchange offers, see "*The Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers.*" |
| Amendment and Termination | We have the right to amend, modify or terminate, in our absolute discretion, the exchange offers and consent solicitations at any time and for any reason, including if the conditions to the exchange offers are not met or waived by the expiration date and we reserve the right to reject any tender of old notes, in whole or in part, for any reason. We expressly reserve the right in our absolute discretion and subject to applicable law, including any obligation to provide notice, extend the exchange offers or provide withdrawal rights, to (a) waive any and all of the conditions to the exchange offers on or prior to the expiration date and (b) amend, in whole or in part, the terms of the exchange offers or the consent solicitations. In particular, we may, in our absolute discretion, amend or modify the terms of the exchange offers (including by changing the exchange consideration offered) applicable to one or more series of old notes without amending or modifying the terms of the exchange offers applicable to any other series of old notes. In the event that the exchange offers and consent solicitations are terminated, withdrawn or otherwise not consummated on or prior to the expiration date, no consideration will be paid or become payable to holders who have properly tendered their old notes pursuant to the exchange offers. In any such event, the old notes previously tendered pursuant to the exchange offers will be promptly returned to the tendering holders. If we make a change that we determine to be material in any of the terms of the exchange offers, we will give proper notice of such amendment or such change and will disseminate additional offer documents and extend the exchange offers and withdrawal rights as we determine necessary and to the extent required by law. See "*The Exchange Offers and Consent Solicitations—Expiration Date; Withdrawal Deadline; Extensions; Amendments; Termination*." |

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| Procedures for Tendering | For a description of the procedures for tendering old notes in the exchange offers, see "*The Exchange Offers and Consent Solicitations*." For further information, contact the Solicitation and Information Agent or consult your broker, bank or other nominee or custodian for assistance. |
| Holders Outside the United States Eligible to Participate in the Exchange Offers | For a description of certain offer restrictions applicable to holders outside the United States, see "*Non-U.S. Offer Restrictions*." This prospectus does not constitute an offer to participate in the exchange offers and the consent solicitations to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. Offers to holders in the United Kingdom, Austria, Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Spain and Switzerland will be made only pursuant to the EU Approved Prospectus, which will incorporate this prospectus and will indicate on the front cover thereof if it can be used for such offers. Offers to non-U.S. qualified offerees outside of these jurisdictions (and the United States and Canada) will be made only pursuant to the EU Approved Prospectus. Offers to non-U.S. qualified offerees in Canada will be made only pursuant to the Canadian Offering Memorandum, which will incorporate this prospectus. |
| Dealer Managers | Morgan Stanley & Co. Incorporated and Banc of America Securities LLC are the Global Coordinators, Citigroup Global Markets Inc. and J.P. Morgan Securities Inc. are the U.S. Lead Dealer Managers, Barclays Capital Inc. and Deutsche Bank Securities Inc. are the Non-U.S. Lead Dealer Managers and UBS Securities LLC and Wachovia Capital Markets, LLC are Dealer Managers for the exchange offers. With respect to jurisdictions located outside the United States, the exchange offers may be conducted through affiliates of the Dealer Managers that are registered and/or licensed to conduct the exchange offers in such jurisdictions. |
| Exchange Agent and Solicitation and Information Agent | D.F. King & Co., Inc. is the Exchange Agent and the Solicitation and Information Agent for the exchange offers. Its addresses and telephone numbers are listed on the back cover page of this prospectus. |
| Settlement and Escrow Agent | Deutsche Bank AG, London Branch, is the Settlement and Escrow Agent for the non-USD old notes. Its address and email address are listed on the back cover page of this prospectus. |
| Luxembourg Exchange Agent | Deutsche Bank Luxembourg, S.A. is the Luxembourg Exchange Agent for the old notes that are listed on the Luxembourg Stock Exchange. Its address and email address are listed on the back cover page of this prospectus. |
| Soliciting Dealer Fee | We will agree to pay a soliciting dealer fee equal to $5.00 for each 1,000 U.S. dollars equivalent principal amount (or, in the case of the |

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| | discount notes, accreted value) of old notes that are validly tendered and accepted for purchase pursuant to the exchange offers to retail brokers that are appropriately designated by their clients to receive this fee, but only if the old notes of each applicable series that are tendered by or for that beneficial owner have an aggregate U.S. dollar equivalent principal amount of $250,000 or less. Soliciting dealer fees will only be paid to retail brokers upon consummation of the exchange offers. No soliciting dealer fees will be paid if the exchange offers are not consummated, and the fees will be payable thereafter upon request by the soliciting dealers and presentation of such supporting documentation as GM may reasonably request. |
| Material United States Federal Income Tax Consequences of the Exchange Offers to Holders of the Old Notes | We intend to take the position, although not free from doubt, that the exchange of old notes (other than old Series D notes) pursuant to the exchange offers will constitute a tax-free recapitalization in which gain or loss is generally not recognized. Any consideration allocable to accrued but unpaid interest generally will be taxable to a holder of old notes to the extent not previously included in such holders' gross income. Because the original term of the old Series D notes was less than five years, it is unclear whether the old Series D notes should be treated as "securities" for U.S. federal income tax purposes. It is therefore unclear whether the exchange of old Series D notes pursuant to the exchange offers will constitute a fully taxable transaction or a tax-free recapitalization. For a discussion of certain U.S. federal income tax consequences relating to the exchange offers, see "*Material United States Federal Income Tax Considerations*." |

| Summary of GM Common Stock | |
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| Issuer | General Motors Corporation. |
| GM Common Stock Offered Pursuant to the Exchange Offers | Up to approximately 6.1 billion new shares of GM common stock, par value $0.01 per share. |
| GM Common Stock Outstanding After the Exchange Offers | The aggregate amount of GM common stock issued pursuant to the exchange offers will depend on the level of noteholder participation. Consequently, the percentage of the pro forma outstanding GM common stock held by holders of old notes tendered in the exchange offers will increase relative to that held by the U.S. Treasury, the New VEBA and existing holders of GM common stock as the aggregate principal amount outstanding of old notes tendered pursuant to the exchange offers increases.<br><br>The aggregate number of shares of GM common stock to be issued in connection with the exchange offers will depend in part on the exchange rates of Euro and pounds sterling to U.S. dollars in effect on the business day prior to the expiration date of the exchange offers. Unless otherwise indicated, all aggregate share numbers contained in this prospectus related to the exchange offers are based on such exchange rates in effect on April 22, 2009.<br><br>We are currently in discussions with the U.S. Treasury regarding the terms of the U.S. Treasury Debt Conversion. These discussions are ongoing and the U.S. Treasury has not agreed or indicated a willingness to agree to any specific level of debt reduction. For purposes of this prospectus, we have set as a condition to the closing of the exchange offers that the U.S. Treasury Debt Conversion provide for the issuance of GM common stock to the U.S. Treasury (or its designee) in exchange for (a) full satisfaction and cancellation of at least 50% of our outstanding U.S. Treasury Debt at June 1, 2009 and (b) full satisfaction and cancellation of our obligations under the warrant issued to the U.S. Treasury.<br><br>In addition, we and the U.S. Treasury are currently in discussions regarding the terms of VEBA Modifications. For purposes of this prospectus and the conditions to the closing of the exchange offers, we have assumed that the VEBA Modifications will provide for, among other things, the issuance of GM common stock to the New VEBA in full satisfaction of at least 50% (or $10 billion) of the settlement amount.<br><br>Based on tenders at the Assumed Participation Level:<br><br>(a) the aggregate amount of GM common stock issued in connection with the exchange offers will be approximately 5.5 billion shares, which would represent approximately 9.1% of the pro forma outstanding GM common stock; |

(b) the aggregate amount of GM common stock issued to the U.S. Treasury (or its designee) pursuant to the U.S. Treasury Debt Conversion and to the New VEBA pursuant to the VEBA Modifications will be approximately 54.4 billion shares, which would represent approximately 89.9% of the pro forma outstanding GM common stock, with the final allocation between the U.S. Treasury (or its designee) and the New VEBA to be determined in the future (however, as a condition to closing the exchange offers, subject to the overall limit of approximately 89.9% of the pro forma outstanding GM common stock to be issued to the U.S. Treasury (or its designee) and the New VEBA in the aggregate, the U.S. Treasury (or its designee) will hold at least 50% of the pro forma outstanding GM common stock); and

(c) existing GM common stockholders would hold approximately 1.0% of the pro forma outstanding GM common stock.

Assuming full participation in the exchange offers:

(a) the aggregate amount of GM common stock issued in connection with the exchange offers will be approximately 6.1 billion shares, which would represent approximately 10% of the pro forma outstanding GM common stock;

(b) the aggregate amount of GM common stock issued to the U.S. Treasury (or its designee) pursuant to the U.S. Treasury Debt Conversion and to the New VEBA pursuant to the VEBA Modifications will be approximately 54.4 billion shares, which would represent approximately 89% of the pro forma outstanding GM common stock, with the final allocation between the U.S. Treasury (or its designee) and the New VEBA to be determined in the future (however, as a condition to closing the exchange offers, subject to the overall limit of approximately 89% of the pro forma outstanding GM common stock to be issued to the U.S. Treasury (or its designee) and the New VEBA in the aggregate, the U.S. Treasury (or its designee) will hold at least 50% of the pro forma outstanding GM common stock); and

(c) existing GM common stockholders would hold approximately 1% of the pro forma outstanding GM common stock.

We determined the foregoing GM common stock allocations following discussions with the U.S. Treasury where the U.S. Treasury indicated that it would not be supportive of higher allocations to the holders of old notes or to existing GM common stockholders.

We have not reached an agreement with respect to either the U.S. Treasury Debt Conversion or the VEBA Modifications. The actual terms of the U.S. Treasury Debt Conversion and the VEBA Modifications are subject to ongoing discussions among GM, the UAW, the U.S. Treasury and the VEBA-settlement class representative, and there is no assurance that any agreement will be reached on the terms described above or at all. However, an agreement with respect to both the U.S. Treasury Debt Conversion

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| | and the VEBA Modifications must be reached, and the terms of the U.S. Treasury Debt Conversion and the VEBA Modifications must satisfy the minimum conditions described above (unless each such condition is waived).<br><br>We will disclose the terms of any agreement reached with regard to the U.S. Treasury Debt Conversion (including any agreement or understanding with respect to corporate governance reached with the U.S. Treasury in connection thereto) or the VEBA Modifications and we currently expect to be able to do so prior to the withdrawal deadline of the exchange offers. In the event the terms of these agreements do not satisfy the closing conditions and as a result we decide to waive a condition or otherwise amend the terms of the exchange offers, we will provide notice of the waiver or amendment, disseminate additional offer documents, extend the exchange offers and extend (or reinstate) withdrawal rights as we determine necessary and to the extent required by law. |
| Charter Amendments: Par Value Reduction Common Stock Increase, Reverse Stock Split | Prior to the distribution of GM common stock to tendering holders on the settlement date, upon delivery to the U.S. Treasury (or its designee) of authorized shares of GM common stock (with a par value of $1 2/3) in an amount that will represent a majority of the outstanding shares of GM common stock in connection with the U.S. Treasury Debt Conversion, the U.S. Treasury (or its designee) will execute and deliver to us a stockholder written consent authorizing amendments to GM's restated certificate of incorporation which will:<br><br>• reduce the par value of GM common stock to $0.01 per share;<br><br>• increase the number of authorized shares of GM common stock to 62 billion shares; and<br><br>• effect a 1-for-100 reverse stock split of GM common stock, whereby each 100 shares of GM common stock will be converted into one share of GM common stock.<br><br>The reverse stock split will occur following the effectiveness of the common stock increase.<br><br>Unless otherwise indicated, all share numbers contained in this prospectus related to the exchange offers are presented without giving effect to the reverse stock split.<br><br>We do not currently intend to issue fractional shares in connection with the exchange offers or the reverse stock split. Where, in connection with the exchange offers or as a result of the reverse stock split, a tendering holder of old notes would otherwise be entitled to receive a fractional share of GM common stock, the number of shares of GM common stock to be received by such holder will be rounded down to the nearest whole number and no cash or other consideration will be delivered to such holder in lieu of such rounded down amount. |

| | |
|---|---|
| | Stockholders who own GM common stock prior to the settlement date and would otherwise hold fractional shares because the number of shares of GM common stock they held before the reverse stock split would not be evenly divisible based upon the 1-for-100 reverse stock split ratio will be entitled to a cash payment (without interest or deduction) in respect of such fractional shares. See "*Description of the Charter Amendments*" for additional information about the reverse stock split. |
| Ownership by U.S. Treasury and Corporate Governance | The condition to the exchange offers relating the U.S. Treasury Debt Conversion requires that upon consummation of the exchange offers and U.S. Treasury Debt Conversion, the U.S. Treasury (or its designee) will own at least 50% of the GM pro forma common stock. Currently, we have no agreement or understanding with the U.S. Treasury regarding the corporate governance arrangements that may be put in place following the U.S. Treasury Debt Conversion and we cannot assure you whether there will be any such arrangements, or if there are, what they will be. For a description of certain risks regarding the U.S. Treasury's controlling interest and other matters related to the U.S. Treasury Debt Conversion, see "*Risk Factors—Risks Related to the U.S. Treasury Debt Conversion*." |
| NYSE Shareholder Approval Exemption | The equity issuances contemplated by our proposed restructuring will exceed the 20% threshold that would otherwise require shareholder approval under NYSE rules contained in Section 312.03 of the Listed Company Manual. As the delay in securing shareholder approval for these transactions would seriously jeopardize our financial viability, we have submitted to the NYSE an application to rely on the "financial distress" exception outlined in Listed Company Manual Section 312.05 and the NYSE is prepared to accept our reliance on this exception, subject to a review of the final terms of the transactions described in this prospectus. |

**Summary Consolidated Historical Financial Data**

The following table sets forth summary consolidated historical financial data as of and for the years ended December 31, 2008, 2007, 2006, 2005 and 2004 and has been derived without adjustment from our audited consolidated financial statements for such years. The data set forth in the table below should be read together with our audited consolidated financial statements for the years ended December 31, 2008, 2007 and 2006 and the related notes, and the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," each of which is found in our annual report on Form 10-K for the year ended December 31, 2008, which is incorporated by reference in this prospectus.

| | Years Ended December 31, | | | | |
|---|---|---|---|---|---|
| | 2008 | 2007 | 2006 | 2005 | 2004 |
| | (Dollars in millions except per share amounts) | | | | |
| **Income Statement Data:** | | | | | |
| Total net sales and revenues (a) | $ 148,979 | $ 179,984 | $ 204,467 | $ 192,143 | $ 192,196 |
| Operating loss | $ (21,284) | $ (4,309) | $ (5,823) | $ (17,806) | $ (545) |
| Income (loss) from continuing operations (b) | $ (30,860) | $ (43,297) | $ (2,423) | $ (10,621) | $ 2,415 |
| Income from discontinued operations (c) | — | 256 | 445 | 313 | 286 |
| Gain from sale of discontinued operations (c) | — | 4,309 | — | — | — |
| Cumulative effect of change in accounting principle (d) | — | — | — | (109) | — |
| Net income (loss) | $ (30,860) | $ (38,732) | $ (1,978) | $ (10,417) | $ 2,701 |
| $1 2/3 par value common stock: | | | | | |
| Basic earnings (loss) per share from continuing operations before cumulative effect of accounting change | $ (53.32) | $ (76.52) | $ (4.29) | $ (18.78) | $ 4.27 |
| Basic earnings per share from discontinued operations (c) | — | 8.07 | 0.79 | 0.55 | 0.51 |
| Basic loss per share from cumulative effect of change in account principle (d) | — | — | — | (0.19) | — |
| Basic earnings (loss) per share | $ (53.32) | $ (68.45) | $ (3.50) | $ (18.42) | $ 4.78 |
| Diluted earnings (loss) per share from continuing operations before cumulative effect of accounting change (d) | $ (53.32) | $ (76.52) | $ (4.29) | $ (18.78) | $ 4.26 |
| Diluted earnings (loss) per share from discontinued operations (c) | — | 8.07 | 0.79 | 0.55 | 0.50 |
| Diluted loss per share from cumulative effect of accounting change (d) | — | — | — | (0.19) | — |
| Diluted earnings (loss) per share | $ (53.32) | $ (68.45) | $ (3.50) | $ (18.42) | $ 4.76 |
| Cash dividends declared per share | $ 0.50 | $ 1.00 | $ 1.00 | $ 2.00 | $ 2.00 |
| Book value per share (h) | $ (139.79) | | | | |
| **Balance Sheet Data (as of period end):** | | | | | |
| Current assets | $ 41,224 | $ 60,135 | $ 65,156 | $ 52,357 | $ 55,371 |
| Noncurrent assets | $ 45,316 | $ 71,759 | $ 99,025 | $ 109,967 | $ 107,198 |
| Total assets (a) (b) (e) | $ 91,047 | $ 148,883 | $ 186,304 | $ 474,268 | $ 480,772 |
| Current liabilities | $ 73,911 | $ 69,510 | $ 66,717 | $ 70,726 | $ 72,849 |
| Noncurrent liabilities | $ 100,654 | $ 109,040 | $ 112,472 | $ 93,548 | $ 79,854 |
| Stockholders' equity (deficit) (b) (d) (f) (g) | $ (86,154) | $ (37,094) | $ (5,652) | $ 14,442 | $ 27,669 |
| Minority interests | $ 814 | $ 1,614 | $ 1,190 | $ 1,047 | $ 397 |

Certain prior period amounts have been reclassified in the consolidated statements of operations to conform to the 2008 presentation.

(a) In November 2006, we sold a 51% controlling ownership interest in GMAC, resulting in a significant decrease in total consolidated net sales and revenues, assets and notes and loans payable.

(b) In September 2007, we recorded full valuation allowances of $39.0 billion against our net deferred tax assets in Canada, Germany and the United States.

(c) In August 2007, we completed the sale of the commercial and military operations of our Allison Transmission business ("Allison"). The results of operations, cash flows and the 2007 gain on sale of Allison have been reported as discontinued operations for all periods presented.

(d) At December 31, 2005, we recorded an asset retirement obligation of $181 million in accordance with the requirements of Financial Accounting Standards Board (FASB) Interpretation No. (FIN) 47, "Accounting for Conditional Asset Retirement Obligations—an Interpretation of FASB Statement No. 143." The cumulative effect on net loss, net of related income tax effects, of recording the asset retirement obligations was $109 million or $0.19 per share on a diluted basis.

(e) At December 31, 2006, we recognized the funded status of our benefit plans on our consolidated balance sheet with an offsetting adjustment to Accumulated other comprehensive income (loss) in stockholders' equity (deficit) of $16.9 billion in accordance with the adoption of SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment to FASB Statements No. 87, 88, 106, and 132(R)" (SFAS No. 158).

(f) At January 1, 2007, we recorded a decrease to retained earnings of $425 million and an increase of $1.2 billion to Accumulated other comprehensive income in connection with the early adoption of the measurement provisions of SFAS No. 158.

(g) At January 1, 2007, we recorded an increase to retained earnings of $137 million with a corresponding decrease to our liability for uncertain tax positions in accordance with FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109."

(h) Book value per share is calculated by dividing Stockholders' deficit by the number of common shares outstanding.

**Consolidated Balance Sheet as of December 31, 2006**

The following table sets forth GM's consolidated balance sheet as of December 31, 2006 and has been derived without adjustment from our audited consolidated financial statements as presented in our Annual Report on Form 10-K for the year ended December 31, 2007. The balance sheet set forth in the table below should be read together with our audited consolidated financial statements for the years ended December 31, 2008, 2007 and 2006 and the related notes, and the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," each of which is found in our annual report on Form 10-K for the year ended December 31, 2008, which is incorporated by reference in this prospectus.

| | December 31, 2006 (Dollars in millions) |
|---|---|
| **ASSETS** | |
| **Current Assets** | |
| Cash and cash equivalents | $ 23,774 |
| Marketable securities | 138 |
| Total cash and marketable securities | 23,912 |
| Accounts and notes receivable, net | 8,216 |
| Inventories | 13,921 |
| Equipment on operating leases, net | 6,125 |
| Other current assets and deferred income taxes | 12,982 |
| Total current assets | 65,156 |
| **Financing and Insurance Operations Assets** | |
| Cash and cash equivalents | 349 |
| Investments in securities | 188 |
| Equipment on operating leases, net | 11,794 |
| Equity in net assets of GMAC LLC | 7,523 |
| Other assets | 2,269 |
| Total Financing and Insurance Operations assets | 22,123 |
| **Non-Current Assets** | |
| Equity in net assets of nonconsolidated affiliates | 1,969 |
| Property, net | 41,934 |
| Goodwill and intangible assets, net | 1,118 |
| Deferred income taxes | 33,079 |
| Prepaid pension | 17,366 |
| Other assets | 3,559 |
| Total non-current assets | 99,025 |
| **Total assets** | $ 186,304 |
| **LIABILITIES AND STOCKHOLDERS' DEFICIT** | |
| **Current Liabilities** | |
| Accounts payable (principally trade) | $ 26,931 |
| Short-term borrowings and current portion of long-term debt | 5,666 |
| Accrued expenses | 34,120 |
| Total current liabilities | 66,717 |
| **Financing and Insurance Operations Liabilities** | |
| Accounts payable | 192 |
| Debt | 9,438 |
| Other liabilities and deferred income taxes | 1,947 |
| Total Financing and Insurance Operations liabilities | 11,577 |
| **Non-Current Liabilities** | |
| Long-term debt | 33,067 |
| Postretirement benefits other than pensions | 50,409 |
| Pensions | 11,934 |
| Other liabilities and deferred income taxes | 17,062 |
| Total non-current liabilities | 112,472 |
| Total liabilities | 190,766 |
| Minority interests | 1,190 |
| **Stockholders' Deficit** | |
| Preferred stock, no par value, authorized 6,000,000, no shares issued and outstanding | — |
| $1 2/3 par value common stock (2,000,000,000 shares authorized, 756,637,541 and 566,059,249 shares issued and outstanding at December 31, 2007, respectively, and 756,637,541 and 565,670,254 shares issued and outstanding at December 31, 2006, respectively) | 943 |
| Capital surplus (principally additional paid-in capital) | 15,336 |
| Retained earnings (deficit) | 195 |
| Accumulated other comprehensive loss | (22,126) |
| Total stockholders' deficit | (5,652) |
| **Total liabilities, minority interests, and stockholders' deficit** | $ 186,304 |

GM's Annual Report on Form 10-K for the year ended December 31, 2007 was filed with the Securities and Exchange Commission and may be viewed at their website, www.sec.gov.

**Unaudited Pro Forma Condensed Consolidated Financial Data for the Exchange Offers**

The following table sets forth unaudited pro forma condensed consolidated financial data for the exchange offers as of and for the year ended December 31, 2008. The data set forth in the table below has been derived by applying the pro forma adjustments described under "*Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers*," included elsewhere in this prospectus, to our historical consolidated financial statements as of and for the year ended December 31, 2008, which are incorporated into this prospectus by reference from our annual report on Form 10-K for the year ended December 31, 2008. These pro forma adjustments assume and give effect to the consummation of the exchange offers, the payment of related fees and expenses, the U.S. Treasury Debt Conversion, the VEBA Modifications, the additional borrowings under the First U.S. Treasury Loan Agreement and borrowings under the Second U.S. Treasury Loan Agreement that occurred subsequent to December 31, 2008, additional working capital loans under the First U.S. Treasury Loan Agreement that occurred subsequent to December 31, 2008, the modifications to certain secured borrowing facilities, the application of FSP No. APB 14-1, "Accounting for Convertible Debt Instruments That May Be Settled in Cash Upon Conversion (Including Partial Cash Settlement)" ("FSP No. APB 14-1") to convertible debt assumed to remain outstanding after completion of the exchange offers, the par value reduction of GM common stock to $0.01 per share, the increase in the number of authorized shares of GM common stock, the 1-for-100 reverse stock split of GM common stock, and the purchase of an additional ownership interest in GMAC, an equity method investee as of December 31, 2008, as if each of these pro forma adjustments had occurred at December 31, 2008 in the case of pro forma balance sheet data, and as if each of these pro forma adjustments had occurred on January 1, 2008 in the case of pro forma statement of operations data. The exchange offers, U.S. Treasury Debt Conversion and VEBA Modifications will result in significant dilution to our current common stockholders.

The unaudited pro forma condensed consolidated financial data for the exchange offers is based on assumptions that we believe are reasonable and should be read in conjunction with "*Capitalization*," "*Accounting Treatment of the Exchange Offers*," and "*Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers*," included elsewhere in this prospectus, and our consolidated financial statements and related notes thereto as of and for the year ended December 31, 2008, which are incorporated into this prospectus by reference from our annual report on Form 10-K for the year ended December 31, 2008. The unaudited pro forma condensed consolidated financial data also assume, among other things, that we would issue at least 50% of the pro forma GM common stock to the U.S. Treasury (or its designee) in exchange for (a) full satisfaction and cancellation of at least 50% of our outstanding U.S. Treasury Debt at June 1, 2009 (such 50% currently estimated to be approximately $10 billion, which contemplates $2.6 billion of additional borrowings that are not reflected in the pro forma balance sheet because the U.S. Treasury has not yet agreed to advance the funds) and (b) full satisfaction and cancellation of our obligations under the warrant issued to the U.S. Treasury. Additionally, the unaudited pro forma condensed consolidated financial data assume that the VEBA Modifications would provide, among other things, for the issuance of shares of GM common stock to the New VEBA in full satisfaction of at least $10 billion of our obligations under the VEBA settlement agreement. The aggregate number of shares of GM common stock issued or agreed to be issued pursuant to the U.S. Treasury Debt Conversion and the VEBA Modifications shall not exceed 89% of the pro forma GM common stock (assuming full participation by holders of old notes in the exchange offers and after issuance of shares to the new VEBA). The exchange offers, U.S. Treasury Debt Conversion and VEBA Modifications will result in significant dilution to our current common stockholders, and will result in pro forma ownership levels of approximately 1.0% and 9.1%, respectively, assuming the Assumed Participation Level in the exchange offers and after the shares are issued to the New VEBA. The actual number of shares of GM common stock issued or agreed to be issued under the U.S. Treasury Debt Conversion and the VEBA Modifications could be different than the levels assumed in the unaudited pro forma condensed consolidated financial data, and such differences could be material.

The unaudited pro forma condensed consolidated financial data for the exchange offers assume, among other things, the satisfaction of the U.S. Treasury Condition, which we currently believe will require the

exchange of at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of our old notes (including at least 90% of the aggregate principal amount of the old Series D notes) to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes). As consideration for the old notes, the tendering holders will receive 225 shares of GM common stock for each 1,000 U.S. dollar equivalent of principal amount (or accreted value as of the settlement date, if applicable) of old notes exchanged. Whether this level of participation in the exchange offers will be required (or sufficient) to satisfy the U.S. Treasury Condition will ultimately be determined by the U.S. Treasury. The actual exchange of our old notes could be more or less than the level of participation assumed for the exchange offers, which would impact the pro forma total debt and pro forma stockholders' deficit as of December 31, 2008, and would impact the pro forma interest expense and pro forma loss per share for the year ended December 31, 2008.

The unaudited pro forma condensed consolidated financial data for the exchange offers does not give effect to the Labor Modifications or the restructuring and other actions contemplated in our current Viability Plan because such actions do not currently meet the requirements for pro forma presentation under Article 11 of Regulation S-X. Although management expects that the Labor Modifications will result in cost savings and the actions undertaken pursuant to our current Viability Plan will result in near-term restructuring and impairment charges and in improved financial performance in the future, no assurance can be given that these anticipated cost savings or projected operational and financial improvements will be realized.

The unaudited pro forma condensed consolidated financial data for the exchange offers is presented for illustrative purposes only and is not necessarily indicative of the financial position or results of operations that would have actually been reported had the exchange offers been consummated as of December 31, 2008 or on January 1, 2008, respectively, nor is it indicative of our future financial position or results of operations.

| (Dollars in millions, except per share amounts) | As of and for the Year Ended December 31, 2008 | As of and for the Year Ended December 31, 2008 Pro Forma (Unaudited) |
|---|---|---|
| **Statement of Operations Data (for the year ended December 31, 2008):** | | |
| Total net sales and revenues | $ 148,979 | $ 148,979 |
| Loss from continuing operations | (30,860) | (29,576) |
| Loss from continuing operations per share, basic and diluted (before giving effect to the 1-for-100 reverse stock split) | (53.32) | (0.79) |
| Loss from continuing operations per share, basic and diluted (after giving effect to the 1-for-100 reverse stock split) | (5,329.88) | (79.29) |
| **Balance Sheet Data (as of December 31, 2008):** | | |
| Total assets | $ 91,047 | $ 102,210 |
| Total debt(a) | 46,540 | 25,296 |
| Postretirement benefits other than pensions | 28,919 | 28,677 |
| Total liabilities | 176,387 | 154,101 |
| Stockholders' deficit | (86,154) | (52,705) |

(a) Total debt is comprised of our Short-term borrowings and current portion of Long-term debt, our U.S. Treasury Debt, the debt of our Finance and Insurance Operations, and Long-term debt.

Assuming a maximum level of participation where 100% of old notes are tendered pursuant to the exchange offers or redeemed pursuant to the call option (in the case of the non-USD old notes), the incremental increase in

the level of participation from 90% to 100% would decrease pro forma interest expense by $210 million, decrease pro forma loss from continuing operations per share by $0.01 before the reverse stock split and $0.56 after the reverse stock split, decrease total pro forma debt by $2.7 billion, and decrease pro forma stockholders' deficit by $2.6 billion.

The following table sets forth an unaudited pro forma sensitivity analysis for the exchange offers to estimate the effect of changes in the percentage of holders electing to tender their old notes and to estimate the effect of changes in the estimated fair value per share of GM common stock given to tendering holders as part of the exchange consideration. The estimates presented in this unaudited pro forma sensitivity analysis may differ from actual results, and these differences may be material. When equity consideration is granted in full settlement of debt, as is provided for under the exchange offers, Statement of Financial Accounting Standards No. 15, "Accounting by Debtors and Creditors for Troubled Debt Restructurings" ("SFAS No. 15"), requires a gain to be recognized if the carrying value of the old notes tendered under the exchange offers is greater than the estimated fair value of the GM common stock issued in exchange for the old notes. In the table below, any pro forma gain we would realize is reflected in accumulated deficit on the unaudited pro forma condensed consolidated balance sheet for the exchange offers, and would be excluded from the unaudited pro forma condensed consolidated statement of operations for the exchange offers since this gain on restructuring is not expected to have a continuing impact on us.

| | Assuming 90% Aggregate Tender or Redemption of Old Notes, Pro Forma Impact on | | | Assuming 100% Tender of Old Notes, Pro Forma Impact on | | |
|---|---|---|---|---|---|---|
| Estimated fair value of equity per share (assumed share price, before giving effect to the 1-for-100 reverse stock split) | Common stock and capital surplus | Accumulated deficit, arising from gain | Total debt | Common stock and capital surplus | Accumulated deficit, arising from gain | Total debt |
| (Dollars in millions, except share price) | | | | | | |
| $1.00 | $ 5,523 | $ (17,960) | $ (23,927) | $ 6,136 | $ (19,980) | $ (26,585) |
| $0.75 | 4,142 | (19,341) | (23,927) | 4,602 | (21,514) | (26,585) |
| $0.50 | 2,761 | (20,722) | (23,927) | 3,068 | (23,048) | (26,585) |
| $0.42 | 2,320 | (21,163) | (23,927) | 2,577 | (23,539) | (26,585) |
| $0.25 | 1,381 | (22,102) | (23,927) | 1,534 | (24,582) | (26,585) |
| $0.10 | 552 | (22,931) | (23,927) | 614 | (25,502) | (26,585) |
| $0.00 | — | (23,483) | (23,927) | — | (26,116) | (26,585) |

* Note the table above does not show the balance sheet accounts of cash or other assets that will be reduced for the estimated costs of the exchange offers of $215 million and the decrease in debt issuance costs of $229 million at the Assumed Participation Level and $254 million at 100% participation in the exchange offers.

The exchange offers are conditioned on, among other things, the requirement that the results of the exchange offers shall be satisfactory to the U.S. Treasury, including in respect of the overall level of participation by holders in the exchange offers and in respect of the level of participation by holders of the old Series D notes in the exchange offers (the "U.S. Treasury Condition"). We currently believe, and our current Viability Plan assumes, that at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of the outstanding old notes (including at least 90% of the aggregate principal amount of the outstanding old Series D notes) will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes) in order for the exchange offers to satisfy the U.S. Treasury Condition. Whether this level of participation in the exchange offers will be required (or sufficient) to satisfy the U.S. Treasury Condition will ultimately be determined by the U.S. Treasury. The actual level of participation in the exchange offers may be different than what we have assumed, and this difference may be material.

The assumptions we used to estimate the fair value of the GM common stock given to tendering holders as part of the exchange consideration, including an unaudited pro forma sensitivity analysis associated with this

estimate, are described further under "*Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers,*" included elsewhere in this prospectus.

In the event we have not received enough tenders of old notes, including the old Series D Notes, to consummate the exchange offers prior to June 1, 2009, we currently expect to seek relief under the U.S. Bankruptcy Code. This relief may include (i) seeking bankruptcy court approval for the sale of most or substantially all of our assets pursuant to section 363(b) of the U.S. Bankruptcy Code to a new operating company, and a subsequent liquidation of the remaining assets in the bankruptcy case; (ii) pursuing a plan of reorganization (where votes for the plan are solicited from certain classes of creditors prior to a bankruptcy filing) that we would seek to confirm (or "cram down") despite the deemed rejection of the plan by the class of holders of old notes; or (iii) seeking another form of bankruptcy relief, all of which involve uncertainties, potential delays and litigation risks. If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.

## RISK FACTORS

*You should carefully consider the following risk factors before you decide whether or not to tender your old notes in the exchange offers and deliver a consent in the consent solicitations. We urge you to carefully read this prospectus. You should review all of the risks attendant to being an investor in our equity and debt securities prior to making an investment decision.*

### Risks Related to Failure to Consummate the Exchange Offers

***If the exchange offers are not consummated, we currently expect to seek relief under the U.S. Bankruptcy Code. If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.***

We believe that the substantial debt reduction contemplated by the exchange offers is critical to our continuing viability. In the event we have not received prior to June 1, 2009 sufficient tenders of old notes (including the old Series D notes) to consummate the exchange offers, we currently expect to seek relief under the U.S. Bankruptcy Code.

We believe that seeking relief under the U.S. Bankruptcy Code, if such relief does not lead to a quick emergence from Chapter 11, could materially adversely affect the relationships between us and our existing and potential customers, employees, suppliers, dealers, partners and others. For example:

- it is likely that such a filing would substantially erode consumers' confidence in our ability to provide parts and service over the long-term, ensure the availability of warranty coverage (which in the United States may depend on the continuation and consumer perception of the U.S. Government's warranty program) or maintain acceptable resale values and that as a result there would be a significant and precipitous decline in our global revenues, profitability and cash flow;

- a significant decline in revenue would endanger the viability of our dealers and suppliers, threaten the ability of GMAC to fund itself and impair its capacity to provide essential wholesale and retail financing to our dealers and customers;

- employees could be distracted from performance of their duties, or more easily attracted to other career opportunities;

- it may be more difficult to attract or replace key employees;

- suppliers, dealers and partners (including certain joint-venture partners) could seek to terminate their relationship with us, require financial assurances or enhanced performance, or refuse to provide trade credit on the same terms as prior to the reorganization case under Chapter 11;

- lenders to subsidiaries that are not subject to the bankruptcy proceedings could, in certain cases, terminate financing agreements, accelerate amounts due thereunder or otherwise claim an event of default has occurred thereunder;

- we could be forced to operate in bankruptcy for an extended period of time while we tried to develop a reorganization plan that could be confirmed, which we believe will significantly and permanently impair our business and prospects;

- certain of our non-U.S. subsidiaries may be required to seek bankruptcy or similar relief under proceedings outside the United States which would adversely affect their businesses;

- we may not be able to obtain debtor-in-possession financing to sustain us during the reorganization case under Chapter 11, particularly if we do not have U.S. government support;

- if we were not able to confirm and implement a plan of reorganization or if sufficient debtor-in-possession financing were not available, we may be forced to liquidate under Chapter 7 of the U.S. Bankruptcy Code; and

- any distributions to you that you may receive in respect of your old notes under a liquidation or under a protracted reorganization case or cases under Chapter 11 would likely be substantially delayed and the amount of any potential recovery likely could be adversely impacted by such delay.

As a result of the foregoing, if we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes. In particular, we believe that liquidation under Chapter 7 of the U.S. Bankruptcy Code would likely result in no distributions being made to our general unsecured creditors (including holders of old notes) or to our equity holders.

***In the event that the exchange offers are extended beyond June 1, 2009, but a sufficient principal amount of the old Series D notes has not been tendered in the exchange offers prior to such date, we expect that we would terminate the exchange offers and seek relief under the U.S. Bankruptcy Code.***

We currently have approximately $1 billion of outstanding old Series D notes, which mature on June 1, 2009. By tendering, and not validly withdrawing, their old Series D notes, holders of old Series D notes will irrevocably agree pursuant to the Forbearance, Waiver and Extension, in the event the exchange offers are extended beyond June 1, 2009, to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and waive any and all of the rights and remedies available to such holders under such old Series D notes or the indenture governing such old Series D notes, in each case until the Forbearance, Waiver and Extension Termination Date, which is the date of the earlier of (a) the termination of the exchange offers (including in the event GM files a petition for relief under the U.S. Bankruptcy Code) and (b) the consummation of the exchange offers. However, in the event that the exchange offers are extended beyond June 1, 2009, but a sufficient principal amount of the old Series D notes has not been tendered in the exchange offers prior to such date to satisfy the U.S. Treasury Condition, or if we would be required to pay a significant amount upon maturity of the old Series D notes, then we may be unable to or choose not to repay the old Series D notes at maturity. A default in payment at maturity in respect of old Series D notes could potentially trigger a cross default, directly or indirectly, under the agreements governing certain of our other material indebtedness, including our revolving credit and term loan agreements and the U.S. Treasury Loan Agreements. In such circumstances, we would have insufficient liquidity to pay such accelerated indebtedness as it becomes due, which would likely force us to terminate the exchange offers and seek relief under the U.S. Bankruptcy Code. If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.

***If we do not receive the certification of viability from the President's Designee by June 1, 2009, we expect to seek relief under the U.S. Bankruptcy Code. If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.***

Pursuant to the terms and conditions of the First U.S. Treasury Loan Agreement, following the February 17 Viability Plan submission to the U.S. Treasury, we submitted an updated report detailing our progress in implementing our Viability Plan. On March 30, 2009, the President's Designee (as established under the First U.S. Treasury Loan Agreement) found that our Viability Plan, in its then-current form, was not viable and would need to be revised substantially in order to lead to a viable GM. In conjunction with this announcement the administration agreed that it would offer us adequate working capital financing for a period of 60 days while it worked with us to develop and implement a more accelerated and aggressive restructuring that would provide

us with a sound long-term financial foundation. The U.S. Treasury also postponed until June 1, 2009, the requirement under the First U.S. Treasury Loan Agreement that the President's Designee provide the certification of viability from the President's Designee that we have complied with the requirements of the restructuring mandated by the First U.S. Treasury Loan Agreement. If we do not we receive the certification of viability from the President's Designee by June 1, 2009, then absent a further waiver, which we have no reason to believe would be forthcoming, the maturity of all loans currently outstanding under the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement, which currently total $16.3 billion, will accelerate and become due and payable on the thirtieth day after June 1, 2009. In these circumstances, we would not have sufficient liquidity to pay the accelerated indebtedness and would be required to seek relief under the U.S. Bankruptcy Code. If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.

**Risks Related to the Exchange Offers**

***We will need to extend the exchange offers beyond the initial expiration date and you may not be able to withdraw any notes you tender prior to or during such extension.***

The exchange offers are subject to a number of conditions, including, among other things, the execution of binding agreements in respect of the Labor Modifications and the VEBA Modifications (including judicial and regulatory approval thereof, if any), and the U.S. Treasury being satisfied with results of the exchange offers, including in respect of the overall level of participation by holders in the exchange offers and in respect of the level of participation by holders of the old Series D notes in the exchange offers. These conditions will not be satisfied on or before the scheduled expiration date for the exchange offers. In particular, the receipt of judicial approval of the proposed VEBA Modifications and the transactions contemplated thereby is currently expected to take up to three months after a binding agreement in respect thereof has been entered into.

To the extent this condition or any other condition is not satisfied, we expect that we would extend the exchange offers until the conditions are satisfied or waived or we choose to terminate the exchange offers. Any extension could be for a significant amount of time. Old notes tendered and not validly withdrawn prior to the withdrawal deadline may not be withdrawn, unless the applicable exchange offer is terminated without any notes being accepted or as required by law. Initially, the withdrawal deadline and the expiration date of the exchange offers are the same. However, if we extend the expiration date of an exchange offer, we likely will not extend the withdrawal deadline. Consequently, old notes tendered into the exchange offer prior to the withdrawal deadline would not be able to be withdrawn during any extension of such offer, except in limited circumstances that we describe herein. In addition, in the event we extend the exchange offers beyond June 1, 2009, tendering holders of old Series D notes that have not validly withdrawn the tender of their old Series D notes prior to the Attachment Date will not be paid the principal amount otherwise due June 1, 2009 because of the Forbearance, Waiver and Extension agreed to by such tendering holders.

***If a holder of old Series D notes tenders, and subsequently withdraws, its old Series D notes from the exchange offers after the Attachment Date (in the event withdrawal rights have been extended past or reinstated after the Attachment Date), such withdrawn Series D old notes will remain subject to the Forbearance, Waiver and Extension with respect to such notes unless and until the exchange offers are terminated or consummated.***

By tendering, and not validly withdrawing, their old Series D notes, holders of old Series D notes will irrevocably agree in the event the exchange offers are extended beyond June 1, 2009, to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and waive any and all of the rights and remedies available to such holders under such old Series D notes or the indenture governing such old Series D notes, in each case until the Forbearance, Waiver and Extension Termination Date. If a holder of old Series D notes validly withdraws tendered old Series D notes prior to the Attachment Date (in the event withdrawal rights have been extended past or reinstated after the Attachment Date), then such old

Series D notes will not be subject to the Forbearance, Waiver and Extension. However, if a holder of old Series D notes validly withdraws its old Series D notes at any time following the Attachment Date, then such old Series D notes, notwithstanding such withdrawal or any subsequent transfer, will continue to be subject to the Forbearance, Waiver and Extension until the Forbearance, Waiver and Extension Termination Date.

Amended Series D notes subject to the Forbearance, Waiver and Extension will have a new CUSIP number and, therefore, will not be fungible with the old Series D notes which are not subject to the Forbearance, Waiver and Extension. During the period from the Attachment Date until the Forbearance, Waiver and Extension Termination Date, for any old Series D notes for which the Forbearance, Waiver and Extension have not attached, there may be limited liquidity in such notes as a result of the separation of the CUSIP numbers.

***Approval of the VEBA Modifications is subject to appeal and such modifications could be entirely unwound. Implementing the VEBA Modifications may require us to use an alternative structure to comply with ERISA rules and we cannot assure you the structure will not violate these rules.***

Once we have reached an agreement on the VEBA Modifications, it will require judicial and regulatory approvals, including the approval of the United States District Court for the Eastern District of Michigan. Any approval we obtain from the District Court for the Eastern District of Michigan, if challenged, will be subject to appellate review, which may not be resolved for months or years after the closing of the exchange offers, and such approval may be reversed, modified or remanded for further proceedings. In addition, in the event of any reversal, modification or remand of the approval of the District Court for the Eastern District of Michigan, the terms of the VEBA Modifications may be required to be modified in a materially adverse manner or entirely unwound (in which case all or a portion of the settlement amount of payments to the New VEBA could be owing in cash). In addition, there are limitations on the amount of our common stock the New VEBA can hold at any time without violating the prohibited transactions provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"). Consequently, we expect that subsequent to the receipt of the court approval of the VEBA Modifications and completion of the exchange offers we will need to obtain an exemption from the Department of Labor to allow the New VEBA to directly hold all of the common stock which may be issuable to it pursuant to the VEBA Modifications. Receipt of this exemptive relief is not a condition to the exchange offers. Although we have no reason to believe we will not receive such exemptive relief, we cannot assure you such relief will be granted. While such application for exemptive relief is pending and if such relief were ultimately denied, we and the New VEBA will be required to employ an alternative mechanism to implement the VEBA Modifications and the beneficial ownership of common stock issuable pursuant thereto in accordance with the requirements of the agreement approved by the District Court for the Eastern District of Michigan. We cannot assure you that such mechanism will not be found to violate the ERISA prohibited transactions rules or that we will be able to employ another mechanism that satisfies those rules. If we violate these rules and fail to correct the violation timely, we could be subject to substantial fines and be deemed in breach of our fiduciary obligations.

**Risks Related to Non-Tendered Old Notes**

***If the exchange offers are consummated, proposed amendments to the debt instruments governing the old notes will reduce the protections afforded to non-tendering holders of old notes.***

If the exchange offers are consummated, then the debt instruments governing non-tendered old notes will be amended and holders of old notes will be bound by the terms of these debt instruments even if they did not consent to the proposed amendments.

The proposed amendments would eliminate provisions under the debt instruments governing non-tendered old notes, including:

- the limitation on our ability to incur liens and enter into sale-leaseback transactions;
- the limitation on merger, consolidation, sales or conveyance of assets; and
- certain events of default relating to the failure to perform non-payment related covenants and certain events of bankruptcy, insolvency or reorganization.

In addition, the proposed amendments to the debt instruments governing the non-USD old notes would add the call option, which we intend to exercise immediately upon the effectiveness thereof, if adopted. See "*Proposed Amendments—Non-USD Old Notes.*"

***If the exchange offers are consummated, there will be less liquidity in the market for non-tendered old notes, and the market prices for non-tendered old notes may therefore decline and the volatility of such prices may increase.***

If the exchange offer for a series of old notes is consummated, the aggregate principal amount of outstanding old notes of that series will be substantially reduced. Therefore, the liquidity and market price for old notes that are not validly tendered in the exchange offers may be adversely affected. The reduced float also may make the trading prices of old notes that are not exchanged more volatile.

**Risks Related to Securities Issued in the Exchange Offers**

***We have not obtained or requested a fairness opinion with respect to the exchange consideration.***

We have not obtained or requested, and do not intend to obtain or request, a fairness opinion from any banking or other firm as to the fairness of the exchange consideration or of the relative values of the old notes to the exchange consideration. If you tender your old notes, there is no assurance that the value of the exchange consideration you receive will be equal to or greater than the value of your old notes.

***We may purchase or repay any old notes not tendered in the exchange offers on terms that could be more favorable to holders of such old notes than the terms of the exchange offers.***

Subject to applicable law, after the expiration date, we may purchase old notes in the open market, in privately negotiated transactions, through subsequent tender or exchange offers or otherwise. Any other purchases may be made on the same terms or on terms which are more or less favorable to holders of such old notes than the terms of the exchange offers. We also reserve the right to repay any old notes not tendered in accordance with their terms. If we decide to repurchase or repay old notes that are not tendered in the exchange offers, those holders who decided not to participate in the exchange offers could be better off than those who participated in the exchange offers.

***We expect to issue a substantial amount of GM common stock in connection with the exchange offers, the U.S. Treasury Debt Conversion and the VEBA Modifications, and we cannot predict the price at which GM common stock will trade following the exchange offers.***

Assuming full participation in the exchange offers, (a) approximately 60 billion shares of GM common stock will be issued in connection with the exchange offers, the U.S. Treasury Debt Conversion and the VEBA Modifications, which would represent approximately 99% of the pro forma outstanding GM common stock, and (b) the percentage of pro forma outstanding GM common stock to be held by (i) holders of old notes tendered in the exchange offers would be approximately 10%, (ii) the U.S. Treasury (or its designee) and the New VEBA would be approximately 89% and (iii) existing GM common stockholders would be approximately 1%.

We cannot predict what the demand for GM common stock will be following the exchange offers, how many shares of GM common stock will be offered for sale or be sold following the exchange offers or the price at which GM common stock will trade following the exchange offers. Some of the holders of old notes may be investors that cannot or are unwilling to hold equity securities and may therefore seek to sell the GM common stock they receive in the exchange offers. There are no agreements or other restrictions that prevent the sale of a large number of our shares of GM common stock immediately following the exchange offers. The shares of GM common stock offered pursuant to this prospectus in exchange for the old notes have been registered with the

SEC. As a consequence, those shares will, in general, be freely tradable in the United States. Sales of a large number of shares of GM common stock after the exchange offers could materially depress the trading price of GM common stock.

***Our common stock may be delisted by the NYSE.***

Our common stock is currently listed on the NYSE. We may fail to comply with the continued listing requirements of the NYSE, and the failure to do so may result in the delisting of our common stock. NYSE rules require, among other things, that the minimum listing price of our common stock be at least $1.00 for more than 30 consecutive trading days. If we fail to comply with the minimum listing price requirement and are unable to cure such defect within the six months following the receipt of any notice from the NYSE regarding our failure to achieve the minimum listing price of our common stock, the NYSE may delist our common stock. Delisting will have an adverse impact on the liquidity of our common stock and, as a result, the market price for our common stock may decline and become more volatile. Delisting could also make it more difficult for us to raise additional capital.

While we hope that the reverse stock split will have the effect of increasing the minimum bid price of our common stock, the minimum bid price may not increase, at all or for any period of time, and we may not be successful in maintaining the listing of our common stock on the NYSE.

***If our common stock is deemed a penny stock, its liquidity will be adversely affected.***

If the market price for our common stock continues to remain below $5.00 per share, our common stock may be deemed to be a penny stock. If our common stock is considered a penny stock, it would be subject to rules that impose additional sales practices on broker-dealers who sell our securities. For example, broker-dealers must make a special suitability determination for the purchaser and have received the purchaser's written consent to the transaction prior to sale. Also, a disclosure schedule must be delivered to each purchaser of a penny stock, disclosing sales commissions and current quotations for the securities. Monthly statements are also required to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. Because of these additional conditions, some brokers may choose to not effect transactions in penny stocks. This could have an adverse effect on the liquidity of our common stock.

***We are subject to restrictions on paying dividends on our common stock and we do not intend to pay dividends on our common stock in the foreseeable future.***

We do not anticipate that we will be able to pay any dividends on our shares of common stock in the foreseeable future. We intend to retain any future earnings to fund operations, debt service requirements and other corporate needs. In addition, our revolving credit and term loan agreements and the U.S. Treasury Loan Agreements prohibit the payment of dividends on our common stock without first receiving the requisite lender consent under each respective agreement.

***If less than all holders of old notes tender their old notes and, following the consummation of the exchange offers, we were to subsequently liquidate our assets, the holders of old notes who have not tendered their old notes would have a priority on repayment over any holders of equity interests.***

If not all holders of the old notes tender their old notes and, following the consummation of the exchange offers, we subsequently cease operations and liquidate our assets (inside or outside a bankruptcy case), the holders of the outstanding old notes would be entitled to receive the principal and accrued and unpaid interest on such old notes out of our assets before our equity holders (including tendering holders to the extent they retain GM common stock received as exchange consideration) would receive a distribution. All equity holders would thereafter receive a recovery only if assets remain after all of our debts are paid in full. Accordingly, if holders tender their old notes in the exchange offers and, following the consummation of the exchange offers, we were to subsequently liquidate our assets, such holders may receive less than if they did not tender their old notes.

***To the extent holders of old notes receive GM common stock in the exchange offers they will lose their contractual rights as creditors.***

GM common stock received as exchange consideration for old notes tendered in the exchange offers will not carry the contractual rights that the old notes benefit from. Tendering holders of old notes who become stockholders after consummation of the exchange offers may suffer more from future adverse developments relating to our financial condition, performance, results of operations or prospects than they would as holders of our indebtedness. In addition, unlike indebtedness, where principal and interest are payable on specified due dates, in the case of the GM common stock, dividends are payable only to the extent declared by our board in compliance with applicable law and our contractual commitments, if at all.

**Risks Related to the U.S. Treasury Debt Conversion**

***Following the U.S. Treasury Debt Conversion, the U.S. Treasury (or its designee) will own a controlling interest in GM and its interests may differ from those of our other stockholders.***

In accordance with the U.S. Treasury Debt Conversion, GM expects to issue shares of GM common stock to the U.S. Treasury (or its designee) that would consist of at least 50% of our pro forma common stock ownership upon consummation of the exchange offers. We currently are in discussions with the U.S. Treasury regarding the governance of our company following consummation of the exchange offers and therefore we cannot assure you as to what role the U.S. Treasury will play. Absent other arrangements, as a result of its ownership of GM common stock, the U.S. Treasury will be able to elect all of our directors and to control the vote on substantially all matters brought for a stockholder vote. In addition, through its stockholder voting rights and election of directors, and its role as a significant lender to us, the U.S. Treasury will be able to exercise significant influence and control over our business if it elects to do so. For example, the U.S. Treasury will be able (if it elects to do so) to influence matters including:

- the selection and tenure and compensation of our management;
- our business strategy;
- our relationship with our employees, unions and other constituencies; and
- our financing activities, including the issuance of debt and equity securities.

In the future we may also become subject to new and additional government regulations regarding various aspects of our business as a result of the U.S. government's ownership in (and financing of) our business. These regulations could make it more difficult for us to compete with other companies that are not subject to similar regulations.

To the extent the U.S. Treasury elects to exercise influence or control over us, its interests (as a government entity) may differ from those of our other stockholders.

In addition, the U.S. Treasury's ability to prevent any change in control of GM could also have an adverse effect on the market price of GM common stock. The U.S. Treasury may also, subject to applicable securities laws, transfer all or any portion of its GM common stock to another person or entity and, in the event of such a transfer, that person or entity could become the controlling stockholder.

***Possible future sales of GM common stock by the U.S. Treasury could adversely affect the market for GM common stock.***

We cannot assure you as to if, when, how or to whom the U.S. Treasury will transfer its GM common stock, or the effect, if any, that future sales (whether public or private) by the U.S. Treasury of GM common stock would have on the market price of such stock. Sales or other transfers of substantial amounts of GM common stock, or the perception that such sales could occur, could adversely affect the market price of GM common stock. If the U.S. Treasury sells or transfers shares of GM common stock as a block, another person or entity could become a controlling shareholder of our company.

***The U.S. Treasury Debt Conversion will, or in some cases may, give counterparties to some financing arrangements, joint venture arrangements, commercial contracts and other arrangements to which we or our subsidiaries are party (or by which we or they are otherwise affected) the ability to exercise rights and remedies under such arrangements which, if exercised, may have material adverse consequences.***

The issuance of GM common stock in connection with the U.S. Treasury Debt Conversion will, or in some cases may, be considered a change of control for purposes of some of the financing arrangements, joint venture arrangements, employee benefits plans, commercial contracts and other arrangements to which we and our subsidiaries are a party, entitling the counterparty or beneficiary to exercise rights and remedies. The counterparty or beneficiary could have the ability, depending on the arrangement, to, among other things, terminate the arrangement, require early repayment of amounts owed by us or our subsidiaries and in some cases payment of penalty amounts, require specified payments, or purchase our joint venture interest or otherwise require the dissolution of the joint venture. In these cases we intend to enter into discussions with the counterparties where appropriate to seek a waiver under, or amendment of, the arrangements to avoid or minimize any potential adverse consequences. We cannot assure you that we will be successful in avoiding or minimizing the adverse consequences which, individually or collectively, may have a material adverse effect on our ability to successfully implement our Viability Plan (which does not reflect the impact of any such adverse consequences, financial or otherwise) and on our consolidated financial position and results of operations. GMAC and its subsidiaries are also parties to certain financing and other arrangements that have similar change of control provisions (as a result of our current or historic ownership interest in GMAC and the significant commercial relationships between us) that will, or in some cases may, be triggered by the issuance of GM common stock in connection with the U.S. Treasury Debt Conversion. If GMAC is unable to successfully avoid or minimize the adverse consequences under those arrangements, it and we could be adversely affected.

**Tax Risk Factors**

***We expect to lose a significant amount of our tax attributes as a result of the exchange offers.***

We expect to realize cancellation of indebtedness income ("COD income") as a result of the restructuring of our debt obligations, including the exchange offers, to the extent that the value of GM common stock issued in satisfaction of our debt obligations is less than the "adjusted issue price" of such debt obligations. The exact amount of any COD income that will be realized by us will not be determinable until the closing of the exchange offers.

To the extent we are considered solvent from a tax perspective immediately prior to the completion of the exchange offers and the cancellation of indebtedness occurs outside of a reorganization case under Chapter 11, the resulting COD income recognized by us may generally be offset by our available net operating losses, net operating loss carryforwards and other tax attributes. Any amount of COD income in excess of such available attributes could result in a current tax liability.

To the extent we are considered insolvent from a tax perspective immediately prior to the completion of the exchange offers, any COD income would be excludible from our taxable income, but only up to the amount by which we are insolvent. If the discharge of our debt obligations were to occur in a reorganization case under Chapter 11, all COD income would be excludible from our taxable income.

If and to the extent any amount attributable to the cancellation of indebtedness is excluded from income pursuant to the insolvency or the bankruptcy exceptions, we will generally be required to reduce our tax attributes, including, but not limited to, our current year net operating losses, net operating loss carryforwards, credit carryforwards and basis in certain assets. If our realized COD income exceeds our available tax attributes to offset it, such excess is permanently excluded from income.

As a result, whether or not COD income is included in income or exempt by reason of the insolvency or bankruptcy exceptions, we expect that the exchange offers will result in a significant reduction in, and possible elimination of, our tax attributes.

We currently have substantial net operating loss carryforwards and certain other tax attributes that are available to offset COD income and, possibly, taxable income in future years. However, Section 382 of the Internal Revenue Code of 1986, as amended (the "Tax Code") provides that, if a corporation undergoes an "ownership change," its ability to use its net operating loss carryforwards and certain other tax attributes could thereafter be subject to limitation under Section 382 of the Tax Code. Despite this general rule, no annual limitation will apply to an ownership change resulting from a restructuring plan of a taxpayer that is required pursuant to the taxpayer's loan with the U.S. Treasury under the Emergency Economic Stabilization Act of 2008. In addition, according to an IRS Notice, stock issued to the U.S. Treasury pursuant to the Automotive Industry Financing Program is not considered to increase the U.S. Treasury's ownership of the issuing entity for purposes of Section 382 of the Tax Code. We are undertaking the exchange offers and the U.S. Treasury Debt Conversion to meet our debt reduction obligations that are part of the restructuring requirements of the first U.S. Treasury Loan Agreement. There can be no assurance however, that these or subsequent events involving our stock (including the disposition by the U.S. Treasury of its shares of GM common stock acquired pursuant to the U.S. Treasury Debt Conversion) will not give rise to an ownership change that is subject to the limitations under Section 382 of the Tax Code. Our inability to use our net operating loss carryforwards and other tax attributes could have an adverse impact on our financial position and results of operations.

In addition, to the extent that we have or incur any debt obligations to the U.S. Treasury following the U.S. Treasury Debt Conversion, the deductibility of interest thereon may be limited under Section 163(j) of the Tax Code.

GM Nova Scotia is expected to realize a forgiven amount under the debt forgiveness rules of the *Income Tax Act* (Canada) as a result of the implementation of the exchange offers for the old GM Nova Scotia notes and any exercise of the call option to settle the old GM Nova Scotia notes, and may otherwise realize forgiven amounts under these rules as a result of the settlement of other GM intercompany obligations owing by GM Nova Scotia as part of the implementation of the exchange offers and the exercise of the call option. The final impact to GM Nova Scotia in any such case under the rules of the *Income Tax Act* (Canada) is uncertain. However, the realization of a forgiven amount by GM Nova Scotia could cause adverse Canadian tax consequences to GM Nova Scotia for these purposes, including the inclusion of up to half of any such forgiven amount in computing the income of GM Nova Scotia.

***Holders of old Series D notes might be fully taxed in connection with the exchange offers.***

Because the original term of the old Series D notes was less than five years, it is unclear whether the old Series D notes should be treated as "securities" for U.S. federal income tax purposes. If the old Series D notes are not treated as securities, the exchange of the old Series D notes pursuant to the exchange offers would be treated as a fully taxable transaction such that a holder that realizes gain upon the exchange generally would be required to recognize its full gain, if any.

**Risks Relating to Our Viability Plan and Our Business**

***Unless we successfully implement all key elements of our Viability Plan, we may not be able to continue as a going concern even if we consummate the exchange offers.***

Our independent registered public accounting firm issued an opinion on our December 31, 2008 consolidated financial statements that states that the consolidated financial statements were prepared assuming we will continue as a going concern and further states that our recurring losses from operations, stockholders' deficit and inability to generate sufficient cash flow to meet our obligations and sustain our operations raise substantial doubt about our ability to continue as a going concern. We are seeking to address these matters through the implementation of our Viability Plan. Our future and our ability to continue as a going concern are dependent on a number of factors, including among other things (a) successfully consummating the exchange offers, (b) receiving approval of our Viability Plan by the U.S. Treasury, (c) successfully implementing the Labor Modifications, VEBA Modifications and the U.S. Treasury Debt Reduction, (d) obtaining sufficient financing

from the U.S. Treasury, other governmental entities or other sources to continue operations, (e) successfully implementing the operational restructuring actions and improvements contemplated by our Viability Plan, (f) continuing to procure necessary systems, components and parts from Delphi and other suppliers, (g) GMAC continuing to provide financing to our dealers and customers, and (h) consumers' purchasing our products in substantially higher volumes than currently is the case.

If any of the foregoing are not obtained or achieved, including those that will not have been obtained or achieved before or upon consummation of the exchange offers, we may not be able to continue as a going concern and may be forced to seek relief under the U.S. Bankruptcy Code even if we consummate the exchange offers, and holders of GM common stock, including holders of old notes that received GM common stock pursuant to the exchange offers or upon exercise of the call option, may receive no distribution.

***Even if we successfully consummate the exchange offers, our business, the success of our Viability Plan and our ability to continue as a going concern will be highly dependent on sales volume. Global vehicle sales have declined rapidly and there is no assurance that the global automobile market will recover in the near future or that it will not suffer a significant further downturn.***

Our business and financial results are highly sensitive to sales volume, as demonstrated by the effect of sharp declines in vehicle sales in the United States since 2007 and globally during 2008. Vehicle sales in the United States have fallen 39% on an annualized basis since their peak in 2007, and sales globally have declined 19% on an annualized basis since their 2007 peak. The deteriorating economic and market conditions that have driven the drop in vehicle sales, including declines in real estate and equity values rising, unemployment, tightened credit markets, depressed consumer confidence and weak housing markets, are not likely to improve significantly during 2009 and may continue past 2009 and could get worse. Our Viability Plan is based on assumptions that vehicle sales will decline further in 2009 versus 2008 but will gradually begin to recover from the 2009 first quarter "trough" of a seasonally adjusted annual rate of 9.7 million vehicle sales to a full year 2009 calendar year level of 10.5 million and a 2010 calendar year level of 12.5 million. GM dealers in the United States sold 412,903 vehicles during the first quarter of 2009, which represents a decline of approximately 49% compared to the same period in 2008. The baseline sales assumption in our Viability Plan for the United States in 2009 is 2,048,000 vehicles, which is based on a baseline industry vehicle sales forecast for 2009 of 10.5 million total vehicles sold in the United States. Our market share forecast for 2009 is 19.5% in the United States. Sales volumes may decline more severely or take longer to recover than we expect, however, and if they do, our results of operations and financial condition and the success of our Viability Plan will be materially adversely affected.

***The success of our Viability Plan and our ability to continue as a going concern depend on our ability to obtain significant additional funding from the United States and certain foreign governments.***

In the February 17 Viability Plan we submitted to the President's Designee pursuant to the First U.S. Treasury Loan Agreement, we forecasted a need for funding from the U.S. Treasury of $22.5 billion under our baseline scenario and $30.0 billion under our downside scenario (in each case including the $13.4 billion then outstanding under the First U.S. Treasury Loan Agreements, but not including the $748.6 million promissory note we issued to the U.S. Treasury as part of the compensation for the loans thereunder and the $884.0 million we borrowed to purchase additional membership interests in GMAC). In order to execute our current Viability Plan, we currently forecast a need for U.S. Treasury funding totaling $27.0 billion, representing the $22.5 billion requested in our February 17 Viability Plan submission under our baseline scenario, plus an additional $4.5 billion needed to implement incremental restructuring actions, cover higher projected negative operating cash flow primarily due to lower forecasted vehicle sale volumes in North America, and to compensate for lower than originally forecasted proceeds from asset sales and other sources of financing, including Section 136 Loans. Our current Viability Plan assumes that we receive $5.7 billion of Section 136 Loans and an additional $5.6 billion in funding from foreign governments. We have currently received a total of $15.4 billion under the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement (excluding the $882.0 million of promissory notes issued to the U.S. Treasury as compensation for the loans thereunder and the $884.0 million we borrowed to purchase additional membership interests in GMAC).

We currently forecast that we will need an additional $2.6 billion of working capital loans from the U.S. Treasury prior to June 1, 2009 and $9.0 billion thereafter. We cannot assure you that the U.S. Treasury will provide any additional loans. In addition, we do not expect that the Department of Energy will determine that we meet the viability requirement for eligibility to receive Section 136 Loans unless and until the U.S. Treasury approves our Viability Plan. Even if the U.S. Treasury approves our Viability Plan, we cannot be certain that the Department of Energy will approve our requests for Section 136 Loans. We also are in the process of requesting temporary loan support from certain foreign governments, including Canada, Germany, the United Kingdom, Sweden and Thailand. We believe that obtaining funding from these governmental sources will be necessary to continue to operate our business in its anticipated scope. We have not received any commitment with regard to the additional proposed borrowings from either the U.S. government or any foreign governments, and there is no assurance that we will be successful in obtaining the additional governmental funding we will need to continue to operate our business. Moreover, even if we receive commitments for the required funding (our receipt of evidence of the U.S. Treasury Commitment is a condition to the consummation of the exchange offers), we do not know what the terms of, and conditions for, borrowing will be and cannot be sure we will be able to satisfy them as and when funding is needed. The failure to obtain sufficient funding from the U.S. government and governments outside the United States in the amounts, at the times and at GM or GM subsidiary entities as contemplated, may require us to contract or terminate operations, dispose of certain assets or further restructure GM or certain United States or foreign subsidiaries out of court or through in court insolvency or similar proceedings. If we fail to obtain sufficient funding for any reason, we and/or any affected subsidiaries would not be able to continue as a going concern and would likely be forced to seek relief under the U.S. Bankruptcy Code or similar foreign laws.

***Even if we successfully consummate the exchange offers, inadequate liquidity could materially adversely affect our business operations in the future.***

Even if we successfully consummate the exchange offers, we will require substantial liquidity to implement long-term cost savings and restructuring plans, continue capital spending to support product programs and development of advanced technologies, and meet scheduled term debt and lease maturities, in each case as contemplated by our Viability Plan. If we continue to operate at or close to the minimum cash levels necessary to support our normal business operations, we may be forced to further curtail capital spending, research and development and other programs that are important to the future success of our business. Our suppliers might respond to an apparent weakening of our liquidity position by requesting quicker payment of invoices or other assurances. If this were to happen, our need for cash would be intensified.

In the fourth quarter of 2008, our available liquidity dropped below the level necessary to operate our business. Although we received significant liquidity through our borrowings pursuant to the First U.S. Treasury Loan Agreement, we will require significant additional funding during the remainder of 2009 and beyond to operate our businesses given the current business environment and therefore our required liquidity could be significantly higher than we currently anticipate. In addition to the availability of governmental funding, our ability to maintain adequate liquidity through 2009 and beyond will depend significantly on the volume and quality of vehicle sales, the continuing curtailment of operating expenses and capital spending and the completion of some of our planned asset sales. Our forecasted liquidity needs are sensitive to changes in each of these and other factors. For discussion of risks related to obtaining required financing, see "*Risk Factors—The Success of Our Viability Plan and our ability to continue as a going concern depend on our ability to obtain significant additional funding from the United States and certain foreign governments.*"

***Our Viability Plan relies in large part upon assumptions and analyses developed by us. If these assumptions and analyses prove to be incorrect, our Viability Plan may be unsuccessful and we may be unable to continue as a going concern.***

Our Viability Plan relies in large part upon assumptions and analyses that we developed based on our experience and perception of historical trends, current conditions and expected future developments, as well as

other factors that we consider appropriate under the circumstances. Whether actual future results and developments will be consistent with our expectations and assumptions as reflected in our Viability Plan depends on a number of factors, including but not limited to:

- Our ability to obtain adequate liquidity and financing sources and establish an appropriate level of debt, including our ability to consummate the exchange offers and negotiate the VEBA Modifications with VEBA-settlement class;
- Our ability to realize production efficiencies and to achieve reductions in costs as a result of the turnaround restructuring and the Labor Modifications;
- Our ability to restore consumers' confidence in our viability as a continuing entity and to attract sufficient customers, particularly for our new products, including cars and crossover vehicles;
- The availability of adequate financing on acceptable terms to our customers, dealers, distributors and suppliers to enable them to continue their business relationships with us;
- The continued financial viability and ability to borrow of our key suppliers, including Delphi's ability to address its underfunded pension plans and to emerge from bankruptcy proceedings;
- Our ability to sell, spin-off or phase out some of our brands as planned, to manage the distribution channels for our products and to complete other planned asset sales;
- Our ability to qualify for federal funding for our advanced technology vehicle programs under Section 136 of EISA, which we believe is dependent on our ability to demonstrate our viability to the U.S. Treasury;
- The ability of our foreign operations to successfully restructure and receive adequate financial support from their host governments and other sources;
- the continued availability of both wholesale and retail financing from GMAC and its affiliates in the United States, Canada and the other markets in which we operate and to support our ability to sell vehicles in those markets, which is dependent on GMAC's ability to obtain funding and which may be suspended by GMAC if GMAC's credit exposure to us exceeds certain limitations provided in our operating arrangements with GMAC; and
- The overall strength and stability of general economic conditions and of the automotive industry, both in the United States and in global markets.

In addition, our Viability Plan relies upon financial projections, including with respect to (1) revenue growth and improvements in earnings before interest, taxes, depreciation and amortization margins, (2) growth in earnings and cash flow, (3) the amounts of future pension contributions, (4) the value and operating results of unconsolidated subsidiaries, (5) the value of expected asset sales and (6) the amounts of other restructuring costs, including those related to Delphi. Financial forecasts are necessarily speculative, and it is likely that one or more of the assumptions and estimates that are the basis of these financial forecasts will not be accurate. Accordingly, we expect that our actual financial condition and results of operations will differ, perhaps materially, from what we describe in our Viability Plan. Consequently, there can be no assurance that the results or developments contemplated by our Viability Plan will occur or, even if they do occur, that they will have the anticipated effects on us and our subsidiaries or our businesses or operations. The failure of any such results or developments to materialize as anticipated could materially adversely affect the successful execution of our Viability Plan and our ability to continue as a going concern.

***Even if we successfully consummate the exchange offers, our indebtedness and other obligations will continue to be significant. If the current economic environment does not improve, we will not be able to generate sufficient cash flow from operations to satisfy our obligations as they come due, and as a result we would need additional funding, which may be difficult to obtain.***

Even if we successfully consummate the exchange offers, and complete the other steps of our Viability Plan, we will continue to have a significant amount of indebtedness and other obligations. On a pro forma basis as of December 31, 2008, assuming holders tender in the exchange offers at the Assumed Participation Level, GM's outstanding consolidated indebtedness would have been approximately $25.3 billion. In addition, as described above, under our Viability Plan we forecast that we will need significant additional borrowings from the U.S. government and certain foreign governments, as a result of which, our total debt outstanding would increase.

Our significant current and future indebtedness and other obligations are likely to have several important consequences. For example, it could:

- Require us to dedicate an even more significant portion of our cash flow from operations than we currently do to the payment of principal and interest on our indebtedness and other obligations, which will reduce the funds available for other purposes such as product development;
- Make it more difficult for us to satisfy our obligations;
- Make us more vulnerable to adverse economic and industry conditions;
- Limit our ability to withstand competitive pressures;
- Limit our ability to fund working capital, capital expenditures and other general corporate purposes;
- Make us more vulnerable to any continuing downturn in general economic conditions and adverse developments in our business; and
- Reduce our flexibility in responding to changing business and economic conditions.

If current economic conditions do not improve as and to the extent contemplated by our Viability Plan, we will not be able to generate sufficient cash flow from operations in the future to allow us to service our debt, pay our other obligations as required and make necessary capital expenditures, in which case we might be forced to seek additional financing, dispose of certain assets, minimize capital expenditures or seek to refinance some or all of our debt. There is no assurance that any of these alternatives would be available to us, if at all, on satisfactory terms or on terms that would not require us to breach the terms and conditions of our existing or future debt agreements.

***Despite our current levels of indebtedness, we and our subsidiaries are permitted to incur additional indebtedness in certain circumstances and take other actions that could increase the risks associated with our substantial leverage.***

We and our subsidiaries may be able to incur substantial additional indebtedness in the future, including secured indebtedness. Although the agreements governing certain of our indebtedness, including the U.S. Treasury Loan Agreements, contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and the indebtedness incurred in compliance with these restrictions could be substantial. If we or our subsidiaries incur additional indebtedness, the risks associated with our substantial leverage would increase.

***Any future issuance of preference shares, preferred shares or additional shares of common stock could adversely affect the rights of holders of our common stock, which may negatively impact your investment in our common stock.***

Our board of directors is authorized to issue additional shares of common stock and additional classes or series of preference stock and preferred stock without any action on the part of the stockholders. The board of

directors also has the power, without stockholder approval, to set the terms of any such classes or series of preference stock or preferred stock that may be issued, including voting rights dividend rights and preferences over the common stock with respect to dividends or upon the liquidation, dissolution or winding up of our business and other terms. If we issue shares of preferred stock or preference stock in the future that have a preference over the common stock with respect to the payment of dividends or upon liquidation, dissolution or winding up, or if we issue shares of preference stock or preferred stock with voting rights that dilute the voting power of the common stock, the rights of holders of the common stock or the market price of the common stock could be adversely affected. In addition, we may issue additional common stock or preference or preferred shares convertible into our common stock in connection with any further financial assistance from, or the equitization of any existing debt financing provided by, the U.S. Government or the governments of other countries in which we operate. Any such issuance could have a negative impact on the market price of our common stock.

***Our Viability Plan contemplates that we restructure our operations in various foreign countries but we may not succeed in doing so and that could have a material and adverse effect on our business.***

Our Viability Plan contemplates that we restructure our operations in various foreign countries and we are actively working to accomplish this. For example, Saab filed for reorganization protection under the laws of Sweden in February 2009. In connection with this reorganization, we have contacted a number of bidders and have provided them with information regarding Saab's operations. Saab may receive third party financing, in its reorganization but we currently do not intend to make any additional investments in Saab. In March 2009, we reached an agreement with the Canadian Auto Workers Union, which we expect will reduce the legacy costs associated with General Motors of Canada Limited's operations by approximately C$930 million. This agreement is contingent upon our successfully receiving funding from the government of Canada for our Canadian operations. We are currently in advanced discussions with the government of Canada with respect to such funding but we cannot assure you that we will receive the funding. We are also continuing to work towards a restructuring of our German and certain other European operations, which could include a third party investment in Adam Opel GmbH (one of our existing German subsidiaries) that would own all or a significant part of our European operations. We are currently in talks with the German government and several parties with respect to such an investment. In addition, we are pursuing restructurings of our operations in other foreign countries and engaging in discussions with other foreign governments regarding financial support for our foreign operations. We cannot be sure that we will be able to successfully complete any of the contemplated restructurings, or if we do, what the terms will be. Restructurings, whether or not ultimately successful, often involve significant disruption to the business and diversion of management attention away from business operations, and may involve labor disruptions, all of which can adversely affect the business. Moreover, most of our restructurings require significant financing from foreign governments or other sources, which may be difficult to obtain, or if available, may be on terms that are unfavorable to us. In addition, restructurings (like the one currently being pursued for our German and certain European operations) may involve the sale of significant equity interests to lenders or investors, which could significantly reduce our ownership interest and control over the affected operations, and could adversely impact other operations in our company. We cannot assure you that any of our contemplated restructurings will be completed or achieve the desired results, and if we cannot successfully complete the restructurings out of court, we may seek to, we or the directors of the relevant entity may be compelled to, or creditors may force us to, seek relief under applicable local bankruptcy, reorganization, insolvency or similar laws, where we may lose control over the outcome of the restructuring process due to the appointment of a local receiver, trustee or administrator (or similar official) or otherwise and which could result in a liquidation and us losing all or a substantial part of our interest in the business.

***Negative developments in the availability or terms of consumer credit through GMAC or other sources materially adversely affected our sales in 2008 and may have a similar effect in 2009 if credit markets.***

Based on our historical relationship, GMAC finances a significant percentage of our global vehicle sales and virtually all of our U.S. sales involving subsidized financing such as below-market interest rates. Due to conditions in credit markets particularly later in 2008 and the first quarter of 2009, GMAC experienced severe

difficulty accessing new funding, and other sources of financing, other than through governmental programs such as the Troubled Asset Relief Program, were not readily available to fully meet GMAC's role in supporting our dealers and their retail customers. As a result, the number of vehicles sold with a subsidized financing rate or under a lease contract declined rapidly in the second half of the year, with lease contract volume dropping to zero by the end of 2008. This had a significant effect on our vehicles sales overall, since many of our competitors have captive finance subsidiaries that were better capitalized than GMAC and thus were able to offer consumers subsidized financing and leasing offers.

Similarly, many of the dealers that sell our products rely on GMAC financing to purchase our vehicles on a wholesale basis. The reduced availability of GMAC wholesale dealer financing (particularly in the second half of 2008), the increased cost of such financing and a continuation in the decline in the availability of other sources of dealer financing due to the general weakness of the credit market, has caused and will likely continue to cause dealers to modify their plans to purchase vehicles from us.

While GMAC's ability to provide consumer financing at subsidized rates has improved, lease financing remains largely unavailable. Because of recent modifications to our commercial agreements with GMAC, GMAC no longer is subject to contractual wholesale funding commitments or retail underwriting targets. Therefore, there can be no assurance that GMAC will continue to have adequate funding available at competitive rates to ensure that financing for purchases of our vehicles by our dealers and customers will be consistent with the funding levels and competitive rates that have historically been available from GMAC. In addition, availability of funding for both wholesale and retail sales from other sources, while improved, remains limited and would decrease if credit markets deteriorate.

In addition, the operating arrangements with us under which GMAC provides vehicle financing, including advances to us against delivery of vehicles in transit to dealers and financing to dealers and consumers, include certain limitations on GMAC's unsecured and total credit exposure to us, as calculated based on various factors. Some of these factors, such as the residual value of vehicles held as collateral by GMAC and GMAC's assessment of the credit risk of dealers, are beyond our control, and under certain circumstances some of these factors could fluctuate materially within a short period. GMAC's credit exposure to us can also be significantly affected by our subsidized financing programs. If we were to file bankruptcy or take certain actions after such a filing, the factors affecting calculation of GMAC's credit exposure to us are likely to produce a material increase in GMAC's exposure. In the event that GMAC's exposure to us exceeds the contractual limits for these or other reasons, GMAC has the right to suspend extending credit to us, including funding in-transit deliveries, participating in our subsidized financing programs and taking other actions under our arrangements that generate credit exposure to us. In the past, when the limit has been exceeded, GMAC has demanded and we have made cash payments to GMAC to reduce the amount of GMAC's credit exposure to us, and there can be no assurance that GMAC will not seek material payments from us in the future in order to satisfy the credit exposure limits. Were we to fail to make such a payment, GMAC could suspend the financing activities described above which would severely adversely affect our business.

***Because of our dependence on GMAC, we are subject to risks associated with its business and financial condition (including events relating to us).***

Because of our dependence on GMAC for the financing of a significant percentage of our global vehicle sales and virtually all of our U.S. sales involving subsidized financing such as sales incentives, as well as dealer financing for wholesale purchases, we are subject generally to risks associated with business and financial developments at GMAC. Moreover, if we were to file bankruptcy or take certain actions after such a filing it could result in events of default or early amortization events under certain of GMAC's credit facilities. Further, the acquisition of control of our company by the U.S. Treasury or any sale by us of an interest in GMAC as a result of our restructuring activities could trigger a change of control event of default under these facilities. An event of default or early amortization event under GMAC's facilities could seriously impair its ability to obtain financing and therefore to provide financing to support our vehicle sales. See the discussion under "*Risk Factors—Risks related to our ownership interest in GMAC*" in our annual report on form 10-K for the year

ended December 31, 2008, which is incorporated by reference herein and "*—Risks related to the U.S. Treasury Debt Conversion— the U.S. Treasury Debt Conversion will, or in some cases may, give counterparties to some financing arrangements, joint venture arrangements, commercial contracts and other arrangements to which we or our subsidiaries are party (or are otherwise affected) the ability to exercise rights and remedies under such arrangements which, if exercised, may have material adverse consequences.*"

***Even if we successfully consummate the exchange offers, we and our subsidiaries are party to various financing arrangements, joint venture arrangements, commercial contracts and other arrangements that under certain circumstances give, or in some cases may give, the counterparty the ability to exercise rights and remedies under such arrangements which, if exercised, may have material adverse consequences.***

We and our subsidiaries are party to various financing arrangements, joint venture arrangements, commercial contracts and other arrangements that give, or in some cases may give, the counterparty the ability to exercise rights and remedies upon the occurrence of a material adverse effect or material adverse change (or similar event), certain insolvency events, a default under certain specified other obligations or a failure to comply with certain financial covenants. Recent deteriorations in our business and that of certain of our subsidiaries may make it more likely that counterparties will seek to exercise rights and remedies under these arrangements. The counterparty could have the ability, depending on the arrangement, to, among other things, terminate or dissolve the arrangement, purchase our interests or require us to purchase interests in the joint venture at a price that is not favorable to us or require early repayment of amounts owed by us or our subsidiaries and in some cases payment of penalty amounts. In these cases, we intend to enter into discussions with the counterparties where appropriate to seek a waiver under, or amendment of, the arrangements to avoid or minimize any potential adverse consequences. We cannot assure you that we will be successful in avoiding or minimizing the adverse consequences which may, individually or collectively, have a material adverse effect on our ability to successfully implement our Viability Plan and on our consolidated financial position and results of operations. In addition, certain of our financing arrangements are terminable by the counterparty at any time (or on short notice) for any reason. The recent deteriorations in our business and that of certain of our subsidiaries may make it more likely that counterparties will seek to exercise their termination rights, which could, individually or collectively, have a material adverse effect on our ability to successfully implement our Viability Plan and on our consolidated financial position and results of operations.

***We have a highly integrated and complex corporate structure and operation and therefore if we or one or more of our subsidiaries have business or liquidity difficulties, it could have an a material adverse impact on other entities in our corporate group.***

We have a highly integrated and complex corporate structure and operation, with a wide range of intercompany transactions between us and our subsidiaries or among our subsidiaries. For example, various entities in our corporate group sell or provide parts or other products or services to other entities in the group. If as a result of business difficulties or for any other reason one or more of the entities does not buy from or sell to other entities as anticipated, it could materially and adversely affect those other entities. In addition, many of the entities in our corporate group participate in a complex global cash management system that manages cash pooling and foreign exchange risk and acts as a clearinghouse for payables by various entities to vendors. As part of this cash management system, entities deposit, lend and borrow money within the group on a regular basis. To the extent one or more entities in the group experiences business or liquidity difficulties, it may not be able to (or may choose not to) repay funds it has borrowed from other entities, which could have a material adverse effect on the lending entities. In addition, although generally required by our corporate policies to do so, entities could decide not to continue to participate in the global cash management system, which could have a material adverse effect on the other participants. Because GM currently operates with, and for the foreseeable future expects to continue to operate with, minimal excess liquidity and is subject to significant restrictions under the U.S. Treasury Loan Agreements on its ability to fund other entities within the corporate group, its ability to finance any shortfalls arising between the entities may be limited. Any disruptions in the contemplated intercompany transactions could have a material adverse effect on one or more entities in the group.

***Our pension and OPEB expenses and funding obligations are expected to increase significantly as a result of the weak performance of financial markets and its effect on plan assets.***

Our future funding obligations for our U.S. defined benefit pension plans qualified with the IRS and our estimated liability related to OPEB plans depend upon the future performance of assets set aside in trusts for these plans, the level of interest rates used to determine funding levels, the level of benefits provided for by the plans, actuarial data in healthcare inflation trend rates, and experience and any changes in government laws and regulations. Our employee benefit plans currently hold a significant amount of equity and fixed income securities. Due to our contributions to the plans and to the strong performance of these assets during prior periods, our U.S. hourly and salaried pension plans were consistently overfunded from 2005 through 2007, which allowed us to maintain a surplus without making additional contributions to the plans. However, due to significant declines in financial markets and a deterioration in the value of our plan assets, as well as the coverage of additional retirees, including certain Delphi hourly employees, we may need to make significant contributions to our U.S. pension plans in 2013 and beyond, assuming that interest rates remain at December 31, 2008 levels and pension fund assets earn 8.5%, annually, going forward. Our pension funds earned 10.7% in 2007 and had losses of 11.0% in 2008 and 3.8% during the first quarter of 2009. There is no assurance that interest rates will remain constant or that our pension fund assets can earn 8.5% annually, and our actual experience may be significantly more negative. In addition, our Canadian pension plans are currently significantly underfunded, which we expect will also require us to make significant additional annual contributions in the future. At December 31, 2008, our Canadian pension plans were underfunded by approximately $4.3 billion, on a U.S. GAAP basis. Our pension and OPEB expenses and funding may also be greater than we currently anticipate if our assumptions regarding plan earnings and expenses turn out to be incorrect.

If the market values of the securities held by our pension plans continue to decline, our pension and OPEB expenses would further increase and, as a result, could materially adversely affect our business. Decreases in interest rates that are not offset by contributions and asset returns could also increase our obligations under such plans. In addition, if local legal authorities increase the minimum funding requirements for our pension plans outside the United States, we could be required to contribute more funds, which would negatively affect our cash flow.

***The U.S. Treasury Loan Agreements contain significant representations and affirmative and negative covenants that may restrict our ability to take actions management believes are important to our long-term strategy, including our ability to enter into certain material transactions outside of the ordinary course of business.***

The First U.S. Treasury Loan Agreement and the similar provisions of the Second U.S. Treasury Loan Agreement contain representations and warranties, affirmative covenants requiring us to take certain actions and negative covenants restricting our ability to take certain actions. The affirmative covenants impose obligations on us with respect to, among other things, financial and other reporting to the U.S. Treasury (including periodic confirmation of compliance with certain expense policies and executive privilege and compensation requirements), any financial covenants that may be imposed, use of proceeds of asset sales, maintenance of facility collateral and other property, payment of obligations, compliance with various restrictions on executive privileges and compensation, a corporate expense policy, progress on our Viability Plan, and a cash management plan.

Under the First U.S. Treasury Loan Agreement, we are prohibited from entering into any proposed transaction outside the ordinary course of business that is valued at more than $100 million if it is determined that the transaction would be inconsistent with, or detrimental to, our long-term viability. In addition, the First U.S. Treasury Loan Agreement restricts our ability to manage our liquidity on a global basis by placing significant limitations on our ability to make intercompany loans to or equity investments in our foreign subsidiaries.

The negative covenants in the First U.S. Treasury Loan Agreement generally apply to us and our U.S. subsidiaries that provided guarantees of our obligations under that agreement and restrict us with respect to,

among other things, transactions with affiliates, granting liens, distributions on capital stock, amendments or waivers of certain documents, prepayments of senior loans, entering into new indebtedness, making investments (including in our foreign subsidiaries), ERISA and other pension fund matters, maintenance of facility collateral, sales of assets and entering into or amending joint venture agreements.

Compliance with the representations, warranties and affirmative and negative covenants contained in the First U.S. Treasury Loan Agreement could restrict our ability to take actions that management believes are important to our long-term strategy. If strategic transactions we wish to undertake are prohibited or inconsistent with, or detrimental to, our long-term viability, our ability to execute our long-term strategy could be materially adversely affected. In addition, monitoring and certifying our compliance with the First U.S. Treasury Loan Agreement requires a high level of expense and management attention on a continuing basis.

Although we expect that a substantial portion of the U.S. Treasury Debt outstanding under the U.S. Treasury Loan Agreements at June 1, 2009 will be exchanged for GM common stock in connection with the U.S. Treasury Debt Conversion, we anticipate that any continuing and future financing provided by the U.S. Treasury will be provided either under these agreements or under similar agreements but it could be provided under agreements or with terms that are significantly more restrictive and less favorable for us.

***Failure of our suppliers due to current economic conditions, or as a result of a bankruptcy filing by one of our major competitors, to provide us with the systems, components and parts that we need to manufacture our automotive products and operate our business could result in a disruption in our operations and have a material adverse effect on our business.***

We rely on many suppliers to provide us with the systems, components and parts that we need to manufacture our automotive products and operate our business. In recent years, a number of these suppliers, including but not limited to Delphi, have experienced severe financial difficulties and solvency problems, and some have sought relief under the U.S. Bankruptcy Code or similar reorganization laws. This trend has intensified in recent months due to the combination of general economic weakness, sharply declining vehicle sales and tightened credit availability that has affected the automobile industry generally. The substantial reduction in production volumes that we plan is likely to intensify this trend, particularly if, as we anticipate, similar volume reductions are executed by our competitors, who frequently purchase from the same suppliers that we do. Suppliers that are substantially dependent on our purchases may encounter difficulties in obtaining credit or may receive an opinion from their independent public accountants regarding their financial statements that includes a statement expressing substantial doubt about their ability to continue as a going-concern, which could trigger defaults under their financing or other agreements or impede their ability to raise new funds. Our suppliers might respond to an apparent weakening of our liquidity position and address their own liquidity needs by requesting faster payment of invoices or other assurances. If this were to happen, our need for cash would be intensified, and we might be unable to make payments to our suppliers as they become due.

When comparable situations have occurred in the past, our suppliers have attempted to increase their prices to us, pass through increased costs, alter payment terms or seek other relief. In instances where our suppliers have not been able to generate sufficient additional revenues or obtain the additional financing they need to continue their operations, either through private sources or government funding, some have been forced to reduce their output, shut down their operations or file for bankruptcy protection. Such actions are likely to increase our costs, create challenges to meeting our quality objectives and in some cases make it difficult for us to continue production of certain vehicles. To the extent we take steps in such cases to help key suppliers remain in business, that would adversely affect our liquidity. It may also be difficult to find a replacement for certain suppliers without significant delay.

In addition, in the event one of our major competitors files for protection under the U.S. Bankruptcy Code, the resulting disruption to the business of its suppliers and the automotive industry generally would further exacerbate the financial pressure and liquidity issues faced by our suppliers as discussed above, which likely would adversely impact us.

***As part of our Viability Plan, we have reduced compensation and headcount for our management and non-management salaried employees, which may materially adversely affect our ability to hire and retain salaried employees.***

As part of the cost reduction initiatives in our Viability Plan, we have discontinued salary increases, imposed reduction in salaries for at least six months ranging from 30% or more for the most highly paid executives to 3% for salaried employees who earn more than a specified minimum and reduced benefits to a level that we believe is significantly lower than offered by other major corporations. The First U.S. Treasury Loan Agreement restricts the compensation that we can provide to our top executives as well as prohibits certain types of compensation or benefits for any employees. At the same time, we have substantially decreased the number of salaried employees and will further reduce the number, so that the workload is shared among fewer employees and in general the demands on each salaried employee are increased. Companies in similar situations have experienced significant difficulties in hiring and retaining highly skilled employees, particularly in competitive specialties. Given our compensation structure and increasing job demands, there is no assurance that we will be able to hire and retain the employees whose expertise is required to execute our Viability Plan while at the same time developing and producing vehicles that will stimulate demand for our products.

***Our plan to reduce the number of our retail channels and core brands and to consolidate our dealer network is likely to reduce our total sales volume, may not create the structural cost savings we anticipate and is likely to result in restructuring costs that may materially adversely affect our result of operations.***

As part of our Viability Plan, we will focus our resources in the U.S. on our four core brands: Chevrolet, Cadillac, Buick and GMC. The current Viability Plan accelerates the timing of resolutions for Saab, HUMMER and Saturn versus the February 17 Viability Plan. Resolutions for Saab and HUMMER have been accelerated to 2009 from 2010 in the February 17 Viability Plan. Resolution for Saturn has been accelerated to 2009. In conjunction with accelerated nameplate elimination, there is no planned investment for Pontiac, and therefore the brand will be phased out by the end of 2010. We also intend to consolidate our dealer network by reducing the total number of our dealers by approximately 50% between 2009 and 2014. We anticipate that this reduction in retail outlets, core brands and dealers will result in structural costs savings over time, but there is no assurance that we will realize the savings we expect. Based on our experience and the experiences of other companies that have eliminated brands, models and/or dealers, we believe that our total sales volume is likely to decline because of these reductions, possibly significantly. In addition, executing the phase-out of retail channels and brands and the reduction in the number of our dealers will require us to terminate established business relationships. There is no assurance that we will be able to terminate all of these relationships, and if we are not able to terminate substantially all of these relationships we would not be able to achieve all of the benefits we have targeted in our Viability Plan. We anticipate that negotiating these terminations on an individual basis will require considerable time and expense. In addition, we will be required to comply with a variety of national and state franchise laws, which will limit our flexibility and increase our costs. There is no assurance that these negotiations will be successful or that our dealers or other affected parties, such as retail outlets, will not pursue remedies through litigation and, if so, that we would prevail in such litigation or would not be required to pay judgments in excess of negotiated settlements.

***Part of our Viability Plan involves the sale of some of our businesses, which will be difficult to execute both because of the weakness of the industry and the lack of available credit to finance an acquisition.***

We are pursuing a combination of operating and related initiatives as part of our Viability Plan, including asset sales, to generate incremental cash flows as discussed under "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources*" in our annual report on Form 10-K for the year ended December 31, 2008, which is incorporated by reference herein. The businesses that we are contemplating selling are involved in the automotive industry by supplying either components to us and other original equipment manufacturers ("OEMs") or services to our retail customers. In light of the current weak demand for our products and deterioration of the automotive industry in general, the number of potentially interested buyers is limited, and the price we might receive for such assets would be significantly lower than it

might have been in previous years. In addition, to the extent that buyers would require credit to finance their purchases of our assets, the contraction in the credit market would significantly restrict their ability to pay us in cash, which we require for liquidity under our Viability Plan. Accordingly, even if we are able to consummate the asset sales that we have included in our Viability Plan, we may be forced to accept lower prices than we have anticipated or other payment terms that are less favorable than assumed in our Viability Plan.

In addition, we are required to dispose of a large portion of our equity interest in GMAC. In connection with GMAC's conversion to a bank holding company, we have committed to the Board of Governors of the Federal Reserve that we will reduce our ownership interest in GMAC to less than 10% of the voting and total equity interest of GMAC by December 24, 2011. Pursuant to our understanding with the U.S. Treasury, all but 7.4% of our common equity interest in GMAC will be placed in one or more trusts by May 24, 2009, for ultimate disposition. The trustee(s) will be independent from us, and will be responsible for disposing of GMAC common equity interests held in trust. Given the current economic environment, there is no assurance that the trustee will be able to dispose of the remaining portion of common equity interest in GMAC on terms that are favorable to us.

***Delphi is unlikely to emerge from bankruptcy in the near-term without government support and possibly may not emerge at all.***

In January 2008, the U.S. Bankruptcy Court entered an order confirming Delphi's plan of reorganization and related agreements including certain agreements with us. On April 4, 2008 Delphi announced that, although it had met the conditions required to substantially consummate its plan of reorganization, including obtaining exit financing, Delphi's plan investors refused to participate in a closing that was commenced but not completed on that date. The current credit markets, the lack of plan investors and the challenges facing the automotive industry make it difficult for Delphi to emerge from bankruptcy. As a result, it is unlikely that Delphi will emerge from bankruptcy in the near-term without government support, and it is possible that it may not emerge successfully or at all. We believe that Delphi will continue to seek alternative arrangements to emerge from bankruptcy, but there can be no assurance that Delphi will be successful in obtaining any alternative arrangements. Delphi's debtor-in-possession financing ("DIP Financing") was scheduled to mature on December 31, 2008 and Delphi has been operating under a forbearance agreement with its DIP Financing lenders since December 12, 2008 (the "Accommodation Agreement") which contains various milestone requirements that, if not satisfied, trigger termination of the forbearance. In October 2008, and as amended in December 2008, we agreed subject to certain conditions to extend our outstanding $300 million advance agreement to June 30, 2009 and to accelerate up to $300 million of our North American payables to Delphi in the first and second quarters of 2009, so that Delphi would have additional liquidity. In January 2009, we agreed to immediately accelerate $50 million in advances towards the temporary acceleration of our North American payables. In February 2009, we agreed to increase the advance agreement commitment from $300 million to $350 million, to become effective on March 24, 2009, subject to approval by the U.S. Bankruptcy Court in the Delphi case and by the President's Designee under the First U.S. Treasury Loan Agreement under the terms of the First U.S. Treasury Loan Agreement. In March 2009, we agreed to increase the advance agreement commitment from $350 million to $450 million, to become effective on March 24, 2009, subject to our Board approval, Bankruptcy Court approval, Auto Task Force approval and certain other conditions. The Auto Task Force did not approve either increase in the advance agreement commitment. Our ability to assist Delphi further by providing additional financial support or assuming additional Delphi obligations to its workforce and retirees is restricted by the terms of the First U.S. Treasury Loan Agreement. If Delphi is unable to successfully emerge from bankruptcy in the near-term, it may be forced to sell all of its assets. As a result, we may be required to pay additional amounts to secure the parts we need until alternative suppliers are secured or new contracts are executed with the buyers of Delphi's assets. We may also have to consider acquiring some of Delphi's manufacturing operations in order to ensure supply of parts. In March 2009, we agreed to exercise our option, under an existing agreement, to purchase Delphi's global steering business, subject to our Board approval, Bankruptcy Court approval, and approval of the Auto Task Force. The Auto Task Force did not approve the terms of our acquisition of Delphi's global steering business. On April 24, 2009, the U.S. Bankruptcy Court approved a further amendment and an additional supplemental amendment to the Accommodation Agreement, which provides that the Delphi DIP Accommodation Agreement is scheduled to

terminate on May 9, 2009 unless a term sheet between Delphi, GM and the U.S. Treasury is agreed upon and deemed satisfactory to the Delphi DIP lenders on or before such date.

In addition, in conjunction with the spin-off of Delphi from us in 1999 we entered into certain agreements with the UAW; the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers— Communication Workers of America ("IUE-CWA") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("USW") that provided contingent benefit guarantees covering certain former U.S. hourly employees who became employees of Delphi (the "Benefit Guarantee Agreements"). These agreements were triggered on the basis set forth in the September 2008 individual Implementation Agreements (the "Implementation Agreements") executed between us and Delphi and the UAW, IUE-CWA and USW, respectively. Under these Implementation Agreements, we could have additional liabilities for certain pension obligations to employees formerly covered by the Benefit Guarantee Agreements in the event of a termination of the Delphi hourly pension plan.

***We may not have adequate liquidity to fund our planned significant investment in new technology, and, even if funded, a significant investment in new technology may not result in successful vehicle applications.***

We intend to invest approximately $5.4 billion in 2009 to support our products and to develop new technology, and after 2009 we anticipate our investments will range between $5.3 billion and $6.7 billion per year. In addition, in our Viability Plan as required by the First U.S. Treasury Loan Agreement, we committed to invest heavily in alternative fuel and advanced propulsion technologies between 2009 and 2012, largely to support our planned expansion of hybrid and electric vehicles, consistent with our announced objective of being recognized as the industry leader in fuel efficiency. Congress provided the U.S. Department of Energy with $25 billion in funding to make direct loans to eligible applicants for the costs of reequipping, expanding, and establishing manufacturing facilities in the United States to produce advanced technology vehicles and components for these vehicles. We have submitted three applications for Section 136 Loans aggregating $10.3 billion to support our advanced technology vehicle programs. On April 6, 2009, the Department of Energy determined, based on the finding by the President's Designee under the First U.S. Treasury Loan Agreement that our Viability Plan as of March 30, 2009 was not viable, that we did not meet the financial viability requirements for Section 136 Loans. We do not expect that the Department of Energy will determine that we meet the viability requirement for eligibility to receive Section 136 Loans unless the U.S. Treasury approves our Viability Plan, and there is no assurance that the Department of Energy will determine our projects are the ones that should receive loan funding or that we will be able to comply with the requirements of the program. Our Viability Plan currently assumes we will receive $5.7 billion of Section 136 Loans. Moreover, if we are not able to execute our Viability Plan or if our Viability Plan does not provide us with adequate liquidity, we may be forced to reduce, delay or cancel our planned investments in new technology in order to maintain adequate liquidity to fund our business operations and meet our obligations as they come due.

In some cases, the technologies that we plan to employ, such as hydrogen fuel cells and advanced battery technology are not yet commercially practical and depend on significant future technological advances by us and by suppliers. For example, we have announced that we intend to produce by November 2010 the Chevrolet Volt, an electric car, which requires battery technology that has not yet proven to be commercially viable. There can be no assurance that these advances will occur in a timely or feasible way, that the funds that we have budgeted for these purposes will be adequate or that we will be able to establish our right to these technologies. Moreover, our competitors and others are pursuing the same technologies and other competing technologies, in some cases with more money available, and there can be no assurance that they will not acquire similar or superior technologies sooner than we do or on an exclusive basis or at a significant price advantage.

***Shortages of and volatility in the price of oil have caused and may continue to cause diminished profitability due to shifts in consumer vehicle demand.***

Continued volatile oil prices throughout 2008 contributed to weaker demand for some of our higher margin vehicles, especially our full-size sport utility vehicles, as consumer demand shifted to smaller, more fuel-efficient

vehicles, which provide us with lower profit margins and in recent years have represented a smaller proportion of our sales volume in North America. Fullsize pick-up trucks, which are generally less fuel efficient than smaller vehicles, provided more than 21.7% of our North American sales in 2008, compared to a total industry average of 12.1% of sales. Demand for traditional sport utility vehicles and vans also declined in 2008. Any future increases in the price of gasoline in the United States or in our other markets or any sustained shortage of oil could further weaken the demand for such vehicles, which could reduce our market share in affected markets, decrease profitability and have a material adverse effect on our business.

***Our continued ability to achieve structural and materials cost reductions and to realize production efficiencies for our automotive operations is critical to our ability to achieve our Viability Plan and return to profitability.***

We are continuing to implement a number of structural and materials cost reduction and productivity improvement initiatives in our automotive operations, including substantial restructuring initiatives for our North American operations, as more fully discussed under "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" in our annual report on Form 10-K for the year ended December 31, 2008, which is incorporated by reference herein. Our future competitiveness depends upon our continued success in implementing these restructuring initiatives throughout our automotive operations, especially in North America. In addition, while some of the elements of structural cost reduction are within our control, others such as interest rates or return on investments, which influence our expense for pension and OPEB, depend more on external factors, and there can be no assurance that such external factors will not materially adversely affect our ability to reduce our structural costs.

***A significant amount of our operations are conducted by joint ventures that we cannot operate solely for our benefit.***

Many of our operations, particularly in emerging markets, are carried on by jointly owned companies such as GM Daewoo or Shanghai GM. In joint ventures we share ownership and management of a company with one or more parties who may not have the same goals, strategies, priorities or resources as we do. In general, joint ventures are intended to be operated for the equal benefit of all co-owners, rather than for our exclusive benefit. Operating a business as a joint venture often requires additional organizational formalities as well as time-consuming procedures for sharing information and making decisions. In joint ventures, we are required to pay more attention to our relationship with our co-owners as well as with the joint venture, and if a co-owner changes, our relationship may be materially adversely affected. In addition, the benefits from a successful joint venture are shared among the co-owners, so that we do not receive all the benefits from our successful joint ventures.

***Increase in cost, disruption of supply or shortage of raw materials could materially harm our business.***

We use various raw materials in our business including steel, non-ferrous metals such as aluminum and copper and precious metals such as platinum and palladium. The prices for these raw materials fluctuate depending on market conditions. In recent years, we have experienced significant increases in freight charges and raw material costs. Substantial increases in the prices for our raw materials increase our operating costs and could reduce our profitability if we cannot recoup the increased costs through vehicle prices. In addition, some of these raw materials, such as corrosion-resistant steel, are available from a limited number of suppliers. We cannot guarantee that we will be able to maintain favorable arrangements and relationships with these suppliers. An increase in the cost or a sustained interruption in the supply or shortage of some of these raw materials, which may be caused by a deterioration of our relationships with suppliers or by events such as natural disasters, power outages or labor strikes, could negatively affect our net revenues and profits to a material extent.

***We could be materially adversely affected by changes or imbalances in foreign currency exchange and other rates.***

Because we sell products and buy materials globally over a significant period of time, we are exposed to risks related to the effects of changes in foreign currency exchange rates, commodity prices and interest rates,

which can have material adverse effects on our business. In recent years, the relative weakness of certain currencies has provided competitive advantages to certain of our competitors. While in recent months the Japanese Yen has strengthened significantly, its weakness in recent years has provided pricing advantages for vehicles and parts imported from Japan to markets with more robust currencies like the United States and Western Europe. Moreover, the relative strength of other currencies has negatively affected our business. For example, before the current financial crisis, the relative weakness of the British Pound compared to the Euro, has had an adverse effect on our results of operations in Europe. In addition, in preparing our consolidated financial statements we translate our revenue and expenses outside the United States into U.S. Dollars using the average exchange rate for the period and the assets and liabilities using the foreign currency exchange rate at the balance sheet date. As a result, foreign currency fluctuations and the associated currency translations could have a material adverse effect on our results of operation.

***We operate in a highly competitive industry in which many manufacturers have relatively high fixed costs and are faced with sharply decreasing demand.***

The automotive industry is highly competitive, and has historically had manufacturing capacity that exceeds demand. Due to current economic conditions, demand for automobiles has fallen sharply, both in North America and in other parts of the world. Many manufacturers, including us, have relatively high fixed labor costs as well as significant limitations on their ability to close facilities and reduce fixed costs. To offset these high fixed costs, some of our competitors have responded to recent deteriorations in economic conditions and vehicle sales by attempting to sell more vehicles by adding vehicle enhancements, providing subsidized financing or leasing programs, offering option package discounts or other marketing incentives or reducing vehicle prices in certain markets. These actions have had, and are expected to continue to have, a significant negative effect on our vehicle pricing, market share and operating results particularly on the low end of the market, and present a significant risk to our ability to enhance our revenue per vehicle and maintain our market share during difficult economic times.

***New laws, regulations or policies of governmental organizations regarding increased fuel economy requirements and reduced greenhouse gas emissions, or changes in existing ones, may have a significant negative effect on how we do business.***

We are affected significantly by a substantial amount of governmental regulations that increase costs related to the production of our vehicles and affect our product portfolio. We anticipate that the number and extent of these regulations, and the costs and changes to our product lineup to comply with them, will increase significantly in the future. In the United States and Europe, for example, governmental regulation is primarily driven by concerns about the environment (including $CO_2$ emissions), vehicle safety, fuel economy and energy security. These government regulatory requirements significantly affect our plans for global product development and may result in substantial costs, which can be difficult to pass through to our customers, and may result in limits on the types of vehicles we sell and where we sell them, which can affect revenue.

The CAFE requirements mandated by the U.S. government pose special concerns. The EISA, enacted in December 2007, will require significant increases in CAFE requirements applicable to cars and light trucks beginning in the 2011 model year in order to increase the combined U.S. fleet average for cars and light trucks to at least 35 mpg by 2020, a 40% increase. The estimated cost to the automotive industry of complying with this new standard will likely exceed $100 billion, and our compliance cost could require us to alter our capital spending and research and development plans, curtail sales of our higher margin vehicles, cease production of certain models or even exit certain segments of the vehicle market. We anticipate that to comply with these higher standards we will be required to sell a significant volume of hybrid or electrically powered vehicles throughout the United States, as well as develop new technologies for conventional internal combustion engines. There is no assurance that we will be able to produce and sell vehicles that use such technologies at a competitive price, or that our customers will purchase such vehicles in the quantities necessary for us to comply with these higher CAFE standards.

In April 2008 the National Highway Traffic Safety Administration ("NHTSA") issued a proposed rule to set the car and truck standards for the 2011 through 2015 model years, but no final rule has been issued. The standards that NHTSA finally adopts may be stricter than the proposed rule provided, which would exacerbate the challenges in and costs of compliance.

In addition, California and 13 other states have adopted the AB 1493 Rules, establishing $CO_2$ emission standards that effectively impose increased fuel economy standards for new vehicles sold in those states, and other states are considering adopting similar standards. We do not believe that it is technically possible for us to comply with the requirements of the AB 1493 Rules based on our current product portfolio and the extent of technical improvements that we believe are possible in the near future. If stringent $CO_2$ emission standards are imposed on us on a state-by-state basis, the result could be even more disruptive to our business than the higher CAFE standards discussed above. The AB 1493 Rules have been challenged in litigation in several states and have been upheld in certain cases. In January 2009, President Obama ordered the EPA to reconsider whether the automobile emission standards of California or other states, such as the AB 1493 Rules, should be allowed to differ from the federal rules and to implement new fuel efficiency guidelines for the automotive industry in time to cover 2011 model year cars. There is no assurance that states will not be permitted to adopt a variety of emission standards that are stricter than the federal requirements, or that the federal rules will not be changed to require lower emissions and higher fuel economy, possibly to an extent that is not technically feasible.

In addition, a number of countries in Europe are adopting or amending regulations that establish $CO_2$ emission standards or other frameworks that effectively impose similarly increased fuel economy standards for vehicles sold in those countries, or establish vehicle-related tax structures based on them. Like the U.S. regulations, these government regulatory requirements could significantly affect our plans for global product development and result in substantial costs, which would be difficult to pass through to our customers, and could result in limits on the types of vehicles we sell and where we sell them, which could affect revenue.

***Our business may be materially adversely affected by decreases in the residual value of off-lease vehicles.***

In addition to the effect on GMAC of the residual value of off-lease vehicles, as discussed under "*Management's Discussions and Analysis of Financial Condition and Results of Operations—Financial Results of Operations*" in our annual report on form 10-K for the year ended December 31, 2008, which is incorporated by reference herein, we are also negatively affected more directly by decreases in the residual value of off-lease vehicles through our residual support programs, our ownership of lease-related assets and the effect of leasing activity on our retail sales. We record an estimate of marketing incentive accruals for residual support and risk sharing programs when vehicles are sold to dealers. To the extent the residual value of off-lease vehicles decreases, we are required to increase our estimate of the residual support required to be provided to GMAC to subsidize leases or increase risk sharing payments to GMAC. We also own certain lease-related assets that GMAC paid to us as a dividend prior to the consummation of our sale of 51% controlling ownership interest in GMAC to FIM Holdings, the value of which would be impaired by decreases in the residual value of off-lease vehicles. In addition, because of the severe decline in expected lease residual values, leasing transactions currently are infrequently available to our end-use customers, and when they are available are markedly more expensive than other types of financing. Because customers who prefer leasing may not be able to obtain or afford to lease our vehicles, they may defer a purchase or buy a vehicle from a manufacturer that offers leasing on more attractive terms. Any one or more of these consequences could have a material adverse effect on our business.

***The pace of introduction and market acceptance of new vehicles is important to our success and the frequency of new vehicles introductions may be materially adversely affected by our reductions in capital expenditures.***

Our competitors have introduced new and improved vehicle models designed to meet consumer expectations, and will likely continue to do so. Our profit margins, sales volumes and market shares may

decrease if we are unable to produce models that compare favorably to these competing models. Because of the downturn in vehicle sales that we have experienced, we have reduced the levels of capital expenditures that we expect to incur in the near future and as a result, we expect in the next few years to introduce new models less frequently than we have recently. If we are unable to produce new and improved vehicle models on a basis consistent with the models introduced by our competitors, demand for our vehicles may be materially adversely affected. Further, the pace of our development and introduction of new and improved vehicles depends on our ability to successfully implement improved technological innovations in design, engineering and manufacturing. If our cost reductions pursuant to our Viability Plan reduce our ability to develop and implement improved technological innovations, demand for our vehicles may be materially adversely affected.

***We have determined that our internal controls over financial reporting are currently not effective. The lack of effective internal controls could materially adversely affect our financial condition and ability to carry out our Viability Plan.***

As discussed in Item 9A, "Controls and Procedures," in our annual report in Form 10-K for the year ended December 31, 2008, which is incorporated by reference herein, our management team for financial reporting, under the supervision and with the participation of our chief executive officer and our chief financial officer, conducted an evaluation of the effectiveness of the design and operation of our internal controls. As of December 31, 2008, they concluded that our disclosure controls and procedures and our internal control over financial reporting were not effective. Until we are successful in our effort to remediate the material weakness in our internal control over financial reporting, it may materially adversely affect our ability to report accurately our financial condition and results of operations in the future in a timely and reliable manner. In addition, although we continually review and evaluate our internal control systems to allow management to report on the sufficiency of our internal controls, we cannot assure you that we will not discover additional weaknesses in our internal controls over financial reporting. Any such additional weakness or failure to remediate existing weakness could adversely affect our financial condition or ability to comply with applicable legal requirements of our Viability Plan.

***Our businesses outside the United States expose us to additional risks that may materially adversely affect our business.***

Approximately 64% of our vehicle unit sales in 2008 were generated outside the United States, and we intend to continue to pursue growth opportunities for our business in a variety of business environments outside the United States. Operating in a large number of different regions and countries exposes us to political, economic and other risks as well as multiple foreign regulatory requirements that are subject to change, including:

- Multiple foreign regulatory requirements that are subject to change, including foreign regulations restricting our ability to sell our products in those countries;
- Differing local product preferences and product requirements, including fuel economy, vehicle emissions and safety;
- Differing labor regulations and union relationships;
- Consequences from changes in tax laws;
- Difficulties in obtaining financing in foreign countries for local operations and significant restrictions under the U.S. Treasury Loan Agreements on GM's ability to provide financing to our businesses operating in foreign countries; and
- Political and economic instability, natural calamities, war, and terrorism.

The effects of these risks may, individually or in the aggregate, materially adversely affect our business.

***New laws, regulations or policies of governmental organizations regarding safety standards, or changes in existing ones, may have a significant negative effect on how we do business.***

Our products must satisfy legal safety requirements. Meeting or exceeding government-mandated safety standards is difficult and costly, because crashworthiness standards tend to conflict with the need to reduce vehicle weight in order to meet emissions and fuel economy standards. While we are managing our product development and production operations on a global basis to reduce costs and lead times, unique national or regional standards or vehicle rating programs can result in additional costs for product development, testing and manufacturing. Governments often require the implementation of new requirements during the middle of a product cycle, which can be substantially more expensive than accommodating these requirements during the design of a new product.

***Consolidation and other changes within the automotive industry may provide our competitors with cost or strategic advantages.***

We believe that the continuing crisis in the global automotive industry is likely to cause significant changes in ownership and consolidation among vehicle manufacturers and other industry participants. These changes could have a material impact on our business. Strategic initiatives and restructuring activities may create opportunities. If industry consolidation occurs among our competitors, they may be able to reduce their fixed costs, achieve higher levels of penetration in the markets in which we compete, gain access to new technologies and take advantage of other synergies. These consolidations by our competitors could lead to increased competition with more efficient manufacturers in the markets in which we operate and have a material adverse effect on our business.

## RATIO OF EARNINGS TO FIXED CHARGES

The following table presents the ratio of our earnings to fixed charges for the periods indicated:

| | Years Ended December 31, | | | | |
|---|---|---|---|---|---|
| | 2008 | 2007 | 2006 | 2005 | 2004 |
| Actual[1] | — | — | — | — | 1.06 |
| Pro Forma[2] | — | | | | |

(1) Earnings for the years ended December 31, 2008, 2007, 2006 and 2005 were inadequate to cover fixed charges. Additional earnings of $29.1 billion for 2008, $5.5 billion for 2007, $5.3 billion for 2006 and $16.5 billion for 2005 would have been necessary to bring the respective ratios to 1.0.

(2) After giving consideration to the pro forma adjustments described under "*Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers*" included elsewhere in this prospectus, additional earnings of $27.8 billion would be necessary to bring the ratio to 1.0.

We compute the ratio of earnings to fixed charges by dividing earnings before income taxes and fixed charges by the fixed charges. This ratio includes the earnings and fixed charges of us and our consolidated subsidiaries. Fixed charges consist of interest and discount accretion and the portion of rentals for real and personal properties in an amount deemed to be representative of the interest factor.

## USE OF PROCEEDS

We will not receive any cash proceeds from the exchange offers. In consideration for the exchange consideration, we will receive the old notes. Old notes acquired pursuant to the exchange offers or upon exercise of the call option will be cancelled upon receipt by the issuer of such old notes.

## PRICE RANGE OF COMMON STOCK, CONVERTIBLE NOTES AND DIVIDEND POLICY

**Common Stock**

Our common stock is currently listed on the New York Stock Exchange under the symbol "GM." The following table contains, for the periods indicated, the high and low intraday sale prices per share of our common stock and the cash dividend per share on such common stock. The price range of our common stock is based off of the New York Stock Exchange composite intraday prices as listed in the price history database available at www.NYSEnet.com.

| | High | Low | Dividend |
|---|---|---|---|
| **2007** | | | |
| First Quarter | $ 37.24 | $ 28.81 | $ .25 |
| Second Quarter | $ 38.66 | $ 28.86 | $ .25 |
| Third Quarter | $ 38.27 | $ 29.10 | $ .25 |
| Fourth Quarter | $ 43.20 | $ 24.50 | $ .25 |
| **2008** | | | |
| First Quarter | $ 29.28 | $ 17.47 | $ .25 |
| Second Quarter | $ 24.24 | $ 10.57 | $ .25 |
| Third Quarter | $ 16.35 | $ 8.51 | — |
| Fourth Quarter | $ 9.90 | $ 1.70 | — |
| **2009** | | | |
| First Quarter | $ 4.20 | $ 1.27 | — |
| Second Quarter (through April 24, 2009) | $ 2.33 | 1.58 | — |

There were 331,254 holders of record of our common stock as of April 22, 2009.

As of April 24, 2009, the last reported sale price of our common stock on the New York Stock Exchange was $1.69.

We have suspended the payment of dividends on our common stock and have no current plans to resume payment of a dividend. In addition, our revolving credit and term loan agreements and the U.S. Treasury Loan Agreements prohibit the payment of dividends on our common stock without first receiving the requisite lender consents required under each respective agreement. Our payment of dividends in the future, if any, will be determined by our board of directors and will depend on our satisfaction of our obligations under our revolving credit and term loan agreements and the U.S. Treasury Loan Agreements, business conditions, our financial condition, our earnings and other factors.

**Convertible Old Notes**

Our old Series D notes (for purposes of this section, the "Series D Convertible Debentures"), 4.50% Series A Convertible Senior Debentures due March 6, 2032 ("Series A Convertible Debentures"), 5.25% Series B Convertible Senior Debentures due March 6, 2032 ("Series B Convertible Debentures"), and 6.25% Series C Convertible Senior Debentures due July 15, 2033 ("Series C Convertible Debentures") currently trade on the NYSE under the symbols GRM, GXM, GBM and GPM, respectively. The following table contains, for the periods indicated, the high and low intraday sale prices of our exchange listed convertible old notes. The price range of our each series of convertible old notes is based off of the New York Stock Exchange composite intraday prices as listed in the price history database available at www.NYSEnet.com.

| | Series A Convertible Debentures | | Series B Convertible Debentures | | Series C Convertible Debentures | | Series D Convertible Debentures | |
|---|---|---|---|---|---|---|---|---|
| | High | Low | High | Low | High | Low | High | Low |
| **2007** | | | | | | | | |
| First Quarter | 25.51 | 20.80 | 23.01 | 20.50 | 25.49 | 22.14 | — | — |
| Second Quarter | 22.27 | 20.55 | 22.16 | 20.55 | 25.38 | 22.18 | 28.75 | 24.76 |
| Third Quarter | 21.85 | 19.15 | 22.10 | 18.20 | 25.17 | 20.26 | 28.61 | 24.39 |
| Fourth Quarter | 21.69 | 18.83 | 22.83 | 18.50 | 27.23 | 19.45 | 31.22 | 23.52 |
| **2008** | | | | | | | | |
| First Quarter | 20.25 | 17.49 | 20.26 | 15.00 | 21.62 | 15.21 | 25.48 | 21.85 |
| Second Quarter | 19.01 | 14.60 | 18.13 | 13.20 | 19.25 | 12.67 | 24.10 | 21.39 |
| Third Quarter | 15.48 | 11.34 | 14.07 | 8.782 | 13.85 | 7.33 | 22.90 | 19.00 |
| Fourth Quarter | 12.30 | 1.50 | 8.90 | 2.06 | 8.45 | 2.50 | 20.10 | 5.25 |
| **2009** | | | | | | | | |
| First Quarter | 5.55 | 3.00 | 4.44 | 1.93 | 4.05 | 1.82 | 15.74 | 8.49 |
| Second Quarter (through April 24, 2009) | 3.25 | 2.01 | 2.68 | 2.46 | 2.73 | 1.80 | 8.50 | 4.41 |

## CAPITALIZATION

The following table sets forth our capitalization, as of December 31, 2008, on a historical and pro forma basis to reflect the completion of the exchange offers, assuming the satisfaction of the U.S. Treasury Condition, which we currently believe will require the exchange of 90% of the principal amount (or, in the case of discount notes, accreted value) of our old notes (including at least 90% of the aggregate principal amount of the outstanding Series D notes) will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes). As consideration for the old notes, the tendering holders will receive 225 shares of GM common stock for each 1,000 U.S. dollar equivalent of principal amount (or accreted value as of the settlement date, if applicable) of old notes exchanged. These pro forma adjustments assume and give effect to the consummation of the exchange offers, the payment of related fees and expenses, the U.S. Treasury Debt Conversion, the VEBA Modifications, the additional borrowings under the First U.S. Treasury Loan Agreement and borrowings under the Second U.S. Treasury Loan Agreement that occurred subsequent to December 31, 2008, additional working capital loans under the First U.S. Treasury Loan Agreement that occurred subsequent to December 31, 2008, the modifications to certain secured borrowing facilities, the application of FSP No. APB 14-1, the par value reduction of GM common stock to $0.01 per share, the increase in the number of authorized shares of GM common stock, the 1-for-100 reverse stock split of GM common stock, and the purchase of an additional ownership interest in GMAC as if each of these adjustments had occurred at December 31, 2008.

The U.S. Treasury Debt Conversion and VEBA Modifications will result in significant dilution to our current common stockholders, and will result in pro forma ownership levels of approximately 1.0% and 9.1% for existing stockholders and tendering noteholders, respectively, assuming the Assumed Participation Level in the exchange offers and after shares are issued to the New VEBA. The actual effects of the U.S. Treasury Debt Conversion and satisfaction of the VEBA obligations in exchange for GM common stock on our financial position and results of operations could be different than the levels assumed for the unaudited pro forma condensed consolidated financial information for the exchange offers, and such amounts could be material.

The pro forma information set forth in the table below has been derived by applying the pro forma adjustments described under "*Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers*" to our historical consolidated financial statements as of and for the year ended December 31, 2008, which are incorporated into this prospectus by reference from our annual report on Form 10-K for the year ended December 31, 2008. You should read this table in conjunction with information set forth under "*Unaudited Pro Forma Condensed Consolidated Financial Data for the Exchange Offers*," included elsewhere in this prospectus, and our consolidated financial statements and related notes thereto as of and for the year ended December 31, 2008, which are incorporated into this prospectus by reference from our annual report on Form 10-K for the year ended December 31, 2008.

| (Dollars in millions) | Historical | Pro Forma (Unaudited) |
|---|---|---|
| Cash and cash equivalents | $ 13,953 | $ 24,440 |
| Financing and insurance operations cash and cash equivalents | 100 | 100 |
| **Total cash and cash equivalents** | $ 14,053 | $ 24,540 |
| Short-term borrowings and current portion of long-term debt, excluding U.S. Treasury Debt | $ 11,918 | $ 10,075 |
| U.S. Treasury Debt | 3,836 | 8,060 |
| Financing and insurance operations debt | 1,192 | 1,192 |
| Long-term debt | 29,594 | 5,969 |
| Stockholders' deficit | (86,154) | (52,705) |
| **Total capitalization** | $ (39,614) | $ (27,409) |

The unaudited pro forma condensed consolidated financial information for the exchange offers does not give effect to the Labor Modifications or the restructuring and other actions (described further under "*The Restructuring—Viability Plan*") contemplated in our current Viability Plan because such actions do not currently meet the requirements for pro forma presentation under Article 11 of Regulation S-X. Although management expects that the Labor Modifications may result in cost savings and the actions undertaken pursuant to our current Viability Plan may result in near-term restructuring and impairment charges and in improved financial performance in the future, no assurance can be given that these anticipated cost savings or projected operational and financial improvements will be realized.

## THE RESTRUCTURING

**Background of the Restructuring**

Reflecting a dramatic deterioration in economic and market conditions during 2008, new vehicle sales in the United States declined rapidly, falling to their lowest per-capita levels in more than 50 years. During this period, our revenues fell precipitously due to the deteriorating market conditions and in part reflecting escalating public speculation about a potential bankruptcy. This decrease in revenues resulted in a significant decline in our liquidity. We determined that despite the far reaching actions we were then undertaking to restructure our U.S. business, our liquidity would fall to levels below that needed to operate, and we were compelled to request financial assistance from the U.S. Government.

On December 2, 2008, we submitted a restructuring plan for long-term viability to the Senate Banking Committee and the House of Representatives Financial Services Committee. Key elements of that restructuring plan included:

- a dramatic shift in our U.S. product portfolio, with 22 of 24 new vehicle launches in 2009-2012 being fuel efficient cars and crossovers;
- full compliance with the Energy Independence and Security Act of 2007 and extensive investment in a wide array of advanced propulsion technologies;
- reduction in brands, nameplates and dealerships to focus available resources and growth strategies on our profitable operations;
- full labor cost competitiveness with foreign manufacturers in the U.S. by no later than 2012;
- further manufacturing and structural cost reductions through increased productivity and employment reductions; and
- balance sheet restructuring and supplemented liquidity through temporary federal assistance.

As part of that submission and in order to bridge to more normal market conditions, we requested temporary federal assistance of $18.0 billion, comprised of a $12.0 billion term loan and a $6.0 billion line of credit to sustain operations and accelerate implementation of our restructuring. The $12.0 billion term loan was intended to provide adequate liquidity in our baseline liquidity scenario, with the $6.0 billion line of credit intended to provide supplemental liquidity we anticipated requiring in our downside scenario as submitted on December 2, 2008.

Following that submission, we entered into negotiations with the U.S. Treasury and on December 31, 2008, we entered into the First U.S. Treasury Loan Agreement pursuant to which the U.S. Treasury agreed to provide us with a $13.4 billion secured term loan facility. We borrowed $4.0 billion under this facility on December 31, 2008, an additional $5.4 billion on January 21, 2009 and $4.0 billion on February 17, 2009. In connection with the initial funding under the facility, we issued to the U.S. Treasury a warrant initially exercisable for 122,035,597 shares of our common stock, subject to adjustment, and the U.S. Treasury Promissory Note in an aggregate principal amount of $748.6 million as part of the compensation for the loans initially provided by the U.S. Treasury. On January 16, 2009, we entered into the Second U.S. Treasury Loan Agreement, pursuant to which we borrowed $884.0 million from the U.S. Treasury and applied the proceeds of the loan to purchase additional membership interests in GMAC, increasing our common equity interest in GMAC from 49% to 59.9%.

As a condition to obtaining the loans under the First U.S. Treasury Loan Agreement, we agreed to submit the February 17 Viability Plan that included specific actions intended to result in the following:

- repayment of all loans made under the First U.S. Treasury Loan Agreement, together with all interest thereon and reasonable fees and out-of-pocket expenses incurred in connection therewith and all other financings extended by the U.S. government;

- compliance with federal fuel efficiency and emissions requirements and commencement of domestic manufacturing of advanced technology vehicles;
- achievement of a positive net present value, using reasonable assumptions and taking into account all existing and projected future costs;
- rationalization of costs, capitalization and capacity with respect to our manufacturing workforce, suppliers and dealerships; and
- a product mix and cost structure that is competitive in the U.S. marketplace.

Key aspects of our Viability Plan as initially proposed as well as of our current Viability Plan are described below under "—*Viability Plan*."

The First U.S. Treasury Loan Agreement also required us to, among other things, use our best efforts to achieve the following restructuring targets:

*Debt Reduction*

- reduction of our outstanding unsecured public debt by not less than two-thirds through conversion of existing public debt into equity, debt and/or cash or by other appropriate means;

*Labor Modifications*

- reduction of the total amount of compensation, including wages and benefits, paid to our U.S. employees so that, by no later than December 31, 2009, the average of such total amount, per hour and per person, is an amount that is competitive with the average total amount of such compensation, as certified by the Secretary of the United States Department of Labor, paid per hour and per person to employees of Nissan, Toyota or Honda whose site of employment is in the United States;
- elimination of the payment of any compensation or benefits to our or our subsidiaries' U.S. employees who have been fired, laid-off, furloughed or idled, other than customary severance pay;
- application, by December 31, 2009, of work rules for our and our subsidiaries' U.S. employees, in a manner that is competitive with the work rules for employees of Nissan, Toyota or Honda whose site of employment is in the United States; and

*VEBA Modifications*

- modification of our retiree healthcare obligations to the new VEBA arising under the VEBA settlement agreement such that payment or contribution of not less than one-half of the value of each future payment or contribution made by us to the New VEBA shall be made in the form of GM common stock, with the value of any such payment or contribution not to exceed the amount that was required for such period under the VEBA settlement agreement.

The First U.S. Treasury Loan Agreement required us to submit to the President's Designee, by March 31, 2009, the Company Report detailing, among other things, the progress we had made in implementing our Viability Plan, including evidence satisfactory to the President's Designee that (a) the required Labor Modifications had been approved by the members of the leadership of each major U.S. labor organization that represents our employees, (b) all necessary approvals of the required VEBA Modifications, other than judicial and regulatory approvals, had been received and (c) an exchange offers to implement the debt reduction had been commenced.

In addition, the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement provided that if, by the Certification Deadline, the President's Designee had not certified that we had taken all steps necessary to achieve and sustain our long-term viability, international competitiveness and energy efficiency in accordance with our Viability Plan, then the loans and other obligations under the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement were to become due and payable on the 30th day after the Certification Deadline.

On March 30, 2009, the President's Designee found that our Viability Plan, in its then-current form, was not viable and would need to be revised substantially in order to lead to a viable GM. The President's Designee also concluded that certain steps required to be taken by March 31, 2009 under the First U.S. Treasury Loan Agreement, including receiving approval of the required Labor Modifications by members of our unions, obtaining receipt of all necessary approvals of the required VEBA modifications (other than regulatory and judicial approvals) and commencing the exchange offers to implement the required debt reduction had not been completed, and as a result, we had not satisfied the terms of the First U.S. Treasury Loan Agreement.

The Viability Determination Statement indicated that while many factors had been considered when assessing viability, the most fundamental benchmark that a business must meet to be considered viable was its ability to be able—after accounting for spending on research and development and capital expenditures necessary to maintain and enhance its competitive position—to generate positive cash flow and earn an adequate return on capital over the course of a normal business cycle. The Viability Determination Statement noted that our Viability Plan assumed that we would continue to experience negative free cash flow (before financing but after legacy obligations) through the projection period specified in our Viability Plan, thus failing this fundamental test for viability.

The Viability Determination Statement noted that we were in the early stages of an operational turnaround in which we had made material progress in a number of areas including purchasing, product design, manufacturing, brand rationalization and dealer network. However, the Viability Determination Statement also indicated that it was important to recognize that a great deal of additional progress needed to be made, and that our plan was based on, in its view, assumptions that would be challenging in the absence of a more accelerated and aggressive restructuring, including assumptions with respect to market share, price, brands and dealers, product mix and cash needs associated with legacy liabilities. In this regard, the Viability Determination Statement noted that:

- our plan contemplated that each of our restructuring initiatives will continue well into the future, in some cases until 2014, before they are complete and it concluded that "the slow pace at which [the] turnaround is progressing undermines [GM's] ability to compete against large, highly capable and well-funded competitors;"

- "given the slow pace of the turnaround, the assumptions in GM's business plan are too optimistic;" and

- even under "optimistic assumptions [GM] [will] remain breakeven, at best, on a free cash flow basis through the projection period, thus failing the fundamental test of viability."

In conjunction with the March 30, 2009 announcement, the administration announced that it would offer us adequate working capital financing for a period of 60 days while it worked with us to develop and implement a more accelerated and aggressive restructuring that would provide us with a sound long-term foundation. On March 30, 2009, we and the U.S. Treasury entered into amendments to the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement to postpone the Certification Deadline to June 1, 2009 and, with respect to the First U.S. Treasury Loan Agreement, to also postpone the deadline by which we are required to provide the Company Report to June 1, 2009. We and the U.S. Treasury entered into an amendment to the First U.S. Treasury Loan Agreement, pursuant to which, among other things, the U.S. Treasury agreed to provide us with $2.0 billion in additional working capital loans under the First U.S. Treasury Loan Agreement and we borrowed $2.0 billion on April 24, 2009. In connection with the amendment to provide the $2.0 billion of additional loans, we issued to the U.S. Treasury a promissory note in an aggregate principal amount of $133.4 million as part of the compensation for the additional loans.

In response to the Viability Determination Statement, we have made further modifications to our Viability Plan to satisfy the President's Designee's requirement that we undertake a substantially more aggressive restructuring plan, including by increasing the amount of the debt reduction that we will seek to achieve beyond that originally required by the First U.S. Treasury Loan Agreement and revising our operating plan to take more aggressive action.

We believe that offering only equity consideration in the exchange offers and seeking to reduce our outstanding public indebtedness by more than the two-thirds originally required under the First U.S. Treasury Loan Agreement will be a key factor in satisfying our debt reduction objectives set forth in our Viability Plan and in demonstrating our ability to achieve and sustain long-term viability as required by the First U.S. Treasury Loan Agreement and thus, in ultimately obtaining the required certification from the President's Designee. Accordingly, we currently believe, and our Viability Plan assumes, that at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of the outstanding old notes (including at least 90% of the aggregate principal amount of the outstanding old Series D notes) will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes) in order to satisfy the U.S. Treasury Condition. Whether this level of participation in the exchange offers will be required (or sufficient) to satisfy the U.S. Treasury Condition will ultimately be determined by the U.S. Treasury. The actual level of participation in the exchange offers may be different than what we have assumed, and this difference may be material.

**Viability Plan**

The key elements of our Viability Plan are debt reduction, VEBA modifications and operational changes. In response to the Viability Determination Statement we have amended or refined certain elements of our Viability Plan. Set forth below is a description of the key elements of our Viability Plan as initially proposed, certain amendments to the plan we have made to respond to the determination of the President's Designee and certain actions we have taken with respect to our Viability Plan.

We do not as a matter of course make available prospective financial information as to future sales, cost reductions, earnings, or other results. However, we have prepared the prospective financial information set forth below to show the estimated effects of certain assumed actions included in our current Viability Plan. The accompanying prospective financial information was not prepared with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information, but, in our view, was prepared on a reasonable basis, reflects the best currently available estimates and judgments, and presents, to the best of our knowledge and belief, our expected course of action and our expected future financial performance. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of the registration statement of which this prospectus forms a part are cautioned not to place undue reliance on the prospective financial information.

**Neither our independent registered public accounting firm, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.**

The assumptions and estimates underlying the prospective financial information are inherently uncertain and, though considered reasonable by us as of the date of its preparation, are subject to a wide variety of significant business, economic, and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the prospective financial information, including, among others, risks and uncertainties. See "*Risk Factors*." Accordingly, there can be no assurance that the prospective results are indicative of our future performance or that actual results will not differ materially from those presented in the

prospective financial information. Inclusion of the prospective financial information in the registration statement of which this prospectus forms a part should not be regarded as a representation by any person that the results contained in the prospective financial information will be achieved.

We do not generally publish our business plans and strategies or make external disclosures of our anticipated financial position or results of operations. Accordingly, we do not intend to update or otherwise revise the prospective financial information to reflect circumstances existing since its preparation or to reflect the occurrence of unanticipated events, even in the event that any or all of the underlying assumptions are shown to be in error, except as otherwise required by law. Furthermore, we do not intend to update or revise the prospective financial information to reflect changes in general economic or industry conditions, except as otherwise required by law.

Additional information relating to the principal assumptions used in preparing the prospective financial information is set forth below. See "*Risk Factors*" for a discussion of various factors that could materially affect our financial condition, results of operations, business, prospects and securities. See also "*Cautionary Note Regarding Forward-Looking Statements*."

***Debt Reduction***

Our initial Viability Plan provided for a two-thirds reduction in our outstanding public unsecured indebtedness through conversion of such debt into equity, debt and/or cash as required by the First U.S. Treasury Loan Agreement. We now believe that the U.S. Treasury will require a higher level of debt reduction and that such reduction be effected through the conversion of our outstanding public unsecured indebtedness into equity. As noted above, we currently believe, and our current Viability Plan assumes, that at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of the outstanding old notes (including at least 90% of the aggregate principal amount of the outstanding old Series D notes) will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes) in order to satisfy the U.S. Treasury Condition. Whether this level of participation in the exchange offers will be required (or sufficient) to satisfy the U.S. Treasury Condition will ultimately be determined by the U.S. Treasury. The actual level of participation in the exchange offers may be different than what we have assumed, and this difference may be material.

In addition, we are currently in discussions with the U.S. Treasury regarding the terms of a potential restructuring of our debt obligations owed to it under the U.S. Treasury Loan Agreements, pursuant to which the U.S. Treasury would exchange at least 50% of our outstanding U.S. Treasury Debt at June 1, 2009 for GM common stock pursuant to the U.S. Treasury Debt Conversion. These discussions are ongoing and the U.S. Treasury has not agreed or indicated a willingness to agree, to any specific level of debt reduction. For purposes of this prospectus, GM has set as a condition to the closing of the exchange offers that the U.S. Treasury Debt Conversion provide for the issuance of GM common stock to the U.S. Treasury (or its designee) in exchange for (a) full satisfaction and cancellation of at least 50% of our U.S. Treasury Debt as of June 1, 2009 (such 50% currently estimated to be approximately $10 billion dollars) and (b) the full satisfaction and cancellation of our obligations under the warrant issued to the U.S. Treasury.

We have not reached an agreement with respect to the U.S. Treasury Debt Conversion. The actual terms of the U.S. Treasury Debt Conversion are subject to ongoing discussions among GM and the U.S. Treasury, and there is no assurance that any agreement will be reached on the terms described above or at all. However, an agreement with respect to the U.S. Treasury Debt Conversion is a condition the exchange offers.

We will disclose the terms of any agreement reached with regard to the U.S. Treasury Debt Conversion and currently expect to be able to do so prior to the withdrawal deadline of the exchange offers. In the event the terms of this agreement do not satisfy the closing conditions and as a result we decide to waive a condition or otherwise amend the terms of the exchange offers, we will provide notice of the waiver or amendment, disseminate additional offer documents, extend the exchange offers and extend (or reinstate) withdrawal rights as we determine necessary and to the extent required by law.

***VEBA Modifications***

Our initial Viability Plan provided for modification of our retiree healthcare obligations such that payment or contribution of not less than one-half of the value of each future payment or contribution made by us to the New VEBA would be made in the form of GM common stock, with the value of any such payment or contribution not to exceed the amount that was required for such period under the VEBA settlement agreement. We and the U.S. Treasury are currently in discussions with the UAW and the VEBA-settlement class representative regarding the terms of the required VEBA modifications. Although these discussions are ongoing, for purposes of this prospectus, GM has set as a condition to the closing of the exchange offers that the VEBA modifications meet certain requirements that go beyond the VEBA modifications required under the First U.S. Treasury Loan Agreement. The VEBA modifications that will be required as a condition to the closing of the exchange offers would provide for the restructuring of the approximately $20 billion present value (settlement amount) of obligations we owe under the VEBA settlement agreement. The settlement amount consists of (a) approximately $1.4 billion, which represents the total amount of our obligations to continue to provide post-retirement health care coverage under the GM plan from July 1, 2009 to December 31, 2009 (which would not be addressed by the VEBA modifications required under the First U.S. Treasury Loan Agreement) and (b) approximately $18.6 billion, which represents the present value of the future payments to the New VEBA as required under the VEBA settlement agreement. Our closing condition regarding the VEBA modifications (on such terms, the "VEBA Modifications") would provide that:

- at least 50% of the settlement amount (approximately $10 billion) will be extinguished in exchange for GM common stock; and

- cash installments will be paid in respect of the remaining approximately $10 billion settlement amount over a period of time, with such amounts and period to be agreed but together having a present value equal to the remaining settlement amount.

We have not reached an agreement with respect to the VEBA Modifications. The actual terms of the VEBA Modifications are subject to ongoing discussions among GM, the UAW, the U.S. Treasury and the VEBA-settlement class representative, and there is no assurance that any agreement will be reached on the terms described above or at all. However, an agreement with respect to the VEBA Modifications is a condition to the exchange offers, and the terms of the VEBA Modifications must satisfy the minimum conditions described above. We have set as a condition to the exchange offers that the terms of the VEBA Modifications shall be satisfactory to the U.S. Treasury.

We will disclose the terms of any agreement reached with respect to the VEBA Modifications and currently expect to be able to do so prior to the withdrawal deadline of the exchange offers. In the event the terms of this agreement do not satisfy the closing conditions and as a result we decide to waive a condition or otherwise amend the terms of the exchange offers, we will provide notice of the waiver or amendment, disseminate additional offer documents, extend the exchange offers and extend (or reinstate) withdrawal rights as we determine necessary and to the extent required by law.

Modification of the VEBA settlement agreement to give effect to the VEBA Modifications will require the approval of the VEBA-settlement class representative as well as the approval of the U.S. District Court for the Eastern District of Michigan. The VEBA Modifications will also require ratification by the UAW. Receipt of necessary judicial and regulatory approvals of the VEBA Modifications are a condition precedent to the consummation of the exchange offers. Prior regulatory approval of the U.S. Department of Labor will not be required to enter into the VEBA Modifications but will be required to effect the issuance of GM common stock to the VEBA in amounts that exceed certain limitations imposed by ERISA and the Internal Revenue Code. Because the Department of Labor approval is required only for the implementation of the VEBA Modifications, we intend to seek the approval only after the VEBA Modifications are entered into, and consequently the Department of Labor approval will not be a condition to the exchange offers. See "*Risk Factors—Risks Related to the Exchange Offers—Approval of the VEBA Modifications is subject to appeal and such modifications could be entirely unwound. Implementing the VEBA Modifications may require us to use an alternative structure to comply with ERISA rules and we cannot assure you the structure will not violate these rules*."

***Operational Changes***

Our current Viability Plan includes an operational plan which provides for, among other things, U.S. brand and nameplate rationalization, U.S. dealer reduction and a revised distribution channel strategy, U.S. hourly employee reduction, hourly labor cost reduction, salaried employee reduction and a global capital investment strategy. We developed our current Viability Plan in response to the President's Designee's determination that the February 17 Viability Plan did not establish a credible path towards viability. The current Viability Plan builds on our February 17 Viability Plan and provides for more aggressive action in rationalizing and reducing U.S. brand and nameplates, U.S. dealers, U.S. manufacturing operations, U.S. hourly and salaried employment levels and overall labor costs. We are undertaking these measures on a deeper and more accelerated basis with the goals of having a more stable and sustainable cash flow across the business cycle and reinvesting in our future. While our current Viability Plan focuses primarily on our U.S. and other North American operations, we are also restructuring our operations in other regions of the world as described in "*Summary—Recent Developments— Foreign Restructuring Activities.*"

*U.S. Industry / Share / North American Volume*. Our current Viability Plan is based on our economic and industry sales projections, which we use as a basis for our sales estimates. U.S. total industry sales (including heavy trucks and buses) are estimated by us to increase from 10.5 million units in 2009 to 12.5 million units in 2010 and to 16.8 million units in 2014. North American total industry sales are estimated by us to increase from 12.9 million units in 2009 to 19.8 million units in 2014. Although our industry sales estimates are consistent with many external forecasts, there are differing views on vehicle industry forecasts and other constituents may apply different assumptions or sensitivities in performing their evaluations.

In our current Viability Plan we have focused on more conservative market share and dealer inventory assumptions, resulting in more conservative factory unit sales ("FUS") compared to our February 17 Viability Plan. We have lowered our U.S. and North American market share projections for all years from the levels contemplated in the February 17 Viability Plan. We are projecting lower market share primarily as the result of more aggressive and accelerated brand, nameplate and channel restructuring (discussed below) and the near term market impact of statements and press reports regarding the possibility of a GM bankruptcy. We have lowered our estimated 2009 U.S. market share from 22.0% to 19.5% (a 2.5 point reduction) and total GMNA market share from 21.1% to 19.1% (a 2.0 point reduction). We have lowered our estimated 2010 U.S. market share from 21.1% to 18.9% (a 2.2 point reduction) and our estimated GMNA market share from 20.4% to 18.4% (a 2.0 point reduction).

We have also lowered our market share estimates for the period 2011 through 2014. The share assumptions have been developed to ensure that our operating plan is robust across the business cycle while using what we believe to be reasonable assumptions. With a properly focused four core brand strategy supporting fewer, better vehicle nameplates (reinforced by focused product development and marketing expenditures), we believe we can be more successful in delighting customers and generating better business results going forward.

As a result of the fourth quarter 2008 U.S. vehicle market collapse, our inventory, while historically low, is high from a days supply standpoint given current lower industry sales rates. To address this issue and bring inventory quantities in line with a more optimal 75 to 90 days supply, we have announced North American production reductions of approximately 190,000 vehicles during the second and early third quarters of 2009. These production reductions will result in a significant number of down weeks at many North American assembly plants and we expect to employ an extended shutdown of one to seven weeks at many manufacturing facilities bridging the normal July shutdown period.

As a result of the expected decrease in 2009 North American total industry sales levels, the expected decrease in U.S. and GMNA market share during 2009 through 2014 and our U.S. inventory level assumptions, we have lowered our GMNA FUS estimates from the February 17 Viability Plan. GMNA factory unit sales are now estimated to be 2.1 million, 3.0 million, 3.3 million, 3.6 million, 3.7 million and 3.7 million for 2009 through 2014, respectively. This compares to February 17 Viability Plan GMNA factory unit sales estimates of

2.6 million, 3.2 million, 3.5 million, 3.9 million, 4.0 million and 4.1 million for 2009 through 2014, respectively. The following table sets forth certain data for the U.S. and North America, including estimated industry vehicle sales and our estimated market share and FUSs.

| | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|---|---|
| **Current Viability Plan** | | | | | | | |
| U.S. Industry (mil) | 13.5 | 10.5 | 12.5 | 14.3 | 16.0 | 16.4 | 16.8 |
| North America Industry (mil) | 16.6 | 12.9 | 15.2 | 17.1 | 18.9 | 19.4 | 19.8 |
| U.S. Share | 22.1% | 19.5% | 18.9% | 18.6% | 18.4% | 18.5% | 18.5% |
| GMNA Share | 21.5% | 19.1% | 18.4% | 18.1% | 18.0% | 18.2% | 18.0% |
| GMNA FUS | 3,679 | 2,104 | 2,999 | 3,330 | 3,627 | 3,707 | 3,732 |

*Global Capital*. Our current Viability Plan provides for capital investment to support our products and develop new technology totaling $5.4 billion in 2009 and ranging from $5.3 billion to $6.7 billion from 2010 through 2014. U.S. vehicle launches include the 2009 introduction of the new Chevrolet Camaro, Chevrolet Equinox, Buick LaCrosse, GMC Terrain, Cadillac CTS Sports Wagon and Cadillac SRX, as well as the 2010 introduction of the Chevrolet Volt, Chevrolet Cruze and Cadillac CTS Coupe. Our current Viability Plan continues to provide for significant investment in alternative fuel, hybrid and plug-in vehicles. As compared to the February 17 Viability Plan, our current Viability Plan provides for the accelerated timing of $0.3 billion in additional investment in 2009 and lowers capital investment by approximately $0.2 billion in aggregate over the 2009 to 2014 period.

*U.S. Brand and Nameplate Rationalization.* We intend to focus our resources in the U.S. on four core brands: Chevrolet, Cadillac, Buick and GMC. Our current Viability Plan accelerates the timing of resolution for Saab, HUMMER and Saturn versus the February 17 Viability Plan. Resolutions for Saab and HUMMER have been accelerated to 2009 versus 2010 in the February 17 Viability Plan. Resolution of Saturn has been accelerated to 2009 versus 2010 to 2011 included in the February 17 Viability Plan. In conjunction with accelerated nameplate elimination, there is no planned investment for Pontiac, therefore the brand is expected to be phased out by the end of 2010.

On February 20, 2009, Saab Automobile AB filed for protection under the reorganization laws of Sweden in order to reorganize itself into a stand-alone entity independent from us. With respect to HUMMER, we have received final bids from potential purchasers and are in the process of reviewing them. We expect to make a final decision regarding a sale or phase-out of HUMMER in early May. With regard to Saturn, we are currently evaluating opportunities regarding a potential sale of the Saturn Distribution Corporation, an indirect wholly owned subsidiary, and expect to make a decision regarding a sale or phase out by the end of 2009.

Our current Viability Plan does not reflect the sale of the AC Delco Independent Aftermarket business as previously contemplated in the February 17 Viability Plan. In light of current economic conditions, its integration with GM's business and preliminary bids from prospective purchasers which did not reflect a valuation that we believe was appropriate, AC Delco will remain part of GM's business going forward.

Our current Viability Plan calls for a 29% reduction in the number of vehicle nameplates by 2010, from 48 in 2008 to 34 in 2010. This reflects both the reduction in brands and continued emphasis on fewer and better entries. Our expectation is that this will lead to higher per vehicle profit driven by focused marketing support and concentrated engineering and capital spending on higher volume vehicles. Our current Viability Plan contemplates a level of marketing support per brand and nameplate going forward that we believe is competitive with the industry.

As indicated in the table below, our current Viability Plan accelerates the reduction in U.S. nameplates from the February 17 Viability Plan. The February 17 Viability Plan called for a reduction from 48 U.S. nameplates in 2008 to 36 in 2012, a 25% reduction, while our current Viability Plan reduces the number of U.S. nameplates to 34 by 2010, a 29% reduction two years ahead of the prior plan.

| U.S. Nameplates | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|---|---|
| Current Viability Plan | 48 | 45 | 34 | 34 | 35 | 35 | 35 |
| February 17 Viability Plan | 48 | 45 | 47 | 39 | 36 | 37 | 36 |

*U.S. Dealers and Distribution Channel Strategy.* Due to our long operating history and existing franchise locations, many dealerships now operate in outdated facilities that are also no longer in the prime locations required to succeed. In addition, the number of same brand dealers in a given market may exceed the optimal representation that allows for competitive per store sales throughput, which is an important driver of dealer profitability. It is imperative that our restructuring results in a competitive dealer network from a sales throughput and return on assets standpoint. Our current Viability Plan calls for a reduction in U.S. dealers to allow for greater sales effectiveness in all markets, increased private investment and reduced distribution costs. Our current Viability Plan contemplates a reduction in the level of our U.S. dealers from 6,246 in 2008 to 3,605 in 2010. Our current Viability Plan is intended to facilitate an orderly, customer friendly and cost-effective approach for dealer reductions and inventory disposal.

Our current Viability Plan more aggressively addresses the level of U.S. dealers compared to the February 17 Viability Plan. The February 17 Viability Plan contemplated an optimal dealer footprint of three channels and 4,100 rooftops by 2014. Our current Viability Plan targets a footprint of approximately 500 fewer dealers four years earlier than the February 17 Viability Plan.

The dealer consolidation reflected in the current Viability Plan will be executed in a manner that supports our stated strategy of marketing our four core brands via three channels. Chevrolet will be marketed as our foundation brand and channel, Cadillac as our luxury brand and channel and Buick-GMC in the upper / premium space. In major markets, Chevrolet and Cadillac will be stand-alone channels. Buick-GMC will stand alone or be aligned with Chevrolet or Cadillac with a separate sales operation depending on market penetration and real estate costs. In the midsize and small-town markets, in many cases, Chevrolet and Buick-GMC will be aligned with one dealer operator. Cadillac will maintain representation in the smaller markets but at dramatically lower dealer density than today.

*Manufacturing Operational Efficiencies*. Our February 17 Viability Plan included the reduction in the total number of powertrain, stamping and assembly plants in the U.S. from 47 in 2008 to 33 in 2012. Consistent with our objective of accelerating the restructuring of our business, we plan to reduce the total number of powertrain, stamping and assembly plants in the U.S. to 34 by the end of 2010 and 31 by 2012. This would reflect the acceleration of six plant closures/idlings from our February 17 Viability Plan as well as one additional plant idling through 2014. In addition to these actions, we have been implementing an integrated global manufacturing strategy based on common lean manufacturing principles and processes. Implementation of this strategy provides the infrastructure for flexible production in our assembly facilities where multiple body styles from different architectures can be built in a given plant. Flexible manufacturing will enable us to respond to changing market conditions more quickly and we expect will contribute to higher overall capacity utilization and result in lower fixed costs per vehicle sold, and lower and more efficient capital investment.

| | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|---|---|
| **U.S. Manufacturing Facilities** | | | | | | | |
| Current Viability Plan | 47 | 41 | 34 | 33 | 31 | 31 | 31 |
| February 17 Viability Plan | 47 | 44 | 37 | 35 | 33 | 32 | 32 |
| **U.S. Assembly Capacity Utilization *** | | | | | | | |
| Current Viability Plan | 68% | 49% | 89% | 98% | 107% | 118% | 124% |
| February 17 Viability Plan | 68% | 61% | 81% | 88% | 94% | 112% | 120% |

* Based on 2 Shift Harbour Method

*U.S. Hourly Employment Levels*. Our current Viability Plan would reduce U.S. hourly employment levels from 61,000 in 2008 to 40,000 in 2010. This is primarily the result of the contemplated nameplate reductions, operational efficiencies and plant capacity reductions. As compared to the February 17 Viability Plan, our current Viability Plan provides for U.S. hourly employment levels that are approximately 7,000 lower in 2010 and 2011 and 8,000 lower in the 2012 through 2014 period.

**U.S. Hourly Employment**
**(000's)**

| | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|---|---|
| Current Viability Plan | 61 | 45 | 40 | 38 | 38 | 38 | 38 |
| February 17 Viability Plan | 61 | 45 | 47 | 45 | 46 | 46 | 46 |

* Adjusted versus February 17 Viability Plan to exclude joint ventures.

*Hourly Labor Cost*. Reflecting reductions in hourly employment levels and modifications to the GM/UAW Labor Agreement, our current Viability Plan contemplates a reduction in projected U.S. hourly labor costs from $7.6 billion in 2008 to $5.0 billion in 2010, $4.8 billion in 2012 and $4.1 billion in 2014. We anticipate estimated labor costs will be obtained through a combination of reductions in total U.S. hourly employment as well as modifications to the terms to the collective bargaining agreement. At this time, the UAW has not ratified the modifications to the terms of the collective bargaining agreement that were negotiated on February 17, 2009.

While the tentative agreement reached with the UAW is expected to significantly improve GM's competitiveness and helps us close a substantial portion of the labor cost gap by the end of 2009, ultimately the conditions as to competitiveness will be determined by the U.S. Treasury. Our labor cost estimates assume achieving the targeted total labor costs through either further gap closure of labor costs per hour to U.S. transplants (through implementation of the provisions of the February 17, 2009 agreement, or future contractual revisions as necessary), additional reductions in hourly labor manpower or a combination of both.

**U.S. Hourly Labor Costs**
**$ Billions**

| | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Current Viability Plan** | | | | | | | | | | | | |
| Active | 12.7 | 12.8 | 12.0 | 10.2 | 8.3 | 6.7 | 4.6 | 3.8 | 3.6 | 3.9 | 4.1 | 4.1 |
| Retiree | 5.7 | 3.2 | 3.8 | 2.4 | 1.2 | 0.9 | 1.8 | 1.2 | 1.2 | 0.9 | 0.8 | 0.0 |
| Total | 18.4 | 16.0 | 15.8 | 12.6 | 9.5 | 7.6 | 6.4 | 5.0 | 4.8 | 4.8 | 4.9 | 4.1 |
| **February 17 Viability Plan** | | | | | | | | | | | | |
| Active | 12.7 | 12.8 | 12.0 | 10.2 | 8.3 | 6.7 | 4.7 | 4.6 | 4.4 | 4.5 | 4.5 | 4.7 |
| Retiree | 5.7 | 3.2 | 3.8 | 2.4 | 1.2 | 0.9 | 1.8 | 0.8 | 0.7 | 0.3 | 0.4 | 0.1 |
| Total | 18.4 | 16.0 | 15.8 | 12.6 | 9.5 | 7.6 | 6.5 | 5.4 | 5.1 | 4.8 | 4.9 | 4.8 |

With respect to our operations in Canada, we negotiated a revised labor agreement in March 2009 with the Canadian Auto Workers (the "CAW") which we believe reduces the active cost of an hour of labor to approximately the level paid by our U.S. transplant competitors (when measured at an exchange rate of $0.80 per Canadian Dollar). Under our current Viability Plan, Canadian hourly employment levels would be reduced from 10,300 in 2008 to 4,400 by 2014. As a result of the headcount reductions and contract changes, our hourly active labor costs in Canada are estimated to decrease from $1.0 billion in 2008 to $0.5 billion by 2014. We are seeking financial support for our Canadian operations, and are in discussions with both the Canadian Federal and the Ontario Provincial governments to provide it. They are currently considering our requests and considering, among other things, the competitiveness of our Canadian active hourly labor costs and alternatives for reducing our Canadian legacy costs, such as pensions, retiree health care and life insurance.

*Salaried Employment Levels*. Over the last four years, similar to actions taken to reduce cost and right-size the hourly workforce, we have taken actions to reduce salaried and executive employment levels. In North

America (including corporate staffing supporting global operations) from 2004 to 2008, salaried employment has been reduced from 47,600 to 35,200 (41,450 to 29,650 in the U.S.), while executives have been reduced from 2,000 to 1,300 over the same timeframe.

As part of the February 17 Viability Plan, we announced that we would reduce salaried employment on a global basis by 10,000 from year-end 2008. With regard to North America, salaried employment is expected to decrease from 35,200 to 30,800 (29,650 to 26,250 in the U.S.), while GMNA executives are expected to be reduced from 1,300 to 1,100. We continue to evaluate our structure and decision making processes with the view of further simplifying our business and expect an additional layer of salaried and executive manpower reductions as we execute our current Viability Plan.

***GMNA Structural Cost***

Reflecting the positive impact of the initiatives and plans reflected in our current Viability Plan, GMNA's structural costs are estimated to decrease $7.6 billion from $30.8 billion in 2008 to $23.2 billion in 2010, a 25% reduction, and decrease by another $1.0 billion to $22.2 billion by 2014. The 25% reduction in structural cost over the 2008 to 2010 period is primarily related to the reduction in labor costs expected be achieved through the reduction in employment levels as well as implementation of competitive agreements combined with other operational efficiencies gained through the rightsizing of the business. The table below compares GMNA's structural cost from the February 17 Viability Plan to our current Viability Plan. While 2009 structural cost has increased approximately $0.8 billion largely related to accelerated depreciation, the reduced cost levels estimated in the 2010 to 2014 period reflect the results of faster and deeper restructuring actions reflected in our current Viability Plan. GMNA structural cost is expected to be reduced to $23.2 billion in 2010, approximately $0.8 billion lower than the level estimated to be achieved in 2014 in the February 17 Viability Plan.

| GMNA Structural Cost ($ Bil) | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|---|---|---|---|---|---|---|
| Current Viability Plan | 30.8 | 27.1 | 23.2 | 22.3 | 22.7 | 22.9 | 22.2 |
| February 17 Viability Plan | 30.8 | 26.3 | 25.0 | 24.0 | 24.0 | 24.0 | 24.0 |

***Global Cash Restructuring Costs***

Successful implementation of our current Viability Plan will require significant cash payments related to restructuring, dealer and brand rationalization and employee headcount and capacity rationalization. We estimate that those global cash requirements will be $4.0 billion in 2009 and an additional $2.1 billion through 2014.

**Future Liquidity Requirements and Requests for Additional Funding**

In the February 17 Viability Plan we submitted to the President's Designee pursuant to the First U.S. Treasury Loan Agreement, we forecasted a need for funding from the U.S. Treasury of $22.5 billion under our baseline scenario and $30.0 billion under our downside scenario (in each case including the $13.4 billion then outstanding under the First U.S. Treasury Loan Agreements, but not including the $748.6 million promissory note we issued to the U.S. Treasury as part of the compensation for the loans thereunder and the $884.0 million we borrowed to purchase additional membership interests in GMAC). In order to execute our current Viability Plan, we currently forecast a need for U.S. Treasury funding totaling $27.0 billion, representing the $22.5 billion requested in our February 17 Viability Plan under our baseline scenario, plus an additional $4.5 billion needed to implement incremental restructuring actions, cover higher projected negative operating cash flow primarily due to lower forecasted vehicle sale volumes in North America, and to compensate for lower than originally forecasted proceeds from asset sales and other sources of financing, including Department of Energy Section 136 Loans for production of advanced technology vehicles and components. Our Viability Plan currently assumes that we receive $5.7 billion of Section 136 Loans and an additional $5.6 billion in funding from foreign governments.

As discussed above, the U.S. Treasury agreed to provide us with $2.0 billion of additional working capital loans and we borrowed $2.0 billion on April 24, 2009. As part of the compensation for these loans, we issued to the U.S. Treasury a promissory note in an aggregate principal amount of $133.4 million. We currently expect that we will need an additional $2.6 billion of working capital loans prior to June 1, 2009. We cannot assure you that the U.S. Treasury will provide the additional $2.6 billion of loans. If we were to receive the additional $2.6 billion of loans, we expect we would be required to issue to the U.S. Treasury a promissory note in an aggregate principal amount of $173.4 million as part of the compensation for these loans.

If we receive the additional $2.6 billion of loans and issue the additional $173.4 million promissory note to the U.S. Treasury in connection with those loans, as of June 1, 2009 we would have received loans from the U.S. Treasury of $18.0 billion (excluding the $884.0 million we borrowed to purchase additional membership interests in GMAC) and issued promissory notes in an aggregate principal amount of $1.1 billion as part of the compensation to the U.S. Treasury for these loans, and as a result, the total outstanding U.S. Treasury Debt would be $20.0 billion. Under the terms of the U.S. Treasury Debt Conversion, at least 50% of the U.S. Treasury Debt outstanding at June 1, 2009 (including the $884.0 million we borrowed to purchase additional membership interests in GMAC and the other promissory notes we issued to the U.S. Treasury as part of the compensation for the loans provided to us), would be exchanged for new shares of GM common stock.

In our Viability Plan, we currently forecast that, after June 1, 2009, we will require an additional $9.0 billion of U.S. Treasury funding. We expect that if we were to receive this additional funding, we would be required to issue to the U.S. Treasury promissory notes in an aggregate principal amount of $600.3 million as part of the compensation for this funding. We have proposed that the U.S. Treasury commit to provide this additional $9.0 billion funding, together with the additional $2.6 billion referred to above, to us under, or on terms similar to those under, the existing U.S. Treasury Loan Agreements (we refer to the commitment to provide this total of $11.6 billion of additional financing as the “U.S. Treasury Financing Commitment”). We cannot assure you that the U.S. Treasury will provide the additional $2.6 billion and $9.0 billion of funding. The receipt of the U.S. Treasury Financing Commitment on commercially reasonable terms is a condition to the exchange offers. Assuming the exchange of 50% of our outstanding U.S. Treasury Debt at June 1, 2009 (such 50% currently estimated to be approximately $10 billion) and our receipt of the additional $9.0 billion, our total outstanding U.S. Treasury Debt would be $19.6 billion.

## BANKRUPTCY RELIEF

**We have not commenced any cases in the bankruptcy court under Chapter 11 of the U.S. Bankruptcy Code. We also have not taken any corporate action authorizing the commencement of any reorganization cases.**

We do not intend to file petitions for relief under Chapter 11 of the U.S. Bankruptcy Code if the exchange offers are consummated. However, in the event we have not received prior to June 1, 2009 sufficient tenders of old notes, including the old Series D notes, to consummate the exchange offers, we currently expect to seek relief under the U.S. Bankruptcy Code. We are considering various alternatives under the U.S. Bankruptcy Code in consultation with the U.S. Treasury, our largest lender.

One alternative we are considering is a sale, pursuant to section 363(b) of the U.S. Bankruptcy Code (the "363 Sale"), of most or substantially all of the company's operating assets, including its subsidiaries, to a new operating entity ("New GM") formed by and controlled by the U.S. Treasury. The consideration the U.S. Treasury would pay for those assets may consist of one of more of the following: all or part of its existing secured debt as currency, debt or equity in New GM, the assumption of certain liabilities, cash, or other forms of consideration. In the form currently being considered, New GM would not assume GM's obligations under the old notes. GM's assets that are not sold to New GM in the 363 Sale would be liquidated by GM in its case under the U.S. Bankruptcy Code and the proceeds thereof, as well as the consideration paid by the U.S. Treasury, would be administered in GM's case under the U.S. Bankruptcy Code. The recovery received by holders of old notes in the context of a 363 Sale would depend on the consideration paid by the U.S. Treasury for GM's assets, the value of such consideration, the amounts generated from the disposition of the assets not transferred to New GM, the amount of other claims against GM and the costs and expenses associated with the administration of GM's bankruptcy estate. The holders of old notes may receive less in the 363 Sale than in the exchange offers.

Another alternative we are considering is soliciting acceptances of a plan of reorganization (the "plan") from the U.S. Treasury, the UAW and the VEBA-settlement class representative prior to the filing of any GM reorganization case under Chapter 11. We would not solicit acceptances of the plan from holders of old notes. If we obtain the requisite acceptances and choose this alternative, we would deem the class of holders of old notes to reject the plan and pursue confirmation of the plan over the deemed rejection of that class pursuant to section 1129(b) of the U.S. Bankruptcy Code. The plan may provide for similar consideration to holders of old notes as being provided in the exchange offers, although the precise consideration has not yet been determined, and it may be less than in the exchange offers.

In the event we decide to pursue either such alternative, it is possible that we will not be in a position to proceed with either alternative prior to June 1, 2009, which may result in our filing a more traditional Chapter 11 case. In addition, although we believe that we would be successful in pursuing either the 363 Sale or the plan, as set forth above, each of those alternatives involves uncertainties, potential delays and litigation risks. It is possible that a bankruptcy court would not approve the 363 Sale or confirm the plan, and that, as a result, a GM Chapter 11 case may become a longer, more traditional Chapter 11 case, which we believe would result in holders of old notes receiving less than they would receive in the exchange offers, the 363 Sale, or the plan. It is also possible that a more traditional Chapter 11 case could be converted to a case under Chapter 7 of the U.S. Bankruptcy Code, which we believe would result in holders of old notes receiving nothing.

In the event we decide to seek bankruptcy relief under any alternative, it is currently expected that certain of GM's subsidiaries, including Saturn Corporation, Saturn Distribution Corporation, and potentially other subsidiaries, will also file Chapter 11 cases (or commence other similar reorganization proceedings) and pursue the same form of relief as, or a different form of relief than, that pursued by GM.

**If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.**

For a more complete description of the risks relating to our failure to consummate the exchange offers, see *"Risk Factors—Risks Related to Failure to Consummate the Exchange Offers."*

## SELECTED CONSOLIDATED HISTORICAL FINANCIAL DATA

The following table sets forth selected consolidated historical financial data as of and for the years ended December 31, 2008, 2007, 2006, 2005 and 2004 and has been derived without adjustment from our audited consolidated financial statements for such years. The data set forth in the table below should be read together with our audited consolidated financial statements for the years ended December 31, 2008, 2007 and 2006 and the related notes, and the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," each of which is found in our annual report on Form 10-K for the year ended December 31, 2008, which is incorporated by reference in this prospectus.

| | Years Ended December 31, | | | | |
|---|---|---|---|---|---|
| | 2008 | 2007 | 2006 | 2005 | 2004 |
| | (Dollars in millions except per share amounts) | | | | |
| **Income Statement Data:** | | | | | |
| Total net sales and revenue (a) | $ 148,979 | $ 179,984 | $ 204,467 | $ 192,143 | $ 192,196 |
| Operating loss | $ (21,284) | $ (4,309) | $ (5,823) | $ (17,806) | $ (545) |
| Income (loss) from continuing operations (b) | $ (30,860) | $ (43,297) | $ (2,423) | $ (10,621) | $ 2,415 |
| Income from discontinued operations (c) | — | 256 | 445 | 313 | 286 |
| Gain from sale of discontinued operations (c) | — | 4,309 | — | — | — |
| Cumulative effect of change in accounting principle (d) | — | — | — | (109) | — |
| Net income (loss) | $ (30,860) | $ (38,732) | $ (1,978) | $ (10,417) | $ 2,701 |
| $1 2/3 par value common stock: | | | | | |
| Basic earnings (loss) per share from continuing operations before cumulative effect of accounting change | $ (53.32) | $ (76.52) | $ (4.29) | $ (18.78) | $ 4.27 |
| Basic earnings per share from discontinued operations (c) | — | 8.07 | 0.79 | 0.55 | 0.51 |
| Basic loss per share from cumulative effect of change in account principle (d) | — | — | — | (0.19) | — |
| Basic earnings (loss) per share | $ (53.32) | $ (68.45) | $ (3.50) | $ (18.42) | $ 4.78 |
| Diluted earnings (loss) per share from continuing operations before cumulative effect of accounting change (d) | $ (53.32) | $ (76.52) | $ (4.29) | $ (18.78) | $ 4.26 |
| Diluted earnings (loss) per share from discontinued operations (c) | — | 8.07 | 0.79 | 0.55 | 0.50 |
| Diluted loss per share from cumulative effect of accounting change (d) | — | — | — | (0.19) | — |
| Diluted earnings (loss) per share | $ (53.32) | $ (68.45) | $ (3.50) | $ (18.42) | $ 4.76 |
| Cash dividends declared per share | $ 0.50 | $ 1.00 | $ 1.00 | $ 2.00 | $ 2.00 |
| Book value per share (h) | $ (139.79) | | | | |
| **Balance Sheet Data (as of period end):** | | | | | |
| Current assets | $ 41,224 | $ 60,135 | $ 65,156 | $ 52,357 | $ 55,371 |
| Noncurrent assets | $ 45,316 | $ 71,759 | $ 99,025 | $ 109,967 | $ 107,198 |
| Total assets (a) (b) (e) | $ 91,047 | $ 148,883 | $ 186,304 | $ 474,268 | $ 480,772 |
| Current liabilities | $ 73,911 | $ 69,510 | $ 66,717 | $ 70,726 | $ 72,849 |
| Noncurrent liabilities | $ 100,654 | $ 109,040 | $ 112,472 | $ 93,548 | $ 79,854 |
| Stockholders' equity (deficit) (b) (d) (f) (g) | $ (86,154) | $ (37,094) | $ (5,652) | $ 14,442 | $ 27,669 |
| Minority interests | $ 814 | $ 1,614 | $ 1,190 | $ 1,047 | $ 397 |

Certain prior period amounts have been reclassified in the consolidated statements of operations to conform to the 2008 presentation.

(a) In November 2006, we sold a 51% controlling ownership interest in GMAC, resulting in a significant decrease in total consolidated net sales and revenues, assets and notes and loans payable.

(b) In September 2007, we recorded full valuation allowances of $39.0 billion against our net deferred tax assets in Canada, Germany and the United States.

(c) In August 2007, we completed the sale of the commercial and military operations of our Allison business. The results of operations, cash flows and the 2007 gain on sale of Allison have been reported as discontinued operations for all periods presented.

(d) At December 31, 2005, we recorded an asset retirement obligation of $181 million in accordance with the requirements of FIN No. 47, "Accounting for Conditional Asset Retirement Obligations—an Interpretation of FASB Statement No. 143." The cumulative effect on net loss, net of related income tax effects, of recording the asset retirement obligations was $109 million or $0.19 per share on a diluted basis.

(e) At December 31, 2006, we recognized the funded status of our benefit plans on our consolidated balance sheet with an offsetting adjustment to Accumulated other comprehensive income (loss) in stockholders' equity (deficit) of $16.9 billion in accordance with the adoption of SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment to FASB Statements No. 87, 88, 106, and 132(R)."

(f) At January 1, 2007, we recorded a decrease to retained earnings of $425 million and an increase of $1.2 billion to Accumulated other comprehensive income in connection with the early adoption of the measurement provisions of SFAS No. 158.

(g) At January 1, 2007, we recorded an increase to retained earnings of $137 million with a corresponding decrease to our liability for uncertain tax positions in accordance with FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes."

(h) Book value per share is calculated by dividing Stockholders' deficit by the number of common shares outstanding.

## ACCOUNTING TREATMENT OF THE EXCHANGE OFFERS

The exchange of our old notes for shares of GM common stock will be accounted for as a troubled debt restructuring pursuant to the provisions of SFAS No. 15, which provides for different types of debt restructurings (e.g., grants of equity in full settlement of debt, modification of terms of existing debt, or a combination of equity grants and debt modifications, the latter of which is referred to as a "combination of types"). Pursuant to the provisions of SFAS No. 15, this troubled debt restructuring would be accounted for as a grant of equity in full settlement of the debt since the exchange consideration, consisting of shares of GM common stock, received for any old notes tendered would result in the full settlement of the old notes exchanged. For the purposes of the pro forma adjustments, we have reflected, based on tenders at the Assumed Participation Level, the issuance to the tendering holders of 225 shares of GM common stock for each 1,000 U.S. dollar equivalent of principal amount (or accreted value as of the settlement date, if applicable) of old notes exchanged.

Assuming the satisfaction of the U.S. Treasury Condition, which we currently believe will require that 90% of the principal amount (or, in the case of discount notes, accreted value) of our old notes are tendered or redeemed pursuant to the call option (in the case of our non-USD old notes), we will issue 5.5 billion shares of GM common stock with an estimated fair value of $2.3 billion. The estimated fair value of the shares of GM common stock issued pursuant to the exchange offers was derived using a discounted cash flow methodology based on the assumptions included in our current Viability Plan. As discussed under the "*Notes to the Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers*," the final accounting treatment for the exchange offers will be based on the market price of our common stock at or about the date the exchange offers are consummated, and that market price per share could differ significantly from the estimated per share amount used in the unaudited pro forma condensed consolidated financial information for the exchange offers. The carrying amount of the old notes tendered will be greater than the estimated fair value of the shares of GM common stock issued pursuant to the exchange consideration. In applying troubled debt restructuring accounting pursuant to the provisions of SFAS No. 15, we would recognize a gain on restructuring arising from the exchange equal to $21.2 billion, or the difference between the carrying value of old notes tendered and the estimated fair value of the shares of GM common stock issued less any related fees or expenses. Any such gain on restructuring is reflected in accumulated deficit on the unaudited pro forma condensed consolidated balance sheet for the exchange offers, and would be excluded from the unaudited pro forma condensed consolidated statement of operations for the exchange offers since this gain on restructuring is not expected to have a continuing impact on us.

The accounting treatment of the exchange offers as described in this section relates solely to the exchange of our old notes for shares of GM common stock. Discussion pertaining to other pro forma adjustments, including the U.S. Treasury Debt Conversion and the VEBA Modifications, is discussed further in the Notes to the Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers, included elsewhere in this prospectus.

In measuring the tax consequences of the unaudited pro forma condensed consolidated financial information for the exchange offers, the impact of The American Recovery and Reinvestment Act of 2009 (the "American Recovery and Reinvestment Act") amending Code Section 382 of the Internal Revenue Code was applied as though it was effective as of December 31, 2008 for the unaudited pro forma condensed consolidated balance sheet and as of January 1, 2008 for the unaudited pro forma condensed consolidated statement of operations.

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION FOR THE EXCHANGE OFFERS**

**As of and For the Year Ended December 31, 2008**

The following unaudited pro forma condensed consolidated financial information for the exchange offers as of and for the year ended December 31, 2008 (the "Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers") has been derived by applying the pro forma adjustments set forth below to our historical consolidated financial statements as of and for the year ended December 31, 2008, which are incorporated into this prospectus by reference from our annual report on Form 10-K for the year ended December 31, 2008.

Pursuant to the requirements under Article 11 of Regulation S-X, the unaudited pro forma condensed consolidated statement of operations for the exchange offers gives effect to adjustments for transactions expected to have a continuing impact on us, that (1) are directly attributable to the exchange offers and are factually supportable, and (2) represent material events that have occurred after December 31, 2008 and had or will have a material effect on our historical financial statements and capital structure. The unaudited pro forma condensed consolidated balance sheet gives effect to adjustments for transactions regardless of whether they have a continuing impact on us or are non-recurring, that are (1) directly attributable to the exchange offers and are factually supportable, and (2) represent material events which have occurred after December 31, 2008 and had or will have a material effect on our historical financial statements and capital structure. The unaudited pro forma condensed consolidated financial information for the exchange offers assumes that each of the categories of adjustments below had occurred as of December 31, 2008 for the unaudited pro forma condensed consolidated balance sheet, and on January 1, 2008 for the unaudited pro forma condensed consolidated statement of operations for the exchange offers.

The unaudited pro forma condensed consolidated financial information for the exchange offers (including conditions precedent thereto) gives effect to the following categories of adjustments that are directly attributable to the exchange offers and factually supportable:

- consummation of the transactions contemplated by the exchange offers, including the payment of related fees and expenses;
- the U.S. Treasury Debt Conversion;
- the VEBA Modifications;
- additional borrowings under the First U.S. Treasury Loan Agreement and borrowings under the Second U.S. Treasury Loan Agreement that occurred subsequent to December 31, 2008;
- additional working capital loans under the First U.S. Treasury Loan Agreement that occurred subsequent to December 31, 2008;
- par value reduction of GM common stock to $0.01 per share;
- increase in the number of authorized shares of GM common stock;
- 1-for-100 reverse stock split of GM common stock; and
- purchase of an additional ownership interest in GMAC that occurred subsequent to December 31, 2008.

The unaudited pro forma condensed consolidated financial information for the exchange offers gives effect to the following categories of adjustments that represent material events which have occurred after December 31, 2008 and had or will have a material effect on our historical financial statements and capital structure:

- modifications to certain secured borrowing facilities that occurred subsequent to December 31, 2008; and
- application of FSP No. APB 14-1.

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION FOR THE EXCHANGE OFFERS—Continued**

**As of and For the Year Ended December 31, 2008**

The unaudited pro forma condensed consolidated financial information for the exchange offers assumes, among other things, the satisfaction of the U.S. Treasury Condition, which we currently believe will require the exchange or redemption pursuant to the call option (in the case of our non-USD old notes) of 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of our old notes for the exchange consideration. The actual exchange of our old notes could be more or less than the level of participation assumed for the exchange offers, which would impact the pro forma total debt and pro forma stockholders' deficit as of December 31, 2008, and would impact the pro forma interest expense and the pro forma loss per share for the year ended December 31, 2008.

The U.S. Treasury Debt Conversion and VEBA Modifications will result in significant dilution to our current common stockholders, and will result in pro forma ownership levels of approximately 1.0% and 9.1% for existing stockholders and tendering noteholders, respectively, assuming the Assumed Participation Level in the exchange offer and after shares are issued to the New VEBA. The actual effects of the U.S. Treasury Debt Conversion and satisfaction of the VEBA obligations in exchange for GM common stock on our financial position and results of operations could be different than the levels assumed for the unaudited pro forma condensed consolidated financial information for the exchange offers and such differences could be material.

In connection with the preparation of our consolidated financial statements for the year ended December 31, 2008, we concluded that there was substantial doubt about our ability to continue as a going concern and our independent registered public accounting firm included a statement in their audit report related to the existence of substantial doubt about our ability to continue as a going concern due to our recurring losses from operations, stockholders' deficit, and inability to generate sufficient cash flow to meet our obligations and sustain our operations. Notwithstanding this conclusion, our consolidated financial statements and unaudited pro forma condensed consolidated financial information for the exchange offers have been prepared assuming that we will continue as a going concern and do not include any adjustments that might result from the outcome of this uncertainty.

The unaudited pro forma condensed consolidated financial information for the exchange offers is based on assumptions that we believe are reasonable and should be read in conjunction with "*Capitalization*" and "*Accounting Treatment of the Exchange Offers*," included elsewhere in this prospectus, and our consolidated financial statements and related notes thereto as of and for the year ended December 31, 2008, which are incorporated into this prospectus by reference from our annual report on Form 10-K for the year ended December 31, 2008.

The unaudited pro forma condensed consolidated financial information for the exchange offers does not give effect to the Labor Modifications or the restructuring and other actions to be undertaken pursuant to our current Viability Plan because these actions do not currently meet the requirements for pro forma presentation under Article 11 of Regulation S-X. Although management expects that the Labor Modifications may result in cost savings and the actions undertaken pursuant to our current Viability Plan may result in near-term restructuring and impairment charges and in improved financial performance in the future, no assurance can be given that these anticipated cost savings or projected operational and financial improvements will be realized.

The unaudited pro forma condensed consolidated financial information for the exchange offers is presented for illustrative purposes only and is not necessarily indicative of the financial position or results of operations that would have actually been reported had the exchange offers been consummated as of December 31, 2008 or on January 1, 2008, respectively, nor is it indicative of our future financial position or results of operations. The actual effects of the exchange offers on our financial position or results of operations may be different than what we have assumed or estimated, and these differences may be material.

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET FOR THE EXCHANGE OFFERS**

**As of December 31, 2008**

**(Dollars in millions)**

| | As of December 31, 2008 Historical | Pro Forma Adjustments for the Exchange Offers: Exchange of Old Notes and New Equity | | U.S. Treasury Loans and VEBA Exchange | | As of December 31, 2008 Pro Forma for the Exchange Offers | Other Pro Forma Adjustments | | As of December 31, 2008 Pro Forma |
|---|---|---|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | | | | |
| **Current Assets** | | | | | | | | | |
| Cash and cash equivalents | $ 13,953 | $ (215) | a | $ 11,400 | d | $ 24,503 | $ (63) | d | $ 24,440 |
| | | (635) | a | | e | | — | | |
| Marketable securities | 13 | — | | — | | 13 | — | | 13 |
| Total cash and marketable securities | 13,966 | (850) | | 11,400 | | 24,516 | (63) | | 24,453 |
| Accounts and notes receivable, net | 7,711 | | | — | | 7,711 | — | | 7,711 |
| Inventories | 13,042 | — | | — | | 13,042 | — | | 13,042 |
| Equipment on operating leases, net | 3,363 | — | | — | | 3,363 | — | | 3,363 |
| Other current assets and deferred income taxes | 3,142 | — | | — | | 3,142 | — | | 3,142 |
| Total current assets | 41,224 | (850) | | 11,400 | | 51,774 | (63) | | 51,711 |
| **Financing and Insurance Operations Assets** | | | | — | | | | | |
| Cash and cash equivalents | 100 | — | | — | | 100 | — | | 100 |
| Investments in securities | 128 | — | | — | | 128 | — | | 128 |
| Equipment on operating leases, net | 2,221 | — | | — | | 2,221 | — | | 2,221 |
| Equity in net assets of GMAC LLC | 491 | — | | 884 | d | 1,375 | — | | 1,375 |
| Other assets | 1,567 | — | | — | | 1,567 | — | | 1,567 |
| Total Financing and Insurance Operations assets | 4,507 | — | | 884 | | 5,391 | — | | 5,391 |
| **Non-Current Assets** | | | | | | | | | |
| Equity in net assets of nonconsolidated affiliates | 1,655 | — | | — | | 1,655 | — | | 1,655 |
| Property, net | 39,656 | — | | — | | 39,656 | — | | 39,656 |
| Goodwill and intangible assets, net | 265 | — | | — | | 265 | — | | 265 |
| Deferred income taxes | 98 | — | | — | | 98 | — | | 98 |
| Prepaid pension | 109 | — | | — | | 109 | — | | 109 |
| Other assets | 3,533 | (229) | b | — | | 3,304 | (9) | g | 3,325 |
| | | | | | | | 30 | f | |
| Total non-current assets | 45,316 | (229) | | — | | 45,087 | 21 | | 45,108 |
| **Total assets** | $ 91,047 | $ (1,079) | | $ 12,284 | | $ 102,252 | $ (42) | | $ 102,210 |

See Accompanying Notes to Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers.

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET FOR THE EXCHANGE OFFERS—Continued**

**As of December 31, 2008**

**(Dollars in millions)**

| | As of December 31, 2008 Historical | Pro Forma Adjustments for the Exchange Offers: Exchange of Old Notes and New Equity | | Pro Forma Adjustments for the Exchange Offers: U.S. Treasury Loans and VEBA Exchange | | As of December 31, 2008 Pro Forma for the Exchange Offers | Other Pro Forma Adjustments | | As of December 31, 2008 Pro Forma |
|---|---|---|---|---|---|---|---|---|---|
| **TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT** | | | | | | | | | |
| **Current Liabilities** | | | | | | | | | |
| Accounts payable (principally trade) | $ 22,236 | $ — | | $ — | | $ 22,236 | $ — | | $ 22,236 |
| Short-term borrowings and current portion of long-term debt, excluding U.S. Treasury Debt | 11,918 | (878) | b | — | | 11,040 | (26) | g | 10,075 |
| | | | | | | | (939) | f | |
| U.S. Treasury Debt | 3,836 | — | | 11,400 | d | 8,060 | | | 8,060 |
| | | | | 884 | d | | | | |
| | | | | (8,060) | n | | | | |
| Accrued expenses | 35,921 | (635) | a | | | 35,286 | — | | 35,286 |
| | | — | h | — | h | | — | h | |
| Total current liabilities | 73,911 | (1,513) | | 4,224 | | 76,622 | (965) | | 75,657 |
| **Financing and Insurance Operations Liabilities** | | | | — | | | | | |
| Accounts payable | 23 | — | | — | | 23 | — | | 23 |
| Debt | 1,192 | — | | — | | 1,192 | — | | 1,192 |
| Other liabilities and deferred income taxes | 607 | — | | — | | 607 | — | | 607 |
| Total Financing and Insurance Operations liabilities | 1,822 | — | | — | | 1,822 | — | | 1,822 |
| **Non-Current Liabilities** | | | | — | | | | | |
| Long-term debt | 29,594 | (23,049) | b | — | | 6,545 | (576) | g | 5,969 |
| Postretirement benefits other than pensions | 28,919 | — | | (242) | n | 28,677 | — | | 28,677 |
| Pensions | 25,178 | — | | — | | 25,178 | — | | 25,178 |
| Other liabilities and deferred income taxes | 16,963 | — | h | (165) | n,h | 16,798 | — | h | 16,798 |
| Total non-current liabilities | 100,654 | (23,049) | | (407) | | 77,198 | (576) | | 76,622 |
| **Total liabilities** | 176,387 | (24,562) | | 3,817 | | 155,642 | (1,541) | | 154,101 |
| Minority interests | 814 | — | | — | | 814 | — | | 814 |
| **Stockholders' Deficit** | | — | | — | | | | | |
| Preferred stock | — | — | | — | | — | — | | — |
| Preference stock | — | — | | — | | — | — | | — |
| $1 2/3 par value common stock, historical $0.01 par value for pro forma | 1,017 | 9,205 | c | (62,154) | m | 4 | — | | 4 |
| | — | — | | 51,936 | n | — | — | | |
| Capital surplus (principally additional paid-in capital) | 15,755 | (6,885) | c | 62,154 | m | 32,176 | 734 | g | 32,910 |
| | | — | | (38,848) | n | | — | | |
| Accumulated deficit | (70,610) | 21,163 | b | (4,863) | n | (54,310) | (117) | g | (53,521) |
| | | | | — | | | 939 | f | |
| | | | | | | | (33) | f | |
| Accumulated other comprehensive loss | (32,316) | — | | 242 | n | (32,074) | (24) | g | (32,098) |
| Total stockholders' deficit | (86,154) | 23,483 | | 8,467 | | (54,204) | 1,499 | | (52,705) |
| **Total liabilities, minority interests, and stockholders' deficit** | $ 91,047 | $ (1,079) | | $ 12,284 | | $ 102,252 | $ (42) | | $ 102,210 |

See Accompanying Notes to Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers.

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS FOR THE EXCHANGE OFFERS**

**For the Year Ended December 31, 2008**

**(Dollars in millions, except per share amounts)**

| | Year Ended December 31, 2008 Historical | Pro Forma Adjustments for the Exchange Offers: Exchange of Old Notes and New Equity | | U.S. Treasury Loans and VEBA Exchange | | Year Ended December 31, 2008 Pro Forma for the Exchange Offers | Other Pro Forma Adjustments | | Year Ended December 31, 2008 Pro Forma |
|---|---|---|---|---|---|---|---|---|---|
| **Net sales and revenue** | | | | | | | | | |
| Automotive sales | $ 147,732 | $ — | | $ — | | $ 147,732 | $ — | | $ 147,732 |
| Financial services and insurance revenue | 1,247 | — | | — | | 1,247 | — | | 1,247 |
| Total net sales and revenue | 148,979 | — | | — | | 148,979 | — | | 148,979 |
| **Costs and expenses** | | | | | | | | | |
| Automotive cost of sales | 149,311 | — | | (300) | p | 149,011 | — | | 149,011 |
| Selling, general and administrative expense | 14,253 | — | | — | | 14,253 | — | | 14,253 |
| Financial services and insurance expense | 1,292 | — | | — | | 1,292 | — | | 1,292 |
| Other expenses | 5,407 | — | | — | | 5,407 | — | | 5,407 |
| Total costs and expenses | 170,263 | — | | (300) | | 169,963 | — | | 169,963 |
| Operating loss | (21,284) | — | | 300 | | (20,984) | — | | (20,984) |
| Equity in loss of GMAC LLC | (6,183) | — | | — | | (6,183) | — | q | (6,183) |
| Automotive and other interest expense | (2,345) | 1,873 | i | (858) | j | (1,066) | (61) | j | (1,361) |
| | | — | | (327) | k | | (127) | k | |
| | | — | | 591 | o | | (107) | g | |
| Automotive interest income and other non-operating income, net | 424 | — | | — | | 424 | — | | 424 |
| | | | | — | | | | | |
| Loss from continuing operations before income taxes, equity income and minority interests | (29,388) | 1,873 | | (294) | | (27,809) | (295) | | (28,104) |
| Income tax expense | 1,766 | — | l | — | l | 1,766 | — | l | 1,766 |
| Equity income, net of tax | 186 | — | | — | | 186 | — | | 186 |
| Minority interests, net of tax | 108 | — | | — | | 108 | — | | 108 |
| **Loss from continuing operations** | $ (30,860) | $ 1,873 | | $ (294) | | $ (29,281) | $ (295) | | $ (29,576) |
| **Before reverse stock split:** | | | | | | | | | |
| Loss from continuing operations per share, basic and diluted | $ (53.32) | | | | | $ (0.79) | | | $ (0.79) |
| Weighted average common shares outstanding, basic and diluted (millions) | 579 | 5,523* | | 31,162* | | 37,264 | — | | 37,264 |
| **After reverse stock split:** | | | | | | | | | |
| Loss from continuing operations per share, basic and diluted | $ (5, 329.88) | | | | | $ (78.50) | | | $ (79.29) |
| Weighted average common shares outstanding, basic and diluted (millions) | 6 | 55 | | 312 | | 373 | | | 373 |

* The shares utilized for each pro forma adjustment are calculated based on exchange rates as of December 31, 2008.

See Accompanying Notes to Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers.

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION FOR THE EXCHANGE OFFERS**

**Notes**

The pro forma adjustments illustrated below assume, among other things, the satisfaction of the U.S. Treasury Condition, which we currently believe will require the exchange of at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of our old notes (including at least 90% of the aggregate principal amount of our outstanding old Series D notes) will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes); and that as consideration for the old notes, the tendering holders will receive 225 shares of GM common stock for each 1,000 U.S. dollar equivalent of principal amount (or accreted value as of the settlement date, if applicable) of old notes exchanged. The actual exchange of our old notes could be more or less than the level of participation assumed for the exchange offers which would impact the pro forma total debt and pro forma stockholders' deficit as of December 31, 2008, and would impact the pro forma interest expense and pro forma loss per share for the year ended December 31, 2008. Additionally, we have estimated the fair value of the shares of GM common stock provided to tendering holders, the U.S. Treasury (or its designee) and used for the VEBA Modifications by using a discounted cash flow methodology based on the assumptions used in our current Viability Plan. The final accounting treatment for the exchange offers will be based on the market price of our common stock at or about the date the exchange offers are consummated, and that market price per share could differ significantly from the estimated per share amount used in unaudited pro forma condensed consolidated financial information for the exchange offers. The estimated fair value may fluctuate significantly through the date of the consummation of the exchange offers. The unaudited pro forma condensed consolidated financial information for the exchange offers does not give effect to the Labor Modifications or the restructuring and other actions (described further under *"The Restructuring—Viability Plan"*) contemplated in our current Viability Plan because such actions currently do not meet the requirements for pro forma presentation under Article 11 of Regulation S-X. Although management expects that the Labor Modifications may result in cost savings in the future, no assurance can be given that these anticipated cost savings will be realized.

For purposes of the unaudited pro forma condensed consolidated financial information we have assumed the consummation of the exchange offers with holders tendering in the exchange offers at the Assumed Participation Level and that:

- the aggregate amount of GM common stock issued in connection with the exchange offers will be approximately 5.5 billion shares,
- the aggregate amount of GM common stock issued to the U.S. Treasury (or its designee) pursuant to the U.S. Treasury Debt Conversion will be approximately 31.2 billion shares,
- the aggregate amount of GM common stock to be issued to the New VEBA for the VEBA Modifications will be approximately 23.2 billion shares when issued on the Implementation Date (as defined in (n) below), and
- the aggregate amount of GM common stock retained by existing stockholders will be approximately 0.6 billion shares.

The assumed pro forma shares to be issued to the New VEBA will not be outstanding until the Implementation Date, and for purposes of the pro forma financial information the dilutive effect of 23.2 billion shares to be issued to the New VEBA at a future date are reflected in the pro forma adjustments and estimated fair value per share of GM common stock but the shares are not reflected as issued and outstanding pro forma shares of GM common stock. Upon issuance of the GM common stock to the New VEBA, tendering noteholders will have their ownership interest diluted to 9.1% at the Assumed Participation Level. Because the various transactions that will occur on the Implementation Date are not reflected in the unaudited pro forma condensed

consolidated financial information (of which the pro forma shares to be issued are just one component part), such shares are not reflected as issued for purposes of the unaudited pro forma condensed consolidated financial information. The final allocation of GM common stock between the U.S. Treasury (or its designee) and the New VEBA will be determined in the future.

(a) To reflect the following adjustments to cash and cash equivalents pursuant to the exchange offers:

| (Dollars in millions) | Amounts |
|---|---|
| Estimated cost of the exchange offers charged to earnings | $ (215) |
| Cash payments relating to accrued and unpaid interest on old notes made to debt holders | (635) |
| Total | $ (850) |

(b) To reflect the decrease in the total carrying amount of debt (excluding the effects of the U.S. Treasury Debt Conversion) and the effects on accumulated deficit, after applying troubled debt restructuring accounting upon consummation of the exchange offers with holders tendering in the exchange offers at the Assumed Participation Level:

| (Dollars in millions) | Amounts |
|---|---|
| Decrease in short-term borrowings and current portion of long-term debt | $ (878) |
| Decrease in long-term debt | (23,049) |
| Decrease in debt issuance costs | 229 |
| Total decrease in debt and debt issuance costs due to the exchange of old notes | (23,698) |
| Reduced by: | |
| Estimated fair value of shares issued pursuant to the exchange offers (5.5 billion shares of GM common stock issued at an estimated fair value of $0.42 per share before giving effect to the 1-for-100 reverse stock split) | 2,320 |
| Estimated cost of the exchange offers | 215 |
| Gain on restructuring of debt due to the exchange offers | $ (21,163) |

The exchange offers will be accounted for as a troubled debt restructuring pursuant to the provisions of SFAS No. 15. Troubled debt restructuring accounting requires the comparison of the carrying value of the existing debt tendered to the estimated fair value of the equity granted in full settlement of the debt less any related fees or expenses. If the carrying value of the tendered debt exceeds the estimated fair value of the equity granted in settlement of the old notes, a troubled debt restructuring gain would be recognized at the date the exchange is consummated. Any pro forma gain we would realize through the application of troubled debt restructuring accounting would be reflected in accumulated deficit on the unaudited pro forma condensed consolidated balance sheet for the exchange offers, and would be excluded from the unaudited pro forma condensed consolidated statement of operations for the exchange offers since this gain on restructuring is not expected to have a continuing impact on us. At December 31, 2008, the carrying value of the old notes subject to the exchange offers is approximately $26.6 billion with a stated par value of approximately $27.3 billion.

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION FOR THE EXCHANGE OFFERS—Continued**

The following table sets forth an unaudited pro forma sensitivity analysis for the exchange offers to estimate the effect of changes in the percentage of holders electing to tender their old notes and to estimate the effect of changes in the estimated fair value per share of GM common stock issued to tendering holders as exchange consideration. The estimates presented in this unaudited pro forma sensitivity analysis may differ from actual results, and these differences may be material. In the table below, any pro forma gain we would realize through the application of troubled debt restructuring accounting is reflected in accumulated deficit on the unaudited pro forma condensed consolidated balance sheet for the exchange offers, and is excluded from the unaudited pro forma condensed consolidated statement of operations for the exchange offers since this gain on restructuring is not expected to have a continuing impact on us.

| | Assuming 90% Aggregate Tender or Redemption of Old Notes, Pro Forma Impact on | | | Assuming 100% Tender of Old Notes, Pro Forma Impact on | | |
|---|---|---|---|---|---|---|
| Estimated fair value of equity per share (assumed share price, before giving effect to the 1-for-100 reverse stock split) | Common stock and capital surplus | Accumulated deficit, arising from gain | Total debt | Common stock and capital surplus | Accumulated deficit, arising from gain | Total debt |
| (Dollars in millions, except share price) | | | | | | |
| $1.00 | $ 5,523 | $ (17,960) | $ (23,927) | $ 6,136 | $ (19,980) | $ (26,585) |
| $0.75 | 4,142 | (19,341) | (23,927) | 4,602 | (21,514) | (26,585) |
| $0.50 | 2,761 | (20,722) | (23,927) | 3,068 | (23,048) | (26,585) |
| $0.42 | 2,320 | (21,163) | (23,927) | 2,577 | (23,539) | (26,585) |
| $0.25 | 1,381 | (22,102) | (23,927) | 1,534 | (24,582) | (26,585) |
| $0.10 | 552 | (22,931) | (23,927) | 614 | (25,502) | (26,585) |
| $0.00 | — | (23,483) | (23,927) | — | (26,116) | (26,585) |

* Note the table above does not show the balance sheet accounts of cash or other assets that will be reduced for the estimated costs of the exchange offers of $215 million and the decrease in debt issuance costs of $229 million at the Assumed Participation Level and $254 at 100% participation in the exchange offers.

We have estimated the fair value per share of GM common stock issued to the tendering holders by using a discounted cash flow methodology based on the assumptions included in our current Viability Plan, which assumes the shares to be issued to the New VEBA. We have prepared the unaudited pro forma condensed consolidated financial information based on an estimated fair value of $0.42 per share before giving effect to the 1-for-100 reverse stock split, which is derived from the discounted cash flows in our current Viability Plan utilizing a 10.5% weighted average cost of capital ("WACC"). This per share amount is based on an estimated equity value of $25.4 billion. The following provides additional unaudited sensitivity analyses pertaining to the estimated fair value per share of the GM common stock issued to the tendering holders:

- In estimating our enterprise and equity values, a WACC of 10.5% was used as the discount rate for measuring the present value of the principal projected cash flows. A 1% increase/decrease in the discount rate would decrease/increase the estimated equity value by $1.9 billion (decrease/increase the estimated fair value by $0.03 per share before giving pro forma effect to the reverse stock split). Assuming a WACC of 27.9%, the estimated fair value per share of GM common stock is $0.00.

- In estimating our enterprise and equity values, the U.S. seasonally adjusted annual rate ("U.S. SAAR") of light vehicle sales for the years 2009 through 2014 was assumed to be 10.5, 12.5, 14.3, 16.0, 16.4 and 16.8 million units, respectively. A 1.0 million unit increase in the U.S. SAAR for the years 2009 and

2010 combined with a 1.5 million unit increase in the U.S. SAAR for the years 2011 through 2014 would increase the estimated equity value by $12.2 billion (resulting in increase in the estimated fair value by $0.20 per share before giving pro forma effect to the reverse stock split). A 1.0 million unit decrease in the U.S. SAAR for the years 2009 and 2010 combined with a 1.5 million unit decrease in the U.S. SAAR for the years 2011 through 2014 would decrease the estimated equity value by $12.8 billion (resulting in decrease in the estimated fair value by $0.21 per share before giving pro forma effect to the reverse stock split).

- In estimating our enterprise and equity values, our GMNA market share for the years 2009 through 2014 was assumed to be 19.5%, 18.9%, 18.6%, 18.4%, 18.5% and 18.3%, respectively. A one percentage point increase in the GMNA market share for these years would increase the estimated equity value by $10.8 billion (resulting in an increase in the estimated fair value by $0.18 per share before giving pro forma effect to the reverse stock split). A one percentage point decrease in the GMNA market share for these years would decrease the estimated equity value by $11.4 billion (resulting in a decrease in the estimated fair value by $0.19 per share before giving pro forma effect to the reverse stock split).

- In estimating our enterprise and equity values, our GMNA contribution margin for the years 2009 through 2014 was assumed to be 29.9%, 31.7%, 31.4%, 31.0%, 31.2% and 31.0%, respectively. A one percentage point increase in the GMNA contribution margin for these years would increase the estimated equity value by $6.2 billion (resulting in an increase in the estimated fair value by $0.10 per share before giving pro forma effect to the reverse stock split). A one percentage point decrease in the GMNA contribution margin for these years would decrease the estimated equity value by $6.4 billion (resulting in decrease in the estimated fair value by $0.11 per share before giving pro forma effect to the reverse stock split).

We continue to work towards a restructuring of our German and certain other European operations, which could include a third party investment in a new vehicle manufacturing company that would own all or a significant part of our European operations. We are currently in talks with the German government and several parties with respect to such an investment. If consummated, this restructuring could significantly reduce our ownership interest and control over substantially all of our GME segment. For purposes of estimating the consolidated equity value and related estimated fair value per share of GM common stock used in the unaudited condensed consolidated financial information for the exchange offers we have eliminated from our estimated consolidated equity value 50% of the estimated value of our GME segment.

The final accounting treatment for the exchange offers will be based on the market price of our common stock at or about the date the exchange offer is consummated, and that market price per share could differ significantly from the estimated per share amount used in these pro forma financial statements.

(c) Adjustment to capital to reflect the issuance of shares of GM common stock pursuant to the exchange offers before giving effect to the 1-for-100 reverse stock split:

| (Dollars in millions) | Amounts |
|---|---|
| Increase in $1 2/3 par value common stock due to the issuance of shares of GM common stock (5.5 billion shares) | $ 9,205 |
| Adjustment to additional paid-in capital due to issuance of shares of GM common stock | (6,885) |
| Estimated fair value of 5.5 billion shares of GM common stock issued | $ 2,320 |

(d) To reflect adjustments to cash and cash equivalents to give effect to the following transactions:

| (Dollars in millions) | Amounts |
|---|---|
| Increase in borrowings from the U.S. Treasury of $5.4 billion received on January 21, 2009, $4.0 billion received on February 17, 2009 and $2.0 billion received on April 24, 2009 pursuant to the loan and security agreement with the U.S. Treasury (the "First U.S. Treasury Loan Agreement") as amended on April 22, 2009 to provide us with $2.0 billion in additional working capital loans | $ 11,400 |
| Decrease due to consent and issuance costs associated with the modifications, subsequent to December 31, 2008, of our $4.5 billion secured revolving credit facility, a $1.5 billion term loan and a $125 million secured credit facility (collectively, the "Secured Debt Modifications") | (63) |

As reflected in the table above, on April 22, 2009, we and the U.S. Treasury entered into an amendment to the First U.S. Treasury Loan Agreement, pursuant to which, among other things, the U.S. Treasury agreed to provide us $2.0 billion in additional working capital loans under the First U.S. Treasury Loan Agreement and we borrowed $2.0 billion on April 24, 2009. In connection with the amendment to provide the $2.0 billion of additional loans, we issued to the U.S. Treasury a promissory note in an aggregate principal amount of $133.4 million as part of the compensation for the additional loans and, these borrowings have been reflected as a pro forma adjustment.

In addition, we borrowed an additional $884 million from the U.S. Treasury pursuant to an additional loan and security agreement with the U.S. Treasury (the "Second U.S. Treasury Loan Agreement") on January 16, 2009. Pursuant to the terms of the Second U.S. Treasury Loan Agreement, we were required to use these proceeds to purchase an additional 10.9% ownership interest in GMAC, increasing our common equity interest in GMAC from 49.0% to 59.9%. We have reflected the impact of these transactions as additional equity in net assets of GMAC and additional borrowings on the accompanying unaudited pro forma condensed consolidated balance sheet for the exchange offers at December 31, 2008.

The borrowings from the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement have been recorded as current liabilities. The First U.S. Treasury Loan Agreement required us to submit to the President's Designee, by March 31, 2009, the Company Report detailing, among other things, the progress we had made in implementing our Viability Plan. On March 30, 2009, the President's Designee found that our Viability Plan, in its then-current form, was not viable and would need to be revised substantially in order to lead to a viable GM. On March 30, 2009, following the President's Designee's determination, we and the U.S. Treasury entered into amendments to the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement to postpone the Certification Deadline to June 1, 2009 and, with respect to the First U.S. Treasury Loan Agreement, to also postpone the deadline by which we are required to provide the Company Report to June 1, 2009. On or before June 1, 2009, we must deliver to the President's Designee evidence that the following have occurred: (a) the Labor Modifications have been approved by the members of our unions, (b) all necessary approvals of the VEBA Modifications, other than regulatory and judicial approvals, have been received, and (c) an exchange offer to implement a bond exchange has been commenced. If the President's Designee does not certify our Viability Plan, then the advances and other obligations under the U.S. Treasury Loan Agreements would become due and payable on the 30th day after the Certification Deadline.

(e) In order to execute our current Viability Plan, we currently forecast a need for U.S. Treasury funding totaling $27.0 billion, representing the $22.5 billion requested in our February 17 Viability Plan submission under our baseline scenario, plus an additional $4.5 billion needed to implement incremental restructuring

actions, cover higher projected negative operating cash flow primarily due to lower forecasted vehicle sale volumes, and to compensate for lower than originally forecasted proceeds from asset sales and other sources of financing, including Section 136 Loans.

The following amounts are not included in the unaudited pro forma financial statements as we do not yet have definitive agreements:

- We currently forecast that we will need an additional $2.6 billion of working capital loans from the U.S. Treasury prior to June 1, 2009 and $9.0 billion thereafter. If we were to receive the additional $2.6 billion of loans and $9.0 billion in funding, we expect we would be required to issue to the U.S. Treasury promissory notes in an aggregate principal amount of $173.4 million as part of the compensation for these loans and $600.3 million as part of the compensation for this funding.

- The current Viability Plan currently assumes that we will receive $5.7 billion of Section 136 Loans and an additional $5.6 billion in funding from foreign governments.

We cannot assure you that the U.S. Treasury will provide any additional loans. In addition, we do not expect that the Department of Energy will determine that we meet the viability requirement for eligibility to receive Section 136 Loans unless and until the U.S. Treasury approves our Viability Plan. Even if the U.S. Treasury approves our Viability Plan, we cannot be certain that the Department of Energy will approve our requests for Section 136 Loans. We also are in the process of requesting temporary loan support from certain foreign governments, including Canada, Germany, the United Kingdom, Sweden and Thailand. We believe that obtaining funding from these governmental sources will be necessary to continue to operate our business in its anticipated scope. We have not received any commitment with regard to the additional proposed borrowings from either the U.S. government or any foreign governments, and there is no assurance that we will be successful in obtaining the additional governmental funding we will need to continue to operate our business. Moreover, even if we receive commitments for the required funding (our receipt of evidence of the U.S. Treasury Commitment is a condition to the consummation of the exchange offers), we do not know what the terms of, and conditions for, borrowing will be and cannot be sure we will be able to satisfy them as and when funding is needed. We have not included the requested additional funding outlined above in our unaudited pro forma condensed consolidated financial information for the exchange offers. However, interest and other costs associated with such borrowings should they occur would be significant.

(f) To reflect the costs of $63 million related to the Secured Debt Modifications, consisting of $33 million recognized as a cost of debt extinguishment and $30 million recognized as additional debt issuance costs.

Additionally, certain secured borrowing facilities under the Secured Debt Modifications qualify for extinguishment accounting, which requires a $939 million reduction in the carrying value of debt to an estimated fair value of $530 million. This amount will be recorded as a gain on extinguishment in the three months ended March 31, 2009. This gain is reflected in accumulated deficit on the unaudited pro forma condensed consolidated balance sheet for the exchange offers, and is excluded from the unaudited pro forma condensed consolidated statement of operations for the exchange offers since this gain on restructuring is not expected to have a continuing impact on us.

(g) To reflect the application of FSP No. APB 14-1, which requires issuers of convertible debt securities within its scope to separate the equity component of the security from the debt component of the security, resulting in the debt component being recorded without consideration given to the conversion feature. FSP No. APB 14-1 was only applied to the carrying cost of the convertible old notes as of December 31, 2008 since they are within the scope of FSP No. APB 14-1. The pro forma adjustments in the table below reflect the

application of FSP No. APB 14-1, which results in a cumulative effect of a change in accounting principle, as if this standard had been applied on December 31, 2008.

| (Dollars in millions) | Amounts |
|---|---|
| Decrease in debt issuance costs | $ (9) |
| Decrease in short-term borrowings and current portion of long-term debt | (26) |
| Decrease in long-term debt | (576) |
| Increase in capital surplus due to conversion feature | 734 |
| Increase in accumulated deficit due to cumulative effect of a change in accounting principle | 117 |
| Increase in accumulated other comprehensive loss | 24 |

The reduction in the debt balance is accounted for as a discount on the debt, and is amortized as additional interest expense over the term of the debt. The incremental increase in interest expense for the year ended December 31, 2008 due to the application of FSP No. APB 14-1 is $107 million.

The adjustment to accumulated deficit reflects the amortization of the debt discount prior to December 31, 2008, offset by the tax effects of the application of FSP No. APB 14-1.

(h) We have significant tax attributes for which the related deferred tax assets have been fully offset by valuation allowances in our financial statements. The gain on extinguishment will be principally offset by the utilization of these attributes. The tax effect, if any, will not be reflected in the unaudited pro forma condensed consolidated statement of operations for the exchange offers since the cancellation of indebtedness income is a non-recurring item.

On February 17, 2009, the American Recovery and Reinvestment Act amended Code Section 382 of the Internal Revenue Code. Code Section 382 imposes certain limitations on a corporation's ability to utilize certain tax attributes (such as net operating losses) after an ownership change. The American Recovery and Reinvestment Act amended these rules to provide that the Code Section 382 limitations will not apply to an ownership change that occurs pursuant to a restructuring plan that both: (i) is required under a loan agreement or a commitment for a line of credit entered into with the Department of the Treasury under the Emergency Economic Stabilization Act of 2008 and (ii) is intended to result in a rationalization of the costs, capitalization and capacity with regard to the manufacturing workforce of and suppliers to the taxpayer and its subsidiaries. In measuring the impact of the tax consequences of the pro forma information, we included the effects of the American Recovery and Reinvestment Act as if it were in effect as of December 31, 2008.

GM Nova Scotia is expected to realize a forgiven amount under the debt forgiveness rules of the Income Tax Act (Canada) as a result of the implementation of the exchange offers for the old GM Nova Scotia notes and any exercise of the call option to settle the old GM Nova Scotia notes, and may otherwise realize forgiven amounts under these rules as a result of the settlement of other GM intercompany obligations owing by GM Nova Scotia as part of the implementation of the exchange offers and the exercise of the call option. The final impact to GM Nova Scotia in any such case under the rules of the Income Tax Act (Canada) is uncertain. However, the realization of a forgiven amount by GM Nova Scotia could cause adverse Canadian tax consequences to GM Nova Scotia for these purposes, including the inclusion of up to half of any such forgiven amount in computing the income of GM Nova Scotia. The unaudited pro forma condensed consolidated balance sheet does not include any adjustment for these potential tax consequences.

(i) To reflect the decrease in interest expense equal to $1,873 million due to the decrease in debt (excluding the effects of the U.S. Treasury Debt Conversion) from the consummation of the exchange offers which we have assumed will result in the exchange or redemption pursuant to the call option (in the case of the non-

USD old notes) of 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of our old notes. If 100% of the holders tender in the exchange offers, the reduction in interest expense would increase by $210 million to $2,083 million.

(j) To reflect adjustments to interest expense to give effect to the following transactions:

| (Dollars in millions) | Amounts |
|---|---|
| Increase in cash interest expense due to additional borrowings of $13.4 billion under the First U.S. Treasury Loan Agreement which includes borrowings from the U.S. Treasury of $5.4 billion on January 21, 2009 and $4.0 billion on February 17, 2009 | $ 670 |
| Increase in cash interest expense due to the promissory note issued to the U.S. Treasury of $749 million on December 31, 2008 pursuant to the additional note agreement with the U.S. Treasury (the "U.S. Treasury Promissory Note") | 37 |
| Increase in cash interest expense due to additional borrowings from the U.S. Treasury of $884 million under the Second U.S. Treasury Loan Agreement on January 16, 2009 | 44 |
| Increase in cash interest expense due to the additional working capital loans under the First U.S. Treasury Loan Agreement from the U.S. Treasury of $2.0 billion on April 24, 2009 | 100 |
| Increase in cash interest expense due to the promissory note issued to the U.S. Treasury of $133.4 million on April 24, 2009 pursuant to the additional note agreement with the U.S. Treasury (the "U.S. Treasury Additional Promissory Note") | 7 |
| **U.S. Treasury Total** | $ 858 |
| Increase in cash interest expense due to an increase in the interest rates on our $4.5 billion secured revolving credit facility, a $1.5 billion term loan and a $125 million secured credit facility modified subsequent to December 31, 2008. The modifications also waived our non-compliance with certain covenants in these agreements | $ 61 |

The pro forma adjustments to reflect the increase in the cash interest expense relating to the U.S. Treasury Debt have been prepared using an interest rate that was determined using the higher of the three-month LIBOR rate at year end or 2%, plus an additional 3% pursuant to the terms of the relevant agreements. At December 31, 2008, the interest rate used to estimate the pro forma interest expense adjustments was 5% since the three-month LIBOR rate was lower than the 2% required minimum. A 1/8 percent variance in the rate used to determine interest expense on all of the loans would increase/decrease our earnings by $22 million.

(k) To reflect amortization of discount and debt issuance costs equal to $327 million associated with the $13.4 billion under the First U.S. Treasury Loan Agreement, the $749 million under the U.S. Treasury Promissory Note, the working capital loans under the First U.S. Treasury Loan Agreement from the U.S. Treasury and the U.S. Treasury Additional Promissory Note, all amortized over the contractual maturity.

To reflect amortization of discount of $127 million associated with the Secured Debt Modifications, all amortized over the contracted maturity.

(l) The adjustments to interest expense and postretirement benefits other than pension costs do not result in an income tax consequence due to our ability to utilize our significant tax attributes, for which the related deferred tax assets were previously offset by a valuation allowance.

GENERAL MOTORS CORPORATION AND SUBSIDIARIES

NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION FOR THE EXCHANGE OFFERS—Continued

(m) To reflect the par value reduction of GM common stock to $0.01 per share (the "par value reduction") and to reflect the 1-for-100 reverse stock split of GM common stock (the "reverse stock split") whereby each 100 shares of GM common stock registered in the name of a stockholder at the effective time of the reverse stock split will be converted into one share of GM common stock. The reverse stock split will occur following the effectiveness of the common stock increase. The 23.2 billion shares to be issued in the VEBA Modifications are not included in the adjustment below because the issuance of those shares has not been reflected as a pro forma adjustment as described in Note (n) below.

The reverse stock split and the reduction in par value of GM common shares will result in the following effect on our unaudited pro forma condensed consolidated balance sheet:

| (Dollars in millions) | Decrease in common stock | Increase to capital surplus |
|---|---|---|
| Effect on historical 610 million shares outstanding at December 31, 2008 | $ (1,017) | $ 1,017 |
| Decrease in $1 2/3 par value common stock for the 5.5 billion shares issued pursuant to the exchange offers and 31.2 billion shares issued pursuant to the U.S. Treasury Debt Conversion | (61,137) | 61,137 |
| Total effect | $ (62,154) | $ 62,154 |

(n) We are currently in discussions with the U.S. Treasury regarding the terms of the U.S. Treasury Debt Conversion. For purposes of this prospectus, we have set as a condition to the closing of the exchange offers that we would issue GM common stock to the U.S. Treasury (or its designee) in exchange for (a) full satisfaction and cancellation of at least 50% of the face amount of our outstanding U.S. Treasury Debt at June 1, 2009 (such 50% currently estimated to be approximately $10 billion) and (b) full satisfaction and cancellation of our obligations under the warrant issued to the U.S. Treasury. For purposes of the unaudited pro forma financial information for the exchange offers, we have assumed that the U.S. Treasury will receive 51%, or approximately 31.2 billion shares, of GM common stock in satisfaction and cancellation of 50% of our outstanding U.S. Treasury Debt as of June 1, 2009, with a pro forma carrying value of approximately $8.1 billion. The difference between the actual expected reduction of $10 billion referred to above and the $8.1 billion reduction reflected in the pro forma adjustment is due to 50% of (i) differences between the face and pro forma carrying amount of the debt of $1.1 billion, and (ii) the additional $2.8 billion of working capital loans from the U.S. Treasury for which we would receive $2.6 billion of proceeds prior to June 1, 2009 but that is not reflected as a pro forma adjustment as explained in Note (e).

In addition, we and the U.S. Treasury are currently in discussions with the UAW regarding the terms of the VEBA Modifications. We have proposed, and this prospectus assumes as a condition to the closing of the exchange offers, that the VEBA Modifications would provide, among other things, for the issuance of shares of GM common stock to the New VEBA in full satisfaction of at least $10 billion and up to $20 billion of obligations under the VEBA settlement agreement. Under the VEBA settlement agreement, our obligations to provide retiree healthcare coverage for UAW retirees and beneficiaries will terminate and become the obligations of the new plan and the New VEBA at the "Implementation Date" that for purposes of the unaudited pro forma condensed consolidated financial information we have assumed to be December 31, 2009. On this date, we would account for the establishment and funding of the New VEBA as a settlement and termination of our UAW hourly medical plan and mitigation plan. On the Implementation Date, we would issue GM common stock to the New VEBA and those shares would be considered issued and outstanding, and our liability for OPEB under SFAS No. 106, "Employers' Accounting for

Postretirement Benefits Other Than Pension" ("SFAS No. 106") for the UAW hourly medical plan and mitigation plan would be eliminated and replaced by the estimated fair value of the consideration remaining to be provided to the New VEBA. Because the various transactions that will occur on the Implementation Date are not reflected in the pro forma financial statements (of which the shares to be issued to the New VEBA are just one component part), the 23.2 billion shares to be issued to the New VEBA are not reflected as issued for purposes of the unaudited pro forma financial statements. The issuance of the shares to the New VEBA will have an additional dilutive effect on our existing stockholders.

While the total percentage of GM common stock assumed to be issued to the U.S. Treasury on June 1, 2009 and to the New VEBA on the Implementation Date equals 89% at the 100% participation level and 89.9% at the Assumed Participation Level, neither (a) the percentage to be issued to each such party, nor (b) the percentage of each parties' outstanding obligation owed by GM to be satisfied upon the U.S. Treasury Debt Conversion and VEBA Modifications is known, and are all subject to negotiation.

Upon the completion of these transactions as currently assumed and the issuance of GM common stock to the New VEBA on the Implementation Date, based on the satisfaction of the U.S. Treasury Condition, which we currently believe will require the exchange of at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of our old notes (including at least 90% of the aggregate principal amount of the outstanding Series D notes) to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes):

(a) the aggregate amount of GM common stock to be issued in connection with the exchange offers, the U.S. Treasury Debt Conversion and the proposed VEBA Modifications would be approximately 59.9 billion shares which, based on the approximately 610 million shares of GM common stock outstanding as of December 31, 2008, would represent approximately 99% of the pro forma GM common stock upon consummation of the above transactions, and

(b) the percentage of pro forma GM common stock to be held by

i. holders of old notes tendered in the exchange offers would be 9.1%;

ii. the U.S. Treasury (or its designee) and the New VEBA would collectively be 89.9%; and

iii. existing GM common stockholders would be approximately 1.0%.

Assuming full participation in the exchange offers, the percentage of pro forma GM common stock to be held by (i) holders of old notes tendered in the exchange offers would be 10%, (ii) the U.S. Treasury (or its designee) and the New VEBA would collectively be 89%, and (iii) existing GM common stockholders would be approximately 1%.

If ultimately agreed to, the U.S. Treasury Debt Conversion would reduce outstanding debt by the amount of debt converted and decrease stockholders' deficit by a similar amount less any related fees or expenses. However, the amount of U.S. Treasury Debt to be extinguished in exchange for at least 50% of GM common stock may vary. If 50% of our outstanding U.S. Treasury Debt at June 1, 2009 is extinguished for 51% of the pro forma GM common stock issued, it would result in a settlement loss of approximately $4.9 billion based on the debt levels assumed for the pro forma adjustments and the carrying value of the warrant.

Likewise, the percentage of GM common shares to be issued to the New VEBA and the percentage of our obligation to the New VEBA to be settled through the VEBA Modifications is subject to change. However, unlike the shares to be issued in the exchange offers and in the U.S. Treasury Debt Conversion, these shares will not be issued until the Implementation Date and are therefore not reflected as being outstanding for purposes of the unaudited pro forma condensed consolidated financial information. For purposes of the

unaudited pro forma condensed consolidated financial information for the exchange offers, it is assumed that 50% of our $20 billion in obligations will be reduced for 38% of GM common stock and the difference between the current carrying value of the obligations subject to the VEBA Modifications ($10 billion) and the estimated fair value of the GM common stock to be provided on the Implementation Date ($9.8 billion) will be reflected as an actuarial gain of $0.2 billion. This is consistent with the accounting treatment followed when the VEBA settlement agreement was initially recognized in our 2008 financial statements and the actuarial gain will be recorded as part of accumulated other comprehensive loss. This actuarial gain would be subject to amortization with other net actuarial gains and losses pursuant to SFAS No. 106 over the remaining life expectancy of plan participants.

The following reflects adjustments for the U.S. Treasury Debt Conversion and the VEBA Modifications:

| (Dollars in millions) | Amounts |
|---|---|
| Decrease in existing U.S. treasury debt | $ (8,060) |
| Decrease in postretirement benefits other than pensions | (242) |
| Decrease in other liabilities and deferred income taxes, non-current for the extinguishment of the warrant | (165) |
| Decrease in accumulated other comprehensive loss | (242) |
| Increase in common stock | 51,936 |
| Decrease in capital surplus | (38,848) |
| Increase in accumulated deficit | 4,863 |

The pro forma adjustments reflected above reflect a loss upon issuance of GM common stock in exchange for (a) full satisfaction and cancellation of 50% of our current outstanding U.S. Treasury Debt and (b) full satisfaction and cancellation of our obligations under the warrant granted to the U.S. Treasury. At the 50% participation level the fair value of the GM common stock issued to the U.S. Treasury exceeds the current carrying value of the converted U.S. Treasury Debt and carrying value of the warrant by $4.9 billion.

The actual reduction amount in our obligations may be different than what we have assumed, and this difference may be material.

The following table sets forth an unaudited pro forma sensitivity analysis of the pro forma adjustments for the U.S. Treasury Debt Conversion and the VEBA Modifications to estimate the effect of cancellation of more than 50% of our outstanding U.S. Treasury Debt reflected in these pro forma financial statements and the reduction in our OPEB obligation at June 1, 2009 to reflect the extinguishment on the Implementation Date of more than 50% our $20 billion present value in unfunded obligations under the VEBA settlement agreement in exchange for approximately 89.9% of the pro forma GM common stock based on the Assumed Participation Level utilized for purposes of the unaudited pro forma financial statements.

| | | Pro Forma Decreases In Balance of | | | | |
|---|---|---|---|---|---|---|
| % of U.S. Treasury Debt and VEBA obligations exchanged | Assumed share price | Short-term borrowings and current portion of long-term debt | VEBA obligations due to the actuarial gain | Stockholders' deficit | Interest expense | Automotive cost of sales |
| (Dollars in millions) | | | | | | |
| 100% | $ 0.72 | $ 16,121 | $ 3,177 | $ 19,298 | $ 1,182 | $ 600 |
| 90% | 0.66 | 14,509 | 2,590 | 17,099 | 1,064 | 540 |
| 80% | 0.60 | 12,897 | 2,003 | 14,900 | 945 | 480 |
| 70% | 0.54 | 11,285 | 1,416 | 12,701 | 827 | 420 |
| 60% | 0.48 | 9,673 | 829 | 10,502 | 709 | 360 |
| 50% | 0.42 | 8,060 | 242 | 8,302 | 591 | 300 |

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION FOR THE EXCHANGE OFFERS—Continued**

The value per share at the different participation levels increases as the economic benefit from the reduction in obligations shifts to the other stakeholders of GM. Further, the number of shares to be received by the U.S Treasury and New VEBA, combined, is the same at each level of participation. The reduction in the VEBA obligations above represents the difference between the current carrying value of the obligations subject to the VEBA Modifications and the estimated fair value of the GM common stock to be issued to the New VEBA on the Implementation Date and will be reflected as an actuarial gain. This is consistent with the accounting treatment followed when the VEBA settlement agreement was initially recognized in our 2008 financial statements and the actuarial gain will be recorded as part of accumulated other comprehensive loss.

A 10% increase or decrease in the estimated per share fair value at the 50% participation level would result in an increase or decrease of approximately $1.3 billion in consideration to the U.S. Treasury in exchange for conversion of 50% of the U.S. Treasury Debt. This change would result in a $1.3 billion increased loss upon conversion at a 10% increase in per share value of the GM common stock and a $1.3 billion decreased loss upon conversion at a 10% decrease in per share value of the GM common stock. At the 50% participation level a fair value of approximately $.26 per share would provide the U.S. Treasury consideration equal to the $8.1 billion U.S. Treasury Debt assumed to be converted for purposes of the unaudited pro forma financial information.

A 10% increase or decrease in the fair value of the GM common stock at the 50% participation level would result in an increase or decrease of approximately $1.0 billion in the consideration provided to the New VEBA in exchange for conversion of $10 billion of OPEB obligations.

(o) To reflect the reduction in pro forma interest expense as a result of the U.S. Treasury Debt Conversion at the assumed minimum 50% pro forma level.

(p) To reflect the reduction in postretirement benefits other than pensions costs as a result of the VEBA Modifications at the assumed minimum 50% pro forma level.

(q) There is no net effect on our unaudited pro forma condensed consolidated statement of operations related to our pro forma purchase as of January 1, 2008 of an additional 10.9% ownership interest in GMAC, increasing our common equity interest in GMAC from 49.0% to 59.9% using the proceeds from and as required by the Second U.S. Treasury Loan Agreement. In 2008, we recorded an impairment charge for our investment in GMAC to reduce the carrying value of our equity investment to its estimated fair value at December 31, 2008. Any additional equity income that would have been reflected in the unaudited pro forma condensed consolidated statement of operations for our increased equity ownership would have been completely offset by an additional impairment charge. We continue to account for GMAC using the equity method of accounting.

(r) As disclosed in our annual report on Form 10-K for the year ended December 31, 2008, which is incorporated by reference into this prospectus, we continue to actively market certain assets for sale including our HUMMER brand and a transmission facility in Strasbourg, France. As part of our current Viability Plan, we accelerated the timing for a resolution to our strategic review of HUMMER to 2009 from 2010. With respect to HUMMER, we are actively marketing the brand and have received final bids from potential purchasers and are in the process of reviewing them. We expect to make a final decision regarding a sale or phase-out in early May. As a result, our current Viability Plan does not contemplate production and sales to dealers of HUMMER products beyond 2009. However, there are no agreements in principle for these transactions and, accordingly, we have not given pro forma effect to such potential dispositions pursuant to the requirements for pro forma presentation under Article 11 of Regulation S-X. In addition, we do not believe the effects of these transactions would be material to our financial position or results of operations.

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION FOR THE EXCHANGE OFFERS—Continued**

(s) As disclosed in our annual report on Form 10-K for the year ended December 31, 2008, which is incorporated by reference into this prospectus, Saab filed for reorganization protection under the laws of Sweden on February 20, 2009. We no longer consolidate Saab as of the three months ended March 31, 2009, and we anticipate recording a $0.7 billion loss on deconsolidation, primarily related to the net investment in, and advances to, Saab. As a result, our current Viability Plan does not contemplate production and sales to dealers of Saab products beyond 2009. We have not given pro forma effect to the loss on deconsolidation as it is a material non-recurring charge that will be included within our statement of operations within 12 months, and therefore has been excluded from the pro forma statement of operations pursuant to the requirements for pro forma presentation under Article 11 of Regulation S-X. In addition, Saab was not material to our consolidated financial position.

(t) As disclosed in our annual report on Form 10-K for the year ended December 31, 2008, which is incorporated by reference into this prospectus, we intend to phase out the retail channels and brands of Saturn Distribution Corporation, an indirect wholly-owned subsidiary, in order to reduce the number of our retail channels and the number of our core brands. As part of our current Viability Plan, we accelerated the timing for a resolution to our strategic review of Saturn to 2009 from 2010 to 2011. We are currently working with the Saturn Franchise Operations Team, to review opportunities regarding a potential sale of Saturn. If a sale of Saturn does not occur, we intend to phase out the Saturn brand by the end of 2009. As a result, our current Viability Plan does not comprehend production and sales to dealers of Saturn products beyond 2009. However, there are no agreements in principle for either of these transactions and, therefore, we have not given pro forma effect to such potential dispositions because they do not meet the requirements for pro forma presentation under Article 11 of Regulation S-X. In addition, we do not believe the effects of these transactions would be material to our financial position or results of operations.

(u) We have not reflected the pro forma effects of the Receivables Program, an automotive supplier support program sponsored by the U.S. Treasury. As of April 27, 2009, this program has not been implemented and no funding from the U.S. Treasury has been received. The Receivables Program allows suppliers to sell their eligible accounts receivable payable by us to GM Supplier Receivables LLC (“GM Receivables”), a bankruptcy-remote special purpose vehicle established by us. GM Receivables will be included in our consolidated accounts and we expect the U.S. Treasury will provide a $3.5 billion loan facility to GM Receivables and we will make equity contributions to GM Receivables of up to $175 million. Eligible suppliers can elect to either a) receive immediate payment from GM Receivables on their receivables payable by us at a 3% discount or b) have their receivables payable by us guaranteed by the U.S. Treasury for a 2% fee. GM Receivables will be responsible for paying interest on any loans provided by the U.S. Treasury at an annual rate of LIBOR plus 3.5% with a minimum of 5.5%, as well as administrative fees of 25 basis points per annum on the average daily receivables balance. GM Receivables will also be responsible for paying a termination fee of up to $140 million to the U.S. Treasury upon expiration or termination of the Receivables Program. Any residual capital in the program would be shared equally between us and the U.S. Treasury. The principal effect of this program on our financial position will be that amounts borrowed from the U.S. Treasury and used to pay suppliers will result in short-term debt and a corresponding decrease in accounts payable and accrued expenses. Any GM Receivables income would result in a decrease to our costs.

(v) On March 30, 2009, the U.S. Government announced that it will create a warranty program pursuant to which a separate account will be created and funded with cash contributed by us and a loan from the U.S. Treasury to pay for repairs covered by our warranty on each new vehicle sold by us during our restructuring period. We expect that the cash contribution and the loan from the U.S. Treasury will total 125% of the costs projected by us that are required to satisfy anticipated claims under the warranty issued on those

vehicles. We have agreed to participate in the program and to contribute a portion of the cash required to cover the projected costs of anticipated warranty claims for each vehicle covered by the program. We are still discussing with the U.S. Treasury the ultimate scope, structure, and terms of U.S. Government warranty program and, therefore, have not included any pro forma adjustments related to the potential impact of this program because it does not meet the requirements for pro forma presentation pursuant to Article 11 of Regulation S-X. It is expected that this program could require us to borrow additional amounts from the U.S. Treasury.

(w) Our current Viability Plan does not contemplate further investment for Pontiac, and therefore the brand will be phased out by the end of 2010. This action is part of our broader reorganization under our current Viability Plan and, as noted above, we have not given pro forma effect to such phase out because it does not meet the requirements for pro forma presentation under Article 11 of Regulation S-X.

## THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS

### Terms of the Exchange Offers

Upon the terms and subject to the conditions set forth in this prospectus and the related letter of transmittal (or form of electronic instruction notice, in the case of old notes held through Euroclear or Clearstream), as each may be amended from time to time, GM is offering to exchange 225 shares of GM common stock for each 1,000 U.S. dollar equivalent of principal amount (or accreted value as of the settlement date, if applicable) of old notes. In respect of the exchange offers for the old GM Nova Scotia notes, GM Nova Scotia is jointly making the exchange offers with GM.

Assuming full participation in the exchange offers, holders of old notes tendered in the exchange offers will receive, in the aggregate, approximately 6.1 billion shares of GM common stock, which would represent approximately 10% of the pro forma outstanding GM common stock.

In addition, (a) GM will pay, in cash, accrued interest on the old GM notes, other than the discount notes and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes, in each case, from and including the most recent interest payment date to, but not including, the settlement date.

There is no requirement for an individual holder to tender a minimum principal amount of old notes in the exchange offers. However, where, in connection with the exchange offers or as a result of the reverse stock split, a tendering holder of old notes would otherwise be entitled to receive a fractional share of GM common stock, the number of shares of GM common stock to be received by such holder will be rounded down to the nearest whole number and no cash or other consideration will be delivered to such holder in lieu of such rounded down amount.

Concurrently with the exchange offers, we are soliciting consents from the holders of old notes to amend certain provisions set forth in the debt instruments governing the old notes. For a description of the proposed amendments to the debt instruments, see "*Proposed Amendments.*" Each holder who tenders old notes in the exchange offers will be deemed to have consented to the proposed amendments in respect of the debt instruments governing their old notes, except that holders who tender non-USD old notes prior to the date on which the registration statement of which this prospectus forms a part is declared effective will not be deemed to have consented to the proposed amendments. Except for holders who tender non-USD old notes prior to the date on which the registration statement of which this prospectus forms a part is declared effective, holders may not tender their old notes pursuant to the exchange offers without delivering consents to the proposed amendments, and holders may not deliver consents to the proposed amendments pursuant to the consent solicitations without tendering their old notes.

Our obligation to pay the exchange consideration for old notes tendered pursuant to the exchange offers is subject to several conditions referred to below under "*—Conditions to the Exchange Offers*."

In the event we have not received prior to June 1, 2009 sufficient tenders of old notes, including the old Series D notes, to consummate the exchange offers, we currently expect to seek relief under the U.S. Bankruptcy Code. This relief may include (i) seeking bankruptcy court approval for the sale of most or substantially all of our assets pursuant to section 363(b) of the U.S. Bankruptcy Code to a new operating company, and a subsequent liquidation of the remaining assets in the bankruptcy case; (ii) pursuing a plan of reorganization (where votes for the plan are solicited from certain classes of creditors prior to a bankruptcy filing) that we would seek to confirm (or "cram down") despite the deemed rejection of the plan by the class of holders of old notes; or (iii) seeking another form of bankruptcy relief, all of which involve uncertainties, potential delays and litigation risks. If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes. See "*Bankruptcy Relief*."

For a more complete description of the risks relating to our failure to consummate the exchange offers, see "*—Risks Related to Failure to Consummate the Exchange Offers—If the exchange offers are not consummated, we currently expect to seek relief under the U.S. Bankruptcy Code. If we seek bankruptcy relief, holders of old notes may receive consideration that is less than what is being offered in the exchange offers, and it is possible that such holders may receive no consideration at all for their old notes.*"

None of GM, its subsidiaries (including GM Nova Scotia), their respective boards of directors, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent or the Exchange Agent (or any such party's respective agents, advisors or counsel) has made, or will make, a recommendation to any holder as to whether such holder should exchange its old notes pursuant to the exchange offers or grant its consent to the proposed amendments. You must make your own investment decision whether to exchange any old notes pursuant to the exchange offers and make your own decision whether to grant your consent to the proposed amendments in the consent solicitations.

For purposes of determining the exchange consideration to be received in exchange for non-USD old notes (including in respect of non-USD old notes redeemed pursuant to the call option), an equivalent U.S. dollar principal amount of each tender of such non-USD old notes will be determined by converting the principal amount of such tender to U.S. dollars using the applicable currency exchange rate displayed on the Reuters Screen (a) under the symbol "EURUSDFIXM=WM," in the case of non-USD old notes denominated in Euro or (b) under the symbol "GBPUSDFIXM=WM," in the case of non-USD old notes denominated in pounds sterling, in each case as of the time with reference to which WM Company calculates the fixing price of the applicable currency exchange rate reflected on the applicable Reuters Screen (currently at or around 4:00 p.m. London time), on the business day prior to the expiration date of the exchange offers. This equivalent U.S. dollar principal amount will be used in all cases when determining the exchange consideration to be received pursuant to the exchange offers (and the consideration to be delivered pursuant to the call option).

The aggregate number of shares of GM common stock to be issued in connection with the exchange offers will depend in part on the exchange rates of Euro and pounds sterling to U.S. dollars in effect on the business day prior to the expiration date of the exchange offers. Unless otherwise indicated, all aggregate share numbers contained in this prospectus related to the exchange offers are based on such exchange rates in effect on April 22, 2009.

**The securities being offered in exchange for the old notes are being offered and will be issued outside the United States only to holders who are "non-U.S. qualified offerees" (as defined in the "*Non-U.S. Offer Restrictions*" section of this prospectus). Offers to holders in the United Kingdom, Austria, Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Spain and Switzerland will be made only pursuant to the EU Approved Prospectus, which will incorporate this prospectus and will indicate on the front cover thereof that it can be used for such offers. Holders outside of these jurisdictions (and the United States) are authorized to participate in the exchange offers and consent solicitations, as described in the "*Non-U.S. Offer Restrictions*" section of this prospectus. If you are outside of the above jurisdictions (and the United States and Canada), you are only authorized to receive or review the EU Approved Prospectus. If you are in Canada you are only authorized to receive or review the Canadian Offering Memorandum, which will incorporate this prospectus.**

**Forbearance, Waiver and Extension by Holders of Old Series D Notes**

By tendering, and not validly withdrawing, their old Series D notes, holders of old Series D notes will irrevocably agree pursuant to the Forbearance, Waiver and Extension, in the event the exchange offers are extended beyond June 1, 2009, to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and waive any and all of the rights and remedies available to such holders under such old Series D notes or the indenture governing such old Series D notes, in each case until the Forbearance, Waiver and Extension Termination Date, which is the date of the earlier of (a) the termination of the exchange offers (including in the event GM files a petition for relief under the U.S. Bankruptcy Code) and

(b) the consummation of the exchange offers. At the Forbearance, Waiver and Extension Termination Date, the Forbearance, Waiver and Extension will expire and any and all principal and interest amounts otherwise due under any old Series D notes that remain outstanding (*i.e.*, any old Series D notes not accepted for exchange in the exchange offers) will become immediately due and payable. The Forbearance, Waiver and Extension will attach to any old Series D notes that have been tendered in the exchange offers and not validly withdrawn on or prior to the Attachment Date, which is May 26, 2009 (the date set initially as the withdrawal deadline), or such later date as the registration statement of which this prospectus forms a part is declared effective or as GM in its absolute discretion may determine. The Attachment Date will also be the expiration and settlement dates for the exchange offer that we are making in which we are offering to exchange amended Series D notes (old Series D notes to which the Forbearance, Waiver and Extension have attached and which will not mature until the Forbearance, Waiver and Extension Termination Date) for old Series D notes. By having tendered, and not having validly withdrawn, their old Series D notes as of the Attachment Date, such holders shall consent to the attachment of the Forbearance, Waiver and Extension to their old Series D notes, and GM may in its absolute discretion enter into a supplemental indenture as of the Attachment Date or take such other action as it determines is appropriate (including by assigning a temporary or different CUSIP number to such old Series D notes) to evidence the attachment of the Forbearance, Waiver and Extension; such holders shall also be deemed to have tendered any amended Series D notes issued, or deemed issued by GM in order to implement the Forbearance, Waiver and Extension. If a holder of old Series D notes validly withdraws tendered old Series D notes prior to the Attachment Date, then such old Series D notes will not be subject to the Forbearance, Waiver and Extension. However, if a holder of old Series D notes validly withdraws its old Series D notes at any time following the Attachment Date (in the event withdrawal rights have been extended past or reinstated after the Attachment Date), then such old Series D notes, notwithstanding such withdrawal or any subsequent transfer, will continue to be subject to the Forbearance, Waiver and Extension until the Forbearance, Waiver and Extension Termination Date.

Our solicitation of the agreement of the holders of old Series D notes to the terms of the Forbearance, Waiver and Extension is an exchange offer in which we are offering to exchange amended Series D notes (old Series D notes to which the Forbearance, Waiver and Extension have attached) for old Series D notes. This exchange offer is subject to applicable SEC rules and regulations, including Rule 13e-4 under the Exchange Act. This exchange offer will expire, withdrawal rights with respect to this offer shall terminate, and the settlement date for this offer will occur on, the Attachment Date.

**Accrued and Unpaid Interest**

GM will pay, in cash, accrued interest on the old GM notes, other than the discount notes and GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes, in each case, from and including the most recent interest payment date to, but not including, the settlement date.

**Expiration Date; Withdrawal Deadline; Extensions; Amendments; Termination**

For purposes of the exchange offers and consent solicitations, the term "expiration date" means 11:59 p.m., New York City time, on May 26, 2009, subject to our right to extend that time and date with respect to the exchange offers and consent solicitations in our absolute discretion, in which case the expiration date means the latest time and date to which the exchange offers and consent solicitations are so extended.

For purposes of the exchange offers and consent solicitations, the term "withdrawal deadline" means 11:59 p.m., New York City time, on May 26, 2009, subject to our right to extend or reinstate the withdrawal time and date in our absolute discretion, in which case the withdrawal deadline means the latest time and date to which it is so extended. In no event will the withdrawal deadline occur prior to the date on which the registration statement of which this prospectus forms a part is declared effective. Except in certain circumstances in which withdrawal rights may be amended or reinstated, as described in "*The Exchange Offers and Consent Solicitations—Withdrawal of Tenders,"* old notes that are validly tendered prior to the withdrawal deadline and

that are not validly withdrawn prior to the withdrawal deadline may not be withdrawn on or after the withdrawal deadline, and old notes that are validly tendered on or after the withdrawal deadline may not be withdrawn.

Any waiver, amendment or modification of the exchange offers will apply to all old notes tendered pursuant to the exchange offers; *provided* that, we may, in our absolute discretion, amend or modify the terms of the exchange offers (including by changing the exchange consideration offered) applicable to one or more series of old notes without amending or modifying the terms of the exchange offers applicable to any other series of old notes. We will give oral (to be confirmed in writing) or written notice of material changes, including the extension of the expiration date or withdrawal date, to the Exchange Agent and will disseminate additional offer documents and extend the exchange offers and consent solicitations and withdrawal rights as we determine necessary and to the extent required by law. If any changes are made to the exchange consideration or fees paid to the Dealer Managers or any other entity soliciting on our behalf in the exchange offers, the expiration date for the exchange offers will be extended so that the exchange offers remain open for at least ten business days from the date of such change. For other material changes to the terms and conditions of the exchange offers and consent solicitations, the expiration date for the exchange offers will be extended so that the exchange offers remain open for at least five business days from the date of such change. Any such extension, amendment, waiver or change will not result in the reinstatement of any withdrawal rights if those rights had previously expired, except as specifically provided above.

We expressly reserve the right to amend or terminate the exchange offer and to reject for exchange any old notes not previously accepted for exchange in the event any of the conditions of the exchange offers are not satisfied. In the event that the exchange offers are terminated, withdrawn or otherwise not consummated on or prior to the expiration date, no consideration will be paid or become payable to holders who have properly tendered their old notes pursuant to the exchange offers. In any such event, the old notes previously tendered pursuant to the exchange offers will be promptly returned to the tendering holders.

There can be no assurance that we will exercise our right to extend, terminate or amend the exchange offers or the consent solicitations. During any extension and irrespective of any amendment to the exchange offers or the consent solicitations, all old notes previously validly tendered and not withdrawn and not accepted for exchange or withdrawn thereunder will remain subject to the exchange offers and consent solicitations and may be accepted thereafter by us, subject to compliance with applicable law. We may waive conditions without extending the exchange offers, in accordance with applicable law. In addition, we may amend, extend, modify, terminate or take any other actions with respect to the exchange offers and consent solicitations for series of old notes or the terms and conditions thereof without taking corresponding action with respect to exchange offers and consent solicitations for any other series of old notes.

**Announcements**

Any extension, termination or amendment, in whole or in part, of the exchange offers or the consent solicitations will be followed as promptly as practicable by announcement thereof, such announcement in the case of an extension of the exchange offers to be issued no later than 9:00 a.m., New York City time, on the next business day following the previously scheduled expiration date. In the event of such announcement, we will make an equivalent announcement in the United Kingdom and such other jurisdictions as may be required.

If we amend the exchange offers in a manner that we determine constitutes a material change, we will promptly disclose such amendment in a manner reasonably calculated to inform the holders of old notes of such amendment.

Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law or the terms of old notes, have any obligation to publish, advertise or otherwise communicate any such announcement other than by making a release to an appropriate news agency or another means of announcement that we deem appropriate.

**Acceptance of Old Notes for Exchange and Delivery**

On the settlement date, if the exchange offers are consummated, the exchange consideration will be issued in exchange for old notes validly tendered and not validly withdrawn on or prior to the expiration date and the Exchange Agent (or the Settlement and Escrow Agent, as the case may be) will pay an amount equal to the applicable accrued and unpaid interest in respect of the old notes (other than the discount notes) accepted for exchange. We do not expect to consummate the exchange offers prior to June 30, 2009 because the satisfaction of certain conditions to the exchange offers is expected to require a significant period of time.

If the conditions to the exchange offers are satisfied, or if we validly waive all of the conditions that have not been satisfied, and after we receive validly completed and duly executed letters of transmittal or agent's messages in lieu thereof or electronic instruction notices with respect to any and all of the old notes validly tendered and not withdrawn for exchange, we will accept for exchange at the expiration date such old notes by notifying the Exchange Agent of our acceptance. The notice may be oral if we promptly confirm it in writing.

We expressly reserve the right, in our absolute discretion, to delay acceptance for exchange of old notes validly tendered and not withdrawn under the exchange offers (subject to Rule 14e-1(c) under the Exchange Act, which requires that we issue the exchange consideration or return the old notes deposited with the Exchange Agent promptly after termination or withdrawal of the exchange offers), or to terminate the exchange offers and not accept for exchange any old notes not previously accepted, (1) if any of the conditions to the exchange offers shall not have been satisfied or validly waived by us or (2) in order to comply in whole or in part with any applicable law.

In all cases, the exchange consideration for old notes validly tendered and not withdrawn pursuant to the exchange offers will be made only after timely receipt by the Exchange Agent of (1) certificates representing the old notes, or timely confirmation of a book-entry transfer (a "book-entry confirmation") of the old notes into the Exchange Agent's account at the applicable Clearing System, (2) in respect of the USD old notes, the properly completed and duly executed related letter of transmittal (or a facsimile thereof) or an agent's message in lieu thereof (3) in respect of the non-USD old notes, the properly completed electronic instruction notice, and (4) any other documents required by the related letter of transmittal.

For purposes of the exchange offers, we will be deemed to have accepted for exchange validly tendered (and not validly withdrawn) old notes as provided herein when, and if, we give oral (if promptly confirmed in writing) or written notice to the Exchange Agent of our acceptance of the old notes for exchange pursuant to the exchange offers. In all cases, the exchange of old notes pursuant to the exchange offers will be made by deposit of the exchange consideration with the Exchange Agent (or the Settlement and Escrow Agent, as the case may be), which will act as your agent for the purposes of receiving the exchange consideration from us, and delivering the exchange consideration to you. On and after the settlement date, the tendering holders whose old notes have been exchanged by us will cease to be entitled to receive interest on such old notes. Such tendering holders will receive the applicable exchange consideration for the old notes accepted for exchange.

On the settlement date, the Exchange Agent (or the Settlement and Escrow Agent, as the case may be) will pay any applicable accrued and unpaid interest in respect of the old notes (other than the discount notes) accepted for exchange (a) by wire transfer to the applicable Clearing System, in the case of old notes accepted for exchange that were validly tendered and not withdrawn or (b) in all other cases, by check payable to the tendering holders whose old notes have been accepted for exchange (unless a different payee is indicated under the special payment instructions in the letter of transmittal).

If, for any reason whatsoever, acceptance for exchange of any old notes validly tendered and not withdrawn pursuant to the exchange offers is delayed (whether before or after our acceptance for exchange of the old notes) or we extend the exchange offers or are unable to accept for exchange the old notes validly tendered and not withdrawn pursuant to the exchange offers, then, without prejudice to our rights set forth herein, we may instruct

the Exchange Agent (or the Settlement and Escrow Agent, as the case may be) to retain validly tendered old notes and those old notes may not be withdrawn, subject to the limited circumstances described in "—*Withdrawal of Tenders*" below.

We will pay or cause to be paid all transfer taxes with respect to the acceptance of any USD old notes unless the box titled "Special Payment or Issuance Instructions" or the box titled "Special Delivery Instructions" on the related letter of transmittal has been completed, as described in the instructions thereto.

Under no circumstances will any interest be payable because of any delay in the transmission of funds to you with respect to accepted old notes or otherwise.

We will pay all fees and expenses of the Dealer Managers, the Exchange Agent, the Solicitation and Information Agent, the Settlement and Escrow Agent and Luxembourg Exchange Agent in connection with the exchange offers and consent solicitations. See "*Dealer Managers, Exchange Agent, Solicitation and Information Agent, the Settlement and Escrow Agent and Luxembourg Exchange Agent*." Tendering holders will not be obligated to pay brokerage fees or commissions to the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent, the Exchange Agent or us. If a broker, bank or other nominee or custodian tenders old notes on behalf of a tendering holder, such broker, bank or other nominee or custodian may charge a fee for doing so. Tendering holders who own old notes through a broker, bank or other nominee or custodian should consult their broker, bank or other nominee or custodian to determine whether any charges will apply.

**Market and Trading Information**

Certain of the old notes are admitted to listing on the Bourse du Luxembourg of the Luxembourg Stock Exchange or the New York Stock Exchange and are quoted for trading on the open markets in Germany (*Freiverkehr*) in Berlin (XBER), Düsseldorf (XDUS), Frankfurt (XFRA), Hamburg (XHAM), Hannover (XHAN), Munich (XMUN) and the SWX-Swiss Exchange.

**Procedures for Tendering Old Notes**

Holders of old notes that reside outside of the United States are advised to contact the Solicitation and Information Agent for a copy of the EU Approved Prospectus or the Canadian Offering Memorandum, as applicable, which contains separate representations and certifications that are agreed to upon the tendering of old notes by any such holder outside the United States.

***General***

In order to participate in the exchange offers and consent solicitations, you must validly tender your old notes to the Exchange Agent as described below. It is your responsibility to validly tender your old notes. We have the right to waive any defects. However, we are not required to waive defects and are not required to notify you of defects in your tender.

**Tenders of USD old notes will be accepted only at DTC. Tenders of non-USD old notes will be accepted only at Euroclear or Clearstream, as the case may be.**

Beneficial owners of old notes who are not direct participants in the Clearing Systems must contact their broker, bank or other nominee or custodian to arrange for their direct participant in the relevant Clearing System to submit an instruction to such Clearing System on their behalf in accordance with its requirements. You may have been provided with a letter of instructions along with this prospectus that may be used by a beneficial owner to instruct a broker, bank or other nominee or custodian to effect the tender of old notes for exchange and consent to the proposed amendments on the beneficial owner's behalf. The beneficial owners of old notes that are held in

the name of a broker, bank or other nominee or custodian should contact such entity sufficiently in advance of the expiration date if they wish to tender their old notes and ensure that the old notes in the relevant Clearing System are blocked in accordance with the requirements and deadlines of such Clearing System. Such beneficial owners should not submit such instructions directly to the Clearing Systems, GM, the Exchange Agent, the Solicitation and Information Agent, the Settlement and Escrow Agent or the Luxembourg Exchange Agent.

If you have any questions or need help in tendering your old notes, please contact the Solicitation and Information Agent or the Exchange Agent, whose addresses and telephone numbers are listed on the back cover page of this prospectus.

To validly tender old notes pursuant to the exchange offers, holders must timely tender their old notes in accordance with the procedures set forth in this prospectus and, in relation to the USD old notes, the related letter of transmittal. We have not provided guaranteed delivery procedures in conjunction with the exchange offers or under any of this prospectus or other offer materials provided therewith.

***Tender of USD Old Notes through DTC***

USD old notes must be tendered through DTC. DTC participants must electronically transmit their acceptance of an offer through DTC's ATOP, for which the exchange offers and consent solicitations will be eligible. In accordance with ATOP procedures, DTC will then verify the acceptance of an offer and send an agent's message to the Exchange Agent for its acceptance. An "agent's message" is a message transmitted by DTC, received by the Exchange Agent and forming part of the book-entry confirmation, which states that DTC has received an express acknowledgement from you that you have received this prospectus and the related letter of transmittal and agree to be bound by the terms of the letter of transmittal, and that we may enforce such agreement against you.

By participating in the exchange offers in this manner, you will be deemed to have acknowledged and agreed that you are bound by the terms of the letter of transmittal, are qualified to accept the exchange offers and consent to the proposed amendments and that we may enforce the terms and conditions contained in the letter of transmittal against you.

Holders whose USD old notes are held through Euroclear or Clearstream must transmit their acceptance in accordance with the requirements of Euroclear or Clearstream in sufficient time for such tenders to be timely made prior to the expiration date. Holders should note that such Clearing Systems may require that action be taken a day or more prior to the expiration date in order to cause such old notes to be tendered through DTC.

***Tender of Non-USD Old Notes through Euroclear or Clearstream***

Non-USD old notes must be tendered through Euroclear or Clearstream. The tender of non-USD old notes through Euroclear or Clearstream will be deemed to have occurred upon receipt by the relevant Clearing System of a valid electronic block voting instruction to the relevant Clearing System containing voting instructions in relation to the relevant extraordinary resolution and other instructions, certifications and statements set out herein (an "electronic instruction notice"), in accordance with the requirements of such Clearing System. The receipt of such electronic instruction notice by Euroclear or Clearstream will be acknowledged in accordance with the standard practices of such Clearing System and will result in the blocking of such non-USD old notes in that Clearing System. By blocking such non-USD old notes in the relevant Clearing System, the holder thereof will, among other things, be deemed to consent to have such Clearing System provide details concerning such holder's identity to the Exchange Agent.

By participating in the exchange offers in this manner, you will be deemed to have acknowledged and agreed that you are bound by the terms of the electronic instruction notice, are qualified to accept the exchange offers and consent solicitations and that we may enforce the terms and conditions contained in the electronic instruction notice against you.

Holders must take the appropriate steps to block non-USD old notes to be tendered in Euroclear or Clearstream so that no transfers may be effected in relation to such non-USD old notes at any time after the date of tender in accordance with the requirements of the relevant Clearing System and the deadlines required by that Clearing System.

***Effect of Letter of Transmittal with Respect to USD Old Notes***

Subject to and effective upon the acceptance for exchange of old notes tendered thereby, by executing and delivering the related letter of transmittal, or being deemed to have done so as part of your electronic submission of your tender through one of the Clearing Systems, you (1) irrevocably sell, assign and transfer to or upon our order all right, title and interest in and to all the old notes tendered thereby, (2) consent to the proposed amendments, (3) with respect to holders of old Series D Notes, that you irrevocably agree pursuant to the Forbearance, Waiver and Extension, in the event the exchange offers are extended beyond June 1, 2009, to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and waive any and all of the rights and remedies available to you, including the right to payment upon maturity, under such old Series D notes or the indenture governing such old Series D notes, in each case until the Forbearance, Waiver and Extension Termination Date, as described herein, and (4) irrevocably appoint the Exchange Agent as your true and lawful agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as our agent with respect to the tendered old notes), with full power coupled with an interest, to:

- deliver certificates representing the old notes, or transfer ownership of the old notes on the account books maintained by the applicable Clearing System, together with all accompanying evidences of transfer and authenticity, to or upon our order;
- present the old notes for transfer on the relevant security register; and
- receive all benefits or otherwise exercise all rights of beneficial ownership of the old notes, all in accordance with the terms of the exchange offers.

Holders of old notes that reside outside of the United States are advised to contact the Solicitation and Information Agent for a copy of the EU Approved Prospectus or the Canadian Offering Memorandum, as applicable, which contains separate representations and certifications that are agreed to upon the tendering of old notes by any such holder outside the United States.

***Effect of Electronic Instruction Notice with Respect to Non-USD Old Notes***

Each holder of non-USD old notes, by delivering an electronic instruction notice, will be affirmatively representing and agreeing to the representations, warranties and acknowledgements that are set forth in "*Proposed Amendments—Non-USD Old Notes—Procedures for Delivering an Electronic Instruction Notice*."

***Determination of Validity***

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for exchange or revocation of any tendered old notes pursuant to any of the procedures described above, and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by us in our absolute discretion, which determination we intend to assert will be final and binding. We reserve the absolute right to reject any or all tenders of any old notes determined by us not to be in proper form, or if the acceptance of, or exchange of, such old notes may, in the opinion of our counsel, be unlawful. We also reserve the right to waive any conditions to any offer that we are legally permitted to waive.

Your tender will not be deemed to have been validly made until all defects or irregularities in your tender have been cured or waived. None of us, the Exchange Agent, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent, any Dealer Manager or any other person or

entity is under any duty to give notification of any defects or irregularities in any tender or withdrawal of any old notes or will incur any liability for failure to give any such notification.

**Withdrawal of Tenders**

Subject to the exceptions described below, old notes tendered and not validly withdrawn prior to the withdrawal deadline may not be withdrawn at any time thereafter, and old notes tendered after the withdrawal deadline may not be withdrawn at any time unless, in each case, the applicable offer is terminated without any old notes being accepted for exchange or as required by applicable law. See "*—Expiration Date; Withdrawal Deadline; Extensions; Amendments; Termination*" for applicable withdrawal deadlines. If such a termination occurs, the old notes will be returned to the tendering holder promptly. Notwithstanding the foregoing, in connection with the exchange offers for the convertible old notes:

- if there is a change in the exchange consideration being offered in the exchange offers for the convertible old notes, except for an increase in such consideration consisting of the offering of additional GM common stock, or
- or if there is a material adverse change in our circumstances such that there is a substantial likelihood that a reasonable holder that had previously tendered convertible old notes in the exchange offers would view disclosure of such change as significantly altering the 'total mix' of information made available,

then withdrawal rights will be extended (or reinstated if the withdrawal deadline has passed) to the extent necessary to provide withdrawal rights for a period of at least (10) ten business days after the announcement of such change in the case of the first bullet above, (consistent with the Rule 13e-4(e)(3)(ii) period under the Exchange Act) or five or ten business days after the announcement of such change in the case of the second bullet above (consistent with the Rule 13e-4(e)(3) periods) (depending on the nature of the information), in each case, for those holders of convertible old notes that have previously tendered into the exchange offers. Moreover, we will amend the exchange offer documentation (including this prospectus and the related letter of transmittal) accordingly and issue a press release providing widespread public notice of the extension, and will post this release on our website.

A holder who validly withdraws previously tendered old notes prior to the withdrawal deadline and does not validly re-tender old notes prior to the expiration date will not receive the exchange consideration. A holder who validly withdraws previously tendered old notes prior to the applicable withdrawal deadline and validly re-tenders old notes prior to the expiration date will receive the exchange consideration.

Subject to applicable law, if, for any reason whatsoever, acceptance for exchange of, or exchange of, any old notes tendered pursuant to the exchange offers is delayed (whether before or after our acceptance for exchange of old notes) or we extend the exchange offers or are unable to accept for exchange, or exchange, the old notes tendered pursuant to the exchange offers, we may instruct the Exchange Agent (or the Settlement and Escrow Agent, as the case may be) to retain tendered old notes, and those old notes may not be withdrawn, except to the extent that you are entitled to the withdrawal rights set forth herein.

If you have tendered old notes, you may withdraw those old notes prior to the withdrawal deadline by delivering a written withdrawal instruction to the applicable Clearing System in accordance with the relevant procedures described herein. If you hold your old notes beneficially through a broker, bank or other nominee or custodian, you must instruct your broker, bank, or other nominee or custodian to withdraw your old notes prior to the withdrawal deadline and such broker, bank or other nominee or custodian must do so prior to the withdrawal deadline. To be effective, a written or facsimile transmission notice of withdrawal of a tender or a properly transmitted request via the applicable Clearing Systems must:

- be received by the Exchange Agent at one of the addresses specified on the back cover of this prospectus prior to the applicable withdrawal deadline;

- specify the name of the holder of the old notes to be withdrawn;

- contain the number of the account at the applicable Clearing System from which the old notes were tendered and the aggregate principal amount represented by such old notes; and

- be signed by the holder of the old notes in the same manner as the original signature on the letter of transmittal or be accompanied by documents of transfer sufficient to have the applicable trustee (or person performing a similar function) register the transfer of the old notes into the name of the person withdrawing the old notes.

If the old notes to be withdrawn have been delivered or otherwise identified to the Exchange Agent, a signed notice of withdrawal is effective immediately upon receipt by the Exchange Agent of written or facsimile transmission of the notice of withdrawal (or receipt of a request via one of the Clearing Systems) even if physical release is not yet effected. A withdrawal of old notes can only be accomplished in accordance with the foregoing procedures.

We will have the right, which may be waived, to reject the defective tender of old notes as invalid and ineffective. If we waive our rights to reject a defective tender of old notes, subject to the other terms and conditions set forth in this prospectus and the related letter of transmittal for the USD old notes, you will be entitled to the exchange consideration.

If you withdraw all or a portion of your previously tendered old notes, you will have the right to re-tender all or a portion of them prior to the expiration date in accordance with the procedures described above for tendering outstanding old notes. If we amend or modify the terms of the exchange offers or the information concerning the exchange offers in a manner determined by us to constitute a material change to the holders, we will disseminate additional offer materials and extend the period of the exchange offers, including any withdrawal rights, to the extent required by law and as we determine necessary. An extension of the expiration date will not affect a holder's withdrawal rights, unless otherwise provided or as required by applicable law.

With respect to the old Series D notes, the Forbearance, Waiver and Extension will attach to any old Series D notes that have been tendered in the exchange offers and not validly withdrawn on or before the Attachment Date, which is May 26, 2009 (the date set initially as the withdrawal deadline), or such later date as the registration statement of which this prospectus forms a part is declared effective. By having tendered, and not validly withdrawn, their old Series D notes as of the Attachment Date, such holders shall consent to the attachment of the Forbearance, Waiver and Extension to their old Series D notes, and GM may in its absolute discretion take such action as it determines is appropriate (including by assigning a temporary or different CUSIP number to such old Series D notes) to evidence the attachment of the Forbearance, Waiver and Extension; such holders shall also be deemed to have tendered any amended Series D notes issued, or deemed issued by GM in order to implement the Forbearance, Waiver and Extension. If a holder of old Series D notes validly withdraws tendered old Series D notes prior to the Attachment Date, then such old Series D notes will not be subject to the Forbearance, Waiver and Extension. **However, if a holder of old Series D notes validly withdraws its old Series D notes at any time following the Attachment Date (in the event withdrawal rights have been extended past or reinstated after the Attachment Date), then such old Series D notes, notwithstanding such withdrawal or any subsequent transfer, will continue to be subject to the Forbearance, Waiver and Extension until the Forbearance, Waiver and Extension Termination Date.**

The exchange offers are subject to a number of conditions, certain of which will not be satisfied on or before the scheduled expiration date for the exchange offers. In particular, the receipt of judicial approval of the proposed VEBA Modifications and the transactions contemplated thereby is currently expected to take up to three months after a binding agreement in respect thereof has been entered into. To the extent this condition or any other condition is not satisfied, we expect that we would extend the exchange offers until the conditions are satisfied or waived or we choose to terminate the exchange offers. Any extension could be for a significant amount of time. Old notes tendered and not validly withdrawn prior to the withdrawal deadline may not be

withdrawn, unless the applicable exchange offer is terminated without any notes being accepted or as required by law. Initially, the withdrawal deadline and the expiration date of the exchange offers are the same. **However, if we extend the expiration date of an exchange offer, we likely will not extend the withdrawal deadline.**

**Conditions to the Exchange Offers**

Notwithstanding any other provisions of the exchange offers, we will not be required to accept for exchange, or to exchange, old notes validly tendered (and not validly withdrawn) pursuant to the exchange offers, and may terminate, amend or extend any offer or delay or refrain from accepting for exchange, or exchanging, the old notes or transferring any exchange consideration to the applicable trustees (or persons performing a similar function), if any of the following conditions have not been satisfied or waived:

- the consents of holders of the requisite aggregate principal amount outstanding of each voting class of USD old notes necessary to effect the proposed amendments to the debt instruments governing such USD old notes shall have been validly received and not withdrawn and the proposed amendments to such debt instruments shall have become effective;

- the non-USD old notes of each series in respect of which the holders thereof have approved the addition of the call option shall have been called for redemption, and we shall have used our best efforts to make arrangements for the foregoing;

- the results of the exchange offers shall be satisfactory to the U.S. Treasury, including in respect of the overall level of participation by holders of the old notes in the exchange offers and in respect of the level of participation by holders of the old Series D notes in the exchange offers;

- all reviews and approvals required pursuant to the terms of the U.S. Treasury Loan Agreements shall have been completed and received and the Government viability certification to be delivered by the President's Designee pursuant to the First U.S. Treasury Loan Agreement shall have been delivered;

- the U.S. Treasury Debt Conversion shall have been completed, pursuant to which the U.S. Treasury (or its designee) shall have been issued at least 50% of the pro forma GM common stock in exchange for (a) full satisfaction and cancellation of at least 50% of our outstanding U.S. Treasury Debt at June 1, 2009 (such 50% currently estimated to be approximately $10 billion) and (b) full satisfaction and cancellation of our obligations under the warrant issued to the U.S. Treasury, and we shall have used our best efforts to enter into agreements with respect to the foregoing;

- the U.S. Treasury shall have provided commercially reasonable evidence of the U.S. Treasury Financing Commitment and the U.S. Treasury (or its designee) shall have agreed to deliver a binding written consent in respect of a portion of the common stock it is to receive in connection with the U.S. Treasury Debt Conversion authorizing the charter amendments;

- binding agreements in respect of the VEBA Modifications (including judicial and regulatory approval thereof, if any), on such terms as shall be satisfactory to the U.S. Treasury, shall have been executed by all relevant parties, pursuant to which (a) at least 50% (or approximately $10 billion) of the settlement amount will be extinguished in exchange for GM common stock and (b) cash installments will be paid toward the remaining settlement amount over a period of time, which together have a present value equal to the remaining settlement amount, and we shall have used our best efforts to enter into arrangements with respect to the foregoing;

- binding agreements in respect of the Labor Modifications, on such terms as shall be satisfactory to the U.S. Treasury, shall have been executed by all relevant parties, and we shall have used our best efforts to enter into these agreements;

- the aggregate number of shares of GM common stock issued or agreed to be issued pursuant to the U.S. Treasury Debt Conversion and the VEBA Modifications shall not exceed 89% of the pro forma outstanding GM common stock (assuming full participation by holders of old notes in the exchange offers);

- commercially reasonable efforts to have the GM common stock issued pursuant to the exchange offers duly listed on the NYSE, subject to notice of issuance, shall have been used;

- all other required regulatory approvals, except those that do not materially affect the ability to consummate the exchange offers shall have been received;

- there not having been instituted or pending any action, proceeding or investigation (whether formal or informal), and there not having been any material adverse development to any action or proceeding currently instituted or pending, before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the exchange offers or the consent solicitations that (a) is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects, (b) would, or is reasonably likely to, prohibit, prevent, restrict or delay consummation of any exchange offer or consent solicitation or (c) would materially impair the contemplated benefits to us of any exchange offer or consent solicitation;

- no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that either (a) would, or is reasonably likely to, prohibit, prevent, restrict or delay consummation of any exchange offer or consent solicitation or (b) is, or is reasonably likely to be, materially adverse to our business or operations;

- the applicable trustees (or persons performing a similar function) under the debt instruments pursuant to which the old notes were issued shall not have objected in any respect to or taken action that could, or is reasonably likely to, adversely affect the consummation of any exchange offer or consent solicitation (including in respect of the proposed amendments to the debt instruments governing the old notes) and shall not have taken any action that challenges the validity or effectiveness of the procedures used by us or by GM Nova Scotia in the making of any exchange offer, the solicitation of consents, or the acceptance of, or payment for, some or all of the applicable series of old notes pursuant to any exchange offer; and

- no bankruptcy event of default shall have occurred under the indentures governing the notes.

These conditions will not be satisfied on or before the scheduled expiration date for the exchange offers. To the extent any condition is not satisfied, we expect that we would extend the exchange offers until the conditions are satisfied or waived or we choose to terminate the exchange offers. See "*Risk Factors—Risks Related to the Exchange Offers—We will need to extend the exchange offers beyond the initial expiration date and you may not be able to withdraw any notes you tender prior to or during such extension.*"

We currently believe, and our Viability Plan assumes, that at least 90% of the aggregate principal amount (or, in the case of discount notes, accreted value) of the outstanding old notes (including at least 90% of the aggregate principal amount of the outstanding old Series D notes) will need to be tendered in the exchange offers or called for redemption pursuant to the call option (in the case of the non-USD old notes) in order for the exchange offers to satisfy the U.S. Treasury Condition. Whether this level of participation in the exchange offers will be required (or sufficient) to satisfy the U.S. Treasury Condition will ultimately be determined by the U.S. Treasury. The actual level of participation in the exchange offers may be different than what we have assumed, and this difference may be material. Prior regulatory approval of the U.S. Department of Labor will not be required for the VEBA Modifications and consequently will not be a condition to the exchange offers.

All conditions to the exchange offer must be satisfied or waived prior to the expiration of the exchange offer. These conditions are for our sole benefit, and we may assert them or waive them in whole or in part at any time prior to the expiration date in our sole discretion. The failure by us at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed a continuing right which may be asserted at any time and from time to time until expiration of the exchange offers. Under the

exchange offers, if any of these conditions has not been satisfied, subject to the termination rights described above, we may (a) return all your old notes tendered thereunder to you, (b) extend the exchange offers and, subject to applicable law, retain all old notes tendered thereunder until the expiration of the exchange offers or (c) amend the exchange offers in any respect by giving oral (to be confirmed in writing) or written notice to such amendment to the Exchange Agent and making public disclosure of such amendment to the extent required by law.

Our obligation to transfer any exchange consideration is conditioned upon our acceptance of old notes that have been validly tendered (and not withdrawn) pursuant to the exchange offers.

We have not made a decision as to what circumstances would lead us to waive any such condition, and any such waiver would depend on circumstances prevailing at the time of such waiver. Although we have no present plans or arrangements to do so, we reserve the right to amend, at any time, the terms of the exchange offers and consent solicitations. In particular, we may, in our absolute discretion, amend or modify the terms of the exchange offers (including by changing the exchange consideration offered) applicable to one or more series of old notes without amending or modifying the terms of the exchange offers applicable to any other series of old notes. Upon such waiver or amendment, we will give holders notice of such amendments as may be required by applicable law.

## PROPOSED AMENDMENTS

### General

Concurrently with the exchange offers, we are seeking approval to amend the debt instruments governing the old notes. A tender of old notes in the applicable exchange offer will be deemed to constitute the approval of the tendering holder to all of the proposed applicable amendments to the debt instruments governing the applicable series of old notes tendered. If the proposed amendments to any debt instrument become effective, they will be binding on all non-tendering holders of old notes governed by such debt instrument.

Except in respect of the call option to be added pursuant to the proposed amendments to the debt instruments governing the non-USD old notes, none of the proposed amendments will affect our obligation to pay interest, premium, if any, or principal on the old notes, when due, to the holders of old notes that have not delivered consents.

The debt instruments and the old notes issued thereunder require holders of certain principal amounts of old notes issued pursuant to those debt instruments (other than old notes owned by holders that are affiliated with us) to consent to the proposed amendments. However, the amendments to the debt instruments will not become effective unless the exchange offers are consummated. If the exchange offers are terminated, the proposed amendments will not become effective.

Old notes not tendered in connection with the exchange offers will remain outstanding but will not be entitled to the benefits of certain existing covenants and other provisions contained in the debt instruments that holders of debt securities of this type typically enjoy. In addition, the proposed amendments to the debt instruments governing the non-USD old notes would add the call option, which we intend to exercise immediately upon the effectiveness of the proposed amendments, if adopted. See "*Risk Factors—Risks Related to Non-Tendered Old Notes—If the exchange offers are consummated, proposed amendments to the debt instruments governing the old notes will reduce the protections afforded to non-tendering holders of old notes.*"

The following sections set forth the specific amendments that are being sought to the debt instruments governing our old notes.

### USD Old Notes

Concurrently with the exchange offers, we are soliciting the consent of holders of each series of USD old notes to amend the indenture governing such series of USD old notes. All series of USD old notes are governed by one of the following indentures (in each case as amended from time to time prior to the date of this prospectus):

- Indenture dated as of November 15, 1990, between GM and Wilmington Trust Company, as Successor Trustee (the "1990 Indenture"), and
- Indenture dated as of December 7, 1995, between GM and Wilmington Trust Company, as Successor Trustee (the "1995 Indenture").

The series of USD old notes governed by these indentures are set forth in the summary offering table on the inside front cover of this prospectus.

The proposed amendments to the debt instruments will delete in full the following provisions, which are found in both the 1990 Indenture and the 1995 Indenture:

- Limitations on Liens;
- Limitation on Sale and Lease-Back; and
- Consolidation, Merger, Sale or Conveyance.

The proposed amendments to the indentures will eliminate the following events of default:

- failure to perform non-payment related covenants relating to any of the agreements governing the old notes; and
- certain events of bankruptcy, insolvency or reorganization.

Other provisions in the indentures will be amended to eliminate defined terms and other provisions that are no longer used as a result of the proposed amendments. The text of the provisions to be eliminated is provided in Annex A to this prospectus.

**Requisite Consents**

Written consents of the holders of not less than two-thirds in aggregate principal amount (or, in the case of discount notes, accreted value) of all outstanding USD old notes issued pursuant to the 1990 Indenture or the 1995 Indenture, as the case may be, under such indenture and excluding USD old notes held by GM or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with GM), will be required to effect the proposed amendments in respect of such indenture.

**Non-USD Old Notes**

*Holders of non-USD old notes outside of the United States are advised to contact the Solicitation and Information Agent for a copy of the EU Approved Prospectus or the Canadian Offering Memorandum, as applicable, which contains separate representations and certifications that are agreed to upon the tendering of non-USD old notes by any such holder outside the United States.*

Concurrently with the exchange offers, we are soliciting the consent of holders of each series of non-USD old notes to amend such non-USD old notes and the fiscal and paying agency agreement governing such series of non-USD old notes. Each holder who tenders old notes in the exchange offers will be deemed to have consented to the proposed amendments in respect of the debt instruments governing their old notes, except that holders who tender non-USD old notes prior to the date on which the registration statement of which this prospectus forms a part is declared effective will not be deemed to have consented to the proposed amendments. Except for holders who tender non-USD old notes prior to the date on which the registration statement of which this prospectus forms a part is declared effective, holders may not tender their old notes pursuant to the exchange offers without delivering consents to the proposed amendments, and holders may not deliver consents to the proposed amendments pursuant to the consent solicitations without tendering their old notes. All series of non-USD old notes are governed by one of the following fiscal and paying agency agreements:

- Fiscal and Paying Agency Agreement, dated as of July 3, 2003 (the “GM Fiscal and Paying Agency Agreement”), among GM, Deutsche Bank AG London and Banque Générale du Luxembourg S.A., and
- Fiscal and Paying Agency Agreement, dated as of July 10, 2003 (the “GM Nova Scotia Fiscal and Paying Agency Agreement”), among GM Nova Scotia, GM, Deutsche Bank Luxembourg S.A. and Banque Générale du Luxembourg S.A.

The relevant fiscal and paying agency agreements relating to each series of non-USD old notes is set forth in the summary offering table on the inside front cover of this prospectus.

The proposed amendments to the fiscal and paying agency agreements and the non-USD old notes issued thereunder will delete in full the following provisions, which are found in both of the fiscal and paying agency agreements and each series of non-USD old notes issued thereunder:

- Limitations on Liens;
- Limitation on Sale and Lease-Backs; and
- Consolidation, Merger or Sale of Assets.

The proposed amendments to the fiscal and paying agency agreements and the non-USD old notes issued thereunder will eliminate the following events of default:

- our failure to perform non-payment related covenants relating to any of the agreements governing the non-USD old notes; and
- certain events of bankruptcy, insolvency or reorganization.

The text of the provisions to be eliminated is provided in Annex A to this prospectus.

In addition, the proposed amendments will add a call option in each series of non-USD old notes. The call option will provide that outstanding non-USD old notes of each series may be redeemed at any time at the option of GM or GM Nova Scotia, as the case may be, in return for the exchange consideration offered pursuant to the exchange offers (*i.e.*, 225 shares of GM common stock per 1,000 U.S. dollar equivalent of principal amount of non-USD old notes). In addition, (a) GM will pay, in cash, accrued interest on the Euro old notes called for redemption pursuant to the call option and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes called for redemption pursuant to the call option, in each case, from and including the most recent interest payment date to, but not including, the redemption date, which is expected to be the settlement date. We intend to exercise the call option in respect of all non-USD old notes not tendered pursuant to the exchange offers immediately upon the effectiveness of the proposed amendments to the debt instruments governing such non-USD old notes, if adopted. From and after the time that we exercise the call option on any series of non-USD old notes, (a) such notes shall be deemed to be discharged, (b) such notes will not be transferable and (c) holders of such notes will have no further rights in respect of those notes other than receipt of the exchange consideration and payment in cash of accrued but unpaid interest on such notes.

Other provisions in the fiscal and paying agency agreements and the non-USD old notes issued thereunder will be amended to eliminate defined terms and other provisions that are no longer used as a result of the proposed amendments.

The text of the extraordinary resolutions approving the proposed amendments to the fiscal and paying agency agreements is set forth in the form Notice of Meetings provided in Annex B to this prospectus. Holders of each series of non-USD old notes should read carefully the form of extraordinary resolutions relevant to such series to be considered at the relevant meeting, as described below.

***Noteholder Meetings***

The fiscal and paying agency agreements require us to convene a meeting of noteholders for each series of non-USD old notes to which they relate, in order to consider and vote on the proposed amendments listed above. The meetings will be held in accordance with the provisions of Schedule 4 (*Provisions for Meetings of Noteholders*) to the applicable fiscal and paying agency agreement for each such series of non-USD old notes. Holders of non-USD old notes should note that a separate meeting is being held for each series of non-USD old notes. If the proposed amendments are not passed at the first noteholders meeting, an adjourned meeting will be held in order to consider and vote on the proposed amendments. For a description of the requisite votes needed to adopt the proposed amendments, see "*—Voting Requirement.*"

Notices for any first and adjourned meetings will be issued at least 21 days and 10 days in advance of such meetings, respectively. For a description of the notices to be issued, see "*—Notice*."

***Method of Participation***

Pursuant to each fiscal and paying agency agreement, with the exception of directors and officers of GM or GM Nova Scotia, as applicable, and its lawyers and financial advisers, no person shall be entitled to attend or participate in any noteholder meeting of non-USD old notes, unless such person (a) produces the non-USD old notes of which they are a holder, (b) is a validly appointed proxy or (c) is the holder of a validly issued voting certificate.

By tendering your non-USD old notes in the exchange offers you are automatically deemed to appoint the relevant paying agent under the applicable fiscal and paying agency agreement as your proxy at the noteholder meeting (including any adjourned meeting) and to include your tendered non-USD old notes in the block voting instruction to vote in favor of the proposed amendments listed above. See "*The Exchange Offers and Consent Solicitations—Procedures for Tendering Old Notes—Tender of Non-USD Old Notes through Euroclear or Clearstream*" for instructions on how to tender your non-USD old notes.

Each series of non-USD old notes is currently represented by a global note deposited with a common depositary for Euroclear and Clearstream. The non-USD old notes cannot be physically tendered. If you hold old notes in physical, certificated form, you will need to deposit such old notes into the applicable Clearing System in order to participate in the exchange offers. If you need assistance doing so, please contact the Solicitation and Information Agent whose addresses and telephone numbers are located on the back cover page of this prospectus. Receipt from a holder of non-USD old notes or the person holding its interest in the records of Euroclear or Clearstream, on behalf of a non-USD noteholder, of an electronic instruction notice by Euroclear or Clearstream will be deemed to constitute delivery of a vote in favor of the proposed amendments and deposit with the relevant paying agent for the relevant series of non-USD old notes of such notes tendered for the purpose of (a) inclusion of the votes attributable to such notes tendered in the electronic instruction notice issued by the paying agent for such series of non-USD old notes to vote in favor of the amendments, and (b) appointment of the paying agent for such series of non-USD old notes as proxy to vote in favor of the amendments at the noteholder meeting with respect to those non-USD old notes that have been tendered.

**Holders of non-USD old notes held through the Clearing Systems should note that, by delivering an electronic instruction notice, they will agree that (subject to the rights of such holders to revoke their electronic instruction notice, as provided herein) their non-USD old notes will be and remain blocked in the relevant Clearing System and transfers thereof will be restricted, with effect from and including the date on which their electronic instruction notice is received by the relevant Clearing System until the earliest of (a) the date on which they validly revoke their electronic instruction notice in accordance with the terms of the exchange offers and consent solicitations, (b) the date on which the relevant exchange offers and consent solicitations terminate or are withdrawn and (c) the settlement date, all in accordance with the normal operating procedures of such Clearing System, and after taking into account the deadlines imposed by such Clearing Systems. Further details concerning the contents of a valid electronic instruction notice are set out below under "—*Procedures for Delivering an Electronic Instruction Notice*" below.**

**The holder of a voting certificate who wishes to attend the noteholder meeting in person must arrive 15 minutes before the scheduled start time for the noteholder meeting. The holder of a voting certificate attending the noteholder meeting in person must bring with him evidence of his identity (for example, a passport) or, in the case of a holder who is a company, a letter of representation signed by an authorized signatory of that company.**

**Holders who are not direct participants in Euroclear and Clearstream and who hold an interest in the non-USD old notes through a broker, bank or other nominee or custodian must arrange directly or through such broker, bank or other nominee or custodian to contact the accountholder in Euroclear and/or Clearstream to effect the procedures referred to above. Such holders are urged to contact such broker, bank or other nominee or custodian promptly if they wish to submit an electronic instruction notice.**

***Procedures for Delivering an Electronic Instruction Notice***

To vote in support of the proposed amendments and tender non-USD old notes for exchange, holders of non-USD old notes must deliver the appropriate electronic instruction notice to the relevant Clearing System by not later than the expiration date, except that holders who tender non-USD old notes prior to the date on which the registration statement of which this prospectus forms a part is declared effective will not be deemed to have consented to the proposed amendments.

Each holder of non-USD old notes, by delivering an electronic instruction notice, will be affirmatively representing to the representations, warranties and acknowledgements that are set forth below.

The information, certifications and statements to be confirmed by delivering the electronic instruction notice are set out below and will be set out in a notice posted by the Clearing Systems on or around April 27, 2009.

Each custodian and sub-custodian which is a direct or indirect participant in the relevant Clearing System and who holds non-USD old notes on behalf of more than one holder will be required to deliver a separate electronic instruction notice in respect of non-USD old notes of each holder in order for such electronic instruction notice to be valid. An electronic instruction notice in respect of the non-USD old notes that are held jointly or in common by more than one holder may not be treated as being valid by us at our sole discretion. Each electronic instruction notice must set out in full the requisite information in respect of the relevant holder, as set out below:

(a) the series and the principal amount (which must be a multiple of the minimum denomination of such non-USD old notes) of the non-USD old notes in respect of which the electronic instruction notice is delivered; and

(b) the name of the holder and the securities account number at the relevant Clearing System in which the non-USD old notes are held and to which the exchange consideration should be delivered;

Only participants may submit electronic instruction notices. If a holder is not a participant, it must arrange for the participant through which it holds non-USD old notes to submit an electronic instruction notice on its behalf to the relevant Clearing System prior to the deadline specified by the relevant Clearing System.

Holders of non-USD old notes that are held in the name of a broker, dealer, bank, trust company or other nominee or custodian should contact such entity sufficiently in advance of the expiration date if they wish to accept the exchange offers and procure that such old notes are blocked in accordance with the normal procedures of the relevant Clearing System and the deadlines imposed by such Clearing System. The offer by a holder (or the relevant participant on its behalf) to participate in the exchange offers may be revoked by such holder (or the relevant participant on its behalf) prior to the withdrawal deadline by submitting an electronic withdrawal instruction to the relevant Clearing System.

A separate electronic instruction notice must be completed in respect of each series of non-USD old notes held by a holder.

Each holder and the relevant participant on its behalf by delivering an electronic instruction notice will be deemed to represent, warrant and undertake, and each electronic instruction notice, to be valid, will be required to state:

(a) that if the beneficial owner of the relevant non-USD old notes is outside the United States, such beneficial owner is a non-U.S. qualified offeree;

(b) that the holder instructs the relevant paying agent to appoint a person nominated by the Tabulation Agent as such holder’s proxy to vote for the relevant extraordinary resolutions; provided that this clause, (b) shall not apply to an electronic instruction notice in respect of non-USD old notes delivered prior to the date on which the registration statement of which this prospectus forms a part is declared effective;

(c) that if the holder is a participant in the relevant Clearing System, it authorizes such Clearing System to disclose its identity to the Tabulation Agent;

(d) that the holder agrees to indemnify GM, GM Nova Scotia, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent, the Exchange Agent and the Tabulation Agent against all and any losses, costs, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result

of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to the exchange offers and consent solicitations by any such holder;

(e) that the holder agrees that the non-USD old notes will be and remain blocked in the securities account to which such non-USD old notes are credited in the relevant Clearing System and transfers thereof will be restricted with effect from, and including, the date on which the relevant electronic instruction notice is received by the relevant Clearing System until the earliest of (i) the date on which such holder validly revokes its electronic instruction notice in accordance with the terms of the exchange offers and consent solicitations, (ii) the date on which the exchange offers and consent solicitations are terminated or withdrawn and (iii) the settlement date, all in accordance with the normal operating procedures of such Clearing System and after taking into account the deadlines imposed by such Clearing System;

(f) that the holder represents, warrants and undertakes that the non-USD old notes are, at the time of delivery of the electronic instruction notice and will continue to be, until the settlement date, held on behalf of the holder by Euroclear or Clearstream;

(g) that (i) the holder agrees that the electronic instruction notice shall be governed by and construed in accordance with New York law, (ii) the holder irrevocably and unconditionally agrees for the benefit of GM, GM Nova Scotia, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent, the Exchange Agent and the Tabulation Agent that the courts of the State of New York shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the exchange offers and consent solicitations and electronic instruction notice; and (iii) accordingly, such holder agrees that any suit, action or proceeding arising out of or in connection with the exchange offers and consent solicitations and/or electronic instruction notice may be brought in such courts and such holder will not argue to the contrary;

(h) that the holder represents and warrants that a vote by the holder in respect of the proposed amendments will not result in a breach of any relevant laws or regulations in the jurisdiction in which the holder is resident or from which such holder is delivering the electronic instruction notice;

(i) that it has received, reviewed and accepts the terms of this prospectus, the EU Approved Prospectus or the Canadian Offering Memorandum, as applicable;

(j) it is assuming all the risks inherent in participating in the exchange offers and has undertaken all the appropriate analysis of the implications of the exchange offers and consent solicitations without reliance on GM, GM Nova Scotia, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent or the Exchange Agent;

(k) by blocking non-USD old notes in the relevant Clearing System, it will be deemed to consent to the relevant Clearing System providing details concerning its identity to GM, GM Nova Scotia, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent, the Exchange Agent and their respective legal advisers;

(l) upon the terms and subject to the conditions of the exchange offers, it hereby (i) offers to exchange the principal amount of non-USD old notes in its account blocked in the relevant Clearing System for the relevant exchange consideration and (ii) consents to the proposed amendments with respect to such non-USD old notes; provided that this clause (ii) shall not apply to an electronic instruction notice in respect of non-USD old notes delivered prior to the date on which the registration statement of which this prospectus forms a part is declared effective. It acknowledges that the submission of a valid electronic instruction notice to the relevant Clearing System in accordance with the standard procedures of the relevant Clearing System constitutes its written consent to the proposed amendments and appointment of the paying agent or such person as the paying agent may appoint as its proxy to execute any resolution approving the proposed amendments. Subject to and effective upon the exchange by us of the non-USD old notes blocked in the relevant Clearing System, it hereby renounces all right, title and interest in and to all such non-USD old notes exchanged by or at our direction and hereby waives and releases any rights or claims it may have against us with respect to any such non-USD old notes, the exchange offers or consent solicitations;

(m) it agrees to ratify and confirm each and every act or thing that may be done or effected by us, any of our directors or any person nominated by us in the proper exercise of his or her powers and/or authority hereunder;

(n) it agrees to do all such acts and things as shall be necessary and execute any additional documents deemed by us to be desirable, in each case to complete the transfer of the non-USD old notes to us or our nominee in exchange for the exchange consideration and/or to perfect any of the authorities expressed to be given hereunder;

(o) it has observed the laws of all relevant jurisdictions; obtained all requisite governmental, exchange control or other required consents; complied with all requisite formalities; and paid any issue, transfer or other taxes or requisite payments due from us in each respect in connection with any offer or acceptance in any jurisdiction and that it has not taken or omitted to take any action in breach of the terms of the exchange offers or the consent solicitations or which will or may result in our or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the exchange offers or the consent solicitations or tender of non-USD old notes in connection therewith;

(p) all authority conferred or agreed to be conferred pursuant to its representations, warranties and undertakings and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives and shall not be affected by, and shall survive, its death or incapacity;

(q) except for the information set forth under "*Material United States Federal Income Tax Considerations*" or "*Material Canadian Federal Income Tax Considerations*" in this prospectus, which is not, and is not intended to be, legal, tax or financial advice to any particular holder, no information has been provided to it by GM, GM Nova Scotia, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent or the Exchange Agent with regard to the tax consequences to holders arising from the exchange of non-USD old notes in the exchange offers for the receipt of the exchange consideration. It hereby acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the exchange offers and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against GM, GM Nova Scotia, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent, the Exchange Agent or any other person in respect of such taxes and payments;

(r) upon the exchange of tendered non-USD old notes, we will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances, and that the non-USD old notes tendered hereby are not subject to any adverse claims or proxies;

(s) if it is a resident in Canada, (i) the Canadian province or territory in which the holder resides, (ii) that the holder has reviewed and acknowledges the resale restrictions referred to in the Canadian Offering Memorandum under the heading "*Resale Restrictions*" and agrees not to resell the exchange consideration except in compliance with such resale restrictions, (iii) that the holder is basing its investment decision exclusively on the Canadian Offering Memorandum and not on any other information, including any advertising, concerning GM, GM Nova Scotia or the exchange offers and consent solicitations, and (iv) in respect of old notes other than convertible old notes, (A) the basis on which the holder is an "accredited investor" as defined in NI 45-106 with reference to the specific criteria described in Schedule "A" to the Canadian Offering Memorandum, (B) that the holder is entitled under applicable Canadian securities laws to acquire the exchange consideration without the benefit of a prospectus qualified under those securities laws, and in the case of holders in provinces other than Ontario and Newfoundland, without the services of a dealer registered pursuant to those securities laws, (C) if in Ontario, the holder is not an individual unless acquiring the exchange consideration from a fully-registered Ontario securities dealer or from a dealer registered in Ontario as

a limited market dealer, (D) the holder is acquiring the exchange consideration as principal for its own account, or is deemed to be acquiring the exchange consideration as principal by applicable law, and (E) the holder was not created or used solely to acquire or hold the exchange consideration without a prospectus in reliance on an exemption from the prospectus requirements under applicable Canadian securities laws;

(t) it has full power and authority to submit for exchange and transfer the non-USD old notes hereby submitted for exchange;

(u) the terms and conditions of the exchange offers and consent solicitations shall be deemed to be incorporated in, and form a part of, the electronic instruction notice which shall be read and construed accordingly and that the information given by or on behalf of such holder in the electronic instruction notice is true and will be true in all respects at the time of the exchange;

(v) it agrees and understands that the submission of non-USD old notes for exchange and delivery of related consents by a holder, as applicable, will be deemed to have occurred upon receipt by the relevant Clearing System of a valid electronic instruction notice in accordance with the requirements of such Clearing System. The receipt of such electronic instruction notice by the relevant Clearing System will be acknowledged in accordance with the standard practices of such Clearing System and will result in the blocking of non-USD old notes in the relevant Clearing System so that no transfers may be effected in relation to such old notes;

(w) it must take the appropriate steps through the relevant Clearing System to ensure that no transfers may be effected in relation to its blocked non-USD old notes at any time after such date, in accordance with the requirements of the relevant Clearing System and the deadlines required by such Clearing System;

(x) there are no guaranteed delivery procedures provided by us in connection with the exchange offers for the non-USD old notes; and

(y) by submitting a valid electronic instruction notice to the relevant Clearing System in accordance with the standard procedures of the relevant Clearing System, holders and the relevant participant on their behalf shall be deemed to make these acknowledgements, representations, warranties and undertakings to GM, GM Nova Scotia, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent and the Exchange Agent on each of the expiration date and settlement date (and if the relevant holder or the relevant participant on its behalf is unable to give such representations, warranties and undertakings, such holder or the relevant participant on its behalf should contact one of the Dealer Managers immediately).

The receipt from a holder or a participant on its behalf of an electronic instruction notice by the relevant Clearing System will constitute instructions to debit the securities in such holder's or participant's account on the settlement date in respect of all of the non-USD old notes that such holder has submitted for exchange, upon receipt by the relevant Clearing System of an instruction from the Exchange Agent to receive those old notes for our account and against credit of the exchange consideration and payment by GM or GM Nova Scotia, as the case may be, in cash, of accrued interest on the non-USD old notes from and including the most recent interest payment date to, but not including, the settlement date, subject to the automatic withdrawal of those instructions in the event that the exchange offer is terminated by us on or prior to the withdrawal of such holder's electronic instruction notice in accordance with the procedure set out herein.

***Responsibility for Delivery of Electronic Instruction Notices***

(a) None of GM, GM Nova Scotia, the Dealer Managers, the Solicitation and Information Agent, the Settlement and Escrow Agent, the Luxembourg Exchange Agent or the Exchange Agent will be responsible for the communication of offers to exchange and corresponding electronic instruction notices by:

- beneficial owners to the participant through which they hold non-USD old notes; or
- the participant to the relevant Clearing System.

(b) If a holder holds its non-USD old notes through a participant, such holder should contact that participant to discuss the manner in which exchange acceptances and transmission of the corresponding electronic instruction notice and, as the case may be, transfer instructions may be made on its behalf.

(c) In the event that the participant through which a holder holds its non-USD old notes is unable to submit an electronic instruction notice on its behalf, such holder should telephone one of the Dealer Managers or the Exchange Agent for assistance.

(d) In any case, holders are responsible for arranging the timely delivery of their electronic instruction notices.

(e) If a holder holds non-USD old notes or accepts the exchange offers through a participant, such holder should consult with that participant as to whether it will charge any service fees in connection with the participation in the exchange offers.

***Revocation of Voting Instructions***

To be effective, any notice of revocation must indicate the relevant voting instructions to be revoked and must be received in the same manner as the original voting instructions. If you are not a record holder, you must arrange to deliver, either directly or through your broker, bank or other nominee or custodian, notice of such revocation to Euroclear and/or Clearstream. You should give such directions to your broker, bank or other nominee or custodian sufficiently in advance to ensure receipt by Euroclear and/or Clearstream of any such notice of revocation prior to the applicable revocation deadline.

None of GM or GM Nova Scotia, as applicable, any paying agent, the Exchange Agent or any other person will be under any duty to give notification of any defects or irregularities with respect to any revocations of voting instructions nor shall any of them incur any liability for failure to give such notification.

A vote cast in accordance with electronic instruction notices shall be valid even if it or any of the holders' instruction orders pursuant to which it was executed has previously been revoked or amended, unless written notice of such revocation or amendment is received from the paying agent by GM or GM Nova Scotia, as applicable, at its registered office at least 24 hours before the time fixed for the applicable meeting. Otherwise, electronic instruction notices may not be revoked at any time during the period commencing 48 hours prior to the time for which the first meeting or any adjourned such meeting is convened.

Electronic instruction notices containing wire instructions that have been revoked may be given again prior to the voting deadline by following the procedures described herein.

Consents to the proposed amendments may not be withdrawn after the withdrawal deadline.

***Procedures at the Noteholder Meetings***

Holders should note the quorum requirements for the noteholder meetings set out below. Holders should be aware that if holders present or represented at the noteholder meetings are insufficient to meet these quorum requirements, the proposed amendments to the fiscal and paying agency agreements and the non-USD old notes issued thereunder cannot be considered at the applicable noteholder meeting.

***Notice***

The notice of noteholder meeting will be given by publication in the *Financial Times*, delivered to Euroclear and/or Clearstream and published on the website of the Luxembourg Stock Exchange in accordance with the conditions of the non-USD old notes. The Form Notice of Meetings is provided in Annex B to this prospectus.

***Chairman***

The chairman of the noteholder meetings will be nominated in writing by GM or GM Nova Scotia, as applicable. If GM or GM Nova Scotia, as applicable, fails to nominate a chairman, or if the nominated chairman

of GM or GM Nova Scotia, as applicable, is not present at any of the noteholder meetings within 15 minutes of the time fixed for such noteholder meeting, then the holders who are present at the noteholder meeting shall choose a chairman from the holders present at such meeting. The chairman of an adjourned meeting does not have to be the same person as the chairman of the original meeting that was adjourned.

***Voting Requirement***

The proposed amendments to the fiscal and paying agency agreements and each series of non-USD old notes issued thereunder may only be passed at the applicable noteholder meeting if there is a quorum in respect of such series of old notes that (a) is present and (b) votes to approve such proposed amendments. The quorum for passing the extraordinary resolutions to add the call option and effect the other proposed amendments to the fiscal and paying agency agreements and each series of non-USD old notes issued thereunder will be met at the noteholder meetings if one or more persons being entitled to vote (whether as a physical holder of a non-USD old note or of a voting certificate or as proxy pursuant to an electronic instruction notice) and who together hold or represent the requisite quorum requirement in respect of outstanding non-USD old notes of such series, as set out below across from "First Meeting," (a) are present at the applicable noteholder meeting and (b) vote to approve such extraordinary resolution. If there is not a quorum for the first noteholder meeting, it will be adjourned to a later time and date.

The voting requirement for passing the extraordinary resolution to add the call option is as follows:

| Noteholder Meeting | Voting Requirement |
|---|---|
| First Meeting | One or more persons being holders holding, or with a voting instruction representing, not less than 66 2/3% of the aggregate principal amount of the relevant series of then outstanding non-USD old notes of the applicable series. |
| Adjourned Meeting | One or more persons being holders, or with a voting instruction, representing, more than 50% of the aggregate principal amount of the relevant series of then outstanding non-USD old notes of the applicable series. |

The voting requirement for passing the extraordinary resolution to approve the removal of substantially all material affirmative and negative covenants and events of default other than the obligation to pay principal and interest on each series of non-USD old notes is as follows:

| Noteholder Meeting | Voting Requirement |
|---|---|
| First Meeting and Adjourned Meeting | One or more persons being holders, or with a voting instruction, representing, more than 50% of the aggregate principal amount of the relevant series of then outstanding non-USD old notes of the applicable series. |

Every matter to be decided at the noteholder meeting will be decided in the first instance on a show of hands unless a poll is demanded by the chairman, GM or GM Nova Scotia, as applicable, or two or more persons representing at least two percent of the non-USD old notes for the time being outstanding. On a show of hands every person who is present in person and who produces a voting certificate or is a proxy has one vote.

On a poll, every person who is present in person and who produces a voting certificate or is a proxy has one vote in respect of each minimum integral amount of the non-USD old notes of the applicable series so produced or represented by the voting certificate so produced or for which he is a proxy. GM or GM Nova Scotia, as applicable, will call for a poll in each vote.

In case of an equality of votes the chairman shall, both on a show of hands and on a poll, have a casting vote in addition to any other votes which he may have.

In respect of each series of non-USD old notes, if the relevant extraordinary resolutions are passed:

(a) such extraordinary resolutions will be binding on all holders of the relevant series of non-USD old notes whether or not they have delivered (and whether or not they have revoked) a valid electronic instruction notice and voted in favor of the extraordinary resolutions; and

(b) regardless of whether a relevant holder of non-USD old notes has delivered (and whether or not such holder has revoked) a valid electronic instruction notice and voted in favor of or against (or abstained from voting on) such extraordinary resolutions, on the settlement date all non-USD old notes of such series will be amended to remove substantially all material affirmative and negative covenants and events of default other than those relating to the obligation to pay principal and interest and/or add the call option as provided in the extraordinary resolutions.

We intend to exercise the call option in respect of all non-USD old notes of each series not tendered in the exchange offers immediately following the effectiveness of the proposed amendments to such series of non-USD old notes, if adopted. From and after the time that we exercise the call option on any series of non-USD old notes, (a) such notes shall be deemed to be discharged, (b) such notes will not be transferable and (c) holders of such notes will have no further rights in respect of those notes other than receipt of the exchange consideration and payment in cash of accrued but unpaid interest on such notes.

Upon or, in our discretion, before the passing of the extraordinary resolutions approving the proposed amendments to each series of non-USD old notes, we will provide a notice to holders of such series of non-USD old notes through the Clearing Systems which will notify holders of the expected date of exercise of the call option in respect of such series of non-USD old notes (such date, the "exercise date"). Such notice will also provide that any non-U.S. qualified offeree who has not validly tendered its non-USD old notes pursuant to the exchange offers and who wishes to receive the exchange consideration on exercise of the call option rather than receiving the Designated Exchange Consideration pursuant to the Escrow Arrangement (as defined below under "*—Escrow Arrangement*") will be required to certify in an electronic notice provided in accordance with the procedures of the Clearing Systems that they are a non-U.S. qualified offeree. In the absence of any such certification, such holders will be deemed to be (for the purposes of the initial delivery of the exchange consideration pursuant to the exercise of the call option and without prejudice to the ability of any such holder to subsequently, during the Escrow Period (as defined below under "*—Escrow Arrangement*"), certify that it is a non-U.S. qualified offeree) not a non-U.S. qualified offeree (each such holder, an "ineligible holder"), and will receive the Designated Exchange Consideration pursuant to the Escrow Arrangement.

***Escrow Arrangement***

In respect of non-USD old notes of each series subject to the call option, we reserve the right (in our sole discretion) not to deliver exchange consideration pursuant to, and upon exercise of, the call option to any holders of such series of non-USD old notes outstanding following consummation of the exchange offers who are ineligible holders, but instead to implement the following alternative arrangement (the "Escrow Arrangement") regarding such holders' entitlement on exercise of the call option:

(a) subject to compliance with all applicable laws and regulations, we may, by notice (the "Escrow Notice") to the holders of such series of non-USD old notes through the Clearing Systems, elect not to deliver exchange consideration on exercise of the call option to such ineligible holders but instead to have delivered to Deutsche Bank AG, London Branch, as escrow agent (the "Escrow Agent"), the exchange consideration owing to them pursuant to the call option in respect of the aggregate principal amount of non-USD old notes of such series held by such holders (the "Designated Exchange Consideration"), which Designated Exchange Consideration shall be deposited in or credited to our

account with the Escrow Agent or its custodian with the Clearing Systems (the "Escrow Account") to be held by us until, as soon as reasonably practicable following the end of the period of three months from the exercise of the call option (the "Escrow Period", the last day of that period, the "Three Month Date"), and in any event, not later than 90 days after the Three Month Date, we will sell the Designated Exchange Consideration in the market on arm's length terms at the best price reasonably obtainable and hold the proceeds of sale (net of the costs of sale including the fees of any marketing agent, placement agent or underwriter appointed in relation to the sale and any taxes and provisions for tax on sale or as a result of the Escrow Arrangement) on trust for those holders to pay to each such holder its pro rata share of such net proceeds of sale. The terms of this Escrow Arrangement would be set out in an escrow instrument with the Escrow Agent (the "Escrow Agreement") on or around date of the exercise of the call option which would, among other things, (i) specify that we may not sell or otherwise deal with the Designated Exchange Consideration during the Escrow Period, subject to the obligation on our part to deliver Designated Exchange Consideration free and clear of any trust or any other encumbrance to any such holder (and the right of such holder to call for such delivery) who certifies to our satisfaction before the end of the Escrow Period that it is eligible to receive Designated Exchange Consideration, (ii) entitle such holder to assign its rights under the Escrow Arrangement to a person who is able to certify to us to our satisfaction that it is entitled to receive an assignment of those rights subject to and in accordance with all applicable laws and regulations (it being the sole responsibility of such holder and the proposed assignee to verify that an assignment of such rights to the assignee will be in accordance with all applicable laws and regulations), (iii) provide that we will, acting in good faith and in the best interests of the ineligible holders, appoint a marketing agent, placement agent or underwriter to arrange the sale of the Designated Exchange Consideration on or as soon as practicable following the Three Month Date (the "Cash Proceeds") and (iv) provide that the net proceeds of sale of the Designated Exchange Consideration remaining on the Three Month Date shall be held on trust for such holders to pay (to the extent allowed by applicable law) to each such ineligible holder its pro rata share of such net proceeds of sale;

(b) on specified dates during the Escrow Period, provided that (i) such holder or any person to whom such holder has assigned its rights in respect of the Escrow Arrangements, subject to our having been notified of that assignment in accordance with the Escrow Agreement, or (ii) such holder is able to provide evidence to us which is satisfactory in all respects that it is or has become a non-U.S. qualified offeree or is otherwise eligible to receive a transfer of Designated Exchange Consideration, that person will have the right under the Escrow Agreement to require us to deliver the relevant Designated Exchange Consideration to its account with the Clearing Systems, the details of which shall be specified in such notice. Such Designated Exchange Consideration shall be delivered to such holders (or any person to whom rights in respect of the Escrow Arrangements have been assigned) on the last business day of the calendar month within which the evidence of eligibility was provided and the right of delivery of the Designated Exchange Consideration accrued in favor of such holder or person;

(c) we will be entitled to any dividends paid on the Designated Exchange Consideration from the date of the exercise of the call option to the date of sale (being on or as soon as practicable and in any event not later than 90 days following the Three Month Date) or, if earlier, transfer to any such holder who has become a non-U.S. qualified offeree during the Escrow Period, which dividends shall be held in the Escrow Account, and we will pursuant to the Escrow Agreement pay to each such holder a compensation amount equal to the amount of any such dividend paid from the date of the exercise of the call option to the date on which the relevant Designated Exchange Consideration is sold or transferred as provided above and, if sold, the net proceeds of sale as described under paragraph (a) above;

(d) such holders should note that the cash amount payable by us in the circumstances described in paragraph (a) above will be limited to the net proceeds as described above actually received upon the sale of the relevant Designated Exchange Consideration, which may be less than the principal amount of such Designated Exchange Consideration. Furthermore, such holders will not have any beneficial

interest in the Designated Exchange Consideration that is held in the Escrow Account and, in particular, such holders will not have any right to control or exercise voting or other rights in relation to the Designated Exchange Consideration; and

(e) if the Escrow Arrangement is implemented and we execute the Escrow Agreement, such holders will be deemed to have delivered the relevant non-USD old notes to us for cancellation against and conditional upon implementation of the Escrow Arrangement and execution of the Escrow Agreement pursuant to which such holders acquire certain rights in relation to the Designated Exchange Consideration.

The Escrow Arrangement described in this section is a term of the extraordinary resolutions and, by delivery of an electronic instruction notice, holders of the non-USD old notes are, among other things, deemed to have agreed to the Escrow Arrangement and the terms of the Escrow Agreement if implemented by us. In the event that we decide to proceed with the Escrow Arrangement, further details will be set out in the relevant Escrow Notice.

## COMPARISON OF OLD NOTES VERSUS THE AMENDED OLD NOTES

The following is a description of the differences between the old notes and the amended old notes. This comparison is provided for convenience only, and you should review the full descriptions of the proposed amendments in the section "*Proposed Amendments*."

| | Old Notes | Amended Old Notes |
|---|---|---|
| **Issuer** | General Motors Corporation.<br>GM Nova Scotia with respect to 8.375% Guaranteed Notes due 2015 and 8.875% Guaranteed Notes due 2023. | General Motors Corporation.<br>GM Nova Scotia with respect to 8.375% Guaranteed Notes due 2015 and 8.875% Guaranteed Notes due 2023. |
| **Interest /Maturity Date** | The interest rates and maturity dates of each series of old notes are set forth in the summary offering table on the inside front cover of this prospectus. | The proposed amendments will not affect the interest rates or maturity dates of the old notes, except with respect to the Series D notes as described below.<br>Holders of amended Series D notes subject to the Forbearance, Waiver and Extension (as described herein) will irrevocably waive their right to payment upon maturity until the Forbearance, Waiver and Extension Termination Date.<br>Also see "Optional Redemption" below. |
| **Guarantors** | General Motors Corporation solely with respect to 8.375% Guaranteed Notes due December 7, 2015 and 8.875% Guaranteed Notes due July 10, 2023. | General Motors Corporation solely with respect to 8.375% Guaranteed Notes due December 7, 2015 and 8.875% Guaranteed Notes due July 10, 2023. |
| **Ranking** | The old notes rank *pari passu* in right of payment with all of our existing and future senior unsecured indebtedness, but are effectively subordinated to our secured indebtedness to the extent of the value of the assets securing such indebtedness. | The proposed amendments will not affect the ranking of the old notes. |
| **Voting** | USD old notes vote together with all other securities as one voting class under the indentures pursuant to which all such old notes were issued.<br>Each series of non-USD old notes vote separately as one voting class under the terms and conditions of such non-USD old notes. | Each series of amended USD old notes will vote together with all other amended USD old notes as one voting class under the debt instruments pursuant to which all such amended USD old notes were issued.<br>Amended non-USD old notes will vote separately as one voting class under the terms and conditions of such non-USD old notes. |
| **Collateral/ Security** | None. | None. |

| | Old Notes | Amended Old Notes |
|---|---|---|
| **Optional Redemption** | Optional redemption provisions vary by series of old notes. | The amended non-USD old notes will be subject to the call option, pursuant to which we intend to redeem such amended non-USD old notes. The proposed amendments will not otherwise alter the optional redemption provisions of the old notes. |
| **Mandatory Redemption** | None. | None. |
| **Certain Covenants:** | | |
| **Liens** | Subject to certain exceptions, GM will not, nor will it permit any of its manufacturing subsidiaries to issue or assume any debt secured by a mortgage upon any principal domestic manufacturing property of GM, or any manufacturing subsidiary or upon any shares of stock or indebtedness of any manufacturing subsidiary without, in any such cases effectively providing concurrently with the issuance or assumption of any such debt that the old note shall be secured equally and ratably with such debt. | None. |
| **Sale and Leaseback Transactions** | Subject to certain exceptions, GM will not, nor will it permit any manufacturing subsidiary to, enter into any arrangement with any person providing for the leasing by GM or any manufacturing subsidiary of any principal domestic manufacturing property owned by GM or any manufacturing subsidiary on the date that the debt is originally issued, which property has been or is to be sold or transferred by GM or such manufacturing subsidiary to such person. | None. |
| **Merger, Sale of Assets** | GM (and, with respect to old GM Nova Scotia notes, GM Nova Scotia), will not merge or consolidate with any other corporation or sell or convey all or substantially all of its assets to any person, firm or corporation unless (a) either GM (or, with respect to old GM Nova Scotia notes, GM and GM Nova Scotia, as the case may be), shall be the continuing corporation or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof (or, with respect to the old GM Nova Scotia notes, the United States of | None. |

| | Old Notes | Amended Old Notes |
|---|---|---|
| | America or the laws of Canada or a province thereof, as the case may be) and such corporation shall expressly assume the due and punctual payment of the principal of, interest, and additional amounts, if any, on the old notes, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the debt instruments governing the old notes and the company and (b) GM (or, with respect to old GM Nova Scotia notes, GM and GM Nova Scotia, as the case may be) or such successor corporation shall not, immediately after such merger or consolidation, or sale or conveyance, be in default in the performance of any covenant or condition to the debt instruments governing the old notes. | |
| **Events of Default** | Events of default includes (a) default in payment of any principal or premium, if any, on such series; (b) default for 30 days in payment of any interest or additional amounts on such series; (c) failure to perform any other of the covenants or agreements contained in the debt instruments governing the old notes for 90 days after proper notice shall have been given to the Company pursuant to the terms of the debt instruments governing the old notes; or (d) certain events of bankruptcy, insolvency or reorganization. | Same as those set forth in the debt instruments governing the old notes, except no event of default for (a) failure of GM to observe or perform non-payment related covenants relating to any of the agreements governing the old notes; and (b) certain events of bankruptcy, insolvency or reorganization. |

## DEALER MANAGERS, EXCHANGE AGENT, SOLICITATION AND INFORMATION AGENT, THE SETTLEMENT AND ESCROW AGENT AND LUXEMBOURG EXCHANGE AGENT

### Dealer Managers

Subject to the terms and conditions set forth in the dealer managers agreement dated as of April 26, 2009, we have retained Morgan Stanley & Co. Incorporated and Banc of America Securities LLC to act as the Global Coordinators, Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., to act as the U.S. Lead Dealer Managers, Barclays Capital Inc. and Deutsche Bank Securities Inc. to act as the Non-U.S. Lead Dealer Managers and UBS Securities LLC and Wachovia Capital Markets, LLC to act as Dealer Managers. We are paying the Dealer Managers a customary fee for their services as Dealer Managers in connection with the exchange offers and consent solicitations. We have agreed to reimburse each of the Dealer Managers for its respective reasonable out-of-pocket expenses and to indemnify it against certain liabilities, including liabilities under federal securities laws and to contribute to payments that they may be required to make in respect thereof. Except for the soliciting dealer fee described below under "—*Fees and Expenses*," no fees or commissions have been or will be paid by us to any broker, dealer or other person, other than the Dealer Managers, the Exchange Agent, the Solicitation and Information Agent, the Settlement and Escrow Agent and the Luxembourg Exchange Agent, in connection with the exchange offers and the consent solicitations.

The Dealer Managers may contact holders of old notes regarding the exchange offers and consent solicitations and may request banks, brokers and other nominees or custodians to forward this prospectus and related materials to beneficial owners of old notes. With respect to jurisdictions located outside of the United States, the exchange offers and consent solicitations may be conducted through affiliates of the Dealer Managers that are registered and/or licensed to conduct the exchange offers and consent solicitations in such jurisdictions. The customary mailing and handling expenses incurred by forwarding material to their customers will be paid by us.

The Dealer Managers and their respective affiliates have from time to time provided and currently provide certain commercial banking, lending, treasury and securities, financial advisory and investment banking services to, and have a variety of other commercial relationships with, us and our affiliates, for which they have received customary fees for such services. Certain of the relationships involve transactions that are material to us and our affiliates and for which the Dealer Managers have received significant fees. In the ordinary course of their businesses, the Dealer Managers or their affiliates may serve as counterparties to our financing arrangements and may at any time hold long or short positions, and may trade for their own accounts or the accounts of customers, in our debt or equity securities, including any of the old notes or the exchange consideration and, to the extent that the Dealer Managers or their affiliates own old notes during the exchange offers, they may tender such notes pursuant to the terms of the exchange offers. The Dealer Managers and their affiliates may from time to time engage in future transactions with us and our affiliates and provide services to us and our affiliates in the ordinary course of their respective businesses. In addition, the Dealer Managers and/or their affiliates serve as agents and lenders under certain of our existing credit facilities. Erskine B. Bowles, a member of our board of directors, is also a member of the board of directors of Morgan Stanley & Co. Incorporated. Citigroup Inc., an affiliate of Citigroup Global Markets Inc., has an indirect equity ownership interest in GMAC.

None of the Dealer Managers, the Exchange Agent, the Solicitation and Information Agent, the Settlement and Escrow Agent or the Luxembourg Exchange Agent assumes any responsibility for the accuracy or completeness of the information concerning us contained or incorporated by reference in this prospectus or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

### Exchange Agent

D.F. King & Co., Inc. has been appointed as Exchange Agent for the exchange offers. Questions and requests for assistance, and all correspondence in connection with the exchange offers, or requests for additional letters of transmittal and any other required documents, may be directed to the Exchange Agent at its addresses and telephone numbers set forth on the back cover of this prospectus.

**Solicitation and Information Agent**

D.F. King & Co., Inc. has been appointed as Solicitation and Information Agent for the exchange offers and consent solicitations. The Solicitation and Information Agent will assist with the mailing of this prospectus and related materials to holders of old notes, respond to inquiries of, and provide information to, holders of old notes in connection with the exchange offers and consent solicitations, and provide other similar advisory services as we may request from time to time. Requests for additional copies of this prospectus, letters of transmittal and any other required documents may be directed to the Solicitation and Information Agent at the address and telephone number set forth on the back cover of this prospectus.

In addition to the Solicitation and Information Agent, our directors, officers and regular employees, who will not be specifically compensated for such services, may contact holders personally or by mail, telephone, e-mail or facsimile regarding the exchange offers and the consent solicitations and may request brokers, dealers and other nominees or custodians to forward this prospectus and related materials to beneficial owners of the old notes.

Any holder that has questions concerning the terms of any of the exchange offers and consent solicitations may contact the Exchange Agent and the Solicitation and Information Agent at their addresses and telephone numbers set forth on the back cover of this prospectus. Holders of old notes may also contact their broker, dealer, custodian bank, depository, trust company or other nominee for assistance concerning the exchange offers and consent solicitations.

**Settlement and Escrow Agent**

Deutsche Bank AG, London Branch, has been appointed as Settlement and Escrow Agent for the non-USD old notes.

**Luxembourg Exchange Agent**

Deutsche Bank Luxembourg, S.A. has been appointed as Luxembourg Exchange Agent for the non-USD old notes listed on the Luxembourg Stock Exchange.

**Fees and Expenses**

In addition to our obligation to reimburse the Dealer Managers for their reasonable out-of-pocket expenses as described in this section, we will pay the Exchange Agent, the Solicitation and Information Agent, the Settlement and Escrow Agent and the Luxemburg Exchange Agent reasonable and customary fees for their services (and will reimburse them for their reasonable out-of-pocket expenses in connection therewith). In addition, we will indemnify the Dealer Managers, the Exchange Agent, the Solicitation and Information Agent, the Settlement and Escrow Agent and the Luxembourg Exchange Agent against certain liabilities in connection with their services, including liabilities under the U.S. federal securities laws and the applicable laws of Luxembourg.

GM will agree to pay a soliciting dealer fee equal to $5.00 for each 1,000 U.S. dollar equivalent principal amount (or, in the case of the discount notes, accreted value) of old notes that are validly tendered and accepted for purchase pursuant to the exchange offers to retail brokers that are appropriately designated by their clients to receive this fee, but only if the old notes of each applicable series that are tendered by or for that beneficial owner have an aggregate U.S. dollar equivalent principal amount of $250,000 or less. Soliciting dealer fees will only be paid to retail brokers upon consummation of the exchange offers. No soliciting dealer fees will be paid if the exchange offers are not consummated, and the fees will be payable thereafter upon request by the soliciting dealers and presentation of such supporting documentation as GM may reasonably request. In addition, we will pay brokerage houses and other custodians, nominees and fiduciaries their reasonable out-of-pocket expenses

incurred in connection with forwarding copies of this prospectus and related documents to the beneficial owners of old notes and in connection with handling or forwarding tenders for exchange and payment. We will pay or cause to be paid any transfer taxes applicable to the tender of old notes.

The total estimated cash expenditures to be incurred by us in connection with the exchange offers and consent solicitations, including printing, accounting and legal fees, and the fees and expenses of the Dealer Managers, the Exchange Agent, Solicitation and Information Agent, the Settlement and Escrow Agent, Luxembourg Exchange Agent, advisors to the unofficial ad hoc bondholders committee, retail brokers and the trustee, are estimated to be approximately $215 million.

## DESCRIPTION OF GENERAL MOTORS NOVA SCOTIA FINANCE COMPANY

GM Nova Scotia is the issuer of the old GM Nova Scotia notes, which are guaranteed by GM and subject to the exchange offers. GM Nova Scotia, incorporated on September 28, 2001 as a Nova Scotia unlimited company, is a direct, wholly owned subsidiary of GM. GM Nova Scotia's registered office is located at Purdy's Wharf Tower II, 1300-1969 Upper Water Street, Halifax, Nova Scotia, B3J 3R7. GM Nova Scotia issued £600 million aggregate principal amount of old GM Nova Scotia notes in two series consisting of a £350 million series due in 2015 and a £250 million series due in 2023. GM Nova Scotia has no independent operations other than acting as a finance company for GM and its subsidiaries. GM Nova Scotia has assets consisting of two unsecured intercompany loans to General Motors of Canada Limited with an aggregate face value of approximately C$1.33 billion ("GMCL Intercompany Loans"). GM Nova Scotia is also party to two currency swap agreements with GM, pursuant to which GM Nova Scotia pays Canadian dollars and receives pounds sterling. The GMCL Intercompany Loans, together with the related swaps, fund repayment under the two series of the old GM Nova Scotia notes. As of March 31, 2009, GM Nova Scotia would owe a net liability of approximately C$632 million to GM under the swaps, if the swaps were terminated as of such date. The old GM Nova Scotia notes are fully and unconditionally guaranteed as to payment by GM. GM Nova Scotia does not, and will not, file separate reports with the SEC.

GM Nova Scotia is jointly making the exchange offers with GM in respect of the exchange offers for the old GM Nova Scotia notes. The exchange consideration being offered to holders of old GM Nova Scotia notes is the same as that being offered to holders of old GM notes. Old GM Nova Scotia notes acquired pursuant to the exchange offers or redeemed pursuant to the call option will be cancelled upon receipt by GM Nova Scotia.

In the event that we were to seek relief under the U.S. Bankruptcy Code, only the guarantee by GM of the old GM Nova Scotia notes would potentially be discharged in GM's reorganization case. The old GM Nova Scotia notes would not be cancelled and the holders thereof would not be precluded by a GM reorganization case from seeking payment from GM Nova Scotia for the balance due under the old GM Nova Scotia notes. In addition, because GM Nova Scotia is an "unlimited company," under Nova Scotia corporate law, if GM Nova Scotia is "wound up" (which includes liquidation and likely includes bankruptcy), the liquidator or trustee in bankruptcy may be able to assert a claim against GM, the shareholder of GM Nova Scotia, to contribute to GM Nova Scotia an amount sufficient for GM Nova Scotia to pay its debts and liabilities, including amounts equal to any amounts outstanding under the old GM Nova Scotia notes. It is possible that such claim for contribution may be impaired in the event GM seeks relief under the U.S. Bankruptcy Code. In addition, in the event that we were to seek relief under the U.S. Bankruptcy Code, General Motors of Canada Limited and/or GM Nova Scotia may decide to seek relief under applicable Canadian bankruptcy law, in which case the GMCL Intercompany Loans may be impaired. Each of the foregoing events may adversely affect the recovery holders of old GM Nova Scotia notes may receive on account of their old notes.

## DESCRIPTION OF AMENDED SERIES D NOTES

By tendering, and not validly withdrawing, their old Series D notes, holders of old Series D notes will irrevocably agree, in the event the exchange offers are extended beyond June 1, 2009, to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and waive any and all of the rights and remedies available to such holders, including the right to payment upon maturity, under such old Series D notes or the 1995 Indenture, in each case until the Forbearance, Waiver and Extension Termination Date, as described under "*The Exchange Offers and Consent Solicitations—Forbearance, Waiver and Extension by Holders of Old Series D Notes*." As a result, such tendered old Series D notes may be deemed to be a new security.

The following description is only a summary of the material provisions of the amended Series D notes and the 1995 Indenture governing the amended Series D notes and does not purport to be complete and is qualified in its entirety by reference to the provisions of the 1995 Indenture, including the definitions therein of certain terms used below. We urge you to read the 1995 Indenture and the amended Series D notes because these instruments, not this description, define your rights as holders of the amended Series D notes. You may request a copy of any of the 1995 Indenture or the amended Series D notes at our address set forth under the heading "*Incorporation of Certain Documents by Reference*." In the following description, "we" and "our" refer to General Motors Corporation and not its subsidiaries.

### General

The amended Series D notes have denominations of $25.00 or in integral multiples of $25.00. The amended Series D notes will be payable at the principal corporate trust office of the paying agent, which is Citibank N.A., or an office or agency maintained by us for such purpose.

The amended Series D notes are our general, unsecured obligations and are effectively subordinated to all of our existing and future secured debt, to the extent of the assets securing such debt. We expect from time to time to incur additional indebtedness and other liabilities. The 1995 Indenture does not limit the amount of indebtedness that we or any of our subsidiaries may incur.

The amended Series D notes bear interest at the rate of 1.50% interest per annum, subject to the Forbearance, Waiver and Extension. Interest on the amended Series D notes will accrue from the most recent date to which interest has been paid or provided for. Interest will be payable semiannually in arrears on June 1 and December 1 of each year to holders of record at the close of business on the May 15 or November 15 preceding such June 1 or December 1. Each payment of interest on the amended Series D notes will include interest accrued for the period commencing on, and including, the immediately preceding interest payment date through the day before the applicable interest payment date. Any payment required to be made on any day that is not a business day will be made on the next succeeding business day. Interest will be calculated using a 360-day year composed of twelve 30-day months. A "business day" is any weekday that is not a day on which banking institutions in The City of New York are authorized or obligated to close. Interest will cease to accrue on a amended series D note upon its maturity, conversion or repurchase by us at the option of a holder upon a fundamental change.

The 1995 Indenture and amended Series D notes are governed by, and construed in accordance with, the laws of the State of New York.

The amended Series D notes may be presented for conversion at the office of the conversion agent and for exchange or registration of transfer at the office of the registrar. The conversion agent and the registrar is Citibank N.A. No service charge will be made for any registration of transfer or exchange of the amended Series D notes. However, we may require the holder to pay any tax, assessment or other governmental charge payable as a result of such transfer or exchange.

We may at any time, to the extent permitted by applicable law, purchase the amended Series D notes in the open market or by tender at any price or by private agreement.

**Conversion Rights**

***General***

Holders may surrender their amended Series D notes at any time for conversion up to the second business day immediately preceding the maturity date, subject to the Forbearance, Waiver and Extension.

Holders may convert their amended Series D notes in part so long as such part is $25.00 principal amount or an integral multiple of $25.00. Upon conversion of the amended Series D notes, we will pay or deliver, as the case may be, per $25.00 principal amount of amended Series D notes to be converted, for each trading day in the relevant 40 trading day observation period (as defined below), cash in an amount equal to the applicable daily settlement amount (as defined below) of the amended Series D notes on the relevant trading day and, if applicable, cash, shares of GM common stock or a combination thereof, at our election, as described below under "*—Settlement Upon Conversion.*"

If a holder has submitted its amended Series D notes for repurchase upon a fundamental change, such holder may thereafter convert its amended Series D notes only if it has previously withdrawn its repurchase election in accordance with the terms of the 1995 Indenture.

Upon conversion of the amended Series D notes, a holder will not receive any cash payment of interest (unless such conversion occurs between a regular record date and the interest payment date to which it relates). We will not issue fractional shares of GM common stock upon conversion of the amended Series D notes. Instead, we will pay cash in lieu of any fractional shares as described below under "*—Settlement Upon Conversion.*" Our payment or delivery, as the case may be, of cash and shares of GM common stock, if any, into which the amended Series D note is convertible, together with cash in lieu of any fractional shares, will be deemed to satisfy our obligation to pay:

- the principal amount of the amended Series D note; and
- accrued but unpaid interest attributable to the period from the most recent interest payment date to the conversion date.

As a result, accrued but unpaid interest to the conversion date is deemed to be paid in full rather than cancelled, extinguished or forfeited.

Notwithstanding the preceding paragraph, if amended Series D notes are converted after a record date but prior to the next succeeding interest payment date, holders of such amended Series D notes at the close of business on the record date will receive the interest payable on such amended Series D notes on the corresponding interest payment date notwithstanding the conversion. Such amended Series D notes, upon surrender for conversion, must be accompanied by funds equal to the amount of interest payable on the amended Series D notes so converted; provided that no such payment need be made (1) if we have specified a fundamental change repurchase date that is after a record date but on or prior to the next succeeding interest payment date, (2) in respect of any conversions that occur after the record date immediately preceding the maturity date or (3) to the extent of any overdue interest that exists at the time of conversion with respect to such amended Series D note.

***Conversion Procedures***

To convert its amended Series D notes, a holder must:

- complete and manually sign the conversion notice on the back of the amended Series D note or facsimile of the conversion notice and deliver this notice to the conversion agent;
- surrender the amended Series D note to the conversion agent;
- if required, furnish appropriate endorsements and transfer documents;

- if required, pay all transfer or similar taxes; and

- if required, pay funds equal to interest payable on the next interest payment date.

The date a holder complies with these requirements is the "conversion date" under the 1995 Indenture. If a holder holds a beneficial interest in a global note, to convert such holder must comply with the last two requirements listed above and comply with DTC's procedures for converting a beneficial interest in a global note. A holder receiving shares of GM common stock upon conversion will not be entitled to any rights as a holder of GM common stock, including, among other things, the right to vote and receive dividends and notices of stockholder meetings, until the close of business on the last trading day of the relevant observation period.

***Settlement Upon Conversion***

We will satisfy our conversion obligation with respect to any amended Series D notes by paying cash up to the aggregate principal amount of amended Series D notes to be converted and paying or delivering, as the case may be, cash, shares of GM common stock or a combination thereof, at our election, with respect to the remainder, if any, of our conversion obligation, as described below.

We will pay an amount in cash equal to the principal return of the amended Series D notes converted for each trading day in the relevant observation period, calculated as described below. In addition, if the daily conversion value exceeds the principal return of the converted amended Series D notes on any trading day during such observation period, in addition to paying the principal return of the converted amended Series D notes in cash for each such trading day, we will also pay or deliver, as the case may be, cash, shares of GM common stock or a combination thereof, at our election, with a value equal to the excess of the daily conversion value over the principal return of the converted amended Series D notes for such trading day, all calculated as described below. We will settle conversions of the amended Series D notes on the third trading day immediately following the last day of the relevant observation period by paying and delivering, as the case may be, cash and shares of GM common stock, if applicable, in an amount equal to the sum of the "daily settlement amounts" (as defined below) for each of the 40 trading days during such observation period.

The "observation period" with respect to any amended Series D note means the 40 trading day period beginning on (and including) the 42nd scheduled trading day immediately preceding the maturity date.

The "daily settlement amount" for each of the 40 trading days during the observation period means:

- an amount of cash equal to the lesser of (x) $0.625 and (y) the daily conversion value for such trading day (the "principal return"); and

- if such daily conversion value exceeds $0.625, a number of shares of GM common stock (the "daily share amount"), subject to our right to pay cash in lieu of all or a portion of such shares, as described below, equal to (A) the difference between such daily conversion value and $0.625, divided by (B) the "daily VWAP" (as defined below) of GM common stock for such trading day.

By the close of business on the business day immediately preceding the first scheduled trading day of the relevant observation period, we may specify a percentage of the daily share amounts for the relevant observation period (or for certain specified holders with a given observation period) that will be settled in cash (the "cash percentage"), and we will concurrently notify you and the paying agent of such cash percentage (the "cash percentage notice"). We need not treat all converting holders with the same observation period in the same manner. So long as we provide notice of the relevant cash percentage as described in the first sentence of this paragraph, we may choose with respect to all or any portion of converting holders with the same observation period to specify a cash percentage, or we may specify different cash settlement percentages for each such holder. If we elect to specify a cash percentage, the amount of cash that we will deliver in lieu of all or the applicable portion of the daily share amount in respect of each trading day in the relevant observation period will

equal: (i) the cash percentage, *multiplied by* (ii) the daily share amount for such trading day (assuming we had not specified a cash percentage), *multiplied by* (iii) the daily VWAP for such trading day. The number of shares of GM common stock deliverable in respect of each trading day in the relevant observation period will be a percentage of the daily share amount (assuming we had not specified a cash percentage) equal to 100% *minus* the cash percentage. If we do not specify a cash percentage, we must settle 100% of the daily share amount for each trading day in such observation period with shares of GM common stock; *provided, however*, that we will pay cash in lieu of any fractional shares as described below. We may, at our option, revoke any cash percentage notice by notifying the holders and the paying agent; *provided* that we must revoke such notice and so notify holders and the paying agent on or prior to the close of business on the scheduled trading day immediately preceding the first scheduled trading day of the relevant observation period.

The "daily conversion value" means, for each of the 40 consecutive trading days during the observation period, 1/40th of the product of (1) the applicable conversion rate and (2) the "daily VWAP" (as defined below) of GM common stock (or the consideration into which shares of GM common stock have been converted in connection with certain corporate transactions) on such trading day.

The "daily VWAP" of GM common stock means, for each of the 40 consecutive trading days during the observation period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page GM.N <equity> AQR (or any equivalent successor page) in respect of the period from the scheduled open of trading on the principal U.S. national or regional securities exchange or market on which GM common stock is listed or admitted for trading to the scheduled close of trading on such exchange or market on such trading day (without regard to after-hours trading), or if such volume-weighted average price is unavailable, the market value of one share of GM common stock on such trading day using a volume-weighted method as determined by a nationally recognized independent investment banking firm retained for this purpose by us.

"Trading day" means a day during which (i) trading in GM common stock generally occurs on the principal U.S. national or regional securities exchange or market on which GM common stock is listed or admitted for trading and (ii) there is no "VWAP market disruption event" (as defined below). If GM common stock is not so listed or traded, then "trading day" means a business day.

"VWAP market disruption event" means (i) a failure by the principal U.S. national or regional securities exchange or market on which GM common stock is listed or admitted to trading to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m., New York City time, on any scheduled trading day for GM common stock for an aggregate one half-hour period of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in GM common stock or in any options contracts or futures contracts relating to GM common stock.

"Scheduled trading day" means a day that is scheduled to be a trading day.

We will deliver cash in lieu of any fractional shares of GM common stock deliverable upon conversion based on the closing price (as defined below) of GM common stock on the last trading day of the relevant observation period. In respect of any conversion, the fractional amount of a share to be delivered, if any, will be based on the sum of the daily share amounts for all trading days in the observation period (rather than on a per trading day basis).

The "closing price" of GM common stock or any other security on any date means the closing sale price per share (or, if no closing 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 that date as reported in composite transactions for the principal U.S. securities exchange on which GM common stock or such other security is traded. If GM common stock or such other security is not listed for trading on a U.S. national or regional securities exchange on

the relevant date, the "closing price" will be the last quoted bid price for GM common stock or such other security in the over-the-counter market on the relevant date as reported by the National Quotation Bureau or similar organization. If GM common stock or such other security is not so quoted, the closing price will be the average of the mid-point of the last bid and ask prices for GM common stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected by us for this purpose. The closing price will be determined without reference to extended or after hours trading.

**Adjustment To Conversion Rate**

***General***

The conversion rate on the amended Series D notes will not be adjusted for accrued interest. We will adjust the conversion rate on the amended Series D notes if any of the following events occur:

(i) We issue dividends or distributions on shares of GM common stock payable in shares of GM common stock.

(ii) We subdivide, combine or reclassify shares of GM common stock.

(iii) We distribute to all holders of shares of GM common stock rights, options or warrants to purchase shares of GM common stock for a period expiring within 45 days of the record date for such distribution at less than the average of the closing prices for the ten consecutive trading days immediately preceding the public announcement of such distribution.

(iv) We distribute to all holders of shares of GM common stock our capital stock, assets (including shares of any subsidiary or business unit of ours) or debt securities or certain rights to purchase our securities (excluding (1) any dividends or distributions described in clause (i) above, (2) any rights, options or warrants described in clause (iii) above and (3) any dividends or other distributions described in clause (v) or clause (vi) below), in which event the conversion rate will be adjusted by multiplying such conversion rate by a fraction,

- the numerator of which will be the current market price (as defined below) of GM common stock, and
- the denominator of which will be the current market price of GM common stock, minus the fair market value, as determined by our board of directors, of the portion of those assets, debt securities, shares of capital stock or rights so distributed applicable to one share of GM common stock.

Notwithstanding anything to the contrary in this clause (iv), if we distribute capital stock of, or similar equity interests in, a subsidiary or other business unit of ours, then the conversion rate will be adjusted based on the market value of the securities so distributed relative to the market value of GM common stock, in each case based on the average closing price of those securities for the ten trading days commencing on, and including, the fifth trading day after the "ex-date" (as defined below) for such distribution on the New York Stock Exchange or such other national or regional exchange or market on which the securities are then listed or quoted.

(v) We distribute any regular, quarterly cash dividend or distribution to all holders of GM common stock during any quarterly fiscal period that does not equal $0.25 per share (the "dividend threshold"), in which event the conversion rate will be adjusted as follows:

- if the per share amount of such regular, quarterly cash dividend or distribution is greater than the dividend threshold, the conversion rate will be adjusted by multiplying such conversion rate by a fraction,
  - the numerator of which will be the closing price of GM common stock on the trading day immediately preceding the ex-date for such dividend or distribution, and

- the denominator of which will be the closing price of GM common stock on the trading day immediately preceding the ex-date for such dividend or distribution, minus the amount in cash per share we distribute to all holders of GM common stock in excess of the dividend threshold; and

- if the per share amount of such regular, quarterly cash dividend or distribution is less than the initial dividend threshold (which, for the avoidance of doubt, would include the failure to pay any regular, quarterly cash dividend or distribution during the relevant quarterly fiscal period, in which case we will be deemed to have declared and paid a cash dividend of $0.00, the ex-date of which will be deemed to be the second to last trading day of the applicable fiscal period), the conversion rate will be adjusted by multiplying such conversion rate by a fraction,

  - the numerator of which will be the closing price of GM common stock on the trading day immediately preceding the ex-date for such dividend or distribution, and

  - the denominator of which will be the closing price of GM common stock on the trading day immediately preceding the ex-date for such dividend or distribution, plus the amount of the dividend threshold in excess of cash per share we distribute to all holders of GM common stock.

(vi) We distribute any cash dividend or distribution that is not a regular, quarterly cash dividend or distribution to all holders of GM common stock, in which event the conversion rate will be adjusted by multiplying such conversion rate by a fraction,

- the numerator of which will be the closing price of GM common stock on the trading day immediately preceding the ex-date for such dividend or distribution, and

- the denominator of which will be the closing price of GM common stock on the trading day immediately preceding the ex-date for such dividend or distribution, minus the amount of cash per share that we distribute to all holders of GM common stock.

(vii) We or any of our subsidiaries distribute cash or other consideration in respect of a tender offer or exchange offer for GM common stock, where such cash and the value of any such other consideration per share of GM common stock validly tendered or exchanged exceeds the closing price of GM common stock on the trading day immediately following the last date on which tenders or exchanges may be made pursuant to the tender or exchange offer, in which event the conversion rate will be adjusted by multiplying such conversion rate by a fraction,

- the numerator of which will be the sum of (1) the fair market value, as determined by our board of directors, of the aggregate consideration payable for all shares of GM common stock we purchase in such tender or exchange offer and (2) the product of the number of shares of GM common stock outstanding, less any such purchased shares, and the closing price of GM common stock on the trading day immediately following the last date on which tenders or exchanges may be made pursuant to the tender or exchange offer, and

- the denominator of which will be the product of the number of shares of GM common stock outstanding, including any such purchased shares, and the closing price of GM common stock on the trading day immediately following the last date on which tenders or exchanges may be made pursuant to the tender or exchange offer.

“Capital stock” for any corporation means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in stock issued by that corporation.

“Current market price” of GM common stock on any day means the average of the closing prices of GM common stock for each of the five consecutive trading days ending on the earlier of the day in question and the day before the “ex-date” with respect to the dividend or distribution requiring such computation.

"Ex-date" means, with regard to any dividend or distribution on GM common stock, the first date on which the shares of GM common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such dividend or distribution.

If we elect to make a distribution described in clause (iii), (iv), (v), (vi) or (vii) of the preceding paragraph that has a per share value equal to more than 15% of the closing price of GM common stock on the day preceding the first public announcement of such distribution, we will be required to give notice to the holders of amended Series D notes at least 50 business days prior to the ex-date for such distribution.

No adjustment to the conversion rate will be made if holders of amended Series D notes participate (as a result of holding the amended Series D notes, and at the same time as holders of GM common stock participate) in any of the transactions described above as if such holders of the amended Series D notes held a number of shares of GM common stock equal to the conversion rate, *multiplied by* the principal amount (expressed as a multiple of $25.00) of the amended Series D notes held by such holder, without having to convert their amended Series D notes.

To the extent that any future rights plan (*i.e.*, a poison pill) adopted by us is in effect at the time of conversion, upon such conversion, a holder will receive, in addition to any GM common stock received in connection with such conversion, the rights under the rights plan, unless prior to any conversion, the rights have separated from the GM common stock, in which case the conversion rate will be adjusted at the time of separation as if we distributed to all holders of GM common stock, shares of our capital stock, assets, debt securities or certain rights to purchase our securities as described in clause (iv) above, subject to readjustment in the event of the expiration, termination or redemption of such rights. Any distribution of rights or warrants pursuant to a rights plan that would allow a holder to receive upon conversion, in addition to any shares of GM common stock, the rights described therein (unless such rights have separated from GM common stock) shall not constitute a distribution of rights that would entitle a holder to an adjustment to the conversion rate.

We may, from time to time, increase the conversion rate for a period of at least 20 days. Our determination to increase the conversion rate will be conclusive. We will give holders at least five business days' notice of any increase in the conversion rate. We may also increase the conversion rate if we deem it advisable to avoid or diminish any income tax to holders of GM common stock resulting from any stock or rights distribution.

Notwithstanding anything in this section "*Adjustment to Conversion Rate—General*" to the contrary, we will not be required to adjust the conversion rate unless the adjustment would result in a change of at least 1% of such conversion rate. However, we will carry forward any adjustments that are less than 1% of such conversion rate and take them into account when determining subsequent adjustments. In addition, we will make any carry forward adjustments not otherwise affected on or prior to the 43rd scheduled trading day immediately preceding the maturity date and on each trading day thereafter. Except as stated above, the conversion rate will not be adjusted for the issuance of shares of GM common stock or any securities convertible into or exchangeable for shares of GM common stock or carrying the right to purchase GM common stock or any such security.

***Conversions After Reclassifications, Consolidations, Mergers and Certain Sales and Conveyances of Assets***

In the event of:

- any reclassification of GM common stock,
- a consolidation, merger or combination involving us or
- a sale or conveyance to another person of all or substantially all of our assets,

in each case, in which holders of outstanding GM common stock would be entitled to receive cash, securities or other property for their shares of GM common stock, if a holder converts its amended Series D notes on or after

the effective date of any such event, the amended Series D notes will be convertible into (1) cash in an amount equal to the portion of our conversion obligation that we have elected to settle with cash; and (2) in lieu of the shares of GM common stock otherwise deliverable, if any, the same type (in the same proportions) of consideration received by holders of GM common stock in the relevant event ("reference property"). In addition, the amount of cash and reference property, if any, you receive will be based on the daily settlement amounts of reference property and the applicable conversion rate, as described above under "*—Conversion Rights*."

For purposes of the foregoing, if holders of GM common stock have the right to elect the form of consideration received in any such reclassification, consolidation, merger, combination, sale or conveyance, then the type and amount of consideration that a holder of GM common stock would have been entitled to in the applicable transaction will be deemed to be the weighted average of the types and amounts of consideration received by the holders of GM common stock upon the occurrence of such event.

***Adjustment to Conversion Rate Upon a Make-Whole Fundamental Change***

Upon the occurrence, on or prior to the second business day immediately preceding the maturity date, of any "make-whole fundamental change," which means:

- any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, recapitalization or otherwise) in connection with which 90% or more of GM common stock is exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration 10% or more of which is not common stock that is listed on, or immediately after the transaction or event will be listed on, a United States national securities exchange; or

- any "person" or "group" (as such terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act, whether or not applicable), other than General Motors or any majority-owned subsidiary of General Motors or any employee benefit plan of General Motors or such subsidiary, becomes the "beneficial owner," directly or indirectly, of more than 50% of the total voting power in the aggregate of all classes of capital stock then outstanding entitled to vote generally in elections of our directors;

if a holder elects to convert its amended Series D notes in connection with such make-whole fundamental change, we will, under certain circumstances, increase the conversion rate for the amended Series D notes so surrendered for conversion by a number of additional shares of GM common stock (the "make-whole shares"), as described below. A conversion of amended Series D notes will be deemed for these purposes to be "in connection with" such make-whole fundamental change if the notice of conversion of the amended Series D notes is received by the conversion agent from, and including, the effective date of the make-whole fundamental change up to, and including, the 45th day immediately following the effective date of such make-whole fundamental change (or if the transaction also constitutes a fundamental change, the repurchase date for such fundamental change). If we fail to notify holders of the effective date of any make-whole fundamental change within 15 days of such effective date, the period during which holders may surrender their amended Series D notes for conversion and receive the relevant make-whole shares will be extended by the number of days that such notification is delayed or not otherwise provided to holders beyond the specified notice deadline.

The number of make-whole shares will be determined by reference to the table below and is based on the date on which such make-whole fundamental change becomes effective (the "effective date") and the price paid per share of GM common stock in the make-whole fundamental change (in the case of a make-whole fundamental change described in the first bullet of the definition of make-whole fundamental change in which holders of GM common stock receive only cash), or in the case of any other make-whole fundamental change, the average of the closing prices per share of GM common stock over the five trading day period ending on the trading day preceding the effective date of such other make-whole fundamental change (the "stock price").

The stock prices set forth in the top row of the table below will be adjusted as of any date on which the conversion rate of the amended Series D notes is adjusted. The adjusted stock prices will equal the stock prices

immediately prior to such adjustment, *multiplied by* a fraction, the numerator of which is the conversion rate immediately prior to the adjustment giving rise to the stock price adjustment and the denominator of which is the conversion rate as so adjusted. In addition, the number of make-whole shares will be subject to adjustment in the same manner as the conversion rate as set forth above under "*Adjustment To Conversion Rate—General*."

The following table sets forth the stock price and number of make-whole shares of GM common stock to be added to the conversion rate per $25.00 principal amount of the amended Series D notes:

| | Stock Price | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Effective Date** | **30.47** | **31.25** | **32.50** | **33.75** | **35.00** | **36.25** | **37.50** | **40.00** | **42.50** | **45.00** | **47.50** | **50.00** |
| March 1, 2009 | 0.1368 | 0.1190 | 0.0945 | 0.0738 | 0.0566 | 0.0427 | 0.0316 | 0.0164 | 0.0079 | 0.0035 | 0.0014 | 0.0005 |
| June 1, 2009 | 0.1368 | 0.1163 | 0.0855 | 0.0570 | 0.0306 | 0.0059 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |

The amended Series D notes set forth stock prices and make-whole amounts of GM common stock which are to be used in the calculation of the conversion rate per $25.00 principal amount of the amended Series D notes. The exact stock prices and effective dates may not be set forth in the amended Series D notes, in which case:

- if the stock price is between two stock prices in the table above or the effective date is between two effective dates in the table above, the make-whole shares issued upon conversion of the amended Series D notes will be determined by straight-line interpolation between the number of make-whole shares set forth for the higher and lower stock prices and/or the earlier and later effective dates, as applicable, based on a 365-day year;

- if the stock price is greater than $60.00 per share of GM common stock (subject to adjustment in the same manner as the stock prices set forth in the table above), no make-whole shares will be issued upon conversion of the amended Series D notes; and

- if the stock price is less than $30.47 per share of GM common stock (subject to adjustment in the same manner as the stock prices set forth in the table above), no make-whole shares will be issued upon conversion of the amended Series D notes.

Notwithstanding anything in this section "*Adjustment to Conversion Rate Upon a Make—Whole Fundamental Change*" to the contrary, the conversion rate of the amended Series D notes shall not exceed 0.8205 per $25.00 principal amount of amended Series D notes, subject to adjustment in the same manner as the conversion rate as set forth above under "*Adjustment to Conversion Rate—General*."

Our obligation to deliver the make-whole shares could be considered a penalty, in which case the enforceability of our obligation to deliver make-whole shares would be subject to general principles of reasonableness of economic remedies.

**Optional Redemption by General Motors**

The amended Series D notes may not be redeemed by us prior to the maturity date.

**Repurchase at the Option of the Holder Upon a Fundamental Change**

If a fundamental change, as described below, occurs at any time prior to the maturity of the amended Series D notes, each holder may require us to repurchase such holder's amended Series D notes for cash, in whole or in part, on a repurchase date that is 30 days after the date of our notice of the fundamental change (the "fundamental change repurchase date"). We will mail to all record holders a notice of a fundamental change within 15 days after it has occurred. This notice will state, among other things:

- the fundamental change repurchase price;

- the fundamental change repurchase date; and

- the procedures that holders must follow to require us to repurchase their amended Series D notes.

We will repurchase the amended Series D notes for cash at a price equal to 100% of the principal amount to be repurchased, plus accrued interest to, but excluding, the fundamental change repurchase date; *provided, however,* that if a fundamental change repurchase date falls after a record date and on or prior to the corresponding interest payment date, we will pay the full amount of accrued and unpaid interest, if any, on such interest payment date to the holder of record at the close of business on the corresponding record date (which may or may not be the same person to whom we will pay the fundamental change repurchase price) and the fundamental change repurchase price will equal 100% of the principal amount of the amended Series D notes repurchased.

If you elect to require us to repurchase your amended Series D notes, you must deliver to us or our designated agent, on or before the business day immediately preceding the fundamental change repurchase date, a notice stating:

- if certificated amended Series D notes have been issued, the amended Series D note certificate numbers (or, if amended Series D notes are not certificated, the repurchase notice must comply with appropriate procedures of DTC);
- the portion of the principal amount of amended Series D notes to be repurchased, which must be in integral multiples of $25.00; and
- that the amended Series D notes are to be repurchased by us pursuant to the applicable provisions of the amended Series D notes and the 1995 Indenture.

Holders may withdraw any written repurchase notice by delivering a written notice of withdrawal to the paying agent up to the close of business on the business day prior to the repurchase date. Any withdrawal notice must state:

- the principal amount of the withdrawn amended Series D notes, which must be in integral multiples of $25.00;
- if certificated amended Series D notes have been issued, the certificate numbers of the withdrawn amended Series D notes (or, if amended Series D notes are not certificated, the withdrawal notice must comply with appropriate DTC procedures); and
- the principal amount of amended Series D notes, if any, that remains subject to the repurchase notice.

Payment of the fundamental change repurchase price for the amended Series D note will be made on the later of the fundamental change repurchase date and the time of book-entry transfer or delivery of the amended Series D note.

A “fundamental change” of GM is any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, recapitalization or otherwise) in connection with which 90% or more of GM common stock is exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration 10% or more of which is not common stock that is listed on, or immediately after the transaction or event will be listed on, a United States national securities exchange, but only if such transaction or event also includes either of the following:

- the filing by any person, including our affiliates and associates, other than us and our employee benefit plans, of a Schedule 13D or Schedule TO, or any successor schedule, form or report, under the Exchange Act, disclosing that such person has become the beneficial owner of 50% or more of the voting power of GM common stock or other capital stock into which GM common stock is reclassified or exchanged; or
- the consummation of any share exchange, consolidation or merger pursuant to which GM common stock would be converted to cash, securities or other property, other than any share exchange, consolidation or merger of GM in which the holders of GM common stock immediately prior to the share exchange, consolidation or merger have, directly or indirectly, at least a majority of the total voting power in the aggregate of all classes of capital stock of the continuing or surviving corporation immediately after the share exchange, consolidation or merger.

We will comply with any tender offer rules under the Exchange Act that may be applicable to the fundamental change repurchase feature.

No amended Series D notes may be repurchased by us at the option of the holders upon a fundamental change if the principal amount of the amended Series D notes has been accelerated (other than as a result of a failure to pay the relevant fundamental change repurchase price), and such acceleration has not been rescinded, on or prior to such date.

These fundamental change repurchase rights could discourage a potential acquiror of GM. However, this fundamental change repurchase feature is not the result of management's knowledge of any specific effort to obtain control of GM by means of a merger, tender offer or solicitation, or part of a plan by management to adopt a series of anti-takeover provisions. Instead, the fundamental change repurchase feature is a standard term contained in other similar debt offerings and the terms of such feature have resulted from negotiations between us and the underwriters. The term "fundamental change" is limited to specified transactions and may not include other events that might adversely affect our financial condition or business operations. Our obligation to offer to repurchase the amended Series D notes upon a fundamental change would not necessarily afford you protection in the event of a leveraged transaction, reorganization, merger or similar transaction involving GM.

We may be unable to repurchase the amended Series D notes in the event of a fundamental change. In such event, if a fundamental change were to occur, we may not have enough funds to pay the fundamental change repurchase price for all amended Series D notes to be repurchased. Credit agreements or other agreements relating to our or any successor company's indebtedness may contain provisions prohibiting repurchase of the amended Series D notes under certain circumstances, or expressly prohibit repurchase of the amended Series D notes upon a fundamental change or may provide that a fundamental change constitutes an event of default under that agreement. If a fundamental change occurs at a time when repurchasing the amended Series D notes is prohibited, we could seek lender consent to repurchase the amended Series D notes or attempt to refinance this debt. If such consent or refinancing were not obtained, we would not be permitted to repurchase the amended Series D notes. Our failure to repurchase amended Series D notes would constitute an event of default under the 1995 Indenture, which might constitute a default under the terms of our other indebtedness.

**Events of Default and Acceleration**

The following constitutes an event of default with respect to the amended Series D notes:

- default in payment of any principal or premium, if any, on the amended Series D notes;
- default for 30 days in payment of any interest on the amended Series D notes;
- default for 90 days after notice in performance of any other covenant in the 1995 Indenture;
- certain events of bankruptcy, insolvency or reorganization;
- our failure to issue notice of a fundamental change, which failure continues for a period of (x) five business days (in the case of a fundamental change, the occurrence of which is not publicly announced) or (y) five business days after written notice of such failure has been provided to us by the trustee or a holder of amended Series D notes (in the case of a fundamental change, the occurrence of which is publicly announced); or
- our failure to comply with our obligation to convert the amended Series D notes into cash and shares of GM common stock, if any, as described under "*Conversion Rights—Settlement Upon Conversion*."

**Discharge of the 1995 Indenture**

We may satisfy and discharge our obligations under the 1995 Indenture with respect to the amended Series D notes by delivering to the trustee for cancellation all outstanding amended Series D notes or by depositing with the trustee, the paying agent or the conversion agent, if applicable after the amended Series D notes have become due and payable, whether at the stated maturity for the amended Series D notes, on a fundamental change

repurchase date, upon conversion or otherwise, cash or cash and shares of GM common stock, if any, solely to satisfy outstanding conversions, if applicable, pursuant to the terms of the indenture sufficient to pay all of the outstanding amended Series D notes, and paying all other sums payable under the indenture by us.

**Calculations in Respect of the Amended Series D Notes**

We are responsible for making all calculations called for under the amended Series D notes. These calculations include, but are not limited to, the daily conversion value, the daily settlement amount, the conversion date, the daily VWAP, the observation period, the trading prices (as defined below) of the amended Series D notes, the closing price, the conversion price, the conversion rate and the number of shares of GM common stock, if any, to be issued upon conversion of the amended Series D notes. We will make all these calculations in good faith and, absent manifest error, our calculations will be final and binding on holders of amended Series D notes. We will provide a schedule of our calculations to the paying agent, and the paying agent is entitled to rely upon the accuracy of our calculations without independent verification.

The "trading price" of the amended Series D notes on any date of determination means the average of the secondary market bid quotations obtained by the conversion agent for $10.0 million principal amount of amended Series D notes at approximately 3:30 p.m., New York City time, on such determination date from three independent U.S. nationally recognized securities dealers we select; provided that if three such bids cannot reasonably be obtained by the conversion agent, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained by the conversion agent, that one bid shall be used.

**Modification and Waiver**

The terms of the amended series D notes and the rights of the holders of the amended series D notes may, in each case, be modified or amended with the consent of the holders of not less than a majority in aggregate principal amount of the amended series D notes at the time outstanding under the 1995 Indenture; provided that, without the consent of the holder of each amended series D note so affected, no such modification or amendment shall:

- change the fixed maturity of any amended series D notes, or reduce the principal amount thereof, or premium, if any, or reduce the rate or extend the time of payment of interest thereon, or additional amounts thereon, or reduce the amount due and payable upon acceleration of the maturity thereof or the amount provable in bankruptcy, or make the principal of, or premium, if any, or interest, if any, or additional amounts, if any, on any amended series D notes payable in any currency other than that provided in such amended series D notes;

- change in any manner adverse to the holders (A) the amounts payable upon the redemption of the amended series D notes, (B) the dates, if any, on which the holders have the right to require GM to repurchase the amended series D notes, or the transactions or events, if any, upon which the holders have the right to require GM to repurchase the amended series D notes or the amounts payable upon the repurchase thereof or (C) the circumstances, if any, under which the holders have the right to convert the amended series D notes or the amounts receivable upon conversion thereof (but excluding from operation of this clause any adjustment to the conversion rate);

- impair the right to institute suit for the enforcement of any such payment on or after the maturity date thereof (or, in case of redemption, on or after the redemption date thereof); or

- reduce the foregoing percentage of amended series D notes, the consent of the holders of which is required for any such modification or the percentage required for the consent of the holders waive defaults.

To the extent that any modification or amendment shall affect any other series of notes at the time outstanding under the 1995 Indenture, the holders of amended series D notes shall vote together with the holders of such other notes as one class.

**Concerning the Trustee**

Wilmington Trust Company serves as trustee under the 1995 Indenture. The Corporate Trust Office of the trustee is currently located at 1100 N. Market Street, Wilmington, Delaware 19890-0001, U.S.A. Attention: Corporate Capital Market Services. Citibank, N.A. will serve as the paying agent and conversion agent and will be designated by GM as the initial transfer agent and registrar for the amended Series D notes. The office of the paying agent is currently located at 111 Wall Street, New York, N.Y. 10005, U.S.A. Attention: Citibank Agency & Trust.

The 1995 Indenture provides that the trustee, prior to the occurrence of an event of default or, if any events of default have occurred, after they have been cured, undertakes to perform such duties and only such duties as are specifically set forth in the 1995 Indenture. If an event of default has occurred (which has not been cured), the trustee will perform such duties using the same degree of care and skill in its exercise of the rights and powers vested in it by the 1995 Indenture as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The 1995 Indenture also provides that the trustee or any agent of GM or the trustee, in their individual or any other capacity, may become the owner or pledgee of amended Series D notes with the same rights it would have if it were not the trustee; provided, however, that all moneys received by the trustee or any paying agent shall, until used or applied as provided in the 1995 Indenture, be held in trust thereunder for the purposes for which they were received and need not be segregated from other funds except to the extent required by law.

## DESCRIPTION OF CERTAIN OTHER MATERIAL INDEBTEDNESS

The following descriptions are only summaries of the material provisions of the agreements summarized and do not purport to be complete and are qualified in their entirety by reference to provisions of the agreements being summarized. We urge you to read the agreements governing each of the senior secured loan facilities described below. Copies of the agreements are contained in our filings with the SEC and can be obtained as described under the heading "*Where You Can Find More Information*." You may also request a copy of these agreements at our address set forth under the heading "*Incorporation of Certain Documents by Reference*." In the following description, "GM," "we" and "our" refer to General Motors Corporation and not its subsidiaries.

### U.S. Treasury Loan Agreements

On December 31, 2008, we and certain of our domestic subsidiaries entered into the First U.S. Treasury Loan Agreement with the U.S. Treasury (the "Facility"), pursuant to which the U.S. Treasury agreed to provide us with a $13.4 billion secured term loan facility. We borrowed $4.0 billion under the First U.S. Treasury Loan Agreement on December 31, 2008, $5.4 billion on January 21, 2009, and $4.0 billion on February 17, 2009.

The loans under the First U.S. Treasury Loan Agreement (the "Loans") are scheduled to mature on December 30, 2011, unless the maturity date is accelerated. The maturity date may be accelerated if the President's designee has not certified our Viability Plan by the deadline for such certification, as described under "*The Restructuring—Viability Plan*." Each Loan accrues interest at a rate per annum equal to the three-month LIBOR rate (which will be no less than 2.0%) plus 3.0%.

We are required to prepay the Loans from the net cash proceeds received from certain dispositions of collateral securing the Loans, the incurrence of certain debt and certain dispositions of unencumbered assets. We may also voluntarily repay the Loans in whole or in part at any time. Once repaid, amounts borrowed under the First U.S. Treasury Loan Agreement may not be reborrowed.

Each of our domestic subsidiaries that executed the First U.S. Treasury Loan Agreement (the "Guarantors") guaranteed our obligations under the First U.S. Treasury Loan Agreement and the other Guarantors' obligations under the other loan documents pursuant to a guaranty and security agreement, dated as of December 31, 2008, made by the Guarantors in favor of the U.S. Treasury. The Facility is secured by substantially all of our and the Guarantors' assets that were not previously encumbered, including our and the Guarantors' equity interests in most of our and the Guarantors' domestic subsidiaries and our and the Guarantors' intellectual property, real estate (other than manufacturing plants or facilities), inventory that was not pledged to other lenders and cash and cash equivalents in the U.S., subject to certain exclusions. The Facility is also secured by our and the Guarantors' equity interests in certain of our and the Guarantors' foreign subsidiaries (limited in most cases to 65% of the equity interests of the pledged foreign subsidiaries due to tax considerations), subject to certain exclusions. The equity interests in domestic and foreign subsidiaries that have been pledged to the U.S. Treasury have been pledged pursuant to an equity pledge agreement, dated as of December 31, 2008, made by us and certain of the Guarantors in favor of the U.S. Treasury.

The assets excluded from the U.S. Treasury's security interest include, among other things, assets to the extent the grant of a security interest in such asset: is prohibited by law or requires a consent under law that has not been obtained, is contractually prohibited or would constitute a breach or default under or results in the termination of a contract or would require a third party consent that has not been obtained, or would result in a lien, or an obligation to grant a lien in such asset to secure any other obligations. We have agreed with the U.S. Treasury to take, or use best efforts to take, certain actions with respect to the U.S. Treasury's security interests in the collateral securing the First U.S. Treasury Loan Agreement and other property (including using our best efforts to obtain the consent of certain lenders with existing liens on assets, to enable us to grant junior liens on those assets in favor of the U.S. Treasury to secure the First U.S. Treasury Loan Agreement). On February 11, 2009 we and Saturn Corporation ("Saturn") granted to the U.S. Treasury a junior lien security interest in our and

Saturn's assets securing the obligations under and as provided in our revolving credit facility, and on February 17, 2009, we granted to the U.S. Treasury a junior lien security interest in our assets securing the obligations under our secured credit facility with GELCO Corporation d/b/a GE Fleet Services.

The First U.S. Treasury Loan Agreement contains various representations and warranties that were made by us and the Guarantors on the initial funding date and will be required to be made on each subsequent funding date (and certain other dates). The First U.S. Treasury Loan Agreement also contains various affirmative covenants requiring us and the Guarantors to take certain actions and negative covenants restricting our and their ability to take certain actions. The affirmative covenants are generally applicable to us and the Guarantors and impose obligations on us and them with respect to, among other things, financial and other reporting to the U.S. Treasury (including periodic confirmation of compliance with certain expense policies and executive privilege and compensation requirements), financial covenants (as may be required by the President's Designee, beginning after March 31, 2009), corporate existence, use of proceeds, maintenance of facility collateral and other property, payment of obligations, compliance with certain laws, compliance with various restrictions on executive privileges and compensation, divestment of corporate aircraft, a corporate expense policy, progressing on a viability plan, and a cash management plan.

We and the Guarantors are also required to provide the President's Designee with advance notice of proposed transactions outside the ordinary course of business that are valued at more than $100 million and the President's Designee may prohibit any such transaction if the President's Designee determines it would be inconsistent with, or detrimental to, our or the Guarantors' long-term viability. The "President's Designee" means one or more officers from the Executive Branch appointed by the President of the United States to monitor and oversee the restructuring of the U.S. domestic automobile industry, and if no officer has been appointed (as is the case), the Secretary of the U.S. Treasury.

The negative covenants in the First U.S. Treasury Loan Agreement generally apply to us and the Guarantors and restrict us and them with respect to, among other things, fundamental changes, lines of business, transactions with affiliates, liens, distributions, amendments or waivers of certain documents, prepayments of senior lien loans, change of the fiscal year, negative pledge clauses, indebtedness, investments, ERISA and other pension fund matters, the collateral securing the Facility, sales of assets and joint venture agreements.

The First U.S. Treasury Loan Agreement also contains various events of default and entitles the U.S. Treasury to accelerate the repayment of the Loans upon the occurrence and during the continuation of an event of default. In addition, upon the occurrence and continuation of any default or event of default, at the U.S. Treasury's option, the interest rate applicable to the Loans can be increased to a rate per annum equal to 5.0% per annum plus the interest rate otherwise applicable to the Loans (or if no interest rate is otherwise applicable, the three-month LIBOR rate plus 3.0%) from the date of such default or event of default until such amount is paid in full. The events of default relate to, among other things, our failure to pay principal or interest on the Loans; the Guarantors' failure to pay on their guarantees; the failure to pay other amounts due under the loan documents; the failure to perform the covenants in the related loan documents; the representations and warranties in the First U.S. Treasury Loan Agreement or in any other loan document being false or misleading in any material respect; undischarged judgments in excess of $500 million; certain bankruptcy events; the termination of any loan documents, the invalidity of security interests in the collateral or the unforceability of our and the Guarantors' obligations; certain prohibited transactions under ERISA; a change of control; a default under indebtedness if the default permits or causes the holder to accelerate the maturity of indebtedness in excess of $100 million; the failure to comply with any law that results in a material adverse effect or any loan party or the collateral securing the Facility; the entry into a transaction prohibited by the President's Designee; or the failure to comply with the warrant granted to, or the warrant agreement entered into with, the U.S. Treasury at the time of entering into the First U.S. Treasury Loan Agreement.

In connection with our entry into the First U.S. Treasury Loan Agreement and as additional consideration to the U.S. Treasury for the extension of credit thereunder, we issued to the U.S. Treasury pursuant to a warrant

agreement, dated December 31, 2008, between us and the U.S. Treasury: (1) a warrant to purchase up to 122,035,597 shares of GM common stock, and (2) the U.S. Treasury Promissory Note in the principal amount of $748.6 million.

The First U.S. Treasury Loan Agreement also required us to achieve certain restructuring targets within designated time frames and to deliver and implement a viability plan setting forth specific actions intended to achieve these restructuring targets. For a more detailed description of the restructuring targets required under the First U.S. Treasury Loan Agreement and the specific actions required by our Viability Plan, see "*The Restructuring*."

On January 16, 2009, we entered into the Second U.S. Treasury Loan Agreement, pursuant to which we borrowed approximately $884.0 million from the U.S. Treasury and applied the proceeds of the loan to purchase additional membership interests in GMAC, increasing our common equity interest in GMAC from 49% to 59.9%. This loan is scheduled to mature on January 16, 2012, unless the maturity date is accelerated as provided in the Second U.S. Treasury Loan Agreement. The material terms of the Second U.S. Treasury Loan Agreement are substantially similar to the terms of the First U.S. Treasury Loan Agreement, except that: (1) there are no guarantors for this loan; (2) the collateral for this loan consists of the entire common equity interest in GMAC and the preferred membership interest in GMAC; (3) the U.S. Treasury has the right to exchange our obligations in respect of this loan for the additional membership interests in GMAC that we purchased with the proceeds of this loan; and (4) our requirements with respect to our Viability Plan are found solely in the First U.S. Treasury Loan Agreement. We have committed to the Board of Governors of the Federal Reserve System that we will reduce our ownership interest in GMAC to less than 10 percent of the voting and total equity interest of GMAC by December 24, 2011. Pursuant to our understanding with the U.S. Treasury, all but 7.4% of our common equity interest in GMAC will be placed in a trust of which we will be the sole beneficiary by May 22, 2009 for ultimate disposition.

On March 31, 2009, we and the U.S. Treasury entered into amendments to the First U.S. Treasury Loan Agreement and the Second U.S. Treasury Loan Agreement to, among other things, postpone the Certification Deadline to June 1, 2009 and, with respect to the first U.S. Treasury Loan Agreement, to also postpone the deadline by which we are required to provide the Company Report to June 1, 2009. On April 22, 2009, we and the U.S. Treasury entered into an amendment to the First U.S. Treasury Loan Agreement pursuant to which, among other things, the U.S. Treasury agreed to provide us with $2.0 billion of additional working capital loans under the First U.S. Treasury Loan Agreement and we borrowed $2.0 billion on April 24, 2009. In connection with the amendment to provide the $2.0 billion of additional loans, we issued to the U.S. Treasury a promissory note in an aggregate principal amount of $133.4 million as part of the compensation for the additional loans. The principal amount outstanding under this promissory note bears interest at the same rate as the loans under the First U.S. Treasury Loan Agreement and is due on December 30, 2011, unless accelerated.

**Senior Secured Loans**

***Revolving Credit Agreement***

On July 20, 2006, GM and General Motors of Canada Limited ("GM Canada"), each as a borrower, and each of GM and Saturn, as guarantors, entered into a $4.48 billion amended and restated credit agreement (as amended on February 11, 2009, the "Revolving Credit Agreement") with various syndicate banks and other persons party to the Revolving Credit Agreement from time to time as lenders thereunder, Citicorp USA, Inc., as lender and administrative agent, and JPMorgan Chase Bank, N.A., as syndication agent. Borrowings under the Revolving Credit Agreement are limited to an amount based on the value of the underlying Revolver First Lien Collateral (as defined below). As of December 31, 2008, $4.48 billion dollars were outstanding under the Revolving Credit Agreement, including $10 million of undrawn but outstanding letters of credit issued under the Revolving Credit Agreement. In addition, as of December 31, 2008, other obligations of GM and its subsidiaries in an aggregate principal amount of $0.2 billion were also secured by the assets securing the obligations under the Revolving Credit Agreement. In the event of certain work stoppages, availability under the Revolving Credit Agreement would be temporarily reduced to $3.5 billion.

*Interest Rate and Fees.* The loans under the Revolving Credit Agreement bear interest at a rate per annum equal to either the adjusted base rate, the Eurodollar rate (with the floor for the Eurodollar rate being 2.00%) or the Canadian base rate plus an applicable margin, which is equal to 2.5% in the case of Eurodollar loans and 1.5% in the case of alternative base rate loans and Canadian base rate loans. In addition, the interest rates under the Revolving Credit Agreement may be increased if the interest rate applicable to any tranche under the First U.S. Treasury Loan Agreement or any other credit facility provided by a U.S. governmental authority (an "Additional U.S. Government Debt"), or any debt facility refinancing the First U.S. Treasury Loan Agreement or an Additional U.S. Government Debt (the "Permitted Refinancing" and, collectively with the First U.S. Treasury Loan Agreement and the Additional U.S. Government Debt, the "Subject Debt"), at any time when more than 50% of the principal amount of such tranche of Subject Debt is owned by non-U.S. governmental authorities or non-Canadian governmental authorities, is greater than the interest rate applicable to loans under the Revolving Credit Agreement.

We are also required under the Revolving Credit Agreement to pay a fee at a rate which ranges from 0.375% to 0.500% per annum based upon our credit rating on the aggregate amount of the secured commitments. Additionally, we pay a fee to the agent for the ratable benefit of certain lenders on all outstanding letters of credit issued under the Revolving Credit Agreement at a per annum rate equal to the applicable margin then in effect with respect to Eurodollar loans. We are also required to pay a fronting fee of 0.125% per annum to the issuing bank on the undrawn and unexpired amount of each letter of credit issued under the Revolving Credit Agreement.

*Optional Prepayment*. We may voluntarily prepay (or cause GM Canada to prepay) loans under the Revolving Credit Agreement in whole or in part without premium or penalty.

*Mandatory Prepayments*. We are required to prepay (or cause GM Canada to prepay) a certain amount of the loans outstanding under the Revolving Credit Agreement if either the maturity date of any tranche of Subject Debt is amended or scheduled to a date prior to July 20, 2011 or we voluntarily prepay any tranche of Subject Debt, in each case at any time when more than 50% of the principal amount of such tranche of Subject Debt is owned by non-U.S. governmental authorities or non-Canadian governmental authorities.

*Guarantee and Security*. GM's and GM Canada's obligations under the Revolving Credit Agreement are secured by first priority liens on certain inventory and receivables of GM and Saturn and 65% of GM's interests in its wholly-owned Mexican subsidiary, Controladora General Motors, S.A. de C.V. (collectively, the "U.S. Collateral"), and junior liens on the collateral securing GM's obligations under the First U.S. Treasury Loan Agreement. The obligations of GM Canada under the Revolving Credit Agreement are also secured by certain inventory, receivables and property, plant and equipment owned by GM Canada (collectively, the "Canadian Collateral," and, collectively with the U.S. Collateral, the "Revolver First Lien Collateral"). GM's and GM Canada's obligations are guaranteed by GM (other than GM's obligations as principal obligor thereunder), Saturn and GM's other subsidiaries that guarantee GM's obligations under the First U.S. Treasury Loan Agreement. In addition, GM (other than GM's obligations as principal obligor thereunder), Saturn and GM's other subsidiaries that guarantee GM's obligations under the First U.S. Treasury Loan Agreement also guarantee the obligations of GM and its subsidiaries under certain lines of credit, letters of credit, automated clearing house, overdraft arrangements and certain hedging arrangements provided by certain lenders under the Revolving Credit Agreement or their affiliates.

*Covenants*. The Revolving Credit Agreement contains a number of customary affirmative covenants, including providing financial statements for GM and its consolidated subsidiaries; notice of the occurrences of events of default; delivery of amended security documents to include after acquired collateral; and paying cash dividends only if the payment of such cash dividends is permitted by or consented to under the First U.S. Treasury Loan Agreement or the other Subject Debt. In addition GM and GM Canada (to the extent GM Canada has knowledge of the foregoing) are required to provide notice of (a) the occurrence of an event of default or a termination event under any Subject Debt, any debt secured by a senior lien on the assets securing the obligations

under the First U.S. Treasury Loan Agreement or other debt secured by the Canadian Collateral, and (b) any failure of GM to comply with, or an amendment or waiver of, the provision under the Term Loan Agreement (as defined below) requiring that the audit report with respect to our annual audited financial statements will be without a going concern qualification (the "Going Concern Provision"). The Revolving Credit Agreement also contains a number of negative covenants that, among other things, and subject to certain exceptions, limit or restrict the ability of GM, Saturn and, with respect to certain covenants, GM Canada to:

- merge or consolidate with any other person or sell or convey all or substantially all of its assets;
- permit any manufacturing subsidiary to issue or assume any indebtedness secured by a lien upon any principal domestic manufacturing property of GM or any manufacturing subsidiary or upon any shares of stock or obligations of any manufacturing subsidiary unless the obligations under the Revolving Credit Agreement are equally and ratably secured by such assets;
- permit any manufacturing subsidiary to enter into any arrangement with any person providing for the leasing by GM or any manufacturing subsidiary of any principal domestic manufacturing property owned by GM or any manufacturing subsidiary, if such property has been or is to be sold or transferred by GM or such manufacturing subsidiary to such person;
- directly or indirectly (or permit any other loan party to) create, incur, assume or suffer any lien upon the Revolver First Lien Collateral;
- dispose of Revolver First Lien Collateral;
- cease to own, directly or indirectly, at least a majority of the outstanding voting stock of GM Canada;
- permit the effective U.S. collateral value or the effective Canadian collateral value at any time to be less than the U.S. total secured exposure or the Canadian total secured exposure, respectively; and
- make certain changes to GM Canada's Canadian pension plans.

*Events of Default.* The Revolving Credit Agreement contains customary events of default, including the following:

- failure of any Borrower to pay principal when due;
- non-payment by the Borrower of interest when due beyond the applicable grace period;
- any representation or warranty made or deemed made shall prove to be incorrect on or as of the date made or deemed made if the facts or circumstances incorrectly represented result in a material adverse effect;
- default by any borrower or guarantor in the observance or performance of any other agreement contained in the Revolving Credit Agreement or any security documents related thereto beyond the applicable grace period;
- default by any borrower or guarantor in any payment of $50,000,000 or more of principal of or interest on any indebtedness or on account of any guarantee beyond the period of grace provided in the instrument or agreement under which such indebtedness or guarantee was created;
- commencement by or against any borrower or significant subsidiary of any case, proceeding or action relating to bankruptcy, insolvency, reorganization or relief of debtors, or appointment of a receiver, trustee, custodian, conservator or other official for it or for all or any substantial part of its assets, that remains undismissed, undischarged or unbonded for a period of 90 days;
- final judgments entered against any borrower or guarantor involving a liability of $100,000,000 individually, or $200,000,000 in the aggregate, not vacated, discharged, satisfied, stayed, bonded or pending appeal within 60 days;

- the security documents ceasing to be in full force and effect with respect to Revolver First Lien Collateral with a book value in excess of $25,000,000 in the aggregate or any lien ceasing to be enforceable and of the same effect and priority;

- the guarantee contained in (a) the Revolving Credit Agreement, (b) the guaranty and security agreement entered into in connection with the granting of the junior liens on the collateral securing GM's obligations under the First U.S. Treasury Loan or (c) any other related guarantee document ceasing to be in full force and effect;

- an event of default, as defined in any Subject Debt or any document governing other obligations secured by the Canadian Collateral shall have occurred and shall continue for 20 business days; and

- GM shall fail to comply with the Going Concern Provision and such failure shall not have been cured beyond the applicable grace period.

Upon certain bankruptcy-related events of default, all commitments under the Revolving Credit Agreement automatically terminate and the loans and all other amounts owing under the agreement become immediately due. Upon all other events of default, the majority lenders may declare the commitments to be terminated and declare the loans and other obligations outstanding under the Revolving Credit Agreement immediately due and payable.

***Term Loan Agreement***

On November 29, 2006, GM, as borrower, and Saturn, as guarantor, entered into a $1.5 billion term loan agreement (as amended on March 4, 2009, the "Term Loan Agreement") with the several lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties thereto. The loans under the Term Loan Agreement mature on November 29, 2013.

*Interest Rate.* The loans under the Term Loan Agreement bear interest at a rate per annum equal to either the adjusted base rate (with the floor for the adjusted base rate being the greatest of (a) the prime rate, the Federal funds effective rate plus .50% or the Eurodollar rate plus 1.0%) or the Eurodollar rate (with the floor for the Eurodollar rate being 2.00%) plus an applicable margin, which is equal to 6.0% in the case of Eurodollar loans and 5.0% in the case of adjusted base rate loans. In addition, the interest rates under the Term Loan Agreement may be increased if the interest rate applicable to any tranche of Subject Debt, at any time when more than 50% of the principal amount of such tranche of Subject Debt is owned by non-U.S. governmental authorities, is greater than the interest rate applicable to loans under the Term Loan Agreement.

*Optional Prepayments.* We may voluntarily prepay the loans at any time without premium or penalty.

*Mandatory Repayments.* We are required to prepay a certain amount of the loans outstanding under the Term Loan Agreement if we voluntarily prepay any tranche of Subject Debt, at any time when more than 50% of the principal amount of such tranche of Subject Debt is owned by non-U.S. governmental authorities.

*Amortization*. The loans are subject to quarterly amortization of 0.25% of the aggregate principal amount of the loans made on the funding date.

*Guarantee and Security.* Our obligations under the Term Loan Agreement are guaranteed by Saturn and secured by certain equipment and machinery owned by GM and Saturn.

*Covenants.* The Term Loan Agreement contains a number of customary affirmative covenants, including providing financial statements for GM and its consolidated subsidiaries, notice of the occurrences of events of defaults and delivery of amended security documents to include after acquired collateral. In addition, we are required to provide notice of the occurrence of an event of default or a termination event under any Subject Debt.

The Term Loan Agreement also contains a number of negative covenants that, among other things, and subject to certain exceptions, limit or restrict the ability of GM and, with respect to certain covenants, Saturn to:

- merge or consolidate with any other person or sell or convey all or substantially all of its assets;
- permit any manufacturing subsidiary to issue or assume any indebtedness secured by a lien upon any principal domestic manufacturing property of GM or any manufacturing subsidiary or upon any shares of stock or obligations of any manufacturing subsidiary unless the obligations under the Term Loan Agreement are equally and ratably secured by such assets;
- permit any manufacturing subsidiary to enter into any arrangement with any person providing for the leasing by GM or any manufacturing subsidiary or any principal domestic manufacturing property owned by GM or any manufacturing subsidiary if such property has been or is to be sold or transferred by GM or such manufacturing subsidiary to such person;
- limit paying cash dividends to only such cash dividends that are permitted by or consented to under each Subject Debt; and
- permit the ratio of the collateral value to the total exposure at any time, including after giving effect to any dispositions of collateral, to be less than 3.25 to 1.00.

*Events of Default.* The Term Loan Agreement contains customary events of default, including the following:

- non-payment by the borrower of principal when due;
- failure of the Borrower to pay interest when due beyond the applicable grace period;
- any representation or warranty made or deemed made by GM or Saturn shall prove to be incorrect on or as of the date made or deemed made if the facts or circumstances incorrectly represented result in a material adverse effect;
- default by GM or Saturn in the observance or performance of any other agreement contained in the Term Loan Agreement or any security documents related thereto beyond the applicable grace period;
- default by GM or Saturn in any payment of $50,000,000 or more of principal of or interest on any indebtedness or on account of any guarantee beyond the period of grace provided in the instrument or agreement under which such indebtedness or guarantee was created;
- commencement by GM or any significant subsidiary of any case, proceeding or action relating to bankruptcy, insolvency, reorganization or relief of debtors, or appointment of a receiver, trustee, custodian, conservator or other official for it or for all or any substantial part of its assets, that remains undismissed, undischarged or unbonded for a period of 90 days;
- final judgments entered against GM or Saturn involving a liability of $100,000,000 individually, or $200,000,000 in the aggregate, not vacated, discharged, satisfied, stayed, bonded or pending appeal within 60 days;
- the security documents ceasing to be in full force and effect with respect to the collateral with a book value in excess of $25,000,000 in the aggregate or any lien ceasing to be enforceable and of the same effect and priority;
- Saturn’s guarantee ceasing to be in full force and effect; and
- an event of default, as defined in any Subject Debt shall have occurred and shall continue for 20 business days.

Upon certain bankruptcy-related events of default, the Term Loan Agreement automatically becomes immediately due. Upon all other events of default, the majority lenders may declare the loans and other obligations outstanding under the Term Loan Agreement immediately due and payable.

## DESCRIPTION OF OUR CAPITAL STOCK

The following description of our capital stock is based upon our restated certificate of incorporation, as amended ("Certificate of Incorporation"), our bylaws, as amended ("Bylaws"), and applicable provisions of law, in each case as currently in effect. The following description is only a summary of the material provisions of our capital stock, the Certificate of Incorporation and Bylaws and does not purport to be complete and is qualified in its entirety by reference to the provisions of the Certificate of Incorporation and Bylaws. Our Certificate of Incorporation and Bylaws have been filed as exhibits to the registration statement of which this prospectus is a part and are incorporated by reference into this prospectus. We urge you to read the Certificate of Incorporation and Bylaws because those documents, not this description, define your rights as holders of our common equity. In the following description, "we" and "our" refer to General Motors Corporation and not its subsidiaries.

Certain provisions of the Delaware General Corporation Law ("DGCL"), our Certificate of Incorporation and our Bylaws summarized in the following paragraphs may have an anti-takeover effect. This may delay, defer or prevent a tender offer or takeover attempt that a stockholder might consider in its best interests, including those attempts that might result in a premium over the market price for its shares.

### Authorized Capital Stock

Our Certificate of Incorporation currently authorizes us to issue 2,106,000,000 shares of capital stock, consisting of:

- 6,000,000 shares of preferred stock, without par value;
- 100,000,000 shares of preference stock, $0.10 par value; and
- 2,000,000,000 shares of common stock, $1 $^{2}/_{3}$ par value.

If the exchange offers are consummated, our Certificate of Incorporation will be amended to authorize us to issue 62,106,000,000 shares of capital stock, consisting of:

- 6,000,000 shares of preferred stock, without par value;
- 100,000,000 shares of preference stock, $0.10 par value; and
- 62,000,000,000 shares of GM common stock, $0.01 par value.

See "*Description of the Charter Amendments.*"

As of March 31, 2009:

- 610,505,273 shares of common stock were outstanding; and
- no shares of preferred stock or preference stock were outstanding.

### Certain Provisions of Our Certificate of Incorporation and Bylaws

#### *Amendments to Our Certificate of Incorporation*

Under the DGCL, the affirmative vote of a majority of the outstanding shares entitled to vote and a majority of the outstanding stock of each class entitled to vote is required to amend a corporation's certificate of incorporation. Under the DGCL, the holders of the outstanding shares of a class of our capital stock shall be entitled to vote as a class upon a proposed amendment, whether or not entitled to vote thereon by the certificate of incorporation, if the amendment would:

- increase or decrease the aggregate number of authorized shares of such class;
- increase or decrease the par value of the shares of such class; or
- alter or change the designations, preferences or special rights of the shares of such class so as to affect them adversely.

If any proposed amendment would alter or change the powers, preferences or special rights of one or more series of any class of our capital stock so as to affect them adversely, but shall not so affect the entire class, then only the shares of the series so affected by the amendment shall be considered a separate class for the purposes of this provision.

***Vacancies in the Board of Directors***

Our Bylaws provide that any vacancy occurring in our board of directors for any cause may be filled by a majority of the remaining members of our board, although such majority is less than a quorum. Each director so elected shall hold office until the expiration of the term of the other directors or until his successor is elected and qualified, or until the earlier of his resignation or removal.

***Special Meetings of Stockholders***

Under our Bylaws, only our board of directors or the chairman of our board may call special meetings of stockholders at such place, date and time and for such purpose or purposes as shall be set forth in the notice of such meeting.

Written notice of any special meeting must be given not less than 10 nor more than 60 days before the date of the special meeting to each stockholder entitled to vote at such meeting.

***Requirements for Notice of Stockholder Director Nominations and Stockholder Business***

If a stockholder wishes to bring any business before an annual or special meeting or nominate a person for election to our board of directors, our Bylaws contain certain procedures that must be followed in terms of the advance timing required for delivery of stockholder notice of such business and the information that such notice must contain. The information required in a stockholder notice includes general information regarding the stockholder, a description of the proposed business and, with respect to nominations for the board of directors, certain specified information regarding the nominee(s). In addition to the information required in a stockholder notice described above, our Bylaws require a representation that the stockholder is a holder of our voting stock and intends to appear in person or by proxy at the meeting to make the nomination or bring up the matter specified in the notice. In terms of the timing of the stockholder notice, our Bylaws require that the notice must be received by our secretary:

- in the case of an annual meeting, not more than 180 days and not less than 120 days in advance of the annual meeting; and
- in the case of a special meeting, not more than 15 days after the day on which notice of the special meeting is first mailed to stockholders.

**Certain Anti-Takeover Effects of Delaware Law**

We are subject to Section 203 of the DGCL ("Section 203"). In general, Section 203 prohibits a publicly held Delaware corporation from engaging in various "business combination" transactions with any interested stockholder for a period of three years following the date of the transaction(s) in which the person became an interested stockholder, unless:

- the transaction is approved by the board of directors prior to the date the interested stockholder obtained such status;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or

- on or subsequent to such date the business combination is approved by the board and authorized at an annual or special meeting of stockholders by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

A "business combination" is defined to include mergers, asset sales, and other transactions resulting in financial benefit to an "interested stockholder." In general, an "interested stockholder" is a person who owns (or is an affiliate or associate of the corporation and, within the prior three years, did own) 15% or more of a corporation's voting stock. The statute could prohibit or delay mergers or other takeover or change in control attempts with respect to us and, accordingly, may discourage attempts to acquire us even though such a transaction may offer our stockholders the opportunity to sell their stock at a price above the prevailing market price.

**Description of Common Stock**

Our only class of common stock is our common stock, $1 2/3 par value per share.

***Sinking Fund***

There are no redemption or sinking fund provisions applicable to our common stock.

***Dividends***

The DGCL and our Certificate of Incorporation do not require our board of directors to declare dividends on our common stock. The declaration of any dividend on our common stock is a matter to be acted upon by our board of directors in its sole discretion. We have suspended the payment of dividends on our common stock and have no current plans to resume payment of a dividend. In addition, our revolving credit and term loan agreements and the U.S. Treasury Loan Agreements prohibit the payment of dividends on our common stock without first receiving the requisite lender consent under each respective agreement. Our payment of dividends in the future will be determined by our board of directors in its sole discretion and will depend on our satisfaction of our obligations under the U.S. Treasury Loan Agreements, business conditions, our financial condition, earnings and liquidity, and other factors.

Both the DGCL and our Certificate of Incorporation restrict the power of our board of directors to declare and pay dividends on our common stock. The amounts which may be declared and paid by our board of directors as dividends on our common stock are subject to the amount legally available for the payment of dividends by us under the DGCL. In particular, under the DGCL, we can only pay dividends to the extent that we have surplus—the extent by which the fair market value of our net assets exceeds the amount of our capital—or to the extent of our net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. In addition, dividends on our common stock are subject to any preferential rights on any outstanding series of preferred stock or preference stock authorized for issuance by our board of directors in accordance with our Certificate of Incorporation. Further, if dividends have been declared but not paid on any outstanding shares of our preferred stock, our Certificate of Incorporation provides that dividends may not be paid on or set apart for the common stock or any series of preference stock until all declared but unpaid dividends on any outstanding shares of our preferred stock have been paid. Also, our Certificate of Incorporation provides that dividends may not be declared on our common stock or any series of preference stock until a sum sufficient for the payment of the next ensuing quarterly dividend of any preferred stock outstanding has been set aside from the surplus or net profits.

Any dividends declared or paid on our common stock from time to time will reduce the amount available for future payments of dividends. The amount available for dividends on each class will also depend upon any adjustments to our capital or surplus due to repurchases or issuances of shares of our common stock. In addition, the DGCL permits our board of directors to adjust for any reason it deems appropriate the amounts of capital and surplus within certain parameters and therefore the amount available for dividends.

***Voting Rights***

Our Certificate of Incorporation entitles holders of common stock to one vote per share on all matters submitted to our stockholders for a vote.

***Liquidation Rights***

In the event of the liquidation, dissolution or winding up of GM, whether voluntary or involuntary, our Certificate of Incorporation provides that, after there shall have been paid or set apart for the holders of any outstanding shares of our preferred stock and preference stock the full preferential amounts to which they are entitled, holders of common stock shall be entitled to receive the assets of the corporation remaining for distribution to our stockholders ratably on a per share basis. For purposes of liquidation rights, a merger or consolidation of GM into or with any other entity is not considered to be a liquidation, dissolution or winding up of GM.

***Stock Exchange Listing***

Our common stock is listed in the United States on the New York Stock Exchange under the ticker symbol "GM."

***Transfer Agent and Registrar***

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A., a federally chartered trust institution doing business at P.O. Box 43078, Providence, Rhode Island 02940-3078.

***Direct Registration System***

Our common stock is registered in book-entry form through the direct registration system. Under this system, unless a common stockholder requests a physical stock certificate, ownership of our common stock is reflected in account statements periodically distributed to common stockholders by Computershare, our transfer agent, who holds the book-entry shares on behalf of our common stockholders. However, currently, any common stockholder who wishes to receive a physical stock certificate evidencing his or her shares may at any time obtain a stock certificate at no charge by contacting our transfer agent.

**Description of Preferred Stock**

Under our Certificate of Incorporation and the DGCL, our board of directors has the authority to issue shares of preferred stock from time to time in distinctly designated series, with each series ranking equally and identical in all respects except as to the dividend rate and redemption price. The certificate of designations or board resolutions establishing a series of preferred stock will describe the terms of the series of preferred stock, including:

- the number of shares and designation or title of the shares;
- any liquidation preference per share;
- any date of maturity;
- any redemption, repayment or sinking fund provisions;
- any dividend rate or rates and the dates of payment (or the method for determining the dividend rates or dates of payment);
- if other than the currency of the United States, the currency or currencies including composite currencies in which the preferred stock is denominated and/or in which payments will or may be payable;

- whether the preferred stock is convertible or exchangeable and, if so, the securities or rights into which the preferred stock is convertible or exchangeable (which could include any securities issued by us or any third party, including any of our affiliates), and the terms and conditions of conversion or exchange;

- the place or places where dividends and other payments on the preferred stock will be payable; and any additional dividend, liquidation, redemption and other rights, preferences, privileges, limitations and restrictions; and

- any additional voting, dividend, liquidation, redemption and other rights, preferences, privileges, limitations and restrictions.

Holders of preferred stock would be entitled to receive quarterly cumulative dividends when and as declared by the board of directors at the rates fixed for the respective series in the resolution or certificate of designation for the respective series. In addition, if any preferred stock were issued, it would rank senior to our preference stock and our common stock with respect to the payment of dividends.

If any shares of our preferred stock were issued, holders of such shares would not be entitled to vote except that they would vote upon the question of disposing of our assets as an entirety and except as otherwise required by the DGCL.

Any shares of preferred stock that are issued will have priority over the preference stock and our common stock with respect to liquidation rights.

**Description of Preference Stock**

***General***

Under our Certificate of Incorporation and the DGCL, our board of directors has the authority to issue shares of preference stock from time to time in distinctly designated series. The certificate of designations or board resolutions establishing a series of preference stock will describe the terms of the series of preference stock, including:

- the number of shares and designation or title of the shares;

- any liquidation preference per share;

- any date of maturity;

- any redemption, repayment or sinking fund provisions;

- any dividend (which may be cumulative or non-cumulative) rate or rates and the dates of payment (or the method for determining the dividend rates or dates of payment);

- any voting rights;

- if other than the currency of the United States, the currency or currencies including composite currencies in which the preference stock is denominated and/or in which payments will or may be payable;

- whether the preference stock is convertible or exchangeable and, if so, the securities into which the preference stock is convertible or exchangeable (which could include any securities issued by us or any third party, including any of our affiliates), and the terms and conditions of conversion or exchange;

- the place or places where dividends and other payments on the preference stock will be payable; and

- any additional voting, dividend, liquidation, redemption and other rights, preferences, privileges, limitations and restrictions.

Preference stock would rank junior to our preferred stock, if any, and it could rank senior to our common stock with respect to the payment of dividends.

## DESCRIPTION OF THE CHARTER AMENDMENTS

### General

In connection with the exchange offers, the U.S. Treasury Debt Conversion and the VEBA Modifications, we will issue to tendering holders of old notes, the U.S. Treasury (or its designee) and the New VEBA an aggregate of up to approximately 60 billion shares of GM common stock.

Since the amount of GM common stock to be issued pursuant to the exchange offers, the U.S. Treasury Debt Conversion and VEBA Modifications exceeds the number of shares of GM common stock currently authorized under GM's certificate of incorporation, prior to the distribution of GM common stock to tendering holders on the settlement date, we plan on implementing charter amendments that provide for, among other things, an increase in the number of authorized shares of GM common stock.

To effect the charter amendments, the following will occur prior to the distribution of GM common stock to tendering holders on the settlement date:

1. In partial satisfaction of the U.S. Treasury Debt Conversion, we will issue to the U.S. Treasury (or its designee), in connection with the U.S. Treasury Debt Conversion, authorized shares of GM common stock in an amount that will represent a majority of the outstanding shares of GM common stock as of such date.

2. The U.S. Treasury (or its designee) will execute and deliver to us, following such issuance and in accordance with applicable provisions of the DGCL, one or more written consents approving the charter amendments (the "stockholder written consents").

3. We will file the charter amendments with the Delaware Secretary of State. Because the U.S. Treasury (or its designee) would be the holder of at least a majority of the issued and outstanding shares of GM common stock on the settlement date, if the settlement date occurs, approval of the charter amendments will be assured and no further stockholder vote or stockholder consent would be required to approve the charter amendments.

### Description of the Charter Amendments

A copy of the form of charter amendments is set forth as Exhibit B to this prospectus. Upon the filing of the charter amendments, our certificate of incorporation will be amended to:

- reduce the par value of GM common stock from $1 2/3 per share to $0.01 per share (the "par value reduction");

- increase the number of authorized shares of GM common stock to 62 billion shares (the "common stock increase"); and

- effect a 1-for-100 reverse stock split of our common stock (the "reverse stock split"), whereby each 100 shares of GM common stock registered in the name of a stockholder at the effective time of the reverse stock split will be converted into one share of GM common stock.

The effective time of the par value reduction, the common stock increase and the reverse stock split will be the time and on the date which the charter amendments are accepted for filing by and filed with the Delaware Secretary of State (or such later time and dated as is specified in the certificate of amendment) in accordance with Section 103 of the DGCL, which time will be on the settlement date. The reverse stock split will occur following the effectiveness of the common stock increase.

Our board of directors is recommending the common stock increase in order to facilitate the exchange offers, the proposed VEBA Modifications and the U.S. Treasury Debt Conversion. Our board of directors is

recommending the par value reduction in order to bring the par value of GM common stock in line with the par value of the common stock of many other public companies in Delaware and to permit it to issue common stock for less than $1.67 per share. Our board of directors is recommending the reverse stock split with a view to increasing the per share trading price of our common stock after giving effect to the issuance of the GM common stock. Other factors, including (but not limited to) our financial results, market conditions and the market perception of our business, may adversely affect the market price of our common stock. Even if the reverse stock split is implemented, there can be no assurance that the reverse stock split will result in an increase in the market price of our common stock or that the market price of our common stock will not decrease at any time. See "*Risk Factors—Risks Related to Securities Issued in the Exchange Offers—We expect to issue a substantial amount of GM common stock in connection with the exchange offers, the U.S. Treasury Debt Conversion and the VEBA Modifications, and we cannot predict the price at which GM common stock will trade following the exchange offers.*"

Unless otherwise indicated, all share numbers contained in this prospectus related to the exchange offers are presented without giving effect to the reverse stock split. We do not currently intend to issue fractional shares in connection with the exchange offers or the reverse stock split. Where, in connection with the exchange offers or as a result of the reverse stock split, a tendering holder of old notes would otherwise be entitled to receive a fractional share of GM common stock, the number of shares of GM common stock to be received by such holder will be rounded down to the nearest whole number and no cash or other consideration will be delivered to such holder in lieu of such rounded down amount.

Stockholders who own GM common stock prior to the settlement date and would otherwise hold fractional shares because the number of shares of GM common stock they held before the reverse stock split would not be evenly divisible based upon the 1-for-100 reverse stock split ratio will be entitled to a cash payment (without interest or deduction) in respect of such fractional shares. To avoid the existence of fractional shares of GM common stock, shares that would otherwise result in fractional shares from the application of the reverse stock split will be collected and pooled by our transfer agent and sold in the open market and the proceeds will be allocated to the affected existing stockholders' respective accounts pro rata in lieu of fractional shares. The ownership of a fractional interest will not give the holder thereof any voting, dividend or other rights, except to receive the above-described cash payment. GM will be responsible for any brokerage fees or commissions related to the transfer agent's selling in the open market shares that would otherwise be entitled to fractional shares.

Following the effectiveness of the charter amendments, as a result of the reverse stock split, the stated capital on our balance sheet and the additional paid-in capital account, in each case, attributable to our common stock, will be adjusted to reflect the par value reduction and the reverse stock split. However, our stockholders' equity, in the aggregate, will not change solely as a result of the par value reduction and the reverse stock split.

## MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion, insofar as it relates to matters of United States federal income tax law and the regulations or legal conclusions with respect thereto, constitutes the opinion of Weil, Gotshal & Manges LLP, our tax counsel, of the material United States federal income tax consequences to GM and the holders of the outstanding notes of GM and GM Nova Scotia. Counsel has advised that it is unable to render an opinion with respect to whether the exchange constitutes a tax-free reorganization or a taxable exchange because that question is dependent on facts and circumstances the weight to be given to each of which is uncertain.

The discussion below summarizes material U.S. federal income tax consequences of the implementation of the exchange offers and the proposed amendments to holders of old notes and to us and our subsidiaries. For a discussion regarding the material Canadian tax consequences of the implementation of the exchange offers and the proposed amendments to holders of old GM Nova Scotia notes and to us and our subsidiaries, see "*Material Canadian Federal Income Tax Considerations.*"

Counsel's opinion and the discussion of U.S. federal income tax consequences below are based on the Tax Code, Treasury regulations, judicial authorities, published positions of the IRS and other applicable authorities, all as in effect on the date of this document and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and are subject to significant uncertainties. We have not requested a ruling from the IRS or any other tax authority with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or such other authorities. Thus, no assurance can be given that the IRS or such other authorities would not assert, or that a court would not sustain, a different position from any discussed herein.

This summary does not address foreign, state or local tax consequences of the contemplated transactions, nor does it address the U.S. federal income tax consequences of the transactions to special classes of taxpayers (e.g., small business investment companies, regulated investment companies, real estate investment trusts, controlled foreign corporations, passive foreign investment companies, banks and certain other financial institutions, insurance companies, tax-exempt organizations, retirement plans, holders that are, or hold old notes through, partnerships or other pass-through entities for U.S. federal income tax purposes, U.S. persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, expatriates and former long-term residents of the United States, persons subject to the alternative minimum tax, and persons holding old notes that are a hedge against, or that are hedged against, currency risk or that are part of a straddle, constructive sale or conversion transaction). In addition, this discussion does not address U.S. federal taxes other than income taxes, nor does it apply to any person that acquires GM common stock in the secondary market. Unless the context otherwise requires, when used in this discussion, the term "exchange consideration" refers to the consideration received in the exchange offer. This discussion assumes that the old notes and the GM common stock are held as "capital assets" (generally, property held for investment) within the meaning of Section 1221 of the Tax Code.

For U.S. federal income tax purposes, because General Motors Nova Scotia Finance Company is a disregarded entity wholly owned by GM, the old GM Nova Scotia notes are treated as issued by GM and GM's obligation under the guarantee is viewed as coextensive with its obligation as issuer.

We intend to take the position, and this discussion assumes, that, for U.S. federal income tax purposes, the issuance of stock to the U.S. Treasury and the VEBA and the reverse stock split will be treated as part of a single transaction, and that pursuant to the exchange offers and in satisfaction of their respective old notes, holders of old notes will be treated as receiving the exchange consideration following the reverse stock split. Therefore, references in the following discussion to exchange consideration consisting of GM common stock, or to GM common stock issued for old notes, should be understood as references to the reverse-split-adjusted shares of GM common stock ultimately received by a holder who tenders old notes, unless indicated otherwise.

We have historically treated each series of old notes as debt for U.S. federal income tax purposes, and this discussion assumes the correctness of this characterization. You should consult your own tax advisors with

respect to the correctness of this characterization with respect to your particular series of old notes and the tax consequences of the transactions discussed herein if such characterization is not correct.

We also intend to take the position, although not free from doubt, that the exchange of old notes (other than old Series D notes) pursuant to the exchange offers will constitute a tax-free recapitalization in which gain or loss is generally not recognized. Any consideration allocable to accrued but unpaid interest generally will be taxable to a holder of old notes to the extent not previously included in such holders' gross income. Because the original term of the old Series D notes was less than five years, it is unclear whether the old Series D notes should be treated as "securities" for U.S. federal income tax purposes. It is therefore unclear whether the exchange of old Series D notes pursuant to the exchange offers will constitute a fully taxable transaction or a tax-free recapitalization.

As used herein, the term "U.S. Holder" means a beneficial owner of old notes or GM common stock that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

As used herein, a "Non-U.S. Holder" means a beneficial owner of old notes or GM common stock that is an individual, corporation, estate or trust and is not a U.S. Holder. Non-U.S. Holders are subject to special U.S. federal income tax provisions, some of which are discussed below.

If a partnership holds old notes or GM common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding old notes or GM common stock, you should consult your own tax advisor.

***The following discussion of material U.S. federal income tax consequences is not a substitute for careful tax planning and advice from your own tax advisor based upon your individual circumstances.***

**Consequences to U.S. Holders**

The discussion set forth in this section does not apply to the 7.25% Notes due 2013 or 8.375% Notes due 2033 (which were issued only outside the United States and generally offered under arrangements reasonably designed to ensure that such notes would be sold only to non-U.S. persons, other than certain financial institutions that would agree to comply with requirements of Section 165(j) of the Tax Code and related tax regulations). For a discussion of U.S. federal income tax consequences to Non-U.S. Holders of these series, see "*Consequences to Non-U.S. Holders*" below. U.S. Holders who beneficially own old notes of these series should review the offering circular for such notes and consult their own tax advisors as to their particular tax consequences of holding and disposing of such notes.

***Proposed Amendments to Non-Tendered Notes (Other than GM Nova Scotia Notes)***

The modification of the terms of a series of notes will be treated, for U.S. federal income tax purposes, as a "deemed" exchange of old notes for new notes if such modification is a "significant modification" under the applicable Treasury regulations. In general, a modification is a "significant modification" if, based on all the facts and circumstances and taking into account all modifications of the debt instrument collectively, the legal rights or obligations that are altered and the degree to which they are altered are economically significant. Under the Treasury regulations, a modification that adds, deletes, or alters customary accounting or financial covenants is, without more, not a significant modification. Also, a change in the priority of a debt instrument relative to

other debt of the issuer is not a significant modification unless it results in a "change in payment expectations" (which, for these purposes, is defined to mean a substantial impairment of the obligor's capacity to meet the payment obligations if that capacity was adequate prior to the modification and is primarily speculative after the modification, or vice-versa).

We intend to take the position, and the remainder of this discussion assumes, that amending old notes as proposed does not constitute a "significant modification" and thus does not result in a deemed exchange of old notes that are not tendered in the exchange offers. Based on this position, a U.S. Holder of such old notes that does not participate in the exchange offers will not recognize any income, gain or loss with respect to such old notes as a result of the adoption of the proposed amendments, and will have the same adjusted tax basis and holding period in such old notes after the adoption of the proposed amendments as such holder had in such old notes immediately before such adoption. If a contrary position is successfully asserted by the IRS, the U.S. federal income tax consequences of the adoption of the proposed amendments with respect to such old notes could materially differ from those described above. You should consult your own tax advisor with respect to the correctness of our position with respect to such old notes and the tax consequences of the adoption of the proposed amendments with respect to such old notes if our position is not correct.

***Proposed Amendments to Non-Tendered Old GM Nova Scotia Notes***

In the case of the old GM Nova Scotia notes, GM Nova Scotia intends, pursuant to the call option that would be added as part of the proposed amendments to the old GM Nova Scotia notes that are not tendered in the exchange offers, to redeem all remaining outstanding old GM Nova Scotia notes for the exchange consideration immediately upon the effectiveness of the proposed amendments. Accordingly, we intend to treat, and the following discussion assumes that it is correct to treat, the adoption of the proposed amendments to the old GM Nova Scotia notes and the subsequent redemption of the notes as a single transaction, such that the U.S. federal income tax consequences to a non-tendering U.S. Holder would be equivalent to the treatment of a holder that tenders old GM Nova Scotia notes in the exchange offers for the exchange consideration.

***Exchange Offers***

Pursuant to the exchange offers, holders of old notes generally will exchange their old notes for consideration consisting of GM common stock and cash (or pounds sterling, as applicable) attributable to the accrued but unpaid interest.

*Definition of "Security."* The U.S. federal income tax consequences of the exchange offers will depend, in part, on whether the U.S. Holder's old notes constitute "*securities*" for U.S. federal income tax purposes, in which case the exchange would qualify for "recapitalization" treatment under the Tax Code.

This determination is made separately for each series of old notes. For example, if the 7.75% Discount Debentures due 2036 constitute securities, then the receipt of the exchange consideration will be treated as a "*recapitalization*" for U.S. federal income tax purposes, with the consequences described below in "*—Recapitalization Treatment*." If, on the other hand, the 7.75% Discount Debentures due 2036 do not constitute securities, then the receipt of the exchange consideration would be treated as a fully taxable transaction, with the consequences described below in "*—Fully Taxable Exchange*."

The term "security" is not defined in the Tax Code or in the Treasury regulations issued thereunder and has not been clearly defined by judicial decisions. The determination of whether a particular debt obligation constitutes a "security" depends on an overall evaluation of the nature of the debt, including whether the holder of such debt obligation is subject to a material level of entrepreneurial risk or is effectively holding a cash equivalent. One of the most significant factors considered in determining whether a particular debt is a security is its original term. In general, debt obligations issued with a weighted average maturity at issuance of less than five (5) years do not constitute securities, whereas debt obligations with a weighted average maturity at issuance of ten (10) years or more constitute securities. The old notes (other than old Series D notes and some of the 7.2% Notes due 2011) have an original weighted average maturity of ten (10) years or more, so we believe these notes

should be treated as securities. Some of the 7.2% Notes due 2011 have an original maturity between five (5) and ten (10) years, and while not free from doubt, we intend to treat these notes as securities. The treatment of the old Series D notes, which have an original maturity of less than five (5) years, is unclear. You are urged to consult your own tax advisor regarding the characterization as securities for U.S. federal income tax purposes of your old notes and the consequences of such treatment.

*Recapitalization Treatment*. The classification of an exchange as a recapitalization for U.S. federal income tax purposes (as discussed above) generally serves to defer the recognition of any gain or loss by the U.S. Holder, aside from the treatment of consideration allocable to accrued but unpaid interest and possibly accrued original issue discount ("OID"). See "*—Payment of Accrued Interest,*" below. However, a U.S. Holder exchanging old GM Nova Scotia notes for GM common stock is required to recognize ordinary gain or loss that is attributable to fluctuations in currency exchange rates. Gain or loss attributable to fluctuations in exchange rates will equal the difference between (a) the U.S. dollar value of the foreign currency principal amount of the old GM Nova Scotia notes exchanged translated at the spot rate of exchange on the date of the consummation of the exchange offers, and (b) the U.S. dollar value of the foreign currency principal amount of such notes on the date the U.S. Holder acquired such notes. For purposes of determining foreign currency gain or loss, an old GM Nova Scotia note generally will be treated as having a principal amount equal to the U.S. Holder's purchase price (in foreign currency). You are urged to consult your own tax advisor regarding the appropriate tax treatment of any such foreign currency gain or loss.

In a recapitalization exchange, a U.S. Holder's aggregate tax basis in the GM common stock received (except to the extent treated as received in respect of accrued but unpaid interest and possibly accrued OID) will equal the U.S. Holder's aggregate adjusted tax basis in the old notes exchanged therefor (except to the extent of any tax basis attributable to accrued but unpaid interest and possibly accrued OID), increased or decreased by any gain or loss recognized by the U.S. Holder with regard to the exchange. In a recapitalization exchange, a U.S. Holder's holding period in the GM common stock received (except to the extent treated as received in respect of accrued but unpaid interest and possibly accrued OID) will include the U.S. Holder's holding period in the old notes exchanged therefor.

*Fully Taxable Exchange*. If an old note does not constitute a security for U.S. federal income tax purposes, the exchange of that note pursuant to the exchange offers will be a fully taxable exchange and the exchanging U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the fair market value of any GM common stock received (other than in respect of accrued but unpaid interest and possibly accrued OID) and (b) the U.S. Holder's adjusted tax basis in the old notes exchanged (other than any basis attributable to accrued but unpaid interest and possibly accrued OID). See "*—Character of Gain or Loss*," below. In addition, a U.S. Holder will have interest income to the extent of any exchange consideration allocable to accrued but unpaid interest not previously included in income. See "*—Payment of Accrued Interest*," below.

A U.S. Holder's adjusted tax basis in an old note will be equal to the cost of the note to such U.S. Holder, increased by any OID previously included in income (but see "*—Payment of Accrued Interest*," below, regarding the possible treatment of accrued OID). If applicable, a U.S. Holder's tax basis in an old note will also be (a) increased by any market discount previously included in income by such U.S. Holder pursuant to an election to include market discount in gross income currently as it accrues, and (b) reduced by any cash payments received on the old note other than payments of "qualified stated interest," and by any amortizable bond premium which the U.S. Holder has previously deducted.

In the case of a taxable exchange, a U.S. Holder's tax basis in the GM common stock received will equal the fair market value of such GM common stock on the date of the exchange. The U.S. Holder's holding period in the GM common stock received should begin on the day following the exchange date.

*Character of Gain or Loss*. Where gain or loss (other than any foreign currency gain or loss) is recognized by a U.S. Holder in respect of the exchange of an old note, subject to the discussion below in "*—Payment of Accrued Interes*t," such gain or loss will generally be capital gain or loss except to the extent any gain is

recharacterized as ordinary income pursuant to the market discount rules discussed below. A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital loss is subject to significant limitations.

A U.S. Holder that purchased its old notes from a prior holder at a "market discount" may be subject to the market discount rules of the Tax Code. In general, a debt instrument is considered to have been acquired with "market discount" if its holder's adjusted tax basis in the debt instrument is less than (a) its stated principal amount or (b) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a de minimis amount. The de minimis amount is equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity. Generally, qualified stated interest is a stated amount of interest payable in cash at least annually.

Under these rules, any gain recognized on the exchange of old notes generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant interest basis) during the U.S. Holder's period of ownership, unless the U.S. Holder elected to include the market discount in income as it accrued. If a U.S. Holder of old notes did not elect to include market discount in income as it accrued and thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its old notes, such deferred amounts would, in the case of a fully taxable exchange, become fully deductible at the time of the exchange and would, in the case of a recapitalization, become deductible up to the amount of gain that the U.S. Holder recognizes in the exchange.

In the case of an exchange of old notes that qualifies as a recapitalization, the Tax Code indicates that any accrued market discount in respect of the old notes in excess of the gain recognized in the exchange should not be currently includible in income under Treasury regulations to be issued. However, such accrued market discount would carry over to any non-recognition property received in exchange therefor (i.e., to the GM common stock received in the exchange), such that any gain recognized by a U.S. Holder upon a subsequent disposition (or repayment) of such exchange consideration would be treated as ordinary income to the extent of any accrued market discount not previously included in income. To date, specific Treasury regulations implementing this rule have not been issued.

*Payment of Accrued Interest*. In general, to the extent that any consideration received pursuant to the exchange offers by a U.S. Holder of old notes is received in satisfaction of accrued interest during the U.S. Holder's holding period, such amount will be taxable to the U.S. Holder as interest income (if not previously included in the U.S. Holder's gross income). Conversely, subject to the next sentence in the case of a recapitalization, a U.S. Holder generally recognizes a deductible loss to the extent any accrued interest or OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a security of a corporate issuer, in an otherwise tax-free exchange, could not claim a current deduction with respect to any accrued but unpaid OID since such OID is treated as part of the principal amount of the security for U.S. federal income tax purposes. It is also unclear whether, by analogy, a U.S. Holder of an old note that does not constitute a security would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

A U.S. Holder's tax basis in any GM common stock received in respect of accrued but unpaid interest or OID (except possibly OID in the case of a recapitalization) will equal the fair market value of such shares or notes. A U.S. Holder's holding period in such shares or notes will begin on the day following the exchange date.

Pursuant to the exchange offers, holders of old notes will receive cash (or pounds sterling, as applicable) in the amount of any accrued but unpaid interest due on their old notes as of the settlement date. We believe that to the extent any cash payments (or payments in pounds sterling, as applicable) are made to a U.S. Holder of old notes on account of accrued but unpaid interest, such payments should be respected as payments of interest (taxable as ordinary income to the extent not previously so taxed) and not as payments of principal.

U.S. Holders of old GM Nova Scotia notes who are accrual basis taxpayers will recognize exchange gain or loss, treated as ordinary income or loss (that is not interest income or expense), with respect to any payments in respect of accrued but unpaid interest in foreign currency. The amount of ordinary income or loss recognized will equal the difference between (a) the U.S. dollar value of the foreign currency payment received (determined at the spot rate of exchange on the date of the consummation of the exchange offer) and (b) the U.S. dollar value of income that has accrued during such interest accrual period (generally determined at the average rate of exchange for the accrual period (or portion thereof in the applicable taxable year) or, if the holder elects, at the spot rate). A U.S. Holder that makes such an election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS. The source of such foreign currency gain or loss will be determined by reference to the residence of the U.S. Holder or the qualified business unit of the U.S. Holder on whose books the old GM Nova Scotia notes are properly reflected. A U.S. Holder will have a tax basis in any foreign currency received equal to the U.S. dollar value of such foreign currency at the time of the consummation of the exchange offer. Any gain or loss realized by a U.S. Holder on a sale or other disposition of foreign currency will be ordinary income or loss.

You are urged to consult your own tax advisor regarding the allocation of consideration and the deductibility of accrued but unpaid interest and OID for U.S. federal income tax purposes.

***Ownership and Disposition of GM Common Stock***

*Dividends*. Any distributions made on the GM common stock will constitute dividends for U.S. federal income tax purposes to the extent of our current or accumulated earnings and profits as determined under U.S. federal income tax principles. To the extent that a U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed our current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder’s basis in its shares. Any such distributions in excess of the U.S. Holder’s basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain. Subject to certain exceptions, dividends received by non-corporate U.S. Holders prior to 2011 will be taxed under current law at a maximum rate of 15%, *provided* that certain holding period requirements and other requirements are met. Any such dividends received after 2010 will be taxed at the rate applicable to ordinary income.

Dividends paid to U.S. Holders that are corporations generally will be eligible for the dividends-received deduction so long as we have sufficient earnings and profits. However, the dividends received deduction is only available if certain holding period requirements are satisfied. The length of time that a shareholder has held its stock is reduced for any period during which the shareholder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends received deduction may be disallowed.

The benefit of the dividends-received deduction to a corporate shareholder may be effectively reduced or eliminated by operation of the “extraordinary dividend” provisions of Section 1059 of the Tax Code, which may require the corporate recipient to reduce its adjusted tax basis in its shares by the amount excluded from income as a result of the dividends-received deduction. The excess of the excluded amount over adjusted tax basis may be treated as gain. A dividend may be treated as “extraordinary” if (1) it equals or exceeds 10% of the holder's adjusted tax basis in the stock (reduced for this purpose by the non-taxed portion of any prior extraordinary dividend), treating all dividends having ex-dividend dates within an 85-day period as one dividend, or (2) it exceeds 20% of the holder's adjusted tax basis in the stock, treating all dividends having ex dividend dates within a 365-day period as one dividend.

*Sale, Redemption or Repurchase*. Unless a non-recognition provision applies and subject to the discussion above relating to market discount in “*—Exchange Offers—Character of Gain or Loss*,” U.S. Holders generally will recognize capital gain or loss upon the sale, redemption or other taxable disposition of the GM common

stock in an amount equal to the difference between the U.S. Holder's adjusted tax basis in the GM common stock and the sum of the cash plus the fair market value of any property received from such disposition.

A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital loss is subject to significant limitations.

***Information Reporting and Backup Withholding***

Payments of interest (including accruals of OID) or dividends and any other reportable payments, possibly including amounts received pursuant to the exchange offers and payments of proceeds from the sale, retirement or other disposition of the GM common stock, may be subject to "backup withholding" (currently at a rate of 28%) if a recipient of those payments fails to furnish to the payor certain identifying information, and in some cases, a certification that the recipient is not subject to backup withholding. Backup withholding is not an additional tax. Any amounts deducted and withheld should generally be allowed as a credit against that recipient's U.S. federal income tax, *provided* that appropriate proof is timely provided under rules established by the IRS. Furthermore, certain penalties may be imposed by the IRS on a recipient of payments who is required to supply information but who does not do so in the proper manner. Backup withholding generally should not apply with respect to payments made to certain exempt recipients, such as corporations and financial institutions. Information may also be required to be provided to the IRS concerning payments, unless an exemption applies. You should consult your own tax advisor regarding your qualification for exemption from backup withholding and information reporting and the procedures for obtaining such an exemption.

**Consequences to Non-U.S. Holders**

If the proposed amendments to the non-USD old notes become effective, we intend to immediately exercise the call option and redeem the non-USD old notes for the exchange consideration (see "*Summary—Summary of the Exchange Offers and Consent Solicitations—Consent Solicitations for Non-USD Old Notes*"). Accordingly, for U.S. federal income tax purposes, we intend to treat, and the following discussion assumes that it is proper to treat, the adoption of the proposed amendments to the non-USD old notes and the subsequent redemption of the notes as a single transaction, such that the U.S. federal income tax consequences to a non-tendering Non-U.S. Holder would be equivalent to the treatment of a holder that tenders non-USD old notes in exchange offers for the exchange consideration.

***Exchange Offers and Exercise of the Call Option***

*Consequences of Exchange*. Subject to the discussion below with respect to accrued interest, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain realized in an exchange of old notes pursuant to the exchange offers or our exercise of the call option, unless (a) the holder is an individual who was present in the United States for 183 days or more during the taxable year and such holder has a "tax home" in the United States and certain conditions are met; (b) such gain is effectively connected with such Non-U.S. Holder's conduct of a trade or business within the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States); or (c) in the case of the convertible old notes, we were considered a United States real property holding corporation ("USRPHC") at any time within the shorter of the five-year period preceding such exchange or such holder's holding period. If the first exception applies, to the extent that any gain is taxable (*i.e.*, not deferred under the rules applicable to recapitalizations), the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition of the old notes. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty). With respect to the third exception, while we believe we should not be

considered a USRPHC during the relevant period, if we were considered a USRPHC, any gain recognized by an exchanging Non-U.S. Holder of the old notes will be treated as income effectively connected with such holder's U.S. trade or business (except the branch profits tax will not apply). However, such gain would not be subject to U.S. federal income or withholding tax if (1) our common stock is regularly traded on an established securities market and (2) the Non-U.S. Holder disposing of the convertible old notes did not own, actually or constructively, at any time during the five-year period preceding the disposition, more than 5% of the applicable class of the convertible old notes.

*Accrued Interest*. Payments to a Non-U.S. Holder that are attributable to accrued interest (including OID) generally will not be subject to U.S. federal income or withholding tax, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, an IRS Form W-8BEN or a successor form) establishing that the Non-U.S. Holder is not a U.S. person, unless:

(i) the Non-U.S. Holder actually or constructively owns 10% or more of the total combined voting power of all classes of our stock that are entitled to vote,

(ii) the Non-U.S. Holder is a "controlled foreign corporation" that is a "related person" with respect to us (each, within the meaning of the Tax Code), or

(iii) such interest is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, provided the Non-U.S. Holder provides a properly-executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (x) generally will not be subject to withholding tax, but (y) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the interest or OID at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A Non-U.S. Holder that does not qualify for exemption from withholding tax with respect to interest that is not effectively connected income generally will be subject to withholding of U.S. federal income tax at a 30% rate (or at a reduced rate or exemption from tax under an applicable income tax treaty) on payments that are attributable to accrued interest (including OID). For purposes of providing a properly-executed IRS Form W-8BEN, special procedures are provided under applicable Treasury regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

*Treaty Benefits*. To claim the benefits of a treaty, a Non-U.S. Holder must provide a properly-executed IRS Form W-8BEN (or a successor form) prior to the payment.

*Foreign Government Exemption*. Foreign government related entities should furnish on IRS Form W-8EXP (or successor form) in order to establish an exemption from withholding under Section 892 of the Tax Code.

***Ownership and Disposition of GM Common Stock***

*Dividends*. Any distributions made on GM common stock will constitute a dividend for U.S. federal income tax purposes to the extent of our current or accumulated earnings and profits as determined under U.S. federal income tax principles. Except as described below, dividends paid on GM common stock held by a Non-U.S. Holder that are not effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business will be subject to U.S. federal withholding tax at a rate of 30% (or lower treaty rate or exemption from tax, if applicable). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by filing IRS Form W-8BEN or IRS Form W-8EXP (or, in either case, a successor form) upon which the Non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower treaty rate or exemption from tax with respect to such payments. Dividends paid on GM common stock held by a Non-U.S. Holder that are

effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

*Sale, Redemption or Repurchase*. A Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on gain realized on the sale or other taxable disposition (including a cash redemption) of GM common stock received in the exchange offers or pursuant to our exercise of the call option unless (1) such holder is an individual who was present in the United States for 183 days or more during the taxable year and has a "tax home" in the United States and certain conditions are met, (2) such gain is effectively connected with such Non-U.S. Holder's conduct of a trade or business within the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) or (3) we are or have been a USRPHC at any time within the shorter of the five-year period preceding such disposition or such holder's holding period.

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition of the GM common stock. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

We believe that we have not been a USRPHC for U.S. federal income tax purposes. Although we consider it unlikely based on our current business plans and operations, we may become a USRPHC in the future. If we have been or were to become a USRPHC, a Non-U.S. Holder might be subject to U.S. federal income tax (but not the branch profits tax) with respect to gain realized on the disposition of GM common stock. However, such gain would not be subject to U.S. federal income or withholding tax if (1) our common stock is regularly traded on an established securities market and (2) the Non-U.S. Holder disposing of GM common stock did not own, actually or constructively, at any time during the five-year period preceding the disposition, more than 5% of the value of our common stock.

***Information Reporting and Backup Withholding***

A Non-U.S. Holder generally will not be subject to backup withholding with respect to payments of interest (including accruals of OID) or dividends and any other reportable payments, including amounts received pursuant to the exchange offers or our exercise of the call option and payments of proceeds from the sale, retirement or other disposition of the GM common stock, as long as (1) the payor or broker does not have actual knowledge or reason to know that the holder is a U.S. person, and (2) the holder has furnished to the payor or broker a valid IRS Form W-8BEN (or a successor form) certifying, under penalties of perjury, its status as a non-U.S. person or otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules from a payment to a Non-U.S. Holder will be allowed as a credit against such holder's U.S. federal income tax liability, if any, or will otherwise be refundable, *provided* that the requisite procedures are followed and the proper information is filed with the IRS on a timely basis. You should consult your own tax advisor regarding your qualification for exemption from backup withholding and the procedure for obtaining such an exemption, if applicable. In addition to the foregoing, we generally must report to a Non-U.S. Holder and to the IRS the amount of interest (including OID) and dividends

paid to each Non-U.S. Holder during each calendar year and the amount of tax, if any, withheld from such payments. Copies of the information returns reporting such amounts and withholding may be made available by the IRS to the tax authorities in the country in which a Non-U.S. Holder is a resident under the provision of an applicable income tax treaty or other agreement.

**Reportable Transactions**

Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of certain thresholds. You are urged to consult your own tax advisor regarding these regulations and whether the exchange offers would be subject to these regulations and require disclosure on your tax return.

**Consequences to Us**

For U.S. federal income tax purposes, many of our subsidiaries are members of an affiliated group of corporations of which GM is the common parent, and file a single consolidated U.S. federal income tax return (the "GM Group"). The GM Group reflected in the most recent Form 10-K filed by GM and its subsidiaries consolidated net operating loss ("NOL") carryforwards for U.S. federal income tax purposes of approximately $15.4 billion as of the end of 2008. In addition, the GM Group expects to incur a substantial amount of current operating losses during the taxable year ending December 31, 2009. The amount of any such losses remains subject to audit and adjustment by the IRS.

As discussed below, in connection with the exchange offers, the amount of the GM Group's consolidated NOL carryforwards may be significantly reduced or eliminated, and other tax attributes of the GM Group may be reduced.

For a discussion of the Canadian tax consequences to us, see "*Material Canadian Federal Income Tax Considerations*."

***Cancellation of Debt***

In general, the Tax Code provides that the amount of any cancellation of debt ("COD") of a solvent taxpayer is included in income. The amount of COD income realized is generally the amount by which the indebtedness discharged exceeds the value of any consideration given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD incurred for U.S. federal income tax purposes. In addition, COD income is excluded from income if a taxpayer is insolvent (but only to the extent of the taxpayer's insolvency) or if the COD income is realized pursuant to a confirmed plan of reorganization or court order in a Chapter 11 bankruptcy case.

When the insolvency or bankruptcy exception to income inclusion applies, the Tax Code provides that a taxpayer must reduce certain of its tax attributes—such as NOL carryforwards and current year NOLs, capital loss carryforwards, tax credits, and tax basis in assets—by the amount of any COD excluded from income. The taxpayer can elect to reduce the basis of depreciable property prior to any reduction in its NOL carryforwards or other tax attributes. Where the taxpayer joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the taxpayer and other members of the group be reduced. Any reduction in tax attributes in respect of excluded COD income does not occur until after the determination of the taxpayer's income or loss for the taxable year in which the COD income is realized.

We expect to realize a substantial amount of COD income as a result of restructuring our debt obligations, including the exchange offers. The amount of COD we realize will depend on the value of GM common stock

issued in satisfaction of our debt obligations. If we are considered solvent for U.S. federal income tax purposes immediately prior to the completion of the exchange offers, it is anticipated that, depending on the amount of COD incurred, a significant amount of our tax attributes will be used to offset such taxable COD income. Alternatively, if we are considered insolvent for U.S. federal income tax purposes immediately prior to the completion of the exchange offers, it is nevertheless anticipated that our consolidated NOL carryforwards will be significantly reduced or even eliminated. In the latter event, other tax attributes may also be required to be reduced.

The American Recovery and Reinvestment Act of 2009 (the "Act") permits us to elect to defer the inclusion of COD income resulting from the restructuring of our debt obligations, with the amount of COD income becoming includible in our income ratably over a five-taxable year period beginning in the fifth taxable year after the COD income arises. The collateral tax consequences of making such election are complex. We currently are analyzing whether the deferral election would be advantageous.

***Potential Limitations on NOL Carryforwards and Other Tax Attributes***

Following the settlement date, any remaining NOL carryforwards and certain other tax attributes (including current year NOLs) allocable to periods prior to such date (collectively, "pre-change losses") will be subject to limitation if Section 382 of the Tax Code applies to us as a result of the changes in ownership described below. Any Section 382 limitations apply in addition to, and not in lieu of, the use of attributes or the attribute reduction that results from the COD arising in connection with the exchange offers.

Under Section 382 of the Tax Code, if a corporation undergoes an "ownership change" and the corporation does not qualify for (or elects out of) the special bankruptcy exception discussed below, the amount of its pre-change losses that may be utilized to offset future taxable income is subject to an annual limitation. But for recent law changes described below, the issuance of the GM common stock pursuant to the exchange offers and/or the U.S. Treasury Debt Conversion would constitute an "ownership change" of the GM Group for these purposes.

In general, the amount of the annual limitation to which a corporation that undergoes an ownership change will be subject is equal to the product of (i) the fair market value of the stock of the corporation *immediately before* the ownership change (with certain adjustments) multiplied by (ii) the "long term tax exempt rate" in effect for the month in which the ownership change occurs (5.27% for ownership changes occurring in April 2009). Despite this general rule, the Act provides that no annual limitation will apply to an ownership change resulting from a restructuring plan of a taxpayer that is required pursuant to the taxpayer's loan with the U.S. Treasury under the Emergency Economic Stabilization Act of 2008. In addition, according to an IRS Notice, stock issued to the U.S. Treasury pursuant to the Automotive Industry Financing Program is not considered to increase the U.S. Treasury's ownership of the issuing entity for purposes of Section 382 of the Tax Code. As described in "*Summary—Summary of the Restructuring*" above, we are undertaking the exchange offers and the U.S. Treasury Debt Conversion to meet our debt reduction obligations that are part of the restructuring requirements of the First U.S. Treasury Loan Agreement. There can be no assurance however, that these or subsequent events involving our stock will not give rise to an ownership change that is subject to the limitations under Section 382 of the Tax Code. If the U.S. Treasury disposes of shares of GM common stock acquired pursuant to the U.S. Treasury Debt Conversion, such disposition may give rise to an ownership change under Section 382 of the Tax Code.

In the event that the exemption provided by the Act does not apply, certain special relief provisions would be available in the case of an ownership change occurring pursuant to a confirmed plan of reorganization or court order in a Chapter 11 bankruptcy case. In such instance, the annual limitation generally would be determined based on the fair market value of our stock *immediately after* (rather than before) the ownership change, subject to certain adjustments and limitations. In addition, if certain creditor ownership requirements are satisfied, a different exemption from the annual limitation may apply.

Any portion of an annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year. However, if the corporation does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, or if certain shareholders claim worthless stock deductions and continue to hold their stock in the corporation at the end of the taxable year, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation's pre-change losses, absent any increases due to recognized built-in gains discussed below. Generally, NOL carryforwards expire after 20 years.

In the event of an annual limitation, Section 382 of the Tax Code also limits the deduction of certain built-in losses recognized subsequent to the date of the ownership change. If a loss corporation has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "*built-in*" income, gain, loss and deduction), then any built-in losses recognized during the following five years (up to the amount of the original net unrealized built-in loss) generally will be treated as pre-change losses and similarly will be subject to the annual limitation. Conversely, if the loss corporation has a net unrealized built-in gain at the time of an ownership change, any built-in gains recognized (or, according to an IRS notice, treated as recognized) during the following five years (up to the amount of the original net unrealized built-in gain) generally will increase the annual limitation in the year recognized, such that the loss corporation would be permitted to use its pre-change losses against such built-in gain income in addition to its regular annual allowance.

In general, a loss corporation's net unrealized built-in gain or loss will be deemed to be zero unless the amount of such net unrealized built-in gain or loss is greater than the lesser of (a) $10 million or (b) 15% of the fair market value of its assets (with certain adjustments) before the ownership change.

Accordingly, the impact of any future ownership change depends upon, among other things, the amount of pre-change gains and losses remaining after the use or reduction of attributes due to the COD, the value of both the stock and assets of the GM Group at such time, the continuation of its business, and the amount and timing of future taxable income.

***Alternative Minimum Tax***

In general, a U.S. federal alternative minimum tax ("AMT") is imposed on a corporation's alternative minimum taxable income at a 20% rate to the extent that such tax exceeds the corporation's regular U.S. federal income tax. For purposes of computing taxable income for AMT purposes, certain tax deductions and other beneficial allowances are modified or eliminated. In particular, even though a corporation otherwise might be able to offset all of its taxable income for regular tax purposes by available NOL carryforwards, only 90% of a corporation's taxable income for AMT purposes may be offset by available NOL carryforwards (as computed for AMT purposes).

In addition, if a corporation undergoes an ownership change and is in a net unrealized built-in loss position (as determined for AMT purposes) on the date of the ownership change, the corporation's aggregate tax basis in its assets is generally reduced for certain AMT purposes to reflect the fair market value of such assets as of the change date. It is unclear whether this rule applies if, for regular tax purposes, the net unrealized built-in loss provisions under Section 382 of the Tax Code are effectively rendered inapplicable because of the Act.

Any AMT that a corporation pays generally will be allowed as a nonrefundable credit against its regular U.S. federal income tax liability in future taxable years when the corporation is no longer subject to the AMT.

Notwithstanding the above, we do not expect to pay any AMT as a result of the exchange offers and the U.S. Treasury Debt Conversion.

***Deductibility of Interest***

To the extent that we have or incur any debt obligations to the U.S. Treasury following the U.S. Treasury Debt Conversion, the deductibility of interest thereon may be limited under Section 163(j) of the Tax Code.

## MATERIAL CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following summary describes the material Canadian federal income tax considerations of the implementation of the exchange offers and the proposed amendments to the debt instruments governing the old GM Nova Scotia notes and the exercise by GM Nova Scotia of the call option, generally applicable to GM Nova Scotia, and to holders of old GM Nova Scotia notes described immediately below. This summary is applicable to a beneficial owner of old Nova Scotia notes who, at all relevant times, for purposes of the application of the *Income Tax Act* (Canada) and the *Income Tax Regulations* (collectively, the "Tax Act"): (1) is not, and is not deemed to be, resident in Canada; (2) holds old GM Nova Scotia notes and GM common stock as capital property; (3) deals at arm's length with us; and (4) does not use or hold, and is not deemed to use or hold, old GM Nova Scotia notes and GM common stock in a business carried on in Canada (a "Non-Canadian Holder"). Special rules, which are not discussed in this summary, may apply to a non-Canadian holder that is an insurer that carries on an insurance business in Canada and elsewhere.

This summary is based on the current provisions of the Tax Act and our understanding of the current administrative policies and assessing practices of the Canada Revenue Agency published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "Proposed Legislation") and assumes that all Proposed Legislation will be enacted in the form proposed. However, no assurances can be given that the Proposed Legislation will be enacted as proposed, or at all. We have not requested a ruling from the Canada Revenue Agency or any tax authority, with respect to any of the Canadian tax aspects of the contemplated transactions. This summary does not otherwise take into account or anticipate any changes in law or administrative policy or assessing practice whether by legislative, regulatory, administrative or judicial action nor does it take into account tax legislation or considerations of any province, territory or foreign jurisdiction, which may differ from those discussed herein. This discussion does not apply to any person that acquires GM common stock in the secondary market.

**This summary is of a general nature only and is not, and is not intended to be, legal or tax advice to any particular holder. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, holders should consult their own tax advisors having regard to their own particular circumstances.**

We intend to take the position, and the rest of this discussion assumes, that for purposes of the Tax Act, the proposed amendments with respect to the old GM Nova Scotia notes will not result in an exchange or substitution of the obligation evidenced by such notes for a new obligation of GM Nova Scotia. Based on this position, which is not free from doubt, a holder of old GM Nova Scotia notes will not dispose of such notes on the adoption of the proposed amendments, and so will not then realize any income, gain, or loss with respect to such notes as a result of the proposed amendments.

The following discussion assumes that if the proposed amendments to the old GM Nova Scotia notes become effective, then GM Nova Scotia will immediately exercise the call option. We further assume that for purposes of the Tax Act, the value of the consideration received by a Non-Canadian Holder on the exchange of an old GM Nova Scotia note will not exceed the price for which such obligation was issued.

The following discussion assumes that at all relevant times the GM common stock and any interest in any such shares (including an old GM Nova Scotia note as amended pursuant to the proposed amendments), will not constitute "taxable Canadian property" to a Non-Canadian Holder for purposes of the Tax Act. GM common stock and any interest therein would generally only be taxable Canadian property at a particular time if, among other things, at any time during the 60-month period that ends at that time, more than 50% of the fair market value of the GM common stock was derived, directly or indirectly, from a combination of real property situated in Canada, Canadian resource properties, and timber resource properties. GM common stock would not reasonably be expected to satisfy this requirement. In any event, GM common stock would generally not

constitute taxable Canadian property to a Non-Canadian Holder at a particular time provided that (1) the shares are listed at that time on a designated stock exchange (which includes the NYSE), and (2) the Non-Canadian Holder, persons with whom the Non-Canadian Holder does not deal with at arm's length, or the Non-Canadian Holder together with all such persons, have not owned 25% or more of the issued shares of any class or series of the capital stock of GM at any time during the 60-month period that ends at that time.

**Exchange Offer and Exercise of the Call Option**

Amounts paid to a Non-Canadian Holder pursuant to the exchange offer for old GM Nova Scotia notes or the exercise of the old GM Nova Scotia notes call option, including amounts on account of accrued interest, will not be subject to Canadian withholding tax. No taxes on income (including taxable capital gains) will be payable by a Non-Canadian Holder in respect of the disposition of old GM Nova Scotia notes pursuant to the exchange offer or exercise of the call option.

**Disposition of GM common stock**

A Non-Canadian Holder will not be subject to tax under the Tax Act on any capital gain realized on a disposition of GM common stock, unless such shares are taxable Canadian property to the Non-Canadian Holder for purposes of the Tax Act and the Non-Canadian Holder is not entitled to relief under an applicable income tax convention between Canada and the country in which the Non-Canadian Holder is resident. For the reasons cited above, we assume that the GM common stock will not be taxable Canadian property to a Non-Canadian Holder, and on this basis a Non-Canadian Holder will not be subject to tax under the Tax Act on a disposition of such shares.

**Consequences to GM Nova Scotia**

Very generally, the Tax Act provides that the amount of any debt of a taxpayer that is forgiven (the "Forgiven Amount") must first be applied to reduce certain tax attributes of the taxpayer. To the extent that the Forgiven Amount exceeds such tax attributes, the taxpayer may elect with an "eligible transferee," which includes a taxable Canadian corporation that is controlled by the person who controls the taxpayer at the time the Forgiven Amount arises, to apply any such excess Forgiven Amount to reduce certain tax attributes of that corporation. Half of any Forgiven Amount not so applied is included in computing the income of the taxpayer for the taxation year in which the Forgiven Amount arises. However, very generally, the taxpayer may then claim an offsetting deduction in computing its income for the year, to the extent the amount so included in computing the income of the taxpayer is greater than twice the net assets of the taxpayer, as determined as at the end of the taxation year pursuant to the relevant provisions of the Tax Act (the "net asset rule").

GM Nova Scotia is expected to realize a substantial Forgiven Amount resulting from the implementation of the exchange offers for the old GM Nova Scotia notes and exercise of the call option. Very generally, the Forgiven Amount will be the amount determined in Canadian dollars, that is equal to the difference between the aggregate amount of the old GM Nova Scotia notes so settled, and the amount paid in satisfaction of the principal amount of such notes, pursuant to the exchange offer or the exercise of the call option, as applicable. For purposes of determining the Forgiven Amount, all amounts must be converted into Canadian dollars based on exchange rates as determined in accordance with the rules of the Tax Act. It is not certain whether GM Nova Scotia will have sufficient tax attributes against which the Forgiven Amount can be applied for purposes of these rules. In that case, half of any such excess Forgiven Amount realized by GM Nova Scotia on the implementation of the exchange offers and exercise of the call option would be included in computing GM Nova Scotia's income for the taxation year in which the Forgiven Amount is realized (subject to a potential income deduction pursuant to the net asset rule), unless it elects with an eligible transferee to cause the excess Forgiven Amount to be applied to reduce the tax attributes of that transferee.

## NON-U.S. OFFER RESTRICTIONS

This prospectus does not constitute an offer to participate in the exchange offers and the consent solicitations to any person in any jurisdiction where it is unlawful to make such an offer or solicitations. The exchange offers and consent solicitations are being made on the basis of this prospectus and are subject to the terms described herein. Each prospective investor should consult its advisors as needed to make its investment decision and to determine whether it is legally permitted to participate in the exchange offers and consent solicitations under applicable legal investment or similar laws or regulations.

Each prospective investor must comply with all applicable laws and regulations in force in any jurisdiction in which it participates in the exchange offers and consent solicitations or possesses or distributes this prospectus and must obtain any consent, approval or permission required by it for participation in the exchange offers and consent solicitations under the laws and regulations in force in any jurisdiction to which it is subject, and neither we nor the Dealer Managers nor any of our or their respective representatives shall have any responsibility therefor.

No action with respect to the offer of exchange consideration has been or will be taken in any jurisdiction except Austria, the United Kingdom, Belgium, France, Germany, the Netherlands, Spain, Switzerland, Italy and Luxembourg (the "EU Approved Offering Countries") that would permit a public offering in relation to the exchange offers or consent solicitations, or the possession, circulation or distribution of this prospectus or any material relating to us or the exchange consideration where action for that purpose is required. Accordingly, the exchange offers may not be conducted, directly or indirectly, and neither this prospectus nor any other offering material or advertisement in connection with the exchange offers may be distributed or published, in or from any such country or jurisdiction, except in compliance with any applicable rules or regulations of any such country or jurisdiction.

In relation to each Member State of the European Economic Area ("EEA") which has implemented Directive 2003/71/EC of the European Parliament and Council (the "Prospectus Directive") (each, a "Relevant Member State"), other than EU Approved Offering Countries, GM, GM Nova Scotia and each Dealer Manager has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") that neither GM, GM Nova Scotia nor any Dealer Manager has made nor will make an offer of GM common stock to the public in that Relevant Member State prior to the publication of a prospectus in relation to the GM common stock which has been approved by the competent authority in that Relevant Member State other than EU Approved Offering Countries or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive and applicable law, except that we may, with effect from and including the Relevant Implementation Date, make an offer of GM common stock to a "non-U.S. qualified offeree" in a Relevant Member State.

For purposes of the exchange offers (and the exercise of the call option), "non-U.S. qualified offeree" means:

(a) a person who is determined by us in our sole discretion to be eligible to receive exchange consideration;

(b) a person who has delivered to the Clearing Systems on or prior to the expiration date (and has not revoked), a validly completed and duly executed letter of transmittal or agent's messages in lieu thereof, or a valid electronic instruction notice certifying that it is a non-U.S. qualified offeree;

(c) legal entities in the EEA that are authorized or regulated to operate in the financial markets in the applicable jurisdiction or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(d) legal entities in the EEA that have two or more of

(i) an average of at least 250 employees during the last financial year,

(ii) a total balance sheet of more than €43,000,000 and

(iii) annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(e) any other entity in the EEA in circumstances that do not require the publication of a prospectus by us in the applicable jurisdiction pursuant to Article 3 of the Prospectus Directive as implemented by any Member State of the EEA;

(f) a person or legal entity that is resident in:

(i) the United Kingdom;

(ii) the Grand Duchy of Luxembourg;

(iii) Germany;

(iv) Austria;

(v) France;

(vi) Belgium;

(vii) the Netherlands;

(viii) Spain;

(ix) Italy; or

(x) Switzerland;

provided that any person falling under paragraph (f) above, other than a resident of Switzerland or a person who does not otherwise constitute a non-U.S. qualified offeree pursuant to the provisions of paragraphs (a) to (e) above or (g) below, shall only be deemed to be a non-U.S. qualified offeree subsequent to the provision by the UKLA of the EU Approved Prospectus to the competent authority in the relevant jurisdiction listed in paragraph (f) above pursuant to Articles 17 and 18 of the Prospectus Directive; or

(g) a person or legal entity that is:

(i) resident in Canada, with respect to (i) convertible old notes, any holder; and (ii) old notes other than convertible old notes, a holder who is an "accredited investor" as defined in National Instrument 45-106—Prospectus and Registration Exemptions ("NI 45-106") and who otherwise qualifies for the exemption contained in Section 2.3 of NI 45-106;

(ii) in Finland and a qualified investor (*kokenut sijoittaja*) as defined in, and in accordance with Chapter 1 section 4 subsection 6 of the Securities Markets Act (*Arvopapermarkkinalaki*) (26.5.1989/495, as amended);

(iii) in Singapore either (a) an existing holder of old notes or (b) and a person to whom an offer of securities may be made pursuant to Section 274 (institutional investors exemption) or Section 275 (accredited investors and other relevant persons exemption) of the Securities and Futures Act Cap. 289 of Singapore;

(iv) resident in Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) and a qualified institutional investor ("QII") as defined in Article 2, Paragraph 3, Item 1 of the Financial Instruments and Exchange Law of Japan; (Law No. 25 of 1948) (the "FIEA"); provided that in order for a resident of Japan to be deemed a non-U.S. qualified offeree pursuant to this subsection, such resident must acknowledge and agree not to transfer any common stock received pursuant to the exchange offers to any person that is not a QII;

(v) in Hong Kong, and is a "professional investor" as defined in the Securities and Futures Ordinance (Cap. 571) (the "SFO") of Hong Kong and any rules made under the SFO;

(vi) resident in South Korea and (i) an "institutional investor" as referred to in Article 2-4, Paragraph (3), Sub-paragraph 6 of the Presidential Decree to the Securities and Exchange Act of South Korea and (ii) obtains an authorisation for acquisition of New Securities as required under the Foreign Exchange Transaction Act of South Korea;

(vii) resident in the United Arab Emirates but who is not located in the Dubai International Financial Centre;

(viii) otherwise resident in a jurisdiction in which delivery or deemed delivery of exchange consideration to such person would not be unlawful.

The exchange offer period in Italy will only commence following the clearance of the exchange offer by CONSOB pursuant to Article 102 onwards of Legislative Decree No. 58 of February 24, 1998. Should such clearance not be obtained in good time before the commencement of the offer period as specified in this prospectus, the commencement of the offer period in Italy only will be postponed. A notice about the commencement date of the offer period in Italy will be given by publication of an advert in the Italian newspaper "*Il Sole 24 Or*e" as well as by way of press release which shall be sent to two press agencies in Italy and to CONSOB.

Each holder of old notes outside of the United States that submits the letter of transmittal or agrees to the terms of the letter of transmittal pursuant to an agent's message, or that submits an electronic instruction notice will be deemed to represent, warrant and agree that they are a non-U.S. qualified offeree. If you are acquiring any GM common stock for the account of a holder outside of the United States, you will be deemed to represent, warrant and agree that you have full power to acknowledge, on behalf of such account, that such account constitutes a non-U.S. qualified offeree. In addition, each such holder of old notes, or any entity that is acting on behalf of a such a holder of old notes, that submits the letter of transmittal, or agrees to the terms of the letter of transmittal pursuant to an agent's message, or that submits an electronic instruction notice, will be deemed to acknowledge that GM, GM Nova Scotia, the Dealer Managers and others will rely upon the truth and accuracy of your foregoing acknowledgements and representations.

***European Union.*** This prospectus has been prepared on the basis that the exchange offers will either be made pursuant to an exemption under the Prospectus Directive (except in the EU Approved Offering Countries), as implemented in member states of the EEA, from the requirement to produce a prospectus for offers of the exchange consideration or by the use of this prospectus, as a prospectus approved by the UKLA and prepared in accordance with the Prospectus Directive and the Prospectus Rules made under section 73A of FSMA. Accordingly, any person making or intending to make any offer of the exchange consideration within the EEA (except in the EU Approved Offering Countries) should only do so in the EU Approved Offering Countries using this prospectus, or, in any other EU jurisdiction, in circumstances in which no obligation arises for GM, GM Nova Scotia or any of the Dealer Managers to produce a prospectus for such offer. Neither GM nor GM Nova Scotia has authorized, nor does it authorize, the making of any offer of the exchange consideration through any financial intermediary.

***Austria.*** This prospectus has been drawn up in compliance with the Prospectus Directive and the Commission Regulation (EC) No. 809/2004. The document has been approved by the UKLA and has been notified by the UKLA to the FMA in Austria in accordance with art. 18 of the Prospectus Directive (implemented by sec. 8b of the Capital Market Act) for public offer in Austria. This prospectus has been published on the website of GM and is accessible to investors in Austria through the website of GM.

***Belgium.*** This prospectus or any other offering material has not been and will not be submitted for approval or recognition to the CBFA and, accordingly, the exchange offers may not be made in Belgium by way of a public offering, as defined for the purposes of the Belgian Law of April 1, 2007 on public takeover bids or as defined for the purposes of the Belgian Law of June 16, 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets, each as amended or replaced from time to time. Accordingly, the exchange offers may not be advertised and the exchange offers will not be extended and no memorandum, information circular, brochure or any similar document has or will be distributed, directly or indirectly, to any person in Belgium other than "qualified investors" in the sense of Article 10 of the Belgian Law of June 16, 2006 on the public offer of placement instruments and the admission to trading of placement

instruments on regulated markets (as amended from time to time). This prospectus has been issued only for the personal use of the above qualified investors and exclusively for the purpose of the exchange offers. Accordingly, the information contained herein may not be used for any other purpose or disclosed to any other person in Belgium.

***Canada.*** The exchange offers are being made in Canada on the basis of exemptions from the formal issuer bid requirements and the prospectus and dealer registration requirements under applicable Canadian securities laws. The exchange offers and consent solicitations are only being made in Canada to those holders who qualify as non-US qualified offerees pursuant to the description in subparagraph g(i) above. The exchange offers and consent solicitations are being made to such non-US qualified offerees only pursuant to the Canadian Offering Memorandum, which will incorporate this prospectus. No securities commission or similar authority in Canada has reviewed or in any way passed upon the Canadian Offering Memorandum (including this prospectus incorporated therein), or the merits of the securities to be issued in exchange for old notes, and any representation to the contrary is an offence. Canadian Holders of USD old notes must tender their USD old notes through DTC and agree to be bound by the terms of the letter of transmittal. Canadian holders of non-USD old notes must be tendered through Euroclear or Clearstream and agree to be bound by the terms of an electronic instruction notice in accordance with the requirements of the relevant Clearing System. The procedures for tendering old notes held by Canadian holders are further described in the Canadian Offering Memorandum. Holders of old notes resident in Canada are advised to contact the Solicitation and Information Agent for a copy of the Canadian Offering Memorandum.

***Denmark.*** This prospectus does not constitute a prospectus under any Danish laws or regulations and has not been filed with or approved by the Danish Financial Supervisory Authority or any other Danish regulatory authority as this prospectus has not been prepared in the context of a public offering of securities in Denmark within the meaning of the Danish Securities Trading Act or any Executive Orders issued in connection thereto. The GM common stock has not been offered or sold and will not be offered, sold or delivered directly or indirectly in Denmark, *except to* (i) "qualified investors" (as defined in Section 2 of the Executive Order No. 1232 of October 22, 2007 on Prospectuses for Securities Admitted for Listing or Trade on a Regulated Market, and on the First Public Offer of Securities exceeding EUR 2,500,000) and/or to (ii) less than 100 individuals or legal entities, who are not qualified investors (cf. Section 2 of the Executive Order No. 1232 of October 22, 2007 on Prospectuses for Securities Admitted for Listing or Trade on a Regulated Market, and on the First Public Offer of Securities exceeding EUR 2,500,000) or otherwise in circumstances which will not result in the offer of the GM common stock being subject to the Danish Prospectus requirements of preparing and filing a prospectus (cf. Part 6 or 12 of the Danish Securities Trading Act No. 848 of August 19, 2008 Executive Order No. 1232 of October 22, 2007 on Prospectuses for Securities Admitted for Listing or Trade on a Regulated Market, and on the First Public Offer of Securities exceeding EUR 2,500,000 and Executive Order No. 1231 of October 22, 2007 on Prospectuses for the First Public Offer of Certain Securities between EUR 100,000 and EUR 2,500,000).

***France.*** An admission to trading on Euronext Paris is contemplated for the new shares of GM common stock issued upon consummation of the exchange offers. This prospectus constitutes a prospectus (including any amendment or supplement thereto or replacement thereof) prepared in connection with such admission, submitted for clearance to the UKLA, and has been notified to the Autorité Des Marchés-Financiers ("AMF") being the relevant competent authority in France, to be passported into France. In connection with the initial distribution of the new shares of GM common stock on Euronext Paris, no exchange consideration has been offered or sold nor will any exchange consideration be offered or sold, directly or indirectly, to the public in France; neither this prospectus nor any other offering material relating to the exchange consideration has been distributed or caused to be distributed, and this prospectus and any other offering material relating to the exchange consideration will not be distributed or caused to be distributed to the public in France; such offers, sales and distributions have been and shall only be made in France to (i) persons providing investment services relating to portfolio management for the accounts of third parties (*personnes fournissant le service d'investissement de gestion de portefeuilles pour compte de tiers*) and/or (ii) qualified investors (*investisseurs*

*qualifiés*) or a restricted circle of investors (*cercle restreint d'investisseurs*), all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 to D.411-4, D.744-1, D.754-1 and D.764-1 of the French *Code monétaire et financier*.

***Germany.*** Any public offer or solicitation of securities within Germany or any securities which are permitted for trading at an organized market in Germany or elsewhere in the EEA must be in full compliance with the German Securities Prospectus Act (*Wertpapierprospektgesetz* (the "WpPG")), which implements the Prospectus Directive in Germany, and any other applicable laws in the Federal Republic of Germany. The offer and solicitation of securities to the public in Germany requires the prior publication (with specific requirements for a publication being set out in the WpPG) of a prospectus drawn up in accordance with the Prospectus Directive and the WpPG (a "PD-compliant Prospectus") approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* (the "BaFin")) or the notification of a PD-compliant Prospectus approved by another competent authority in the EEA in accordance with Art. 17 and Art. 18 of the Prospectus Directive. This prospectus constitutes a PD-compliant Prospectus which has been approved and attested by the UKLA as being a PD-compliant Prospectus and together with a German language summary of the prospectus notified to the BaFin in accordance with Art. 18 of the Prospectus Directive and the WpPG.

This prospectus together with a German language summary of the prospectus constitutes a public offer in Germany. Any investor participating in the exchange offer is solely responsible for ensuring that any offer or resale of old notes under or in connection with the exchange offers, by such investor will occur in compliance with the applicable German laws and regulations. The information in the prospectus is intended only for the use of its recipients. No person located in Germany other than the original recipients of the prospectus may rely on it or its contents.

***Greece.*** This prospectus has not been approved by the Hellenic Capital Markets Commission or another EU equivalent authority and consequently is not addressed to or intended for use, in any way whatsoever, by Greek residents. The GM common stock has not been offered or sold and will not be offered, sold or delivered directly or indirectly in Greece, *except* to (i) "qualified investors" (as defined in article 2(f) of Greek Law 3401/2005) and/or to (ii) less than 100 individuals or legal entities, who are not qualified investors (article 3, paragraph 2(b) of Greek Law 3401/2005), or otherwise in circumstances which will not result in the offer of the new common stock being subject to the Greek Prospectus requirements of preparing a filing a prospectus (under articles 3 and 4 of Greek Law 3401/2005).

***Italy.*** This prospectus has been approved by UKLA and has been notified by UKLA to CONSOB, being the competent authority in Italy, pursuant to Articles 17 and 18 of Directive 2003/71/CE and relevant implementing Italian laws and regulations. The offer will be carried out in compliance with Italian applicable laws and regulations, including Articles 102 onwards of Legislative Decree No. 58 of February 24, 1998.

***Japan.*** The GM common stock issued pursuant to the exchange offers has not been and will not be registered under Article 4, paragraph 1 of the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948) (the "FIEA") pursuant to an exemption from the registration requirement applicable to a private placement of securities to a limited number of investors and qualified institutional investors (as defined in Article 2, paragraph 3, item 1 of the FIEA, "QIIs") ("Small Number Private Placement Exemption") under Article 2, paragraph 3, item 1 of the FIEA. Accordingly, the common stock has not been, directly or indirectly, offered, issued or delivered and will not be, directly or indirectly, offered, issued or delivered in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan who is not a QII; and pursuant to the Small Number Private Placement Exemption, any holder who is a QII and initially acquires the common stock by tendering the old notes and each subsequent holder of such new notes or such new common equity may not transfer such common stock to any person that is not a QII.

***Hong Kong.*** The contents of the Prospectus have not been reviewed by any regulatory authority in Hong Kong.

***Netherlands.*** This document has been drawn up in compliance with the Prospectus Directive and the Commission Regulation (EC) No. 809/2004. The document has been approved by the UKLA and has been notified by the UKLA to the Netherlands Authority for the Financial Market (*Autoriteit Financiële Markten*) in accordance with Article 18 of the Prospectus Directive (implemented by Section 5:11 of the Financial Supervision Act (*Wet op het financieel toezicht*)) for a public offer in The Netherlands. This document has been made generally available by means of publication on the website of GM and is accessible to investors in The Netherlands through the website of GM.

***Spain.*** This document has been approved by UKLA and has been notified by UKLA to the CNMV, being the competent authority in Spain, pursuant to Articles 17 and 18 of Directive 2003/71/CE and relevant implementing Spanish laws and regulations. The offer will be carried out in compliance with Spanish applicable laws and regulations, including Section 29 of the Spanish Securities Markets Act 1988 (as amended) and Sections 29 and 30 of Royal Decree 1310/2005.

***Switzerland.*** Holders of old notes may only be invited to offer to exchange their old notes for GM common stock pursuant to this exchange offer and the common stock may only be offered in or into Switzerland in compliance with all applicable laws and regulations in force in Switzerland. To ensure compliance with the Swiss Code of Obligations and all other applicable laws and regulations of Switzerland, only this document and the documents deemed to be incorporated by reference in this document may be used in the context of any invitation to holder of old notes to offer to exchange their old notes for GM common stock pursuant to this exchange offer or any offer of the stock in or into Switzerland.

## LEGAL MATTERS

Weil, Gotshal & Manges LLP, our special counsel, will pass upon the validity of the exchange consideration to be delivered to the holders of the old notes in connection with the exchange offers and certain other matters in connection with the exchange offers and consent solicitations. Certain matters in connection with the exchange offers and the consent solicitations will be passed upon by our counsel, Jenner & Block LLP. Cahill Gordon & Reindel LLP will pass upon certain legal matters in connection with the exchange offers and the consent solicitations for the Dealer Managers.

## EXPERTS

The consolidated financial statements and financial statement schedule of General Motors Corporation incorporated in this prospectus by reference from our Annual Report on Form 10-K for the year ended December 31, 2008, and the report on the effectiveness of our internal control over financial reporting, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference, which reports express (1) an unqualified opinion on the consolidated financial statements and financial statement schedule and includes explanatory paragraphs relating to (a) the existence of substantial doubt about the Corporation's ability to continue as a going concern, (b) the fair value measurement of certain assets and liabilities; the recognition and measurement of uncertain tax positions; the change in measurement date for defined benefit plan assets and liabilities; and the recognition of the funded status of the Corporation's defined benefit plans, and (c) the sale of a controlling interest in GMAC and (2) an adverse opinion on the effectiveness of GM's internal control over financial reporting because of a material weakness. Such financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of GMAC incorporated in this prospectus by reference from the General Motors Corporation Annual Report on Form 10-K for the year ended December 31, 2008 have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such financial statements have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

## DELIVERY OF LETTERS OF TRANSMITTAL

Manually signed facsimile copies of the letters of transmittal and consents will be accepted. The letter of transmittal and consent and old notes and any other required documents should be sent or delivered by each tendering holder or a beneficial owner's broker, bank, or other nominee or custodian to the Exchange Agent, at its addresses set forth on the back cover of this prospectus.

The Exchange Agent and Solicitation and Information Agent for the exchange offers and consent solicitations is D.F. King & Co., Inc.

**ANNEX A**

The proposed amendments to the 1990 Indenture and 1995 Indenture will delete the following provisions:

"SECTION 4.06 *Limitations on Liens*. For the benefit of the Securities, the Corporation will not, nor will it permit any Manufacturing Subsidiary to, issue or assume any Debt secured by a Mortgage upon any Principal Domestic Manufacturing Property of the Corporation or any Manufacturing Subsidiary or upon any shares of stock or indebtedness of any Manufacturing Subsidiary (whether such Principal Domestic Manufacturing Property, shares of stock or indebtedness are now owned or hereafter acquired) without in any such case effectively providing concurrently with the issuance or assumption of any such Debt that the Securities (together with, if the Corporation shall so determine, any other indebtedness of the Corporation or such Manufacturing Subsidiary ranking equally with the Securities and then existing or thereafter created) shall be secured equally and ratably with such Debt, unless the aggregate amount of Debt issued or assumed and so secured by Mortgages, together with all other Debt of the Corporation and its Manufacturing Subsidiaries which (if originally issued or assumed at such time) would otherwise be subject to the foregoing restrictions, but not including Debt permitted to be secured under clauses (i) through (vi) of the immediately following paragraph, does not at the time exceed 20% of the stockholders' equity of the Corporation and its consolidated subsidiaries, as determined in accordance with generally accepted accounting principles and shown on the audited consolidated balance sheet contained in the latest published annual report to the stockholders of the Corporation.

The above restrictions shall not apply to Debt secured by (i) Mortgages on property, shares of stock or indebtedness of any corporation existing at the time such corporation becomes a Manufacturing Subsidiary; (ii) Mortgages on property existing at the time of acquisition of such property by the Corporation or a Manufacturing Subsidiary, or Mortgages to secure the payment of all or any part of the purchase price of such property upon the acquisition of such property by the Corporation or a Manufacturing Subsidiary or to secure any Debt incurred prior to, at the time of, or within 180 days after, the later of the date of acquisition of such property and the date such property is placed in service, for the purpose of financing all or any part of the purchase price thereof, or Mortgages to secure any Debt incurred for the purpose of financing the cost to the Corporation or a Manufacturing Subsidiary of improvements to such acquired property; (iii) Mortgages securing Debt of a Manufacturing Subsidiary owing to the Corporation or to another Subsidiary; (iv) Mortgages on property of a corporation existing at the time such corporation is merged or consolidated with the Corporation or a Manufacturing Subsidiary or at the time of a sale, lease or other disposition of the properties of a corporation as an entirety or substantially as an entirety to the Corporation or a Manufacturing Subsidiary; (v) Mortgages on property of the Corporation or a Manufacturing Subsidiary in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country, or any political subdivision thereof, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Mortgages; or (vi) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Mortgage referred to in the foregoing clauses (i) to (v), inclusively; *provided, however*, that the principal amount of Debt secured thereby shall not exceed by more than 115% the principal amount of Debt so secured at the time of such extension, renewal or replacement and that such extension, renewal- or replacement shall be limited to all or a part of the property which secured the Mortgage so extended, renewed or replaced (plus improvements on such property).

SECTION 4.07 *Limitation on Sale and Lease-Back*. For the benefit of the Securities, the Corporation will not, nor will it permit any Manufacturing Subsidiary to, enter into any arrangement with any person providing for the leasing by the Corporation or any Manufacturing Subsidiary of any Principal Domestic Manufacturing Property owned by the Corporation or any Manufacturing Subsidiary on the date that the Securities are originally issued (except for temporary leases for a term of not more than five years and except for leases between the Corporation and a Manufacturing Subsidiary or between Manufacturing Subsidiaries), which property has been or is to be sold or transferred by the Corporation or such Manufacturing Subsidiary to such person, unless either (i) the Corporation or such Manufacturing Subsidiary would be entitled, pursuant to the provisions of the

covenant on limitation on liens described above, to issue, assume, extend, renew or replace Debt secured by a Mortgage upon such property equal in amount to the Attributable Debt in respect of such arrangement without equally and ratably securing the Securities; provided, however, that from and after the date on which such arrangement becomes effective the Attributable Debt in respect of such arrangement shall be deemed for all purposes under the covenant on limitation on liens described in Section 4.06 and this covenant on limitation on sale and lease-back to be Debt subject to the provisions of the covenant on limitation on liens described above (which provisions include the exceptions set forth in clauses (i) through (vi) of such covenant), or (ii) the Corporation shall apply an amount in cash equal to the Attributable Debt in respect of such arrangement to the retirement (other than any mandatory retirement or by way of payment at maturity), within 180 days of the effective retirement date of any such arrangement, of Debt of the Corporation or any Manufacturing Subsidiary (other than Debt owned by the Corporation or any Manufacturing Subsidiary) which by its terms matures at or is extendible or renewable at the option of the obligor to a date more than twelve months after the date of the creation of such Debt.

SECTION 4.08 *Definitions Applicable to Sections 4.06 and 4.07*. The following definitions shall be applicable to the covenants contained in Sections 4.06 and 4.07 hereof:

(a) "Attributable Debt" means, at the time of determination as to any lease, the present value (discounted at the actual rate, if stated, or, if no rate is stated, the implicit rate of interest of such lease transaction as determined by the chairman, president, any vice chairman, any vice president, the treasurer or any assistant treasurer of the Corporation), calculated using the interval of scheduled rental payments under such lease, of the obligation of the lessee for net rental payments during the remaining term of such lease (excluding any subsequent renewal or other extension options held by the lessee). The term "net rental payments" means, with respect to any lease for any period, the sum of the rental and other payments required to be paid in such period by the lessee thereunder, but not including, however, any amounts required to be paid by such lessee (whether or not designated as rental or additional rental) on account of maintenance and repairs, insurance, taxes, assessments, water rates, indemnities or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, earnings or profits or of maintenance and repairs, insurance, taxes, assessments, water rates, indemnities or similar charges; provided, however, that, in the case of any lease which is terminable by the lessee upon the payment of a penalty in an amount which is less than the total discounted net rental payments required to be paid from the later of the first date upon which such lease may be so terminated and the date of the determination of net rental payments, "net rental payments" shall include the then current amount of such penalty from the later of such two dates, and shall exclude the rental payments relating to the remaining period of the lease commencing with the later of such two dates.

(b) "Debt" means notes, bonds, debentures or other similar evidences of indebtedness for money borrowed.

(c) "Manufacturing Subsidiary" means any Subsidiary (A) substantially all the property of which is located within the continental United States of America, (B) which owns a Principal Domestic Manufacturing Property and (C) in which the Corporation's investment, direct or indirect and whether in the form of equity, debt, advances or otherwise, is in excess of $2,500,000,000 as shown on the books of the Corporation as of the end of the fiscal year immediately preceding the date of determination; *provided, however*, that "Manufacturing Subsidiary" shall not include Electronic Data Systems Corporation and its Subsidiaries, Hughes Electronics Corporation and its Subsidiaries, General Motors Acceptance Corporation and its Subsidiaries (or any corporate successor of any of them) or any other Subsidiary which is principally engaged in leasing or in financing installment receivables or otherwise providing financial or insurance services to the Corporation or others or which is principally engaged in financing the Corporation's operations outside the continental United States of America.

(d) "Mortgage" means any mortgage, pledge, lien, security interest, conditional sale or other title retention agreement or other similar encumbrance.

(e) "Principal Domestic Manufacturing Property" means any manufacturing plant or facility owned by the Corporation or any Manufacturing Subsidiary which is located within the continental United States of America and, in the opinion of the Board of Directors, is of material importance to the total business conducted by the Corporation and its consolidated affiliates as an entity.

(f) "Subsidiary" means any corporation of which at least a majority of the outstanding stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by the Corporation, or by one or more Subsidiaries, or by the Corporation and one or more Subsidiaries."

The proposed amendments to the 1990 Indenture and 1995 Indenture will delete the following Events of Default in Section 6.01:

"... (c) failure on the part of the Corporation duly to observe or perform any other of the covenants or agreements on the part of the Corporation applicable to such series of the Securities or contained in this Indenture for a period of ninety days after the date on which written notice of such failure, requiring the Corporation to remedy the same, shall have been given to the Corporation by the Trustee, or to the Corporation and the Trustee by the Holders of at least twenty-five percent in aggregate principal amount of the Securities of such series at the time outstanding; or

(d) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Corporation in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Corporation or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of ninety days; or

(e) the Corporation shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Corporation or for any substantial part of its property, or shall make any general assignment for the benefit of creditors;"

The proposed amendments to the 1990 Indenture and 1995 Indenture will change the heading of Article Eleven to "[Reserved]" in the 1990 Indenture and "Certificate of Trustee" in the 1995 Indenture, and in both the 1990 Indenture and the 1995 Indenture will delete the following provisions:

"SECTION 11.01 *Corporation May Consolidate, etc. on Certain Terms*. The Corporation covenants that it will not merge or consolidate with any other corporation or sell or convey all or substantially all of its assets to any person, firm or corporation, unless (i) either the Corporation shall be the continuing corporation, or the successor corporation (if other than the Corporation) shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such corporation shall expressly assume the due and punctual payment of the principal of (and premium, if any), interest, if any, and Additional Amounts, if any, on all the Securities and any coupons according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Corporation by supplemental indenture satisfactory to the Trustee, executed and delivered to the Trustee by such corporation, and (ii) the Corporation or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance of any such covenant or condition.

SECTION 11.02 *Successor Corporation Substituted*. In case of any such consolidation, merger, sale or conveyance and upon any such assumption by the successor corporation, such successor corporation shall succeed to and be substituted for the Corporation, with the same effect as if it had been named herein as the party of the first part. Such successor corporation thereupon may cause to be signed, and may issue either in its own

name or in the name of General Motors Corporation, any or all of the Securities, and any coupons appertaining thereto, issuable hereunder which theretofore shall not have been signed by the Corporation and delivered to the Trustee; and, upon the order of such successor corporation, instead of the Corporation, and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities or coupons which previously shall have been signed and delivered by the officers of the Corporation to the Trustee for authentication, and any Securities or coupons which such successor corporation thereafter shall cause to be signed and delivered to the Trustee for that purpose. All of the Securities, and any coupons appertaining thereto, so issued shall in all -respects have the same legal rank and benefit under this Indenture as the Securities or coupons theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities, and any coupons appertaining thereto, had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale or conveyance such changes in phraseology and form (but not in substance) may be made in the Securities and coupons thereafter to be issued as may be appropriate.

SECTION 11.03 *Opinion of Counsel to be Given Trustee*. The Trustee, subject to the provisions of Sections 7.01 and 7.02, may receive an Opinion of Counsel as conclusive evidence that any such consolidation, merger, sale or conveyance, and any such assumption, complies with the provisions of this Article Eleven."

**ANNEX B**

**NOTICE OF MEETINGS**

of the holders of

**General Motors Corporation**
*(incorporated with limited liability under the laws of the State of Delaware, United States of America)*

**EUR 1,000,000,000 7.25 per cent. Notes due 2013 (the "2013 Notes")**
*(ISIN: XS0171942757)*

**EUR 1,500,000,000 8.375 per cent. Notes due 2033 (the "2033 Notes")**
*(ISIN: XS0171943649)*
(the "**Euro Notes**")

and

**General Motors Nova Scotia Finance Company**
*(incorporated under the laws of Nova Scotia)*
**Guaranteed absolutely and unconditionally by**
**General Motors Corporation**
*(incorporated with limited liability under the laws of the State of Delaware, United States of America)*

**£350,000,000 8.375 per cent. Notes due 2015 (the "2015 Notes")**
*(ISIN: XS0171922643)*

**£250,000,000 8.875 per cent. Notes due 2023 (the "2023 Notes")**
*(ISIN: XS0171908063)*
(the "**Sterling Notes**" and, together with the Euro Notes, the "**Non-USD Old Notes**"; each issue of Non-USD Old Notes, a "**Series**")

Upon the terms and subject to the conditions set forth in the prospectus dated April 27, 2009 (the "Prospectus") and the electronic instruction notice (as defined in the Prospectus), General Motors Corporation ("**GM**") is offering to exchange 225 shares of GM common stock (as defined in the Prospectus) for each 1,000 U.S. dollar equivalent of principal amount of Non-USD Old Notes.

In respect of the exchange offers for the Sterling Notes, General Motors Nova Scotia Finance Company ("**GM Nova Scotia**"), a wholly-owned subsidiary of General Motors Corporation, is jointly making the exchange offers with GM.

In addition, (a) GM will pay, in cash, accrued but unpaid interest on the Euro Notes called for redemption pursuant to the call option and (b) GM Nova Scotia will pay, in cash, accrued but unpaid interest on the Sterling Notes called for redemption pursuant to the call option, in each case, from and including the most recent interest payment date to, but not including, the redemption date.

In connection with the exchange offers, GM and, in the case of the Sterling Notes, GM Nova Scotia are also seeking to amend the Euro Note Fiscal and Paying Agency Agreement and the Sterling Note Fiscal and Paying Agency Agreement (each as defined below). The form of the Extraordinary Resolutions effecting such amendments are set out in the following notice of meeting.

NOTICE IS HEREBY GIVEN that, with respect to,

(a) the 2013 Notes, pursuant to Condition 11 of the 2013 Notes and the provisions of Schedule 4 to the fiscal and paying agency agreement dated as of July 3, 2003 (as made among, *inter alia*, General Motors Corporation, Deutsche Bank AG London (the "**Euro Note Fiscal Agent**") and Banque

Générale du Luxembourg (the "**Euro Note Paying Agent**") (the "**Euro Note Fiscal and Paying Agency Agreement**")), a meeting (the "**2013 Meeting**") of the holders of the 2013 Notes (the "**2013 Holders**") convened by General Motors Corporation will be held at 1:00 p.m. (London time) on May 27, 2009 at the offices of Weil, Gotshal & Manges located at One South Place, London EC2M 2WG for the purpose of considering and, if thought fit, passing the following resolutions which will be proposed as Extraordinary Resolutions in accordance with the provisions of the Euro Note Fiscal and Paying Agency Agreement;

(b) the 2015 Notes, pursuant to Condition 12 of the 2015 Notes and the provisions of Schedule 4 to the fiscal and paying agency agreement dated as of July 10, 2003 (as made among, *inter alia*, General Motors Nova Scotia Finance Company, General Motors Corporation, Deutsche Bank Luxembourg S.A. (the "**Sterling Note Fiscal Agent**") and Banque Générale du Luxembourg (the "**Sterling Note Paying Agent**") (the "**Sterling Note Fiscal and Paying Agency Agreement**")), a meeting (the "**2015 Meeting**") of the holders of the 2015 Notes (the "**2015 Holders**") convened by General Motors Nova Scotia Finance Company will be held at 1:30 p.m. (London time) on May 27, 2009 at the offices of Weil, Gotshal & Manges located at One South Place, London EC2M 2WG for the purpose of considering and, if thought fit, passing the following resolutions which will be proposed as Extraordinary Resolutions in accordance with the provisions of the Sterling Note Fiscal and Paying Agency Agreement;

(c) the 2023 Notes, pursuant to Condition 12 of the 2023 Notes and the provisions of Schedule 4 to the Sterling Note Fiscal and Paying Agency Agreement, a meeting (the "**2023 Meeting**") of the holders of the 2023 Notes (the "**2023 Holders**") convened by General Motors Nova Scotia Finance Company will be held at 2:30 p.m. (London time) on May 27, 2009 at the offices of Weil, Gotshal & Manges located at One South Place, London EC2M 2WG for the purpose of considering and, if thought fit, passing the following resolutions which will be proposed as Extraordinary Resolutions in accordance with the provisions of the Sterling Note Fiscal and Paying Agency Agreement; and

(d) the 2033 Notes, pursuant to Condition 11 of the 2033 Notes and the provisions of Schedule 4 to the Euro Note Fiscal and Paying Agency Agreement, a meeting (the "**2033 Meeting**") of the holders of the 2033 Notes (the "**2033 Holders**") convened by General Motors Corporation, will be held at 2:00 p.m. (London time) on May 27, 2009 at the offices of Weil, Gotshal & Manges located at One South Place, London EC2M 2WG for the purpose of considering and, if thought fit, passing the following resolutions which will be proposed as Extraordinary Resolutions in accordance with the provisions of the Euro Note Fiscal and Paying Agency Agreement.

The 2013 Meeting, the 2015 Meeting, the 2023 Meeting and the 2033 Meeting are referred to in this Notice of Meetings as the "**Meetings**" and each, a "**Meeting**". The 2013 Holders, the 2015 Holders, the 2023 Holders and the 2033 Holders are referred to in this notice as the "**Holders**" and each, a "**Holder**".

EXTRAORDINARY RESOLUTIONS TO BE CONSIDERED BY THE 2013 MEETING, THE 2015 MEETING, THE 2023 MEETING AND THE 2033 MEETING

Set out below in a combination form is the text of the Extraordinary Resolutions to be considered at the above-listed Meetings. For clarity, the opening text for the Extraordinary Resolutions in respect of each Series has been set out separately.

*For the 2013 Notes:*

"THAT THIS MEETING (the "**2013 Meeting**") of the holders (the "**2013 Holders**") of the EUR 1,000,000,000 7.25 per cent. Notes due 2013 issued on July 3, 2003 of General Motors Corporation (the "**Company**") and benefiting from the provisions of the fiscal and paying agency agreement among General Motors Corporation, Deutsche Bank AG London (the "**Euro Note Fiscal Agent**") and Banque Générale du

Luxembourg (the "**Euro Note Paying Agent**") dated as of July 3, 2003 (the "**Euro Note Fiscal and Paying Agency Agreement**") by Extraordinary Resolutions (as defined in the Euro Note Fiscal and Paying Agency Agreement) (these "**Extraordinary Resolutions**") HEREBY:"

*For the 2015 Notes:*

"THAT THIS MEETING (the "**2015 Meeting**") of the holders (the "**2015 Holders**") of the £350,000,000 8.375 per cent. Notes due 2015 issued on July 10, 2003 of General Motors Nova Scotia Finance Company (the "**Company**") and benefiting from the provisions of the fiscal and paying agency agreement among General Motors Corporation, General Motors Nova Scotia Finance Company, Deutsche Bank Luxembourg S.A. (the "**Sterling Note Fiscal Agent**") and Banque Générale du Luxembourg (the "**Sterling Note Paying Agent**") dated as of July 10, 2003 (the "**Sterling Note Fiscal and Paying Agency Agreement**") by Extraordinary Resolutions (as defined in the Sterling Note Fiscal and Paying Agency Agreement) (these "**Extraordinary Resolutions**") HEREBY:"

*For the 2023 Notes:*

"THAT THIS MEETING (the "**2023 Meeting**") of the holders (the "**2023 Holders**") of the £250,000,000 8.875 per cent. Notes due 2023 issued on July 10, 2003 of General Motors Nova Scotia Finance Company (the "**Company**") and benefiting from the provisions of the fiscal and paying agency agreement among General Motors Corporation, General Motors Nova Scotia Finance Company, Deutsche Bank Luxembourg S.A. (the "**Sterling Note Fiscal Agent**") and Banque Générale du Luxembourg (the "**Sterling Note Paying Agent**") dated as of July 10, 2003 (the "**Sterling Note Fiscal and Paying Agency Agreement**") by Extraordinary Resolutions (as defined in the Sterling Note Fiscal and Paying Agency Agreement) (these "**Extraordinary Resolutions**") HEREBY:"

*For the 2033 Notes:*

"THAT THIS MEETING (the "**2033 Meeting**") of the holders (the "**2033 Holders**") of the EUR 1,500,000,000 8.375 per cent. Notes due 2033 issued on July 3, 2003 of General Motors Corporation (the "**Company**") and benefiting from the provisions of the fiscal and paying agency agreement among General Motors Corporation, Deutsche Bank AG London (the "**Euro Note Fiscal Agent**") and Banque Générale du Luxembourg (the "**Euro Note Paying Agent**") dated as of July 3, 2003 (the "**Euro Note Fiscal and Paying Agency Agreement**" by Extraordinary Resolution (as defined in the Euro Note Fiscal and Paying Agency Agreement) (these "**Extraordinary Resolutions**") HEREBY:"

*For the 2013 and 2033 Notes (each series voting separately):*

**RESOLVES** by special quorum an Extraordinary Resolution in accordance with the proviso to paragraph 5 of Schedule 4 of the Euro Note Fiscal and Paying Agency Agreement to authorise and direct the following:

(i) the addition of a new provision at the end of, and forming part of, Condition 5 as follows:

"*(f) Redemption at the option of the Company*

The Notes (excluding Notes accepted for exchange pursuant to the exchange offers (as such term is defined in prospectus dated April 27, 2009 (the "Prospectus"))) may be redeemed at the option of the Company (such option, the "call option") in whole but not in part on any business day for the exchange consideration (as such term is defined in the Prospectus *(i.e.,* 225 shares of GM common stock per 1,000 U.S. dollar equivalent of principal amount of non-USD old notes)) effective immediately upon the Issuer giving notice to the Noteholders (which notice may be given on the business day prior to the effectiveness of this Condition) (notwithstanding Clause (d) of Condition 5). For the avoidance of doubt, for purposes of determining the consideration to be delivered pursuant to the call option, the U.S. dollar principal amount of the Notes called for redemption pursuant to the call option will be

determined as set forth in the Prospectus based on the relevant exchange rate in effect on the business day prior to the expiration date of the exchange offers. In addition, the Company will pay, in cash, accrued but unpaid interest on the Notes called for redemption pursuant to the call option from and including the most recent interest payment date to, but not including, the redemption date. This Condition shall become effective on the settlement date (as such term is defined in the Prospectus). From and after the time this Condition becomes effective and the Company has provided notice to the Noteholders of its intent to redeem the Notes pursuant to this Condition, (1) the Notes will be deemed to be discharged, (2) the Notes will not be transferable and (3) no Noteholder shall have any right in respect of Notes to be redeemed other than the right to receive payment of exchange consideration and accrued but unpaid interest as aforesaid.";

**RESOLVES** by ordinary quorum an Extraordinary Resolution in accordance with paragraph 5 of Schedule 4 of the Euro Note Fiscal and Paying Agency Agreement to authorise and direct the following:

(i) the removal of Condition 7 with the addition of the words "Condition 7 [intentionally omitted]" in substitution therefor; and

(ii) the removal of paragraphs (c), (d) and (e) in Condition 8 "Events of Default" and references thereto anywhere else in the Condition; and

(iii) the removal of Condition 10 with the addition of the words "Condition 10 [intentionally omitted]" in substitution therefor.

*For the 2015 and 2023 Notes (each series voting separately)*

**RESOLVES** by special quorum an Extraordinary Resolution in accordance with the proviso to paragraph 5 of Schedule 4 of the Sterling Note Fiscal and Paying Agency Agreement to authorise and direct the following:

(i) the addition of a new provision at the end of, and forming part of, Condition 6 as follows:

"**Redemption at the option of the Issuer**

The Notes (excluding Notes accepted for exchange pursuant to the exchange offers (as such term is defined in prospectus dated April 27, 2009 (the "Prospectus"))) may be redeemed at the option of the Company (such option, the "call option") in whole but not in part on any business day for the exchange consideration (as such term is defined in the Prospectus (*i.e.*, 225 shares of GM common stock per 1,000 U.S. dollar equivalent of principal amount of non-USD old notes)) effective immediately upon the Company giving notice to the Noteholders (which notice may be given on the business day prior to the effectiveness of this Condition) (notwithstanding the first paragraph set forth under "Notice of Redemption" in Condition 6). For the avoidance of doubt, for purposes of determining the consideration to be delivered pursuant to the call option, the U.S. dollar principal amount of the Notes called for redemption pursuant to the call option will be determined as set forth in the Prospectus based on the relevant exchange rate in effect on the business day prior to the expiration date of the exchange offers. In addition, the Company will pay, in cash, accrued but unpaid interest on the Notes called for redemption pursuant to the call option from and including the most recent interest payment date to, but not including, the redemption date. This Condition shall become effective on the settlement date (as such term is defined in the Prospectus). From and after the time this Condition becomes effective and the Company has provided notice to the Noteholders of its intent to redeem the Notes pursuant to this Condition, (1) the Notes will be deemed to be discharged, (2) the Notes will not be transferable and (3) no Noteholder shall have any right in respect of Notes to be redeemed other than the right to receive payment of exchange consideration and accrued but unpaid interest as aforesaid.";

**RESOLVES** by ordinary quorum an Extraordinary Resolution in accordance with paragraph 5 of Schedule 4 of the Sterling Note Fiscal and Paying Agency Agreement to authorise and direct the following:

(i) the removal of Condition 8 with the addition of the words "Condition 8 [intentionally omitted]" in substitution therefor; and

(ii) the removal of paragraphs (c), (d) and (e) in Condition 9 "Events of Default" and references thereto anywhere else in the Condition; and

(iii) the removal of Condition 11 with the addition of the words "Condition 11 [intentionally omitted]" in substitution therefor.

*For the remainder of the text of the Extraordinary Resolutions, where there is a choice of years or names in square brackets, only the year or name applicable to a given series of Non-USD Old Notes will appear in the Extraordinary Resolutions for that series:*

(a) assents to and approves and sanctions, upon exercise of the call option, (i) the delivery to the relevant holders of the exchange consideration and accrued but unpaid interest in respect of the [2013 Notes] [2015 Notes] [2023 Notes] [2033 Notes] subject to the call option, provided that such holders have confirmed their status as non-U.S. qualified offerees to the satisfaction of the Company or (ii) (A) the transfer of such exchange consideration and accrued but unpaid interest to the Settlement and Escrow Agent (as defined in the Prospectus) in the case of holders who have not confirmed their status as non-U.S. qualified offerees to the satisfaction of the Company and (B) the implementation of the Escrow Arrangement (if the Company by notice to the [2013 Notes] [2015 Notes] [2023 Notes] [2033 Notes] Holders through Euroclear Bank S.A./N.V. or Clearstream Banking S.A. (together, the "**Clearing Systems**") elects, to implement it), in the case of clauses (A) and (B), upon and subject to the terms and conditions set out in "*Proposed Amendments—Non-USD Old Notes—Escrow Arrangement*" of the Prospectus;

(b) authorises, directs and empowers the [Sterling Note Fiscal Agent] [Euro Note Fiscal Agent] to concur in, approve, and execute, and do all such deeds, instruments, acts and things that may be necessary to carry out and give effect to these Extraordinary Resolutions;

(c) sanctions, assents to and approves the form of Escrow Agreement produced to this Meeting and signed by the chairman of the Meeting for the purposes of identification to carry out and give effect to the potential Escrow Arrangement referred to in paragraph (a)(ii)(B) of these Extraordinary Resolutions if the Company elect to implement it;

(d) sanctions, assents to and approves any necessary or consequential amendment to the [Sterling] [Euro] Fiscal and Paying Agency Agreement to effect these Extraordinary Resolutions; and

(e) acknowledges that capitalised terms used in these Extraordinary Resolutions have the same meanings as those defined in the [Euro] [Sterling] Note Fiscal and Paying Agency Agreement or the Prospectus, as applicable.

**Background**

The Prospectus, a copy of which is available as indicated below, explains the background to and reasons for, gives full details of, and invites the holders to vote on (at their respective Meeting), the applicable Extraordinary Resolutions. In order to receive a copy of the Prospectus, each holder will be required to confirm via e-mail to the Company, the Tabulation Agent and the Dealer Managers that it is permitted by applicable law to receive it and is requested to contact the Tabulation Agent (whose contact details are set out at the end of this Notice of Meetings) as soon as possible to obtain further information concerning the relevant procedure.

**Documents Available for Inspection or Collection**

Noteholders may, at any time during normal business hours on any weekday (Saturdays, Sundays and bank and other public holidays excepted) prior to the Meeting:

(a) obtain an electronic copy of the Prospectus through the Exchange Agent, provided that such holder is permitted by applicable law to receive it and provides an e-mail certification to the effect to the Company, the Tabulation Agent and the Dealer Managers or inspect a copy of the Prospectus at the specified office of the Tabulation Agent or the registered office of the Company set out below; and/or

(b) inspect copies of the following documents at the specified office of the [Euro] [Sterling] Note Fiscal Agent, as applicable, set out below and at the specified office of the [Euro] [Sterling] Note Paying Agent in Luxembourg being:

(i) in respect of the 2013 and 2033 Notes:

- the Euro Note Fiscal and Paying Agency Agreement;
- the Offering Circular dated July 1, 2003 relating to the issue of the 2013 and 2033 Notes;

(ii) in respect of the 2015 and 2023 Notes:

- the Sterling Note Fiscal and Paying Agency Agreement;
- the Offering Circular dated July 9, 2003 relating to the issue of the 2015 and 2025 Notes;

**General**

**The attention of holders is particularly drawn to the quorum required for their respective Meeting and for an adjourned Meeting which is set out in "*Voting and Quorum*" below. Having regard to such requirements, holders are strongly urged either to attend their respective Meeting or to take steps to be represented at such Meeting, as referred to below, as soon as possible.**

None of Morgan Stanley & Co. Incorporated, Banc of America Securities LLC, Barclays Capital Inc., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities Inc., UBS Securities LLC or Wachovia Capital Markets, LLC (the "**Dealer Managers**") nor GM or GM Nova Scotia expresses any view as to the merits of the exchange offers, the consent solicitations or the Extraordinary Resolutions. None of the [Euro] [Sterling] Note Fiscal Agent or any Dealer Manager has been involved in negotiating the Extraordinary Resolutions and none makes a representation that all relevant information has been disclosed to the holders in or pursuant to the Prospectus and this Notice of Meetings. Holders who are unsure of the impact of the exchange offers, the consent solicitations and/or the relevant Extraordinary Resolutions should seek their own independent financial and legal advice.

GM, GM Nova Scotia and the Dealer Managers will each bear certain customary legal, accounting and other professional fees and expenses associated with the exchange offers and the consent solicitations, as described in the Prospectus.

**Voting and Quorum**

1. The provisions governing the convening and holding of the Meetings or any adjourned such Meetings are set out in respect of the 2013 Notes and 2033 Notes, in Schedule 4 to the Euro Note Fiscal and Paying Agency Agreement, and in respect of the 2015 Notes and 2023 Notes, in Schedule 4 to the Sterling Note Fiscal and Paying Agency Agreement, copies of which are available for inspection as referred to above.

2. Holders who have sent a valid Electronic Instruction Notice pursuant to the Prospectus at least one business day before the time appointed for the holding of their respective Meeting need take no further action in relation to voting at such Meeting. Such Electronic Instruction Notice contains an irrevocable instruction to the relevant Paying Agent to appoint persons nominated by the Tabulation Agent as their proxy in relation to such Meeting and instruct it to vote as directed in the Electronic Instruction Notice.

**Paragraphs 3 to 6 below apply only to Holders who have not sent valid Electronic Instruction Notices at least one business day before the time appointed for their respective Meeting and who wish to vote at such Meeting.**

3. Holders wishing to attend and vote at their respective Meetings or any adjourned such Meeting in person (or appoint another person other than the Tabulation Agent's nominee as provided above to do so on its behalf) must produce at such Meeting either the relevant Non-USD Old Notes, as applicable, or a valid voting certificate issued by the relevant Paying Agent relating to such Non-USD Old Notes, in respect of which it wishes to vote.

4. A holder not wishing to attend and vote at their respective Meeting in person (or appoint another person as aforesaid to do so on its behalf) may give a voting instruction as described in paragraph 5(b) below.

5. The Non-USD Old Notes, as applicable, may, not less than one business day before the time fixed for the relevant Meeting (or, if applicable, any adjourned such Meeting) and within the relevant time limit specified by the relevant Clearing System, be deposited with the relevant Paying Agent or (to its satisfaction) held to its order or under its control by the relevant Clearing System for the purpose of:

   (a) obtaining a voting certificate from such Paying Agent; or

   (b) such Paying Agent completing a block voting instruction in respect of such Non-USD Old Notes appointing a proxy to attend and vote at such Meeting (or, if applicable, any adjourned such Meeting) in accordance with the instructions (including an Electronic Instruction Notice) of the holder. A holder will need to give voting instructions (such voting instructions being neither revocable nor capable of alteration by the holder during the period commencing one business day prior to the time fixed for such Meeting (or, if applicable, any adjourned such Meeting) and within the relevant time limit specified by the relevant Clearing System) on a voting instruction form obtainable from the specified office of a relevant Paying Agent or in the form of an electronic voting instruction in accordance with the standard procedures of the relevant Clearing System (including in either case an Electronic Instruction Notice), to a relevant Paying Agent, not less than one business day before the time fixed for such Meeting (or, if applicable, any adjourned such Meeting) to enable such Paying Agent to complete the block voting instruction.

6. Non-USD Old Notes so deposited or held will not be released:

   (a) in the case of Non-USD Old Notes in respect of which a voting certificate has been issued, until the first to occur of:

      (i) the conclusion of the Meeting specified in such certificate or, if later, of any adjourned such Meeting; and

      (ii) the surrender of the certificate to the relevant Paying Agent who issued the same; and

   (b) in the case of Non-USD Old Notes in respect of which a block voting instruction has been issued, until the first to occur of:

      (i) the conclusion of the Meeting specified in such document or, if later, of any adjourned such Meeting; and

      (ii) the surrender to the relevant Paying Agent not less than one business day before the time for which such Meeting or any adjourned Meeting is convened of the receipt issued by such Paying Agent in respect of each such deposited Non-USD Old Notes which is to be released or (as the case may require) the Non-USD Old Notes ceasing with the agreement of the Paying Agent to be held to its order or under its control and the giving of notice by the Paying Agent to the Issuer of the necessary amendment to the block voting instruction.

7. To be passed at the Meetings, the Extraordinary Resolutions (a) to amend Condition 5 of the 2013 and 2033 Notes and Condition 6 of the 2015 Notes and 2023 Notes, in each case, to add the call option

requires the affirmative vote of one or more persons present holding Non-USD Old Notes of the applicable Series or voting certificates or being proxies and holding or representing in aggregate not less than 66 2/3 percent of the principal amount of the Non-USD Old Notes of the applicable Series for the time being outstanding (as defined in the Euro Note Fiscal and Paying Agency Agreement or the Sterling Note Fiscal and Paying Agency Agreement, as applicable) and (b) to amend Conditions 7, 8 and 10 of the 2013 and 2033 Notes and Condition 8, 9 and 11 of the 2015 and 2023 Notes, in each case, to remove certain covenants and events of default requires the affirmative vote of one or more persons present holding Non-USD Old Notes of the applicable Series or voting certificates or being proxies and holding or representing in aggregate not less than a clear majority of the principal amount of the Non-USD Old Notes of the relevant Series for the time being outstanding (as defined in the Euro Note Fiscal and Paying Agency Agreement or Sterling Note Fiscal and Paying Agency Agreement, as applicable).

If passed, the Extraordinary Resolutions shall be binding upon all the holders of the Non-USD Old Notes of the relevant Series, whether present or not present at the Meeting and whether or not voting, and upon all holders of interest coupons appertaining thereto.

If, within fifteen minutes after the time appointed for the relevant Meeting, a quorum is not present, the Meeting shall stand adjourned for such period, being not less than 14 days nor more than 42 days, and at such place as may be appointed by the chairman of the relevant Meeting (the "**Chairman**") and approved by the relevant Fiscal Agent. To be passed at an adjourned Meeting, the Extraordinary Resolutions require the affirmative vote of one or more persons present holding Non-USD Old Notes of the applicable Series or voting certificates or being proxies and holding or representing in the aggregate not less than a clear majority of the principal amount of Non-USD Old Notes of the applicable series for the time being outstanding.

8. Notice of any adjourned Meeting shall be given in the same manner as notice of the original Meeting by 10 days' notice, in each case containing the information required for the notice of the original Meeting and such notice stating the relevant quorum.

9. Every question submitted to the relevant Meeting shall be decided in the first instance by a show of hands and in case of equality of votes, the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a holder or as a holder of a voting certificate or as a proxy. A poll may be demanded by the Chairman (before or on the declaration of the result of the show of hands), GM or GM Nova Scotia, as applicable, or two or more persons present holding Non-USD Old Notes of the relevant Series, as applicable, or voting certificates or being proxies and holding or representing not less than one fiftieth of the principal amount of such Non-USD Old Notes. On a show of hands every person who is present in person and produces a Non-USD Old Note of the relevant series, as applicable, or a voting certificate or is a proxy shall have one vote. On a poll every person who is so present shall have one vote in respect of each minimum integral amount of the relevant Series, in each case so produced or represented by the voting certificate so produced or for which he is a proxy.

10. This Notice of Meetings is governed by, and shall be construed in accordance with, New York law.

11. The Non-USD Old Notes are listed on the Luxembourg Stock Exchange.

12. The Sterling Note Fiscal Agent and Sterling Note Paying Agent in respect of the 2015 and 2023 Notes are:

**Sterling Note Fiscal Agent and Paying Agent**

Deutsche Bank Luxembourg S.A.
2, Bld Konrad Adenauer
L-1115 Luxembourg

**Sterling Note Paying Agent**

Banque Générale du Luxembourg
50 Avenue J.F. Kennedy
L-2951 Luxembourg

13. The Euro Note Fiscal Agent and Euro Note Paying Agent in respect of the 2013 and 2033 Notes are:

**Euro Note Fiscal Agent and Paying Agent**

Deutsche Bank AG London
Winchester House
1 Great Winchester Street
London EC2N 2DB

**Euro Note Paying Agent**

Banque Générale du Luxembourg
50 Avenue J.F. Kennedy
L-2951 Luxembourg

14. The Tabulation Agent with respect to the consent solicitations is:

D.F. King (Europe) Limited
One Ropemaker Street
London EC2Y 9HT

This Notice of Meetings is given by:

**General Motors Corporation and General Motors Nova Scotia Finance Company**

April 27, 2009

This Notice of Meetings does not contain or constitute an offer of, or the solicitation of an offer to buy or subscribe for, securities to any person in any jurisdiction in which such offer or solicitation is unlawful. The offer and sale of the securities referred to herein has not been and will not be registered under the applicable securities laws of Hong Kong or Japan.

Noteholders subject to the jurisdiction of the United States, United Kingdom or Canada and who attend the meeting pursuant to this Notice of Meetings or who provide an electronic instruction notice through Euroclear or Clearstream will be deemed to have acknowledged receiving the U.S. prospectus as filed with the U.S. Securities and Exchange Commission, a separate EU compliant prospectus dated on or about April 27, 2009 as approved by the United Kingdom Listing Authority or a separate Canadian offering memorandum dated April 27, 2009, as applicable. Requests for any prospectus or the Canadian offering memorandum should be directed to D.F. King & Co., Inc. at the postal address noted above or by telephone at +44 20 7920 9700 (banks and brokers only) or in London at 00 800 5464 5464 (all other persons).

A registration statement relating to the securities offered has been filed with the U.S. Securities and Exchange Commission but has not yet become effective. The securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective.

*You should rely only on the information contained or incorporated by reference in this prospectus. Neither we nor the Dealer Managers have authorized any other person to provide you with different or additional information. If anyone provides you with different or additional information, you should not rely on it. We are not making an offer to sell securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information in this prospectus is accurate as of the date appearing on the front cover of this prospectus only. Our business, financial condition, results of operations and prospects may have changed since that date.*

# *General Motors Corporation*

*Exchange Offers and Consent Solicitations for any and all of the Outstanding Notes set forth above*

*Questions, requests for assistance and requests for additional copies of this prospectus may be directed to the Exchange Agent and Solicitation and Information Agent at their respective addresses set forth below:*

*The Global Coordinators for the exchange offers are:*

*MORGAN STANLEY* *BANC OF AMERICA SECURITIES LLC*

*The Exchange Agent and Solicitation and Information Agent for the exchange offers is:*

***D.F. King & Co., Inc.***
***48 Wall Street, 22nd Floor***
***New York, New York 10005***
***Banks and Brokers call: (212) 269-5550***
***All others call toll free: (800) 769-7666***
***Email: gm@dfking.com***

***D.F. King (Europe) Limited***
***One Ropemaker Street***
***London EC2Y 9HT***
***Banks and Brokers call: +44 20 7920 9700***
***All others call toll free: 00 800 5464 5464***
***Email: gm@dfking.com***

*The Settlement and Escrow Agent for the non-USD old notes is:*

***Deutsche Bank AG, London Branch***
***Deutsche Bank AG London***
***Winchester House***
***1 Great Winchester Street***
***London EC2N 2DB***
***Email: xchange.offer@db.com***

*The Luxembourg Exchange Agent for the exchange offers is:*

***Deutsche Bank Luxembourg, S.A.***
***2, Bld Konrad Adenauer***
***L-1115 Luxembourg***
***Email: xchange.offer@db.com***

## PART II

## INFORMATION NOT REQUIRED IN PROSPECTUS

### Item 20. Indemnification of Directors and Officers

Under Section 145 of the Delaware Corporation Law, General Motors Corporation ("GM") is empowered to indemnify its directors and officers as provided therein.

GM's Certificate of Incorporation, as amended, provides that no director shall be personally liable to GM or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to GM or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174, or any successor provision thereto, of the Delaware General Corporation Law, or (d) for any transaction from which the director derived an improper personal benefit.

Under Article V of its Bylaws, GM shall indemnify and advance expenses to every director and officer (and to such person's heirs, executors, administrators or other legal representatives) in the manner and to the full extent permitted by applicable law as it presently exists, or may hereafter be amended, against any and all amounts (including judgments, fines, payments in settlement, attorneys' fees and other expenses) reasonably incurred by or on behalf of such person in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), in which such director or officer was or is made or is threatened to be made a party or is otherwise involved by reason of the fact that such person is or was a director or officer of GM, or is or was serving at the request of GM as a director, officer, employee, fiduciary or member of any other corporation, partnership, joint venture, trust, organization or other enterprise. GM shall not be required to indemnify a person in connection with a proceeding initiated by such person if the proceeding was not authorized by the board of directors of GM. GM shall pay the expenses of directors and officers incurred in defending any proceeding in advance of its final disposition ("advancement of expenses"); *provided*, *however*, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under Article V of the Bylaws or otherwise. If a claim for indemnification or advancement of expenses by an officer or director under Article V of the Bylaws is not paid in full within ninety days after a written claim therefor has been received by GM, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action, GM shall have the burden of proving that the claimant was not entitled to the requested indemnification or advancement of expenses under applicable law. The rights conferred on any person by Article V of the Bylaws shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, any provision of GM's Certificate of Incorporation or of these Bylaws, or of any agreement, vote of stockholders or disinterested directors, or otherwise.

GM is insured against liabilities which it may incur by reason of Article V of its Bylaws. In addition, directors and officers are insured, at GM's expense, against some liabilities which might arise out of their employment and not be subject to indemnification under Article V of the Bylaws.

Pursuant to a resolution adopted by GM's board of directors on December 1, 1975, GM, to the fullest extent permissible under law, will indemnify, and has purchased insurance on behalf of, its directors or officers and subsidiaries, or any of them, who incur or are threatened with personal liability, including expenses, under the Employee Retirement Income Security Act of 1974, as amended, or any amendatory or comparable legislation or regulation thereunder.

### Item 21. Exhibits and Financial Statement Schedules

A list of exhibits filed with this registration statement on Form S-4 is set forth on the Exhibit Index and is incorporated herein by reference.

**Item 22. Undertakings**

(i) The undersigned registrant hereby undertakes:

(1) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(2) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(3) The undersigned registrant hereby undertakes to supply by means of post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(4) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(5) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(6) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(7) that, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(A) each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to the exchange offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; and

(8) that, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(9) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

## SIGNATURES

Pursuant to the requirements of the Securities Act, General Motors Corporation has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto authorized, in the City of Detroit, State of Michigan, on April 27, 2009.

General Motors Corporation

By: /s/ Frederick A. Henderson
**Frederick A. Henderson**
**Chief Executive Officer**

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| /s/ Frederick A. Henderson<br>**Frederick A. Henderson** | Chief Executive Officer (Principal Executive Officer) | April 27, 2009 |
| /s/ Ray G. Young<br>**Ray G. Young** | Executive Vice President and Chief Financial Officer (Principal Financial Officer) | April 27, 2009 |
| /s/ Nick S. Cyprus<br>**Nick S. Cyprus** | Controller and Chief Accounting Officer (Principal Accounting Officer) | April 27, 2009 |
| *<br>**Erskine B. Bowles** | Director | April 27, 2009 |
| *<br>**Armando M. Codina** | Director | April 27, 2009 |
| *<br>**Erroll B. Davis, Jr.** | Director | April 27, 2009 |
| *<br>**George M.C. Fisher** | Director | April 27, 2009 |
| *<br>**E. Neville Isdell** | Director | April 27, 2009 |
| *<br>**Karen Katen** | Director | April 27, 2009 |
| *<br>**Kent Kresa** | Chairman of the Board and Director | April 27, 2009 |
| *<br>**Philip A. Laskawy** | Director | April 27, 2009 |
| *<br>**Eckhard Pfeiffer** | Director | April 27, 2009 |

* The undersigned, by signing his name hereto, does execute this Registration Statement on behalf of the persons identified above pursuant to a power of attorney.

By: /s/ Robert C. Shrosbree
**Robert C. Shrosbree**
**Attorney-in-Fact**

Table of Contents

## INDEX TO EXHIBITS

| Exhibit Number | Description |
|---|---|
| 1.1 | Dealer Managers Agreement dated as of April 26, 2009, by and among General Motors Corporation and Morgan Stanley & Co. Incorporated, Banc of America Securities LLC, Barclays Capital Inc., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC, as dealer managers. + |
| 3.1 | Restated Certificate of Incorporation dated May 1, 2004, incorporated herein by reference to Exhibit 3(i) to the Annual Report on Form 10-K of General Motors Corporation filed March 11, 2004. |
| 3.2 | Form of Certificate of Amendment to the Restated Certificate of Incorporation of General Motors Corporation. + |
| 3.3 | Specimen Certificate for Shares of Common Stock of General Motors Corporation, incorporated by reference to Exhibit 4(c) to Form S-3ASR Registration Statement No. 333-153332 filed on September 5, 2008. |
| 3.4 | Specimen Certificate for Shares of Common Stock, $0.01 par value, of General Motors Corporation. + |
| 4.1 | Indenture, dated as of November 15, 1990, between General Motors Corporation and Citibank, N.A., Trustee, incorporated herein by reference to Exhibit Amendment No. 1(a) to Form S-3 Registration Statement No. 33-41577 filed July 3, 1991. |
| 4.2 | Indenture, dated as of December 7, 1995, between General Motors Corporation and Citibank, N.A., Trustee, incorporated herein by reference to Exhibit 4(a) to Form S-3 Registration Statement No. 33-64229 filed November 14, 1995. |
| 4.3 | First Supplemental Indenture, dated as of March 4, 2002, between General Motors Corporation and Citibank, N.A., incorporated herein by reference to Exhibit 2 to the Current Report on Form 8-K of General Motors Corporation filed March 6, 2002. |
| 4.4 | Second Supplemental Indenture, dated as of November 5, 2004, between General Motors Corporation and Citibank, N.A., incorporated herein by reference to Exhibit 4.1 to the Current Report on Form 8-K of General Motors Corporation filed November 10, 2004. |
| 4.5 | Third Supplemental Indenture, dated as of November 5, 2004, between General Motors Corporation and Citibank, N.A. incorporated herein by reference to Exhibit 4.2 to the Current Report on Form 8-K of General Motors Corporation filed November 10, 2004. |
| 4.6 | Fourth Supplemental Indenture, dated as of November 5, 2004, between General Motors Corporation and Citibank, N.A., incorporated herein by reference to Exhibit 4.3 to the Current Report on Form 8-K of General Motors Corporation filed November 10, 2004. |
| 4.7 | Supplemental Indenture, dated as of August 13, 2007, between General Motors Corporation and Wilmington Trust Company, as trustee. + |
| 4.8 | Fiscal and Paying Agency Agreement, dated as of July 3, 2003 among General Motors Corporation and Deutsche Bank AG London and Banque Générale du Luxembourg S.A. + |
| 4.9 | Fiscal and Paying Agency Agreement, dated as of July 10, 2003 among General Motors Nova Scotia Finance Company, General Motors Corporation and Deutsche Bank Luxembourg S.A. and Banque Générale du Luxembourg S.A. + |
| 5.1 | Opinion of Weil, Gotshal & Manges LLP. + |
| 5.2 | Opinion of Martin I. Darvick, Esq. , Attorney, legal staff of General Motors Corporation. + |
| 12.1 | Computation of Ratio of Earnings to Fixed Charges. + |
| 23.1 | Consent of Deloitte & Touche LLP. + |
| 23.2 | Consent of Weil, Gotshal & Manges LLP (included in Exhibit 5.1). |
| 23.3 | Consent of Martin I. Darvick, Esq. (included in Exhibit 5.2). |

| Exhibit Number | Description |
|---|---|
| 23.4 | Consent of Hamilton, Rabinowitz & Associates, Inc.+ |
| 24.1 | Power of Attorney for Directors of General Motors Corporation.+ |
| 99.1 | Form of Letter of Transmittal. + |
| 99.2 | Form of Letter to Brokers. + |
| 99.3 | Form of Letter to Clients. + |

(+) Filed herewith.

**Exhibit 1.1**

**Execution Copy**

**GENERAL MOTORS CORPORATION**

**DEALER MANAGERS AGREEMENT**

April 26, 2009

Morgan Stanley & Co. Incorporated
Banc of America Securities LLC
Barclays Capital Inc.
Deutsche Bank Securities Inc.
Citigroup Global Markets Inc.
J.P. Morgan Securities Inc.
UBS Securities LLC
Wachovia Capital Markets, LLC
(at their respective addresses set forth in Schedule 2 hereto)

Ladies and Gentlemen:

General Motors Corporation, a Delaware corporation (the "Company"), plans, on the terms and subject to the conditions described in the Prospectus (as defined below), to make offers to exchange (the "Exchange Offers") any and all of the outstanding (i) public unsecured notes denominated in U.S. Dollars ("USD") of the Company of each series listed on Schedule 1 hereto (the "Old GM USD Notes"), (ii) public unsecured notes denominated in Euro of the Company of each series listed on Schedule 1 hereto ("Old GM Euro Notes" and, together with the Old GM USD Notes, the "Old GM Notes") and (iii) public unsecured notes denominated in Pounds Sterling ("GBP") of GM Nova Scotia Finance Company ("GM Nova Scotia") of each series listed on Schedule 1 hereto (the "Old GM Nova Scotia Notes" and, together with the Old GM Euro Notes, the "Old Non-USD Notes" and the Old Non-USD Notes together with the Old GM Notes, the "Old Notes"), in each case validly tendered and not validly withdrawn in the Exchange Offers, for a fixed amount (the "Exchange Consideration") of newly issued shares (the "New Common Shares" or the "New Securities") of common stock, par value $0.01 (after giving effect to the Par Value Reduction (as defined below)), of the Company (the "GM Common Stock"). Capitalized terms not otherwise defined in Section 24 hereof or otherwise herein are used as defined in the Prospectus.

Not later than 30 days prior to the Closing Date (as defined below), the Company will file with the Commission, and not later than 20 days prior to the Closing Date, the Company will distribute to all holders of GM Common Stock, an information statement on Schedule 14C (the "Schedule 14C") pursuant to Section 14(c) of the Exchange Act, describing, among other things, an amendment (the "Charter Amendment"), in the form authorized by the Company's board of directors, to the Company's restated certificate of incorporation (the "Certificate of Incorporation") to effect (i) the implementation of a reduction in the par value of GM Common Stock (the "Par Value Reduction"), (ii) an increase in the number of authorized shares of GM Common Stock to 62 billion shares (the "Common Stock Increase") and (iii) the implementation of a 1 for 100 reverse split of GM Common Stock (the "Reverse Stock Split").

In respect of each voting class of Old GM USD Notes, the Company is also soliciting (the "Indenture Consent Solicitations"), concurrently with the Exchange Offers, consents (the "Consents") of holders of Old GM USD Notes to amend certain of the terms of the indentures governing the Old GM USD Notes (the "Existing Indentures") to (i) remove substantially all material affirmative and negative covenants and events of default, other than those relating to the obligation to pay principal and interest on the Old GM USD Notes (collectively, the "Proposed Covenants Amendments") and (ii) solely with respect to Company's 1.50% Series D Convertible Debentures due June 1, 2009 (the "Series D Old Notes"), to have holders of such Series D Old Notes that tender and do not validly withdraw such Series D Old Notes prior to the initial Withdrawal Date irrevocably agree, in the event the Exchange Offers and Solicitations are extended beyond June 1, 2009, to forbear from taking any action to enforce, or direct enforcement of, and waive any and all of the rights and remedies available to such Holders under the applicable Existing Indenture and to extend the maturity of such tendered Series D Old Notes until the earlier of (a) the termination of the Exchange Offers (including in the event that the Company files a petition for relief under the U.S. Bankruptcy Code) and (b) the Closing Date (the "Series D Forbearance Amendments" and, together with the Proposed Covenant Amendments, the "Proposed Indenture Amendments"), in each case in accordance with the terms and conditions of the applicable Existing Indenture. On or prior to the Closing Date, subject to receipt of the requisite Consents under the applicable Existing Indenture, the Company and the applicable Existing Trustee (as defined below) will execute supplemental indentures (the "Supplemental Indentures") to the Existing Indentures to give effect to the Proposed Indenture Amendments. In respect of each series of the Old Non-USD Notes, the Company (or, in respect of the Old GM Nova Scotia Notes, GM Nova Scotia) is soliciting (the "Paying Agency Agreement Solicitations" and, together with the Indenture Consent Solicitations, the "Solicitations") concurrently with the Exchange Offers, proxies from such holders of Old Non-USD Notes (the "Proxies"), to approve amendments to certain of the terms of the fiscal and paying agency agreements governing the Old Non-USD Notes (the "Paying Agency Agreements"), including (i) the insertion of an early call option (the "Call Option") in such series of Old Non-USD Notes and (ii) the removal of substantially all material affirmative and negative covenants and events of default, other than those relating to the obligation to pay principal and interest on such series of Old Non-USD Notes (collectively, the "Proposed Paying Agency Agreement Amendments" and, together with the Proposed Indenture Amendments, the "Proposed Amendments"), in accordance with the terms and conditions of the applicable Paying Agency Agreement.

The Exchange Offers are part of a larger restructuring by the Company required by that certain loan and security agreement (as may be amended or supplemented and including all ancillary documents related thereto, the "UST Loan Agreement"), dated as of December 31, 2008, by and between the Company, as borrower, and the United States Department of the Treasury, as lender (the "U.S. Treasury"). The UST Loan Agreement contains certain requirements as it relates to the implementation of the Exchange Offers, the Labor Modifications and the VEBA Modifications.

As a condition to the consummation of the Exchange Offers and Solicitations, the U.S. Treasury must agree to accept GM Common Stock in exchange for (a) full satisfaction of at least 50% of the Company's outstanding indebtedness under the UST Loan Agreement at June 1, 2009 and (b) full satisfaction and cancellation of the Company's obligations under the warrant granted to the U.S. Treasury (the "U.S. Treasury Debt Conversion").

The Exchange Offers and the Solicitations shall be conducted on the terms and subject to the conditions set forth in (i) the preliminary prospectus dated April 27, 2009, attached hereto as Exhibit A (as amended or supplemented and including any documents incorporated by reference therein, the "Preliminary Prospectus") included in the Registration Statement (as defined below) as filed with the Commission on April 27, 2009, (ii) the related letter of transmittal and consent (as amended, modified or supplemented from time to time, the "Letter of Transmittal"), attached hereto as Exhibit B, with respect to Holders tendering Old Notes pursuant to the Exchange Offers, (iii) in respect of the USD Exchange Offer, the tender offer statement on Schedule TO filed with the Commission pursuant to Rule 14d-3 under the Exchange Act, including the required exhibits thereto and any documents incorporated by reference therein (as may be amended or supplemented, the "Schedule TO") and (iv) in respect of the Exchange Offers and the Solicitations conducted in jurisdictions identified in Annex B hereto (the "Non-U.S. Approval Jurisdictions"), one or more prospectus supplements, translations, wraps or similar documents affixed to the Preliminary Prospectus or Prospectus, as the case may be (together with any such documents or exhibits thereto, official notices and circulars in connection therewith, each a "Non-U.S. Prospectus").

The date on which the New Common Shares are issued pursuant to the Exchange Offers shall be referred to herein as the "Closing Date." This agreement between the Company and the Dealer Managers as set forth herein shall hereinafter be referred to as the "Agreement," and all reference to "Holders" of Old Notes refer to holders of Old Notes who have validly tendered and not validly withdrawn their Old Notes in the Exchange Offers. This Agreement, the Supplemental Indentures, the Charter Amendment, the Escrow Agreement, any binding agreement in respect of the Labor Modifications, the VEBA Modifications, the U.S. Treasury Debt Conversion and the Proposed Paying Agency Agreement Amendments hereinafter shall be referred to collectively as the "Transaction Documents."

References to the "Offer and Solicitation Material" shall hereinafter refer to the items in clauses (a) through (i) below, together with all information and documents incorporated by reference therein (such incorporated information and documents collectively, the "Incorporated Documents"): (a) the Registration Statement, (b) the Preliminary Prospectus, (c) the Prospectus, (d) the Letter of Transmittal, (e) the Schedule 14C, (f) each Non-U.S. Prospectus, (g) any press releases or newspaper advertisements of the Company and any other information that the Company may file (including any written communication filed with the Commission pursuant to Rule 425 under the Securities Act) or publicly disseminate or provide to holders of Old Notes, in each case in connection with the Exchange Offers and the Solicitations, as any of them may be amended, modified or supplemented from time to time, (h) any other material furnished by or with the written consent of the Company to holders of the Old Notes in connection with the Exchange Offers and the Solicitations and (i) the Schedule TO.

The Offer and Solicitation Material has been or will be prepared and approved by, and its accuracy and completeness are the responsibility of, the Company, except as otherwise expressly set forth in Section 12(a)(i) and Section 12(b) of this Agreement . The Company shall,

to the extent permitted by law, use commercially reasonable efforts to disseminate the Offer and Solicitation Material (other than any press releases or newspaper advertisements relating to the Exchange Offers and the Solicitations and the Schedule 14C) to registered holders of Old Notes, as soon as practicable after the Commencement Date (as defined below), and, in respect of the convertible Old GM USD Notes, pursuant to Rule 13e-4 under the Exchange Act, so as to fulfill all requirements thereof as to the commencement of the USD Exchange Offer not later than the date hereof, and comply with its obligations thereunder. You are authorized to use the Offer and Solicitation Material delivered on or prior to the date hereof in connection with the Exchange Offers and the Solicitations in the manner contemplated by the Offer and Solicitation Material along with such other offering materials and information that the Company may approve in writing in advance for use subsequent to the date hereof in connection with the Exchange Offers and the Solicitations (together with any and all information and documents incorporated by reference therein, collectively, the "Additional Material"). You agree to discontinue use of any Offer and Solicitation Material and any Additional Material promptly after written notification by the Company that such Offer and Solicitation Material or Additional Material shall no longer be used in connection with the Exchange Offers and Solicitations.

The Company agrees to furnish to you as many copies as you may reasonably request of the Offer and Solicitation Material and any Additional Material (in each case, as amended or supplemented, if amended or supplemented) in final form for use by you in connection with the Exchange Offers and the Solicitations. The Dealer Managers (as defined below) each hereby agree that, without the prior written consent of the Company (which consent the Company agrees will not be unreasonably withheld), the Dealer Managers will not hereafter disseminate any written materials to holders of Old Notes for or in connection with the solicitation of tenders of Old Notes and Consents and Proxies pursuant to the Exchange Offers, other than the Offer and Solicitation Material and any Additional Material, or make any representations to holders of Old Notes in connection with the solicitation of tenders of Old Notes and Consents and Proxies pursuant to the Exchange Offers, other than as contained in the Offer and Solicitation Material and any Additional Material.

1. The Company hereby engages Morgan Stanley & Co. Incorporated, Banc of America Securities LLC, Barclays Capital Inc., Deutsche Bank Securities Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC (collectively, the "Dealer Managers") as exclusive dealer managers in connection with the Exchange Offers and exclusive solicitation agents (collectively, the "Solicitation Agents") in connection with the Solicitations on the terms and subject to the conditions set forth herein; provided, however, that if any Dealer Manager shall withdraw under this Agreement, then the Company shall have the right, in its sole discretion, to appoint a new Dealer Manager. The Company authorizes each of you to act as Dealer Manager and Solicitation Agent in connection with the Exchange Offers and the Solicitations and agrees that you shall act as independent contractors with duties solely to the Company and that your rights and obligations pursuant to this Agreement shall be several and not joint. As a Dealer Manager and Solicitation Agent, you each agree, in accordance with the Exchange Offers and Solicitations and otherwise in accordance with your customary practice and all applicable laws of the United States and those jurisdictions listed onAnnex B andAnnex C, to perform those services in connection with the Exchange Offers and the Solicitations as are customarily performed by investment banking concerns

in connection with Exchange Offers and Solicitations of consents and approvals of like nature, including, but not limited to, (i) using your commercially reasonable efforts to solicit (A) tenders of Old Notes sought to be exchanged by the Company pursuant to the Exchange Offers and (B) deliveries of Consents and Proxies pursuant to the Solicitations and (ii) communicating generally regarding the Exchange Offers and Solicitations with brokers, dealers, commercial banks, trust companies, nominees and other persons. You each understand and agree that the Board of Directors of the Company is not making any recommendation as to whether to accept or participate in the Exchange Offers or Solicitations and therefore, as Dealer Manager, you will not be making any such representation or recommendation. Subject to Section 21 hereof, you each further agree to be regarded as the broker-dealer that is making the Exchange Offers and Solicitations on behalf of the Company in any state of the United States in which it is required that such Exchange Offers and Solicitations be made by or through a registered or licensed broker-dealer, and you each represent that you are a registered or licensed broker-dealer in each of such states. It is understood that nothing in this Agreement nor the nature of your services shall be deemed to create a fiduciary or agency relationship between yourselves and the Company. The Company acknowledges that certain affiliates of the Dealer Managers may perform the services to be provided by the Dealer Managers and the Solicitation Agents under this Agreement in such jurisdictions as may be required in connection with the Exchange Offers and the Solicitations. To the extent that any such affiliates perform such services, they shall be entitled to the benefits of and shall be subject to the terms of this Agreement as if they were a Dealer Manager or Solicitation Agent hereunder, as applicable; provided, however, that the applicable Dealer Manager shall nevertheless remain liable for the performance of any such affiliate.

2. The Company has prepared and filed with the Commission on April 27, 2009, under the Securities Act, a registration statement on Form S-4, including the Preliminary Prospectus, covering the registration of the New Securities. The term "Registration Statement," as used in this Agreement, shall mean such registration statement, including the exhibits thereto and any documents incorporated by reference therein, in the form in which it becomes effective and, in the event of any amendment or supplement thereto after the effective date of such registration statement, shall also mean such registration statement as so amended or supplemented. The final prospectus included in the Registration Statement (including any documents incorporated in such prospectus by reference) is herein called the "Prospectus," except that if the final prospectus furnished to the Dealer Managers for use in connection with the Exchange Offers and the Solicitations differs from the final prospectus set forth in the Registration Statement (whether or not such prospectus is required to be filed pursuant to Rule 424(b)), the term "Prospectus" shall refer to the final prospectus furnished to the Dealer Managers for such use. The terms "supplement" and "amendment" or "supplemented" and "amended" as used herein with respect to the Prospectus shall include all documents that are filed by the Company with the Commission pursuant to the Exchange Act and incorporated by reference into the Prospectus prior to the consummation of the Exchange Offers and the Solicitations.

3. (a) The Company has prepared and filed, or agrees that prior to or on the date of commencement of the Exchange Offers and the Solicitations (the "Commencement Date") it will file, with the Commission under the Exchange Act the Schedule TO in respect of the USD Exchange Offer, including the required exhibits thereto and any documents incorporated by reference therein.

(b) The Company has prepared and filed, submitted or published, or agrees that it will use its commercially reasonable efforts to file, submit or publish in any such Non-U.S. Approval Jurisdiction, the applicable Non-U.S. Prospectus required to be so filed, submitted or published in such Non-U.S. Approval Jurisdiction in connection with the Exchange Offers and the Solicitations and in accordance with the deadlines therein specified.

(c) The Exchange Offers and Solicitations (other than the Paying Agency Agreement Solicitations) shall be made only in the United States of America, the Non-U.S. Approval Jurisdictions and the jurisdictions identified in Annex C hereto (the "Non-U.S. Exempt Jurisdictions" and, together with the Non-U.S. Approval Jurisdictions, the "Non-U.S. Jurisdictions"), and shall be conducted in the Non-U.S. Jurisdictions (including without limitation in respect of the use and distribution of the Offer and Solicitation Material) in compliance with the laws, rules and regulations applicable in such Non-U.S. Jurisdictions and the limitations and qualifications set forth in the Prospectus under the caption "Non-U.S. Offer Restrictions" (the "Foreign Jurisdiction Restrictions"). No offers, distributions of the Offer and Solicitation Material (unless required by the Paying Agency Agreements) or solicitation shall be made in any other jurisdiction without the prior written consent of the Lead Dealer Managers, which shall not be unreasonably withheld, and the Company's prior written consent. You agree that all Offer and Solicitation Material published in the Non-U.S. Jurisdictions in connection with the Exchange Offers and the Solicitations will be issued on behalf of the Company.

4. The Company agrees that, within a reasonable time prior to using the Offer and Solicitation Material or any Additional Material (in each case, including amendments and supplements thereto, if amended or supplemented), it will provide copies of such material to the Lead Dealer Managers and counsel for the Dealer Managers, Cahill Gordon & Reindel LLP ("Cahill"), and will give reasonable consideration to comments timely received by the Company from the Lead Dealer Managers and their counsel.

With respect to any of you, in the event that (i) the Company uses or permits the use of, or files with the Commission, any Offer and Solicitation Materials (A) that have not been timely submitted to you previously for comment or (B) that have been so submitted, and you or your counsel have provided material comments in a timely manner, but the Company has unreasonably failed to address such comments; (ii) the Company shall have breached, in any material respect, any of its representations, warranties, agreements or covenants contained herein, (iii) the conditions set forth in Section 13 that are to be satisfied on or prior to the Effectiveness Date, any Withdrawal Date and the Closing Date, as the case may be, are not, in any material respect, satisfied as of such applicable date, (iv) all of the Exchange Offers and the Solicitations are terminated or withdrawn by the Company for any reason or (v) any stop order, restraining order, injunction or denial of an application for approval has been issued and not thereafter stayed or vacated, or any proceeding or litigation has been initiated, with respect to or otherwise affecting the Exchange Offers or the Solicitations or any other action or transaction contemplated by the Offer and Solicitation Material, any Additional Material or this Agreement, which such Dealer Manager, in good faith after consultation with the Company, believes renders it inadvisable to continue to act hereunder, then in any such case such Dealer Manager shall be entitled to withdraw as a Dealer Manager without any liability or penalty to you (or any person entitled to indemnification pursuant to Section 12) and without loss of any right to reimbursement for your

expenses, fees and costs pursuant to Section 7 hereof; provided that in each case such Dealer Manager delivers notice of withdrawal to the Company at least two (2) business days prior to the effective date of such withdrawal. If you withdraw as a Dealer Manager in compliance with this Section 4, the reimbursement for your expenses pursuant to Section 7 hereof through the date of such withdrawal shall be paid to you promptly after such date. The resignation of any Dealer Manager shall not affect the rights or obligations of the other Dealer Managers hereunder.

5. The Company shall pay the Dealer Managers the fees calculated and payable as set forth in Annex A (the "Fees").

6. The Company agrees to pay a soliciting dealer fee (the "Soliciting Dealer Fees") as set forth and in accordance with the procedures described under "Dealer Managers, Exchange Agent, Solicitation and Information Agent, the Settlement and Escrow Agent and Luxembourg Exchange Agent—Fees and Expenses" in the Prospectus. The Company agrees and acknowledges that it shall be solely responsible for the payment of any Soliciting Dealer Fee and that the Soliciting Dealers may only look to the Company for payment of any such Soliciting Dealer Fee. Under no circumstances shall the Dealer Managers be liable for payment of the Soliciting Dealer Fee.

7. The Company agrees to pay all fees and expenses incurred in connection with the Exchange Offers and the Solicitations, including (i) all Soliciting Dealer Fees, (ii) all fees and expenses relating to the preparation, printing, mailing and publishing of the Offer and Solicitation Material and any Additional Material (in each case, as amended or supplemented, if amended or supplemented), (iii) all fees and expenses of the Company's counsel and accountants and of the Depositary, the Information Agent and the Luxembourg Tender Agent (as defined below), (iv) all advertising charges incurred with the prior written consent of the Company, (v) the customary mailing and handling expenses of the brokers and dealers (including you), commercial banks, trust companies and other nominees incurred in forwarding the Offer and Solicitation Material and any Additional Material (in each case, as amended or supplemented, if amended or supplemented) to their customers, (vi) all expenses incident to the issuance and delivery of the New Securities (including all printing and engraving costs), (vii) all filing fees, attorneys' fees and expenses incurred by the Company and all filing fees and reasonable attorneys' fees and out-of-pocket expenses incurred by the Dealer Managers in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the New Securities under the securities laws of the several states of the United States or of any Non-U.S. Jurisdictions, (viii) any fees payable in connection with the listing of the New Common Shares on the New York Stock Exchange ("NYSE"), and (ix) all fees and expenses (including reasonable fees and expenses of counsel) of the Company in connection with approval of the New Securities by The Depository Trust Company ("DTC") in the United States, Euroclear Bank, S.A./N.V. ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream") outside the United States, as applicable, for "book-entry" transfer, and the performance by the Company of its other obligations under this Agreement. DTC, Euroclear and Clearstream are each referred to herein individually as a "Book-entry Transfer Facility." In addition to your compensation for your services as Dealer Managers as contemplated by Section 5 and clause (vi) above, the Company agrees to also reimburse you for all other reasonable out-of-pocket fees, costs and expenses incurred by you in connection with your services as Dealer Manager, including the reasonable

fees, costs and expenses of Cahill, those foreign counsel to the Dealer Managers identified on Annex D and, subject to prior written approval of the Company, such other counsel as reasonably required by the Lead Dealer Managers in connection with making the Exchange Offers and Solicitations in jurisdictions outside the United States (collectively with foreign counsel identified on Annex D, "Dealer Manager Foreign Counsel"; Dealer Manager Foreign Counsel together with Cahill, "Dealer Manager Counsel"), whether or not (i) any Old Notes are tendered or exchanged pursuant to the Exchange Offers, (ii) the Company acquires any Old Notes pursuant to the Exchange Offers or otherwise, (iii) the Proposed Amendments are adopted or (iv) any Consents or Proxies are received in the Solicitations; provided, however, that the Company's obligation to reimburse the fees, costs and expenses of Dealer Manager Foreign Counsel shall not, in the aggregate, exceed $750,000. The Dealer Managers agree to provide, in a timely manner, such detailed documentation of expenses (including legal fees and expenses) as may be reasonably requested by the Company. All payments to be made by the Company pursuant to this Section 7 shall be made (i) not later than promptly after the earlier of (x) the Closing Date or (y) the termination of the Exchange Offers or in the case of amounts payable to any of you, your withdrawal as Dealer Manager pursuant to Section 4 (if applicable) or (ii) in the case of the reasonable fees, costs and expenses of Dealer Manager Counsel, (A) on the Commencement Date, in respect of such amount invoiced up to and including the Commencement Date and (B) promptly after the earlier of (x) the Closing Date or (y) the termination of the Exchange Offers or the withdrawal of all Dealer Managers pursuant to Section 4, in respect of such amount invoiced after the Commencement Date.

8. In connection with the Exchange Offers and the Solicitations, the Company has arranged for D.F. King & Co. to serve as depositary and exchange agent (the "Depositary") and, as such, to advise the Company and you at least daily as to such matters relating to the Exchange Offers as you may request, and to serve as information agent (the "Information Agent") and, as such, to advise the Company and you as to such matters relating to the Exchange Offers and the Solicitations as you may reasonably request and to furnish the Company and you with any written reports concerning any such information as either the Company or you may reasonably request. Additionally, in connection with the Exchange Offers and the Solicitations in respect of Old Notes listed on the Luxembourg Stock Exchange, the Company has arranged for Deutsche Bank Luxembourg S.A. to serve as Luxembourg tender agent (the "Luxembourg Tender Agent") and, as such, to advise the Company and you as to such matters relating to such Exchange Offers and Solicitations, as either the Company or you may reasonably request. The Company shall provide the Lead Dealer Managers or use commercially reasonable efforts to cause each of the trustees (each, an "Existing Trustee" and together, the "Existing Trustees") under the Existing Indentures, and the applicable Book-entry Transfer Facility to provide the Lead Dealer Managers with copies of the records or other lists showing the names and addresses of, and principal amounts of Old Notes held by, the record holders of Old Notes as of a recent date and on such subsequent dates as are requested by the Lead Dealer Managers and undertakes, from and after such date, to use commercially reasonable efforts to cause the Existing Trustees and the applicable Book-entry Transfer Facility, to notify the Lead Dealer Managers of all transfers of Old Notes as of such subsequent dates as are requested by the Lead Dealer Managers, such notification consisting of the name and address of the transferor and transferee of any Old Notes and the date of such transfer. On or prior to the Commencement Date, the Company will have made appropriate arrangements, to the extent applicable, with the applicable Book-entry

Transfer Facility and the Depositary to allow for the book-entry movement of the tendered Old Notes between depositary participants and the applicable Book-entry Transfer Facility during the Exchange Offers.

9. The Company represents and warrants to each of you that:

(a) the Company has been duly incorporated and is validly existing as a corporation in good standing in the State of Delaware with corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Offer and Solicitation Material. The Company is duly qualified to transact business and is in good standing (or equivalent status) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Effect;

(b) the Company has all necessary corporate power and authority and it has taken all necessary corporate action to authorize the making and consummation of the Exchange Offers and the Solicitations, and, as of the expiration date of the Exchange Offers and the Solicitations (the "Expiration Date"), will have taken all actions to authorize the exchange of Old Notes pursuant to the Exchange Offers and all other actions and transactions contemplated in the Offer and Solicitation Material and any Additional Material (in each case, as amended or supplemented, if amended or supplemented);

(c) the Registration Statement, including the Preliminary Prospectus, has been prepared by the Company in conformity in all material respects with the requirements of the Securities Act and has been filed with the Commission as of the Commencement Date and is expected by the Company to become effective not later than the scheduled Expiration Date of the Exchange Offers; the Company will file any amendments to the Registration Statement as may hereafter be required by applicable law and such amendments shall be prepared and filed in conformity in all material respects with the requirements of the Securities Act. No stop order refusing or suspending the effectiveness of the Registration Statement or preventing or suspending the use of any prospectus is in effect, and no proceedings for such purpose have been instituted or are pending before or, to the knowledge of the Company, are threatened by the Commission. The Exchange Offers and the Solicitations satisfy the conditions for use of Form S-4 set forth in the instructions thereto;

(d) the Schedule TO has been prepared by the Company in conformity in all material respects with the requirements of the Exchange Act and has been filed with the Commission as of the Commencement Date; amendments to the Schedule TO as may have been required prior to the date hereof have similarly been prepared and filed with the Commission; and the Company will file additional amendments to the Schedule TO as may hereafter be required by the Exchange Act;

(e) in respect of each Non-U.S. Approval Jurisdiction, each Non-U.S. Prospectus has been (x) prepared by the Company in conformity in all material respects with the requirements of the applicable laws of the relevant Non-U.S. Approval Jurisdiction

and (y) has been filed or submitted with, approved by, and published or made available to the public (as applicable) in the form and manner specified by, the relevant Non-U.S. Approval Agency in conformity in all material respects with and to the extent required by the applicable laws of the relevant Non-U.S. Approval Jurisdiction; the Company will amend or supplement the applicable Non-U.S. Prospectus in each relevant Non-U.S. Approval Jurisdiction as may hereafter be required and such amendment or supplements shall be prepared, approved, filed, submitted and made available to the public (as applicable) in conformity in all material respects with applicable laws, rules and regulations of the relevant Non-U.S. Approval Jurisdiction in which it was filed, submitted or published. No stop or similar order suspending the approval or use of any Non-U.S. Prospectus has been issued and no proceedings for such purpose have been instituted or are pending before or, to the knowledge of the Company, are threatened by any Non-U.S. Approval Agency;

(f) the Schedule 14C will be prepared by the Company in conformity in all material respects with the requirements of the Exchange Act and will be, not later than 30 days prior to the Closing Date, filed with the Commission, and not later than 20 days prior to the Closing Date, distributed to all holders of GM Common Stock;

(g) (i) the Offer and Solicitation Material complies in all material respects and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the Exchange Act; (ii) the Registration Statement, when it becomes effective, will not contain and as amended or supplemented thereafter, if applicable, 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; and (iii) none of the Preliminary Prospectus, the Prospectus or any other Offer and Solicitation Material other than the Registration Statement, nor any Additional Material, at the Commencement Date contains, and on any Withdrawal Date, the Expiration Date or the Closing Date, as amended or supplemented, if applicable, will contain, any untrue statement of a material fact or omits or will 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; except that the representations and warranties set forth in this Section 9(g) do not apply to statements or omissions in the Offer and Solicitation Material, any Additional Material or any amendment or supplement thereto made in reliance upon or in conformity with information relating to the Dealer Managers furnished to the Company in writing by the Dealer Managers expressly for use therein;

(h) the Incorporated Documents, at the time they were or are hereafter filed with the Commission, complied in all material respects and will comply in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable, and, when read together with the other information in the Registration Statement, Preliminary Prospectus or the Prospectus, as the case may be, do not contain, and at no time prior to or on the Closing Date, will 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 the light of the circumstances under which they were made, not misleading;

(i) no material consent, approval, registration, authorization, order or qualification of or with any federal or other governmental securities and exchange agency, authority or instrumentality, domestic or foreign in any Non-U.S. Exempt Jurisdiction is required for the consummation of the Exchange Offers and Solicitations or the offering, sale or delivery of the Exchange Consideration (including pursuant to the Call Option) as contemplated by this Agreement or the Offer and Solicitation Material;

(j) the GM Common Stock conforms in all material respects to the description thereof contained in the Preliminary Prospectus and the Prospectus and the New Common Shares (upon effectiveness of the Charter Amendment) (i) will conform in all material respects to such description and (ii) will conform to the rights set forth in the Certificate of Incorporation in respect of the New Common Shares; the New Common Shares have been duly authorized for issuance pursuant to the Certificate of Incorporation, and, each New Common Share that is delivered to Holders in exchange for Old Notes, will be validly issued, fully paid and non-assessable;

(k) the Charter Amendment (reflecting the Common Stock Increase and the Reverse Stock Split), upon effectiveness, will conform in all material respects to the description thereof contained in the Preliminary Prospectus and the Prospectus;

(l) the Charter Amendment will comply with applicable Delaware law;

(m) the Proposed Indenture Amendments set forth in each Supplemental Indenture when executed and delivered will conform in all material respects to the description thereof in the Preliminary Prospectus and the Prospectus;

(n) the Proposed Paying Agency Agreement Amendments when approved pursuant to the terms and conditions in the applicable Paying Agency Agreement will conform in all material respects to the description thereof in the Preliminary Prospectus and the Prospectus;

(o) as of the Closing Date, the VEBA Modifications, the Labor Modification and the U.S. Treasury Debt Conversion will conform in all material respects to the description thereof contained in the Preliminary Prospectus and the Prospectus and, with respect to the VEBA Modifications and the Labor Modifications, will comply in all material respects with ERISA (as defined below) and all applicable federal, state or local labor statutes and regulations;

(p) prior to the date hereof, the Company has not distributed any Offer and Solicitation Material in connection with the Exchange Offers and Solicitations;

(q) the statements in the Preliminary Prospectus and the Prospectus under the headings “Description of Our Existing Capital Stock,” “Material United States Federal Income Tax Consequences,” “Description of the Charter Amendment,” and “Proposed Debt Instrument Amendments,” insofar as they purport to describe the provisions of the laws, documents and arrangements referred to therein, are accurate in all material respects;

(r) the Company is not and, after giving effect to the New Securities exchanged for the Old Notes, the VEBA Modifications, the Labor Modifications, the U.S. Treasury Debt Conversion and the Charter Amendment, will not be an "investment company" or any entity "controlled" by an "investment company" as such terms are defined in the U.S. Investment Company Act of 1940, as amended;

(s) this Agreement has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable against the Company in accordance with the terms set forth herein, except as enforcement thereof may be limited by (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law), (iii) an implied covenant of good faith and fair dealing and (iv) the enforceability of indemnity provisions due to considerations of public policy (the "Enforceability Exceptions");

(t) each Supplemental Indenture and the Escrow Agreement have each been duly authorized by the Company and, when executed and delivered by the Company and assuming the due authorization, execution and delivery by the applicable Existing Trustee or the escrow agent, as the case may be, will each have been duly executed and delivered on the Closing Date and will constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by the Enforceability Exceptions;

(u) Deloitte & Touche LLP, which expressed its opinion with respect to the financial statements (which term as used in this Agreement includes the related notes thereto) that will be included or incorporated by reference in the Preliminary Prospectus and the Prospectus, has informed the Company that it is an independent public or certified public accountant within the meaning of Regulation S-X under the Securities Act and the Exchange Act and the rules of The Public Company Accounting Oversight Board, and any non-audit services provided by Deloitte & Touche LLP to the Company have been approved by the appropriate audit committee of the Company;

(v) the financial statements, together with the related schedules and notes, included or incorporated by reference in the Preliminary Prospectus and the Prospectus present fairly, in all material respects, the financial position of the Company and its subsidiaries as of and at the dates indicated and the results of their operations and their cash flows for the periods presented therein. Such financial statements have been prepared in conformity with generally accepted accounting principles as applied in the United States ("GAAP") applied on a consistent basis throughout the periods involved, except as may be expressly stated therein. All pro forma financial statements or data included or incorporated by reference in the Preliminary Prospectus and the Prospectus comply in all material respects with the requirements of the Securities Act and the Exchange Act, and the assumptions used in the preparation of such pro forma financial statements and data are reasonable, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements and data;

(w) at December 31, 2008, on a consolidated basis, after giving pro forma effect to (i) the issuance of the New Securities and the exchange of Old Notes therefor, (ii) the VEBA Modifications, (iii) the Reverse Stock Split, (iv) the Common Stock Increase and (v) the U.S. Treasury Debt Conversion, each as contemplated by the Preliminary Prospectus and the Prospectus, the Company would have an authorized and outstanding capitalization as set forth in the Preliminary Prospectus and the Prospectus, under the caption "Capitalization";

(x) the Exchange Offers and the Solicitations , the VEBA Modifications and all other actions and transactions contemplated in the Offer and Solicitation Material and any Additional Material (in each case, as amended or supplemented, if amended or supplemented), and the execution, delivery of, and the performance of the Company's obligations under the Transaction Documents, (x) will not require any material consent, approval, authorization or filing with or other order of any court, regulatory body, administrative agency or other governmental body having jurisdiction over the Company, except such (i) as may have already been obtained, taken or made, (ii) consents, approvals, authorizations or filings with or other order of any court, regulatory body, administrative agency or other governmental body as are set forth in the Preliminary Prospectus and the Prospectus, (iii) consents, approvals, authorizations or filings as may be required under state securities or blue sky laws or in the Non-U.S. Approval Jurisdictions in connection with the Exchange Offers and Solicitations and (iv) required consents, approvals, authorizations or filings in those jurisdictions relating to securities to be held in escrow pursuant to the Escrow Agreement; (y) complies in all material respects with all applicable provisions of the Exchange Act and the Securities Act; and (z) will not conflict with, or result in a breach or violation or imposition of, any material lien, charge or encumbrance upon any property or assets of the Company pursuant to, (i) the Certificate of Incorporation or bylaws of the Company (the "Bylaws"), (ii) the terms of any indenture or any other material agreement, obligation, condition, covenant or instrument to which the Company is a party or bound or to which its property is subject (including, without limitation, the UST Loan Agreement and all other documentation related thereto) or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its properties, which in the case of (ii) or (iii) would reasonably be expected to have a Material Adverse Effect;

(y) except as disclosed in the Preliminary Prospectus and the Prospectus, the Company and its subsidiaries and, to the knowledge of the Company, their respective officers and directors are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002, including the rules and regulations of the Commission promulgated thereunder;

(z) (i) except as disclosed in the Preliminary Prospectus and the Prospectus, the Company and its subsidiaries maintain systems of "internal control over financial reporting"

(as defined in Rule 13a-15(f) of the Exchange Act) that comply in all material respects with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective 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 GAAP and (ii) the Company's internal control over financial reporting includes policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect (in all material respects) the transactions and dispositions of the assets of the Company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of the consolidated financial statements in conformity with GAAP, and that material receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the consolidated financial statements;

(aa) except as disclosed in the Preliminary Prospectus and the Prospectus, the Company has established and maintains "disclosure controls and procedures" (as such term is defined in Rules 13a-15 and 15d-14 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company and its subsidiaries is made known to the chief executive officer and chief financial officer of the Company by others within the Company or any of its subsidiaries, and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control system; the Company's auditors and the appropriate audit committee of the Company have been advised of: (i) any significant deficiencies or material weaknesses in the design or operation of internal controls which could materially adversely affect the Company's ability to record, process, summarize, and report financial data; and (ii) any fraud, whether or not material, that involves management or other employees who have a role in the Company's internal controls;

(bb) except as disclosed in the Preliminary Prospectus and the Prospectus, the operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "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 Money Laundering Laws is pending or, to the best knowledge of the Company, threatened;

(cc) except as disclosed in the Preliminary Prospectus and the Prospectus, 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 any of its subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury;

(dd) except as disclosed in the Preliminary Prospectus and the Prospectus, neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, 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 of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Company, its subsidiaries and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance in all material respects with the FCPA and have instituted and maintain policies and procedures reasonably designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith;

(ee) except as disclosed in the Preliminary Prospectus and the Prospectus, (i) there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options issued by the Company to purchase, any shares of GM Common Stock, (ii) there are no statutory, contractual, preemptive or other rights to subscribe for or to purchase any Old Notes or New Securities and (iii) there are no restrictions upon transfer of the Old Notes or the New Securities pursuant to (a) the Company's Certificate of Incorporation or Bylaws or (b) GM Nova Scotia's Memorandum of Association;

(ff) except as disclosed in the Preliminary Prospectus and the Prospectus, the Company and its subsidiaries and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974 (as amended, "ERISA," which term, as used herein, includes the regulations and published interpretations thereunder)) established, maintained or contributed to by the Company, its subsidiaries or their ERISA Affiliates (as defined below) are in compliance in all material respects with plan terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Internal Revenue Code of 1986, as amended (the "Code," which term, as used herein, includes the regulations and published interpretations thereunder). "ERISA Affiliate" means, with respect to the Company or a subsidiary, any member of any group of organizations described in Section 414 of the Code, of which the Company or such subsidiary is a member. No reportable event (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established, maintained or contributed to by the Company, its subsidiaries or any of their ERISA Affiliates. Neither the Company, its subsidiaries nor any ERISA Affiliate has incurred, nor reasonably expects to incur, any material liability under Title IV of ERISA (other than PBGC premiums, in the ordinary course and without default), including with respect to termination of, or withdrawal from, any "employee benefit plan." Neither

the Company, its subsidiaries nor any of their ERISA Affiliates has incurred or reasonably expects to incur any material liability under Sections 4971, 4975 or 4980B of the Code. Each "employee benefit plan" established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates that is intended to be qualified under Section 401 of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification;

(gg) except as contemplated by this Agreement or as described in the Preliminary Prospectus and the Prospectus, the Company has not paid or agreed to pay to any person any compensation for the solicitation of tenders by holders of the Old Notes pursuant to the Exchange Offers;

(hh) the aggregate amount of GM Common Stock (after taking into account the New Common Shares to be issued) outstanding following the consummation of the Exchange Offers, will not exceed at any one time any limitation thereon which may then be in effect by action of the Board of Directors of the Company; and

(ii) each of the representations and warranties set forth in this Agreement will be true and correct on and as of the Commencement Date, any Withdrawal Date, the Expiration Date and the Closing Date, with the same effect as if made on each such date (except to the extent that a representation or warranty is by its terms made as of a specified date, in which case such representation shall be true and correct only on and as of such date).

It is inappropriate for any person other than you to assume the accuracy of any representation, warranty or agreement of the Company contained in this Agreement. This Agreement is not intended as a document for other persons to obtain factual information about the Company or the transactions contemplated by this Agreement. Other persons should rely instead solely on the Offer and Solicitation Materials (including the information incorporated by reference therein) for information about the Company and the transactions contemplated by this Agreement.

10. Each Dealer Manager severally represents and warrants to the Company and agrees with the Company that:

(a) this Agreement has been duly authorized and validly executed and delivered by such Dealer Manager; and

(b) without the prior written consent of the Company (which consent the Company agrees will not be unreasonably withheld), such Dealer Manager will not hereafter (x) disseminate any written materials to holders of the Old Notes for or in connection with the solicitation of tenders of the Old Notes and Consents and Proxies pursuant to the Exchange Offers, other than the Offer and Solicitation Material and any Additional Material, or (y) make any representations to holders of Old Notes in connection with the solicitation of tenders of Old Notes and Consents and Proxies pursuant to the Exchange Offers, other than as contained in the Offer and Solicitation Material and any Additional Material.

11. (a) The Company will use its commercially reasonable efforts to cause (x) the Registration Statement to become effective as soon as possible but no later than the Expiration Date, and (y) to advise the Lead Dealer Managers promptly in writing of (i) the receipt of any comments of, or requests for additional or supplemental information from, the Commission or any Non-U.S. Approval Agency relating to the Exchange Offers and the Solicitations, including in relation to the Registration Statement, the Schedule TO, the Schedule 14C, the Prospectus, any Non-U.S. Prospectus or any other Offer and Solicitation Material, (ii) the occurrence of any event which would cause the Company to modify, withdraw or terminate the Exchange Offers or the Solicitations in any jurisdiction or which would permit the Company to exercise any right not to exchange Old Notes tendered for the New Securities, (iii) any requirement to amend or supplement the Offer and Solicitation Material or any Additional Material, (iv) the issuance by the Commission of any stop order preventing or suspending the effectiveness of the Registration Statement, (v) the breach of any representation or warranty of the Company contained in this Agreement, (vi) the issuance of any order or, to the knowledge of the Company, the taking of any other material adverse action by any administrative or judicial tribunal or other governmental agency or instrumentality concerning the Exchange Offers and the Solicitations (and, if in writing, will furnish the Dealer Managers a copy thereof), (vii) any litigation or administrative action with respect to the Exchange Offers or the Solicitations, (viii) any proceedings to remove, suspend or terminate from listing or quotation the New Common Shares from the NYSE, or of the threatening or initiation of any proceedings for any of such purposes and (ix) any other information relating to the Exchange Offers and the Solicitations which the Lead Dealer Managers may from time to time reasonably request. Additionally, the Company agrees that it shall comply with the provisions of Rule 424(b), as applicable, under the Securities Act.

(b) The Company agrees that (i) if any event occurs or condition exists as a result of which the Offer and Solicitation Material (other than the Registration Statement) or any Additional Material would include an untrue statement of a material fact, or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading, (ii) if any event occurs or condition exists as a result of which the Registration Statement, after the date the Registration Statement is declared effective by the Commission, includes an untrue statement of a material fact, or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) if, in the opinion of the Company it is necessary at any time to amend or supplement the Offer and Solicitation Material or any Additional Material to comply with applicable law, the Company shall promptly notify the Dealer Managers, prepare an amendment or supplement to the Offer and Solicitation Material or any Additional Material that will correct such statement or omission or effect such compliance, and supply such amended or supplemented Offer and Solicitation Material or Additional Material to you.

(c) Prior to the earlier of the Closing Date or the date of termination of the Exchange Offers and the Solicitations, the Company will not amend or supplement the Offer and Solicitation Material (including by filing documents under the Exchange Act that are incorporated by reference therein) unless the Company has submitted to the Dealer Managers such

amendment or supplement or filing a reasonable time prior to the proposed filing or amendment or supplement, and the Company will give reasonable consideration to the timely comments of the Dealer Managers and their counsel, subject in each case to the obligation of the Company to comply with the Securities Act, the Exchange Act and the provisions of this Agreement. The Company will promptly advise the Dealer Managers when any document filed under the Exchange Act that is incorporated by reference in the Offer and Solicitation Material shall have been filed with the Commission.

(d) Prior to the issuance of the New Securities, the Company will use commercially reasonable efforts, and the Dealer Managers shall cooperate in connection therewith, to obtain the registration or qualification of the New Securities under (or to obtain exemptions from the application of) the securities or Blue Sky laws or other laws of the United States, the Non-U.S. Jurisdictions and such other jurisdictions as may be agreed upon by the Lead Dealer Managers and the Company; provided, however, that the Company shall not 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. The Company will not send New Securities into any jurisdiction where it has not (i) registered or otherwise qualified such New Securities or (ii) assured itself that an exemption from registration or qualification exists. The Company will promptly advise the Dealer Managers of the receipt by the Company of any notification with respect to the suspension of the qualification of any New Securities for sale in any jurisdiction or the initiation or, to the knowledge of the Company, threatening of any proceeding for such purpose.

(e) Old Notes acquired by the Company pursuant to the Exchange Offers or upon exercise of the Call Option will be cancelled upon receipt thereof. The Company will cooperate with the Dealer Managers and use their reasonable best efforts to permit the New Securities to be eligible for clearance and settlement through the applicable Book-entry Transfer Facility.

(f) The Company will give reasonable notice to the Dealer Managers prior to the exercise of the Call Option and will not exercise the Call Option in respect of Old Non-USD Notes held by holders in, or deliver New Securities pursuant to such exercise as contemplated by the Prospectus into, any jurisdiction where such exercise or delivery would violate, conflict with or result in liability under applicable securities laws in such jurisdiction, until such time as the Company has obtained all consents and approvals necessary to exercise the Call Option in respect of such Old Non-USD Notes and deliver New Securities pursuant thereto in compliance with such securities laws; provided, however, that the Company may (i) exercise the Call Option, execute the Escrow Agreement and perform the transactions contemplated by the Escrow Agreement and (ii) make such other arrangements in respect of any such jurisdiction as may be agreed in writing by the Company and the Lead Dealer Managers.

(g) During such period beginning on the date hereof and ending on such date as, in the reasonable opinion of counsel for the Dealer Managers, the Prospectus or any Non-U.S. Prospectus is no longer required by law to be delivered in connection with the Exchange Offers and the Solicitations, the Company will (i) file all documents required to be filed with the Commission

pursuant to Section 13, 14 or 15 of the Exchange Act in the manner and within the time periods required by the Exchange Act or (ii) file, submit or make available all documents required by law to be filed, submitted or made available in any Non-U.S. Jurisdiction.

(h) The Company will make generally available to its security holders and the Dealer Managers as soon as practicable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the Effectiveness Date (it being understood that the Company may satisfy its obligation hereunder by including such earning statement in its periodic reports filed with the Commission pursuant to the Exchange Act).

12.(a) The Company agrees to indemnify and hold harmless each Dealer Manager, 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 Dealer Manager and each of such Dealer Manager's and such person's officers and directors against any and all losses, liabilities, damages, 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 (i) any untrue statement or alleged untrue statement of a material fact contained in the Offer and Solicitation Material and any Additional Material, 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 furnished by such Dealer Manager to the Company expressly for use in the Offer and Solicitation Material or any Additional Materials or any amendment or supplement thereto (which, for the purposes of this proviso, shall consist solely of the name, address and telephone number of such Dealer Manager on the front cover and back cover of the Preliminary Prospectus and the Prospectus, as the case may be, and the back page of the Letter of Transmittal and such other Information set forth on Annex E), (ii) the Exchange Offers and the Solicitations, the exercise of the Call Option and all other actions contemplated in the Offer and Solicitation Material and any Additional Materials with respect to the Exchange Offers and the Solicitations, (iii) any action taken or omitted to be taken by the Dealer Manager with the consent of the Company or in conformity with the instructions of the Company or pursuant to the obligations of the Dealer Managers under this Agreement, (iv) any breach by the Company of any representation or warranty or failure to comply with any of the covenants and the agreements contained herein, (v) any withdrawal or termination by the Company of, or failure by the Company to commence or consummate, the Exchange Offers or the Solicitations, (vi) any advice or services rendered or to be rendered by an indemnified person pursuant to this Agreement and the transactions contemplated hereby or (vii) the VEBA Modifications, the Labor Modifications or the U.S. Treasury Debt Conversion. The Company shall not, however, be required so to indemnify any indemnified party for any losses, liabilities, costs or claims or expenses related thereto arising under clauses (ii) through (vii) above to the extent that such losses, liabilities, costs or claims or expenses related thereto are finally judicially determined by a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such indemnified party or

from a material breach by such indemnified party of any of its representations, warranties or covenants in this Agreement. The Company also acknowledges and agrees that no indemnified person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company or, without limiting the effect of the foregoing provisions of this paragraph (a), any other person for any act or omission on the part of any broker or dealer in securities or any commercial bank, trust company or other nominee and that no indemnified person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company or any other person for any losses, claims, damages, liabilities or expenses arising from or in connection with any act or omission in performing your obligations hereunder or otherwise in connection with the Exchange Offers or the exchange of Old Notes for the Exchange Consideration pursuant to the Exchange Offers, or any other action contemplated in the Offer and Solicitation Material or any Additional Material, except to the extent that any such losses, claims, damages, liabilities or expenses are finally judicially determined by a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such indemnified person or from a material breach by such indemnified person of any of its representations, warranties or covenants in this Agreement.

(b) Each Dealer Manager 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 each of the Company's and such person's officers and directors from and against any and all losses, liabilities, damages, 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, damages, 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 Offer and Solicitation Material or any Additional Material 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, 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 such Dealer Manager expressly for use in the Offer and Solicitation Material or any Additional Material, or any amendment or supplement thereto (it being understood that such written information shall consist solely of the name, address and telephone number of such Dealer Manager on the front cover and back cover of the Preliminary Prospectus and the Prospectus, as the case may be, and the back page of the Letter of Transmittal and such other information set forth on Annex E).

(c) 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 Lead Dealer Managers. 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.

(d) If the indemnification provided for in this Section 12 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 on the one hand and the Dealer Managers on the other from the Exchange Offers and Solicitations, (ii) if a Dealer Manager is the indemnifying party, in such proportion as is appropriate to reflect the Dealer Manager's relative fault on the one hand and that of the Company 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 on the one hand and the Dealer Managers on the other hand, of the Exchange Offers and the Solicitations shall be deemed to be in the same proportion as the sum of (x) the par value of the New Common Shares determined as of the Closing Date and (y) any additional consideration paid by the Company in exchange for the Old Notes bears to the aggregate fees paid or to be paid to such Dealer Manager under this Agreement. The relative fault of the Company on the one hand and of the Dealer Managers 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 by the Dealer Managers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omissions.

(e) The Company and the Dealer Managers agree that it would not be just and equitable if contribution pursuant to this Section 12 were determined by pro rata allocation (even if the Dealer Managers 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 Section 12 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 Dealer Managers' obligations to contribute pursuant to this Section 11 are several and not joint.

(f) The remedies provided for in this Agreement are not exclusive and shall not limit any rights or remedies which may otherwise be available to any person at law or in equity.

(g) The reimbursement, indemnity and contribution obligations of the Company and the Dealer Managers provided for in this Agreement shall be in addition to any liability which the Company or the Dealer Managers may otherwise have and shall be binding upon and shall inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and the Dealer Managers and any other indemnified persons.

13. Your several obligations to act and to continue to act (as the case may be) as Dealer Managers hereunder shall at all times be subject, in your discretion, to the conditions that:

(a) all representations, warranties and other statements of the Company contained herein are now, and as of the Commencement Date, any Withdrawal Date and the Closing Date, with the same effect as if made on each such date (except to the extent that a representation, warranty or statement is by its terms made as of a specified date, in which case such representation, warranty or statement shall be true and correct only on and as of such date), will be, true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein) except (i) as otherwise set forth in the Offer and Solicitation Materials or (ii) where the failure of such representations, warranties or other statements to be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein) would not, individually or in the aggregate, have a Material Adverse Effect;

(b) the Company at all times during the Exchange Offers and the Solicitations shall have performed in all material respects all of its obligations hereunder;

(c) no stop order, judgment, order or injunction shall have been issued, entered or enforced by any court, agency, authority or other tribunal which makes illegal, directly or indirectly restrains or prohibits the making or consummation of the Exchange Offers or the Solicitations, the exchange of Old Notes or the other transactions contemplated by the Offer and Solicitation Materials; provided that the issuance, entry or enforcement of a stop order, judgment, order or injunction with respect to a particular Exchange Offer or Solicitation shall not affect your several obligations to act and continue to act with respect to the other Exchange Offers and Solicitations to the extent such stop order, judgment, order or injunction does not make illegal, directly or indirectly, or restrain or prohibit such other Exchange Offers or Solicitations;

(d) (i) the Company shall have filed the Registration Statement and Schedule TO with the Commission not later than the date hereof and the Registration Statement and Schedule TO shall become effective prior to the Expiration Date; and (ii) no stop order refusing or suspending the effectiveness of the Registration Statement or Schedule TO or any post-effective amendment shall have been issued or be in effect and no proceedings for such purpose shall have been instituted or threatened by the Commission;

(e) (i) each Non-U.S. Prospectus shall have been filed with, submitted to, approved by, published and made available to the public (as applicable) in the form (as to form, in all material respects) and manner required by the relevant Non-U.S. Approval Agency within the applicable time period prescribed for such filing by the applicable law, rules and regulations of such Non-U.S. Approval Agency; and (ii) no stop order or similar order preventing or suspending the approval or use of any Non-U.S. Prospectus or any part thereof in any Non-U.S. Approval Jurisdiction, or preventing the use of the Prospectus in any Non-U.S. Exempt Jurisdiction in accordance with the Foreign Jurisdiction Restrictions, shall have been issued, and no proceedings for such purpose shall have been instituted by any Non-U.S. Approval Agency or by any other governmental securities and exchange agency, authority or instrumentality in any Non-U.S. Exempt Jurisdiction; provided, however, that, upon the occurrence of any of the events described in clauses (i) or (ii) in any Non-U.S. Approval Jurisdiction(s), the Dealer Managers' obligations to continue to act as Dealer Managers hereunder shall only cease with respect to those Dealer Manager activities being conducted in such Non-U.S. Approval Jurisdiction(s);

(f) (i) the Company shall have filed the Schedule 14C with the Commission not later than 30 days prior to the Closing Date and shall have distributed the Schedule 14C to all holders of GM Common Stock not later than 20 days prior to the Closing Date; and (ii) no stop order refusing or suspending the effectiveness of the Schedule 14C or any post-effective amendment shall have been issued or be in effect and no proceedings for such purpose shall have been instituted or threatened by the Commission;

(g) (i) Weil, Gotshal & Manges LLP, counsel to the Company, shall have furnished to you, as Dealer Managers, as of the Effectiveness Date and as of the Closing Date, its opinion, dated the Effectiveness Date or the Closing Date, as applicable, substantially to the effect set forth in Exhibit C-1 on the Effectiveness Date and in Exhibit C-2 on the Closing Date, (ii) Jenner & Block LLP, counsel to the Company, shall have furnished to you, as Dealer Managers, as of the Effectiveness Date and as of the Closing Date, its opinion, dated the Effectiveness Date or the Closing Date, as applicable, substantially to the effect set forth in Exhibit D-1 on the Effectiveness Date and in Exhibit D-2 on the Closing Date, and (iii) Martin Darvick, a member of the Legal Staff of the Company shall have furnished to you, as Dealer Managers, as of the Effectiveness Date and as of the Closing Date, his or her opinion, dated the Effectiveness Date or the Closing Date, as applicable, substantially to the effect set forth in Exhibit E-1 on the Effectiveness Date and in Exhibit E-2 on the Closing Date;

(h) Cahill Gordon & Reindel LLP, counsel to the Dealer Managers, shall have furnished to you, as Dealer Managers, as of the Effectiveness Date and as of the Closing Date, its opinion, dated the Effectiveness Date or the Closing Date, in form and substance reasonably satisfactory to the Dealer Managers;

(i) on or prior to the Closing Date, except as disclosed in the Preliminary Prospectus and the Prospectus, there has been no Material Adverse Effect;

(j) on the Effectiveness Date and at the Closing Date, the Company shall have requested and caused Deloitte & Touche LLP to furnish to the Dealer Managers comfort letters, dated respectively as of the Effectiveness Date and as of the Closing Date, in form and substance reasonably satisfactory to the Dealer Managers;

(k) on the Effectiveness Date and the Closing Date, you shall have received a certificate, dated such date, of the Chief Financial Officer or Treasurer (acting on behalf of the Company and without personal liability) of the Company to the effect that:

(i) except as otherwise disclosed in the Preliminary Prospectus, in the case of the Effectiveness Date, or the Prospectus, in the case of the Closing Date, the representations and warranties in this Agreement are true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein) except where the failure of such representation to be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein) would not, individually or in the aggregate, have a Material Adverse Effect, as if made on and as of such date (except to the extent that a representation or warranty is by its terms made as of a specified date, in which case such representation shall be true and correct only on and as of such date;

(ii) the Company has performed in all material respects all covenants and agreements and satisfied all conditions on its part to be performed or satisfied at or prior to such date (after giving effect to the Exchange Offers and the Solicitations and the other transactions contemplated by the Offer and Solicitation Material);

(iii) subsequent to the date as of which information is given in the Offer and Solicitation Material (as amended or supplemented, including the documents incorporated by reference therein), as of the date of such certificate, there has not been any change in such information that would have a Material Adverse Effect; and

(iv) neither the Exchange Offers, the Solicitation nor any of the other transactions contemplated hereby or by the Offer and Solicitation Material has been enjoined (temporarily or permanently);

(l) on or prior to the Closing Date, the Charter Amendment shall have been filed with the Delaware Secretary of State;

(m) on or prior to the Closing Date (i) the requisite amount of Consents of each voting class of Old GM USD Notes necessary to effect the Proposed Indenture Amendments shall have been validly received and not withdrawn and the Supplemental Indentures giving effect to the Proposed Indenture Amendments shall have been executed and shall have become effective and (ii) the Dealer Managers shall have received copies of such executed and effective Supplemental Indentures;

(n) on or prior to the Closing Date, the Dealer Managers shall have received executed copies of each of the other Transaction Documents (to the extent they have not already been received), and all such Transaction Documents shall be in full force and effect; in addition, the Company undertakes to deliver to the Dealer Managers a copy of the opinion delivered to the applicable Existing Trustees in connection with the execution and delivery of the Supplemental Indentures as well as a copy of the Extraordinary Resolutions (as defined in the applicable Paying Agency Agreement) passed pursuant to the applicable Paying Agency Agreement;

(o) on or prior to the Closing Date, the Company shall have received an exemption from the shareholder approval requirement set forth in NYSE Rule 312.03 in respect of the issuance of the New Common Shares, and the Company shall have used its commercially reasonable efforts to have the New Common Shares duly listed on the NYSE (subject to notice of issuance);

(p) on or prior to the Closing Date, the New Securities shall be eligible for clearance and settlement through the applicable Book-entry Transfer Facility;

(q) on or prior to the Closing Date, (i) the Dealer Managers shall have received an executed copy of the binding agreements in respect of the Labor Modifications, (ii) the VEBA Modifications shall have been executed by all relevant parties (and court approval thereof shall have been obtained) and (iii) all other obligations required to be performed by the Company prior to the Closing Date pursuant to the terms of the UST Loan Agreement and the U.S. Treasury Debt Conversion shall have been so performed or duly waived;

(r) on or prior to the Closing Date, the Company shall have obtained all material consents, approvals, authorizations and orders of, and shall have duly made all material registrations, qualifications and filings with, any court or regulatory authority or other governmental agency or instrumentality required in connection with the making and consummation of the Exchange Offers and the Solicitations and the execution, delivery and performance of this Agreement, except as contemplated by the Escrow Agreement and the actions related thereto; and

(s) on the Closing Date, all conditions to the consummation of the Exchange Offers and the Solicitations set forth in the Offer and Solicitation Material shall have been satisfied in all material respects or waived and all other transactions contemplated by the Offer and Solicitation Material to be consummated simultaneously with or prior to the consummation of the Exchange Offers and the Solicitations shall have been consummated or shall be consummated simultaneously.

On or before the Effectiveness Date and the Closing Date, the Dealer Managers and their counsel shall have received such further documents, certificates and schedules relating to the business, corporate, legal and financial affairs of the Company and its subsidiaries and the Exchange Offers as reasonably requested by the Dealer Managers or their counsel.

The Company shall furnish to the Lead Dealer Managers such conformed copies of such documents, certificates, schedules and instruments in such quantities as the Lead Dealer Managers shall reasonably request.

14. Subject to Section 18 hereof, this Agreement shall terminate upon the earliest to occur of (i) two (2) days after the Closing Date, (ii) the withdrawal or termination of all Exchange Offers and the Solicitations or (iii) with respect to any Dealer Manager, upon withdrawal by such Dealer Manager pursuant to Section 4 hereof. For the avoidance of doubt, the withdrawal of any one Dealer Manager shall not terminate this Agreement with respect to any remaining Dealer Manager.

15. In the event that any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof, which shall remain in full force and effect.

16. This Agreement may be executed and delivered (including by facsimile transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. This Agreement, including any right to indemnity or contribution hereunder, shall inure to the benefit of and be binding upon the Company and you and its and your respective successors and assigns and the officers and directors and controlling persons referred to in Section 12 hereof. Nothing in this Agreement is intended, or shall be construed, to give to any other person or entity any right hereunder or by virtue hereof.

18. The indemnity and contribution agreements contained in Section 12 and the provisions of Section 7 and Section 20 and the representations and warranties of the Company and the Dealer Managers set forth in this Agreement shall remain operative and in full force and effect, regardless of (i) any failure to commence, or the withdrawal, termination or consummation of, the Exchange Offers and the Solicitations or the termination or assignment of this Agreement, (ii) any investigation made relating to, by or on behalf of the Company, the Dealer Managers or any of the officers and directors and controlling persons referred to in Section 12 hereof and (iii) any withdrawal by you pursuant to Section 4.

**19. THIS AGREEMENT INCORPORATES THE ENTIRE UNDERSTANDING OF THE PARTIES AND (EXCEPT AS OTHERWISE PROVIDED HEREIN) SUPERSEDES ALL PREVIOUS AGREEMENTS, AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO CONTRACTS MADE AND PERFORMED IN SUCH STATE. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR PROCEEDING RELATED TO OR ARISING OUT OF THIS ENGAGEMENT OR ANY TRANSACTION OR CONDUCT IN CONNECTION HEREWITH, IS WAIVED.**

20. We agree not to use your name or refer to you or your relationship with us without your specific prior written consent to the form of such use or reference (it being understood you agree to the use of such name in the Offer and Solicitation Material in the form furnished to you on the date hereof). There shall be no fee for any such permitted use or reference other than as set forth above. Notwithstanding anything to the contrary contained herein, the Dealer Managers and the Company shall be permitted to disclose the tax treatment and tax structure of any transaction contemplated by this Agreement (including any materials, opinions or analyses relating to such tax treatment or tax structure, but without disclosure of identifying information or, except to the extent relating to such tax structure or tax treatment, any nonpublic commercial or financial information); provided, however, that if such transaction is not consummated for any reason, the provisions of this sentence shall cease to apply with respect to such transaction.

21. The Company acknowledges and agrees that: (i) the services to be provided by the Dealer Managers pursuant to this Agreement are an arm's-length commercial transaction between the Company, on the one hand, and the Dealer Managers, on the other; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction each Dealer Manager is and has been acting solely as a principal and is not the agent or fiduciary of the Company or its affiliates, stockholders, creditors or employees or any other party; (iii) no Dealer Manager has assumed or will assume any fiduciary responsibility in favor of the Company with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Dealer Manager has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement; (iv) the several Dealer Managers and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company (including, without limitation, as holders of the Old Notes) and that the several Dealer Managers have no obligation to disclose any of such interest by virtue of any fiduciary or advisory relationship; and (v) the Dealer Managers have not provided any legal, accounting,

regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

22. The Company acknowledges and agrees that the Dealer Managers may perform the services contemplated by this Agreement in conjunction with their affiliates and that any affiliates of a Dealer Manager performing services hereunder shall be entitled to the benefits and be subject to the terms of this Agreement; provided, however, that the applicable Dealer Manager shall nevertheless remain liable for the performance of any such affiliate.

23. All communications hereunder will be in writing and effective only on receipt, and will be delivered or sent by mail, overnight courier, telex or email as follows:

If to the Dealer Managers, to their respective addresses set forth on Schedule 2.

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

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Attention: James J. Clark, Esq.
Noah B. Newitz, Esq.
Facsimile: (212) 269-5420
Email: JClark@cahill.com
Email: NNewitz@Cahill.com

If to the Company:

General Motors Corporation
Mail Code 482-C25-D81
300 Renaissance Center
Detroit, Michigan 48265-3000
Attn.: General Counsel
Facsimile: (248) 267-4584

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

General Motors Corporation
Treasurer's Office
767 Fifth Avenue
New York, New York 10153
Attention: Treasurer
cc: General Counsel
Facsimile: (212) 418-3630

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
David S. Lefkowitz, Esq.
Corey R. Chivers, Esq.
Todd R. Chandler, Esq.
Fax: (212) 310-8007
david.lefkowitz@weil.com
corey.chivers@weil.com
todd.chandler@weil.com

Jenner & Block, LLP
330 N. Wabash
Chicago, IL 60611
Attention: Joseph P. Gromacki
Donald E. Batterson
Facsimile: (312) 923-2737
Email: jgromacki@jenner.com
Email: dbatterson@jenner.com

24. The terms that follow, when used in this Agreement, shall have the meanings indicated:

"Commission" shall mean the Securities and Exchange Commission.

"Effectiveness Date" shall mean the date that the Registration Statement is declared effective by the Commission.

"Escrow Agreement" shall mean the agreement dated on or around the Closing Date executed by the Company and the Escrow Agent relating to the delivery into escrow of New Common Shares that cannot be delivered to non-tendering Holders of the Old Non-USD Notes because there is no appropriate exemption from registration in the jurisdictions in which such non-tendering holders are located.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Labor Modifications" shall have the meaning set forth in the UST Loan Agreement.

"Lead Dealer Managers" shall mean Morgan Stanley & Co. Incorporated and Banc of America Securities LLC.

"Material Adverse Effect" shall mean, with respect to the Company, a material adverse effect on the properties, business, results of operations or financial condition the Company and its subsidiaries, taken as a whole.

"Non-U.S. Approval Agency" shall mean the relevant regulatory agency in each Non-U.S. Approval Jurisdiction.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Settlement Agreement" shall mean the Settlement Agreement, dated February 21, 2008, between the Company, the UAW and the certified class of GM-UAW retirees in *Int'l Union, UAW, et. al. v. General Motors Corp.*, Civil Action No. 07-14074 (E.D. Mich. filed Sept. 9, 2007).

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

"VEBA Modifications" shall have the meaning set forth in the UST Loan Agreement.

"Withdrawal Date" shall mean the "Withdrawal Deadline" as described in the Preliminary Prospectus and the Prospectus, as well as any date that the Company may establish as a deadline for Holders to withdraw tendered Old Notes from the Exchange Offers subsequent to the initial Withdrawal Deadline.

"We" or "us" shall mean the Company.

"You" or "your" shall mean the Dealer Managers.

Please indicate your willingness to act as Dealer Managers on the terms set forth herein and your acceptance of the foregoing provisions by signing in the space provided below for that purpose and returning to us a copy of this Agreement, whereupon this Agreement shall constitute a binding agreement between the Company and the Dealer Managers.

Very truly yours,

GENERAL MOTORS CORPORATION

By: /s/ Walter Borst
Name: Walter Borst
Title: Treasurer

Accepted as of the date first above written:

MORGAN STANLEY & CO. INCORPORATED

By: /s/ Brooke H. Cooper
Name: Brooke H. Cooper
Title: Vice President

BANC OF AMERICA SECURITIES LLC

By: /s/ Andrew C. Karp
Name: Andrew C. Karp
Title: Managing Director

BARCLAYS CAPITAL INC.

By: /s/ Edward Witz
Name: Edward Witz
Title: Managing Director

DEUTSCHE BANK SECURITIES INC.

By: /s/ Roger Heine
Name: Roger Heine
Title: Managing Director

By: /s/ Edwin E. Roland
Name: Edwin E. Roland
Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Michael Zicari
Name: Michael Zicari
Title: Managing Director

J.P. MORGAN SECURITIES INC.

By: /s/ David B. Walker
Name: David B. Walker
Title: Managing Director

UBS SECURITIES LLC

By: /s/ Hu Yang
Name: Hu Yang
Title: Executive Director

By: /s/ Jeffery Dorst
Name: Jeffery Dorst
Title: Executive Director

WACHOVIA CAPITAL MARKETS, LLC

By: /s/ Daniel A. Nass
Name: Daniel A. Nass
Title: Managing Director

**SCHEDULE 1**

| CUSIP/ISIN | Outstanding Principal Amount | Title of Old Notes to Be Tendered |
|---|---|---|
| | | ***Old GM USD Notes*** |
| 370442691 | USD 1,001,600,875 | 1.50% Series D Convertible Senior Debentures due June 1, 2009 |
| 370442BB0 | USD 1,500,000,000 | 7.20% Notes due January 15, 2011 |
| 37045EAS7 | USD 48,175,000 | 9.45% Medium-Term Notes due November 1, 2011 |
| 370442BS3 | USD 1,000,000,000 | 7.125% Senior Notes due July 15, 2013 |
| 370442AU9 | USD 500,000,000 | 7.70% Debentures due April 15, 2016 |
| 370442AJ4 | USD 524,795,000 | 8.80% Notes due March 1, 2021 |
| 37045EAG3 | USD 15,000,000 | 9.4% Medium-Term Notes due July 15, 2021 |
| 370442AN5 | USD 299,795,000 | 9.40% Debentures due July 15, 2021 |
| 370442BW4 | USD 1,250,000,000 | 8.25% Senior Debentures due July 15, 2023 |
| 370442AV7 | USD 400,000,000 | 8.10% Debentures due June 15, 2024 |
| 370442AR6 | USD 500,000,000 | 7.40% Debentures due September 1, 2025 |
| 370442AZ8 | USD 600,000,000 | 6 3/4% Debentures due May 1, 2028 |
| 370442741 | USD 39,422,775 | 4.50% Series A Convertible Senior Debentures due March 6, 2032 |
| 370442733 | USD 2,600,000,000 | 5.25% Series B Convertible Senior Debentures due March 6, 2032 |
| 370442717 | USD 4,300,000,000 | 6.25% Series C Convertible Senior Debentures due July 15, 2033 |
| 370442BT1 | USD 3,000,000,000 | 8.375% Senior Debentures due July 15, 2033 |
| 370442AT2 | USD 377,377,000 (1) | 7.75% Discount Debentures due March 15, 2036 |
| 370442816 | USD 575,000,000 | 7.25% Quarterly Interest Bonds due April 15, 2041 |
| 370442774 | USD 718,750,000 | 7.25% Senior Notes due July 15, 2041 |
| 370442121 | USD 720,000,000 | 7.5% Senior Notes due July 1, 2044 |
| 370442725 | USD 1,115,000,000 | 7.375% Senior Notes due May 15, 2048 |

(1) Represents the principal amount at maturity

| CUSIP/ISIN | Outstanding Principal Amount | Title of Old Notes to Be Tendered |
|---|---|---|
| 370442BQ7 | USD 425,000,000 | 7.375% Senior Notes due May 23, 2048 |
| 370442766 | USD 690,000,000 | 7.375% Senior Notes due October 1, 2051 |
| 370442758 | USD 875,000,000 | 7.25% Senior Notes due February 15, 2052 |
| | ***Old GM Euro Notes*** | |
| XS0171942757 | EUR 1,000,000,000 | 7.25% Notes due July 3, 2013 |
| XS0171943649 | EUR 1,500,000,000 | 8.375% Notes due July 5, 2033 |
| | ***Old GM Nova Scotia Notes*** | |
| XS0171922643 | GBP 350,000,000 | 8.375% Guaranteed Notes due December 7, 2015 |
| XS0171908063 | GBP 250,000,000 | 8.875% Guaranteed Notes due July 10, 2023 |

**SCHEDULE 2**

**Dealer Managers**

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036
Attention: Liability Management Group
Facsimile: (212) 507-6014

Banc of America Securities LLC
Hearst Tower
214 North Tryon Street
Charlotte, North Carolina 28255
Attention: Debt Advisory Services
Facsimile: (704) 388-0830

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019
Attention: Liability Management Group
Facsimile: (646) 834-0584

Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005
Attn: Liability Strategies Group
Fax: (212) 797-2206

Citigroup Global Markets Inc.
390 Greenwich Street
New York, New York 10013
Attention: Liability Management
Fax Number: (212) 723-8971

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017
Attention: Brian Tramontozzi
Facsimile: 212-270-1063

UBS Securities LLC
677 Washington Boulevard
Stamford, CT 06901
Attention: Liability Management Group
Fax: 203-719-7139

Wachovia Capital Markets, LLC
One Wachovia Center
301 South College Street
Charlotte, NC 28288-0737
Attention: Liability Management Group
Facsimile: (704) 715-6810

**ANNEX A**

CALCULATION OF FEE

In consideration of the services provided hereunder as Dealer Managers, the Company shall pay the Dealer Managers:

(i) upon consummation of the Exchange Offers and Solicitations on the Closing Date, a cash fee equal to 0.50% of the aggregate principal amount (or, in the case of Old Notes that are discount notes, accreted value) of Old Notes that are (x) accepted pursuant to the Exchange Offers and (y) are able to be redeemed pursuant the exercise of the Call Option; or

(ii) if the Exchange Offers and Solicitations are not consummated but 67% or more of the aggregate principal amount (or, in the case of Old Notes that are discounted notes, accreted value) of Old Notes are tendered and not withdrawn (including, for purposes of the clause (ii), all Old Non-USD Notes not tendered in each series of Old Non-USD Notes for which a sufficient amount of Old Non-USD Notes were tendered for approval of the Proposed Paying Agency Agreement Amendments), on the date the Exchange Offers and Solicitations are terminated, a cash fee equal to 0.15% of the aggregate principal amount (or, in the case of Old Notes that are discount notes, accreted value) of such Old Notes tendered and not withdrawn.

The Fee shall be payable 20% to Morgan Stanley & Co. Incorporated, 20% to Banc of America Securities LLC, 20% to Citigroup Global Markets Inc., 20% to J.P. Morgan Securities Inc., 8.5% to Barclays Capital Inc., 8.5% to Deutsche Bank Securities Inc., 1.5% to UBS Securities LLC and 1.5% to Wachovia Capital Markets, LLC.

With respect to the Fee contemplated above, in the event any Dealer Manager withdraws under the Agreement and thus is not entitled to its respective Fee specified above (a "Forfeited Fee"), the other Dealer Managers shall not be entitled to receive the Forfeited Fee and the obligation of the Company to pay the respective Fee under the Agreement shall be reduced by the amount of the Forfeited Fee.

For purposes of thisAnnex A, in determining the principal amount of Old Non-USD Notes, an equivalent U.S. dollar principal amount of such series of Old Notes shall be used, which shall be determined by converting the principal amount of such Old Notes to U.S. dollars using the applicable currency exchange rate in the Statistical Release H.10 published by the Federal Reserve System on the applicable expiration date (as defined in the Prospectus).

**ANNEX B**

NON-U.S. APPROVAL JURISDICTIONS

Austria

Belgium

France

Germany

Italy

Luxembourg

The Netherlands

Switzerland

Spain

United Kingdom

**ANNEX C**

NON-U.S. EXEMPT JURISDICTIONS

Andorra
Anguilla
Australia
The Bahamas
Bermuda
Brazil
British Virgin Islands
Canada
Cayman Islands
Chile
China
Costa Rica
Cyprus
Czech Republic
Denmark
Dutch Antilles
Egypt
Finland
Gibraltar
Greece
Guernsey
Hong Kong
Hungary
India
Ireland
Israel
Japan
Jersey
Jordan

Lebanon
Liechtenstein
Lithuania
Malaysia
Malta
Mexico
Monaco
New Zealand
Nigeria
Norway
Panama
Philippines
Poland
Portugal
Romania
Russia
San Marino
Saudi Arabia
Singapore
South Africa
Sweden
Syria
Taiwan
Turkey
United Arab Emirates
Uruguay
Venezuela

ANNEX C-2

**ANNEX D**

DEALER MANAGER FOREIGN COUNSEL

Linklaters LLP
Stewart, McKelvey
Webster Dyrud Mitchell
Pöech Krassnigg Rechtsanwälte GmbH
APPLEBY
Maples and Calder
Aninat Schwencke & Cia.
Consortium – Laclé & Gutiérrez
Mouaimis & Mouaimis
Kinstellar
Gorrissen Federspiel Kierkegaard
Spigthoff Attorneys At Law & Tax Advisors
Shalakany Law Office
ROSCHIER
Hassans
KYRIAKIDES GEORGOPOULOS & DANIOLOS ISSAIAS Law Firm
Talwar, Thakore & Associates
A&L Goodbody Solicitors
Prof. Yuval Levy & Co.
Mourant du Feu & Jeune
Ali Sharif Zu'bi
Badri and Salim El Meouchi Law Firm (SP, LLP)
Sele Frommelt & Partners
Lideika, Petrauskas, Valiunas ir partneriai LAWIN
Zaid Ibrahim & Co
Ritch Mueller
Donald Manasse Law Offices
CHAPMAN TRIPP
AELEX
Wiersholm, Mellbye & Bech
MORGAN & MORGAN
Romulo Mabanta Buenaventura Sayoc & de los Angeles
Peli Filip
HOURANI & ASSOCIATES

ANNEX D-1

Allen & Gledhill LLP
HOMBURGER
RUSSIN & VECCHI
Taboglu & Demirhan
GUYER & REGULES
Hoet Pelaez Castillo & Duque
EUROLEX
Allens Arthur Robinson
Omniway
Sarkis & Associates Attorneys At Law
LENNOX PATON
Bowman Gilfillan, Jonathan Lang
Hassan Radhi & Associates
Mamo TCV Advocates

ANNEX D-2

**ANNEX E**

INFORMATION PROVIDED BY THE DEALER MANAGERS TO
THE COMPANY FOR USE IN THE OFFER AND SOLICITATION MATERIALS

The third paragraph under Notice to Investors relating to stabilizing activities in the Preliminary Prospectus and the Prospectus

ANNEXE E-1

**EXHIBIT A**

**[Preliminary Prospectus]**

**EXHIBIT B**

**[Letter of Transmittal and Consent]**

**EXHIBIT C-1**

Form of Legal Opinion of Weil, Gotshal & Manges LLP, Counsel to the Company,
to be delivered on the Effectiveness Date

[•], 2009

Morgan Stanley & Co. Incorporated
Banc of America Securities LLC
Barclays Capital Inc.
Deutsche Bank Securities Inc.
Citigroup Global Markets Inc.
J.P. Morgan Securities Inc.
UBS Securities LLC
Wachovia Capital Markets, LLC
(at their respective addresses set forth in Schedule A hereto)

Ladies and Gentlemen:

We have acted as counsel to General Motors Corporation, a Delaware corporation (the "**Company**"), in connection with the preparation, execution and delivery of, and the consummation of the transactions contemplated by, the Dealer Managers Agreement, dated April 26, 2009 (the "**Agreement**") among the Company and you. The Agreement is being entered into in connection with offers to exchange (the "**Exchange Offers**") to be made by the Company (or, in the case of the Old GM Nova Scotia Notes (as defined below), by the Company and General Motors Nova Scotia Finance Company ("**GM Nova Scotia**")) for any and all of the (i) outstanding public unsecured bonds denominated in U.S. dollars issued by the Company (the "**Old GM USD Notes**") of each series specified in Schedule B hereto, (ii) outstanding public unsecured bonds denominated in Euro issued by the Company (the "**Old GM Euro Notes**" and together with the Old GM USD Notes, the "**Old GM Notes**") of each series specified in Schedule B hereto and (iii) outstanding public unsecured bonds denominated in GBP issued by GM Nova Scotia (the "**Old GM Nova Scotia Notes**" and together with the Old GM Euro Notes, the "**Old Non-USD Notes**" and the Old GM Notes together with the Old GM Nova Scotia Notes, the "**Old Notes**") of each series listed on Schedule B hereto, in each case validly tendered and not validly withdrawn in the Exchange Offers, for a fixed amount (the "**Exchange Consideration**"), for each $1,000 principal amount of the outstanding Old Notes tendered in the Exchange Offers, of 225 shares of common stock, par value $0.01, of the Company.

Concurrently with the Exchange Offers, the Company will (i) in respect of each series of the Old GM USD Notes, solicit (the "**Indenture Consent Solicitations**") consents of holders of Old GM USD Notes, to amend certain of the terms of the Old GM USD Notes and the indentures governing the Old GM USD Notes; and (ii) in respect of each series of the Old Non-USD Notes, solicit (the "**Paying Agency Agreement Solicitations**" and, together with the Indenture Consent Solicitations, the "**Solicitations**") proxies from such holders of Old Non-USD Notes to approve amendments to certain of the terms of the fiscal and paying agency agreements governing the Old Non-USD Notes.

Capitalized terms defined in the Agreement and used (but not otherwise defined) herein are used herein as so defined.

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Agreement; (ii) the registration statement on Form S-4 (File No. 333-[•]), filed on April 27, 2009 (the "**Registration Statement**"); (iii) the prospectus, dated [•], 2009 (the "**Prospectus**") included in the Registration Statement; (iv) the Schedule TO filed on April 27, 2009 (the "**Schedule TO**");and (v) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to these opinions that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company and upon the representations and warranties of the Company contained in the Agreement. We have also assumed (i) the valid existence of the Company, (ii) that the Company has the requisite corporate power and authority to enter into and perform the Agreement and (iii) the due authorization of the Agreement by the Company.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

1. The Agreement has been duly and validly executed and delivered by the Company.

2. The execution and delivery by the Company of the Agreement and the performance by the Company of its obligations thereunder will not conflict with, constitute a default under or violate (i) any of the terms, conditions or provisions of the Certificate of Incorporation or by-laws of the Company, assuming that the Certificate of Incorporation is amended as contemplated by the Prospectus, (ii) assuming that the consent contemplated by the U.S. Treasury Condition described in the Prospectus and any other consents required from the U.S. Treasury pursuant to the UST Loan Agreement have been obtained, any of the terms, conditions or provisions of any document, agreement or other instrument listed on Schedule C hereto or (iii) the laws of the State of New York, the corporate laws of the State of Delaware or any federal law or regulation (other than federal and state securities or blue sky laws, as to which we express no opinion in this paragraph).

3. The Registration Statement (except for the financial statements and related notes thereto, the financial statement schedules and the other financial, statistical and accounting data included or incorporated by reference the Registration Statement or the Prospectus, as to which we express no opinion), when it became effective under the Securities Act of 1933, as amended (the "**Securities Act**"), complied as to form in all material respects with the requirements of the Securities Act and the rules and regulations thereunder.

4. The Schedule TO, when it was filed with the Securities and Exchange Commission (the "**Commission**"), complied as to form in all material respects with the requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules and regulations thereunder.

5. The statements in the Prospectus under the caption "Material United States Federal Income Tax Considerations," insofar as they constitute summaries of matters of U.S. federal tax law and regulations or legal conclusions with respect thereto, constitute accurate summaries of the matters described therein in all material respects.

6. No consent, approval, waiver, license or authorization or other action by or filing with any federal governmental authority is required in connection with the execution and delivery by the Company of the Agreement, the consummation by the Company of the transactions contemplated thereby or the performance by the Company of its obligations thereunder, except for the consent contemplated by the U.S. Treasury Condition described in the Prospectus and any other consents required from the U.S. Treasury pursuant to the UST Loan Agreement and the filings and other actions required pursuant to federal securities laws, as to which we express no opinion in this paragraph, and those already obtained.

7. If conducted as contemplated and described in the Prospectus, the Exchange Offers and Solicitations will comply in all material respects with Rule 14e-1 of Regulation 14E under the Exchange Act and, in the case of the Exchange Offers for Old GM Notes that are convertible notes, Rule 13e-4(f) promulgated under the Exchange Act.

The opinions expressed herein are limited to the laws of the State of New York, the corporate laws of the State of Delaware and the federal laws of the United States, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

The opinions expressed herein are rendered solely for your benefit in connection with the transactions described herein. Those opinions may not be used or relied upon by any other person, nor may this letter or any copies hereof be furnished to a third party, filed with a governmental agency, quoted, cited or otherwise referred to without our prior written consent.

Very truly yours,

**Schedule A**

**Dealer Managers**

Morgan Stanley & Co. Incorporated
1585 Broadway New York,
New York 10036

Banc of America Securities LLC
Hearst Tower
214 North Tryon Street
Charlotte, North Carolina 28255

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

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

Citigroup Global Markets Inc.
390 Greenwich Street
New York, New York 10013

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

UBS Securities LLC
677 Washington Boulevard
Stamford, CT 06901

Wachovia Capital Markets, LLC
One Wachovia Center
301 South College Street
Charlotte, NC 28288-0737

**Schedule B**

Old GM USD Notes

1.50% Series D Convertible Senior Debentures due June 1, 2009
7.20% Notes due January 15, 2011
9.45% Medium-Term Notes due November 1, 2011
7.125% Senior Notes due July 15, 2013
7.70% Debentures due April 15, 2016
8.80% Notes due March 1, 2021
9.4% Medium-Term Notes due July 15, 2021
9.40% Debentures due July 15, 2021
8.25% Senior Debentures due July 15, 2023
8.10% Debentures due June 15, 2024
7.40% Debentures due September 1, 2025
6 3/4% Debentures due May 1, 2028
4.50% Series A Convertible Senior Debentures due March 6, 2032
5.25% Series B Convertible Senior Debentures due March 6, 2032
6.25% Series C Convertible Senior Debentures due July 15, 2033
8.375% Senior Debentures due July 15, 2033
7.75% Discount Debentures due March 15, 2036
7.25% Quarterly Interest Bonds due April 15, 2041
7.25% Senior Notes due July 15, 2041
7.5% Senior Notes due July 1, 2044
7.375% Senior Notes due May 15, 2048
7.375% Senior Notes due May 23, 2048
7.375% Senior Notes due October 1, 2051
7.25% Senior Notes due February 15, 2052

Old GM Euro Notes

7.25% Notes due 2013
8.375% Notes due 2033

Old GM Nova Scotia Notes

8.375% Guaranteed Notes due 2015
8.875% Guaranteed Notes due 2023

**Schedule C**

1. Indenture, dated as of November 15, 1990, between General Motors Corporation and Citibank, N.A., as Trustee.

2. Indenture, dated as of December 7, 1995, between General Motors Corporation and Citibank, N.A., as Trustee.

3. First Supplemental Indenture, dated as of March 4, 2002, between General Motors Corporation and Citibank, N.A.

4. Second Supplemental Indenture, dated as of November 5, 2004, between General Motors Corporation and Citibank, N.A.

5. Third Supplemental Indenture, dated as of November 5, 2004, between General Motors Corporation and Citibank, N.A.

6. Fourth Supplemental Indenture, dated as of November 5, 2004, between General Motors Corporation and Citibank, N.A.

7. Indenture, dated as of January 8, 2008, between General Motors Corporation and The Bank of New York, as Trustee.

8. First Supplemental Indenture, dated as of February 22, 2008 between General Motors Corporation and The Bank of New York, as Trustee.

9. Amended and Restated Credit Agreement, dated July 20, 2006, among General Motors Corporation, General Motors Canada Limited, Saturn Corporation, and a syndicate of lenders.

10. First Amendment and Consent dated February 11, 2009 to the Amended and Restated Credit Agreement dated as of June 20, 2006 among General Motors Corporation, General Motors of Canada Limited, Saturn Corporation, Citicorp USA, Inc., as administrative agent for the Lenders there under, JPMorgan Chase Bank, N.A., as syndication agent, and the several banks and other financial institutions from time to time parties thereto as lenders.

11. General Motors Corporation $4,372,500,000 principal amount of 6.75% Series U Convertible Senior Debentures due December 31, 2012, dated February 22, 2008.

12. Loan and Security Agreement, dated as of December 31, 2008, by and between General Motors Corporation, as Borrower, the Guarantors parties thereto, and the United States Department of the Treasury, as Lender, including Appendix A, as amended by the Amendment dated March 31, 2009 to Loan and Security Agreement dated as of December 31, 2008

13. Guaranty and Security Agreement, dated as of December 31, 2008 , made by certain subsidiaries of General Motors Corporation, as guarantors, in favor of the United States Department of the Treasury.

14. Equity Pledge Agreement, dated as of December 31, 2008, made by General Motors Corporation and certain of the Guarantors, as pledgors, in favor of the United States Department of the Treasury.

15. Warrant Agreement, dated as of December 31, 2008, by and between General Motors Corporation and the United States Department of the Treasury.

16. Warrant, dated as of December 31, 2008, issued pursuant to the Warrant Agreement.

17. Additional Note, dated as of December 31, 2008, executed pursuant to the Warrant Agreement.

18. Loan and Security Agreement, dated as of January 16, 2009, by and between General Motors Corporation, as Borrower, and the United States Department of the Treasury, as Lender, including Exhibit A Form of Note Agreement, as amended by the Amendment dated March 31, 2009 to Loan and Security Agreement dated as of January 16, 2009.

19. Equity Pledge Agreement, dated as of January 16, 2009, made by GM Finance Co. Holdings LLC and GM Preferred Finance Co. Holdings LLC, as pledgors, in favor of the United States Department of the Treasury Agreement.

20. Supplemental Indenture, dated as of August 13, 2007, between General Motors Corporation and Wilmington Trust Company, as successor trustee to Citibank, N.A.

21. Loan and Security Agreement, dated as of October 2, 2006, among General Motors Corporation and Gelco Corporation (d/b/a GE Fleet Services), as Lender, as amended by (i) the First Amendment to the Loan and Security Agreement dated as of September 27, 2007, (ii) the Second Amendment to the Loan and Security Agreement dated as of November 20, 2007 and (iii) the Third Amendment to the Loan and Security Agreement dated as of February 17, 2009.

22. Term Loan Agreement, dated as of November 29, 2006, among General Motors Corporation, Saturn Corporation; the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, as amended by the First Amendment to Term Loan Agreement dated as of March 4, 2009.

23. Fiscal and Paying Agency Agreement, dated as of July 3, 2003, among General Motors Corporation, Deutsche Bank AG London, as Fiscal Agent, and Banque Generale de Luxembourg S.A., together with the Fiscal Agent as Paying Agents.

24. Fiscal and Paying Agency Agreement, dated as of July 10, 2003, between General Motors Nova Scotia Finance Company, as Issuer, General Motors Corporation, as Guarantor, and Deutsche Bank Luxembourg S.A. as Fiscal Agent, and Bank Général du Luxembourg S.A. as Paying Agent.

**EXHIBIT C-2**

Form of Legal Opinion of Weil, Gotshal & Manges LLP, Counsel to the Company,
to be delivered on the Closing Date

[•], 2009

Morgan Stanley & Co. Incorporated
Banc of America Securities LLC
Barclays Capital Inc.
Deutsche Bank Securities Inc.
Citigroup Global Markets Inc.
J.P. Morgan Securities Inc.
UBS Securities LLC
Wachovia Capital Markets, LLC
(at their respective addresses set forth in Schedule A hereto)

Ladies and Gentlemen:

We have acted as counsel to General Motors Corporation, a Delaware corporation (the "**Company**"), in connection with the preparation, execution and delivery of, and the consummation of the transactions contemplated by, the Dealer Managers Agreement, dated April 26, 2009 (the "**Agreement**") between the Company and you. The Agreement is being entered into in connection with offers to exchange (the "**Exchange Offers**") to be made by the Company (or, in the case of the Old GM Nova Scotia Notes (as defined below), by the Company and General Motors Nova Scotia Finance Company ("**GM Nova Scotia**")) for any and all of the (i) outstanding public unsecured bonds denominated in U.S. dollars issued by the Company (the "**Old GM USD Notes**") of each series specified in Schedule B hereto, (ii) outstanding public unsecured bonds denominated in Euro issued by the Company (the "**Old GM Euro Notes**" and together with the Old GM USD Notes, the "**Old GM Notes**") of each series specified in Schedule B hereto and (iii) outstanding public unsecured bonds denominated in GBP issued by GM Nova Scotia (the "**Old GM Nova Scotia Notes**" and together with the Old GM Euro Notes, the "**Old Non-USD Notes**" and the Old GM Notes together with the Old GM Nova Scotia Notes, the "**Old Notes**") of each series listed on Schedule B hereto, in each case validly tendered and not validly withdrawn in the Exchange Offers, for a fixed amount (the "**Exchange Consideration**"), for each $1,000 principal amount of the outstanding Old Notes tendered in the Exchange Offers, of 225 shares of common stock, par value $0.01 per share, of the Company.

Concurrently with the Exchange Offers, the Company will (i) in respect of each series of the Old GM USD Notes, solicit (the "**Indenture Consent Solicitations**") consents of holders of Old GM USD Notes, to amend certain of the terms of the Old GM USD Notes and the indentures governing the Old GM USD Notes; and (ii) in respect of each series of the Old Non-USD Notes, solicit (the "**Paying Agency Agreement Solicitations**" and, together with the Indenture Consent Solicitations, the "**Solicitations**") proxies from such holders of Old Non-USD Notes to approve amendments to certain of the terms of the fiscal and paying agency agreements governing the Old Non-USD Notes.

Capitalized terms defined in the Agreement and used (but not otherwise defined) herein are used herein as so defined.

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Agreement; (ii) the Supplemental Indentures; (iii) the Proposed Paying Agency Agreement Amendments; (iv) the Charter Amendment; (v) the Escrow Agreement; (vi) agreements in respect of the Labor Modifications and the VEBA Modifications; (vii) the registration statement on Form S-4 (File No. 333-[•]), filed on April 27, 2009 (the "**Registration Statement**"); (viii) the prospectus, dated [•], 2009 (the "**Prospectus**") included in the Registration Statement; (ix) the Schedule TO filed on April 27, 2009 (the "**Schedule TO**"); (x) the Schedule 14C filed on [•], 2009 (the "**Schedule 14C**"); and (xi) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth. The agreements specified in (ii), (iii), (v) and (vi) are collectively referred to as the "**Transaction Documents**."

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to these opinions that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company and upon the representations and warranties of the Company contained in the Agreement. We have also assumed (i) the valid existence of the Company and the Trustee, (ii) that the Company has the requisite corporate power and authority to enter into and perform the Transaction Documents and the Agreement and (iii) the due authorization of the Transaction Documents and the Agreement by the Company. As used herein, "to our knowledge" and "of which we are aware" mean the conscious awareness of facts or other information by any lawyer in our firm actively involved in the transactions contemplated by the Agreement, after consultation with such other lawyers in our firm, as each such actively involved lawyer has deemed appropriate.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

1. Each of the Transaction Documents and the Agreement has been duly and validly executed and delivered by the Company and each of the Transaction Documents (assuming the due authorization, execution and delivery thereof by the other parties thereto) constitutes the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and

remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) and except that rights to indemnification and contribution thereunder may be limited by federal or state securities laws or public policy relating thereto.

2. The Schedule TO, when it was filed with the Securities and Exchange Commission (the "**Commission**"), complied as to form in all material respects with the requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules and regulations thereunder.

3. The Schedule 14C, when it was filed with the Commission, complied as to form in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder.

4. The Registration Statement has become effective under the Securities Act of 1933, as amended (the "**Securities Act**"), and we are not aware of any stop order suspending the effectiveness of the Registration Statement. To our knowledge, no proceedings therefor have been initiated or overtly threatened by the Commission and any required filing of the Prospectus and any supplement thereto pursuant to Rule 424(b) under the Securities Act has been made in the manner and within the time period required by such Rule.

5. The execution and delivery by the Company of each of the Transaction Documents and the Agreement and, in each case, the performance by the Company of its obligations thereunder will not conflict with, constitute a default under or violate (i) any of the terms, conditions or provisions of the Certificate of Incorporation, as amended, or by-laws of the Company, (ii) assuming that the consent contemplated by the U.S. Treasury Condition described in the Prospectus and any other consents required from the U.S. Treasury pursuant to the UST Loan Agreement have been obtained, any of the terms, conditions or provisions of any document, agreement or other instrument listed on Schedule C hereto or (iii) the laws of the State of New York, the corporate laws of the State of Delaware or any federal law or regulation (other than federal and state securities or blue sky laws, as to which we express no opinion in this paragraph).

6. No consent, approval, waiver, license or authorization or other action by or filing with any federal governmental authority is required in connection with the execution and delivery by the Company of the Transaction Documents, the consummation by the Company of the transactions contemplated thereby or the performance by the Company of its obligations thereunder, except for the consent contemplated by the U.S. Treasury Condition described in the Prospectus and any other consents required from the U.S. Treasury pursuant to the UST Loan Agreement and the filings and other actions required pursuant to federal securities laws, as to which we express no opinion in this paragraph, and those already obtained.

7. The statements in the Prospectus under the captions "Description of the Charter Amendments" and "Description of Our Capital Stock," in each case insofar as such

statements constitute summaries of the legal matters, documents or proceedings referred to therein, fairly present the information called for with respect to such legal matters, documents and proceedings and fairly summarize the matters referred to therein in all material respects.

8. The statements in the Prospectus under the caption "Material United States Federal Income Tax Considerations," insofar as they constitute summaries of matters of U.S. federal tax law and regulations or legal conclusions with respect thereto, constitute accurate summaries of the matters described therein in all material respects.

9. The New Common Shares have been duly authorized for issuance pursuant to the Certificate of Incorporation, as amended by the Charter Amendment and, when delivered to Holders in exchange for Old Notes as contemplated by the Prospectus, will be validly issued, fully paid and non-assessable.

10. The Exchange Offers and Solicitations comply in all material respects with Rule 14e-1 of Regulation 14E under the Exchange Act and, in the case of the Exchange Offers for Old GM Notes that are convertible notes, Rule 13e-4(f) promulgated under the Exchange Act.

The opinions expressed herein are limited to the laws of the State of New York, the corporate laws of the State of Delaware and the federal laws of the United States, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

The opinions expressed herein are rendered solely for your benefit in connection with the transactions described herein. Those opinions may not be used or relied upon by any other person, nor may this letter or any copies hereof be furnished to a third party, filed with a governmental agency, quoted, cited or otherwise referred to without our prior written consent.

Very truly yours,

**Schedule A**

**Dealer Managers**

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Banc of America Securities LLC
Hearst Tower
214 North Tryon Street
Charlotte, North Carolina 28255

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

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

Citigroup Global Markets Inc.
390 Greenwich Street
New York, New York 10013

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

UBS Securities LLC
677 Washington Boulevard
Stamford, CT 06901

Wachovia Capital Markets, LLC
One Wachovia Center
301 South College Street
Charlotte, NC 28288-0737

**Schedule B**

Old GM USD Notes

1.50% Series D Convertible Senior Debentures due June 1, 2009
7.20% Notes due January 15, 2011
9.45% Medium-Term Notes due November 1, 2011
7.125% Senior Notes due July 15, 2013
7.70% Debentures due April 15, 2016
8.80% Notes due March 1, 2021
9.4% Medium-Term Notes due July 15, 2021
9.40% Debentures due July 15, 2021
8.25% Senior Debentures due July 15, 2023
8.10% Debentures due June 15, 2024
7.40% Debentures due September 1, 2025
6 3/4% Debentures due May 1, 2028

4.50% Series A Convertible Senior Debentures due March 6, 2032
5.25% Series B Convertible Senior Debentures due March 6, 2032
6.25% Series C Convertible Senior Debentures due July 15, 2033
8.375% Senior Debentures due July 15, 2033
7.75% Discount Debentures due March 15, 2036
7.25% Quarterly Interest Bonds due April 15, 2041
7.25% Senior Notes due July 15, 2041
7.5% Senior Notes due July 1, 2044
7.375% Senior Notes due May 15, 2048
7.375% Senior Notes due May 23, 2048
7.375% Senior Notes due October 1, 2051
7.25% Senior Notes due February 15, 2052

Old GM Euro Notes

7.25% Notes due 2013
8.375% Notes due 2033

Old GM Nova Scotia Notes

8.375% Guaranteed Notes due 2015
8.875% Guaranteed Notes due 2023

**Schedule C**

1. Indenture, dated as of November 15, 1990, between General Motors Corporation and Citibank, N.A., as Trustee.

2. Indenture, dated as of December 7, 1995, between General Motors Corporation and Citibank, N.A., as Trustee.

3. First Supplemental Indenture, dated as of March 4, 2002, between General Motors Corporation and Citibank, N.A.

4. Second Supplemental Indenture, dated as of November 5, 2004, between General Motors Corporation and Citibank, N.A.

5. Third Supplemental Indenture, dated as of November 5, 2004, between General Motors Corporation and Citibank, N.A.

6. Fourth Supplemental Indenture, dated as of November 5, 2004, between General Motors Corporation and Citibank, N.A.

7. Indenture, dated as of January 8, 2008, between General Motors Corporation and The Bank of New York, as Trustee.

8. First Supplemental Indenture, dated as of February 22, 2008 between General Motors Corporation and The Bank of New York, as Trustee.

9. Amended and Restated Credit Agreement, dated July 20, 2006, among General Motors Corporation, General Motors Canada Limited, Saturn Corporation, and a syndicate of lenders.

10. First Amendment and Consent dated February 11, 2009 to the Amended and Restated Credit Agreement dated as of June 20, 2006 among General Motors Corporation, General Motors of Canada Limited, Saturn Corporation, Citicorp USA, Inc., as administrative agent for the Lenders there under, JPMorgan Chase Bank, N.A., as syndication agent, and the several banks and other financial institutions from time to time parties thereto as lenders.

11. General Motors Corporation $4,372,500,000 principal amount of 6.75% Series U Convertible Senior Debentures due December 31, 2012, dated February 22, 2008.

12. Loan and Security Agreement, dated as of December 31, 2008, by and between General Motors Corporation, as Borrower, the Guarantors parties thereto, and the United States Department of the Treasury, as Lender, including Appendix A, as amended by the Amendment dated March 31, 2009 to Loan and Security Agreement dated as of December 31, 2008

13. Guaranty and Security Agreement, dated as of December 31, 2008 , made by certain subsidiaries of General Motors Corporation, as guarantors, in favor of the United States Department of the Treasury.

14. Equity Pledge Agreement, dated as of December 31, 2008, made by General Motors Corporation and certain of the Guarantors, as pledgors, in favor of the United States Department of the Treasury.

15. Warrant Agreement, dated as of December 31, 2008, by and between General Motors Corporation and the United States Department of the Treasury.

16. Warrant, dated as of December 31, 2008, issued pursuant to the Warrant Agreement.

17. Additional Note, dated as of December 31, 2008, executed pursuant to the Warrant Agreement.

18. Loan and Security Agreement, dated as of January 16, 2009, by and between General Motors Corporation, as Borrower, and the United States Department of the Treasury, as Lender, including Exhibit A Form of Note Agreement, as amended by the Amendment dated March 31, 2009 to Loan and Security Agreement dated as of January 16, 2009.

19. Equity Pledge Agreement, dated as of January 16, 2009, made by GM Finance Co. Holdings LLC and GM Preferred Finance Co. Holdings LLC, as pledgors, in favor of the United States Department of the Treasury Agreement.

20. Supplemental Indenture, dated as of August 13, 2007, between General Motors Corporation and Wilmington Trust Company, as successor trustee to Citibank, N.A.

21. Loan and Security Agreement, dated as of October 2, 2006, among General Motors Corporation and Gelco Corporation (d/b/a GE Fleet Services), as Lender, as amended by (i) the First Amendment to the Loan and Security Agreement dated as of September 27, 2007, (ii) the Second Amendment to the Loan and Security Agreement dated as of November 20, 2007 and (iii) the Third Amendment to the Loan and Security Agreement dated as of February 17, 2009.

22. Term Loan Agreement, dated as of November 29, 2006, among General Motors Corporation, Saturn Corporation; the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, as amended by the First Amendment to Term Loan Agreement dated as of March 4, 2009.

23. Fiscal and Paying Agency Agreement, dated as of July 3, 2003, among General Motors Corporation, Deutsche Bank AG London, as Fiscal Agent, and Banque Generale de Luxembourg S.A., together with the Fiscal Agent as Paying Agents.

24. Fiscal and Paying Agency Agreement, dated as of July 10, 2003, between General Motors Nova Scotia Finance Company, as Issuer, General Motors Corporation, as Guarantor, and Deutsche Bank Luxembourg S.A. as Fiscal Agent, and Bank Général du Luxembourg S.A. as Paying Agent.

**EXHIBIT D-1**

Form of Legal Opinion of Jenner & Block LLP, Counsel to the Company
to be delivered on the Effectiveness Date

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Banc of America Securities LLC
The Hearst Building
214 North Tryon Street
17th Floor
Charlotte, North Carolina 28255

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

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

Citigroup Global Markets Inc.
390 Greenwich Street
New York, New York 10013

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

UBS Securities LLC
677 Washington Boulevard
Stamford, CT 06901

Wachovia Capital Markets, LLC
One Wachovia Center
301 South College Street
Charlotte, NC 28288-0737

Ladies and Gentlemen:

We are issuing this letter in our capacity as special counsel for General Motors Corporation (the "**Company**") in response to the requirements of Section 14(e) of the Dealer Managers Agreement dated April 26, 2009 (the "**Agreement**") by and among the Company and Morgan Stanley & Co. Incorporated, Banc of America Securities LLC, Barclays Capital Inc., Deutsche Bank Securities Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC (collectively, the "**Dealer Managers**"). Every capitalized term that is defined or given a special meaning in the 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 Agreement. The Agreement relates to the Exchange Offers and Solicitations.

In connection with the preparation of this letter, we have (among other things) read the Agreement, the Registration Statement, the Preliminary Prospectus and the Prospectus.

Subject to the assumptions, qualifications and limitations which are identified in this letter, we advise you that each document filed pursuant to the Exchange Act and incorporated by reference in the Registration Statement, the Preliminary Prospectus, the Prospectus or any Non-U.S. Prospectus, when filed with the Commission, or at the time of any amendment, appeared on its face to be responsive in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder.

. . . . . .

The purpose of our professional engagement was not to establish factual matters and the preparation of the Registration Statement, the Schedule TO, 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, the Schedule TO and the Prospectus or that the actions taken in connection with the preparation of these documents (including the actions described in the next paragraph) were sufficient to cause them 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 Registration Statement, the Schedule TO and the Prospectus, except to the extent otherwise explicitly indicated in the immediately preceding paragraph.

We have participated in certain conferences with officers and other representatives of the Company, representatives of the independent accountants of the Company and the Dealer Managers and their counsel at which the contents of the Registration Statement, the Schedule TO and the Prospectus and related matters were discussed, although we were not primarily responsible for the preparation of these documents. We did not participate in the preparation of the documents incorporated by reference into the Registration Statement, the Schedule TO and the Prospectus but have, however, reviewed such documents.

On the basis of such conferences and review, we advise you that no fact came to our attention that caused us to conclude that (i) the Registration Statement, as of the date it was declared effective by the Commission, 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 and (ii) the Schedule TO and the Prospectus, as of their respective date and as of the date hereof, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or 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 are not advising, and we express no view, with respect to any financial statements and schedules, the notes related thereto or other financial, accounting or statistical data derived therefrom and information (including without limitation financial projections), and accounting policies, in each case, included in the Registration Statement, the Schedule TO and the Prospectus or incorporated by reference therein or excluded therefrom.

Our advice in this letter is based exclusively on the federal law of the United States; none of the advice contained in this letter considers or covers any foreign or state securities laws or regulations.

Whenever this letter provides advice about (or based upon) our knowledge or awareness of any particular information 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 preparation of the Registration Statement, including the Preliminary Prospectus, the Prospectus and the Incorporated Documents.

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 Dealer Managers, solely in their capacity as financial intermediaries, and only for the purpose served by the provision in the 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 Dealer Managers may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, tender offer statement, proxy or information statement 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 D-2**

Form of Legal Opinion of Jenner & Block LLP, Counsel to the Company
to be delivered on the Closing Date

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Banc of America Securities LLC
The Hearst Building
214 North Tryon Street
17th Floor
Charlotte, North Carolina 28255

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

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New York, New York 10017

UBS Securities LLC
677 Washington Boulevard
Stamford, CT 06901

Wachovia Capital Markets, LLC
One Wachovia Center
301 South College Street
Charlotte, NC 28288-0737

Ladies and Gentlemen:

We are issuing this letter in our capacity as special counsel for General Motors Corporation (the "**Company**") in response to the requirements of Section 14(e) of the Dealer Managers Agreement dated April 26, 2009 (the "**Agreement**") by and among the Company and

Morgan Stanley & Co. Incorporated, Banc of America Securities LLC, Barclays Capital Inc., Deutsche Bank Securities Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC (collectively, the "**Dealer Managers**"). Every capitalized term that is defined or given a special meaning in the 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 Agreement. The Agreement relates to the Exchange Offers and Solicitations.

In connection with the preparation of this letter, we have (among other things) read the Agreement, the Registration Statement, the Preliminary Prospectus, the Prospectus and copies of all certificates and other documents delivered today in connection with the consummation of the Exchange Offers.

Subject to the assumptions, qualifications and limitations which are identified in this letter, we advise you that each document filed pursuant to the Exchange Act and incorporated by reference in the Registration Statement, the Preliminary Prospectus , the Prospectus or any Non-U.S. Prospectus, when filed with the Commission, or at the time of any amendment, appeared on its face to be responsive in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder.

. . . . . .

The purpose of our professional engagement was not to establish factual matters and the preparation of the Registration Statement, the Schedule TO 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, the Schedule TO and the Prospectus or that the actions taken in connection with the preparation of these documents (including the actions described in the next paragraph) were sufficient to cause them 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 Registration Statement, the Schedule TO and the Prospectus, except to the extent otherwise explicitly indicated in the immediately preceding paragraph.

We have participated in certain conferences with officers and other representatives of the Company, representatives of the independent accountants of the Company and the Dealer Managers and their counsel at which the contents of the Registration Statement, the Schedule TO and the Prospectus and related matters were discussed. although we were not primarily responsible for the preparation of these documents. We did not participate in the preparation of the documents incorporated by reference into the Registration Statement, the Schedule TO and the Prospectus but have, however, reviewed such documents.

On the basis of such conferences and review, we advise you that no fact came to our attention that caused us to conclude that (i) the Registration Statement, as of the date it was declared effective by the Commission, 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 and (ii) the Schedule TO and the Prospectus, as of their respective

date and as of the date hereof, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or 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 are not advising, and we express no view, with respect to any financial statements and schedules, the notes related thereto or other financial, accounting or statistical data derived therefrom and information (including without limitation financial projections), and accounting policies, in each case, included in the Registration Statement, the Schedule TO and the Prospectus or incorporated by reference therein or excluded therefrom.

Our advice in this letter is based exclusively on the federal law of the United States; none of the advice contained in this letter considers or covers any foreign or state securities laws or regulations.

Whenever this letter provides advice about (or based upon) our knowledge or awareness of any particular information 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 preparation of the Registration Statement, including the Prospectus and the Incorporated Documents, and the Schedule TO.

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 Dealer Managers, solely in their capacity as financial intermediaries, and only for the purpose served by the provision in the 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 Dealer Managers may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, tender offer statement, proxy or information statement 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 E-1**

OPINION OF INTERNAL COUNSEL OF THE COMPANY

To be delivered on Effectiveness Date

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Banc of America Securities LLC
The Hearst Building
214 North Tryon Street
17th Floor
Charlotte, North Carolina 28255

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

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

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J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

UBS Securities LLC
677 Washington Boulevard
Stamford, CT 06901

Wachovia Capital Markets, LLC
One Wachovia Center
301 South College Street
Charlotte, NC 28288-0737

Ladies and Gentlemen:

I am issuing this letter in my capacity as a member of the Legal Staff of General Motors Corporation (the "Company") in response to the requirement in Section 14(e) of the

Dealer Managers Agreement dated April 26, 2009 (the "Agreement") by and among the Company and Morgan Stanley & Co. Incorporated, Banc of America Securities LLC, Barclays Capital Inc., Deutsche Bank Securities Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC (the "Dealer Managers"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to them by the Agreement. The Agreement relates to the offers to exchange (the "Offers") certain notes issued by the Company and General Motors Nova Scotia (collectively, the "Old Notes") for the Exchange Consideration.

In connection with the preparation of this letter, I have (among other things) read the Agreement, the Registration Statement, the Prospectus, the resolutions of the Board of Directors of the Company and the Restated Certificate of Incorporation and By-Laws of the Company.

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.

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.

(ii) The Company has the corporate power and corporate authority to execute and deliver the Agreement and perform its obligations thereunder.

(iii) The Company has taken all corporate action necessary to authorize the making of the Exchange Offers and the Solicitations.

(iv) The Agreement has been duly authorized by the Company.

(v) The execution and delivery by the Company of the Agreement and the consummation by the Company of the transactions contemplated thereby, including the Exchange Offers and Solicitations, will not violate or conflict with, or result in any contravention of, any Applicable Order.

"Applicable Orders" means those judgments, orders or decrees identified on Schedule I to this opinion.

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 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 in accordance with such agreement's terms (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 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 or awareness of any particular information 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 New York and my advice on every legal issue addressed in this letter is based exclusively on the General Corporation Law of the State of Delaware, the laws of the State of New York or the federal law of the United States. 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 Agreement.

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.

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 Dealer Managers only for the purpose served by the provision in the 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 Dealer Managers may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, tender offer statement, proxy or information statement 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,

Martin I. Darvick

**EXHIBIT E-2**

OPINION OF INTERNAL COUNSEL OF THE COMPANY

To be delivered on the Closing Date

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Banc of America Securities, LLC
The Hearst Building
214 North Tryon Street
17th Floor
Charlotte, North Carolina 28255

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

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60 Wall Street
New York, New York 10005

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New York, New York 10013

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

UBS Securities LLC
677 Washington Boulevard
Stamford, CT 06901

Wachovia Capital Markets, LLC
One Wachovia Center
301 South College Street
Charlotte, NC 28288-0737

Ladies and Gentlemen:

I am issuing this letter in my capacity as a member of the Legal Staff of General Motors Corporation (the "Company") in response to the requirement in Section 14(e) of the

Dealer Managers Agreement dated April 26, 2009 (the "Agreement") by and among the Company and Morgan Stanley & Co. Incorporated, Banc of America Securities LLC, Barclays Capital Inc., Deutsche Bank Securities Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC (the "Dealer Managers"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to them by the Agreement. The Agreement relates to the offers to exchange (the "Offers") certain notes of the Company and General Motors Nova Scotia (collectively, the "Old Notes") for the Exchange Consideration.

In connection with the preparation of this letter, I have (among other things) read the Agreement, the Registration Statement, the Prospectus, the Prospectus, the resolutions of the Board of Directors of the Company, the Restated Certificate of Incorporation and By-Laws of the Company and copies of all certificates and other documents delivered today in connection with the consummation of the Exchange Offers.

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.

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.

(ii) The Company has the corporate power and corporate authority to execute and deliver the Transaction Documents and perform its obligations thereunder.

(iii) The Company has taken all corporate action necessary to authorize the making of the Exchange Offers and the Solicitations.

(iv) The Transaction Documents have been duly authorized by the Company

(v) 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 Prospectus.

(vi) The execution and delivery by the Company of the Transaction Documents and the consummation by the Company of the transactions contemplated thereby, including the Exchange Offers and Solicitations, will not violate or conflict with, or result in any contravention of, any Applicable Order.

"Applicable Orders" means those judgments, orders or decrees identified on Schedule I to this opinion.

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 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 in accordance with such agreement's terms (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 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 or awareness of any particular information 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 New York and my advice on every legal issue addressed in this letter is based exclusively on the General Corporation Law of the State of Delaware, the laws of the State of New York or the federal law of the United States. 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 Agreement.

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.

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 Dealer Managers only for the purpose served by the provision in the 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 Dealer Managers may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, tender offer statement, proxy or information statement 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,

Martin I. Darvick

**Exhibit 3.2**

CERTIFICATE OF AMENDMENT
TO THE RESTATED CERTIFICATE OF INCORPORATION OF
GENERAL MOTORS CORPORATION

Pursuant to Section 242 of the General Corporation Law
of the State of Delaware

GENERAL MOTORS CORPORATION, a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify as follows:

FIRST: Effective as of [•] [a.m./p.m. Delaware time] on [•], 2009, the first sentence of Article FOURTH of the Restated Certificate of Incorporation of the Company is hereby amended and restated to read in its entirety as follows:

> The total authorized capital stock of the Corporation is as follows: 62,106,000,000 shares, of which 6,000,000 shares shall be Preferred Stock, without par value ("Preferred Stock"), 100,000,000 shares shall be Preference Stock, $0.10 par value ("Preference Stock"), and 62,000,000,000 shares shall be Common Stock, $0.01 par value ("Common Stock").

SECOND: Effective as of [•] [a.m./p.m. Delaware time] on [•], 2009, Article FOURTH of the Restated Certificate of Incorporation of the Company is hereby amended by inserting the following paragraph immediately after the first sentence of Article FOURTH:

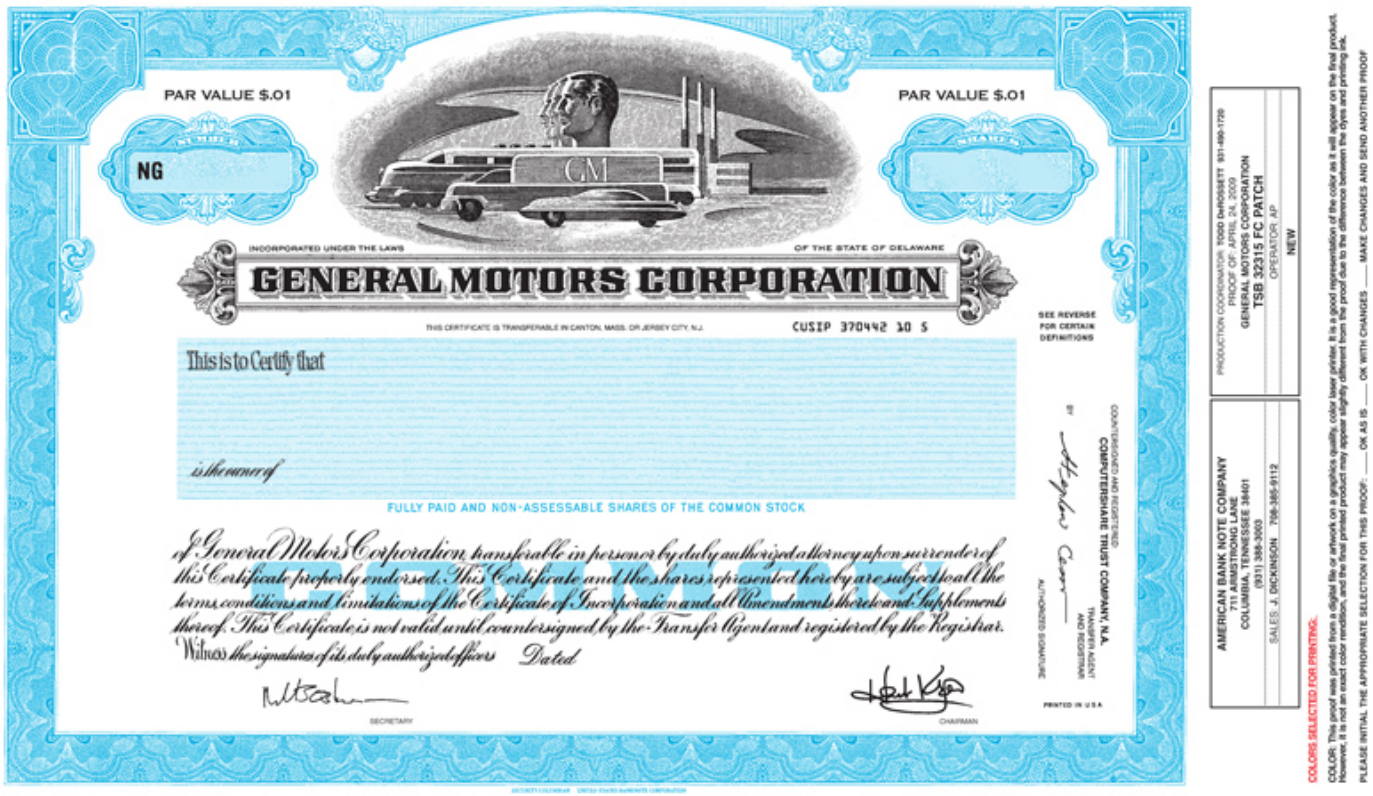
> At [•] [a.m./p.m. Delaware time] on [•], 2009 (the "Split Effective Time"), each 100 shares of the Common Stock issued and outstanding immediately prior to the Split Effective Time shall automatically be combined into one validly issued, fully paid and non-assessable share of Common Stock, without any action by the holder thereof, subject to the treatment of fractional interests as described below (the "Reverse Stock Split"). No certificates representing fractional shares of Common Stock shall be issued in connection with the Reverse Stock Split. Stockholders who otherwise would be entitled to receive fractional share interests of Common Stock in connection with the Reverse Stock Split shall, with respect to such fractional interest, be entitled to receive cash, without interest, in lieu of fractional shares of Common Stock, upon the submission of a transmittal letter by a stockholder holding the shares in book-entry form and, where shares are held in certificated form, upon the surrender of the stockholder's Old Certificates (as defined below), in an amount equal to the proceeds attributable to the sale of such fractional shares following the aggregation and sale by the Corporation's transfer agent of all fractional shares otherwise issuable. Each certificate that prior to the Split Effective Time represented shares of Common Stock ("Old Certificates"), shall thereafter represent that number of shares of Common Stock into which the shares of Common Stock represented by the Old Certificate shall have been combined, subject to the elimination of fractional share interests as described above.

THIRD: The foregoing amendments were duly adopted in accordance with the provisions of Sections 242 and 228 (by the written consent of the stockholders of the Company) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment to be duly executed in its corporate name as of the [•] day of [•], 2009.

GENERAL MOTORS CORPORATION

By: _____
Name:
Title:




Source: GENERAL MOTORS CORP, S-4, April 27, 2009

## GENERAL MOTORS CORPORATION

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

| | | | |
|---|---|---|---|
| TEN COM | – as tenants in common | UNIF GIFT MIN ACT– | |
| TEN ENT | – as tenants by the entireties | _____ Custodian _____ | |
| JT TEN | – as joint tenants with right of survivorship and not as tenants in common | (Cust) | (Minor) |
| | | under Uniform Gifts to | |
| | | Minors Act _____ | |
| | | (State) | |

Additional abbreviations may also be used though not in the above list.

THE CORPORATION WILL FURNISH WITHOUT CHARGE TO EACH STOCKHOLDER WHO SO REQUESTS A STATEMENT OF THE RIGHTS, PRIVILEGES, RESTRICTIONS, VOTING POWERS, LIMITATIONS AND QUALIFICATIONS OF THE SEVERAL CLASSES OF STOCK OF THE CORPORATION. REQUESTS MAY BE DIRECTED TO THE CORPORATION OR THE TRANSFER AGENT.

FOR VALUE RECEIVED THE UNDERSIGNED HEREBY SELLS, ASSIGNS AND TRANSFERS THE SHARES OF THE CAPITAL STOCK REPRESENTED BY THE WITHIN CERTIFICATE AS FOLLOWS:

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____ UNTO _____

SHARES — FULL NAME AND ADDRESS (INCLUDING ZIP CODE) OF ASSIGNEE SHOULD BE TYPEWRITTEN OR PRINTED LEGIBLY

_____ " _____

_____ " _____

_____ " _____

AND HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS

_____ ATTORNEY

TO TRANSFER THE SAID STOCK ON THE BOOKS OF THE WITHIN-NAMED CORPORATION WITH FULL POWER OF SUBSTITUTION IN THE PREMISES.

DATED _____

**NOTICE:** _____
THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

**SIGNATURE(S) GUARANTEED:** _____
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.

| | |
|---|---|
| AMERICAN BANK NOTE COMPANY<br>711 ARMSTRONG LANE<br>COLUMBIA, TENNESSEE 38401<br>(931) 388-3003 | PRODUCTION COORDINATOR: TODD DeROSSETT 931-490-1720<br>PROOF OF: APRIL 24, 2009<br>GENERAL MOTORS CORPORATION<br>TSB 32315 BK |
| SALES: J. DICKINSON 708-385-9112 | OPERATOR: AP |
| | NEW |

PLEASE INITIAL THE APPROPRIATE SELECTION FOR THIS PROOF: ____ OK AS IS ____ OK WITH CHANGES ____ MAKE CHANGES AND SEND ANOTHER PROOF

**Exhibit 4.7**

**GENERAL MOTORS CORPORATION**

**and**

**WILMINGTON TRUST COMPANY as**

**Trustee**

**SUPPLEMENTAL INDENTURE**

**Dated as of August 13, 2007**

SUPPLEMENTAL INDENTURE, dated as of August 13, 2007, between GENERAL MOTORS CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and WILMINGTON TRUST COMPANY, a banking corporation duly organized and existing under the laws of the State of Delaware (the "Trustee"). The term "Trustee" shall include any successor trustee appointed pursuant to Article Seven of the Indenture (as defined below).

**WITNESSETH:**

WHEREAS, the Company and the Citibank, N.A., as predecessor to the Trustee, have heretofore executed and delivered the Indenture, dated as of December 7, 1995 (the "Indenture"), providing for the issuance from time to time of one or more series of debt securities evidencing unsecured indebtedness of the Company, the First Supplemental Indenture, dated as of March 4, 2002, the Second Supplemental Indenture, dated as of November 5, 2004, the Third Supplemental Indenture, dated as of November 5, 2004 and the Fourth Supplemental Indenture, dated as November 5, 2004. Terms used in this Supplemental Indenture that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

WHEREAS, Appendix A hereto identifies approximately $12.46 billion in U.S. dollar denominated non-convertible debt Securities, represented by 13 series of Securities, issued and outstanding under the Indenture.

WHEREAS, each series of Securities identified on Appendix A hereto was issued in the form of Global Securities (collectively, the "Global Notes").

WHEREAS, each of the Global Notes is subject to the Indenture and all indentures supplemental thereto, each Global Note containing a paragraph as follows:

> "This Global Bond is one of a duly authorized issue of debentures, notes, bonds or other evidences of indebtedness of the Company (hereinafter called the "Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to an indenture dated as of December 7, 1995 (herein called the "Indenture"), duly executed and delivered by the Company to Citibank, N.A. (herein called the "Trustee") to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Securities;"

WHEREAS, certain provisions of the Indenture are described in each of the Global Notes.

WHEREAS, the first sentence of the fourth paragraph of each of the Global Notes contains a description of the vote of Holders required by Section 10.02 of the Indenture to enter into certain supplemental indentures, the text of which, up to the first semi-colon, is as follows:

> "The Indenture contains provisions permitting the Company and the Trustee, with the consent of the Holders of not less than 66 $^{2}/_{3}$% in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying any manner the rights of the Holders of the Securities of each such series;"

WHEREAS, the Global Notes incorrectly summarize Section 10.02 of the Indenture with respect to the percentage in aggregate principal amount of Securities outstanding required to execute such supplemental indentures, the Indenture expressly providing for approval by a majority rather than 66 ⅔% in aggregate principal mount of Securities outstanding, the text of the first paragraph of Section 10.02, up to the first semi-colon, being as follows:

> "With the consent (evidenced as provided in Section 8.01) of the Holders of not less than a majority in the aggregate principal amount of the Securities of all series at the time outstanding affected by such supplemental indenture (voting as one class), the Corporation, when authorized by a Board Resolution, and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indentures or modifying in any manner the rights of the Holders of the Securities of each such series or any Coupons appertaining to such Securities;"

WHEREAS, the Company desires to correct this description of the Indenture in the Global Notes.

WHEREAS, the Trustee, pursuant to Section 10.01 of the Indenture, is authorized to join with the Company in the execution of any supplemental indenture made pursuant thereto and to make any further appropriate agreements and stipulations which may be contained therein, which section provides that the Company may enter into a supplemental indenture:

> "to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture; to convey, transfer, assign, mortgage or pledge any property to or with the Trustee; or to make such other provisions in regard to matters or questions arising under this Indenture as shall not adversely affect the interests of the Holders of any series of Securities or any Coupons appertaining to such Securities;"

NOW, THEREFORE, in furtherance of the premises herein, the Company and the Trustee hereby stipulate as follows:

Section 1. The first sentence of the fourth paragraph of each of the Global Notes (or other applicable portion) shall be and hereby is amended, without any further action on the part of the Company, the Trustee or the Holder of any Global Note, by deleting the phrase "66 ⅔%" contained therein and replacing it with the phrase "a majority," so that the paragraph, up to the first semi-colon, shall read as follows:

> "The Indenture contains provisions permitting the Company and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series;"

Section 2. Recitals. The recitals contained herein shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 3. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 4. New York Contract. This Supplemental Indenture shall be deemed to be a contract made under the law of the State of New York, and for all purposes shall be governed by and construed in accordance with the laws of the said State, regardless of the laws that might otherwise govern under applicable New York principles of conflicts of law and except as may otherwise be required by mandatory provisions of law. Any claims or proceedings in respect of this Supplemental Indenture shall be heard in a federal or state court located in the State of New York.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed.

**GENERAL MOTORS CORPORATION**

By: /s/ Walter Borst
Name:
Title:

**WILMINGTON TRUST COMPANY,**
**not in its individual capacity but solely as Trustee**

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Financial Services Officer

**Appendix A**

6 3/8% Notes due May 1, 2008

7.20% Notes due January 15, 2011

7.125% Senior Notes due July 15, 2013

7.70% Debentures due April 15, 2016

8. 250% Debentures due July 15, 2023

8.10% Debentures due June 15, 2024

6 3/4% Debentures due May 1, 2028

8.375% Debentures due July 15, 2033

7.375% Senior Notes due May 15, 2048

7.25% Quarterly Interest Bonds due April 15, 2041

7.50% Senior Notes due July 1, 2044

7.375% Senior Notes due May 23, 2048

7.25% Senior Notes due February 15, 2052

**Exhibit 4.8**

**FISCAL AND PAYING AGENCY AGREEMENT**

among

**General Motors Corporation,**

and

**Deutsche Bank AG London**

and

**Banque Générale du Luxembourg S.A.**

---

Dated as of July 3, 2003

---

FISCAL AND PAYING AGENCY AGREEMENT

THIS FISCAL AND PAYING AGENCY AGREEMENT is made the 3rd day of July 2003, among:

(1) General Motors Corporation of 300 Renaissance Center, Detroit, Michigan 48265-3000 (the "Company");

(2) Deutsche Bank AG London. (the "Fiscal Agent") of Winchester House, 1 Great Winchester Street, London EC2N 2DB, England (which expression shall include any successor fiscal agent appointed in accordance with Clause 18);

(3) Banque Générale du Luxembourg S.A. of 50 Avenue J.F. Kennedy, L-2951 Luxembourg (together with the Fiscal Agent, the "Paying Agents," which expression shall include any additional or successor Paying Agent appointed in accordance with Clause 20).

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

(a) In this Agreement, unless there is something in the subject or context inconsistent therewith the expressions used herein shall have the same meanings as in the Subscription Agreement.

(b) The following expressions shall have the following meanings:

"Month" means calendar month;

"outstanding" means in relation to the Notes, all the Notes issued other than (i) those which have been redeemed in full in accordance with the Conditions, (ii) those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys therefor (including all interest accrued thereon to the date for such redemption) have been duly paid to the Fiscal Agent as provided in this Agreement (and, where appropriate, notice has been given to the Noteholders in accordance with Condition 12) and remain available for payment against presentation of Notes, (iii) those which have become void under Condition 15, (iv) those which have been purchased and cancelled as provided in Condition 5, (v) those mutilated or defaced Notes which have been surrendered in exchange for replacement Notes pursuant to Condition 13, (vi) (for the purpose only of determining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued pursuant to Condition 13, (vii) Temporary Global Notes to the extent that they shall have been duly exchanged for Permanent Global Notes and Permanent Global Notes to the extent that they shall have been duly exchanged for Definitive Notes, in each case pursuant to their respective provisions and (viii) Temporary Global Notes and Permanent Global Notes which have become void in accordance with their terms and, provided that for the purpose of the right to attend and vote at any meeting of the Noteholders or any of them,

those Notes (if any) which are for the time being held by any person (including but not limited to the Company or any Subsidiary of the Company) for the benefit of the Company or any Subsidiary of the Company shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

"repay" shall include "redeem" and vice versa and "repaid," "repayable" and "repayment" and "redeemed," "redeemable" and "redemption" shall be construed accordingly; and

"Subscription Agreement" means the Subscription Agreement dated July 1, 2003 among the Company and the Managers concerning the purchase of the Notes.

(c) All references in this Agreement to principal and/or interest or both in respect of the Notes or to any moneys payable by the Company under this Agreement shall be deemed to include (a) a reference to any Additional Amounts which may be payable under Condition 6 and (b) any other amounts which may be payable in respect of the Notes.

(d) Expressions defined in the Conditions shall have the same meanings herein unless otherwise stated.

2. Appointment of Fiscal Agent and other Paying Agents

(a) The Fiscal Agent is hereby appointed as agent of the Company, upon the terms and subject to the conditions set out below, for the purposes of:

(i) completing, authenticating and issuing Notes and the coupons;

(ii) paying sums due on Global Notes;

(iii) arranging on behalf of the Company for notices to be communicated to the Noteholders in accordance with the Conditions;

(iv) receiving notice from Euroclear and/or Clearstream relating to the certificates of Non-U.S. beneficial ownership of the Notes;

(v) determining the date of completion of distribution of the Notes represented by each Temporary Global Note, upon notification from the Managers and notifying such determination to the Company, the Managers and Euroclear and Clearstream;

(vi) ensuring that all necessary action is taken to comply with applicable periodic reporting requirements with respect to the Notes; and

(viii) otherwise fulfilling its duties and obligations as set forth in the Conditions.

(b) Each Paying Agent is hereby appointed by the Company as Paying Agent of the Company, upon the terms and subject to the conditions set out below, for the purposes of paying sums due on Notes and/or coupons.

3. Issue of Temporary Global Notes

(a) Upon the execution and delivery of this Agreement, 2013 Notes in an aggregate outstanding principal amount not in excess of €1,000,000,000 and 2033 Notes in an aggregate outstanding principal amount not in excess of €1,500,000,000, may be executed by the Company and delivered to the Fiscal Agent for authentication, and the Fiscal Agent shall thereupon authenticate and deliver such Notes upon the written order of the Company, signed by any authorized officer of the Company without any further action by the Company. Until a Note has been authenticated it shall have no effect.

(b) The Notes initially will be issued in the form of one or more Temporary Global Notes in bearer form without coupons substantially in the form set forth in Schedule 3 Part I, hereto. The Temporary Global Notes shall be signed on behalf of the Company by any authorized officer. The Temporary Global Notes shall be authenticated by the Fiscal Agent upon the same conditions, in substantially the same manner and with the same effect as the Permanent Global Notes or Definitive Notes. The Fiscal Agent will, upon the order of the Company, deposit the Temporary Global Notes with Deutsche Bank AG London., as the common depositary (the "Common Depositary") for Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear"), and Clearstream Banking, societe anonyme ("Clearstream").

4. Issue of Permanent Global Notes

Upon the occurrence of any event which, pursuant to the terms of the Temporary Global Notes, requires the issuance of one or more Permanent Global Notes, the Temporary Global Notes may be surrendered to the Fiscal Agent at such office to be exchanged, as a whole or in part, for interests in the Permanent Global Notes substantially in the form set forth in Schedule 3 Part II hereto, in denominations of €1,000, €10,000 or €100,000 or integral multiples thereof without charge, and the Fiscal Agent shall authenticate and deliver, in exchange for such Temporary Global Note or the portions thereof to be exchanged, an equal aggregate principal amount of the Permanent Global Note, but only upon presentation to the Fiscal Agent by the Common Depository of a certificate or certificates (in substantially the form attached to the Temporary Global Note as Schedule Three) of Euroclear or Clearstream with respect to the Temporary Global Note or portions thereof being exchanged, to the effect that it has received in writing or by facsimile a certification or certifications (in substantially the form attached to the Temporary Global Note as Certificate "A") signed by the person appearing in its records as the owner of the Temporary Global Note or portions thereof being exchanged.

5. Issue of Definitive Notes

Upon the occurrence of any event which, pursuant to the terms of the Permanent Global Notes, requires the issuance of one or more Definitive Note(s), the Permanent Global Note shall be surrendered to or to the order of the Fiscal Agent. In exchange for the Permanent Global Note, the Company will deliver to the relevant Holders, or procure the delivery of, in either case at its own expense, an equal aggregate principal amount of Definitive Notes substantially in the form set forth in Schedule 3 Part III hereto, in denominations of €1,000, €10,000 or €100,000 (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Note), printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in this Agreement.

6. Exchanges

Upon any exchange of all or a portion of an interest in a Temporary Global Note for an interest in a Permanent Global Note or upon any exchange of a Permanent Global Note for Definitive Notes, the relevant Global Note shall be endorsed to reflect the reduction of its principal amount by the aggregate principal amount so exchanged. Until exchanged in full, the holder of an interest in any Global Note shall in all respects be entitled to the same benefits under this Agreement as the holder of Notes and Coupons authenticated and delivered hereunder, subject as set out in the Conditions. The Fiscal Agent is hereby authorized on behalf of the Company (i) to endorse or to arrange for the endorsement of the relevant Global Note to reflect the reduction in the principal amount represented thereby by the amount so exchanged, and sign in the relevant space on the relevant Global Note recording such exchange and (ii) in the case of a total exchange, to cancel or arrange for the cancellation of the relevant Global Note.

7. Payment

(a) The Company shall, on each date on which any payment in respect of any of the Notes becomes due, transfer to an account outside the United States specified by the Fiscal Agent such amount in Euros as shall be sufficient for the purposes of such payment in funds settled through such payment system as the Fiscal Agent may designate.

(b) The Company shall ensure that no later than two Business Days immediately preceding the date on which any payment is to be made to the Fiscal Agent pursuant to subclause (a) above, the Fiscal Agent shall receive a copy of an irrevocable payment instruction to the bank through which the payment is to be made. For purposes of this Agreement, "Business Day" means a day other than a Saturday or Sunday that is not (a) a day on which banks and foreign exchange markets in London, New York City and the place where such Note or Coupon, as the case may be, is presented for payment to a Paying Agent are generally authorized or obligated by law or executive order to close and (b) not a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System ("TARGET") is closed.

(c) Subject to the Fiscal Agent or, as the case may be, the relevant other Paying Agents being satisfied in its sole discretion that payment will be duly made as provided in subclause (a) above, the Fiscal Agent and each other Paying Agent shall pay or cause to be paid on behalf of the Company the amounts of principal and interest due on the Notes in the manner provided in the Conditions. Payments on Temporary Global Notes will be made only to the extent that certification that the beneficial owners are not certain United States persons has been received by Euroclear or Clearstream. If any payment provided for in subclause (a) above is made late but otherwise in accordance with the provisions of this Agreement, the Fiscal Agent and each other Paying Agent shall nevertheless make payments in respect of the Notes as aforesaid following receipt by it of such payment from the Company.

(d) If for any reason the Fiscal Agent considers in its sole discretion (exercised in good faith) that the amounts to be received by the Fiscal Agent pursuant to subclause (a) above will be, or the amounts actually received by it pursuant thereto are, insufficient to satisfy all claims in respect of all payments then falling due on the Notes, neither the Fiscal Agent nor any other Paying Agent shall be obliged to pay any such claims until the Fiscal Agent has received the full amount of all moneys due and payable in respect of such Notes.

(e) Without prejudice to subclauses (c) and (d) above, and without any requirement to do so, if the Fiscal Agent pays any amounts to the Noteholders or to any other Paying Agent at a time when it has not received payment in full in respect of such Notes in accordance with subclause (a) above (the excess of the amounts so paid over the amounts so received being the "Shortfall"), the Company shall, in addition to paying amounts due under subclause (a) above, pay to the Fiscal Agent on demand interest at a rate determined by the Fiscal Agent to represent its cost of funding the Shortfall for the relevant period (with proof thereof if requested by the Company) (or the unreimbursed portion thereof) until the receipt in full by the Fiscal Agent of the Shortfall.

(f) The Fiscal Agent shall on demand promptly reimburse each Paying Agent for payments in respect of Notes properly made by such Paying Agent in accordance with this Agreement and the Notes unless the Fiscal Agent shall have notified such Paying Agent prior to the opening of business in the location of the office of such Paying Agent through which payment on the Notes can be made on the due date of payment under such Notes that the Fiscal Agent does not expect to receive sufficient funds to make payment of all amounts falling due in respect of such Notes.

(g) While any Notes are represented by Global Notes, all payments due in respect of such Notes shall be made to, or to the order of, the holder of the Global Notes, subject to and in accordance with the provisions of the Global Notes. On the occasion of any such payment, the Paying Agent, on behalf of the Company, to which the Global Note was presented for the purpose of making such payment shall cause the relevant Part of Schedule One to the relevant Global Note to be annotated so as to evidence the amounts and dates of such payments of principal, and/or interest as applicable.

If the amount of principal, and/or interest then due for payment is not paid in full (otherwise than by reason of a deduction required by law to be made therefrom), the Paying Agent to which a Global Note is presented for the purpose of making such payment shall make a record of such shortfall on the relevant Part of Schedule One to the relevant Global Note and such record shall, in the absence of manifest error, be prima facie evidence that the payment in question has not to that extent been made.

8. Notice of any Withholding or Deduction

If the Company is, in respect of any payment of principal or interest in respect of the Notes, compelled to withhold or deduct any amount for or on account of taxes, duties, assessments or governmental charges as specifically contemplated under the Conditions, the Company shall give notice thereof to the Fiscal Agent as soon as it becomes aware of the requirement to make such withholding or deduction and shall give to the Fiscal Agent such information as the Fiscal Agent shall require to enable it to comply with such requirement.

9. Duties of the Fiscal Agent in Connection with Redemption of Notes

If the Company decides to redeem all the Notes for the time being outstanding in accordance with the Conditions, it shall give notice of such decision to the Fiscal Agent a reasonable length of time (at least 40 days) before the relevant redemption date to enable the Fiscal Agent to undertake its obligations herein and in the Conditions.

10. Receipt and Publication of Notices

(a) Forthwith upon the receipt by the Fiscal Agent of a demand or notice from any Noteholder in accordance with Condition 8, the Fiscal Agent shall forward a copy thereof to the Company.

(b) On behalf of and at the request and expense of the Company, the Fiscal Agent shall cause to be given in accordance with the Conditions, all notices required to be given by the Company to the Noteholders under the Conditions or this Agreement.

11. Cancellation of Notes and Coupons

(a) All Notes which are redeemed or exchanged (together with all unmatured Coupons attached thereto or delivered therewith) and all Coupons which are paid shall be cancelled by the Paying Agent by which they are paid. Each of the Paying Agents shall give to the Fiscal Agent details of all payments made by it and shall deliver all cancelled Notes and Coupons to the Fiscal Agent or as the Fiscal Agent may specify. Where Notes are purchased by or on behalf of the Company, the Company may, at its option, procure that such Notes (together with all unmatured Coupons appertaining thereto) are promptly surrendered to the Fiscal Agent or its authorized agent for cancellation.

(b) The Fiscal Agent shall (unless required by law or otherwise instructed by the Company in writing and save as provided in Clause 13(a) below) destroy all cancelled Notes and Coupons and, upon request, furnish the Company with a certificate of destruction containing serial numbers of the Notes and the number of Coupons so destroyed.

12. Issue of Replacement Notes or Coupons

(a) The Company shall cause a sufficient quantity of additional forms of Notes to be available, upon request, to the Fiscal Agent at its specified office for the purpose of issuing replacement Notes or Coupons as provided below.

(b) The Fiscal Agent shall, subject to and in accordance with the Conditions and the following provisions of this Clause 12, cause to be authenticated and delivered any replacement Notes or Coupons which the Company and the Fiscal Agent may determine to issue in place of Notes or Coupons which have been lost, stolen, mutilated, defaced or destroyed.

(c) In the case of a mutilated or defaced Note, the Fiscal Agent shall ensure that (unless otherwise covered by such indemnification as the Company may require) any replacement Note only has attached to it Coupons corresponding to those attached to the mutilated or defaced Note which is presented for replacement.

(d) The Fiscal Agent shall obtain verification, in the case of an allegedly lost, stolen or destroyed Note in respect of which the serial number is known, that such Note or Coupon has not previously been redeemed or paid. The Fiscal Agent shall not issue any replacement Note or Coupon unless and until the Fiscal Agent and the Company agree that the applicant therefor has:

(i) paid such costs as may be incurred in connection therewith;

(ii) furnished it with such evidence and indemnification as the Company and the Fiscal Agent may reasonably require; and

(iii) in the case of any mutilated or defaced Note or Coupon, surrendered it to the Fiscal Agent.

(e) The Fiscal Agent shall cancel any mutilated or defaced Notes or Coupons in respect of which replacement Notes or Coupons have been issued pursuant to this Clause 12. The Fiscal Agent shall furnish the Company with a certificate stating the serial numbers of the Notes or Coupons received by it and cancelled pursuant to this Clause 12 and shall, unless otherwise required by the Company, destroy all such Notes and Coupons and furnish the Company with a destruction certificate containing the information specified in Clause 11(b) above.

(f) The Fiscal Agent shall, on issuing any replacement Note or Coupon, forthwith inform the Company and the Paying Agent of the serial number of such replacement Note or Coupon issued and (if known) of the serial number of the Note or Coupon in place of which such replacement Note or Coupon has been issued.

(g) Whenever any Note or Coupon for which a replacement Note or Coupon has been issued and of which the serial number is known is presented to any of the Paying Agents for payment, the relevant Paying Agent shall immediately send notice thereof to the Company and the Fiscal Agent; no payment shall be made on such cancelled Note or Coupon.

13. Records and Certificates

(a) The Fiscal Agent shall (i) keep a full and complete record of all Notes and Coupons and of their redemption, purchase, cancellation or payment (as the case may be) and of all replacement Notes or Coupons issued in substitution for lost, stolen, mutilated, defaced or destroyed Notes or Coupons and (ii) in respect of the Coupons, retain until the expiry of five years from the Relevant Date (as defined in Condition 15) in respect of such Coupons either all paid Coupons or a list of the total number of Coupons of that maturity still remaining unpaid. The Fiscal Agent shall at all reasonable times make such records and Coupons available to the Company.

(b) A certificate stating (i) the aggregate principal amounts of Notes which have been redeemed and the aggregate amounts in respect of Coupons which have been paid, (ii) the serial numbers of such Notes, (iii) the total numbers of each denomination of such Coupons, (iv) the serial numbers of those Notes (if any) which have been purchased by or on behalf of the Company or any of its Subsidiaries and cancelled (subject to delivery thereof to the Fiscal Agent) and the total number of Coupons attached thereto or surrendered therewith and (v) the aggregate principal amounts of Notes and the aggregate amounts in respect of Coupons which have been surrendered and replaced and the serial numbers of such Notes and the total numbers by maturity date of such Coupons shall be given to the Company by the Fiscal Agent as soon as possible and in any event within three months after the date of such redemption, purchase, payment or replacement (as the case may be).

(c) The Fiscal Agent shall submit (on behalf of the Company) such reports or information as may be required from time to time by applicable law, regulations and guidelines in connection with this Agreement.

14. Copies of this Agreement Available for Inspection

(a) The Fiscal Agent and the Paying Agents shall hold copies of this Agreement available for inspection by Noteholders and Couponholders. For this purpose, the Company shall furnish the Fiscal Agent and the Paying Agents with sufficient copies of this Agreement.

15. Fees and Expenses

(a) The Fiscal Agent shall be entitled to the compensation to be agreed upon with the Company for all services rendered by it, and the Company agrees to pay such compensation promptly and to reimburse the Fiscal Agent and the Paying Agents for reasonable out of pocket expenses (including reasonable fees and expenses of counsel pursuant to Clause 18(b) below) reasonably incurred by either of them in connection with the services rendered by them hereunder.

(b) The Company shall pay to the Fiscal Agent such fees in respect of the services of the Paying Agents under this Agreement as shall be agreed between the Company and the Fiscal Agent. The Company shall not be concerned with the apportionment of payment among the Paying Agents.

(c) In respect of the said fees the Company shall also pay to the Fiscal Agent such sum as is appropriate in respect of value added tax together with all reasonable expenses (including, inter alia, postage expenses) reasonably incurred by the Paying Agents in connection with their said services.

(d) The fees under subclause (b) above shall be paid in U.S. Dollars. The Fiscal Agent shall arrange for payment of the fees due to the Paying Agents and arrange for the reimbursement of their expenses promptly after receipt of the relevant moneys from the Company.

(e) At the request of the Fiscal Agent, the parties hereto may from time to time during the continuance of this Agreement review the fees agreed initially pursuant to subclause (b) above with a view to determining whether the parties hereto can mutually agree upon changes therein.

16. Indemnification

(a) The Company shall indemnify and keep indemnified each of the Paying Agents and the Fiscal Agent against any losses, liabilities, costs, claims (or actions in respect thereof) and reasonable expenses (including reasonable legal fees) which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers and duties under this Agreement except such as may result from its own willful default, negligence or bad faith or that of its officers or employees or any of them, or breach by it of the terms of this Agreement. The obligations of the Company under this Clause (a) shall survive the payment of the Notes and the resignation or removal of the Fiscal Agent or any Paying Agent, as the case may be.

(b) Each of the Paying Agents and the Fiscal Agent shall severally indemnify the Company against any losses, liabilities, costs, claims (or actions in respect thereof) and reasonable expenses (including reasonable legal fees) which the Company may incur or which may be made against the Company as a result of the willful default, negligence or bad faith of that Paying Agent or Fiscal Agent or that of its officers or employees or any of them, or breach by it of the terms of this Agreement.

17. Repayment by Fiscal Agent

Any monies paid by the Company to the Fiscal Agent or any Paying Agent for payment in respect of any of the Notes or Coupons and remaining unclaimed for two years after the date on which such amounts shall have become due and payable shall then be repaid to the Company and, upon such payment, all liability of the Fiscal Agent or any Paying Agent with respect to such monies shall cease, without, however, relieving the Company of the obligation to pay the amounts in respect of any such Note or Coupon upon the due subsequent presentation thereof to the Company at its registered office until such Notes or Coupons become void. Notes will become void unless presented for payment within periods of ten years and five years, respectively, from the due date for payment thereof, in accordance with the Conditions.

18. Conditions of Appointment

The Fiscal Agent and each of the Paying Agents accept their obligations set forth herein and in the Notes upon the terms and conditions hereof and thereof, including the following, to all of which the Company agree and to all of which the rights of the holders from time to time of the Notes and Coupons shall be subject:

(a) In acting under this Agreement and in connection with the Notes and Coupons, the Fiscal Agent and the Paying Agents are acting solely as agents of the Company and do not assume any obligation towards or relationship of agency or trust for or with any of the beneficial owners or holders of the Notes and Coupons except that all funds held by the Paying Agents for a payment in respect of the Notes and Coupons shall be held in trust by them and applied as set forth herein and in such Notes, but need not be segregated from other funds held by them, except as required by law; provided that monies paid by the Company to the Paying Agents for payment in respect of any of the Notes and Coupons and remaining unclaimed for two years after the date on which such payment shall have become due and payable shall be repaid to the Company as provided and in the manner set forth in Clause 17 hereof, whereupon the aforesaid trust shall terminate and liability of the Paying Agents to the Company with respect to such monies shall cease.

(b) Each of the Fiscal Agent and the Paying Agents may consult at its own expense (unless the Company has agreed in writing as to the need for such consultation and as to the counsel to be consulted) with counsel satisfactory to it (who may be an employee of or legal advisor to the Company) in its reasonable

judgment and any advice or written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by any of them hereunder in good faith and in accordance with such advice or opinion.

(c) The Fiscal Agent and the Paying Agents shall be protected and shall incur no liability for or in respect of any action taken or omitted to be taken or being suffered by it in reliance upon any Note, instrument of transfer, notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper party or parties.

(d) Each of the Paying Agents or any agent of the Company or of the Paying Agent, if it is not a United States person as defined in this Agreement or if it is the foreign branch of a U.S. financial institution as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6), in its individual capacity or any other capacity, may become the owner of, or acquire any interest in, any Notes or other obligations of the Company with the same rights that it would have if it were not a Paying Agent or any agent of the Company or of the Paying Agent, and each Paying Agent may engage or be interested in any financial or other transaction with the Company, and may act on, or as depositary, trustee or Manager for, any committee or body of holders of Notes or other obligations of the Company, as freely as if it were not a Paying Agent or any agent of the Company or of the Paying Agent.

(e) None of the Fiscal Agent or the Paying Agents shall be under any liability for interest on any monies received by it pursuant to any of the provisions of this Agreement or the Notes except as otherwise agreed with the Company in writing.

(f) The recitals contained in this Agreement and in the Notes or Coupons (except in the Fiscal Agent's certificate of authentication) shall be taken as the statements of the Company, and neither the Fiscal Agent nor any Paying Agent assumes any responsibility for the correctness of the same. Neither the Fiscal Agent nor any Paying Agent makes any representation as to the validity or sufficiency of this Agreement or the Notes, except for their due authorization to execute and perform their obligations under this Agreement. Neither the Fiscal Agent nor any Paying Agent shall be accountable for the use or application by the Company of any of the Notes or by the Company of the proceeds of any Notes.

(g) The Fiscal Agent and the Paying Agents shall be obligated to perform such duties and only such duties as are herein and in the Notes specifically set forth, and no implied duties or obligations shall be read into this Agreement or the Conditions against the Fiscal Agent or any Paying Agent. Neither the Fiscal Agent nor any Paying Agent shall be under any obligation to take any action hereunder which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it.

(h) The Company shall provide the Fiscal Agent and each other Paying Agent with a copy of the certified list of persons authorized to take action on behalf of the Company in connection with this Agreement (as referred to in paragraph 3 of Appendix A to the Subscription Agreement) and shall notify the Fiscal Agent and each Paying Agent immediately in writing if any of such persons ceases to be so authorized or if any additional person becomes so authorized together, in the case of an additional authorized person, with evidence satisfactory to the Fiscal Agent that such person has been so authorized.

(i) No Paying Agent shall exercise any right of set off or lien against the Company or any Noteholders or Couponholders in respect of any monies payable to or by it under the terms of this Agreement.

(j) To the extent permitted by law, each of the Paying Agents shall be entitled to treat the bearer of any Note or Coupon as the absolute owner thereof (notwithstanding any notice to the contrary and whether or not such Note or Coupon shall be overdue and notwithstanding any notation of ownership or writing thereon or notice of previous loss or theft thereof) for all purposes subject, in relation to any Global Note, as provided in the Conditions.

(k) Each of the Company, the Fiscal Agent and the Paying Agents agree that this Agreement will, subject to the other provisions herein, continue in full force and effect for so long as any of the Notes are outstanding.

19. Communications with Paying Agents

A copy of all communications relating to the subject matter of this Agreement between the Company and any of the Paying Agents other than the Fiscal Agent shall be sent to the Fiscal Agent.

20. Termination of Appointment

(a) The Company may terminate the appointment of the Fiscal Agent or any Paying Agent at any time and/or appoint additional or other Paying Agents by giving to the Fiscal Agent or the Paying Agent whose appointment is concerned and, in the case of any Paying Agent other than the Fiscal Agent, the Fiscal Agent at least 60 days' prior written notice to that effect, provided that, so long as any of the Notes are outstanding, (i) such notice shall not expire less than 30 days before any due date for the payment of any Note or Coupon and (ii) notice shall be given in accordance with the Conditions at least 30 days prior to any removal or appointment of the Fiscal Agent or any Paying Agent.

(b) Notwithstanding the provisions of subclause (a) above, if at any time the Fiscal Agent or any Paying Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or

makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or if an administrator, liquidator or administrative or other receiver of it or of all or a substantial part of its property is appointed, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment thereof, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if any public officer takes charge or control of such Fiscal Agent or Paying Agent or of its property or affairs for the purpose of rehabilitation, administration or liquidation, the Company may forthwith without notice terminate the appointment of such Fiscal Agent or Paying Agent, as the case may be, in which event notice thereof shall be given to the Noteholders and the Couponholders in accordance with the Conditions as soon as practicable thereafter.

(c) The termination of the appointment of the Fiscal Agent or any Paying Agent hereunder shall not entitle such Fiscal Agent or Paying Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.

(d) The Fiscal Agent or all or any of the Paying Agents may resign their respective appointments hereunder at any time by giving to the Company and (except in the case of resignation of the Fiscal Agent) the Fiscal Agent at least 60 days' prior written notice to that effect. Following receipt of a notice of resignation from the Fiscal Agent or any Paying Agent, the Company shall promptly, but no later than 10 days prior to the expiration of any resignation of the Fiscal or Paying Agent; give notice thereof to the Noteholders and the Couponholders in accordance with the Conditions. The Fiscal Agent and Paying Agent may appoint a replacement Fiscal Agent on behalf of the Company, if the Company has not already done so.

(e) Notwithstanding the provisions of subclauses (a), (b), (c) and (d) above, so long as any of the Notes are outstanding, the termination of the appointment of any Paying Agent (whether by the Company or by the resignation of such Paying Agent) shall not be effective unless upon the expiry of the relevant notice there is (i) a Fiscal Agent and (ii) at least one Paying Agent with a specified office in a European city which, so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, shall be Luxembourg.

(f) Any successor Fiscal Agent or Paying Agent appointed hereunder shall execute and deliver to its predecessor, the Company any (unless its predecessor is the Fiscal Agent) the Fiscal Agent, an instrument accepting such appointment hereunder, and thereupon such successor Fiscal Agent or Paying Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of such predecessor with like effect as if originally named as Fiscal Agent or a Paying Agent under this Agreement.

(g) If the appointment of the Fiscal Agent or any Paying Agent hereunder is terminated (whether by the Company or by the resignation of such Fiscal Agent or Paying Agent), such Fiscal Agent or Paying Agent shall on the date on which such termination takes effect deliver to the Fiscal Agent or the successor Fiscal Agent all Notes and Coupons surrendered to it but not yet destroyed and shall deliver to such successor Paying Agent (or if none, the Fiscal Agent) all records concerning the Notes and Coupons maintained by it (except such documents and records as it is obliged by law or regulation to retain or not to release) and pay to its successor Fiscal Agent or Paying Agent (or, if none, to the Fiscal Agent) the amounts held by it in respect of Notes or Coupons which have become due and payable but which have not been presented for payment, but shall have no other duties or responsibilities under this Agreement.

(h) If the Fiscal Agent or any of the Paying Agent changes its specified office, it shall give to the Company and the Fiscal Agent (if applicable), not less than 45 days' written notice to that effect giving the address of the new specified office. As soon as practicable thereafter and in any event at least 30 days prior to such change, the Fiscal Agent shall give to the Noteholders notice of such change and the address of the new specified office in accordance with the Conditions. The Company reserves the right to approve any change in the specified office of any Paying Agent.

(i) Any corporation into which the Fiscal Agent or any Paying Agent for the time being may be merged or converted or any corporation with which such Fiscal Agent or Paying Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which such Fiscal Agent or Paying Agent shall be a party shall, to the extent permitted by applicable law, be the successor Fiscal Agent or Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto. Notice of any such merger, conversion or consolidation shall forthwith be given to the Company and, where appropriate, the Fiscal Agent.

21. Meetings of Noteholders

(a) The provisions of Schedule 4 hereto shall apply to meetings of the Noteholders and shall have effect in the same manner as if set out in this Agreement.

(b) Without prejudice to subclause (a) above, each of the Paying Agents shall, on the request of any Noteholder, issue voting certificates and block voting instructions together, if so required by the Company, with reasonable proof satisfactory to the Company of due execution thereof on behalf of such Paying Agent in accordance with the provisions of Schedule 4 hereto and shall forthwith give notice to the Company in accordance with the said Schedule 4 of any

revocation or amendment of a voting certificate or block voting instruction. Each Paying Agent shall keep a full and complete record of all voting certificates and block voting instructions issued by it and shall not later than 24 hours before the time appointed for holding any meeting or adjourned meeting deposit, at such place as the Fiscal Agent shall designate or approve, full particulars of all voting certificates and block voting instructions issued by it in respect of such meeting or adjourned meeting.

22. Communications

All communications shall be by facsimile or letter delivered by hand or (but only where specifically provided in the Appendix hereto) by telephone. Each communication shall be made to the relevant party at the facsimile number or address or telephone number and, in the case of a communication by facsimile or letter, marked for the attention of, or (in the case of a communication by telephone) made to, the person(s) from time to time specified in writing by that party to the other for the purpose. The initial telephone number, facsimile number and address of, and person(s) so specified by, each party are set out on the signature pages of this Agreement.

A communication shall be deemed received, (if by facsimile) when an acknowledgment of receipt is received, (if by telephone) when made or (if by letter) when delivered, in each case in the manner required by this Clause 22 provided, however, that if a communication is received after business hours it shall be deemed to be received and become effective on the next Business Day. Every communication shall be irrevocable save in respect of any manifest error therein.

23. Taxes

The Company will pay all stamp or other documentary taxes or duties, if any, to which the execution or delivery of this Agreement or the original issuance of the Notes or Coupons may be subject as a result of compliance with the terms of the Subscription Agreement.

24. Descriptive Headings

The descriptive headings in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

25. Amendments

This Agreement, the Notes and the Coupons may be amended by the Company and the Fiscal Agent, without the consent of the Noteholders or the Couponholders so as to modify any of the provisions of this Agreement, the Notes and the Coupons which are of a formal, minor or technical nature in the opinion of the Company or to add any covenant, restriction, condition or provision as the Company shall consider to be for the protection of the Noteholders or is made for the purpose of curing any ambiguity, or correcting or supplementing any provision contained herein or therein which may be defective or inconsistent with any other provision contained herein or therein, or to make

such other provisions in regard to matters or questions arising under this Agreement as shall not adversely affect the interests of the holders of the Notes or Coupons. Any such modification shall be binding on all the Noteholders and the Couponholders, and if the Fiscal Agent so requires, shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 12.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to the principles of conflicts of law. 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 thereby irrevocably accepts and submits to the jurisdiction of each of the aforesaid courts in person, 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. Nothing contained in this Clause 26 shall limit any right to bring any legal action or proceeding in any other court of competent jurisdiction. The Company hereby appoints its New York office as its agent for the service of process in New York.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GENERAL MOTORS CORPORATION

By: /s/ Warren G. Andersen
Name: Warren G. Andersen
Title: Assistant General Counsel
and Assistant Secretary

[Signature Page for GM Euro Fiscal and Paying Agency Agreement]

DEUTSCHE BANK AG LONDON

By: /s/ CA Morris
Name: CA Morris
Title: Vice President

By: /s/ C. Wilson
Name: C. Wilson
Title: Vice President

BANQUE GÉNÉRALE DU LUXEMBOURG S.A.

By: /s/ Jean Marie Moes
Name: Jean Marie Moes
Title: Head of Back-Offices & Securities Handling

By: /s/ Karine Antignac
Name: Karine Antignac
Title: Head of Paying Agency Recovery

[Signature Page for GM Euro Fiscal and Paying Agency Agreement]

SCHEDULE 1

TERMS AND CONDITIONS OF NOTES

*The following are the Terms and Conditions of Notes (sometimes referred to herein as the "Terms and Conditions" or "Conditions') of the Company that (subject to completion and amendment) will be attached to or incorporated by reference into each Global Note and which will be attached to or endorsed upon each Definitive Note.*

This Note is one of the Notes issued subject to, and with the benefit of, the Fiscal and Paying Agency Agreement (as amended from time to time in accordance with its terms, the "Fiscal and Paying Agency Agreement") dated July 3, 2003 and made among General Motors Corporation (the "Company"), Deutsche Bank AG London, as issuing agent and principal Paying Agent (the "Fiscal Agent" which expression shall include any successor as fiscal agent) and Banque Générale du Luxembourg S.A., as Paying Agent (together with the Fiscal Agent, the "Paying Agents" which expression shall include any additional or successor Paying Agents).

The holders for the time being of the Notes (the "Noteholders"), which expression shall, in relation to any Notes be construed to include the holders of the Coupons (as defined below) appertaining to Definitive Notes (the "Couponholders"), are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Fiscal and Paying Agency Agreement, which are binding on them. Words and expressions defined in the Fiscal and Paying Agency Agreement or on the face of this Note shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated. Copies of the Fiscal and Paying Agency Agreement are available from the principal office of the Fiscal Agent and the Paying Agents set out at the end of this Agreement.

**1. Form, Denomination and Title**

Each of the 2013 Notes and 2033 Notes will be represented initially by one or more Temporary Global Notes in bearer form (each a "Temporary Global Note"), without Coupons, which will be deposited on or about July 3, 2003 with a common depositary of Euroclear Bank S.A./N.V. as operator for the Euroclear System ("Euroclear") and Clearstream Banking, societe anonyme ("Clearstream") for credit to certain accounts maintained by Euroclear or Clearstream.

Interests in Temporary Global Notes will be exchangeable for interests in Permanent Global Notes in bearer form (the "Permanent Global Note") without Coupons, not earlier than 40 days after July 3, 2003 (as extended as described below, the "Exchange Date"). The Company may issue further 2013 Notes and 2033 Notes which shall be consolidated and form a single series with the 2013

Notes and 2033 Notes (as applicable), provided, however, that such further Notes may be issued only if they are fungible with the original Notes for United States federal income tax purposes. If any further 2013 Notes and 2033 Notes are issued prior to the originally scheduled Exchange Date, then the Exchange Date may be extended, without

the consent of the applicable Noteholders, to a date being not earlier than 40 days after the issue of such further Notes. In addition, the exchange of a Temporary Global Note for a Permanent Global Note will only be made upon certification that each beneficial owner of an interest in the Temporary Global Note is not a United States person or, if it is a United States person, that either it is a foreign branch of a U.S. financial institution that meets certain requirements or it acquired the 2013 Notes or 2033 Notes through such a foreign branch and continues to hold such 2013 Notes or 2033 Notes through that financial institution and, if it is a financial institution, that it has not acquired such 2013 Notes or 2033 Notes for resale to any United States person or persons in the United States or its possessions. A Permanent Global Note may be exchanged in whole but not in part for definitive Notes, in bearer form with Coupons, in denominations of €1,000, €10,000 and €100,000, either upon request by any holder of an interest in the Permanent Global Notes or in certain other circumstances set out in the Permanent Global Note as further described below. No Definitive Note delivered in exchange for a Permanent Global Note will be mailed or otherwise delivered to any location in the United States in connection with such exchange.

Title to the Notes and the Coupons will pass by delivery. The holder of each Coupon, whether or not such Coupon is attached to a Note, in the holder's capacity as such, shall be subject to and bound by all the provisions contained in the relevant Note. To the extent permitted by law, the Company, the Fiscal Agent and the Paying Agents, as the case may be, shall be entitled to deem and treat the bearer of any Note and the bearer of any Coupon as the absolute owner thereof (notwithstanding any notice to the contrary and whether or not such Note or Coupon shall be overdue and notwithstanding any notice of ownership or writing thereon or any notice of previous loss or theft or trust or other interest therein) for the purpose of making payment and for all other purposes.

**2. Status of the Notes**

The Notes and the Coupons appertaining thereto will be unsecured obligations of the Company and will rank equally with all other unsecured and unsubordinated indebtedness of the Company save for that preferred by mandatory provisions of law.

The Fiscal and Paying Agency Agreement and the Notes do not limit other indebtedness or securities which may be issued by the Company and contain no financial or similar restrictions on the Company.

**3. Interest**

The Notes will bear interest from and including July 3, 2003 to but excluding July 3, 2013 (in the case of the 2013 Notes) and from and including July 3, 2003 to but excluding July 5, 2033 (in the case of the 2033 Notes) at a rate of 7.25 percent per annum, in the case of the 2013 Notes, and 8.375 percent per annum in the case of the 2033 Notes, payable annually in arrears on July 3 (in the case of the 2013 Notes) and July 5 (in the case of the 2033 Notes) in each year the Notes are outstanding. The first payment shall be payable on July 3, 2004 (in the case of the 2013 Notes) and July 5, 2004 (in the case of the 2033 Notes).

Interest will cease to accrue on the Notes on the applicable Maturity Date (as defined below) or on the date the 2013 Notes or the 2033 Notes, as the case may be, are due to be redeemed unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (both before and after judgment) until whichever is the earlier of (i) the day on which all the sums due in respect of the 2013 Notes or 2033 Notes, as the case may be, Notes up to that day are received by or on behalf of the holders of the 2013 Notes or 2033 Notes, as the case may be, and (ii) the day on which the Fiscal Agent has notified the holder thereof (in accordance with Condition 12) of its receipt of all sums due in respect thereof up to that date and that, upon presentation thereof being duly made by the holder of Notes or Coupons, payment will be made, provided that upon presentation thereof being duly made, payment is in fact made.

When interest is required to be calculated in respect of a period of less than a full year, it shall be calculated on the basis of the actual number of days elapsed since the date of issuance of the Notes, or if more recent, the last interest payment date divided by 365 (or if any portion of this period falls in a leap year, the sum of (A) the actual number of days in that portion of the period falling in a leap year divided by 366 and (B) the actual number of days in the portion of the period falling in a non-leap year by 365).

**4. Payments**

Principal of and interest (which term includes any Additional Amounts, as defined herein, unless the context otherwise requires) on the Notes will be payable in Euros against surrender of such Notes or Coupons, as the case may be, at such paying agencies outside the United States and its possessions as the Company may appoint from time to time or, at the option of the holder, by credit or transfer to a designated Euro account maintained by the payee with a bank located outside the United States and its possessions, subject in each case to all applicable laws and regulations. If the date for payment of any amount in respect of any Note or Coupon is not a Business Day in the relevant place, the holder thereof shall not be entitled to payment until the next following Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "Business Day" means a day other than a Saturday or Sunday that is not (a) a day on which banks and foreign exchange markets in London, New York City and the place where such Note or Coupon, as the case may be, is presented for payment to a Paying Agent are generally authorized or obligated by law or executive order to close and (b) not a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer ("TARGET") System is closed. No payment of principal of, or interest on, any Note may be made at any office of the Fiscal Agent or any other Paying Agent maintained by the Company in the United States, nor may payment be made to any address in the United States or by transfer to an account maintained in the United States.

The Company may at any time terminate the appointment of any Paying Agent and appoint additional or other Paying Agents outside the United States and its possessions, provided that, until all outstanding Notes have been cancelled and delivered to the Fiscal Agent, or monies sufficient to pay the principal of and interest on all

outstanding Notes have been made available for payment and either paid or returned to the Company, as the case may be, as provided in the Notes, the Company will maintain a Paying Agent in a European city for payments on Notes or Coupons (which will be Luxembourg so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require). Notice of any such termination or appointment and of any change in the office through which any Paying Agent will act will be given in accordance with Condition 12. The names of the initial Fiscal Agent and the initial Paying Agents and their respective initial offices are set forth at the end of the Fiscal and Paying Agency Agreement.

In case of early redemption, the 2013 Notes or the 2033 Notes (as applicable) should be presented for payment together with all relative unmatured Coupons, failing which the full amount of any such missing unmatured Coupons will be deducted from the sum due for payment. Each amount so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of five years following the due date for payment of such principal on redemption (whether or not such Coupons would have become unenforceable pursuant to Condition 15).

All monies paid by the Company to the Fiscal Agent for the payment of principal of, or interest on, any Note which remains unclaimed at the end of two years after such principal or interest shall have become due and payable, will be repaid to the Company upon the Company's request and the holder of such Note or any Coupon will thereafter look only to the Company for payment thereof.

**5. Redemption**

(a) *Maturity*

The Notes are not redeemable before maturity except as provided under this Condition. The Notes will be redeemed by the Company in full at a redemption price equal to 100 percent of the principal amount of the Notes on July 3, 2013 (in the case of the 2013 Notes) and July 5, 2033 (in the case of the 2033 Notes) (in either case, the "Maturity Date") if they have not been otherwise redeemed as described herein.

(b) *Redemption for Tax Reasons*

If, as the result of any change in or amendment to the laws (including any regulations or rulings promulgated thereunder) of the United States or any political subdivision thereof or therein affecting taxation, including any official proposal for such a change in or amendment to such laws, which became effective after the date of the Offering Circular or which proposal is made after such date, or any change in the official application or interpretation of such laws, including any official proposal for such a change, amendment or change in the application or interpretation of such laws, which change, amendment, application or interpretation is announced or becomes effective after the date of the Offering Circular or which proposal is made after such date, or as the result of any action taken by any taxing authority of the United States which action is taken or becomes generally known after the date of the Offering Circular, or any

commencement of a proceeding in a court of competent jurisdiction in the United States after such date, whether or not such action was taken or such proceeding was brought with respect to the Company, there is, in such case, in the written opinion of independent legal counsel of recognized standing to the Company, a material increase in the probability that the Company has or may become obligated to pay Additional Amounts (as described below in Condition 6), and the Company in its business judgment, determines that such obligation cannot be avoided by the use of reasonable measures available to it, not including assignment of the 2013 Notes or the 2033 Notes, the 2013 Notes and/or the 2033 Notes (as applicable) may be redeemed, as a whole but not in part, at the Company's option at any time thereafter, at a redemption price equal to 100 percent of the principal amount of the 2013 Notes or the 2033 Notes (as applicable) to be redeemed together with (as applicable) accrued and unpaid interest thereon to (but not including) the date fixed for redemption (the "Redemption Price). Before the publication of any notice of redemption of the 2013 Notes or the 2033 Notes (as applicable), pursuant to the foregoing, the Company shall deliver to the Fiscal Agent the opinion of a nationally recognized independent tax advisor to the Company as described above and a certificate setting out facts showing that the conditions precedent to the right of the Company so to redeem have occurred.

(c) *Special Tax Redemption*

If the Company shall determine, based upon an opinion of a nationally recognized independent tax advisor to the Company, that any payment made outside the United States and its possessions by the Company or any of its Paying Agents of principal of or interest on any Note or Coupon would, under any present or future laws or regulations of the United States affecting taxation or otherwise, be subject to any certification, identification, documentation, information or other reporting requirement of any kind with regard to the nationality, residence or identity of a beneficial owner of such Note or of any Coupon who is a Non-U.S. Holder (as defined under Condition 6) (other than such a requirement which can be satisfied by the custodian, nominee or other agent (if any) of the beneficial owner certifying to the effect that such beneficial owner is a Non-U.S. Holder, provided that payment by such custodian, nominee or agent to such beneficial owner is not otherwise subject to any such requirement), the Company shall, at its election, either redeem the 2013 year Notes or 2033 Notes (as applicable) in whole at a redemption price equal to 100 percent of the principal amount of the 2013 year Notes or 2033 Notes (as applicable) together with (as applicable) accrued and unpaid interest to (but not including) the date fixed for redemption, or, if the conditions of the second succeeding paragraph are satisfied, pay the Additional Amounts specified in such paragraph. The Company shall make such determination and election as soon as practicable and publish prompt notice thereof (the "Determination Notice") stating the effective date of such certification, documentation, identification, information or other reporting requirement, whether the Company has elected to redeem the 2013 Notes and/or the 2033 Notes (as applicable) or pay the Additional Amounts specified in the second succeeding paragraph, and (if applicable) the last date by which the redemption of the 2013 year Notes or 2033 Notes (as applicable) must take place, as provided in the next succeeding sentence. If the Company elects to redeem the 2013 Notes or the 2033 Notes (as applicable), such redemption shall take place on such date, not later than one

year after the publication of the Determination Notice, as the Company shall elect by notice to the Fiscal Agent at least 15 days before notice is given to the holders of the 2013 year Notes or 2033 Notes (as applicable) of the date fixed for redemption as described below. Notwithstanding the foregoing, the Company will not so redeem the 2013 year Notes or 2033 Notes if the Company shall subsequently determine, not less than 30 days before the date fixed for redemption, that subsequent payments on the 2013 year Notes or 2033 Notes (as applicable) would not be subject to any such certification, identification, documentation, information or other reporting requirement, in which case the Company shall publish prompt notice of such determination and any earlier redemption notice shall be revoked and of no further effect.

Each notice referred to in the preceding paragraph shall be given in the manner described below under Condition 12.

If, and so long as, the certification, identification, documentation, information or other reporting requirement referred to in the second preceding paragraph would be fully satisfied by payment of a backup withholding tax or similar charge, the Company may elect to pay as Additional Amounts such amounts as may be necessary so that every net payment made outside the United States and its possessions following the effective date of such requirement by the Company or any Paying Agent of principal of, or interest on, any Note or Coupon of which the beneficial owner is a Non-U.S. Holder (but without any requirement that the nationality, residence or identity of such beneficial owner be disclosed to the Company or any Paying Agent or any governmental authority), after deduction or withholding for or on account of such backup withholding tax or similar charge, will not be less than the amount provided for in such Note or Coupon to be then due and payable. However, the Company may elect not to pay such Additional Amounts in respect of any backup withholding tax or similar charge, which (a) would not be applicable to a payment of principal of, or interest on, any Note or Coupon made by the Company or any one of its Paying Agents (i) directly to the beneficial owner or (ii) to a custodian, nominee or other agent of the beneficial owner of such Note if such custodian, nominee or other agent were to certify to the effect that such beneficial owner is a Non-U.S. Holder or (b) is imposed as a result of presentation of such Note or Coupon for payment more than 10 days after the date on which such payment became due and payable or on which payment thereof is duly provided for, whichever occurred later. In the event the Company elects to pay any Additional Amounts pursuant to this paragraph, the Company shall have the right to redeem the 2013 Notes and/or 2033 Notes at any time pursuant to the applicable provisions of the second preceding paragraph, the redemption price of which shall not be reduced for applicable withholding taxes. If the Company elects to pay Additional Amounts pursuant to this paragraph and the condition specified in the first sentence of this paragraph should not be satisfied, then the Company shall redeem the 2013 Notes and/or 2033 Notes pursuant to the applicable provisions of the second preceding paragraph.

(d) *Notice*

Notice of redemption will be given by the Company not less than 30 nor more than 60 days before the date fixed for redemption, which date and the applicable

redemption price will be specified in the notice. Such notice shall be published in accordance with Condition 12 below. Notice having been so given, the 2013 Notes and/or 2033 Notes (as applicable) shall become due and payable on the redemption date upon presentation and surrender thereof (together with all Coupons, if any, maturing subsequent to the redemption date) and will be paid at the redemption price, at the offices or agencies in Luxembourg and in the manner specified therein. Notes shall be presented for redemption accompanied by all unmatured Coupons, if any, failing which the amount of the missing unmatured Coupons will be deducted from the sum due for payment. Any amount of payment so deducted will be paid in the manner mentioned above in Condition 4 against surrender of the related missing Coupons within the period of time set forth in Condition 15.

All unpaid interest installments represented by Coupons which shall have matured on or prior to the date of redemption specified in such notice shall continue to be payable to the holders of such Coupons, and the amount payable to the holders of Notes presented for redemption shall not include such unpaid installments of interest (and any Additional Amounts with respect thereto), unless Coupons representing such installments shall accompany the Notes presented for redemption. From and after the redemption date, if monies for the redemption of all the 2013 Notes or the 2033 Notes (as applicable) shall have been made available as provided herein for redemption on the redemption date, such Notes shall cease to bear interest, the Coupons appertaining thereto maturing subsequent to the redemption date shall be void and the only right of the holders of Notes and Coupons appertaining thereto shall be to receive payment of the applicable redemption price, and all unpaid interest installments represented by Coupons which shall have matured on or prior to the date of redemption, in accordance with the terms hereof. If any Note called for redemption by the Company shall not be so paid upon surrender thereof for redemption, the principal and interest of such Note shall, until paid pursuant to Condition 4 hereof, bear interest from the redemption date at the rate borne by the 2013 Notes or the 2033 Notes, as the case may be.

(e) *Purchase by Company and Subsidiaries*

The Company or any of its subsidiaries may at any time purchase or otherwise acquire Notes in the open market or otherwise. Notes purchased or otherwise acquired by the Company or any of it subsidiaries may be held or, at the discretion of the Company, surrendered to the Fiscal Agent for cancellation (together with (in the case of Definitive Notes) any unmatured Coupons attached thereto or purchased therewith). The Company may not resell or reissue those Notes purchased or otherwise acquired.

**6. Payment of Additional Amounts**

The Company will pay to the holder of any Note or any Coupon who is a Non-U.S. Holder (as defined below) such additional amounts (the "Additional Amounts") as may be necessary in order that every net payment in respect of the principal of, premium, if any, or interest, if any, on such Note or Coupon, after deduction or withholding by the Company or any Paying Agent for or on account of any present or future tax, assessment or governmental charge imposed upon or as a result of such payment by the United States

or any political subdivision or taxing authority thereof or therein, will not be less than the amount provided for in such Note or in such Coupon to be then due and payable before any such deduction or withholding for or on account of any such tax, assessment or governmental charge; provided, however, that the foregoing obligation to pay Additional Amounts shall not apply to:

(a) any tax, assessment or other governmental charge which would not have been so imposed but for (i) the existence of any present or former connection between such holder (or a fiduciary, settlor, beneficiary, member, or shareholder of, or holder of a power over, such holder, if such holder is an estate, trust, partnership or corporation) and the United States, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, member, shareholder of, or holder of a power) being or having been a citizen or resident or treated as a resident thereof or being or having been engaged in a trade or business therein or being or having been present therein or having or having had a permanent establishment therein, or (ii) such holder's present or former status as a personal holding company or foreign personal holding company or controlled foreign corporation or passive foreign investment company for United States federal income tax purposes or corporation which accumulates earnings to avoid United States federal income tax;

(b) any tax, assessment or other governmental charge which would not have been so imposed but for the presentation by the holder of such Note or Coupon for payment on a date more than 10 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(c) any estate, inheritance, gift, sales, transfer, personal property or excise tax or any similar tax, assessment or governmental charge;

(d) any tax, assessment or other governmental charge which is payable otherwise than by withholding from payments in respect of principal of, premium, if any, or interest, if any, on any Note or Coupon;

(e) any tax, assessment or other governmental charge imposed on interest received by a holder or beneficial owner of a Note or Coupon who actually or constructively owns 10% or more of the total combined voting power of all classes of stock of the Company entitled to vote within the meaning of Section 871(h)(3) of the Code;

(f) any tax, assessment or other governmental charge imposed as a result of the failure to comply with (i) certification, information, documentation, reporting or other similar requirements concerning the nationality, residence, identity or connection with the United States of the holder or beneficial owner of the Note or Coupon, if such compliance is required by statute, or by regulation of the United States Treasury Department, as a precondition to relief or exemption from such tax, assessment or other governmental charge (including backup withholding) or (ii) any other certification, information, documentation, reporting or other similar requirements under United States income tax laws or regulations that would establish entitlement to otherwise applicable relief or exemption from such tax, assessment or other governmental charge;

(g) any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of the principal of, premium, if any, or interest, if any, on any Note or Coupon, if such payment can be made without such withholding by at least one other Paying Agent;

(h) Any Note or Coupon where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN (European Union's Economic and Finance Ministers) Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive;

(i) any Note or Coupon presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union; or

(j) any combination of items (a), (b), (c), (d), (e), (f), (g), (h) or (i);

nor will Additional Amounts be paid to any holder who is a fiduciary or partnership or other than the sole beneficial owner of the Note or Coupon to the extent a settlor or beneficiary with respect to such fiduciary or a member of such partnership or a beneficial owner of the Note or Coupon would not have been entitled to payment of the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder of the Note or Coupon. The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided by this Condition 6 and the paragraph entitled "Special Tax Redemption" in Condition 5, the Company will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used in this Condition 6 and under the paragraph entitled "Special Tax Redemption" in Condition 5, the term "United States" means the United States of America (including the states and the District of Columbia) and its territories, possessions and other areas subject to its jurisdiction; and the term "Non-U.S. Holder" means a person that is for United States federal income tax purposes, a (i) non resident alien individual, (ii) foreign corporation, (iii) non resident alien fiduciary of a foreign estate or trust, or (iv) a foreign partnership one or more members of which is, for United States federal income tax purposes, a non resident individual, a foreign corporation or a non resident alien fiduciary of a foreign estate or trust.

**7. Certain Covenants**

(a) *Limitation on Liens*. The Company will not, and will not permit any Manufacturing Subsidiary to, issue or assume any Debt secured by a Mortgage upon any

Principal Domestic Manufacturing Property of the Company or any Manufacturing Subsidiary or upon any shares of stock or indebtedness of any Manufacturing Subsidiary (whether such Principal Domestic Manufacturing Property, shares of stock or indebtedness are now owned or hereafter acquired) without in any such case effectively providing concurrently with the issuance or assumption of any such Debt that the Notes (together with, if the Company shall so determine, any other indebtedness of the Company or such Manufacturing Subsidiary ranking equally with the 2013 Notes and the 2033 Notes as then existing or thereafter created) shall be secured equally and ratably with such Debt, unless the aggregate amount of Debt issued or assumed and so secured by Mortgages, together with all other Debt of the Company and its Manufacturing Subsidiaries which (if originally issued or assumed at such time) would otherwise be subject to the foregoing restrictions, but not including Debt permitted to be secured under clauses (i) through (vi) of the immediately following paragraph, does not at the time exceed 20% of the stockholders' equity of the Company and its consolidated subsidiaries, as determined in accordance with generally accepted accounting principles in the U.S. and shown on the audited consolidated balance sheet contained in the latest published annual report to stockholders of the Company.

The above restrictions shall not apply to Debt secured by:

(i) Mortgages on property, shares of stock or indebtedness of any corporation existing at the time such corporation becomes a Manufacturing Subsidiary;

(ii) Mortgages on property existing at the time of acquisition of such property by the Company or a Manufacturing Subsidiary, or Mortgages to secure the payment of all or any part of the purchase price of such property upon the acquisition of such property by the Company or a Manufacturing Subsidiary or to secure any Debt incurred prior to, at the time of, or within 180 days after, the later of the date of acquisition of such property and the date such property is placed in service, for the purpose of financing all or any part of the purchase price thereof, or Mortgages to secure any Debt incurred for the purpose of financing the cost to the Company or a Manufacturing Subsidiary of improvements to such acquired property;

(iii) Mortgages securing Debt of a Manufacturing Subsidiary owing to the Company or to another Subsidiary;

(iv) Mortgages on property of a corporation existing at the time such corporation is merged or consolidated with the Company or a Manufacturing Subsidiary or at the time of a sale, lease or other disposition of the properties of a corporation as an entirety or substantially as an entirety to the Company or a Manufacturing Subsidiary;

(v) Mortgages on property of the Company or a Manufacturing Subsidiary in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country, or any political subdivision thereof, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Mortgages; or

(vi) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Mortgage referred to in the foregoing clauses (i) to (v); provided, however, that the principal amount of Debt secured thereby shall not exceed by more than 115% the principal amount of Debt so secured at the time of such extension, renewal or replacement and that such extension, renewal or replacement shall be limited to all or a part of the property which secured the Mortgage so extended, renewed or replaced (plus improvements on such property).

(b) *Limitation on Sale and Lease-backs*. The Company will not, and will not permit any Manufacturing Subsidiary to, enter into any arrangement with any person providing for the leasing by the Company or any Manufacturing Subsidiary of any Principal Domestic Manufacturing Property owned by the Company or any Manufacturing Subsidiary on the date that the Notes are originally issued (except for temporary leases for a term of not more than five years and except for leases between the Company and a Manufacturing Subsidiary or between Manufacturing Subsidiaries), which property has been or is to be sold or transferred by the Company or such Manufacturing Subsidiary to such person, unless either:

(i) the Company or such Manufacturing Subsidiary would be entitled, pursuant to the provisions of the covenant on limitation on liens set forth above, to issue, assume, extend, renew or replace Debt secured by a Mortgage upon such property equal in amount to the Attributable Debt in respect of such arrangement without equally and ratably securing the 2013 Notes and 2033 Notes; provided, however, that from and after the date on which such arrangement becomes effective the Attributable Debt in respect of such arrangement shall be deemed for all purposes under the covenant on limitation on liens set forth above and this covenant on limitation on sale and lease-back to be Debt subject to the provisions of the covenant on limitation on liens described above (which provisions include the exceptions set forth in clauses (i) through (vi) of such covenant); or

(ii) the Company shall apply an amount in cash equal to the Attributable Debt in respect of such arrangement to the retirement (other than any mandatory retirement or by way of payment at maturity), within 180 days of the effective date of any such arrangement, of Debt of the Company or any Manufacturing Subsidiary (other than Debt owned by the Company or any Manufacturing Subsidiary) which by its terms matures at or is extendible or renewable at the option of the obligor to a date more than twelve months after the date of the creation of such Debt.

For purposes of the foregoing, the following definitions shall apply:

(i) “Attributable Debt” means, at the time of determination as to any lease, the present value (discounted at the actual rate, if stated, or, if no rate is stated, the implicit rate of interest of such lease transaction as determined by the chairman,

president, any vice chairman, any vice president, the treasurer or any assistant treasurer of the Company), calculated using the interval of scheduled rental payments under such lease, of the obligation of the lessee for net rental payments during the remaining term of such lease (excluding any subsequent renewal or other extension options held by the lessee). The term "net rental payments" means, with respect to any lease for any period, the sum of the rental and other payments required to be paid in such period by the lessee thereunder, but not including, however, any amounts required to be paid by such lessee (whether or not designated as rental or additional rental) on account of maintenance and repairs, insurance, taxes, assessments, water rates, indemnities or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, earnings or profits or of maintenance and repairs, insurance, taxes, assessments, water rates, indemnities or similar charges; provided, however, that, in the case of any lease which is terminable by the lessee upon the payment of a penalty in an amount which is less than the total discounted net rental payments required to be paid from the later of the first date upon which such lease may be so terminated and the date of the determination of net rental payments, "net rental payments" shall include the then current amount of such penalty from the later of such two dates, and shall exclude the rental payments relating to the remaining period of the lease commencing with the later of such two dates.

(ii) "Debt" means notes, bonds, debentures or other similar evidences of indebtedness for money borrowed.

(iii) "Manufacturing Subsidiary" means any Subsidiary (A) substantially all the property of which is located within the continental United States of America, (B) which owns a Principal Domestic Manufacturing Property and (C) in which the Company's investment, direct or indirect and whether in the form of equity, debt, advances or otherwise, is in excess of $2,500,000,000 as shown on the Company's books as of the end of the fiscal year immediately preceding the date of determination; provided, however, that "Manufacturing Subsidiary" shall not include Hughes Electronics Corporation and its Subsidiaries, General Motors Acceptance Corporation and its Subsidiaries (or any corporate successor of any of them) or any other Subsidiary which is principally engaged in leasing or in financing installment receivables or otherwise providing financial or insurance services to the Company or others or which is principally engaged in financing the Company's operations outside the continental United States of America.

(iv) "Mortgage" means any mortgage, pledge, lien, security interest, conditional sale or other title retention agreement or other similar encumbrance.

(v) "Principal Domestic Manufacturing Property" means any manufacturing plant or facility owned by the Company or any Manufacturing Subsidiary which is located within the continental United States of America and, in the opinion of the Company's Board of Directors, is of material importance to the total business conducted by the Company and its consolidated affiliates as an entity.

(vi) “Subsidiary” means any corporation of which at least a majority of the outstanding stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by the Company, or by one or more Subsidiaries, or by the Company and one or more Subsidiaries.

**8. Events of Default**

In case one or more of the following events (“Events of Default”) shall have occurred and be continuing:

(a) default in the payment of the principal of the 2013 Notes or the 2033 Notes as and when the same shall become due and payable either at maturity, upon redemption, by declaration or otherwise; or

(b) default in the payment of any installment of interest or in the payment of any Additional Amounts upon the 2013 Notes or the 2033 Notes as and when the same shall become due, and continuance of such default for a period of thirty days; or

(c) failure on the part of the Company duly to observe or perform any other of the covenants or agreements on the part of the Company applicable to the 2013 Notes or the 2033 Notes or contained in the Fiscal and Paying Agency Agreement and the Conditions for a period of ninety days after the date on which written notice of such failure, requiring the Company to remedy the same, shall have been given to the Company by the Fiscal Agent, or to the Company and the Fiscal Agent by the holders of at least 25 percent in aggregate principal amount of the 2013 Notes or the 2033 Notes at the time outstanding (as applicable); or

(d) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of ninety days; or

(e) the Company shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Company or for any substantial part of its property, or shall make any general assignment for the benefit of creditors;

then if an Event of Default described in clause (a), (b) or (c) shall have occurred and be continuing, and in each and every such case, unless the principal amount of all the 2013 Notes or the 2033 Notes, as the case may be, shall have already become due and payable,

the holders of not less than 25 percent in aggregate principal amount of the 2013 Notes or the 2033 Notes affected thereby then outstanding (as applicable) hereunder, by notice in writing to the Company and the Fiscal Agent, may declare the principal amount of the 2013 Notes or the 2033 Notes (as applicable) affected thereby to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, any provision of the Fiscal and Paying Agency Agreement or the Notes contained to the contrary notwithstanding, or, if an Event of Default described in clause (d) or (e) shall have occurred and be continuing, and in each and every such case, the holders of not less than 25 percent in aggregate principal amount of the 2013 Notes or the 2033 Notes then outstanding (as applicable)), by notice in writing to the Company and the Fiscal Agent, may declare the principal of the 2013 Notes or the 2033 Notes (as applicable) to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, any provision in the Fiscal and Paying Agency Agreement or in the Notes to the contrary notwithstanding. The foregoing provisions, however, are subject to the conditions that if, at any time after the principal of the 2013 Notes or the 2033 Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, the Company shall pay or shall deposit with the Fiscal Agent a sum sufficient to pay all matured installments of interest, if any, and all Additional Amounts, if any, due upon the 2013 Notes or the 2033 Notes (as applicable) and the principal of the 2013 Notes or the 2033 Notes (as applicable) which shall have become due otherwise than by acceleration (with interest, if any, upon such principal and, to the extent that payment of such interest is enforceable under applicable law, on overdue installments of interest and Additional Amounts, if any, at the same rate as the rate of interest specified in the 2013 Notes or the 2033 Notes, as the case may be, to the date of such payment or deposit), and such amount as shall be payable to the Fiscal Agent pursuant to the Fiscal and Paying Agency Agreement, and any and all defaults under the Fiscal and Paying Agency Agreement shall have been remedied, then and in every such case the holders of a majority in aggregate principal amount of the 2013 Notes or the 2033 Notes (as applicable) then outstanding, by written notice to the Company and to the Fiscal Agent, may waive all defaults with respect to the 2013 Notes or the 2033 Notes (as applicable) and rescind and annul such declaration and its consequences; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereon.

In case the Fiscal Agent shall have proceeded to enforce any right under the Fiscal and Paying Agency Agreement and such proceedings shall have been discontinued or abandoned because of such recession and annulment or for any other reason or shall have been determined adversely to the Fiscal Agent, then and in every such case the Company, the Fiscal Agent and the holders of the 2013 Notes or the 2033 Notes, as the case may be, shall be restored respectively to their former positions and rights hereunder, and all rights, remedies and powers of the Company, the Fiscal Agent and the holders of the 2013 Notes or the 2033 Notes, as the case may be, shall continue as though no such proceedings had been taken.

**9. Fiscal and Paying Agents**

The Fiscal Agent and each of the Paying Agents will act solely as agents of the Company and will not assume any obligations or relationships of agency or trust towards or with any Noteholder or Couponholder, except that any funds received by the Fiscal Agent for the payment of any sums due in respect of the Notes and the Coupons relating thereto shall be held by it in trust for the relevant Noteholders and Couponholders (as the case may be) until the expiration of the relevant period under Condition 4. The Fiscal and Paying Agency Agreement contains provisions for the indemnification of the Fiscal Agent and for its relief from responsibility in certain circumstances.

**10. Consolidation, Merger or Sale of Assets**

The Company covenants that it will not merge or consolidate with any other corporation or sell or convey all or substantially all of its assets to any person, firm or corporation, unless (i) either the Company shall be the continuing corporation, or the successor corporation (if other than the Company) shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such corporation shall expressly assume the due and punctual payment of the principal of interest, and Additional Amounts, if any, on the Notes, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Fiscal and Paying Agency Agreement to be performed by the Company, in an instrument executed and delivered to the Fiscal Agent by such corporation and (ii) the Company or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance of any such covenant or condition.

In case of any such consolidation, merger, sale or conveyance and upon any such assumption by the successor corporation, such successor corporation shall succeed to and be substituted for the Company, with the same effect as if it had been named in the Fiscal and Paying Agency Agreement.

The Fiscal Agent may receive an opinion of counsel (which counsel may be an employee of or counsel to the Company, or who may be other counsel acceptable to the Fiscal Agent) as conclusive evidence that any such consolidation, merger, sale or conveyance, and any such assumption, complies with the provisions of this Condition 10.

**11. Meetings of Noteholders and Modification**

The Fiscal and Paying Agency Agreement contains provisions for convening meetings of Noteholders to consider matters affecting their interests including modifications by Extraordinary Resolution with respect to the 2013 Notes or the 2033 Notes of the Terms and Conditions of the Notes, the Coupons and the Fiscal and Paying Agency Agreement. The quorum at any such meeting for passing a resolution proposed as an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the 2013 Notes or the 2033 Notes (as applicable) for the time being outstanding, except that at any meeting, the business of which includes,

inter alia, (i) modification of the Maturity Date of the 2013 Notes or the 2033 Notes or reduction or cancellation of the principal amount payable upon maturity, (ii) reduction of the amount payable or modification of the payment date in respect of any interest on the 2013 Notes or 2033 Notes, (iii) modification of the currency in which payments under the Notes and/or Coupons are to be made, (iv) modification of the majority required to pass an Extraordinary Resolution or (v) modification of the provisions of the Fiscal and Paying Agency Agreement concerning this exception, the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned meeting not less than a clear majority, in principal amount of the 2013 Notes or the 2033 Notes (as applicable) for the time being outstanding. Any resolution duly passed at any such meeting shall be binding on all Noteholders (whether or not they were present at such meeting) and on all Couponholders.

The Fiscal Agent may agree with the Company, without the consent of the Noteholders or Couponholders, to any modification to any of the provisions of the Fiscal and Paying Agency Agreement, the Notes or the Coupons which is of a formal, minor or technical nature in the opinion of the Company or to add any covenant, restriction, condition or provision as the Company shall consider to be for the protection of the Noteholders or is made for the purpose of curing any ambiguity, or correcting or supplementing any provision contained therein which may be defective or inconsistent with any other provision contained therein, or to make such other provisions in regard to matters or questions arising under the Fiscal and Paying Agency Agreement as shall not adversely affect the interests of the holders of the Notes or Coupons. Any such modification shall be binding on all the Noteholders and Couponholders, and, if the Fiscal Agent so requires, shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 12.

**12. Notices**

Notices to Note holders will be given by publication in a daily morning newspaper in the English language of general circulation in London, England. In addition, so long as the 2013 Notes and 2033 Notes are listed on the Luxembourg Stock Exchange and the rules of such Exchange shall so require, notices to holders of the 2013 Notes or 2033 Notes (as applicable) will be given by publication in a daily newspaper of general circulation in Luxembourg. The terms **"daily morning newspaper"** and **"daily newspaper"** shall be deemed to mean a newspaper customarily published on each Business Day (as defined under Condition 4) (in morning editions, in the case of "daily morning newspaper"), whether or not it shall be published in Saturday, Sunday, or holiday editions. If, by reason of the temporary or permanent suspension of publication of any newspaper, or by reason of any other cause, it shall be impossible to make publication of such notice in a daily morning newspaper in the English language of general circulation in London, England and Luxembourg, then such publication or other notice in lieu thereof as shall be made by the Fiscal Agent shall constitute sufficient publication of such notice, if such publication or other notice shall be in an English language newspaper with general circulation in Europe and, so far as may be possible, shall approximate the terms and conditions of the publication in lieu of which it is given.

In addition, any notice shall be published in a manner which complies with the rules and regulations of the Luxembourg Stock Exchange. Such publication is expected to be made in the *Financial Times* and the *Luxemburger Wort*. Such notice shall be deemed to have been given on the date of publication, or, if published on more than one date, on the date of first publication.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with the relevant Note or Notes, with the Fiscal Agent. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given Noteholders in accordance with this Condition 12.

**13. Replacement of Notes and Coupons**

Notes (including any Coupons appertaining to the Notes) that become mutilated, defaced, destroyed, stolen or lost will be replaced by the Company at the expense of the holder upon delivery to the Fiscal Agent (the "Replacement Agent") of such Notes and Coupons or evidence of the loss, theft or destruction thereof satisfactory to the Company and the Replacement Agent. In the case of a mutilated, defaced, destroyed, stolen or lost Note or Coupon, an indemnity and/or security satisfactory to the Replacement Agent and the Company may be required at the expense of the holder of such Note or Coupon before a replacement Note or Coupon, as the case may be, will be issued.

**14. Further Issues**

The Company from time to time without the consent of the holder of any Note or Coupon, to create and issue further 2013 Notes and/or 2033 Notes ranking equally in all respects and on the same terms and conditions in all respects (or in all respects save for the date and amount of the first payment of interest thereon) as so that such issue shall be consolidated and form a single series with the 2013 Notes or the 2033 Notes (as applicable) for all purposes, provided, however, that such further Notes may be issued only if they are fungible with the original Notes for United States federal income tax purposes.

**15. Prescription**

The Notes and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in this Condition 15).

The "Relevant Date" in respect of any payment means (in the case of Notes) the due date for payment and (in the case of Coupons) the date for payment shown on the Coupons.

**16. Governing Law**

The Fiscal and Paying Agency Agreement, the Notes (including the Terms and Conditions of Notes) and the coupons will be governed by, and construed in accordance with, the laws of the State of New York, United States of America, without giving effect to the principles of conflicts of law.

The Company irrevocably agrees that any legal action or proceeding against them arising out of or in connection with the Notes or the Coupons may be brought in any federal or New York State court sitting in the Borough of Manhattan, and, the Company irrevocably waives, to the fullest extent permitted by law, any objection it may 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.

SCHEDULE 2

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE
REPRESENTED BY THE GLOBAL NOTES

*The following is a summary of certain additional provisions to be contained in the Temporary Global Note and the Permanent Global Note (together, the "Global Notes"), with respect to each of the 2013 Notes and the 2033 Notes, which will apply to, and to the extent that they are inconsistent with modify, the terms and conditions of the Notes set forth under "Terms and Conditions of the Notes".*

**1. EXCHANGE**

The Temporary Global Note is exchangeable in whole or in part (free of charge to the holder) for interests in the Permanent Global Note not earlier than 40 days after the Closing Date (the "Exchange Date") upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global Note. The Company may issue further 2013 Notes and 2033 Notes which shall be consolidated and form a single series with the 2013 Notes or 2033 Notes, as the case may be. If any further Notes are issued prior to the originally scheduled Exchange Date then the Exchange Date may be extended, without the consent of the Noteholders, to a date being not earlier than 40 days after the issue of such further Notes. The Permanent Global Note will be exchangeable in whole but not in part (free of charge to the holder) for Definitive Notes in bearer form, with Coupons, if:

(a) any holder of an interest in the Permanent Global Notes requests such exchange upon 45 days written notice; or

(b) an event of default (as set out in Condition 8 above) has occurred and is continuing; or

(c) the Company has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available; or

(d) the Company has or will become subject to adverse tax consequences which would not be suffered were the Notes in definitive form.

The occurrence of the circumstances described in (a), (b), (c) or (d) above is referred to herein as an "Exchange Event". In the case of (a) or (b) above, the holder of the Permanent Global Note, acting on the instructions of one or more of the Accountholders (as defined below), may give notice to the Company and the Fiscal Agent and, in the case of (d) above, the Company may give notice to the Fiscal Agent of its intention to exchange the Permanent Global Note for Definitive Notes on or after the Definitive Exchange Date (as defined below).

On or after the Definitive Exchange Date the holder of the Permanent Global Note may or, in the case of (d) above, shall surrender the Permanent Global Note to or to the order of the Fiscal Agent. In exchange for the Permanent Global Note the Company will deliver, or procure the delivery of, an equal aggregate principal amount of Definitive Notes (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Note), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Fiscal and Paying Agency Agreement. On exchange of the Permanent Global Note, the Fiscal Agent will ensure that it is cancelled and, if the Company so requests, returned to the Company. No Definitive Note delivered in exchange for a Permanent Global Note will be mailed or otherwise delivered to any location in the United States in connection with such exchange.

Transfers of the Notes while represented by the Global Notes will be effected in accordance with the rules and regulations of Euroclear and Clearstream.

"Definitive Exchange Date" means a day specified in the notice requiring exchange falling not less than 45 days after that on which such notice is given, being a day on which banks are open for business in the place in which the specified office of the Fiscal Agent is located and, except in the case of exchange pursuant to (b) above, in the place in which the relevant clearing system is located.

**2. PAYMENTS**

On and after the Exchange Date, no payment will be made on the Temporary Global Note unless exchange for an interest in the Permanent Global Note is improperly withheld or refused. Payments of principal and interest in respect of Notes represented by a Global Note will, subject as set out below, be made against presentation outside the United States for endorsement and, if no further payment is to be made in respect of the Notes, surrender of such Global Note to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment made will be endorsed on the appropriate part of the schedule to the relevant Global Note by or on behalf of the Fiscal Agent, which endorsement shall be prima facie evidence that such payment has been made in respect of the Notes. Payments of interest on the Temporary Global Note (if permitted by the first sentence of this paragraph) will be made upon certification as to non-U.S. beneficial ownership (as described in Condition 1 above) unless such certification has already been made.

**3. NOTICES**

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream (as the case may be) for communication to the relative Accountholders rather than by publication as required by Condition 12, provided that, so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, notices to Noteholders will be given by publication in a daily

newspaper of general circulation in Luxembourg. Such publication is expected to be made in the Luxemburger Wort. In addition, any notice shall be published in a manner which complies with the rules and regulations of the Luxembourg Stock Exchange. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which such notice is delivered to Euroclear and/or Clearstream (as the case may be) as aforesaid.

**4. ACCOUNTHOLDERS**

For so long as all of the Notes are represented by one of the Global Notes and such Global Note is held on behalf of Euroclear and/or Clearstream, each person who is for the time being shown in the records of Euroclear or Clearstream as the holder of a particular principal amount of such Notes (each an "Accountholder") (in which regard any certificate or other document issued by Euroclear or Clearstream, as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Notes for all purposes (including for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Noteholders) other than with respect to the payment of principal and interest on such Notes, the right to which shall be vested, as against the Company solely in the bearer of the relevant Global Note in accordance with the subject to its terms. Each Accountholder must look solely to Euroclear or Clearstream (as the case may be) for its share of each payment made to the bearer of the relevant Global Note.

**5. PRESCRIPTION**

Claims against the Company in respect of principal and interest on the Notes represented by a Global Note will be prescribed after 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined in Condition 15).

**6. CANCELLATION**

Cancellation of any Note represented by a Global Note and required by the Terms and Conditions of the Notes to be cancelled following its redemption or purchase will be effected by endorsement by or on behalf of the Fiscal Agent of the reduction in the principal amount of the relevant Global Note on the relevant part of the schedule thereto.

**7. EUROCLEAR AND CLEARSTREAM**

References herein to Euroclear and Clearstream shall be deemed to include references to any other clearing system through which interests in the Notes are held.

SCHEDULE 3

FORMS OF GLOBAL AND DEFINITIVE NOTES AND COUPONS,

PART I
FORM OF TEMPORARY GLOBAL NOTE

Common Code No.:
ISIN No.:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS POSSESSIONS, ITS TERRITORIES OR OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "UNITED STATES") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY CITIZEN OR RESIDENT OF THE UNITED STATES, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OR ANY POLITICAL SUBDIVISION THEREOF OR THEREIN, AN ESTATE THE INCOME OF WHICH IS SUBJECT TO UNITED STATES FEDERAL INCOME TAXATION REGARDLESS OF ITS SOURCE OR A TRUST IF BOTH A COURT WITHIN THE UNITED STATES IS ABLE TO EXERCISE PRIMARY SUPERVISION OVER ITS ADMINISTRATION AND ONE OR MORE UNITED STATES PERSONS HAVE THE AUTHORITY TO CONTROL ALL OF ITS SUBSTANTIAL DECISIONS OR A TRUST THAT HAS MADE A VALID ELECTION TO BE TREATED AS A DOMESTIC TRUST FOR UNITED STATES FEDERAL INCOME TAX PURPOSES ("UNITED STATES PERSONS");PROVIDED,HOWEVER, THAT THE TERM "UNITED STATES PERSON" SHALL NOT INCLUDE A BRANCH OR AGENCY OF A UNITED STATES BANK OR INSURANCE COMPANY THAT IS OPERATING OUTSIDE THE UNITED STATES FOR VALID BUSINESS REASONS AS A LOCALLY REGULATED BRANCH OR INSURANCE BUSINESS AND NOT SOLELY FOR THE PURPOSE OF INVESTING IN SECURITIES NOT REGISTERED UNDER THE SECURITIES ACT.

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTION 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

THIS NOTE IS A TEMPORARY GLOBAL NOTE WITHOUT COUPONS, EXCHANGEABLE FOR A PERMANENT GLOBAL NOTE WITHOUT COUPONS AT THE MAIN OFFICE OF THE FISCAL AGENT (AS DEFINED HEREIN) IN LONDON. THE RIGHTS ATTACHING TO THIS TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR A PERMANENT GLOBAL NOTE, ARE AS SPECIFIED IN THE FISCAL AND PAYING AGENCY AGREEMENT (AS DEFINED HEREIN).

NEITHER THE HOLDER NOR THE BENEFICIAL OWNERS OF THIS GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF INTEREST HEREON EXCEPT PURSUANT TO THE PROVISIONS HEREOF.

GENERAL MOTORS CORPORATION
(incorporated in the State of Delaware, United States of America)

TEMPORARY GLOBAL NOTE
representing

€

% NOTES DUE

This Note is a Temporary Global Note in respect of a duly authorized issue of % Notes Due [date of maturity] (the "Notes") of General Motors Corporation (the "Company"), limited to the aggregate principal amount of Euros (€ ).

This Temporary Global Note is issued subject to, and with the benefit of, the Conditions and a Fiscal and Paying Agency Agreement (as amended from time to time in accordance with its terms, the "Fiscal and Paying Agency Agreement") dated July 3, 2003 and made among the Company, Deutsche Bank AG London (the "Fiscal Agent") and the Paying Agent named therein (the "Paying Agents").

References herein to the Conditions shall be to the Terms and Conditions of Notes as set out in the relevant part of Schedule 1 and 2 to the Fiscal and Paying Agency Agreement as amended by the information set forth on the face of this Note and, in the event of any conflict between the provisions of the Conditions and the information set forth on the face of this Note, the latter will prevail.

For value received, the Company, subject to and in accordance with the Conditions, promises to pay to the bearer hereof on the [Maturity Date], or on such earlier date as the Notes may become due and repayable in accordance with the Conditions, the principal sum of Euros (€ ) and to pay interest annually on [ ] of each year from the date of issuance or the later date to which interest has been paid or provided for at the rate of [ ]% per annum in arrears on the principal amount of the Notes represented by this Temporary Global Note calculated and payable as provided in the Conditions together with any such sums payable under the Conditions, upon presentation and, at maturity, surrender of this Temporary Global Note at the offices of the Fiscal Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, England or at the offices of any of the Paying Agent located outside the United States from time to time appointed by the Company in respect of the Notes, but in each case subject to the requirements as to certification provided herein. On any payment of interest being made details of such payment shall be entered by or on behalf of the Company in Schedule One hereto and the relevant space in Schedule One hereto recording such payment shall be signed by or on behalf of the Company.

Prior to the Exchange Date (as defined below), payments of interest on this Temporary Global Note will only be made to the bearer hereof to the extent that there is presented to the Fiscal Agent by Clearstream or Euroclear S.A./N.V., as operator of the Euroclear System a certificate, substantially in the form set out in Schedule Three hereto, to the effect that it has received from or in respect of a person entitled to a particular

principal amount of the Notes (as shown by its records) a certificate from such person in or substantially in the form of Certificate "A" as set out in Schedule Three hereto. After the Exchange Date the holder of this Temporary Global Note will not be entitled to receive any payment of interest or principal hereon.

On or after the date (as extended, as described in the Offering Circular, the "Exchange Date") which is not earlier than 40 days after the Closing Date, this Temporary Global Note may be exchanged in whole or in part (free of charge) for a Permanent Global Note in the form set out in Part II of Schedule 3 to the Fiscal and Paying Agency Agreement, upon presentation of this Temporary Global Note by the bearer hereof at the offices in London of the Fiscal Agent (or at such other place outside the United States as the Fiscal Agent may agree). The Permanent Global Note shall be so issued and delivered in exchange for only that portion of this Temporary Global Note in respect of which there shall have been presented to the Fiscal Agent by Euroclear or Clearstream a certificate, substantially in the form set out in Schedule Three hereto, to the effect that it has received from or in respect of a person entitled to a particular principal amount of the Notes (as shown by its records) a certificate from such person in or substantially in the form of Certificate "A" as set out in Schedule Three hereto. After the Exchange Date the holder of this Temporary Global Note will not be entitled to receive any payment of interest hereon.

On an exchange of the whole of this Temporary Global Note, this Temporary Global Note shall be surrendered to the Fiscal Agent. On an exchange of part only of this Temporary Global Note, details of such exchange shall be entered by or on behalf of the Company in Schedule Two hereto and the relevant space in Schedule Two hereto recording such exchange shall be signed by or on behalf of the Company. If, following the issue of a Permanent Global Note in exchange for some of the Notes represented by this Temporary Global Note, further Notes represented by this Temporary Global Note are to be exchanged pursuant to this paragraph, such exchange may be effected, without the issue of a new Permanent Global Note, by the Company or its Fiscal Agent endorsing Schedule Two of the Permanent Global Note previously issued to reflect an increase in the aggregate principal amount of such Permanent Global Note by an amount equal to the aggregate principal amount of the Permanent Global Note which would otherwise have been issued on such exchange.

Notwithstanding the foregoing, where this Temporary Global Note has been exchanged in part for the Permanent Global Note pursuant to the terms hereof and Definitive Notes and Coupons have been issued in exchange for the total amount of Notes represented by the Permanent Global Note pursuant to its terms because Euroclear and/or Clearstream do not regard the Permanent Global Note to be fungible with such Definitive Notes, then interests in this Temporary Global Note will no longer be exchangeable for interests in the Permanent Global Note and may only thereafter be exchanged for Definitive Notes and Coupons pursuant to the terms hereof.

Until the exchange of the whole of this Temporary Global Note as aforesaid, the bearer hereof shall in all respects (except as otherwise provided herein) be entitled to the same benefits as if such person were the bearer of Definitive Notes and Coupons in the form set out in the relevant Part of Schedule 3 to the Fiscal and Paying Agency Agreement.

The Company may deem and treat the bearer hereof as the absolute owner of this Temporary Global Note for all purposes (notwithstanding any notice to the contrary and whether or not this Temporary Global Note shall be overdue and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft or trust or other interest herein).

Payment of principal, interest and Additional Amounts (if any) on this Global Note will be made in Euros.

This Temporary Global Note shall be governed by, and shall be construed in accordance with, the laws of the State of New York, United States of America, without giving effect to the principles of conflicts of law.

Title to this Temporary Global Note shall pass by delivery. This Temporary Global Note shall not be valid or obligatory until the Certificate of Authentication thereon shall have been duly signed by the Fiscal Agent acting in accordance with the Fiscal and Paying Agency Agreement.

IN WITNESS whereof the Company has caused this Temporary Global Note to be duly executed on its behalf.

GENERAL MOTORS CORPORATION

By: _____
Name:
Duly Authorized Officer

Dated: July , 2003

CERTIFICATE OF AUTHENTICATION

This is the Temporary Global Note described in the within-mentioned Fiscal and Paying Agency Agreement.

DEUTSCHE BANK AG LONDON,
as Fiscal Agent without warranty, recourse or liability

By: _____
Name:
Title:
Authorized Officer

Schedule One

INTEREST PAYMENTS

| Interest on Payment Date | Date of Payment | Total Amount of Interest Payable | Amount of Interest Paid | Confirmation of Payment by or on Behalf of Company |
|---|---|---|---|---|
| First | | | | |
| Second | | | | |
| Third | | | | |
| Fourth | | | | |
| Fifth | | | | |

Schedule Two

SCHEDULE OF EXCHANGES
FOR NOTES REPRESENTED BY A PERMANENT GLOBAL NOTE

The following exchanges of a part of this Temporary Global Note for Notes represented by a Permanent Global Note have been made:

| Date of Exchange | Principal Amount of Permanent Global Notes Issued in Exchange for a Portion of this Temporary Global Note | Remaining Principal Amount of this Temporary Global Note Following such Exchange | Notation Made by or on Behalf of the Company |
|---|---|---|---|
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Schedule Three

[FORM OF CERTIFICATION TO BE GIVEN
BY EUROCLEAR OR CLEARSTREAM]

CERTIFICATION

GENERAL MOTORS CORPORATION

(the "Company")

% Notes due

(the "Notes")

This is to certify that, based solely on certifications we have received in writing, by electronic transmission from member organizations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "Member Organizations") substantially to the effect set forth in the Fiscal and Paying Agency Agreement relating to the Notes, as of the date hereof, principal amount of the above-captioned Notes (i) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States federal income taxation regardless of its source ("United States persons"), (ii) is owned by United States persons that are (a) foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv) ("financial institutions") purchasing for their own account or for resale, or (b) United States persons who acquired the Notes through foreign branches of United States financial institutions and who hold the Notes through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Company or the Company's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in clause (iii) above (whether or not also described in clause (i) or (ii)) have certified that they have not acquired the Notes for purposes of resale directly or indirectly to a United States person or to a person within the United States. Any such certification by electronic transmission satisfies the requirements set forth in the United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(3)(ii). We will retain all certifications from our member organizations for the period specified in the United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(3)(i)(C). As used herein, "United States" means the United States of America (including the States and the District of Columbia) and its possessions (including the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

We further certify (i) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the Global Note excepted in such Member Organization certifications and (ii) that as of the date hereof we have not received any notification from any of our Member Organizations to the effect that the statements made by such Member Organizations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certification is required in connection with certain securities and tax laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorize you to produce this certification to any interested party in such proceedings.

Dated: , 200 *

Yours faithfully,

[EUROCLEAR BANK S.A./NV,
as operator of the Euroclear System]

or

[CLEARSTREAM]

By: _____

* [To be dated no earlier than the Exchange Date as set forth in the Fiscal and Paying Agency Agreement relating to the Notes.]

CERTIFICATE “A”

[FORM OF PARTICIPANT CERTIFICATION INCORPORATED
BY REFERENCE TO A CERTIFICATION INSTRUCTION]

CERTIFICATE

GENERAL MOTORS CORPORATION

% Notes due

(the “Notes”)

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Notes held by you for our account (i) are owned by person(s) that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States federal income taxation regardless of its source (“United States person(s)”), (ii) are owned by United States person(s) that are (a) foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv) (“financial institutions”) purchasing for their own account or for resale, or (b) United States person(s) who acquired the Notes through foreign branches of United States financial institutions and who hold the Notes through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Company or the Company’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Notes is a United States or foreign financial institution described in clause (iii) above (whether or not also described in clause (i) or (ii)), this is to further certify that such financial institution has not acquired the Notes for purposes of resale directly or indirectly to a United States person or to a person within the United States.

As used herein, “United States” means the United States of America (including the States and the District of Columbia) and its possessions (including the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

We undertake to advise you promptly by facsimile on or prior to the date on which you intend to submit your certification relating to the Notes held by you for our account to the Fiscal Agent under the Fiscal and Paying Agency Agreement relating to the Notes in accordance with your Operating Procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to [currency amount] of such interest in the above Notes in respect of which we are not able to certify and as to which we understand exchange and delivery of Definitive Notes (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certification is required in connection with certain securities and tax laws of the United States and other jurisdictions. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorize you to produce this certification to any interested party in such proceedings.

Dated: , 200 *

Name of Person Making Certification

By: _____

_____

* To be dated no earlier than 15 days prior to the Certification Date.

PART II

FORM OF PERMANENT GLOBAL NOTE

Common Code No.:
ISIN No.:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS POSSESSIONS, ITS TERRITORIES OR OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "UNITED STATES") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY CITIZEN OR RESIDENT OF THE UNITED STATES, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OR ANY POLITICAL SUBDIVISION THEREOF OR THEREIN, AN ESTATE THE INCOME OF WHICH IS SUBJECT TO UNITED STATES FEDERAL INCOME TAXATION REGARDLESS OF ITS SOURCE OR A TRUST IF BOTH A COURT WITHIN THE UNITED STATES IS ABLE TO EXERCISE PRIMARY SUPERVISION OVER ITS ADMINISTRATION AND ONE OR MORE UNITED STATES PERSONS HAVE THE AUTHORITY TO CONTROL ALL OF ITS SUBSTANTIAL DECISIONS OR A TRUST THAT HAS MADE A VALID ELECTION TO BE TREATED AS A DOMESTIC TRUST FOR UNITED STATES FEDERAL INCOME TAX PURPOSES ("UNITED STATES PERSONS");PROVIDED,HOWEVER, THAT THE TERM "UNITED STATES PERSON" SHALL NOT INCLUDE A BRANCH OR AGENCY OF A UNITED STATES BANK OR INSURANCE COMPANY THAT IS OPERATING OUTSIDE THE UNITED STATES FOR VALID BUSINESS REASONS AS A LOCALLY REGULATED BRANCH OR INSURANCE BUSINESS AND NOT SOLELY FOR THE PURPOSE OF INVESTING IN SECURITIES NOT REGISTERED UNDER THE SECURITIES ACT.

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTION 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE

THIS NOTE IS A PERMANENT GLOBAL NOTE WITHOUT COUPONS, EXCHANGEABLE FOR DEFINITIVE NOTES WITH COUPONS AT THE MAIN OFFICE OF THE FISCAL AGENT (AS DEFINED HEREIN) IN LONDON. THE RIGHTS ATTACHING TO THIS PERMANENT GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE NOTES, ARE AS SPECIFIED IN THE FISCAL AND PAYING AGENCY AGREEMENT (AS DEFINED HEREIN).

NEITHER THE HOLDER NOR THE BENEFICIAL OWNERS OF THIS GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF INTEREST HEREON EXCEPT PURSUANT TO THE PROVISIONS HEREOF.

GENERAL MOTORS CORPORATION
(incorporated in the State of Delaware, United States of America)

PERMANENT GLOBAL NOTE

representing

% NOTES DUE

This Note is a Permanent Global Note in respect of a duly authorized issue of % Notes Due (the "Notes") of General Motors Corporation (the "Company"), limited to the aggregate principal amount of Hundred Million Euros (€ ).

This Permanent Global Note is issued subject to, and with the benefit of, the Conditions and a Fiscal and Paying Agency Agreement (as amended from time to time in accordance with its terms, the "Fiscal and Paying Agency Agreement") dated July 3, 2003 and made among the Company, Deutsche Bank AG London (the "Fiscal Agent") and the Paying Agent named therein (the "Paying Agent").

References herein to the Conditions shall be to the Terms and Conditions of Notes as set out in Schedule 1 and 2 to the Fiscal and Paying Agency Agreement as amended by the information set forth on the face of this Note and, in the event of any conflict between the provisions of the Conditions and the information set forth on the face of this Note, the latter will prevail.

For value received, the Company, subject to and in accordance with the Conditions, promises to pay to the bearer hereof on the Maturity Date, or on such earlier date as the Notes may become due and repayable in accordance with the Conditions, the principal sum of Euros (€ ) and to pay interest annually [ ] of each year from the date of issuance or the later date to which interest has been paid or provided for at the rate of [ ]% per annum in arrears on the principal amount of the Notes represented by this Permanent Global Note, calculated and payable as provided in the Conditions together with any such sums payable under the Conditions, upon presentation and, at maturity, surrender of this Global Note at the offices of the Fiscal Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, England or at the offices of any of the Paying Agents located outside the United States from time to time appointed by the Company in respect of the Notes. On any payment of interest being made details of such payment shall be entered by or on behalf of the Company in Schedule One hereto and the relevant space in Schedule One hereto recording such payment shall be signed by or on behalf of the Company. On any redemption and cancellation of any of the Notes represented by this Global Note, details of such redemption or purchase and cancellation shall be entered by or on behalf of the Company in Schedule Two hereto and the relevant space in Schedule Two hereto recording any such redemption and cancellation shall be signed by or on behalf of the Company. Upon any such redemption or purchase and cancellation the principal amount of this Global Note and the Notes represented by this Global Note shall be reduced by the principal amount so redeemed or purchased and canceled.

The Notes represented by this Permanent Global Note were originally represented by a Temporary Global Note. Unless such Temporary Global Note was exchanged in whole on the issue hereof, such Temporary Global Note may be further exchanged, on the terms and conditions set out therein, for this Permanent Global Note. If any such exchange occurs following the issue hereof, the Company or its Fiscal Agent shall endorse Schedule Two hereto to reflect the increase in the aggregate principal amount of this Permanent Global Note due to each such exchange, whereupon the principal amount hereof shall be increased for all purposes by the amount so exchanged and endorsed.

This Permanent Global Note may be exchanged (free of charge) in whole but not in part, under certain circumstances as set forth in the Conditions. Subject as aforesaid and to at least 45 days' written notice being given to the Fiscal Agent by Euroclear S.A./N.V., as operator of the Euroclear System or by Clearstream, this exchange will be made upon presentation of this Permanent Global Note by the bearer hereof on any day on which banks are open for business in London at the offices of the Fiscal Agent at the address aforesaid.

Until the exchange of the whole of this Permanent Global Note as aforesaid, the bearer hereof shall in all respects be entitled to the same benefits as if he were the bearer of Definitive Notes and Coupons in the form set out in Parts III and IV respectively of Schedule 3 to the Fiscal and Paying Agency Agreement.

Upon exchange in full of the Permanent Global Note for Definitive Notes, the Permanent Global Note shall become void; provided, however, that if the Company does not perform or comply with any one or more of its obligations under any Definitive Notes, then any right or remedy relating in any way to the obligation(s) in question may be exercised or pursued on the basis of the Permanent Global Note despite its stated cancellation after its exchange in full, as an alternative, or in addition, to the Definitive Notes (or the Coupons appertaining to them as appropriate).

The Company may deem and treat the bearer hereof as the absolute owner of this Permanent Global Note for all purposes (notwithstanding any notice to the contrary and whether or not this Permanent Global Note shall be overdue and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft or trust or other interest herein).

Payment of principal, interest and Additional Amounts (if any) on this Global Note will be made in Euros.

This Permanent Global Note shall be governed by, and shall be construed in accordance with, the laws of the State of New York, United States of America, without giving effect to the principles of conflicts of law.

Title to this Permanent Global Note shall pass by delivery. This Permanent Global Note shall not be valid or obligatory until the Certificate of Authentication thereon shall have been duly signed by the Fiscal Agent acting in accordance with the Fiscal and Paying Agency Agreement.

IN WITNESS whereof the Company has caused this Permanent Global Note to be duly executed on its behalf.

GENERAL MOTORS CORPORATION

By: _____
Name:
Duly Authorized Officer

Dated: July , 2003

CERTIFICATE OF AUTHENTICATION

This is the Permanent Global Note described in the within-mentioned Fiscal and Paying Agency Agreement.

DEUTSCHE BANK AG LONDON,
as Fiscal Agent without warranty, recourse or liability

By: _____
Name:
Title:

Schedule One

INTEREST PAYMENTS

| Interest on Payment Date | Date of Payment | Total Amount of Interest Payable | Amount of Interest Paid | Confirmation of Payment by or on Behalf of Company |
|---|---|---|---|---|
| First | | | | |
| Second | | | | |
| Third | | | | |
| Fourth | | | | |
| Fifth | | | | |

Schedule Two

SCHEDULE OF EXCHANGES
FOR NOTES REPRESENTED BY A TEMPORARY GLOBAL NOTE

The following exchanges of a part of a Temporary Global Note for Notes represented by this Permanent Global Note have been made:

| Date of Exchange | Principal Amount of Permanent Global Notes Issued in Exchange for a Portion of this Temporary Global Note | Remaining Principal Amount of this Temporary Global Note Following such Exchange | Notation Made by or on Behalf of the Company |
|---|---|---|---|
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PART III

FORM OF DEFINITIVE NOTE

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS POSSESSIONS, ITS TERRITORIES OR OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "UNITED STATES") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY CITIZEN OR RESIDENT OF THE UNITED STATES, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OR ANY POLITICAL SUBDIVISION THEREOF OR THEREIN, AN ESTATE THE INCOME OF WHICH IS SUBJECT TO UNITED STATES FEDERAL INCOME TAXATION REGARDLESS OF ITS SOURCE OR A TRUST IF BOTH A COURT WITHIN THE UNITED STATES IS ABLE TO EXERCISE PRIMARY SUPERVISION OVER ITS ADMINISTRATION AND ONE OR MORE UNITED STATES PERSONS HAVE THE AUTHORITY TO CONTROL ALL OF ITS SUBSTANTIAL DECISIONS OR A TRUST THAT HAS MADE A VALID ELECTION TO BE TREATED AS A DOMESTIC TRUST FOR UNITED STATES FEDERAL INCOME TAX PURPOSES ("UNITED STATES PERSONS");PROVIDED,HOWEVER, THAT THE TERM "UNITED STATES PERSON" SHALL NOT INCLUDE A BRANCH OR AGENCY OF A UNITED STATES BANK OR INSURANCE COMPANY THAT IS OPERATING OUTSIDE THE UNITED STATES FOR VALID BUSINESS REASONS AS A LOCALLY REGULATED BRANCH OR INSURANCE BUSINESS AND NOT SOLELY FOR THE PURPOSE OF INVESTING IN SECURITIES NOT REGISTERED UNDER THE SECURITIES ACT.

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

€1,000/€10,000/E100,000

GENERAL MOTORS CORPORATION

(incorporated under the laws of the State of Delaware, United States of America)

€

% NOTES DUE

GENERAL MOTORS CORPORATION, a Delaware corporation (the "Company"), for value received, hereby promises to pay to the bearer on [Maturity Date], upon surrender hereof, the principal amount of

**One Thousand/Ten Thousand/One Hundred Thousand Euros**
€1,000/E10,000/€100,000

and to pay interest at the rate of % per annum in arrears from the date of issuance or the later date to which interest has been paid or provided for on said principal amount annually on each , beginning , 2004, until payment of said principal amount has been made or duly provided for, but only, in the case of interest due on or before maturity, upon presentation and surrender of interest coupons attached hereto (the "Coupons") as they shall severally mature. Such payments shall be made in Euros.

Reference is made to the further provisions set forth under Terms and Conditions of the Note endorsed on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

Holders of this Note and holders of the Coupons appertaining hereto are deemed to have notice of all of the provisions of the Fiscal and Paying Agency Agreement applicable to them. Copies of the Fiscal and Paying Agency Agreement are available for inspection at the specified offices of the Fiscal Agent.

Title to this Note and to any Coupon appertaining hereto shall pass by delivery. The Company may treat the bearer hereof as the absolute owner of this Note for all purposes (notwithstanding any notice to the contrary and whether or not this Note shall be overdue and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft or trust or other interest herein).

Neither this Note nor any Coupon shall be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been duly signed by the Fiscal Agent acting in accordance with the Fiscal and Paying Agency Agreement.

IN WITNESS whereof the Company has caused this Note to be duly executed on its behalf.

GENERAL MOTORS CORPORATION

By: _____
Name:
Duly Authorized Officer

Dated: July , 2003

CERTIFICATE OF AUTHENTICATION

This is one of the Notes described in the within-mentioned Fiscal and Paying Agency Agreement.

DEUTSCHE BANK AG LONDON,
as Fiscal Agent without warranty, recourse or liability

By: _____
Name:
Title:

PART IV

FORM OF COUPON
[Face of Coupon]

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

GENERAL MOTORS CORPORATION

*(incorporated under the laws of the State of Delaware, United States of America)*

€

% NOTES DUE

Part A

| | |
|---|---|
| This Coupon is payable to bearer, separately negotiable and subject to the Terms and Conditions of the said Notes. | Coupon for [ ] due on [ ] [ ] 20 ] |

Payment of this Coupon will be made upon presentation and surrender hereof at the offices of such Paying Agents as General Motors Corporation shall from time to time appoint. The initial Paying Agents are set out on the reverse hereof.

GENERAL MOTORS CORPORATION

By: _____
Name:
Title:

(Reverse of Coupon)

FISCAL AGENT AND PRINCIPAL PAYING AGENT

Duetsche Bank AG London.
Winchester House
1 Great Winchester Street
London EC2N 2DB
England

PAYING AGENTS

Banque Générale du Luxembourg S.A.
50 Avenue J.F. Kennedy
L-2951 Luxembourg

and/or such other or further Fiscal Agent and other or further Paying Agents and/or specified offices as may from time to time be duly appointed by the Company and notice of which has been given to the Noteholders.

SCHEDULE 4

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

1. As used in this Schedule the following expressions shall have the following meanings unless the context otherwise requires:

(i) "voting certificate" shall mean an English language certificate issued by a Paying Agent and dated, in which it is stated:

(a) that on the date thereof Notes (not being Notes in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate and any adjourned such meeting) bearing specified serial numbers were deposited with such Paying Agent or (to the satisfaction of such Paying Agent) were held to its order or under its control and that no such Notes will cease to be so deposited or held until the first to occur of:

(1) the conclusion of the meeting specified in such certificate, or, if applicable, any adjourned such meeting; and

(2) the surrender of the certificate to the Paying Agent who issued the same; and

(b) that the bearer thereof is entitled to attend and vote at such meeting and any adjourned such meeting in respect of the Notes represented by such certificate;

(ii) "block voting instruction" shall mean an English language document issued by a Paying Agent and dated, in which:

(a) it is certified that Notes (not being Notes in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction and any adjourned such meeting) have been deposited with such Paying Agent or (to the satisfaction of such Paying Agent) were held to its order or under its control and that no such Notes will cease to be so deposited or held until the first to occur of:

(1) the conclusion of the meeting specified in such document or, if applicable, any adjourned such meeting; and

(2) the surrender to the Paying Agent who issued the same; and not less than 48 hours before the time for which such meeting or any adjourned such meeting is convened of the receipt issued by such Paying Agent in respect of each such deposited Note which is to be released or (as the case may require) the Note or Notes ceasing with the agreement of the Paying Agent to be held to its order or under its control and the giving of notice by the Paying Agent to the Company in accordance with paragraph 17 below of the necessary amendment to the block voting instruction;

(b) it is certified that each holder of such Notes has instructed such Paying Agent that the vote(s) attributable to the Note or Notes so deposited or held should be cast in a particular way in relation to the resolution or resolutions to be put to such meeting or any adjourned such meeting and that all such instructions are during the period commencing 48 hours prior to the time for which such meeting or any adjourned such meeting is convened and ending at the conclusion or adjournment thereof neither revocable nor capable of amendment;

(c) the total number and the serial numbers of the Notes so deposited or held are listed distinguishing with regard to each such resolution between those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favor of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and

(d) one or more persons named in such document (each hereinafter called a "proxy") is or are authorized and instructed by such Paying Agent to cast the votes attributable to the Notes so listed in accordance with the instructions referred to in sub-paragraph (c) above as set out in such document.

The holder of any voting certificate or the proxies named in any block voting instruction shall for all purposes in connection with the relevant meeting or adjourned meeting of Noteholders be deemed to be the holder of the Notes to which such voting certificate or block voting instruction relates and the Paying Agent with which such Notes have been deposited or the person holding the same to the order or under the control of such Paying Agent shall be deemed for such purposes not to be the holder of those Notes.

2. The Company may at any time and, upon a requisition in writing of Noteholders holding not less than one tenth of the principal amount of the 2013 Notes or the 2033 Notes for the time being outstanding, convene a meeting of the applicable Noteholders and if the Company is in default for a period of seven days in convening such a meeting the same may be convened by the requisitionists. Whenever the Company is about to convene any such meeting they shall forthwith give notice in writing to the Fiscal Agent of the day, time and place thereof and of the nature of the business to be transacted thereat.

3. At least 21 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is held) specifying the place, day and hour of meeting shall be given to the Noteholders prior to any meeting of the Noteholders in the manner provided by Condition 12. Such notice shall state generally the nature of the business to be transacted at the meeting thereby convened but it shall not be necessary to specify in such notice the terms of any resolution to be proposed. Such notice shall include a statement to the effect that Notes may be deposited with Paying Agents for the purpose of obtaining voting certificates or appointing proxies not less than 1 Business Day before the time fixed for the meeting or, in the case of corporations, may appoint representatives by resolution of their directors or other governing body. A copy of the notice shall be sent by overnight courier to the Company (unless the meeting is convened by the Company).

4. Some person (who need not be a Noteholder) nominated in writing by the Company shall be entitled to take the chair at every such meeting but if no such nomination is made or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting the Noteholders present shall choose one of their number to be Chairman.

5. At any such meeting one or more persons present holding the 2013 Notes or the 2033 Notes or voting certificates or being proxies and holding or representing in the aggregate not less than one twentieth of the principal amount of the 2013 Notes or the 2033 Notes shall form a quorum for the transaction of business and no business (other than choosing of a Chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business. An "Extraordinary Resolution" refers to any resolution affecting the interests of the Noteholders, including modification of the Conditions, the 2013 Notes or the 2033 Notes, the Coupons or the Fiscal and Paying Agency Agreement. The quorum at any such meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate a clear majority in principal amount of the 2013 Notes or the 2033 Notes (as applicable) for the time being outstanding provided that with respect to any of the following matters:

(i) modification of the Maturity Date of the 2013 Notes or the 2033 Notes or reduction or cancellation of the amount of principal payable upon maturity;

(ii) reduction of the amount payable or modification of the payment date in respect of any Coupons or variation of calculating the rate of interest in respect of the 2013 Notes or the 2033 Notes;

(iii) modification of the currency in which payments under the 2013 Notes or the 2033 Notes and/or the Coupons appertaining thereto are to be made;

(iv) modification of the majority required to pass an Extraordinary Resolution;

(v) alteration of this proviso or the proviso to paragraph 6 below;

the quorum for passing shall be one or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate not less than two-thirds, or at any adjourned such meeting not less than a clear majority, of the principal amount of the 2013 Notes or the 2033 Notes (as applicable) for the time being outstanding. An Extraordinary Resolution passed at any meeting of the holders of Notes will be binding on all holders of the 2013 Notes or the 2033 Notes, as the case may be, whether or not they are present at the meeting, and on all holders of Coupons appertaining to the 2013 Notes or the 2033 Notes (as applicable). Except as otherwise provided herein, the quorum at any meeting for passing any matters other than Extraordinary Resolutions shall be one or more persons present holding or representing in the aggregate not less than a clear majority of the principal amount of the 2013 Notes or the 2033 Notes (as applicable) represented at such meeting.

6. If within fifteen minutes after the time appointed for any such meeting a quorum is not present the meeting shall if convened upon the requisition of Noteholders be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if such is a public holiday the next succeeding Business Day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall stand adjourned for such period being not less than 14 days nor more than 42 days, and at such place as may be appointed by the Chairman and approved by the Fiscal Agent) and at such adjourned meeting one or more persons present holding Notes or voting certificates or being proxies (whatever the principal amount of the Notes so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the requisite quorum been present provided that at any adjourned meeting the business of which includes any of the matters specified in the proviso to paragraph 5 above the quorum for passing on Extraordinary Resolution shall be one or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate not less than a clear majority of principal amount of the 2013 Notes or the 2033 Notes (as applicable) for the time being outstanding.

7. Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 3 above and such notice shall (except in cases where the proviso to paragraph 6 above shall apply when it shall state the relevant quorum) state that two or more persons present holding Notes or voting certificates or being proxies at the adjourned meeting whatever the principal amount of the Notes held or represented by them will form a quorum. Subject as aforesaid it shall not be necessary to give any notice of an adjourned meeting.

8. Every question, including any Extraordinary Resolution, submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a holder of a voting certificate or as a proxy.

9. At any meeting unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, the Company or by two or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate not less than one fiftieth part of the principal amount of the 2013 Notes or the 2033 Notes (as applicable) then outstanding a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor or against such resolution.

10. Subject to paragraph 12 below, if at any such meeting a poll is so demanded it shall be taken in such manner and subject as hereinafter provided either at once or after an adjournment as the Chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.

11. The Chairman may with the consent of (and shall if directed by) any such meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of a required quorum) have been transacted at the meeting from which the adjournment took place.

12. Any poll demanded at any such meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.

13. Any director or officer of the Company and their lawyers and financial advisers may attend and speak at any meeting. Save as aforesaid, but without prejudice to the proviso to the definition of "outstanding" in Clause 1 of the Fiscal and Paying Agency Agreement, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Noteholders or join with others in requisitioning the convening of such a meeting unless he either produces the Note or Notes of which he is the holder or a voting certificate or is a proxy. Neither the Company nor any of its subsidiaries shall be entitled to vote at any meeting in respect of 2013 Notes or 2033 Notes held by it for the benefit of the Company and no other person shall be entitled to vote at any meeting in respect of Notes held by it for the benefit of the Company. Nothing herein contained shall prevent any of the proxies named in any block voting instruction or voting certificate from being a director, officer or representative of or otherwise connected with the Company.

14. Subject as provided in paragraph 13 above, at any meeting:

(a) on a show of hands every person who is present in person and produces a 2013 Note or a 2033 Note or voting certificate or is a proxy shall have one vote; and

(b) on a poll every person who is so present shall have one vote in respect of each minimum integral amount of 2013 Notes or 2033 Notes.

15. The proxies named in any block voting instruction need not be Noteholders.

16. Each block voting instruction together (if so requested by the Company) with proof satisfactory to such Company of its due execution on behalf of the relevant Paying Agent shall be deposited at such place as the Fiscal Agent shall approve not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the block voting instruction propose to vote and in default the block voting instruction shall not be treated as valid unless the Chairman of the meeting

decides otherwise before such meeting or adjourned meeting proceeds to business. A notarially certified copy of each block voting instruction shall be deposited with the Fiscal Agent before the commencement of the meeting or adjourned meeting but the Fiscal Agent shall not thereby be obligated to investigate or be concerned with the validity of or the authority of the proxies named in any such block voting instruction.

17. Any vote given in accordance with the terms of a block voting instruction shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or of any of the Noteholders' instructions pursuant to which it was executed provided that no intimation in writing of such revocation or amendment shall have been received from the relevant Paying Agent by the Company at its registered office (or such other place as may have been approved by the Fiscal Agent for the purpose) by the time being 24 hours before the time appointed for holding the meeting or adjourned meeting at which the block voting instruction is to be used.

18. Without limiting the definition of Extraordinary Resolution, the following powers shall be exercisable only by Extraordinary Resolution:

(a) Power to sanction any compromise or arrangement proposed to be made between the Company and the Noteholders and Couponholders or any of them.

(b) Power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders and Couponholders against the Company or against any of its property whether such rights shall arise under these presents, the Notes or the Coupons or otherwise.

(c) Power to assent to any modification of the provisions contained in these presents or the Conditions, the Notes or the Coupons which shall be proposed by the Company.

(d) Power to give any authority or sanction which under the provisions of these presents or the Notes is required to be given by Extraordinary Resolution.

(e) Power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution.

(f) Power to sanction any agreement or proposal for the exchange or sale of the Notes for, or as the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Company or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash.

(g) Subject to Condition 10, power to approve the substitution of any entity in place of the Company (or any previous substitute) as the principal debtor in respect of the Notes and the Coupons.

19. Any resolution passed at a meeting of the Noteholders duly convened and held in accordance with these presents shall be binding upon all the Noteholders whether present or not present at such meeting and whether or not voting and upon all Couponholders and each of them shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof. Notice of the result of the voting on any resolution duly considered by the Noteholders shall be published in accordance with Condition 12 within 14 days of such result being known provided that the non publication of such notice shall not invalidate such resolution.

Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Company and any such minutes as aforesaid if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings had shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had thereat to have been duly passed or had.

SIGNATORIES

The Company

General Motors Corporation
300 Renaissance Center
Detroit, Michigan 48265-2000
United States

Telephone: 313-665-6288
Facsimile: 313-665-6351

The Fiscal Agent

Deutsche Bank AG London
Winchester House
1 Great Winchester Street
London EC2N 2DB
England

Facsimile: 44-20-7547-6149
Attention: Corporate Trust and Agency Services.

The Paying Agent

Banque Générale du Luxembourg
S.A.
50 Avenue J.F. Kennedy
L-2951 Luxembourg

Telephone: +352 4242 8068
Facsimile: +352 4242 2887
Attention: Documentation, Fiscal and Listing Agencies

**Exhibit 4.9**

**FISCAL AND PAYING AGENCY AGREEMENT**

among

**General Motors Nova Scotia Finance Company,**

**General Motors Corporation,**

and

**Deutsche Bank Luxembourg S.A.**

and

**Banque Generale du Luxembourg S.A.**

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Dated as of July 10, 2003

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FISCAL AND PAYING AGENCY AGREEMENT

THIS FISCAL AND PAYING AGENCY AGREEMENT is made the 10th day of July 2003, among:

(1) General Motors Nova Scotia Finance Company of 1908 Colonel Sam Drive, Oshawa, Ontario LIH 8P7, Canada (the "Company");

(2) General Motors Corporation of 300 Renaissance Center, Detroit, Michigan 48265-3000 (the "Guarantor");

(3) Deutsche Bank Luxembourg S.A. (the "Fiscal Agent") of 2 Boulevard Konrad Adenauer, L-1115 Luxembourg (which expression shall include any successor fiscal agent appointed in accordance with Clause 18); and

(4) Banque Generale du Luxembourg S.A. of 50 Avenue J.F. Kennedy, L-2951 Luxembourg (together with the Fiscal Agent, the "Paying Agents," which expression shall include any additional or successor Paying Agent appointed in accordance with Clause 20).

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

(a) In this Agreement, unless there is something in the subject or context inconsistent therewith the expressions used herein shall have the same meanings as in the Subscription Agreement.

(b) The following expressions shall have the following meanings:

"**Month**" means calendar month;

"**Noteholder**" means the person in whose name a Note is registered in the Note Register (and the expressions "**Noteholders**," "**holder of Notes**" and related expressions shall be construed accordingly);

"**outstanding**" means in relation to the Notes, all the Notes issued other than (i) those which have been redeemed in full in accordance with the Conditions, (ii) those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys therefor (including all interest accrued thereon to the date for such redemption) have been duly paid to the Fiscal Agent as provided in this Agreement (and, where appropriate, notice has been given to the Noteholders in accordance with Condition 13) and remain available for payment upon surrender of Notes, (iii) those which have been purchased and cancelled as provided in Condition 6, (iv) those mutilated or defaced Notes which have been surrendered in exchange for replacement Notes pursuant to Condition 14, (v) (for the purpose only of determining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued pursuant to Condition 14, (vi) Global Notes to the extent that they shall have been duly exchanged for Definitive Notes and Definitive Notes to the

extent that they shall have been duly exchanged for other Definitive Notes in accordance with this Agreement and (vii) Global Notes which have become void in accordance with their terms and, provided that for the purpose of the right to attend and vote at any meeting of the Noteholders or any of them, those Notes (if any) which are for the time being held by any person (including but not limited to the Company or any Subsidiary of the Company) for the benefit of the Company or any Subsidiary of the Company shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

"**repay**" shall include "**redeem**" and vice versa and "**repaid**," "**repayable**" and "**repayment**" and "**redeemed**," "**redeemable**" and "**redemption**" shall be construed accordingly; and

"**Subscription Agreement**" means the Subscription Agreement dated July 9,2003 among the Company, the Guarantor and the Managers concerning the purchase of the Notes.

"**United States Person**" has the meaning given to it by the United States Internal Revenue Code of 1986, as amended, and the regulations thereunder.

(c) All references in this Agreement to principal and/or interest or both in respect of the Notes or to any moneys payable by the Company under this Agreement shall be deemed to include (a) a reference to any Additional Amounts which may be payable under Condition 7 and (b) any other amounts which may be payable in respect of the Notes.

(d) Expressions defined in the Conditions shall have the same meanings herein unless otherwise stated.

2. Appointment of Fiscal Agent and other Paying Agents

(a) The Fiscal Agent is hereby appointed as agent of the Company, upon the terms and subject to the conditions set out below, for

(i) completing, authenticating and issuing Notes;

(ii) paying sums due on Global Notes and Definitive Notes;

(iii) arranging on behalf of the Company for notices to be communicated to the Noteholders in accordance with the Conditions;

(iv) determining the date of completion of distribution of the Notes represented by each Global Note, based upon notification from the Managers and notifying such determination to the Company, the Managers and Euroclear and Clearstream;

(v) ensuring that all necessary action is taken to comply with applicable periodic reporting requirements with respect to the Notes; and

(vi) otherwise fulfilling its duties and obligations as set forth in the Conditions and in this Agreement.

(b) Each Paying Agent is hereby appointed by the Company and the Guarantor as Paying Agent of the Company and the Guarantor, upon the terms and subject to the conditions set out herein, for the purposes of paying sums due on Notes.

3. Issue of Global Notes

(a) Upon the execution and delivery of this Agreement, 2015 Notes in an aggregate principal amount not in excess of £350,000,000 and 2023 Notes in an aggregate principal amount not in excess of £250,000,000 may be executed by the Company and delivered to the Fiscal Agent for authentication, and the Fiscal Agent shall thereupon authenticate and deliver such Notes upon the written order of the Company, signed by any authorized officer of the Company without any further action by the Company. Until a Note has been authenticated it shall have no effect. The Notes shall include the terms and conditions included as Schedule 1 hereto and, if applicable, Schedule 2 hereto.

(b) The Notes initially will be issued in the form of one or more Global Notes in registered form without coupons substantially in the form set forth in Schedule 3 Part I, hereto. The Global Notes shall be signed on behalf of the Company by any authorized officer. The Global Notes shall be authenticated by the Fiscal Agent upon the same conditions, in substantially the same manner and with the same effect as the Definitive Notes. The Fiscal Agent will, upon the order of the Company, deposit the Global Notes with BT Globenet Nominees Limited, as the common depositary (the "Common Depositary") for Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear"), and Clearstream Banking, societe anonyme ("Clearstream"). The aggregate principal amount of Global Notes may from time to time be decreased by adjustments made on the records of the Fiscal Agent, as custodian for the Common Depositary or its nominee, as hereinafter provided.

4. Issue of Definitive Notes

Upon the occurrence of any event which, pursuant to the Terms and Conditions of the Global Notes, requires the issuance of one or more Definitive Note(s), the Global Notes shall be surrendered to or to the order of the Fiscal Agent against delivery of Definitive Notes. The Definitive Notes shall be in denominations of £1,000, £10,000 or £1 00,000 and in integral multiples of £1,000, printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in this Agreement.

5. Registration, Transfer and Exchange

The Notes are issuable only in registered form. The Company will cause to be kept at the office or agency to be maintained for the purpose as provided in Clause 6 (the "Registrar"), a register (the "Note Register") in which, subject to such reasonable regulations as it may prescribe, it or its agent will register, and will register the transfer of, Notes as provided in this Clause. For the avoidance of doubt, the Notes registered will include Global Notes and Definitive Notes, to the extent Global Notes have been duly exchanged for Definitive Notes. The name and address of the registered holder of each Note and the principal amount of each Note will be recorded in the Note Register. Such Note Register shall be in written form in the English language or in any other form capable of being converted into such form within a reasonable time. Such Note Register shall be open for inspection by the Fiscal Agent during Business Days.

A Noteholder may register the transfer of a Note only by written application to the Registrar and/or the office of the transfer agent referred to in the last sentence of Clause 6 stating the name and address of the proposed transferee and otherwise complying with the terms of this Agreement. No such registration of transfer shall be deemed effected until, and such transferee shall succeed to the rights of a Noteholder only upon, final acceptance and registration of the transfer by the Registrar in the Note Register. Prior to the final acceptance and registration of any transfer by a Noteholder as provided herein, the Company, the Guarantor, the Fiscal Agent and any agent of any of them shall be entitled to treat the person in whose name the Note is registered as the owner thereof for all purposes, whether or not the Note shall be overdue, and none of the Company, the Guarantor, the Fiscal Agent, or any such agent shall be affected by notice to the contrary. Furthermore, any Noteholder of a Global Note shall, by acceptance of such Global Note, agree that transfers of beneficial interests in such Global Note may be effected only through a book entry system maintained by the Noteholder of such Global Note (or its agent) and that ownership of a beneficial interest in the Global Note shall be required to be reflected in a book entry. At the option of the Noteholder, Notes may be exchanged for other Notes of any authorized denomination and of a like aggregate principal amount, upon surrender of the Notes to be exchanged to the Registrar, accompanied by written instructions to such effect acceptable to the Registrar. When Notes are presented to the Registrar with a request to register the transfer or to exchange them for an equal principal amount of Notes of other authorized denominations, the Registrar shall register the transfer or make the exchange as requested if the requirements for such transactions set forth herein are met. To permit registrations of transfers and exchanges, the Company shall execute and the Fiscal Agent shall authenticate Notes at the Registrar's request.

Upon any exchange of an interest in a Global Note for an interest in a Definitive Note, the Global Note shall be endorsed to reflect the reduction of its principal amount by the aggregate principal amount so exchanged. The Fiscal Agent is hereby authorized on behalf of the Company (i) to endorse or to arrange for the endorsement of the relevant Global Note to reflect the reduction in the principal amount represented thereby by the amount so exchanged, and sign in the relevant space on the relevant Global Note recording such exchange and (ii) in the case of a total exchange, to cancel or arrange for the cancellation of the relevant Global Note.

Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Company or the Registrar) be duly endorsed, or be accompanied by a written instrument of transfer duly executed, by the Noteholder thereof or his attorney duly authorized in writing in a form satisfactory to the Company and the Registrar and, in connection with any such issuance of a Definitive Note, accompanied by, if applicable, a certification by the transferee on Internal Revenue Service Form W-8BEN or Form W-8ECI, as applicable, under penalties of perjury that it is not a United States Person, and/or such other certification as may then be required under United States tax laws to evidence the transferee's entitlement to an exemption from United States federal withholding tax. Upon registration of any such issuance of a Definitive Note for which the transferee has not provided such tax certification, the Registrar shall promptly notify the Company of any such issuance and provide such information as the Company shall request so that it may comply with its obligations under Condition 8 and United States tax laws.

No holder of a Definitive Note may require the transfer of a Note to be registered during the period of 15 days ending on the due date for any payment of the Redemption Price of the Notes (as defined in Condition 6).

The Company or the Registrar may require payment from a Noteholder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any exchange or registration of transfer of Notes. No service charge to any Noteholder shall be made for any such transaction.

All Notes issued upon any transfer or exchange of Notes shall be valid obligations of the Company, evidencing the same debt and entitled to the same benefits under this Agreement, as the Notes surrendered upon such transfer or exchange.

6. Offices for Payments, Etc.

So long as any of the Notes remain outstanding, the Company will maintain in the City of London or Luxembourg, the following: (a) an office or agency where the Notes may be presented for payment, (b) an office or agency where the Notes may be presented for registration of transfer and for exchange as provided in this Agreement and (c) an office or agency where notices and demands to or upon the Company in respect of the Notes or of this Agreement may be served. The Company will give to the Fiscal Agent written notice of the location of any such office or agency and of any change of location thereof. The Company hereby initially designates the Luxembourg office of the Fiscal Agent as the office or agency for each such purpose. In case the Company shall fail to maintain any such office or agency or shall fail to give such notice of the location or of any change in the location thereof, presentations and demands may be made and notices may be served at the Luxembourg office of the Fiscal Agent. For so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, the Company shall appoint and maintain a paying and transfer agent in Luxembourg, who shall initially be the Paying Agent.

7. Payment

(a) The Company shall, on each date on which any payment in respect of any of the Notes becomes due, transfer to an account specified by the Fiscal Agent such amount in Pounds Sterling as shall be sufficient for the purposes of such payment in funds settled through such payment system as the Fiscal Agent may designate.

(b) The Company shall ensure that no later than two Business Days immediately preceding the date on which any payment is to be made to the Fiscal Agent pursuant to subclause (a) above, the Fiscal Agent shall receive a copy of an irrevocable payment instruction to the bank through which the payment is to be made. For purposes of this Agreement, “Business Day” means (a) a day other than a Saturday or Sunday that is not a day on which banks and foreign exchange markets in Toronto, London, New York City and, in the case of a payment of principal, the place where such Note is presented for payment to a Paying Agent are generally authorized or obligated by law or executive order to close and (b) not a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (“TARGET’) is closed.

(c) Subject to the Fiscal Agent or, as the case may be, the relevant other Paying Agents, being satisfied in its sole discretion that payment will be duly made as provided in subclause (a) above or otherwise, the Fiscal Agent and each other Paying Agent shall payor cause to be paid on behalf of the Company the amounts of principal and interest due on the Notes in the manner provided in the Conditions. If any payment provided for in subclause (a) above is made late but otherwise in accordance with the provisions of this Agreement, the Fiscal Agent and each other Paying Agent shall nevertheless make payments in respect of the Notes as aforesaid following receipt by it of such payment from the Company or the Guarantor, as the case may be.

(d) If for any reason the Fiscal Agent considers in its sole discretion (exercised in good faith) that the amounts to be received by the Fiscal Agent pursuant to subclause (a) above will be, or the amounts actually received by it pursuant thereto are, insufficient to satisfy all claims in respect of all payments then falling due on the Notes, neither the Fiscal Agent nor any other Paying Agent shall be obliged to pay any such claims until the Fiscal Agent has received the full amount of all moneys due and payable in respect of such Notes.

(e) Without prejudice to subclauses (c) and (d) above, and without any requirement to do so, if the Fiscal Agent pays any amounts to the Noteholders or to any other Paying Agent at a time when it has not received payment in full in respect of such Notes (the excess of the amounts so paid over the amounts so received being the "Shortfall"), the Company shall, in addition to paying amounts due under subclause (a) above, pay to the Fiscal Agent on demand interest at a rate determined by the Fiscal Agent to represent its cost of funding the Shortfall for the relevant period (with proof thereof if requested by the Company) (or the unreimbursed portion thereof) until the receipt in full by the Fiscal Agent of the Shortfall.

(f) The Fiscal Agent shall on demand promptly reimburse each Paying Agent for payments in respect of Notes properly made by such Paying Agent in accordance with this Agreement and the Notes unless the Fiscal Agent shall have notified such Paying Agent prior to the opening of business in the location of the office of such Paying Agent through which payment on the Notes can be made on the due date of payment under such Notes that the Fiscal Agent does not expect to receive sufficient funds to make payment of all amounts falling due in respect of such Notes.

(g) While any Notes are represented by Global Notes, all payments due in respect of such Notes shall be made to, or to the order of, the registered holder of the Global Notes, subject to and in accordance with the provisions of the Global Notes~ On the occasion of any such payment of principal, the Paying Agent to which the Global Note was surrendered for the purpose of making such payment, on behalf of the Company, shall cause the relevant Part of Schedule A to the relevant Global Note to be annotated so as to evidence the amounts and dates of such payments of principal.

If the amount of principal, and/or interest then due for payment is not paid in full (otherwise than by reason of a deduction required by law to be made therefrom), the Paying Agent to which a Global Note is presented for the purpose of making such payment shall make a

record of such shortfall on the relevant Part of Schedule A to the relevant Global Note and such record shall, in the absence of manifest error, be prima facie evidence that the payment in question has not to that extent been made.

8. Notice of any Withholding or Deduction

The Notes are subject to United States withholding tax requirements as described in the Offering Circular. If the Company is, in respect of any payment of principal or interest in respect of the Notes, compelled to withhold or deduct any other amount for or on account of taxes, duties, assessments or governmental charges as specifically contemplated under the Conditions, the Company shall give notice thereof to the Fiscal Agent as soon as it becomes aware of the requirement to make such withholding or deduction and shall give to the Fiscal Agent such information as the Fiscal Agent shall require to enable it to comply with such requirement.

9. Duties of the Fiscal Agent in Connection with Redemption of Notes

If the Company decides to redeem all the Notes for the time being outstanding in accordance with the Conditions, it shall give notice of such decision to the Fiscal Agent a reasonable length of time (at least 40 days) before the relevant redemption date to enable the Fiscal Agent to undertake its obligations herein and in the Conditions.

10. Receipt and Publication of Notices

(a) Forthwith upon the receipt by the Fiscal Agent of a demand or notice from any Noteholder in accordance with Condition 9, the Fiscal Agent shall forward a copy thereof to the Company.

(b) On behalf of and at the request and expense of the Company, the Fiscal Agent shall cause to be given in accordance with the Conditions, all notices required to be given by the Company to the Noteholders under the Conditions or this Agreement.

11. Cancellation of Notes

(a) All Notes which are redeemed shall be cancelled by the Paying Agent by which they are paid. Each of the Paying Agents shall give to the Fiscal Agent details of all payments made by it and shall deliver all cancelled Notes to the Fiscal Agent or as the Fiscal Agent may specify. Where Notes are purchased by or on behalf of the Company, the Company may, at its option, procure that such Notes are promptly surrendered to the Fiscal Agent or its authorized agent for cancellation.

(b) The Fiscal Agent shall (unless required by law or otherwise instructed by the Company in writing and save as provided in Clause 13(a) below) destroy all cancelled Notes and, upon request, furnish the Company with a certificate of destruction containing serial numbers of the Notes so destroyed.

12. Issue of Replacement Notes

(a) The Company and the Fiscal Agent shall cause a sufficient quantity of additional forms of Notes to be available, upon request, to the Registrar at its specified office for the purpose of issuing replacement Notes as provided below.

(b) The Fiscal Agent shall, subject to and in accordance with the Conditions and the following provisions of this Clause 12, cause to be authenticated and delivered any replacement Notes which the Company and the Registrar may determine to issue in place of Notes which have been lost, stolen, mutilated, defaced or destroyed.

(c) The Registrar shall obtain verification, in the case of an allegedly lost, stolen or destroyed Note in respect of which the serial number is known, that such Note has not previously been redeemed or paid. The Registrar shall not issue any replacement Note unless and until the Registrar and the Company agree that the applicant therefor has:

(i) paid such costs as may be incurred in connection therewith;

(ii) furnished it with such evidence and indemnification as the Company and the Registrar may reasonably require; and

(iii) in the case of any mutilated or defaced Note, surrendered it to the Registrar.

(d) The Registrar shall cancel any mutilated or defaced Notes in respect of which replacement Notes have been issued pursuant to this Clause 12. The Registrar shall furnish the Company with a certificate stating the serial numbers of the Notes received by it and cancelled pursuant to this Clause 12 and shall, unless otherwise required by the Company, destroy all such Notes and furnish the Company with a destruction certificate containing the information specified in Clause 11(b) above.

(e) The Registrar shall, on issuing any replacement Note, forthwith inform the Company, the Fiscal Agent and the Paying Agent of the serial number of such replacement Note issued and (if known) of the serial number of the Note in place of which such replacement Note has been issued.

(f) Whenever any Note for which a replacement Note has been issued and of which the serial number is known is presented to any of the Paying Agents for payment, the relevant Paying Agent shall immediately send notice thereof to the Company, the Fiscal Agent and the Registrar; no payment shall be made on such cancelled Note.

13. Records and Certificates

(a) The Fiscal Agent and the Registrar shall keep a full and complete record of all Notes and of their redemption, purchase, cancellation or payment (as the case may be) and of all replacement Notes issued in substitution for lost, stolen, mutilated, defaced or destroyed Notes. The Fiscal Agent and the Registrar shall at all reasonable times make such records available to the Company.

(b) A certificate stating (i) the aggregate principal amounts of Notes which have been redeemed, (ii) the serial numbers of such Notes, (iii) the serial numbers of those Notes (if any) which have been purchased by or on behalf of the Company or any of its Subsidiaries and cancelled (subject to delivery thereof to the Fiscal Agent) and (iv) the aggregate principal amounts of Notes which have been surrendered and replaced and the serial numbers of such Notes shall be given to the Company by the Registrar and the Fiscal Agent as soon as possible and in any event within three months after the date of such redemption, purchase, payment or replacement (as the case may be).

(c) The Registrar and the Fiscal Agent shall submit (on behalf of the Company) such reports or information as may be required from time to time by applicable law, regulations and guidelines in connection with this Agreement.

(d) The Registrar and the Fiscal Agent shall cooperate with each other with respect to the provisions contained in Clauses 5, 11, 12 and 13 of this Agreement.

14. Copies of this Agreement Available for Inspection

The Fiscal Agent and the Paying Agents shall hold copies of this Agreement available for inspection by Noteholders. For this purpose, the Company shall furnish the Fiscal Agent and the Paying Agents with sufficient copies of this Agreement.

15. Fees and Expenses

(a) The Fiscal Agent shall be entitled to the compensation to be agreed upon with the Company for all services rendered by it, and the Company agrees to pay such compensation promptly and to reimburse the Fiscal Agent and the Paying Agents for reasonable out of pocket expenses (including reasonable fees and expenses of counsel pursuant to Clause 18(b) below) reasonably incurred by either of them in connection with the services rendered by them hereunder.

(b) The Company shall pay to the Fiscal Agent such fees in respect of the services of the Paying Agents under this Agreement as shall be agreed between the Company and the Fiscal Agent. The Company shall not be concerned with, or be liable to any individual Paying Agent with respect to, the apportionment of payment among the Paying Agents.

(c) In respect of the said fees the Company shall also pay to the Fiscal Agent such sum as is appropriate in respect of value added tax together with all reasonable expenses (including, inter alia, postage expenses) reasonably incurred by the Paying Agents in connection with their said services.

(d) The fees under subclause (b) above shall be paid in U.S. dollars. The Fiscal Agent shall arrange for payment of the fees due to the Paying Agents and arrange for the reimbursement of their expenses promptly after receipt of the relevant moneys from the Company.

(e) At the request of the Fiscal Agent, the Company or the Guarantor, the parties hereto may from time to time during the continuance of this Agreement review the fees agreed initially pursuant to subclause (b) above with a view to determining whether the parties hereto can mutually agree upon changes therein.

16. Indemnification

(a) The Company shall indemnify and keep indemnified each of the Paying Agents and the Fiscal Agent against any losses, liabilities, costs, claims (or actions in respect thereof) and reasonable expenses (including reasonable legal fees) which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers and duties under this Agreement except such as may result from its own willful default, negligence or bad faith or that of its officers or employees or any of them, or breach by it of the terms of this Agreement. The obligations of the Company under this Clause (a) shall survive the payment of the Notes and the resignation or removal of the Fiscal Agent or any Paying Agent, as the case may be.

(b) Each of the Paying Agents and the Fiscal Agent shall severally indemnify the Company and the Guarantor against any losses, liabilities, costs, claims (or actions in respect thereof) and reasonable expenses (including reasonable legal fees) which the Company or the Guarantor may incur or which may be made against the Company or the Guarantor as a result of the willful default, negligence or bad faith of that Paying Agent or Fiscal Agent or that of its officers or employees or any of them, or breach by it of the terms of this Agreement.

17. Repayment by Fiscal Agent

Any monies paid by the Company or the Guarantor to the Fiscal Agent or any Paying Agent for payment in respect of any of the Notes and remaining unclaimed for two years after the date on which such amounts shall have become due and payable shall then be repaid to the Company or the Guarantor (as applicable) and, upon such payment, all liability of the Fiscal Agent or any Paying Agent with respect to such monies shall cease, without, however, relieving the Company or the Guarantor (as applicable) of the obligation to pay the amounts in respect of any such Note upon the due subsequent presentation thereof to the Company at its registered office.

18. Conditions of Appointment

The Fiscal Agent and each of the Paying Agents accept their obligations set forth herein and in the Notes upon the terms and conditions hereof and thereof, including the following, to all of which the Company agree and to all of which the rights of the holders from time to time of the Notes shall be subject:

(a) In acting under this Agreement and in connection with the Notes, the Fiscal Agent and the Paying Agents are acting solely as agents of the Company and the Guarantor and do not assume any obligation towards or relationship of agency or trust for or with any of the beneficial owners or holders of the Notes except that all funds held by the Paying Agents for a payment in respect of the Notes shall be held in trust by them and applied as set forth herein and in such Notes, but need not be segregated from other funds held by them, except as required by law; provided that monies paid by the Company or the Guarantor to the Paying Agents for payment in respect of any of the Notes and remaining unclaimed for two years after the date on which such

payment shall have become due and payable shall be repaid to the Company or the Guarantor (as applicable) as provided and in the manner set forth in Clause 17 hereof, whereupon the aforesaid trust shall terminate and liability of the Paying Agents to the Company and the Guarantor with respect to such monies shall cease.

(b) Each of the Fiscal Agent and the Paying Agents may consult at its own expense (unless the Company has agreed in writing as to the need for such consultation and as to the counsel to be consulted) with counsel satisfactory to it (who may be an employee of or legal advisor to the Company) in its reasonable judgment and any advice or written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by any of them hereunder in good faith and in accordance with such advice or opinion.

(c) The Fiscal Agent and the Paying Agents shall be protected and shall incur no liability for or in respect of any action taken or omitted to be taken or being suffered by it in reliance upon any Note, instrument of transfer, notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper party or parties.

(d) Each of the Paying Agents or any agent of the Company or the Guarantor or of the Paying Agent, in its individual capacity or any other capacity, may become the owner of, or acquire any interest in, any Notes or other obligations of the Company or the Guarantor with the same rights that it would have if it were not a Paying Agent or any agent of the Company or the Guarantor or of the Paying Agent, and each Paying Agent may engage or be interested in any financial or other transaction with the Company or the Guarantor, and may act on, or as depositary, trustee or Manager for, any committee or body of holders of Notes or other obligations of the Company or the Guarantor, as freely as if it were not a Paying Agent or any agent of the Company or the Guarantor or of the Paying Agent; provided that such Paying Agent or agent thereof provides, if applicable, the appropriate United States tax certifications to the Registrar in connection with any acquisition of the Notes.

(e) None of the Fiscal Agent or the Paying Agents shall be under any liability for interest on any monies received by it pursuant to any of the provisions of this Agreement or the Notes except as otherwise agreed with the Company and the Guarantor in writing.

(f) The recitals contained in this Agreement and in the Notes (except in the Fiscal Agent's certificate of authentication) shall be taken as the statements of the Company, and neither the Fiscal Agent nor any Paying Agent assumes any responsibility for the correctness of the same. Neither the Fiscal Agent nor any Paying Agent makes any representation as to the validity or sufficiency of this Agreement or the Notes, except for their due authorization to execute and perform their obligations under this Agreement. Neither the Fiscal Agent nor any Paying Agent shall be accountable for the use or application by the Company of any of the Notes or by the Company of the proceeds of any Notes.

(g) The Fiscal Agent and the Paying Agents shall be obligated to perform such duties and only such duties as are herein and in the Notes specifically set forth, and no implied duties or obligations shall be read into this Agreement or the Conditions against the Fiscal Agent

or any Paying Agent. Neither the Fiscal Agent nor any Paying Agent shall be under any obligation to take any action hereunder which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it.

(h) The Company shall notify the Fiscal Agent and each other Paying Agent immediately in writing if any of the persons authorized to take action on behalf of the Company in connection with this Agreement ceases to be so authorized or if any additional person becomes so authorized together, in the case of an additional authorized person, with evidence satisfactory to the Fiscal Agent that such person has been so authorized.

(i) No Paying Agent shall exercise any right of set off or lien against the Company, the Guarantor or any Noteholders in respect of any monies payable to or by it under the terms of this Agreement.

(j) Each of the Company, the Fiscal Agent, the Guarantor and the Paying Agents agree that this Agreement will, subject to the other provisions herein, continue in full force and effect for so long as any of the Notes are outstanding.

19. Communications with Paying Agents

A copy of all communications relating to the subject matter of this Agreement between the Company and any of the Paying Agents other than the Fiscal Agent shall be sent to the Fiscal Agent.

20. Termination of Appointment

(a) The Company may terminate the appointment of the Fiscal Agent or any Paying Agent at any time and/or appoint additional or other Paying Agents by giving to the Fiscal Agent or the Paying Agent whose appointment is concerned and, in the case of any Paying Agent other than the Fiscal Agent, the Fiscal Agent at least 60 days' prior written notice to that effect, provided that, so long as any of the Notes are outstanding, (i) such notice shall not expire less than 30 days before any due date for the payment of any Note and (ii) notice shall be given in accordance with the Conditions at least 30 days prior to any removal or appointment of the Fiscal Agent or any Paying Agent.

(b) Notwithstanding the provisions of subclause (a) above, if at any time the Fiscal Agent or any Paying Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or if an administrator, liquidator or administrative or other receiver of it or of all or a substantial part of its property is appointed, or it admits in writing its inability to payor meet its debts as they may mature or suspends payment thereof, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if any public officer takes charge or control of such Fiscal Agent or Paying Agent or of its property or affairs for the purpose of rehabilitation, administration or liquidation, the Company may forthwith without notice terminate the appointment of such Fiscal Agent or Paying Agent, as the case may be, in which event notice thereof shall be given to the Noteholders in accordance with the Conditions as soon as practicable thereafter.

(c) The termination of the appointment of the Fiscal Agent or any Paying Agent hereunder shall not entitle such Fiscal Agent or Paying Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.

(d) The Fiscal Agent or all or any of the Paying Agents may resign their respective appointments hereunder at any time by giving to the Company and (except in the case of resignation of the Fiscal Agent) the Fiscal Agent at least 60 days' prior written notice to that effect. Following receipt of a notice of resignation from the Fiscal Agent or any Paying Agent, the Company shall promptly, but no later than 10 days prior to the expiration of any resignation of the Fiscal or Paying Agent, give notice thereof to the Noteholders in accordance with the Conditions. The Fiscal Agent and Paying Agent may appoint a replacement Fiscal Agent on behalf of the Company, if the Company has not already done so.

(e) Notwithstanding the provisions of subclauses (a), (b), (c) and (d) above, so long as any of the Notes are outstanding, the termination of the appointment of any Paying Agent (whether by the Company or by the resignation of such Paying Agent) shall not be effective unless upon the expiry of the relevant notice there is (i) a Fiscal Agent and (ii) at least one Paying Agent with a specified office in a European city which, so long as the Notes are listed on the Luxembourg Stock Exchange, shall be Luxembourg or such other place as may be approved by the Luxembourg Stock Exchange.

(f) Any successor Fiscal Agent or Paying Agent appointed hereunder shall execute and deliver to its predecessor, the Company, the Guarantor and (unless its predecessor is the Fiscal Agent) the Fiscal Agent, an instrument accepting such appointment hereunder, and thereupon such successor Fiscal Agent or Paying Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of such predecessor with like effect as if originally named as Fiscal Agent or a Paying Agent under this Agreement.

(g) If the appointment of the Fiscal Agent or any Paying Agent hereunder is terminated (whether by the Company or by the resignation of such Fiscal Agent or Paying Agent), such Fiscal Agent or Paying Agent shall on the date on which such termination takes effect deliver to the Fiscal Agent or the successor Fiscal Agent all Notes surrendered to it but not yet destroyed and shall deliver to such successor Paying Agent (or if none, the Fiscal Agent) all records concerning the Notes maintained by it (except such documents and records as it is obliged by law or regulation to retain or not to release) and pay to its successor Fiscal Agent or Paying Agent (or, if none, to the Fiscal Agent) the amounts held by it in respect of Notes which have become due and payable but which have not been paid, but shall have no other duties or responsibilities under this Agreement.

(h) If the Fiscal Agent or any of the Paying Agent changes its specified office, it shall give to the Company and the Fiscal Agent (if applicable), not less than 45 days' written notice to that effect giving the address of the new specified office. As soon as practicable thereafter and in any event at least 30 days prior to such change, the Fiscal Agent shall give to the Noteholders

notice of such change and the address of the new specified office in accordance with the Conditions. The Company reserves the right to approve any change in the specified office of any Paying Agent.

(i) Any corporation into which the Fiscal Agent or any Paying Agent for the time being may be merged or converted or any corporation with which such Fiscal Agent or Paying Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which such Fiscal Agent or Paying Agent shall be a party shall, to the extent permitted by applicable law (including United States federal income tax laws), be the successor Fiscal Agent or Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto. Notice of any such merger, conversion or consolidation shall forthwith be given to the Company and the Noteholders in accordance with the Conditions and, where appropriate, the Fiscal Agent.

21. Meetings of Noteholders

(a) The provisions of Schedule 4 hereto shall apply to meetings of the Noteholders and shall have effect in the same manner as if set out in this Agreement.

(b) Without prejudice to subclause (a) above, each of the Paying Agents shall, on the request of any Noteholder, issue voting certificates and block voting instructions together, if so required by the Company, with reasonable proof satisfactory to the Company of due execution thereof on behalf of such Paying Agent in accordance with the provisions of Schedule 4 hereto and shall forthwith give notice to the Company in accordance with the said Schedule 4 of any revocation or amendment of a voting certificate or block voting instruction. Each Paying Agent shall keep a full and complete record of all voting certificates and block voting instructions issued by it and shall not later than 24 hours before the time appointed for holding any meeting or adjourned meeting deposit, at such place as the Fiscal Agent shall designate or approve, full particulars of all voting certificates and block voting instructions issued by it in respect of such meeting or adjourned meeting.

22. Communications

All communications shall be by facsimile or letter delivered by hand or (but only where specifically provided in the Appendix hereto) by telephone. Each communication shall be made to the relevant party at the facsimile number or address or telephone number and, in the case of a communication by facsimile or letter, marked for the attention of, or (in the case of a communication by telephone) made to, the person(s) from time to time specified in writing by that party to the other for the purpose. The initial telephone number, facsimile number and address of, and person(s) so specified by, each party are set out on the signature pages of this Agreement.

A communication shall be deemed received, (if by facsimile) when an acknowledgment of receipt is received, (if by telephone) when made or (if by letter) when delivered, in each case in the manner required by this Clause 22 provided, however, that if a communication is received after business hours it shall be deemed to be received and become effective on the next Business Day. Every communication shall be irrevocable save in respect of any manifest error therein.

23. Taxes

The Company will pay all stamp or other documentary taxes or duties, if any, to which the execution or delivery of this Agreement or the original issuance of the Notes may be subject as a result of compliance with the terms of the Subscription Agreement.

24. Descriptive Headings

The descriptive headings in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

25. Amendments

This Agreement and the Notes may be amended by the Company, the Guarantor and the Fiscal Agent, without the consent of the Noteholders so as to modify any of the provisions of this Agreement which are of a formal, minor or technical nature in the opinion of the Company and the Guarantor or to add any covenant, restriction, condition or provision as the Company and the Guarantor shall consider to be for the protection of the Noteholders or is made for the purpose of curing any ambiguity, or correcting or supplementing any provision contained herein or therein which may be defective or inconsistent with any other provision contained herein or therein, or to make such other provisions in regard to matters or questions arising under this Agreement as shall not adversely affect the interests of the holders of the Notes. Any such modification shall be binding on the Noteholders, and if the Fiscal Agent so requires, shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 13.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to the principles of conflicts of law. 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 thereby irrevocably accepts and submits to the jurisdiction of each of the aforesaid courts in person, 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. Nothing contained in this Clause 26 shall limit any right to bring any legal action or proceeding in any other court of competent jurisdiction. Each of the Company and the Guarantor hereby appoints the Guarantor's New York office as its agent for the service of process in New York.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GENERAL MOTORS NOVA SCOTIA FINANCE COMPANY

By: /s/ A. Lim
Name: A. Lim
Title: Asst. Secretary

GENERAL MOTORS CORPORATION

By: /s/ Sanjir Khattri
Name: Sanjir Khattri
Title: Assistant Treasurer

DEUTSCHE BANK LUXEMBOURG S.A.

By: /s/ CA Morris
Name: CA Morris
Title: Attorney

By: /s/ K. Turner
Name: K. Turner
Title: Attorney

BANQUE GENERALE DU LUXEMBOURG S.A.

By: /s/ Jean Marie Moes
Name: Jean Marie Moes
Title: Head of Back-Offices & Securities Handling

By: /s/ Robert Genot
Name: Robert Genot
Title: Head of Settlements & Custody

[GM NOVA SCOTIA FISCAL AND PAYING AGENCY AGREEMENT SIGNATURE PAGE]

SCHEDULE 1

TERMS AND CONDITIONS OF NOTES

*The following are the Terms and Conditions of Notes (sometimes referred to herein as the "Terms and Conditions" or "Conditions ") of the Company that (subject to completion and amendment) will be attached to or incorporated by reference into each Global Note and which will be attached to or endorsed upon each Definitive Note.*

This Note is one of the Notes issued subject to, and with the benefit of, the Fiscal and Paying Agency Agreement (as amended from time to time in accordance with its terms, the "**Fiscal and Paying Agency Agreement**") dated July 10, 2003 and made among General Motors Nova Scotia Finance Company (the "**Company**"), General Motors Corporation (the "**Guarantor**"), Deutsche Bank Luxembourg S.A., as issuing agent and principal Paying Agent (the "**Fiscal Agent**" which expression shall include any successor as fiscal agent) and Banque Generale du Luxembourg S.A., as Paying Agent (together with the Fiscal Agent, the "**Paying Agents**" which expression shall include any additional or successor Paying Agents).

The holders for the time being of the Notes (the "Noteholders") are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Fiscal and Paying Agency Agreement and the Notes, which are binding on them. Words and expressions defined in the Fiscal and Paying Agency Agreement or on the face of this Note shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated. Copies of the Fiscal and Paying Agency Agreement are available from the principal office of the Fiscal Agent and the Paying Agents set out at the end of the Fiscal and Paying Agency Agreement.

**1. Form, Denominations and Title**

**General**

Each of the 2015 Notes and the 2023 Notes will be represented by one or more Global Notes in fully registered form (each a "Global Note"), which will be deposited on or about July 10, 2003 with a common depositary of Euroclear Bank S.A./N.V., as operator for the Euroclear System ("Euroclear") and Clearstream Banking, Societe Anonyme ("Clearstream") for credit to certain accounts maintained by Euroclear or Clearstream. The Global Notes will be registered in the name of BT Globenet Nominees Limited.

The Company may issue further Notes which shall be consolidated and form a single series with the 2015 Notes and the 2023 Notes (as applicable), provided, however, that such further Notes may be issued only within three years of the issue date of the original Notes and only if they are fungible with the original Notes for United States federal income tax purposes.

Except in certain limited circumstances, the Notes will not be issued in definitive form. Beneficial ownership in the Global Notes can only be held in the form of book-entry interests through direct or indirect participants in Euroclear or Clearstream. Each person having an ownership or other interest in a Global Note must rely exclusively on the rules or procedures of Euroclear and Clearstream, as applicable, and any agreement with any direct or indirect

participant of Euroclear and Clearstream, as the case may be, or any other securities intermediary through which that person holds its interest to effect any transfer or, subject to the Conditions, to receive or direct the delivery of possession of any Definitive Note (as defined below). Notes in definitive form will be issued in denominations of £1,000, £10,000 and £100,000 and in multiples of £1,000.

**Issuance of Definitive Notes**

So long as a common depositary for Euroclear and Clearstream holds the Global Note with respect to the 2015 Notes or the 2023 Notes (as applicable), such Global Note will not be exchangeable for Notes in definitive form ("Definitive Notes") unless (and in such case, as a whole and not in part):

- Euroclear and Clearstream notify the Fiscal Agent that it is unwilling or unable to continue to act as depositary for the Notes and a successor depositary is not appointed within 120 days;
- both Euroclear and Clearstream are closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business;
- the non-payment when due of amounts payable on the Notes (whether, in each case, on account of interest payments, redemption amounts or otherwise) shall have occurred and be continuing for 30 days; or
- at any time the Company determines in its sole discretion that the Global Notes should be exchanged for Definitive Notes in registered form.

Definitive Notes will be issued in registered form only. To the extent permitted by law, the Company, the Guarantor, the Fiscal Agent and any Paying Agent shall be entitled to treat the person in whose name any Definitive Note is registered as its absolute owner.

If Definitive Notes are issued in exchange for a Global Note, the depositary, as holder of the Global Note, will surrender the Global Note, the book entries reflecting the ownership of beneficial interests in the Global Note of direct and indirect participants in Euroclear and Clearstream will be cancelled, and Definitive Notes will be distributed to the holders of the Notes against receipt from each such holder, if applicable, of a certification on Internal Revenue Service Form W-8BEN or Form W-8ECI, as applicable, under penalty of perjury that it is not a United States Person and/or such other certification as may then be required under the United States tax laws to evidence such holder's entitlement to an exemption from United States federal withholding tax. Upon registration of any such issuance of a Definitive Note for which the holder has not provided such tax certification, the registrar shall promptly notify the Company of any such issuance and provide such information as the Company shall request so that it may comply with its obligations under Condition 8 and United States tax laws.

**Transfers of Definitive Notes**

The Fiscal Agent will act as registrar for the Company. Definitive Notes may be transferred at the specified office of the registrar. In addition, for so long as the 2015 Notes and the 2023 Notes (as the case may be) are listed on the Luxembourg Stock Exchange and the rules of such exchange so require, transfer may also be made at the offices of the Paying Agent in Luxembourg. No transfer of a Definitive Note shall be deemed effected until, and such transferee shall succeed to the rights of a Noteholder only upon, final acceptance and registration of the transfer by the registrar. Prior to the final acceptance and registration of any transfer, the Company, the Guarantor, the Fiscal Agent and any agent of any of them shall be entitled to treat the person in whose name the Definitive Note is registered as the owner thereof for all purposes, whether or not such Definitive Note is overdue, and none of the Company, the Guarantor, the Fiscal Agent, nor any such agent shall be affected by notice to the contrary. Notes may be exchanged for other Notes of any authorized denomination and of a like aggregate principal amount upon surrender of the Notes to be exchanged to the registrar, accompanied by written instructions to such effect acceptable to the registrar. If any Definitive Notes become mutilated, defaced, destroyed, stolen or lost, such Notes will be replaced in accordance with Condition 14.

Every Definitive Note presented or surrendered for registration of transfer shall (if so required by the Company or the registrar) be duly endorsed, or be accompanied by a written instrument of transfer duly executed, by the Noteholder thereof or his attorney duly authorized in writing in a form satisfactory to the Company and the registrar, and, if applicable, a certification by the transferee on Internal Revenue Service Form W-8BEN or Form W-8ECI, as applicable, under penalty of perjury that it is not a United States Person, and/or such other certification as may then be required under United States tax law to evidence the transferee's entitlement to an exemption from United States federal withholding tax. Upon registration of any such transfer of a Definitive Note for which the transferee has not provided such tax certification, the registrar shall promptly notify the Company of any such transfer and provide such information as the Company shall request so that it may comply with its obligations under Condition 8 and United States tax laws.

The Company or the registrar may require payment from a Noteholder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any exchange or registration of transfer of Notes. No service charge to any Noteholder shall be made for any such transaction.

No holder of a Definitive Note may require the transfer of a Note to be registered during the period of 15 days ending on the due date for any payment of the redemption price of the Notes.

All transfers of Definitive Notes and entries on the note register will be made subject to the provisions in the Fiscal and Paying Agency Agreement.

**2. Status of the Notes**

The Notes will be unsecured and unsubordinated obligations of the Company and will rank equally with all other unsecured and unsubordinated indebtedness of the Company, save for

those preferred by mandatory provisions of law. The Guarantees endorsed on the Notes will be unsecured obligations of the Guarantor and will rank equally with all other unsecured and unsubordinated indebtedness of the Guarantor, save for those preferred by mandatory provisions of law.

The Fiscal and Paying Agency Agreement, the Notes and the Guarantees endorsed on the Notes do not limit other indebtedness or securities which may be issued by the Company or the Guarantor and contain no financial or similar restrictions on the Company or the Guarantor.

**3. Interest**

The 2015 Notes will bear interest from and including July 10,2003 to but excluding December 7,2015 at a rate of 8.375 percent per annum, payable annually in arrears on December 7 in each year the 2015 Notes are outstanding. The first payment shall be payable on December 7, 2003.

The 2023 Notes will bear interest from and including July 10, 2003 to but excluding July 10, 2023 at a rate of 8.875 percent per annum, payable annually in arrears on July 10 in each year the 2023 Notes are outstanding. The first payment shall be payable on July 10, 2004.

Interest will cease to accrue on the Notes on the applicable Maturity Date (as defined below) or on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (both before and after judgment) until whichever is the earlier of (i) the day on which all the sums due in respect of the 2015 Notes and the 2023 Notes, as the case may be, up to that day are received by or on behalf of the holders of the 2015 Notes and the 2023 Notes, as the case may be, and (ii) the day on which the Fiscal Agent has notified the holder thereof (in accordance with Condition 13) of its receipt of all sums due in respect thereof up to that date and that, upon presentation thereof being duly made by the holder of Notes, payment will be made, provided that upon presentation thereof being duly made, payment is in fact made.

When interest is required to be calculated in respect of a period of less than a full year, it shall be calculated on the basis of the actual number of days elapsed since the date of issuance of the Notes, or if more recent, the last interest payment date divided by 365 (of if any portion of this period falls in a leap year, the sum of (A) the actual number of days in that portion of the period falling in a leap year divided by 366 and (B) the actual number of days in the portion of the period falling in a non-leap year by 365).

**4. Payments**

Payments of interest (which term includes any Additional Amounts, as defined herein, unless the context otherwise requires) in respect of the Notes shall be made in Pounds Sterling on the applicable interest payment dates set forth above to the holder in whose name the Note is registered at the close of business on the November 22, with respect to the 2015 Notes, and the June 25, with respect to the 2023 Notes, preceding such interest payment date, to the address of such holder as such address shall appear on the note register for the Notes. The common depositary or its nominee shall be the registered holder in the case of Notes evidenced by Global Notes. Payments made to the common depositary shall be made by wire transfer, and Euroclear

or Clearstream, as applicable, will credit the relevant accounts of their participants on the applicable payment dates. Payments in respect of Notes not evidenced by Global Notes shall be made by wire transfer, direct deposit or check mailed to the address of the holder entitled thereto as such address shall appear on the register.

Principal of the Notes will be payable in Pounds Sterling at maturity against surrender of such Notes at the office of the Paying Agent or such paying agencies as the Company may appoint from time to time, subject to all applicable laws and regulations. Payments of principal will be made, at the option of the holder, by check or wire transfer. Payments made to the common depositary with respect to the Global Notes will be credited to the relevant accounts of the participants, pursuant to the relevant Euroclear or Clearstream procedures.

If the date for payment of any amount in respect of any Note is not a Business Day in the relevant place, the holder thereof shall not be entitled to payment until the next following Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "Business Day" means (a) a day other than a Saturday or Sunday that is not a day on which banks and foreign exchange markets in Toronto, London, New York City and, in the case of a payment of principal, the place where such Note is presented for payment to a Paying Agent are generally authorized or obligated by law or executive order to close and (b) not a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer ("TARGET") System is closed.

The Company may at any time terminate the appointment of any Paying Agent and appoint additional or other Paying Agents, provided that, until all outstanding Notes have been cancelled and delivered to the Fiscal Agent, or monies sufficient to pay the principal of and interest on all outstanding Notes have been made available for payment and either paid or returned to the Company or the Guarantor, as the case may be, as provided in the Notes, the Company will maintain a Paying Agent in a European city for payments on Notes (which will be Luxembourg so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require). Notice of any such termination or appointment and of any change in the office through which any Paying Agent will act will be given in accordance with Condition 13. The names of the initial Fiscal Agent and the initial Paying Agents and their respective initial offices are set forth at the end of the Fiscal and Paying Agency Agreement.

All monies paid by the Company or the Guarantor to the Fiscal Agent for the payment! of principal of, or interest on, any Note which remains unclaimed at the end of two years after such principal or interest shall have become due and payable, will be repaid to the Company or the Guarantor (as the case may be) upon the Company's or the Guarantor's request and the holder of such Note will thereafter look only to the Company or the Guarantor for payment thereof.

**5. Guarantee**

The Guarantor will guarantee (the "Guarantee") the due and punctual payment of principal of and interest on the Notes and any Additional Amounts described under Condition 7 below, when and as the same shall become due and payable, whether at maturity, upon redemption or upon declaration of acceleration or otherwise, under any of the provisions of the

Notes. The Guarantee is absolute and unconditional, irrespective of any circumstance that might otherwise constitute a legal or equitable discharge of a surety or guarantor. To evidence the Guarantee, a guarantee executed by the Guarantor will be endorsed on every Note.

The Guarantee will be a direct unsecured obligation of the Guarantor and will rank equally with all other unsecured and unsubordinated obligations of the Guarantor save for those preferred by mandatory provisions of law.

The Fiscal and Paying Agency Agreement and the Guarantee do not limit other indebtedness which may be issued by the Guarantor and contain no financial or similar restrictions on the Guarantor.

**6. Redemption And Purchase**

**Maturity**

The Notes are not redeemable before maturity except as provided under this Condition 6. The Notes will be redeemed by the Company in full at a redemption price equal to 100 percent of the principal amount of the Notes on December 7, 2015, with respect to the 2015 Notes, and on July 10,2023, with respect to the 2023 Notes (respectively, the "**Maturity Date**") if they have not been otherwise redeemed as described herein.

**Redemption for Tax Reasons**

If, as a result of any change in or amendment to the laws (including any regulations or rulings promulgated thereunder) of Canada or the United States or any political subdivision thereof or therein affecting taxation, including any official proposal for such a change in or amendment to such laws, which became effective after the date of the Offering Circular or which proposal is made after such date. or any change in the official application or interpretation of such laws, including any official proposal for such a change, amendment or change in the application or interpretation of such laws, which change, amendment, application or interpretation is announced or becomes effective after the date of the Offering Circular or which proposal is made after such date, or any action taken by any taxing authority of Canada or the United States which action is taken or becomes generally known after the date of the Offering Circular, or any commencement of a proceeding in a court of competent jurisdiction in Canada or the United States after such date, whether or not such action was taken or such proceeding was brought with respect to the Company or the Guarantor, there is, in such case, in the written opinion of independent legal counsel of recognized standing to the Company or the Guarantor, a material increase in the probability that the Company has or may become (or if the Guarantor is required to make payment under the Guarantee and in making payment, in the opinion of independent counsel chosen by the Guarantor, the Guarantor has or may become) obligated to pay either U.S. Additional Amounts or Canadian Additional Amounts (as described below in Condition 7) and the Company or the Guarantor, in its business judgment, determines that such obligation cannot be avoided by the use of reasonable measures available to the Company and/or the Guarantor, not including assignment of the 2015 Notes and/or the 2023 Notes (as applicable) or the Guarantee, the 2015 Notes and/or the 2023 Notes (as applicable) may be redeemed, as a whole but not in part, at the Company's option at any time thereafter, at a redemption price equal

to 100 percent of the principal amount of the 2015 Notes and/or the 2023 Notes (as applicable) to be redeemed together with (as applicable) accrued and unpaid interest thereon to (but not including) the date fixed for redemption (the "**Redemption Price**"). Before the publication of any notice of redemption of the 2015 Notes and/or the 2023 Notes (as applicable), pursuant to the foregoing, the Company or the Guarantor, as the case may be, shall deliver to the Fiscal Agent the opinion of a nationally recognized independent tax advisor to the Company or the Guarantor, as the case may be, as described above and a certificate setting out facts showing that the conditions precedent to the right of the Company so to redeem have occurred.

**Notice of Redemption**

Notice of redemption will be given by the Company not less than 30 nor more than 60 days before the date fixed for redemption, which date and the applicable Redemption Price will be specified in the notice. Such notice shall be published in accordance with Condition 13 below. Notice having been so given, the 2015 Notes and/or the 2023 Notes (as applicable) shall become due and payable on the redemption date upon surrender thereof and will be paid at the Redemption Price, at the offices or agencies in Luxembourg and in the manner specified therein.

If any Note called for redemption by the Company shall not be so paid upon surrender thereof for redemption, the principal, and interest, of such Note shall, until paid pursuant to Condition 4 hereof, bear interest from the redemption date at the rate borne by the 2015 Notes or the 2023 Notes, as the case may be.

**Purchase by the Company or the Guarantor**

The Company or the Guarantor (or any of its subsidiaries) may at any time purchase or otherwise acquire Notes in the open market or otherwise. Notes purchased or otherwise acquired by the Company may be held or, at the discretion of the Company, surrendered to the Fiscal Agent for cancellation. The Company may not resell or reissue those Notes purchased or otherwise acquired.

**7. Payment of Additional Amounts**

**United States**

The Company or the Guarantor (as applicable and if the Guarantor is required to make payments under the Guarantee) will pay to the holder of any Note who is a Non-U.S. Holder such additional amounts as may be necessary in order that every net payment in respect of the principal or interest on such Note, after deduction or withholding by the Company, the Guarantor or any Paying Agent for or on account of any present or future tax, assessment or governmental charge imposed upon or as a result of such payment by the United States or any political subdivision or taxing authority thereof or therein, will not be less than the amount provided for in such Note to be then due and payable before any such deduction or withholding for or on account of any such tax, assessment or governmental charge ("**U.S. Additional Amounts**"); provided, however, that the foregoing obligation to pay U.S. Additional Amounts shall not apply to:

(a) any tax, assessment or other governmental charge which would not have been so imposed but for (i) the existence of any present or former connection between such holder (or a fiduciary, settlor, beneficiary, member or shareholder of, or holder of a power over, such holder, if such holder is an estate, trust, partnership or corporation) and the United States, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, member, shareholder of, or holder of a power) being or having been a citizen or resident or treated as a resident thereof or being or having been engaged in a trade or business therein or being or having been present therein or having or having had a permanent establishment therein, or (ii) such holder's present or former status as a personal holding company or foreign personal holding company or controlled foreign corporation for United States federal income tax purposes or corporation which accumulates earnings to avoid United States federal income tax;

(b) any tax, assessment or other governmental charge which would not have been so imposed but for the presentation by the holder of any Note (where such presentation is required) for payment on a date more than 10 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(c) any estate, inheritance, gift, sales, transfer, personal property or excise tax or any similar tax, assessment or governmental charge;

(d) any tax, assessment or other governmental charge which is payable otherwise than by withholding from payments in respect of principal of, or interest on, any Note;

(e) any tax, assessment or other governmental charge imposed on interest received by a holder or beneficial owner of a Note who actually or constructively owns 10% or more of the total combined voting power of all classes of stock of the Company entitled to vote within the meaning of Section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended;

(f) any tax, assessment or other governmental charge imposed as a result of the failure to comply with (i) certification, information, documentation, reporting or other similar requirements concerning the nationality, residence, identity or connection with the United States of the holder or beneficial owner of the Note, if such compliance is required by statute, or by regulation of the United States Treasury Department, as a precondition to relief or exemption from such tax, assessment or other governmental charge (including backup withholding) or (ii) any other certification, information, documentation, reporting or other similar requirements under United States income tax laws or regulations that would establish entitlement to otherwise applicable relief or exemption from such tax, assessment or other governmental charge;

(g) any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of the principal of, or interest on, any Note, if such payment can be made without such withholding by at least one other Paying Agent;

(h) any Note where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN (European Union's Economic and Finance Ministers) Council meeting of26-27 November 2000, or any law implementing or complying with, or introduced in order to conform to such directive; or

(i) any Note presented (where such presentation is required) for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the European Union; or

(j) any combination of items (a) through (i);

nor will such U.S. Additional Amounts be paid to any holder who is a fiduciary or partnership or other than the sole beneficial owner of the Note to the extent a settlor or beneficiary with respect to such fiduciary or a member of such partnership or a beneficial owner of the Note would not have been entitled to payment of such U.S. Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder of the Note.

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided by this Condition 7, the Company or the Guarantor (as applicable) will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used in this Condition 7, the term "**United States**" means the United States of America (including the states and the District of Columbia) and its territories, possessions and other areas subject to its jurisdiction; and the term "**Non-U.S. Holder**" means a person that is for United States federal income tax purposes, a (i) non resident alien individual, (ii) foreign corporation, (iii) non resident alien fiduciary of a foreign estate or trust, or (iv) a foreign partnership one or more members of which is, for United States federal income tax purposes, a non resident individual, a foreign corporation or a non resident alien fiduciary of a foreign estate or trust.

**Canada**

All payments of principal and interest in respect of the Notes will be made without withholding of or deduction for, or on account of, any present or future taxes, duties, assessment or governmental charges of whatever nature imposed or levied by or on behalf of the government of Canada or any political subdivision thereof, or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law or the application or interpretation thereof. If such withholding or deduction is so required, the Company or the Guarantor, as applicable, shall pay (subject to the Company's right of redemption referred to under "Redemption for Tax Reasons" in Condition 6) as additional interest such Additional Amounts as may be necessary in order that the net amounts received by the holders of Notes after such withholding or deduction shall equal the net payment in respect of such Notes which would have been received by them in respect of the Notes in the absence of such withholding or deduction ("**Canadian Additional Amounts**"); except that no Canadian Additional Amounts shall be payable with respect to any Note:

(a) held by or on behalf of a holder (i) that is not a "**Non-Canadian person**" as defined in the Offering Circular under the heading "Taxation of the Notes-Canadian Federal Taxation" or (ii) in respect of whom such taxes, duties, assessments or governmental charges are required to be withheld or deducted by reason of such holder failing to comply with any certification or information reporting as may be required under Canadian income tax law to qualify for an exemption from such deduction or withholding;

(b) presented for payment (where such presentation is required) more than 10 days after the later of (a) the date on which payment in respect of the Notes becomes due and payable or (b) if the full amount of monies payable on such date has not been received by the Fiscal Agent on or prior to such date, the date on which notice that such monies have been received is published, except to the extent that the holder thereof would have been entitled to such Canadian Additional Amounts on presenting such Note for payment on the last day of such period of 10 days;

(c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN (European Union's Economic and Finance Ministers) Council meeting of26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive;

(d) in respect of any payment of interest or principal if payment could have been made without such deduction or withholding by at least one other Paying Agent;

(e) in respect of any tax that is an estate, inheritance, gift, sales, transfer, personal property, value added, excise or any other similar tax or governmental charge; or

(f) any combination of items (a) through (e);

nor will Canadian Additional Amounts be paid to any holder who is a fiduciary or partnership or other than the sole beneficial owner of the Note to the extent a settlor or beneficiary with respect to such fiduciary or a member of such partnership or a beneficial owner of the Note would not have been entitled to payment of the Canadian Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder of the Note.

The Company (or the Guarantor, as applicable) will indemnify and hold harmless each holder of Notes that is a Non-Canadian person and upon written request reimburse each such holder for the amount, excluding any payment of Additional Amounts, of:

(i) any Canadian taxes in respect of payments made under the Notes levied or imposed on and paid by such holder if such holder would have been entitled to a payment of Additional Amounts in respect of such Canadian taxes had such Canadian taxes been imposed or required to be collected by way of withholding;

(ii) any liability (including penalties, interest and expenses) arising therefrom or with respect thereto; and

(iii) any Canadian taxes imposed with respect to any reimbursement under clause (i) or (ii) of this paragraph but excluding any such Canadian taxes on such holder's net income.

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable thereto.

When used in these Conditions and otherwise in respect of the Notes, "**Additional Amounts**" shall mean U.S. Additional Amounts and/or Canadian Additional Amounts, as the context requires. Wherever in the Fiscal and Paying Agency Agreement there is mentioned, in any context the payment of principal or interest under or with respect to a Note, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof, as described under this Condition 7. Except as specifically provided by this Condition 7, the Company or the Guarantor (as applicable) shall not be required to make any payment with respect to any tax, assessment or governmental charge imposed by any government or a political subdivision or taxing authority thereof or therein.

**8. Certain Covenants of the Guarantor**

The following definitions shall be applicable to the covenants of the Guarantor specified below:

(i) "**Attributable Debt**" means, at the time of determination as to any lease, the present value (discounted at the actual rate, if stated, or, if no rate is stated, the implicit rate of interest of such lease transaction as determined by the chairman, president, any vice chairman, any vice president, the treasurer or any assistant treasurer of the Guarantor), calculated using the interval of scheduled rental payments under such lease, of the obligation of the lessee for net rental payments during the remaining term of such lease (excluding any subsequent renewal or other extension options held by the lessee). The term "net rental payments" means, with respect to any lease for any period, the sum of the rental and other payments required to be paid in such period by the lessee thereunder, but not including, however, any amounts required to be paid by such lessee (whether or not designated as rental or additional rental) on account of maintenance and repairs, insurance, taxes, assessments, water rates, indemnities or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, earnings or profits or of maintenance and repairs, insurance, taxes, assessments, water rates, indemnities or similar charges; provided, however, that, in the case of any lease which is terminable by the lessee upon the payment of a penalty in an amount which is less than the total discounted net rental payments required to be paid from the later of the first date upon which such lease may be so terminated and the date of the determination of net rental payments, "net rental payments" shall include the then-current amount of such penalty from the later of such two dates, and shall exclude the rental payments relating to the remaining period of the lease commencing with the later of such two dates.

(ii) "**Debt**" means notes, bonds, debentures or other similar evidences of indebtedness for money borrowed.

(iii) "**Manufacturing Subsidiary**" means any Subsidiary (A) substantially all the property of which is located within the continental United States of America, (B) which owns a Principal Domestic Manufacturing Property and (C) in which the Guarantor's investment, direct or indirect and whether in the form of equity, debt, advances or otherwise, is in excess of $2,500,000,000 as shown on the Guarantor's books as of the end of the fiscal year immediately preceding the date of determination; provided, however, that "Manufacturing Subsidiary" shall not include Hughes Electronics Corporation and its Subsidiaries, General Motors Acceptance

Corporation and its Subsidiaries (or any corporate successor of any of them) or any other Subsidiary which is principally engaged in leasing or in financing installment receivables or otherwise providing financial or insurance services to the Guarantor or others or which is principally engaged in financing the Guarantor's operations outside the continental United States of America.

(iv) "**Mortgage**" means any mortgage, pledge, lien, security interest, conditional sale or other title retention agreement or other similar encumbrance.

(v) "**Principal Domestic Manufacturing Property**" means any manufacturing plant or facility owned by the Guarantor or any Manufacturing Subsidiary which is located within the continental United States of America and, in the opinion of the Guarantor's Board of Directors, is of material importance to the total business conducted by the Guarantor and its consolidated affiliates as an entity.

(vi) "**Subsidiary**" means any corporation of which at least a majority of the outstanding stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by the Guarantor, or by one or more Subsidiaries, or by the Guarantor and one or more Subsidiaries.

**Limitation on Liens**

The Guarantor will not, and will not permit any Manufacturing. Subsidiary to, issue or assume any Debt secured by a Mortgage upon any Principal Domestic Manufacturing Property of the Guarantor or any Manufacturing Subsidiary or upon any shares of stock or indebtedness of any Manufacturing Subsidiary (whether such Principal Domestic Manufacturing Property, shares of stock or indebtedness are now owned or hereafter acquired) without in any such case effectively providing concurrently with the issuance or assumption of any such Debt that the Guarantees (together with, if the Guarantor shall so determine, any other indebtedness of the Guarantor or such Manufacturing Subsidiary ranking equally with the Guarantees and then existing or thereafter created) shall be secured equally and ratably with such Debt, unless the aggregate amount of Debt issued or assumed and so secured by Mortgages, together with all other Debt of the Guarantor and its Manufacturing Subsidiaries which (if originally issued or assumed at such time) would otherwise be subject to the foregoing restrictions, but not including Debt permitted to be secured under clauses (i) through (vi) of the immediately following paragraph, does not at the time exceed 20% of the stockholders equity of the Guarantor and its consolidated subsidiaries, as determined in accordance with accounting principles generally accepted in the United States and shown on the audited consolidated balance sheet contained in the latest published annual report to the Guarantor's stockholders.

The above restrictions shall not apply to Debt secured by:

(i) Mortgages on property, shares of stock or indebtedness of any corporation existing at the time such corporation becomes a Manufacturing Subsidiary;

(ii) Mortgages on property existing at the time of acquisition of such property by the Guarantor or a Manufacturing Subsidiary, or Mortgages to secure the payment of all or any part of the purchase price of such property upon the acquisition of such property by the Guarantor or a Manufacturing Subsidiary or to secure any Debt incurred prior to, at the time of, or within 180 days after, the later of the date of acquisition of such property and the date such property is placed in service, for the purpose of financing all or any part of the purchase price thereof, or Mortgages to secure any Debt incurred for the purpose of financing the cost to the Guarantor or a Manufacturing Subsidiary of improvements to such acquired property;

(iii) Mortgages securing Debt of a Manufacturing Subsidiary owing to the Guarantor or to another Subsidiary;

(iv) Mortgages on property of a corporation existing at the time such corporation is merged or consolidated with the Guarantor or a Manufacturing Subsidiary or at the time of a sale, lease or other disposition of the properties of a corporation as an entirety or substantially as an entirety to the Guarantor or a Manufacturing Subsidiary;

(v) Mortgages on property of the Guarantor or a Manufacturing Subsidiary in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country, or any political subdivision thereof, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Mortgages; or

(vi) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Mortgage referred to in the foregoing clauses (i) to (v); provided, however, that the principal amount of Debt secured thereby shall not exceed by more than 115% the principal amount of Debt so secured at the time of such extension, renewal or replacement and that such extension, renewal or replacement shall be limited to all or a part of the property which secured the Mortgage so extended, renewed or replaced (plus improvements on such property).

**Limitation on Sale and Lease-Backs**

The Guarantor will not, and will not permit any Manufacturing Subsidiary to, enter into any arrangement with any person providing for the leasing by the Guarantor or any Manufacturing Subsidiary of any Principal Domestic Manufacturing Property owned by the Guarantor or any Manufacturing Subsidiary on the date that the Guarantees are originally issued (except for temporary leases for a term of not more than five years and except for leases between the Guarantor and a Manufacturing Subsidiary or between Manufacturing Subsidiaries), which property has been or is to be sold or transferred by the Guarantor or such Manufacturing Subsidiary to such person, unless either:

(i) the Guarantor or such Manufacturing Subsidiary would be entitled, pursuant to the provisions of the limitation on liens set forth above, to issue, assume, extend, renew or replace Debt secured by a Mortgage upon such property equal in amount to the Attributable Debt in

respect of such arrangement without equally and ratably securing the Guarantees; provided, however, that from and after the date on which such arrangement becomes effective the Attributable Debt in respect of such arrangement shall be deemed for all purposes under the covenant on limitation on liens set forth above and this covenant on limitation on sale and lease-back to be Debt subject to the provisions of the covenant on limitation on liens described above (which provisions include the exceptions set forth in clauses (i) through (vi) of such covenant); or

(ii) the Guarantor shall apply an amount in cash equal to the Attributable Debt in respect of such arrangement to the retirement (other than any mandatory retirement or by way of payment at maturity), within 180 days of the effective date of any such arrangement, of Debt of the Guarantor or any Manufacturing Subsidiary (other than Debt owned by the Guarantor or any Manufacturing Subsidiary) which by its terms matures at or is extendible or renewable at the option of the obligor to a date more than twelve months after the date of the creation of such Debt.

**9. Events of Default**

In case one or more of the following events ("Events of Default") shall have occurred and be continuing:

(a) default in the payment of the principal of the 2015 Notes or the 2023 Notes as and when the same shall become due and payable either at maturity, upon redemption, by declaration or otherwise; or

(b) default in the payment of any installment of interest or in the payment of any Additional Amounts upon the 2015 Notes or the 2023 Notes as and when the same shall become due, and continuance of such default for a period of thirty days; or

(c) failure on the part of the Company or the Guarantor duly to observe or perform any other of the covenants or agreements on the part of the Company or the Guarantor applicable to the 2015 Notes or the 2023 Notes or the Guarantees or contained in the Fiscal and Paying Agency Agreement and the Conditions for a period of ninety days after the date on which written notice of such failure, requiring the Company or the Guarantor to remedy the same, shall have been given to the Company or the Guarantor by the Fiscal Agent, or to the Company or the Guarantor and the Fiscal Agent by the holders of at least 25 percent in aggregate principal amount of the 2015 Notes or the 2023 Notes at the time outstanding (as applicable); or

(d) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company or the Guarantor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or the Guarantor or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of ninety days; or

(e) the Company or the Guarantor shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Company or the Guarantor or for any substantial part of their respective property, or shall make any general assignment for the benefit of creditors;

then if an Event of Default described in clause (a), (b) or (c) shall have occurred and be continuing, and in each and every such case, unless the principal amount of all the 2015 Notes or the 2023 Notes, as the case may be, shall have already become due and payable, the holders of not less than 25 percent in aggregate principal amount of the 2015 Notes or the 2023 Notes affected thereby then outstanding (as applicable), by notice in writing to the Company (and the Fiscal Agent) may declare the principal amount of the 2015 Notes or the 2023 Notes (as applicable) affected thereby to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, any provision of the Fiscal and Paying Agency Agreement or the Notes contained to the contrary notwithstanding, or, if an Event of Default described in clause (d) or (e) shall have occurred and be continuing, and in each and every such case, the holders of not less than 25 percent in aggregate principal amount of the 2015 Notes or the 2023 Notes then outstanding (as applicable», by notice in writing to the Company (and the Fiscal Agent), may declare the principal of the 2015 Notes or the 2023 Notes (as applicable) to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, any provision in the Fiscal and Paying Agency Agreement or in the Notes to the contrary notwithstanding. The foregoing provisions, however, are subject to the conditions that if, at any time after the principal of the 2015 Notes or the 2023 Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Company or the Guarantor shall payor shall deposit with the Fiscal Agent a sum sufficient to pay all matured installments of interest, if any, and all Additional Amounts, if any, due upon the 2015 Notes or the 2023 Notes (as applicable) and the principal of the 2015 Notes or the 2023 Notes (as applicable) which shall have become due otherwise than by acceleration (with interest, if any, upon such principal, and, to the extent that payment of such interest is enforceable under applicable law, on overdue installments of interest and Additional Amounts, if any, at the same rate as the rate of interest specified in the 2015 Notes or the 2023 Notes, as the case may be, to the date of such payment or deposit), and such amount as shall be payable to the Fiscal Agent pursuant to the Fiscal and Paying Agency Agreement, and any and all defaults under the Fiscal and Paying Agency Agreement shall have been remedied, then and in every such case the holders of a majority in aggregate principal amount of the 2015 Notes or the 2023 Notes (as applicable) then outstanding, by written notice to the Company, the Guarantor and to the Fiscal Agent, may waive all defaults with respect to the 2015 Notes or the 2023 Notes (as applicable) and rescind and annul such declaration and its consequences; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereon.

In case the Fiscal Agent shall have proceeded to enforce any right under the Fiscal and Paying Agency Agreement and such proceedings shall have been discontinued or abandoned because of such recession and annulment or for any other reason or shall have been determined adversely to the Fiscal Agent, then and in every such case the Company, the Guarantor, the Fiscal Agent and the holders of the 2015 Notes or the 2023 Notes, as the case may be, shall be restored respectively to their former positions and rights hereunder, and all rights, remedies and powers of the Company, the Guarantor, the Fiscal Agent and the holders of the 2015 Notes or the 2023 Notes, as the case may be, shall continue as though no such proceedings had been taken.

**10. Fiscal and Paying Agents**

The Fiscal Agent and each of the Paying Agents will act solely as agents of the Company and the Guarantor (as applicable) and will not assume any obligations or relationships of agency or trust towards or with any Noteholder, except that any funds received by the Fiscal Agent for the payment of any sums due in respect of the Notes relating thereto shall be held by it in trust for the relevant Noteholders until the expiration of the relevant period under Condition 4. The Fiscal and Paying Agency Agreement contains provisions for the indemnification of the Fiscal Agent and for its relief from responsibility in certain circumstances.

**11. Consolidation, Merger or Sale of Assets**

Each of the Company and the Guarantor covenants that it will not merge or consolidate with any other corporation or sell or convey all or substantially all of its assets to any person, firm or corporation, unless (i) either the Company or the Guarantor, as the case may be, shall be the continuing company, or the successor corporation (if other than the Company or the Guarantor, as the case may be) shall be a company organized and existing under, in the case of a successor to the Company, the laws of Canada or a province thereof, or in the case of a successor to the Guarantor, the United States of America or a state thereof and such corporation shall expressly assume the due and punctual payment of the principal of, interest, and Additional Amounts, if any, on the Notes, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Fiscal and Paying Agency Agreement to be performed by the Company or the Guarantor, as the case may be, in an instrument executed and delivered to the Fiscal Agent by such corporation and (ii) the Company, the Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance of any such covenant or condition.

Notwithstanding the foregoing, the Company may transfer all or any part of its assets to the Guarantor or to any other entity controlled by the Company and/or the Guarantor, provided that such transfer shall not in any way affect the rights of holders of the Notes under the Notes or the Guarantee or to the full and punctual performance and observance of all Company and Guarantor covenants and conditions of the Fiscal and Paying Agency Agreement.

In case of any such consolidation, merger, sale or conveyance and upon any such assumption by the successor corporation, such successor corporation shall succeed to and be substituted for the Company or the Guarantor, as the case may be, with the same effect as if it had been named in the Fiscal and Paying Agency Agreement.

The Fiscal Agent may receive an opinion of counsel (which counsel may be an employee of or counsel to the Company, or who may be other counsel acceptable to the Fiscal Agent) as conclusive evidence that any such consolidation, merger, sale or conveyance, and any such assumption, complies with the provisions of this Condition 11.

**12. Meetings of Noteholders and Modification**

The Fiscal and Paying Agency Agreement contains provisions for convening meetings of Noteholders to consider matters affecting their interests including modifications by

Extraordinary Resolution with respect to the 2015 Notesorthe2023 Notes of the Terms and Conditions of the Notes, the Guarantees and the Fiscal and Paying Agency Agreement. The quorum at any such meeting for passing a resolution proposed as an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the 2015 Notes or the 2023 Notes (as applicable) for the time being outstanding, except that at any meeting, the business of which includes, *inter alia,* (i) modification of the Maturity Date of the 2015 Notes or the 2023 Notes or reduction or cancellation of the principal amount payable upon maturity, (ii) reduction of the amount payable or modification of the payment date in respect of any interest on the 2015 Notes or the 2023 Notes, (iii) modification of the currency in which payments under the Notes are to be made, (iv) modification of the majority required to pass an Extraordinary Resolution or (v) modification of the provisions of the Fiscal and Paying Agency Agreement concerning this exception, the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned meeting not less than a clear majority, in principal amount of the 2015 Notes or the 2023 Notes (as applicable) for the time being outstanding. Any resolution duly passed at any such meeting shall be binding on all Noteholders (whether or not they were present at such meeting).

The Fiscal Agent may agree with the Company and the Guarantor, without the consent of the Noteholders, to any modification to any of the provisions of the Fiscal and Paying Agency Agreement, the Notes or the Guarantee which is of a fonnal, minor or technical nature in the opinion of the Company and the Guarantor or to add any covenant, restriction, condition or provision as the Company and the Guarantor shall consider to be for the protection of the Noteholders or is made for the purpose of curing any ambiguity, or correcting or supplementing any provision contained therein which may be defective or inconsistent with any other provision contained therein, or to make such other provisions in regard to matters or questions arising under the Fiscal and Paying Agency Agreement as shall not adversely affect the interests of the holders of the Notes. Any such modification shall be binding on all the Noteholders, and, if the Fiscal Agent so requires, shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 13.

**13. Notices**

Notices to Noteholders will be given by publication in a daily morning newspaper in the English language of general circulation in London, England. In addition, so long as the 2015 Notes and the 2023 Notes are listed on the Luxembourg Stock Exchange and the rules of such Exchange shall so require, notices to holders of the 2015 Notes or the 2023 Notes (as applicable) will be given by publication in a daily newspaper of general circulation in Luxembourg. The terms “daily morning newspaper” and “daily newspaper” shall be deemed to mean a newspaper customarily published on each Business Day (as defined under Condition 4) (in morning editions, in the case of “daily morning newspaper”), whether or not it shall be published in Saturday, Sunday, or holiday editions. If, by reason of the temporary or permanent suspension of publication of any newspaper, or by reason of any other cause, it shall be impossible to make publication of such notice in a daily morning newspaper in the English language of general circulation in London, England, and Luxembourg then such publication or other notice in lieu thereof as shall be made by the Fiscal Agent shall constitute sufficient publication of such notice, if such publication or other notice shall be in an English language newspaper with general

circulation in Europe and, so far as may be possible, shall approximate the terms and conditions of the publication in lieu of which it is given. In addition, any notice shall be published in a manner which complies with the rules and regulations of the Luxembourg Stock Exchange.

Such publication is expected to be made in the *Financial Times* and the *Luxemburger Wort.* Such notice shall be deemed to have been given on the date of publication, or, if published on more than one date, on the date of first publication.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with the relevant Note or Notes, with the Fiscal Agent.

**14. Replacement of Notes**

In the case of any Global Notes or any Definitive Notes issued under the circumstances described under "Issuance of Definitive Notes" in Condition 1, any such Notes that become mutilated, defaced, destroyed, stolen or lost will be replaced by the Company at the expense of the holder upon delivery to the registrar (the "**Replacement Agent**") of such Notes or evidence of the loss, theft or destruction thereof satisfactory to the Company and the Replacement Agent. In the case of a mutilated, defaced, destroyed, stolen or lost Note, an indemnity and/or security satisfactory to the Replacement Agent and the Company may be required at the expense of the holder of such Note before a replacement Note will be issued.

**15. Further Issues**

The Company may from time to time, without the consent of the holder of any Note, create and issue further 2015 Notes and/or 2023 Notes ranking equally in all respects and on the same terms and conditions in all respects (or in all respects save for the date and amount of the first payment of interest thereon) so that such issue shall be consolidated and form a single series with the 2015 Notes or the 2023 Notes (as applicable) for all purposes, provided, however, that such further Notes may be issued only within three years of the issue date of the original Notes and only if they are fungible with the original Notes for United States federal income tax purposes.

**16. Governing Law**

The Fiscal and Paying Agency Agreement, the Notes (including the Terms and Conditions of the Notes) and the Guarantees will be governed by and construed in accordance with the laws of the State of New York, United States of America without giving effect to the principles of conflicts of law.

Each of the Company and the Guarantor irrevocably agrees that any legal action or proceeding against them arising out of or in connection with the Notes and the Guarantees may be brought in any federal or New York State court sitting in the Borough of Manhattan and each of the Company and the Guarantor irrevocably waives, to the fullest extent permitted by law, any objection they may 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.

## THE GUARANTEE

*The following is the text of the Guarantee of the Notes that will be endorsed on the Global Notes and the definitive Notes.*

General Motors Corporation (the "Guarantor") hereby unconditionally guarantees to the holder of this Note duly authenticated and delivered by the Fiscal Agent, the due and punctual payment of the principal of, and interest (together with any Additional Amounts payable pursuant to the terms of this Note), on this Note, when and as the same shall become due and payable, whether at maturity or upon redemption or upon declaration of acceleration or otherwise according to the terms of this Note and of the Fiscal and Paying Agency Agreement. In case of default by General Motors Nova Scotia Finance Company (the "Company") in the payment of any such principal or interest (together with any Additional Amounts payable pursuant to the terms of this Note), the Guarantor agrees duly and punctually to pay the same. The Guarantor hereby agrees that its obligations hereunder shall be absolute and unconditional irrespective of any extension of the time for payment of this Note, any modification of this Note, any invalidity, irregularity or unenforceability of this Note or the Fiscal and Paying Agency Agreement, any failure to enforce the same or any waiver, modification or indulgence granted to the Company with respect thereto by the holder of this Note or the Fiscal Agent, or any other circumstances which may otherwise constitute a legal or equitable discharge of a surety or guarantor. The Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger or bankruptcy of the Company, any right to require a demand or proceeding first against the Company, protest or notice with respect to this Note or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this guarantee will not be discharged as to this Note except by payment in full of the principal of, and interest (together with any Additional Amounts payable pursuant to the terms of this Note), thereon.

The Guarantor irrevocably waives any and all rights to which it may be entitled, by operation of law or otherwise, upon making any payment hereunder (i) to be subrogated to the rights of a holder against the Company with respect to such payment or otherwise to be reimbursed, indemnified or exonerated by the Company in respect thereof or (ii) to receive any payment, in the nature of contribution or for any other reason, from any other obligor with respect to such payment.

This guarantee shall not be valid or become obligatory for any purpose with respect to this Note until the certificate of authentication on this Note shall have been signed by the Fiscal Agent.

This guarantee is governed by the laws of the State of New York, United States of America.

IN WITNESS WHEREOF, General Motors Corporation has caused this guarantee to be signed by facsimile by its duly authorized officers and has caused a facsimile of its corporate seal to be affixed hereunto or imprinted hereon.

GENERAL MOTORS CORPORATION

By: _____

By: _____

SCHEDULE 2

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE REPRESENTED BY THE GLOBAL NOTES

*The following is a summary of certain additional provisions to be contained in the Global Notes, with respect to the 2015 Notes and the 2023 Notes, which will apply to, and to the extent that they are inconsistent with, modify the terms and conditions of the Notes set forth under "Terms and Conditions of the Notes".*

**1. Notices**

For so long as all of the Notes are represented by one or more of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream (as the case may be) for communication to the relative Accountholders rather than by publication as required by Condition 13, provided that, so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, notices to Noteholders will be given by publication in a daily newspaper of general circulation in Luxembourg. Such publication is expected to be made in the *Luxemburger Wort.* In addition, any notice shall be published in a manner which complies with the rules and regulations of the Luxembourg Stock Exchange. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which such notice is delivered to Euroclear and/or Clearstream (as the case may be) as aforesaid.

**2. Accountholders**

For so long as all of the Notes are represented by a Global Note and such Global Note is held on behalf of Euroclear and/or Clearstream, each person who is for the time being shown in the records of Euroclear or Clearstream as the holder of a particular principal amount of such Notes (each an "Accountholder") (in which regard any certificate or other document issued by Euroclear or Clearstream, as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Notes for all purposes (including for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Noteholders) other than with respect to the payment of principal and interest on such Notes, the right to which shall be vested, as against the Company solely to the registered owner of the Global Note in accordance with and subject to its terms. Each Accountholder must look solely to Euroclear or Clearstream (as the case may be) for its share of each payment made to the registered owner of the relevant Global Note.

**3. Cancellation**

Cancellation of any Note represented by a Global Note and required by the Terms and Conditions of the Notes to be cancelled following its redemption or purchase will be effected by endorsement by or on behalf of the Fiscal Agent of the reduction **in** the principal amount of the relevant Global Note on the relevant part of the schedule thereto.

**4. Euroclear And Clearstream**

References herein to Euroclear and Clearstream shall be deemed to include references to any other clearing system through which interests in the Notes are held.

SCHEDULE 3

FORMS OF GLOBAL AND DEFINITIVE NOTES

PART I
FORM OF GLOBAL NOTE

Common Code No.:
ISIN No.:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS POSSESSIONS, ITS TERRITORIES OR OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "UNITED STATES") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY CITIZEN OR RESIDENT OF THE UNITED STATES, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OR ANY POLITICAL SUBDIVISION THEREOF OR THEREIN, AN ESTATE THE INCOME OF WHICH IS SUBJECT TO UNITED STATES FEDERAL INCOME TAXATION REGARDLESS OF ITS SOURCE OR A TRUST IF BOTH A COURT WITHIN THE UNITED STATES IS ABLE TO EXERCISE PRIMARY SUPERVISION OVER ITS ADMINISTRATION AND ONE OR MORE UNITED STATES PERSONS HAVE THE AUTHORITY TO CONTROL ALL OF ITS SUBSTANTIAL DECISIONS OR A TRUST THAT HAS MADE A VALID ELECTION TO BE TREATED AS A DOMESTIC TRUST FOR UNITED STATES FEDERAL INCOME TAX PURPOSES ("UNITED STATES PERSONS"); PROVIDED, HOWEVER, THAT THE TERM "UNITED STATES PERSON" SHALL NOT INCLUDE A BRANCH OR AGENCY OF A UNITED STATES BANK OR INSURANCE COMPANY THAT IS OPERATING OUTSIDE THE UNITED STATES FOR VALID BUSINESS REASONS AS A LOCALLY REGULATED BRANCH OR INSURANCE BUSINESS AND NOT SOLELY FOR THE PURPOSE OF INVESTING IN SECURITIES NOT REGISTERED UNDER THE SECURITIES ACT.

THIS NOTE IS A GLOBAL NOTE WITHOUT COUPONS, EXCHANGEABLE FOR DEFINITIVE NOTES WITHOUT COUPONS ONLY IN LIMITED CIRCUMSTANCES AT THE MAIN OFFICE OF THE FISCAL AGENT (AS DEFINED HEREIN) IN LUXEMBOURG. THE RIGHTS ATTACHING TO THIS GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE NOTES, ARE AS SPECIFIED IN THE TERMS AND CONDITIONS OF THIS NOTE.

NEITHER THE HOLDER NOR THE BENEFICIAL OWNERS OF THIS GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF INTEREST HEREON EXCEPT PURSUANT TO THE PROVISIONS HEREOF.

GENERAL MOTORS NOVA SCOTIA FINANCE COMPANY (organized under the laws of Nova Scotia, Canada)

GLOBAL NOTE representing

£

PERCENT NOTES DUE

This Note is listed on the Luxembourg Stock Exchange

General Motors Nova Scotia Finance Company, a company organized under the laws of Nova Scotia, promises to pay to BT Globenet Nominees Limited or registered assigns the principal sum specified in Schedule A hereto, on , upon surrender hereof, and to pay interest at the rate of percent per annum in arrears from the date of issuance or the later date to which interest has been paid or provided for on said principal amount annually on each , beginning, until payment of said principal amount has been made or duly provided for. Such payments shall be made in Pounds Sterling.

Reference is made to the further provisions set forth under Terms and Conditions of the Note endorsed on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

Holders of this Note are deemed to have notice of all of the provisions of the Fiscal and Paying Agency Agreement dated July 10, 2003 among the Company, General Motors Corporation as Guarantor, Deutsche Bank Luxembourg S.A. as Fiscal Agent and principal Paying Agent and Banque Generale du Luxembourg S.A., as Paying Agent (as amended from time to time in accordance with its terms, the "**Fiscal and Paying Agency Agreement**") applicable to them. Copies of the Fiscal and Paying Agency Agreement are available for inspection at the specified offices of the Fiscal Agent.

Title to this Note shall pass on registration of the Note in the Note Register for the Notes. Prior to the registration of any transfer of this Note in the Note Register, the Company may treat the person in whose name this Note is registered as the absolute owner of this Note for all purposes (notwithstanding any notice to the contrary and whether or not this Note shall be overdue and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft or trust or other interest herein).

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been duly signed by the Fiscal Agent acting in accordance with the Fiscal and Paying Agency Agreement.

IN WITNESS whereof the Company has caused this Global Note to be duly executed on its behalf.

GENERAL MOTORS NOVA SCOTIA FINANCE COMPANY

By: _____
Name:
Duly Authorized Officer

Dated: July , 2003

CERTIFICATE OF AUTHENTICATION

This is the Global Note described in the within-mentioned Fiscal and Paying Agency Agreement.

DEUTSCHE BANK LUXEMBOURG S.A.
as Fiscal Agent without warranty, recourse or liability

By: _____
Name:
Title:
Authorized Officer

**Schedule A**

The initial principal amount of this Global Note is £ .

Changes in principal amount of this Global Note are set forth below:

| Date | Principal amount by which this Global Note is to be decreased and reason for decrease | Remaining principal amount of this Global Note after such decrease | Notation made by or on behalf of the Company |
|---|---|---|---|

**Schedule B**

SCHEDULE OF EXCHANGES
FOR NOTES REPRESENTED BY A GLOBAL NOTE

The following exchanges of a part of this Global Note for Notes represented by Definitive Notes have been made:

| Date of Exchange | Principal Amount of Definitive Notes Issue in Exchange for a Portion of this Global Note | Remaining Principal Amount of this Global Note Following such Exchange | Notation Made by or on Behalf of the Company |
|---|---|---|---|

**PART II**

FORM OF DEFINITIVE NOTE

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE UNITED STATES OF AMERICA (INCLUDING THE STATES AND THE DISTRICT OF COLUMBIA), ITS POSSESSIONS, ITS TERRITORIES OR OTHER AREAS SUBJECT TO ITS JURISDICTION (THE "UNITED STATES") OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY CITIZEN OR RESIDENT OF THE UNITED STATES, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OR ANY POLITICAL SUBDIVISION THEREOF OR THEREIN, AN ESTATE THE INCOME OF WHICH IS SUBJECT TO UNITED STATES FEDERAL INCOME TAXATION REGARDLESS OF ITS SOURCE OR A TRUST IF BOTH A COURT WITHIN THE UNITED STATES IS ABLE TO EXERCISE PRIMARY SUPERVISION OVER ITS ADMINISTRATION AND ONE OR MORE UNITED STATES PERSONS HAVE THE AUTHORITY TO CONTROL ALL OF ITS SUBSTANTIAL DECISIONS OR A TRUST THAT HAS MADE A VALID ELECTION TO BE TREATED AS A DOMESTIC TRUST FOR UNITED STATES FEDERAL INCOME TAX PURPOSES ("UNITED STATES PERSONS"); PROVIDED, HOWEVER, THAT THE TERM "UNITED STATES PERSON" SHALL NOT INCLUDE A BRANCH OR AGENCY OF A UNITED STATES BANK OR INSURANCE COMPANY THAT IS OPERATING OUTSIDE THE UNITED STATES FOR VALID BUSINESS REASONS AS A LOCALLY REGULATED BRANCH OR INSURANCE BUSINESS AND NOT SOLELY FOR THE PURPOSE OF INVESTING IN SECURITIES NOT REGISTERED UNDER THE SECURITIES ACT.

£1,000/£10,000/£100,000

GENERAL MOTORS NOVA SCOTIA FINANCE COMPANY

(organized under the laws of Nova Scotia, Canada)

£

PERCENT NOTES DUE

This Note is listed on the Luxembourg Stock Exchange

GENERAL MOTORS NOVA SCOTIA FINANCE COMPANY, a Nova Scotia company (the "**Company**"), for value received, hereby promises to pay to or registered assigns on , upon surrender hereof, the principal amount of

**One Thousand/Ten Thousand/One Hundred Thousand Pounds Sterling**
£1,000/£10,000/£1 00,000

and to pay interest at the rate of percent per annum in arrears from the date of issuance or the later date to which interest has been paid or provided for on said principal amount annually on each, beginning, until payment of said principal amount has been made or duly provided for. Such payments shall be made in Pounds Sterling.

Reference is made to the further provisions set forth under Terms and Conditions of the Note endorsed on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

Holders of this Note are deemed to have notice of all of the provisions of the Fiscal and Paying Agency Agreement dated July 10, 2003 among the Company, General Motors Corporation as Guarantor, Deutsche Bank Luxembourg S.A. as Fiscal Agent and principal Paying Agent and Banque Generale du Luxembourg S.A., as Paying Agent (as amended from time to time in accordance with its terms, the "**Fiscal and Paying Agency Agreement**") applicable to them. Copies of the Fiscal and Paying Agency Agreement are available for inspection at the specified offices of the Fiscal Agent.

Title to this Note shall pass on registration of the Note in the Note Register for the Notes. Prior to the registration of any transfer of this Note in the Note Register, the Company may treat the person in whose name this Note is registered as the absolute owner of this Note for all purposes (notwithstanding any notice to the contrary and whether or not this Note shall be overdue and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft or trust or other interest herein).

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been duly signed by the Fiscal Agent acting in accordance with the Fiscal and Paying Agency Agreement.

IN WITNESS whereof the Company has caused this Note to be duly executed on its behalf.

GENERAL MOTORS NOVA SCOTIA FINANCE COMPANY

By: _____
Name:
Duly Authorized Officer

Dated: July , 2003

CERTIFICATE OF AUTHENTICATION

This is one of the Notes described in the within-mentioned Fiscal and Paying Agency Agreement.

DEUTSCHE BANK LUXEMBOURG S.A.
as Fiscal Agent without warranty, recourse or liability

By: _____
Name:
Title:

SCHEDULE 4

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

1. As used in this Schedule the following expressions shall have the following meanings unless the context otherwise requires:

(i) "**voting certificate**" shall mean an English language certificate issued by a Paying Agent and dated, in which it is stated:

(a) that on the date thereof Notes (not being Notes in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate and any adjourned such meeting) bearing specified serial numbers were deposited with such Paying Agent or (to the satisfaction of such Paying Agent) were held to its order or under its control and that no such Notes will cease to be so deposited or held until the first to occur of:

(1) the conclusion of the meeting specified in such certificate, or, if applicable, any adjourned such meeting; and

(2) the surrender of the certificate to the Paying Agent who issued the same; and

(b) that the Noteholder is entitled to attend and vote at such meeting and any adjourned such meeting in respect of the Notes represented by such certificate;

(ii) "**block voting instruction**" shall mean an English language document issued by a Paying Agent and dated, in which:

(a) it is certified that Notes (not being Notes in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction and any adjourned such meeting) have been deposited with such Paying Agent or (to the satisfaction of such Paying Agent) were held to its order or under its control and that no such Notes will cease to be so deposited or held until the first to occur of:

(1) the conclusion of the meeting specified in such document or, if applicable, any adjourned such meeting; and

(2) the surrender to the Paying Agent not less than 48 hours before the time for which such meeting or any adjourned such meeting is convened of the receipt issued by such Paying Agent in respect of each such deposited Note which is to be released or (as the case may require) the Note or Notes ceasing with the agreement of the Paying Agent to be held to its order or under its control and the giving of notice by the Paying Agent to the Company in accordance with paragraph 17 below of the necessary amendment to the block voting instruction;

(b) it is certified that each holder of such Notes has instructed such Paying Agent that the vote(s) attributable to the Note or Notes so deposited or held should be cast in a particular way in relation to the resolution or resolutions to be put to such meeting or any adjourned such meeting and that all such instructions are during the period commencing 48 hours prior to the time for which such meeting or any adjourned such meeting is convened and ending at the conclusion or adjournment thereof neither revocable nor capable of amendment;

(c) the total number and the serial numbers of the Notes so deposited or held are listed distinguishing with regard to each such resolution between those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favor of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and

(d) one or more persons named in such document (each hereinafter called a "**proxy**") is or are authorized and instructed by such Paying Agent to cast the votes attributable to the Notes so listed in accordance with the instructions referred to in sub-paragraph (c) above as set out in such document.

The holder of any voting certificate or the proxies named in any block voting instruction shall for all purposes in connection with the relevant meeting or adjourned meeting of Noteholders be deemed to be the holder of the Notes to which such voting certificate or block voting instruction relates and the Paying Agent with which such Notes have been deposited or the person holding the same to the order or under the control of such Paying Agent shall be deemed for such purposes not to be the holder of those Notes.

2. The Company may at any time and, upon a requisition in writing of Noteholders holding not less than one tenth of the principal amount of the 2015 Notes or the 2023 Notes for the time being outstanding, convene a meeting of the applicable Noteholders and if the Company is in default for a period of seven days in convening such a meeting the same may be convened by the requisitionists. Whenever the Company is about to convene any such meeting they shall forthwith give notice in writing to the Fiscal Agent of the day, time and place thereof and of the nature of the business to be transacted thereat.

3. At least 21 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is held) specifying the place, day and hour of meeting shall be given to the Noteholders prior to any meeting of the Noteholders in the manner provided by Condition 13. Such notice shall state generally the nature of the business to be transacted at the meeting thereby convened but it shall not be necessary to specify in such notice the terms of any resolution to be proposed. Such notice shall include a statement to the effect that Notes may be deposited with Paying Agents for the purpose of obtaining voting certificates or appointing proxies not less than 1 Business Day before the time fixed for the meeting or, in the case of corporations, may appoint representatives by resolution of their directors or other governing body. A copy of the notice shall be sent by overnight courier to the Company (unless the meeting is convened by the Company).

4. Some person (who need not be a Noteholder) nominated in writing by the Company shall be entitled to take the chair at every such meeting but if no such nomination is made or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting the Noteholders present shall choose one of their number to be Chairman.

5. At any such meeting one or more persons present holding the 2015 Notes or the 2023 Notes or voting certificates or being proxies and holding or representing in the aggregate not less than one twentieth of the principal amount of the 2015 Notes or the 2023 Notes shall form a quorum for the transaction of business and no business (other than choosing of a Chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business. An **"Extraordinary Resolution"** refers to any resolution affecting the interests of the Noteholders, including modification of the Conditions, the 2015 Notes or the 2023 Notes or the Fiscal and Paying Agency Agreement. The quorum at any such meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate a clear majority in principal amount of the 2015 Notes or the 2023 Notes (as applicable) for the time being outstanding provided that with respect to any of the following matters:

(i) modification of the Maturity Date of the 2015 Notes or the 2023 Notes or reduction or cancellation of the amount of principal payable upon maturity;

(ii) variation of calculating the rate of interest in respect of the 2015 Notes or the 2023 Notes;

(iii) modification of the currency in which payments under the 2015 Notes or the 2023 Notes are to be made;

(iv) modification of the majority required to pass an Extraordinary Resolution;

(v) alteration of this proviso or the proviso to paragraph 6 below;

the quorum for passing shall be one or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate not less than two-thirds, or at any adjourned such meeting not less than a clear majority, of the principal amount of the 2015 Notes or the 2023 Notes (as applicable) for the time being outstanding. An Extraordinary Resolution passed at any meeting of the holders of Notes will be binding on all holders of the 2015 Notes or the 2023 Notes, as the case may be, whether or not they are present at the meeting. Except as otherwise provided herein, the quorum at any meeting for passing any matters other than Extraordinary Resolutions shall be one or more persons present holding or representing in the aggregate not less than a clear majority of the principal amount of the 2015 Notes or the 2023 Notes (as applicable) represented at such meeting.

6. If within fifteen minutes after the time appointed for any such meeting a quorum is not present the meeting shall if convened upon the requisition of Noteholders be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if such is a public holiday the next succeeding Business Day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall stand adjourned for such period being not less than 14 days nor more than 42 days, and at such place as may be appointed by the Chairman and approved by the Fiscal Agent) and at such adjourned meeting one or more persons present holding Notes or voting certificates or being proxies (whatever the

principal amount of the Notes so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the requisite quorum been present provided that at any adjourned meeting the business of which includes any of the matters specified in the proviso to paragraph 5 above the quorum for passing on Extraordinary Resolution shall be one or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate not less than a clear majority of principal amount of the 2015 Notes or the 2023 Notes (as applicable) for the time being outstanding.

7. Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 3 above and such notice shall (except in cases where the proviso to paragraph 6 above shall apply when it shall state the relevant quorum) state that two or more persons present holding Notes or voting certificates or being proxies at the adjourned meeting whatever the principal amount of the Notes held or represented by them will form a quorum. Subject as aforesaid it shall not be necessary to give any notice of an adjourned meeting.

8. Every question, including any Extraordinary Resolution, submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a holder of a voting certificate or as a proxy.

9. At any meeting unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, the Company or by two or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate not less than one fiftieth part of the principal amount of the 2015 Notes or the 2023 Notes (as applicable) then outstanding a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor or against such resolution.

10. Subject to paragraph 12 below, if at any such meeting a poll is so demanded it shall be taken in such manner and subject as hereinafter provided either at once or after an adjournment as the Chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.

11. The Chairman may with the consent of (and shall if directed by) any such meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of a required quorum) have been transacted at the meeting from which the adjournment took place.

12. Any poll demanded at any such meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.

13. Any director or officer of the Company and their lawyers and financial advisers may attend and speak at any meeting. Save as aforesaid, but without prejudice to the proviso to the definition of "outstanding" in Clause 1 of the Fiscal and Paying Agency Agreement, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Noteholders or join with others in requisitioning the convening of such a meeting unless he either produces the Note or Notes of which he is the holder or a voting certificate or is a proxy. Neither the Company nor any of its subsidiaries shall be entitled to vote at any meeting in respect of 2015 Notes or the 2023 Notes held by it for the benefit of the Company and no other person shall be entitled to vote at any meeting in respect of Notes held by it for the benefit of the Company. Nothing herein contained shall prevent any of the proxies named in any block voting instruction or voting certificate from being a director, officer or representative of or otherwise connected with the Company.

14. Subject as provided in paragraph 13 above at any meeting:

(a) on a show of hands every person who is present in person and produces a 2015 Note or a 2023 Note or voting certificate or is a proxy shall have one vote; and

(b) on a poll every person who is so present shall have one vote in respect of each minimum integral amount of 2015 Notes or 2023 Notes.

15. The proxies named in any block voting instruction need not be Noteholders.

16. Each block voting instruction together (if so requested by the Company) with proof satisfactory to such Company of its due execution on behalf of the relevant Paying Agent shall be deposited at such place as the Fiscal Agent shall approve not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the block voting instruction propose to vote and in default the block voting instruction shall not be treated as valid unless the Chairman of the meeting decides otherwise before such meeting or adjourned meeting proceeds to business. A notarially certified copy of each block voting instruction shall be deposited with the Fiscal Agent before the commencement of the meeting or adjourned meeting but the Fiscal Agent shall not thereby be obligated to investigate or be concerned with the validity of or the authority of the proxies named in any such block voting instruction.

17. Any vote given in accordance with the terms of a block voting instruction shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or of any of the Noteholders' instructions pursuant to which it was executed provided that no intimation in writing of such revocation or amendment shall have been received from the relevant Paying Agent by the Company at its registered office (or such other place as may have been approved by the Fiscal Agent for the purpose) by the time being 24 hours before the time appointed for holding the meeting or adjourned meeting at which the block voting instruction is to be used.

18. Without limiting the definition of Extraordinary Resolution, the following powers shall be exercisable only by Extraordinary Resolution:

(a) Power to sanction any compromise or arrangement proposed to be made between the Company and the Noteholders.

(b) Power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders against the Company or against any of its property whether such rights shall arise under these presents, the Notes or otherwise.

(c) Power to assent to any modification of the provisions contained in these presents or the Conditions or the Notes which shall be proposed by the Company.

(d) Power to give any authority or sanction which under the provisions of these presents or the Notes is required to be given by Extraordinary Resolution.

(e) Power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution.

(f) Power to sanction any agreement or proposal for the exchange or sale of the Notes for, or as the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Company or any other company formed or to be formed, or for or into or in consideration such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash.

(g) Subject to Condition 11, power to approve the substitution of any entity in place of the Company (or any previous substitute) as the principal debtor in respect of the Notes.

19. Any resolution passed at a meeting of the Noteholders duly convened and held in accordance with these presents shall be binding upon all the Noteholders whether present or not present at such meeting and whether or not voting and each of them shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof. Notice of the result of the voting on any resolution duly considered by the Noteholders shall be published in accordance with Condition 13 within 14 days of such result being known provided that the non publication of such notice shall not invalidate such resolution.

20. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Company and any such minutes as aforesaid if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings had shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had thereat to have been duly passed or had.

SIGNATORIES

The Company

GENERAL MOTORS NOVA SCOTIA FINANCE COMPANY
1908 Colonel Sam Drive
Oshawa, Ontario L1H 8P7
Canada

Telephone: (905) 644-7319
Facsimile: (905) 644-6273
Attention: Chief Executive Officer, Chief Financial Officer and Principal Accounting Officer

By:

The Guarantor

General Motors Corporation
300 Renaissance Center
Detroit, Michigan 48265-2000
United States

Telephone: 313-665-6288
Facsimile: 313 644-6273
Attention: Vice President , Global Borrowings

By:

The Fiscal Agent

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg

Facsimile: +352473136
Attention: Coupon Paying Department

By:

The Paying Agent

Banque Generale du Luxembourg
S.A.
50 Avenue J.F. Kennedy
L-2951 Luxembourg

Telephone: +35242428068
Facsimile: +35242422887
Attention: Documentation,
Fiscal and Listing Agencies

By:

**Exhibit 5.1**

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8000

April 27, 2009

General Motors Corporation
300 Renaissance Center
Detroit, Michigan 48265-3000

Ladies and Gentlemen:

We have acted as counsel to General Motors Corporation, a Delaware corporation (the "**Company**"), in connection with the preparation and filing with the Securities and Exchange Commission of the Company's Registration Statement on Form S-4 (the "**Registration Statement**"), under the Securities Act of 1933, as amended (the "**Securities Act**"), relating to (i) the exchange by the Company (the "**Company Exchange Offers**") of certain series of the Company's outstanding securities identified in the Registration Statement (the "**Old GM Securities**") and (ii) the exchange by General Motors Nova Scotia Finance Company ("**GM Nova Scotia**"), a Nova Scotia unlimited company (the "**GM Nova Scotia Exchange Offers**" and together with the Company Exchange Offers, the "Exchange Offers"), of certain series of the GM Nova Scotia's outstanding securities identified in the Registration Statement (the "**Old GM Nova Scotia Securities**"), each in exchange for shares of common stock, par value $0.01 per share, of the Company (the "**Shares**"). Certain beneficial owners of the Company's 1.50% Series D Convertible Senior Debentures due June 1, 2009 (the "**Series D Debentures**") who tender their Series D Debentures are agreeing to forbear from taking any action to enforce, or direct enforcement of, and waive any of the rights and remedies available to such holders as a result of any default in the payment of the principal of (or premium, if any, on) the Series D Debentures on June 1, 2009, and to waive the right to payment upon such date (the "**Waiver**") until the earlier of (i) such date as the Exchange Offers have been terminated (including in the event the Company files a petition for relief under the U.S. Bankruptcy Code) and (ii) the date of the consummation of the Exchange Offers. To give effect to the Waiver, on June 1, 2009, the Company expects to issue Amended 1.50% Series Convertible Senior Debentures (the "**Amended Series D Debentures**" and, together with the Shares, the "**Securities**") under the indenture, dated as of December 7, 1995 (the "**Indenture**"), between the Company and Wilmington Trust Company, as successor trustee (the "**Trustee**").

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Restated Certificate of Incorporation of the Company; (ii) the Registration Statement; (iii) the prospectus contained within the Registration Statement (the "**Prospectus**"); (iv) the Indenture and (v) such corporate records, agreements, documents and other instruments, and such certificates or

comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

Based on and subject to the foregoing and assuming that (i) each of the Company and the Trustee is validly existing and in good standing under the laws of its jurisdiction of organization, (ii) each of the Company and the Trustee has the requisite corporate power and authority to enter into and perform its obligations under the Amended Series D Debentures; (iii) the Company has duly authorized the issuance of the Securities and the entry into and performance of its obligations under the Amended Series D Debentures; (iv) the Registration Statement and any amendments thereto (including any post-effective amendments) will have become effective and comply with all applicable laws and no stop order suspending the Registration Statement's effectiveness will have been issued and remain in effect, in each case, at the time the Securities are issued as contemplated by the Registration Statement, (v) the amendments to the Restated Certificate of Incorporation of the Company described in the Registration Statement will have become effective, (vi) the reverse stock split described in the Registration Statement has been consummated and (vii) all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement, we advise you that in our opinion:

1.Shares. When the Company has received the consideration therefor specified in the Registration Statement, the Shares will be validly issued, fully paid and non-assessable.

2.Amended Series D Debentures. When (i) the terms of the Amended Series D Debentures have been duly established in conformity with the Indenture so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding on the Company, and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company and (ii) the Amended Series D Debentures have been duly executed and authenticated in accordance with the Indenture, such Amended Series D Debentures will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

The opinions expressed above with respect to enforceability are subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and to general principles of equity, including principles of commercial reasonableness, good faith and

fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

The opinions expressed herein are limited to the laws of the State of Delaware and the State of New York and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the filing of this letter as an exhibit to the Registration Statement and to the reference to our firm under the captions “Material United States Federal Income Tax Considerations” and “Legal Matters” in the prospectus which is a part of the Registration Statement.

Very truly yours,

/s/ WEIL, GOTSHAL & MANGES LLP

**Exhibit 5.2**

[OPINION AND CONSENT OF MARTIN I. DARVICK, ESQ.]

April 27, 2009

GENERAL MOTORS CORPORATION
300 Renaissance Center
Detroit, Michigan 48265

I have acted as an attorney for General Motors Corporation (the "Corporation") in connection with the preparation of that certain registration statement on Form S-4 (as amended or supplemented from time to time, the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), on the date hereof. The Registration Statement relates to the offer by the Corporation to exchange certain of its outstanding debt securities as identified in the Registration Statement (the "Exchange Offers") for shares of common stock of the Corporation (the "New Common Shares"). Beneficial owners of the Corporation's 1.50% Series D Convertible Senior Debentures due June 1, 2009 (the "Series D Debentures") who tender their Series D Debentures in the Exchange Offers agree to forbear from taking any action to enforce, or direct enforcement of, and waive any of the rights and remedies available to such holders as a result of any default in the payment of the principal of (or premium, if any, on) the Series D Debentures on June 1, 2009, and waive the right to payment upon such date (the "Waiver") until the earlier of (i) such date as the Exchange Offers have been terminated (including in the event the Corporation files a petition for relief under the U.S. Bankruptcy Code) and (ii) the date of the consummation of the Exchange Offers. To give effect to the Waiver, on June 1, 2009, the Corporation expects to issue Amended 1.50% Series Convertible Senior Debentures (the "Amended Series D Debentures") under the indenture, dated as of December 7, 1995 (the "Indenture"), between the Company and Wilmington Trust Company, as successor trustee.

Subject to the limitations and other qualifications set forth below:

1. The Corporation is validly existing as a corporation and in good standing under the laws of the State of Delaware.

2. The New Common Shares to be issued as consideration in the Exchange Offers have been duly authorized for issuance, assuming the amendments to the restated certificate of incorporation of the Corporation described in the Registration Statement have been duly approved by the stockholders of the Corporation and become effective.

3. With respect to the Amended Series D Debentures, it is my opinion that (i) the Amended Series D Debentures have been duly authorized for issuance, (ii) the Corporation has been duly authorized to perform its obligations under the Series D Debentures and (iii) the Corporation has the requisite corporate power to perform its obligations under the Amended Series D Debentures.

I am opining herein as to the effect on the subject transaction only of the General Corporation Law of the State of Delaware and the internal laws of the State of New York, and I express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state.

I hereby consent to the use of the foregoing opinion as Exhibit 5 of the Registration Statement filed with the Commission under the Act with respect to the Securities and to the use of my name in such Registration Statement and Prospectus under the heading "Legal Matters." In giving such consent, I do not hereby admit that I come within the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ Martin I. Darvick

Martin I. Darvick
Attorney

**Exhibit 12.1**

**GENERAL MOTORS CORPORATION AND SUBSIDIARIES**

**COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES**

| | Pro Forma | Years Ended December 31, | | | | |
|---|---|---|---|---|---|---|
| | | 2008 | 2007 | 2006 | 2005 | 2004 |
| | | (dollars in millions) | | | | |
| Income (loss) from continuing operations | $ (29,576) | $ (30,860) | $ (43,297) | $ (2,423) | $ (10,621) | $ 2,415 |
| Income tax expense (benefit) | 1,766 | 1,766 | 37,162 | (3,046) | (6,046) | (1,297) |
| (Income)/losses of and dividends from nonconsolidated associates | 146 | 146 | 575 | 182 | 141 | (447) |
| Amortization of capitalized interest | 77 | 77 | 48 | 51 | 47 | 79 |
| Income (loss) before income taxes, undistributed income of nonconsolidated associates, and capitalized interest | (27,587) | (28,871) | (5,512) | (5,236) | (16,479) | 750 |
| Fixed charges included in income (loss) | | | | | | |
| Interest and related charges on debt | 1,495 | 2,479 | 3,306 | 16,944 | 15,606 | 11,948 |
| Portion of rentals deemed to be interest | 226 | 226 | 220 | 301 | 293 | 274 |
| Total fixed charges included in income (loss) from continuing operations | 1,721 | 2,705 | 3,526 | 17,245 | 15,899 | 12,222 |
| Earnings (losses) available for fixed charges | $ (25,866) | $ (26,166) | $ (1,986) | $ 12,009 | $ (580) | $ 12,972 |
| Fixed charges | | | | | | |
| Fixed charges included in income (loss) | $ 1,721 | $ 2,705 | $ 3,526 | $ 17,245 | $ 15,899 | $ 12,222 |
| Interest capitalized in the period | 244 | 244 | 24 | 44 | 45 | 38 |
| Total fixed charges | $ 1,965 | $ 2,949 | $ 3,550 | $ 17,289 | $ 15,944 | $ 12,260 |
| Ratios of earnings (losses) to fixed charges | | | | | | 1.06 |

Earnings for the years ended December 31, 2008, 2007, 2006 and 2005 were inadequate to cover fixed charges. Additional earnings of $29.1 billion, $5.5 billion, $5.3 billion and $16.5 billion for 2008, 2007, 2006 and 2005, respectively, would have been necessary to bring the respective ratios to 1.0.

After giving consideration to the pro forma adjustments described under "*Unaudited Pro Forma Condensed Consolidated Financial Information for the Exchange Offers*" included elsewhere in the Registration Statement, additional earnings of $27.8 billion would be necessary to bring the ratio to 1.0.

**Exhibit 23.1**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-4 of

- our reports dated March 4, 2009 on the consolidated financial statements and financial statement schedule of General Motors Corporation (the Corporation) (which report expresses an unqualified opinion and includes explanatory paragraphs relating to (1) the existence of substantial doubt about the Corporation's ability to continue as a going concern, (2) the fair value measurement of certain assets and liabilities; the recognition and measurement of uncertain tax positions; the change in measurement date for defined benefit plan assets and liabilities; and the recognition of the funded status of the Corporation's defined benefit plans, and (3) the sale of a controlling interest in GMAC LLC), and the effectiveness of the Corporation's internal control over financial reporting (which report expresses an adverse opinion on the effectiveness of the Corporation's internal control over financial reporting because of a material weakness), and;

- our report dated February 26, 2009 on the consolidated financial statements of GMAC LLC;

appearing in the Annual Report on Form 10-K of General Motors Corporation for the year ended December 31, 2008, and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP
DELOITTE & TOUCHE LLP

Detroit, Michigan
April 24, 2009

**Exhibit 23.4**

April 23, 2009

General Motors Corporation
300 Renaissance Center
Detroit, MI 48265

**Re: Consent of Hamilton, Rabinovitz & Associates, Inc.**

Ladies and Gentlemen:

Hamilton, Rabinovitz & Associates, Inc., an independent firm expert in asbestos valuation, hereby consents to the incorporation by reference in the Form S-4 Registration Statement Under the Securities Act of 1933 listed in the table below of General Motors Corporation (the "Corporation") of the use of and references to (i) its name and (ii) its review of and reports concerning the Corporation's liability exposure for pending and estimatable unasserted asbestos-related claims to be filed with the Securities and Exchange Commission on or about April 27, 2009.

| Form | Registration Statement No. | Description |
|---|---|---|
| S-4 | | General Motors Corporation Proposed Bond Exchange |

Sincerely,

/s/ Dr. Francine F. Rabinovitz
Dr. Francine F. Rabinovitz, President
Hamilton, Rabinovitz & Associates, Inc.

**Exhibit 24.1**

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

| **SEC Registration(s) Statement on** | **Covering** |
|---|---|
| Form S-4 | Registration of Securities for Issuance Pursuant to Restructuring Activities |

and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ ERSKINE B. BOWLES
Erskine B. Bowles

4/24/09
Date

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

| SEC Registration(s) Statement on | Covering |
|---|---|
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and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ ARMANDO M. CODINA
Armando M. Codina

4/24/09
Date

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

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and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ ERROLL B. DAVIS, JR.
Erroll B. Davis, Jr.

4/25/09
Date

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

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and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ GEORGE M.C. FISHER
George M.C. Fisher

4/25/09
Date

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

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|---|---|
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and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ FREDERICK A. HENDERSON
Frederick A. Henderson

4/24/09
Date

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

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|---|---|
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and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ E. NEVILLE ISDELL
E. Neville Isdell

April 24, 2009
Date

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

| SEC Registration(s) Statement on | Covering |
|---|---|
| Form S-4 | Registration of Securities for Issuance Pursuant to Restructuring Activities |

and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ KAREN KATEN
Karen Katen

4/25/2009
Date

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

| SEC Registration(s) Statement on | Covering |
|---|---|
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and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ KENT KRESA
Kent Kresa

4/26/2009
Date

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

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|---|---|
| Form S-4 | Registration of Securities for Issuance Pursuant to Restructuring Activities |

and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ PHILIP A. LASKAWY
Philip A. Laskawy

04-24-2009
Date

**POWER OF ATTORNEY**

The undersigned, a director of General Motors Corporation (GM), hereby constitutes and appoints Nick S. Cyprus, Robert C. Shrosbree, James Jordan, and Anne T. Larin, and each of them, my true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including my capacity as a director of GM), to sign:

| SEC Registration(s) Statement on | Covering |
|---|---|
| Form S-4 | Registration of Securities for Issuance Pursuant to Restructuring Activities |

and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this power of attorney has been executed by the undersigned.

/s/ ECKHARD PFEIFFER
Eckhard Pfeiffer

4-24-2009
Date

**LETTER OF TRANSMITTAL**

**Relating to the Exchange Offers and Consent Solicitations**

**Outstanding Notes of General Motors Corporation and General Motors Nova Scotia Finance Company**

**by**

**GENERAL MOTORS CORPORATION and GENERAL MOTORS NOVA SCOTIA FINANCE COMPANY**

**Pursuant to the Prospectus, dated April 27, 2009**
(as the same may be supplemented or amended from time to time, the "U.S. Prospectus")

EACH OF THE EXCHANGE OFFERS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON MAY 26, 2009, UNLESS EXTENDED (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION DATE"). WITH RESPECT TO ANY SERIES OF OLD NOTES, TENDERS MAY NOT BE WITHDRAWN AFTER 11:59 P.M., NEW YORK CITY TIME, ON MAY 26, 2009 (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE "WITHDRAWAL DEADLINE"), EXCEPT IN LIMITED CIRCUMSTANCES AS SET FORTH IN THE APPLICABLE OFFER DOCUMENTS (AS DEFINED BELOW).

The Exchange Agent and Solicitation and Information Agent for the exchange offers and consent solicitations is:

**D.F. King & Co., Inc.**
48 Wall Street, 22nd Floor
New York, New York 10005
Banks and Brokers call: (212) 269-5550
All others call toll free: (800) 769-7666
By Facsimile
(For Eligible Institutions Only)
(212) 809-8838
Attn: Mark Fahey
Email: gm@dfking.com

**D. F. King (Europe) Limited**
One Ropemaker Street
London EC2Y 9HT
Banks and Brokers call: +44 20 7920 9700
All others call toll free: 00 800 5464 5464
Email: gm@dfking.com

The Settlement and Escrow Agent for the non-USD old notes is:

**Deutsche Bank AG, London Branch**
**Deutsche Bank AG London**
Winchester House
1 Great Winchester Street
London EC2N 2DB
Email: xchange.offer@db.com

The Luxembourg Tender Agent for the exchange offers is:

**Deutsche Bank Luxembourg S.A.**
2, Bld Konrad Adenauer
L-1115 Luxembourg
Email: xchange.offer@db.com

Certain terms used and not defined herein shall have the respective meanings ascribed to them in the U.S. Prospectus.

The undersigned acknowledges that it has received the U.S. Prospectus as filed with the U.S Securities and Exchange Commission, or in the case of holders located outside of the United States, a separate U.K. prospectus dated on or about April 27, 2009 as approved by the United Kingdom Listing Authority or a separate Canadian offering memorandum dated April 27, 2009 (the "Canadian Offering Memorandum"), as applicable, and this letter of transmittal (as each may be amended or supplemented from time to time), copies of which accompany this letter (collectively, the "Offer Documents"), which together constitute GM's offer to purchase any and all of the outstanding old notes for the exchange consideration, as described in the Offer Documents.

**HOLDERS OF OLD NOTES AGREE THAT, BY CAUSING THEIR OLD NOTES TO BE TENDERED ON THEIR BEHALF THROUGH THE DEPOSITORY TRUST COMPANY'S ("DTC") AUTOMATED TENDER OFFER PROGRAM ("ATOP"), IT (A) MAY NOT WITHDRAW A TENDER OF SUCH OLD NOTES AFTER THE WITHDRAWAL DEADLINE, EXCEPT TO THE EXTENT REQUIRED BY LAW OR PROVIDED IN THE APPLICABLE OFFER DOCUMENTS, AND (B) AGREES TO BOUND BY THE TERMS AND CONDITIONS OF THE EXCHANGE OFFERS AS DESCRIBED IN THE APPLICABLE OFFER DOCUMENTS AND THIS LETTER OF TRANSMITTAL.**

Only owners of old notes validly tendered at or prior to the Expiration Date and not validly withdrawn will be eligible to receive the applicable exchange consideration. See "The Exchange Offers and Consent Solicitations—Procedures for Tendering Old Notes" in the U.S. Prospectus.

The exchange offers may be extended, amended, terminated or consummated as provided in the applicable Offer Documents. During any extension, we may instruct the Exchange Agent to retain validly tendered old notes and those old notes may not be withdrawn (subject to the limited circumstances required by law or provided in the applicable Offer Documents), will remain subject to the exchange offers and may be accepted thereafter for purchase by GM.

**No alternative, conditional or contingent tender of old notes will be accepted.** The undersigned waives all rights to receive notice of acceptance of such holder's old notes for purchase.

**PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL CAREFULLY BEFORE CHECKING ANY BOX BELOW**

This letter of transmittal is to be used in respect of old notes tendered by book-entry transfer to the Exchange Agent's account at DTC pursuant to the procedures set forth under "The Exchange Offers and Consent Solicitations—Procedures for Tendering Old Notes" in the U.S. Prospectus, where instructions are not being transmitted through ATOP for such tender.

Custodians of old notes that are tendering by book-entry transfer to the Exchange Agent's account at DTC can execute a tender through ATOP by electronically transmitting their acceptance to DTC through ATOP, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send an agent's message to the Exchange Agent. Delivery of the agent's message by DTC will satisfy the terms of the exchange offers as to execution and delivery of a letter of transmittal by the participant identified in the agent's message. The agent's message must be received by the Exchange Agent at or prior to the Expiration Date for the relevant exchange offer for the tendering holders to be eligible to receive the applicable exchange consideration. An "agent's message" is a message transmitted by DTC, received by the Exchange Agent and forming part of the book-entry confirmation, which states that DTC has received an express acknowledgement from you that you have received the applicable Offer Documents including this letter of transmittal and agree to be bound by the terms of the letter of transmittal and that GM may enforce such agreement against you.

The undersigned should complete, execute and deliver this letter of transmittal to indicate the action the undersigned desires to take with respect to an exchange offer:

**TENDER OF OLD NOTES**

☐ CHECK HERE IF OLD NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN DTC MAY DELIVER OLD NOTES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution _____

DTC Account Number _____

Date Tendered _____

Transaction Code Number _____

**The undersigned authorizes the Exchange Agent to deliver this letter of transmittal to GM as evidence of the undersigned's tender of old notes.**

THE COMPLETION, EXECUTION AND DELIVERY OF THIS LETTER OF TRANSMITTAL IN CONNECTION WITH THE TENDER OF OLD NOTES WILL BE DEEMED TO CONSTITUTE AGREEMENT THAT TENDERS OF OLD NOTES MAY NOT BE WITHDRAWN AFTER THE WITHDRAWAL DEADLINE FOR THE OFFER RELATED TO SUCH OLD NOTES, EXCEPT TO THE EXTENT REQUIRED BY LAW OR PROVIDED IN THE APPLICABLE OFFER DOCUMENTS.

QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE APPLICABLE OFFER DOCUMENTS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE SOLICITATION AND INFORMATION AGENT.

**PART A—DESCRIPTION OF OLD NOTES TENDERED**

**THE UNDERSIGNED MUST COMPLETE THE APPROPRIATE BOX(ES) BELOW WITH RESPECT TO THE OLD NOTES TO WHICH THIS LETTER OF TRANSMITTAL RELATES.**

| DESCRIPTION OF OLD NOTES TENDERED | | | |
|---|---|---|---|
| **Name(s) and Address(es) of Registered Holder(s) or Name of DTC Participant and Participant's DTC Account Number in Which Old Notes are Held (Please fill in if blank)** | **Title of Old Notes to be Tendered** | **Aggregate Principal Amount of Old Notes Represented** | **Aggregate Principal Amount of Old Notes Tendered (1)** |
| | 1.50% Series D Convertible Senior Debentures due June 1, 2009 | | |
| | 7.20% Notes due January 15, 2011 | | |
| | 9.45% Medium-Term Notes due November 1, 2011 | | |
| | 7.125% Senior Notes due July 15, 2013 | | |
| | 7.70% Debentures due April 15, 2016 | | |
| | 8.80% Notes due March 1, 2021 | | |
| | 9.4% Medium-Term Notes due July 15, 2021 | | |
| | 9.40% Debentures due July 15, 2021 | | |
| | 8.25% Senior Debentures due July 15, 2023 | | |
| | 8.10% Debentures due June 15, 2024 | | |
| | 7.40% Debentures due September 1, 2025 | | |
| | 6 3/4% Debentures due May 1, 2028 | | |
| | 4.50% Series A Convertible Senior Debentures due March 6, 2032 | | |
| | 5.25% Series B Convertible Senior Debentures due March 6, 2032 | | |
| | 6.25% Series C Convertible Senior Debentures due July 15, 2033 | | |
| | 8.375% Senior Debentures due July 15, 2033 | | |
| | 7.75% Discount Debentures due March 15, 2036 | | |
| | 7.25% Quarterly Interest Bonds due April 15, 2041 | | |
| | 7.25% Senior Notes due July 15, 2041 | | |
| | 7.5% Senior Notes due July 1, 2044 | | |
| | 7.375% Senior Notes due May 15, 2048 | | |
| | 7.375% Senior Notes due May 23, 2048 | | |
| | 7.375% Senior Notes due October 1, 2051 | | |
| | 7.25% Senior Notes due February 15, 2052 | | |

If the space provided above is inadequate, list the information requested above on a separate signed schedule and attach that schedule to this letter of transmittal.

(1) Unless otherwise indicated in this column, any tendering holder will be deemed to have tendered the entire principal amount represented by the old notes indicated in the column labeled "Aggregate Principal Amount Represented." See Instruction 2.

**PART B—CANADIAN RESIDENTS**

**IF THE UNDERSIGNED IS A CANADIAN RESIDENT, THE UNDERSIGNED MUST ALSO COMPLETE THE FOLLOWING:**

1. The undersigned is resident in or subject to the laws of the province of (***check only one***):

| | | | | | |
|---|---|---|---|---|---|
| ☐ | British Columbia | ☐ | Alberta | ☐ | Saskatchewan |
| ☐ | Manitoba | ☐ | Ontario | ☐ | Québec |
| ☐ | New Brunswick | ☐ | Prince Edward Island | ☐ | Nova Scotia |
| ☐ | Newfoundland and Labrador | ☐ | Yukon Territory | ☐ | Northwest Territories |
| ☐ | Nunavut | | | | |

2. With respect to old notes other than convertible old notes, the undersigned is an "accredited investor" as defined in Section 1.1. of National Instrument 45-106—*Prospectus and Registration Exemptions* by virtue of satisfying the applicable criteria indicated in Annex "A" attached hereto (***check appropriate box in Annex "A"***).

**NOTE: SIGNATURES MUST BE PROVIDED BELOW PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY**

Ladies and Gentlemen:

By the execution hereof, the undersigned hereby acknowledges receipt of the Prospectus dated April 27, 2009 as filed with the U.S Securities and Exchange Commission (the "U.S. Prospectus"), or in the case of holders located outside of the United States, a separate U.K. prospectus dated on or about April 27, 2009 as approved by the United Kingdom Listing Authority or a separate Canadian offering memorandum dated April 27, 2009 (the "Canadian Offering Memorandum"), as applicable, and as each may be amended or supplemented from time to time, of General Motors Corporation, a Delaware corporation ("GM"), under which General Motors Nova Scotia Finance Company, a Nova Scotia unlimited company, is jointly making the exchange offers (together with GM, "we," "our," "us" or the "issuers"), and this letter of transmittal (as it may be supplemented and amended from time to time, this "letter of transmittal") (collectively, the "Offer Documents"). We urge you to review the applicable Offer Documents for the terms and conditions of the exchange offers and consent solicitations. Certain terms used but not defined herein have the meaning given to them in the U.S. Prospectus.

Upon the terms and subject to the conditions of the exchange offers, the undersigned hereby tenders to the issuer of its old notes the above-described principal amount of old notes. Subject to and effective upon the acceptance for exchange of the old notes tendered herewith, the undersigned hereby (1) irrevocably sells, assigns and transfers to the issuer of its old notes all right, title and interest in and to all such old notes as are being tendered herewith and (2) irrevocably appoints the Exchange Agent as its agent and attorney-in-fact (with full knowledge that the Exchange Agent is also acting as our agent with respect to the tendered old notes with full power coupled with an interest) to (a) transfer ownership of the old notes on the account books maintained by the applicable Clearing System, together with all accompanying evidences of transfer and authenticity, to or upon the order of the issuer of its old notes, (b) present the old notes for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of the old notes, all in accordance with the terms of the exchange offers.

If the undersigned tenders, and does not validly withdraw, 1.50% Series D Convertible Debentures due June 1, 2009 (the "old Series D notes"), the undersigned irrevocably agrees, in the event the exchange offers are extended beyond June 1, 2009 to extend the maturity of their old Series D notes and to forbear from taking any action to enforce, or direct enforcement of, and to waive any and all of the rights and remedies available to such holders under such old Series D notes or the indenture governing such old Series D notes, in each case until the earlier of (a) the termination of the exchange offers (including in the event GM files a petition for relief under the U.S. Bankruptcy Code) and (b) the consummation of the exchange offers (the date of such earlier event, the "Forbearance and Waiver Termination Date") (such agreement, the "Series D Forbearance, Waiver and Extension").

At the Forbearance and Waiver Termination Date, the Series D Forbearance, Waiver and Extension will expire and any and all principal and interest amounts otherwise due under any old Series D notes that remain outstanding (*i.e.*, any old Series D notes not accepted for exchange in the exchange offers) will become immediately due and payable. The Series D Forbearance, Waiver and Extension will attach to any old Series D notes that have been tendered in the exchange offers and not validly withdrawn on or prior to May 26, 2009, which is the date set initially as the withdrawal deadline or such later date as the registration statement of which the U.S. Prospectus and this letter of transmittal form a part is declared effective or as GM in its absolute discretion may determine (the "Attachment Date"). The Attachment Date will also be the expiration and settlement dates for the exchange offer that we are making in which we are offering to exchange amended Series D notes (old Series D notes to which the Forbearance, Waiver and Extension have attached and which will not mature until the Forbearance, Waiver and Extension Termination Date) for old Series D notes.

By having tendered hereby, and not having validly withdrawn on or prior to the Attachment Date, old Series D notes, the undersigned hereby consents to the attachment of the Series D Forbearance, Waiver and Extension to such tendered old Series D notes, and GM may in its absolute discretion enter into a supplemental

indenture as of the Attachment Date or take such other action as it determines is appropriate (including by assigning a temporary or different CUSIP number to such old Series D notes) to evidence the attachment of the Series D Forbearance, Waiver and Extension to such old Series D notes; the undersigned shall also be deemed to have tendered any notes issued or deemed issued by GM in order to implement the Forbearance, Waiver and Extension. If the undersigned validly withdraws tendered old Series D notes prior to the Attachment Date, then such old Series D notes will not be subject to the Series D Forbearance, Waiver and Extension. However, if the undersigned validly withdraws its old Series D notes at any time following the Attachment Date (in the event withdrawal rights have been extended past or reinstated after the Attachment Date), then such old Series D notes, notwithstanding such withdrawal or any subsequent transfer, will continue to be subject to the Series D Forbearance, Waiver and Extension until the Forbearance, Waiver and Extension Termination Date.

Subject to applicable regulations of the Securities and Exchange Commission, if, for any reason whatsoever, acceptance for exchange of any old notes tendered pursuant to an exchange offer is delayed (whether before or after our acceptance for exchange of old notes) or we extend an exchange offer or are unable to accept for exchange the old notes tendered pursuant to an exchange offer, we may instruct the Exchange Agent to retain tendered old notes, and those old notes may not be withdrawn, except to the extent that you are entitled to the withdrawal rights set forth in the applicable Offer Documents. If you have tendered old notes, you may withdraw those old notes prior to the withdrawal deadline by submitting a withdrawal instruction to the relevant Clearing System subject to the limitations and requirements described in "The Exchange Offers and Consent Solicitations—Withdrawal of Tenders" in the U.S. Prospectus.

**The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the old notes tendered hereby and to acquire the exchange consideration upon the exchange of such tendered old notes, and that, when the old notes are accepted for exchange, GM will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances, and that the old notes tendered hereby are not subject to any adverse claims or proxies. The undersigned will, upon request, execute and deliver any additional documents deemed by us or the Exchange Agent to be necessary or desirable to complete the sale, assignment and transfer of the old notes tendered hereby. The undersigned has received the applicable Offer Documents and agrees to all of the terms of the exchange offers and the consent solicitations.**

**If the undersigned is not a resident of the United States, the undersigned hereby represents and warrants that (1) the undersigned is a "non-U.S. qualified offeree", as such term is defined in the U.S. Prospectus under the heading "Non-U.S. Offer Restrictions" and, (2) if the undersigned is a resident of Canada, the undersigned (i) is a Canadian resident, (ii) has reviewed and acknowledges the resale restrictions referred to in the Canadian Offering Memorandum under the heading "Resale Restrictions" and agrees not to resell the exchange consideration except in compliance with such resale restrictions, (iii) is basing its investment decision exclusively on the Canadian Offering Memorandum and not on any other information, including any advertising, concerning GM, GM Nova Scotia or the exchange offers and consent solicitations, and (iv) in respect of old notes other than convertible old notes, (A) is an "accredited investor" as defined in NI 45-106 by virtue of satisfying the specific criteria indicated by the undersigned in Annex "A", (B) is entitled under applicable Canadian securities laws to acquire the exchange consideration without the benefit of a prospectus qualified under those securities laws, and in the case of holders in provinces other than Ontario and Newfoundland, without the services of a dealer registered pursuant to those securities laws, (C) if in Ontario, is not an individual unless acquiring the exchange consideration from a fully-registered Ontario securities dealer or from a dealer registered in Ontario as a limited market dealer, (D) is acquiring the exchange consideration as principal for its own account, or is deemed to be acquiring the exchange consideration as principal by applicable law, and (E) was not created or used solely to acquire or hold the exchange consideration without a prospectus in reliance on an exemption from the prospectus requirements under applicable Canadian securities laws.**

**GM reserves the right not to accept as validly given any certification as to eligibility given by a holder of old notes if GM has reason to believe that such certification has not properly been given or is otherwise incorrect. As it may be unlawful in certain jurisdictions to deliver (or be deemed to have delivered)**

**exchange consideration to holders of old notes, such holders who are residents, citizens, nationals of or have otherwise some form of connection with certain jurisdictions are required to inform themselves about and observe any applicable legal requirements. It is the responsibility of any such holder wishing to accept the proposals to satisfy itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with any other necessary formalities.**

The undersigned understands that tenders of old notes pursuant to any one of the procedures described in the U.S. Prospectus under the heading "The Exchange Offers and Consent Solicitations—Procedures for Tendering Old Notes" and in the instructions herein will, upon our acceptance for exchange of such tendered old notes, constitute a binding agreement between the undersigned and us upon the terms and subject to the conditions of the exchange offers.

Additionally, the undersigned understands that by tendering old notes in the exchange offers, the undersigned will be deemed to have consented to the proposed amendments in respect of the debt instruments governing their old notes as described in the U.S. Prospectus under the heading "Proposed Amendments", except that if the undersigned tenders "non-USD old notes" as such term is defined in the U.S. Prospectus prior to the date on which the registration statement of which the U.S. Prospectus forms a part is declared effective, then the undersigned will not be deemed to have consented to the proposed amendments. Except for holders of non-USD old notes who tender such old notes prior to the date on which the registration statement of which the U.S. Prospectus forms a part is declared effective, holders may not tender their old notes pursuant to the exchange offers without delivering consents to the proposed amendments, and holders may not deliver consents to the proposed amendments pursuant to the consent solicitations without tendering their old notes.

**The exchange offers are subject to certain conditions described in the section of the U.S. Prospectus entitled "The Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers". The undersigned understands that our obligation to accept for exchange old notes validly tendered and not validly withdrawn pursuant to the exchange offers is subject to the conditions set forth in the Offer Documents. The undersigned recognizes that as a result of these conditions (certain of which may be waived, in whole or in part, by GM), as more particularly set forth in the Offer Documents, we may not be required to accept for exchange or to exchange any of the old notes tendered hereby and, in such event, the old notes not accepted for exchange will be returned to the undersigned at the address shown below the signature of the undersigned.**

Unless otherwise indicated in the boxes entitled "Special Delivery Instructions" or "Special Payment or Issuance Instructions" in this letter of transmittal, certificates for all securities issued as part of the Exchange Consideration in exchange for tendered old notes, and any old notes delivered herewith but not exchanged, will be registered in the name of and delivered to the undersigned at the address shown below the signature of the undersigned. If securities are to be issued as part of the exchange consideration to a person other than the person(s) signing this letter of transmittal, or if securities delivered as part of the exchange consideration are to be mailed to someone other than the person(s) signing this letter of transmittal, the appropriate boxes of this letter of transmittal should be completed. If old notes are surrendered by holder(s) that have completed either the box entitled "Special Delivery Instructions" or "Special Payment or Issuance Instructions" in this letter of transmittal, signature(s) on this letter of transmittal must be guaranteed by a Medallion Signature Guarantor (as defined in Instruction 3).

All authority herein conferred or agreed to be conferred in this letter of transmittal shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, legal representatives, successors and assigns of the undersigned.

**THE UNDERSIGNED, BY COMPLETING THE BOXES ENTITLED "DESCRIPTION OF OLD NOTES TENDERED" AND IF APPLICABLE "CANADIAN RESIDENTS" ABOVE AND SIGNING AND DELIVERING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE OLD NOTES AS SET FORTH IN SUCH BOXES.**

**REGISTERED HOLDERS OF OLD NOTES SIGN HERE**

**(In addition, complete IRS Form W-9 below or applicable IRS Form W-8)**

PLEASE SIGN HERE

Authorized Signature of Registered Holder

PLEASE SIGN HERE

Authorized Signature of Registered Holder

Must be signed by registered holder(s) exactly as name(s) appear(s) on the old notes or on a security position listing as the owner of the old notes or by person(s) authorized to become registered holder(s) by properly completed bond powers transmitted herewith. See Instruction 3. If signature is by attorney-in-fact, trustee, executor, administrator, guardian, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following information:

Name: _____
Title: _____
Address: _____
_____
Telephone Number: _____
Date: _____

Taxpayer Identification or Social Security Number

Name: _____
Title: _____
Address: _____
_____
Telephone Number: _____
Date: _____

Taxpayer Identification or Social Security Number

**SIGNATURE GUARANTEE**

**(If required, see Instruction 3)**

Signature(s) Guaranteed by an
Eligible Institution: _____

Authorized Signature

Date: _____

Name of Eligible Institution
Guaranteeing Signature: _____

Address: _____

Capacity (full title): _____
Telephone Number: _____

**SPECIAL PAYMENT OR ISSUANCE INSTRUCTIONS**
**(See Instructions 3, 4, 5 and 6)**

To be completed ONLY if the exchange consideration and any accrued interest for the old notes accepted for purchase is paid to, or any old notes that are not tendered or are not accepted are to be issued in the name of someone other than the undersigned.

**Deliver:** ☐ Exchange Consideration to:
☐ Old notes to:
☐ Check to:
(Check Appropriate Boxes)

Name(s) _____
Address _____
_____
Telephone Number: _____

(Taxpayer Identification or Social Security Number)

☐ Credit the exchange consideration and/or untendered old notes delivered by book-entry transfer to the DTC account set forth below:

(Account Number)

(Name of Account Party)

**SPECIAL DELIVERY INSTRUCTIONS**
**(See Instructions 3, 4, 5 and 6)**

To be completed ONLY if the exchange consideration or any old notes that are not tendered or are not accepted are to be sent to someone other than the undersigned, or to the undersigned at an address other than that shown above.

**Deliver:** ☐ Exchange Consideration to:
☐ Old notes to:
☐ Check to:
(Check Appropriate Boxes)

Name(s) _____
Address _____
_____
Telephone Number: _____

(Taxpayer Identification or Social Security Number)

| |
|---|
| ☐ Credit the exchange consideration and/or untendered old notes delivered by book-entry transfer to the DTC account set forth below |
| (Account Number) |
| (Name of Account Party) |

**INSTRUCTIONS**
**Forming Part of the Terms and Conditions of the Exchange Offers**

**1. Delivery of this Letter of Transmittal.**

All confirmations of any book-entry transfers delivered to the Exchange Agent's account at DTC, as well as a properly completed and duly executed copy of this letter of transmittal (or facsimile thereof), and any other documents required by this letter of transmittal with any required signature guarantees or, in the case of a book-entry transfer, an appropriate agent's message, must be received by the Exchange Agent at its address set forth herein on or prior to the expiration date. The method of delivery of this letter of transmittal, the old notes and all other required documents is at the election and risk of the holder. Except as otherwise provided below, the delivery will be deemed made only when actually received by the Exchange Agent.

Any beneficial holder whose old notes are registered in the name of a broker, dealer, bank, trust company, other nominee or custodian and who wishes to tender old notes in the exchange offers should contact such registered holder promptly and instruct such registered holder to tender on such beneficial holder's behalf. If such beneficial holder wishes to tender directly, such beneficial holder must, prior to completing and executing this letter of transmittal and tendering old notes, either make appropriate arrangements to register ownership of the old notes in such beneficial holder's own name or obtain a properly completed bond power from the registered holder. Beneficial holders should be aware that the transfer of registered ownership may take considerable time.

Delivery to an address other than as set forth herein, or instructions via a facsimile number other than the ones set forth herein, will not constitute a valid delivery.

GM expressly reserves the right, at any time or from time to time, to extend the expiration date by complying with certain conditions set forth in the applicable Offer Documents.

**LETTERS OF TRANSMITTAL SHOULD NOT BE SENT TO THE ISSUERS OR ANY CLEARING SYSTEM.**

**2. Certificated Notes**

We believe that each series of old notes is currently represented by a global note deposited with a common depository at the applicable Clearing System. Old notes cannot be physically tendered. If you happen to hold old notes in physical, certificated form, you will need to deposit such old notes into the applicable Clearing System in order to participate in the exchange offers. If you need assistance in doing so, please contact the Solicitation and Information Agent at the address and telephone number set forth above.

**3. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures.**

If this letter of transmittal is signed by the registered holder(s) of the old notes tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificates without alteration or enlargement or any change whatsoever.

If any of the old notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this letter of transmittal.

If a number of old notes registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this letter of transmittal as there are different registrations of old notes.

Signatures on all letters of transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchange Medallion Program (a "Medallion Signature Guarantor"), unless the old notes tendered thereby are tendered (i) by a holder of old notes who has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment or Issuance Instructions" on this letter of transmittal or (ii) for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority or a commercial bank or trust company having an office or correspondent in the United States (each of the foregoing being referred to as an "Eligible Institution"). If the old notes are registered in the name of a person other than the signer of the letter of transmittal or if old notes not accepted for purchase or not tendered are to be returned to a person other than the holder, then the signatures on the letters of transmittal accompanying the tendered old notes must be guaranteed by a Medallion Signature Guarantor as described above.

If this letter of transmittal is signed by the registered holder or holders of old notes listed and tendered hereby, no endorsements of the tendered old notes or separate written instruments of transfer or exchange are required. In any other case, the registered holder (or acting holder) must either properly endorse the old notes or transmit properly completed bond powers with this letter of transmittal (in either case executed exactly as the name(s) of the registered holder(s) appear(s) on the old notes, with the signature on the old notes or bond power guaranteed by a Medallion Signature Guarantor (except where the old notes are tendered for the account of an Eligible Institution).

If old notes are to be tendered by any person other than the person in whose name the old notes are registered, the old notes must be endorsed or accompanied by an appropriate written instrument or instruments of transfer executed exactly as the name or names of the holder or holders appear on the old notes, with the signature(s) on the old notes or instruments of transfer guaranteed as provided above, and this letter of transmittal must be executed and delivered either by the holder or holders, or by the tendering person pursuant to a valid proxy signed by the holder or holders, which signature must, in either case, be guaranteed as provided below.

**4. Special Issuance, Delivery and Payment Instructions.**

Tendering holders should indicate, in the applicable box, the account at DTC in which the exchange consideration and accrued interest are to be issued and deposited, if different from the accounts of the person signing this letter of transmittal.

Tendering holders should indicate, in the applicable box, the name and address in which old notes for principal amounts not tendered or not accepted for exchange are to be issued and delivered, if different from the names and addresses of the person signing this letter of transmittal.

In the case of issuance or payment in a different name, the taxpayer identification number or social security number of the person named must also be indicated and the tendering holder should complete the applicable box.

If no instructions are given, the exchange consideration (and any old notes not tendered or not accepted) will be issued in the name of and delivered to the acting holder of the old notes or deposited at such holder's account at the applicable Clearing System, as applicable.

**5. Transfer Taxes.**

GM shall pay all transfer taxes, if any, applicable to the exchange of old notes pursuant to the exchange offers. If, however, transfer taxes are payable in circumstances where certificates representing the securities issued as part of the exchange consideration or old notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the old notes tendered or where tendered old notes are registered in the name of any person other than the person signing this letter of transmittal, or if a transfer tax is imposed for any reason other than the exchange of old notes pursuant to the exchange offers, then the amount of any such transfer taxes (whether

imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 5, it will not be necessary for transfer stamps to be affixed to the old notes listed in this letter of transmittal.

**6. Waiver of Conditions.**

GM reserves the absolute right to waive, in whole or in part, any of the specified conditions to the exchange offers set forth in the Offer Documents.

**7. Requests for Assistance or Additional Copies.**

Questions and requests for assistance relating to the Offer Documents, including this letter of transmittal and other related documents and relating to the procedure for tendering may be directed to the Exchange Agent at the address and telephone number set forth above.

Questions and requests for assistance or for additional copies of the Offer Documents may be directed to the Solicitation and Information Agent at the address and telephone number set forth above.

**8. Validity and Form.**

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for exchange or purchase of any tendered old notes pursuant to any of the instructions in this letter of transmittal, and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by GM in its absolute discretion, which determination will be final and binding. GM reserves the absolute right to reject any or all tenders of any old notes determined by GM not to be in proper form, or if the acceptance of, or exchange of, such old notes may, in the opinion of counsel for GM, be unlawful. GM also reserves the right to waive any conditions to any offer that GM is legally permitted to waive.

Tender of old notes will not be deemed to have been validly made until all defects or irregularities in such tender have been cured or waived. All questions as to the form and validity (including time of receipt) of any delivery will be determined by GM in its absolute discretion, which determination shall be final and binding. None of GM, the Exchange Agent, the Solicitation and Information Agent, any Dealer Manager or any other person or entity is under any duty to give notification of any defects or irregularities in any tender or withdrawal of any old notes, or will incur any liability for failure to give any such notification.

**9. Important Tax Information.**

**TO COMPLY WITH TREASURY DEPARTMENT CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS LETTER OF TRANSMITTAL IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY YOU, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON YOU UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"); (B) ANY SUCH DISCUSSION IS INCLUDED HEREIN BY THE ISSUER IN CONNECTION WITH THE SOLICITATION BY THE ISSUER OF TENDERS; AND (C) YOU SHOULD SEEK ADVICE BASED ON YOUR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

Under current U.S. federal income tax law, the Exchange Agent (as payor) may be required to withhold a portion of any payments (including payments with respect to accrued interest) made to certain holders (or other payees) pursuant to the exchange offers and other transactions described in the U.S. Prospectus. To avoid such backup withholding, each tendering U.S. holder or other U.S. payee must provide the Exchange Agent with its

correct taxpayer identification number ("TIN") and certify that it is not subject to backup withholding by completing Form W-9 of the Internal Revenue Service (the "IRS"), or otherwise establish an exemption from the backup withholding rules. In general, for an individual, the TIN is such individual's social security number. If the Exchange Agent is not provided with the correct TIN, the U.S. holder (or other payee) may be subject to a $50 penalty imposed by the IRS. If an exemption from backup withholding is not established, any reportable payments will be subject to backup withholding at the applicable rate, currently 28%. Such reportable payments generally will be subject to information reporting, even if an exemption from backup withholding is established. If a US. holder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such U.S. holder should write "Applied For" in the space provided for the TIN in Part I of Form W-9, sign and date the Form W-9 and the Certificate of Awaiting Taxpayer Identification Number. If "Applied For" is written in Part I and the Exchange Agent is not provided with a TIN prior to the date of payment, the Exchange Agent will withhold 28% of any reportable payments made to the U.S. holder. For further information concerning backup withholding and instructions for completing the attached Form W-9 (including how to obtain a TIN if you do not have one and how to complete Form W-9 if the old notes are held in more than one name), consult the instructions in Form W-9. All IRS forms mentioned herein may be obtained on the IRS website at www.irs.gov.

Certain persons (including, among others, all corporations and certain non-U.S. persons) are not subject to these backup withholding and reporting requirements. Exempt U.S. persons should indicate their exempt status on Form W-9. A Non-U.S. Holder generally will not be subject to backup withholding with respect to any reportable payments (including payments with respect to accrued interest) as long as (1) the payor or broker does not have actual knowledge or reason to know that the holder is a U.S. person, and (2) the holder has furnished to the payor or broker a properly executed IRS Form W-8 (or a successor form) certifying, under penalties of perjury, its status as a non-U.S. person or otherwise establishes an exemption. An IRS Form W-8 can be obtained from the Exchange Agent. Holders should consult their tax advisors as to any qualification for exemption from backup withholding and the procedure for obtaining the exemption. Backup withholding is not an additional U.S. federal income tax. Rather, the amount of U.S. federal income tax withheld will be creditable against the U.S. federal income tax liability of a person subject to backup withholding. If backup withholding results in an overpayment of U.S. federal income tax, a refund may be obtained provided that the required information is timely furnished to the IRS.

As to Non-U.S. Holders, payment of interest (including original issue discount) may be subject to a 30% U.S. withholding tax, or lower rate under an applicable treaty. Interest may be exempt from withholding if it qualifies as portfolio interest to the Non-US Holder. In order to claim a lower rate or exemption, a Non-US Holder must furnish a properly executed IRS Form W-8 (or a successor form) claiming a lower rate or exemption. Non-U.S. Holders should consult their tax advisors as to any qualification for a lower rate under an applicable treaty or exemption from withholding.

A person's failure to complete Form W-9, IRS Form W-8 or other appropriate form will not, by itself, cause such person's old notes to be deemed invalidly tendered, but may require the Exchange Agent to withhold a portion of any payments made to such person pursuant to the exchange offers and other transactions described in the U.S. Prospectus.

NOTE: FAILURE TO COMPLETE AND RETURN FORM W-9 (OR FORM W-8, AS APPLICABLE) MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY REPORTABLE PAYMENTS MADE TO YOU PURSUANT TO THE OFFERS AND OTHER TRANSACTIONS DESCRIBED IN THE CONFIDENTIAL OFFERING MEMORANDUM. PLEASE REVIEW FORM W-9 AND INSTRUCTIONS CONTAINED IN THIS LETTER OF TRANSMITTAL FOR ADDITIONAL DETAILS OR CONTACT THE EXCHANGE AGENT FOR THE APPLICABLE FORM W-8.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE THEREOF TOGETHER WITH OLD NOTES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE.

**CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER**

I certify, under penalties of perjury, that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that, if I do not provide a taxpayer identification number by the time of payment, a portion (currently 28%) of all reportable payments made to me will be withheld and remitted to the Internal Revenue Service.

SIGNATURE: _____ DATE: _____

**ANNEX A—"ACCREDITED INVESTORS" IN CANADA**

With respect to old notes other than convertible old notes, the undersigned is an "accredited investor" as defined in Section 1.1. of National Instrument 45-106—*Prospectus and Registration Exemptions* by virtue of indicating the applicable criteria for qualifying as an "accredited investor" set forth below ***(check the appropriate box)***.

| | |
|---|---|
| ☐ | (a) a Canadian financial institution, or a Schedule III bank, |
| ☐ | (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada), |
| ☐ | (c) a subsidiary of anyperson referred to in paragraphs (a) or (b), if theperson owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary, |
| ☐ | (d) aperson registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than aperson registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador), |
| ☐ | (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of aperson referred to in paragraph (d), |
| ☐ | (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada, |
| ☐ | (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec, |
| ☐ | (h) any national, federal, state, provincial, territorial or municipal government of or in any jurisdiction other than Canada or a province or territory of Canada, or any agency of that government, |
| ☐ | (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada, |
| ☐ | (j) an individual who, either alone or with aspouse, beneficially owns, directly or indirectly,financial assets having an aggregate realizable value that before taxes, but net of anyrelated liabilities, exceeds C$1,000,000, |
| ☐ | (k) an individual whose net income before taxes exceeded C$200,000 in each of the two (2) most recent calendar years or whose net income before taxes combined with that of aspouse exceeded C$300,000 in each of the two (2) most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, |
| ☐ | (l) an individual who, either alone or with aspouse, has net assets of at least C$5,000,000, |
| ☐ | (m) aperson, other than an individual or investment fund, that has net assets of at least C$5,000,000 as shown on its most recently prepared financial statements and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (m), |
| ☐ | (n) an investment fund that distributes or has distributed its securities only to:<br>(i) aperson that is or was an accredited investor at the time of the distribution,<br>(ii) aperson that acquires or acquired securities in the circumstances referred to in sections 2.10 *[minimum amount investment exemption]* of NI 45-106, and 2.19 *[additional investment in investment funds exemption]* of NI 45-106, or<br>(iii) aperson described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 *[investment fund reinvestment exemption]* of NI 45-106, |

| | |
|---|---|
| ☐ | (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt, |
| ☐ | (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a jurisdiction other than Canada or a province or territory of Canada, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be, |
| ☐ | (q) aperson acting on behalf of afully managed account managed by that person, if thatperson:<br>(i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a jurisdiction other than Canada or a province or territory of Canada, and<br>(ii) in Ontario, is purchasing a security that is not a security of an investment fund, |
| ☐ | (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded, |
| ☐ | (s) an entity organized in a jurisdiction other than Canada or a province or territory of Canada that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function, |
| ☐ | (t) aperson in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, arepersons that are accredited investors, |
| ☐ | (u) an investment fund that is advised by aperson registered as an adviser or aperson that is exempt from registration as an adviser, or |
| ☐ | (v) aperson that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as<br>(i) an accredited investor, or<br>(ii) an exempt purchaser in Alberta or British Columbia. |

**DEFINITIONS**

"**financial assets**" means

(a) cash,

(b) securities, or

(c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

"**fully managed account**" means an account of a client for which aperson makes the investment decisions if thatperson has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;

"**person**" includes

(a) an individual,

(b) a corporation,

(c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and

(d) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

"**related liabilities**" means

(a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership offinancial assets, or

(b) liabilities that are secured byfinancial assets;

"**spouse**" means, an individual who,

(a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,

(b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or

(c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

**Letter to Brokers**

# General Motors Corporation

**Exchange Offers and Consent Solicitations**

**Pursuant to the Prospectus, dated April 27, 2009**

EACH OF THE EXCHANGE OFFERS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON MAY 26, 2009, UNLESS EXTENDED. WITH RESPECT TO ANY SERIES OF OLD NOTES, TENDERS MAY NOT BE WITHDRAWN AFTER 11:59 P.M., NEW YORK CITY TIME, ON MAY 26, 2009, EXCEPT IN LIMITED CIRCUMSTANCES AS SET FORTH IN THE APPLICABLE OFFER DOCUMENTS (AS DEFINED BELOW).

**April 27, 2009**

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We are enclosing herewith the documents listed below relating to the offer by General Motors Corporation ("GM") and General Motors Nova Scotia Finance Company, (together with GM, "we," "our," "us" or the "issuers") to exchange (the "Exchange Offers") 225 shares of GM common stock for each 1,000 U.S. dollar equivalent of principal amount (or accreted value, if applicable) of each series of old notes set forth on Annex A hereto ("old notes"), in accordance with and subject to the terms and conditions set forth in the prospectus dated April 27, 2009 as filed with the U.S Securities and Exchange Commission (the "U.S. Prospectus"), or in the case of holders located outside of the United States, in accordance with and subject to the terms and conditions set forth in a separate U.K. prospectus dated on or about April 27, 2009 as approved by the United Kingdom Listing Authority or a separate Canadian offering memorandum dated April 27, 2009 (the "Canadian Offering Memorandum"), as applicable, copies of which accompany this letter, and the letter of transmittal (as each may be amended or supplemented from time to time) (collectively, the "Offer Documents"). Certain terms used and not defined herein shall have the respective meanings ascribed to them in the U.S. Prospectus.

In addition, in connection with the Exchange Offers, (a) we will pay, in cash, accrued interest on old GM notes, other than the discount notes, and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes, in each case, from and including the most recent interest payment date to, but not including, the settlement date.

Concurrently with the exchange offers, we are soliciting consents (the "Consent Solicitations") from the holders of old notes to amend (the "Proposed Amendments") the terms of the debt instruments that govern each series of old notes. Under these proposed amendments (a) the material covenants and events of default other than the obligation to pay principal and interest on the old notes would be removed and (b) an early call option would be added in each series of non-USD old notes (as defined below), which we would exercise to redeem any non-tendered non-USD old notes for the exchange consideration offered pursuant to the Exchange Offers (*i.e.*, 225 shares of GM common stock per 1,000 U.S. dollar equivalent of principal amount of non-USD old notes). Except for holders who tender non-USD old notes prior to the date on which the registration statement of which the U.S. Prospectus forms a part is declared effective, holders may not tender their old notes pursuant to the Exchange Offers without delivering consents to the Proposed Amendments, and holders may not deliver consents to the Proposed Amendments pursuant to the Consent Solicitations without tendering their old notes.

We are requesting that you contact your clients for whom you hold old notes through your account (the "Beneficial Holders") with The Depository Trust Company ("DTC") regarding the Exchange Offers and Consent Solicitations. For your information and for forwarding to your clients for whom you hold old notes registered in your name or in the name of your nominee, we are enclosing the following documents:

1. A form of letter which may be sent to your clients for whose account you hold old notes through your DTC account, which contains a form that may be sent from your clients to you with such clients' instruction with regard to the Exchange Offers and Consent Solicitations;

2. Letter of Transmittal (together with accompanying Substitute Form W-9 and related Guidelines); and

3. A copy of the appropriate Offer Documents based on each Beneficial Holder's residence.

The Exchange Offers and Consent Solicitations are being made in various jurisdictions. In order to comply with the laws of the local jurisdiction where each Beneficial Holder is a resident, you must send each Beneficial Holder a copy of the appropriate Offer Document that corresponds to the jurisdiction in which such Beneficial Holder is resident as follows:

- United States residents must receive the U.S. Prospectus dated April 27, 2009, as filed with the SEC;
- Canadian residents must receive the Canadian Offering Memorandum dated April 27, 2009; and
- Residents of any country other than the United States or Canada must receive a copy of the U.K. Prospectus dated on or about April 27, 2009, as approved by the United Kingdom Listing Authority only if such resident is a "non-U.S. qualified offeree" (as defined in the U.S. Prospectus).

**YOUR PROMPT ACTION IS REQUESTED. OLD NOTES TENDERED PURSUANT TO THE EXCHANGE OFFERS MAY BE WITHDRAWN AT ANY TIME BEFORE THE WITHDRAWAL DEADLINE. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE IN ORDER TO OBTAIN THEIR INSTRUCTIONS.**

GM will agree to pay a soliciting dealer fee equal to $5.00 for each 1,000 U.S. dollar equivalent principal amount (or, in the case of the discount notes, accreted value) of old notes that are validly tendered and accepted for purchase pursuant to the Exchange Offers to retail brokers that are appropriately designated by their Beneficial Holder clients to receive this fee, but only if the old notes for each applicable series that are tendered by or for that Beneficial Holder have an aggregate U.S. dollar equivalent principal amount of $250,000 or less. Soliciting dealer fees will only be paid to retail brokers upon consummation of the Exchange Offers. No soliciting dealer fees will be paid if the Exchange Offers are not consummated, and such fee will be payable thereafter upon request by the soliciting dealers and presentation of such supporting documentation of GM may reasonably request. In addition, we will pay brokerage houses and other custodians, nominees and fiduciaries their reasonable out-of-pocket expenses incurred in connection with forwarding copies of the Offer Documents and related documents to the beneficial owners of old notes and in connection with handling or forwarding tenders for exchange and payment. We will pay or cause to be paid any transfer taxes applicable to the tender of old notes. You must return the Soliciting Dealer Form set forth on Annex B hereto to the Exchange Agent to receive the soliciting dealer fee.

Any inquiries you may have with respect to Exchange Offers or Consent Solicitations, or requests for additional copies of the enclosed materials or the Letter of Transmittal, should be directed to D.F. King & Co., Inc., the Solicitation and Information Agent for the Exchange Offers, at their New York office telephonically at (212) 269-5550 (collect), toll free at (800) 769-7666 or by facsimile at (212) 809-8838 or, at their London office telephonically at +44 20 7920 9700 (collect), toll free at 00 800 5464 5464 or by facsimile at 20 7588 7300 or in each case through email at gm@dfking.com.

Please refer to "The Exchange Offers and Consent Solicitation—Procedures for Tendering Old Notes" in the U.S. Prospectus for a description of the procedures which must be followed to tender old notes in the Exchange Offers and participate in the Consent Solicitations.

Very truly yours,

General Motors Corporation

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS THE AGENT OF GM OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR TO MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE EXCHANGE OFFERS OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.**

Enclosures

**Annex A**

The table below identifies the corresponding CUSIP/ISIN, outstanding principal amount and applicable debt instrument governing each series of old notes subject to the Exchange Offers and Consent Solicitations.

| Series of Old Notes | | | |
|---|---|---|---|
| **CUSIP /ISIN** | **Outstanding Principal Amount (1)** | **Title of Old Notes to be Tendered** | **Applicable Debt Instrument (2)** |
| | | ***USD Old Notes*** | |
| 370442691 | USD 1,001,600,875 | 1.50% Series D Convertible Senior Debentures due June 1, 2009 | 1995 Indenture |
| 370442BB0 | USD 1,500,000,000 | 7.20% Notes due January 15, 2011 | 1995 Indenture |
| 37045EAS7 | USD 48,175,000 | 9.45% Medium-Term Notes due November 1, 2011 | 1990 Indenture |
| 370442BS3 | USD 1,000,000,000 | 7.125% Senior Notes due July 15, 2013 | 1995 Indenture |
| 370442AU9 | USD 500,000,000 | 7.70% Debentures due April 15, 2016 | 1995 Indenture |
| 370442AJ4 | USD 524,795,000 | 8.80% Notes due March 1, 2021 | 1990 Indenture |
| 37045EAG3 | USD 15,000,000 | 9.4% Medium-Term Notes due July 15, 2021 | 1990 Indenture |
| 370442AN5 | USD 299,795,000 | 9.40% Debentures due July 15, 2021 | 1990 Indenture |
| 370442BW4 | USD 1,250,000,000 | 8.25% Senior Debentures due July 15, 2023 | 1995 Indenture |
| 370442AV7 | USD 400,000,000 | 8.10% Debentures due June 15, 2024 | 1995 Indenture |
| 370442AR6 | USD 500,000,000 | 7.40% Debentures due September 1, 2025 | 1990 Indenture |
| 370442AZ8 | USD 600,000,000 | 6 3/4% Debentures due May 1, 2028 | 1995 Indenture |
| 370442741 | USD 39,422,775 | 4.50% Series A Convertible Senior Debentures due March 6, 2032 | 1995 Indenture |
| 370442733 | USD 2,600,000,000 | 5.25% Series B Convertible Senior Debentures due March 6, 2032 | 1995 Indenture |
| 370442717 | USD 4,300,000,000 | 6.25% Series C Convertible Senior Debentures due July 15, 2033 | 1995 Indenture |
| 370442BT1 | USD 3,000,000,000 | 8.375% Senior Debentures due July 15, 2033 | 1995 Indenture |
| 370442AT2 | USD 377,377,000(1) | 7.75% Discount Debentures due March 15, 2036 | 1995 Indenture |
| 370442816 | USD 575,000,000 | 7.25% Quarterly Interest Bonds due April 15, 2041 | 1995 Indenture |
| 370442774 | USD 718,750,000 | 7.25% Senior Notes due July 15, 2041 | 1995 Indenture |
| 370442121 | USD 720,000,000 | 7.5% Senior Notes due July 1, 2044 | 1995 Indenture |
| 370442725 | USD 1,115,000,000 | 7.375% Senior Notes due May 15, 2048 | 1995 Indenture |
| 370442BQ7 | USD 425,000,000 | 7.375% Senior Notes due May 23, 2048 | 1995 Indenture |
| 370442766 | USD 690,000,000 | 7.375% Senior Notes due October 1, 2051 | 1995 Indenture |
| 370442758 | USD 875,000,000 | 7.25% Senior Notes due February 15, 2052 | 1995 Indenture |

| Series of Old Notes | | | |
|---|---|---|---|
| **CUSIP /ISIN** | **Outstanding Principal Amount (1)** | **Title of Old Notes to be Tendered** | **Applicable Debt Instrument (2)** |
| | | ***Euro Old Notes*** | |
| XS0171942757 | EUR 1,000,000,000 | 7.25% Notes due July 3, 2013 | July 3, 2003 FPAA |
| XS0171943649 | EUR 1,500,000,000 | 8.375% Notes due July 5, 2033 | July 3, 2003 FPAA |
| | | ***Old GM Nova Scotia Notes*** | |
| XS0171922643 | GBP 350,000,000 | 8.375% Guaranteed Notes due December 7, 2015 | July 10, 2003 FPAA |
| XS0171908063 | GBP 250,000,000 | 8.875% Guaranteed Notes due July 10, 2023 | July 10, 2003 FPAA |

(1) Represents the principal amount at maturity. The exchange consideration offered to holders of discount notes will be based on the accreted value thereof as of the settlement date. As of June 30, 2009, the accreted value of the discount notes will be $568.94 per $1,000 principal amount at maturity thereof.

(2) The debt instruments governing the old notes are the (a) Indenture dated as of November 15, 1990 between GM and Wilmington Trust Company, as Successor Trustee (the "1990 Indenture"); (b) Indenture dated as of December 7, 1995 between GM and Wilmington Trust Company, as Successor Trustee (the "1995 Indenture"); (c) Fiscal and Paying Agency Agreement dated as of July 3, 2003 among GM, Deutsche Bank AG London and Banque Générale du Luxembourg S.A. (the "July 3, 2003 FPAA"); and (d) Fiscal and Paying Agency Agreement dated as of July 10, 2003 among General Motors Nova Scotia Finance Company, GM, Deutsche Bank Luxembourg S.A. and Banque Générale du Luxembourg S.A. (the "July 10, 2003 FPAA"), in each case as amended or supplemented prior to the date of this U.S. Prospectus.

**Annex B**

**SOLICITING DEALER FORM**

As described in the U.S. Prospectus, General Motors will pay a soliciting dealer fee of $5.00 for each 1,000 U.S. dollar equivalent principal amount of old notes that are validly tendered and accepted for purchase pursuant to the applicable exchange offer to retail brokers that are appropriately designated by their clients to receive this fee, but only for old notes tendered by or for a beneficial owner if the old notes for each applicable series tendered by or for that beneficial owner have an aggregate U.S. dollar equivalent principal amount of $250,000 or less. In order to be eligible to receive the soliciting dealer fee, this Soliciting Dealer Form, properly completed, must be received by the Exchange Agent at or prior to the Expiration Date applicable to such old notes. General Motors shall, in its sole discretion, determine whether a broker has satisfied the criteria for receiving a soliciting dealer fee (including, without limitation, the submission of the appropriate documentation without defects or irregularities and in respect of bona fide tenders). General Motors will pay soliciting dealer fees promptly after the Settlement Date applicable to such old notes. Tendering holders are not obligated to pay brokerage fees or commissions to the Dealer Manager, the Exchange Agent, the Solicitation and Information Agent or General Motors.

**NAME AND ADDRESS OF BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR ANY OTHER ELIGIBLE RECIPIENT THAT SOLICITED INSTRUCTIONS TO SUBMIT**

Name of Firm _____
(Please Print)

Attention of Individual at Firm _____
(Please Print)

Address: (Street) _____

(City, State/ Province/Region and Zip /Postal Code) _____

_____

(Country) _____

Telephone Number _____

If payment of the soliciting dealer fee is to be made by wire transfer, include wire transfer instructions below:

Bank Name: _____ ABA#: _____

Account Name: _____ _____ Account#: _____

**Beneficial Owners tendering not more than 250,000 U.S. dollar equivalent principal amount for each applicable series of Old Notes**

| Beneficial Owners | Transaction Code Reference Number | Title of Old Notes Tendered | Aggregate Principal Amount Participating |
|---|---|---|---|
| Beneficial Owner #1 | | | |
| Beneficial Owner #2 | | | |
| Beneficial Owner #3 | | | |
| Beneficial Owner #4 | | | |
| Beneficial Owner #5 | | | |
| Beneficial Owner #6 | | | |

**(Attach additional list, if necessary and affix the list to this Soliciting Dealer Form)**

**Aggregate Soliciting Dealer Fee: _____**

****

**RETURN THIS SOLICITING DEALER FORM TO THE EXCHANGE AGENT**

The acceptance of compensation by such soliciting dealer will constitute a representation by it that (a) it has complied with the applicable requirements of the Securities Exchange Act of 1934, as amended, and the applicable rules and regulations thereunder, in connection with such solicitation; (b) it is entitled to such compensation for such solicitation under the terms and conditions of the exchange offers; (c) in soliciting a tender, it has used no solicitation materials other than those furnished by General Motors; and (d) if it is a foreign broker or dealer not eligible for membership in the Financial Institution Regulatory Authority ( "FINRA"), it has agreed to conform to the FINRA's Rules of Fair Practice in making solicitations.

**Letter to Clients**

# General Motors Corporation

**Exchange Offers and Consent Solicitations**

**Pursuant to the Prospectus dated April 27, 2009**

EACH OF THE EXCHANGE OFFERS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON MAY 26, 2009, UNLESS EXTENDED. WITH RESPECT TO ANY SERIES OF OLD NOTES, TENDERS MAY NOT BE WITHDRAWN AFTER 11:59 P.M., NEW YORK CITY TIME, ON MAY 26, 2009, EXCEPT IN LIMITED CIRCUMSTANCES AS SET FORTH IN THE APPLICABLE OFFER DOCUMENTS (AS DEFINED BELOW).

**April 27, 2009**

To Our Clients:

This letter relates to the offer by General Motors Corporation ( "GM") and General Motors Nova Scotia Finance Company (together with GM, "we," "our," "us" or the "issuers") to exchange (the "Exchange Offers") 225 shares of GM common stock for each 1,000 U.S. dollar equivalent of principal amount (or accreted value, if applicable) of each series of old notes set forth on Annex A hereto (the "old notes"), in accordance with and subject to the terms and conditions set forth in the prospectus dated April 27, 2009 as filed with the U.S Securities and Exchange Commission (the "U.S. Prospectus"), or in the case of holders located outside of the United States, in accordance with and subject to the terms and conditions set forth in a separate U.K. prospectus dated on or about April 27, 2009 as approved by the United Kingdom Listing Authority (the "U.K. Prospectus") or a separate Canadian offering memorandum dated April 27, 2009 (the "Canadian Offering Memorandum"), as applicable, copies of which accompany this letter, and the letter of transmittal (as each may be amended or supplemented from time to time) (collectively, the "Offer Documents"). Certain terms used and not defined herein shall have the respective meanings ascribed to them in the U.S. Prospectus.

In addition, (a) GM will pay, in cash, accrued interest on old GM notes, other than the discount notes, and (b) GM Nova Scotia will pay, in cash, accrued interest on the old GM Nova Scotia notes, in each case, from and including the most recent interest payment date to, but not including, the settlement date.

Concurrently with the exchange offers, we are soliciting consents (the "Consent Solicitations") from the holders of old notes to amend (the "Proposed Amendments") the terms of the debt instruments that govern each series of old notes. Under these proposed amendments (a) the material covenants and events of default other than the obligation to pay principal and interest on the old notes would be removed and (b) an early call option would be added in each series of non-USD old notes (as defined below), which we would exercise to redeem any non-tendered non-USD old notes for the exchange consideration offered pursuant to the Exchange Offers (*i.e.*, 225 shares of GM common stock per 1,000 U.S. dollar equivalent of principal amount of non-USD old notes). Except for holders who tender non-USD old notes prior to the date on which the registration statement of which the U.S. Prospectus forms a part is declared effective, holders may not tender their old notes pursuant to the Exchange Offers without delivering consents to the Proposed Amendments, and holders may not deliver consents to the Proposed Amendments pursuant to the Consent Solicitations without tendering their old notes.

This material is being forwarded to you as the beneficial owner of the old notes held by us for your account but not registered in your name. A TENDER OF SUCH OLD NOTES MAY ONLY BE MADE BY US AS A PARTICIPANT IN THE DEPOSITORY TRUST COMPANY PURSUANT TO YOUR INSTRUCTIONS.

Accordingly, we request instructions as to whether you wish us to tender on your behalf the old notes held by us for your account and consent to the Proposed Amendments applicable to such old notes, pursuant to the terms and conditions set forth in the enclosed Offer Documents. You may only tender your old notes by book-entry transfer of the old notes into the exchange agent's account at The Depository Trust Company. We urge you

to read carefully the applicable Offer Documents, including the documents incorporated by reference therein, and the related letter of transmittal before instructing us to tender your old notes. IF YOU ARE NOT A RESIDENT IN THE UNITED STATES, YOU MAY ONLY PARTICIPATE IN THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS (1) IF YOU ARE A "NON-U.S. QUALIFIED OFFEREE" (AS DEFINED IN THE U.S. PROSPECTUS) AND (2) (A) IF YOU ARE RESIDENT IN CANADA, PURSUANT TO THE CANADIAN OFFERING MEMORANDUM OR (B) IF YOU ARE RESIDENT OUTSIDE OF THE UNITED STATES AND CANADA, PURSUANT TO THE U.K. PROSPECTUS. Copies of the relevant Offer Documents (including the related letter of transmittal) may be requested directly from D.F. King & Co., Inc. at their New York office at (800) 769-7666 (toll-free) or (212) 269-5550 (collect) or, at their London office at 00 800 5464 5464 (toll free) or +44 20 7920 9700 (collect) or in each case through email at gm@dfking.com.

Your instructions should be returned to us as promptly as possible in order to permit us to tender the old notes on your behalf in accordance with the provisions of the Exchange Offers and Consent Solicitations. The Exchange Offers and Consent Solicitations will expire at 11:59 p.m., New York City time, on May 26, 2009, unless extended. Any old notes tendered pursuant to the Exchange Offers may be withdrawn at any time before 11:59 p.m., New York City time, on May 26, 2009.

Your attention is directed to the following:

1. The Exchange Offers are for any and all old notes.

2. The Exchange Offers are subject to certain conditions. See the section of the U.S. Prospectus captioned "The Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers."

3. GM will pay or cause to be paid any transfer taxes incident to the transfer of the old notes to GM.

4. Each holder who tenders old notes in the Exchange Offers will be deemed to have consented to the Proposed Amendments in respect of the debt instruments governing their old notes, except that if a holder tenders non-USD old notes prior to the date on which the registration statement of which the U.S. Prospectus forms a part is declared effective, then the holder will not be deemed to have consented to the Proposed Amendments with respect to such non-USD old notes. Except for holders of non-USD old notes who tender such old notes prior to the date on which the registration statement of which the U.S. Prospectus forms a part is declared effective, holders may not tender their old notes in the Exchange Offers without delivering consents to the Proposed Amendments, and holders may not deliver consents to the Proposed Amendments pursuant to the Consent Solicitations without tendering their old notes.

5. In the case of a holder resident in Canada, you must complete and deliver to us with your instructions the section of this notice titled "Part B—Canadian Residents".

If you wish to have us tender your old notes and consent to the Proposed Amendments applicable to such old notes, please so instruct us by completing, executing and returning to us the instruction form on the back of this letter.

Very truly yours,

**SOLICITING DEALER FEE**

**NAME AND ADDRESS OF BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER ELIGIBLE RECIPIENT THAT SOLICITED INSTRUCTIONS TO SUBMIT**

If you are a retail beneficial owner (i.e., you hold less than the U.S. dollar equivalent of $250,000 of a particular series of old notes), you may designate the broker, dealer, commercial bank, trust company or any other eligible recipient that solicited your submission so that, in the event the exchange offers are successful, such entity may receive a soliciting dealer fee equal to $5.00 for each 1,000 U.S. dollar equivalent principal amount of old notes that are validly tendered and accepted for purchase pursuant to the exchange offers. Please complete the information below and send your completed instruction letter to your broker, dealer, commercial bank, trust company or any other eligible recipient that solicited your submission, so that they can provide confirmation of their eligibility for the soliciting dealer fee to GM.

Name of Firm _____

(Please Print)

Name of Individual at Firm, if known _____

Address _____

_____

(Include Zip Code)

****

**RETURN THIS PAGE TO YOUR SECURITIES INTERMEDIARY**

**INSTRUCTIONS TO THE DEPOSITORY TRUST COMPANY PARTICIPANT**

The undersigned acknowledge(s) receipt of your letter relating to the Exchange Offers and Consent Solicitations with respect to the old notes.

This will instruct you to tender the aggregate principal amount at maturity of old notes indicated below held by you or for the account or benefit of the undersigned (or, if no amount is indicated below, for all of the aggregate principal amount at maturity of old notes held by you for the account or benefit of the undersigned) upon the terms and subject to the conditions set forth in the Offer Documents.

**PART A—DESCRIPTION OF OLD NOTES TENDERED**

☐ Please do not tender any old notes held by you for my account.

☐ Please tender the old notes held by you for my account as indicated below:

| Old Notes | CUSIP/ISIN | Amount of Old Notes to be Tendered |
|---|---|---|
| 1.50% Series D Convertible Senior Debentures due June 1, 2009 | 370442691 | |
| 7.20% Notes due January 15, 2011 | 370442BB0 | |
| 9.45% Medium-Term Notes due November 1, 2011 | 37045EAS7 | |
| 7.125% Senior Notes due July 15, 2013 | 370442BS3 | |
| 7.70% Debentures due April 15, 2016 | 370442AU9 | |
| 8.80% Notes due March 1, 2021 | 370442AJ4 | |
| 9.4% Medium-Term Notes due July 15, 2021 | 37045EAG3 | |
| 9.40% Debentures due July 15, 2021 | 370442AN5 | |
| 8.25% Senior Debentures due July 15, 2023 | 370442BW4 | |
| 8.10% Debentures due June 15, 2024 | 370442AV7 | |
| 7.40% Debentures due September 1, 2025 | 370442AR6 | |
| 6 3/4% Debentures due May 1, 2028 | 370442AZ8 | |
| 4.50% Series A Convertible Senior Debentures due March 6, 2032 | 370442741 | |
| 5.25% Series B Convertible Senior Debentures due March 6, 2032 | 370442733 | |
| 6.25% Series C Convertible Senior Debentures due July 15, 2033 | 370442717 | |
| 8.375% Senior Debentures due July 15, 2033 | 370442BT1 | |
| 7.75% Discount Debentures due March 15, 2036 | 370442AT2 | |
| 7.25% Quarterly Interest Bonds due April 15, 2041 | 370442816 | |
| 7.25% Senior Notes due July 15, 2041 | 370442774 | |
| 7.5% Senior Notes due July 1, 2044 | 370442121 | |
| 7.375% Senior Notes due May 15, 2048 | 370442725 | |
| 7.375% Senior Notes due May 23, 2048 | 370442BQ7 | |
| 7.375% Senior Notes due October 1, 2051 | 370442766 | |
| 7.25% Senior Notes due February 15, 2052 | 370442758 | |

**PART B—CANADIAN RESIDENTS ONLY**

If the undersigned is a Canadian resident, the undersigned must also complete the following:

1. The undersigned is resident in or subject to the laws of the province of ***(check only one)***:

| | | | | | |
|---|---|---|---|---|---|
| ☐ | British Columbia | ☐ | Alberta | ☐ | Saskatchewan |
| ☐ | Manitoba | ☐ | Ontario | ☐ | Québec |
| ☐ | New Brunswick | ☐ | Prince Edward Island | ☐ | Nova Scotia |
| ☐ | Newfoundland and Labrador | ☐ | Yukon Territory | ☐ | Northwest Territories |
| ☐ | Nunavut | | | | |

2. With respect to old notes other than convertible old notes, the undersigned is an "accredited investor" as defined in Section 1.1. of National Instrument 45-106—*Prospectus and Registration Exemptions* by virtue of satisfying the applicable criteria indicated in Annex B attached hereto (***check appropriate box in Annex B***).

**ALL HOLDERS, PLEASE COMPLETE THE FOLLOWING:**

Dated:_____, 2009

Signature(s): _____

Print Name(s) and Title here: _____

Print Address(es): _____

(Include Zip Code)

Area Code and Telephone Number(s): _____

Tax Identification or Social Security Number(s): _____

**None of the old notes held by us for your account will be tendered and no consent will be given in respect of the Proposed Amendments unless we receive written instructions from you to do so. Unless a specific contrary instruction is given in the space provided, your signature(s) hereon shall constitute an instruction to us to tender all the old notes held by us for your account.**

**Annex A**

The table below identifies the corresponding CUSIP/ISIN, outstanding principal amount and applicable debt instrument governing each series of old notes subject to the Exchange Offers.

| Series of Old Notes | | | |
|---|---|---|---|
| **CUSIP /ISIN** | **Outstanding Principal Amount (1)** | **Title of Old Notes to be Tendered** | **Applicable Debt Instrument (2)** |
| | | ***USD Old Notes*** | |
| 370442691 | USD 1,001,600,875 | 1.50% Series D Convertible Senior Debentures due June 1, 2009 | 1995 Indenture |
| 370442BB0 | USD 1,500,000,000 | 7.20% Notes due January 15, 2011 | 1995 Indenture |
| 37045EAS7 | USD 48,175,000 | 9.45% Medium-Term Notes due November 1, 2011 | 1990 Indenture |
| 370442BS3 | USD 1,000,000,000 | 7.125% Senior Notes due July 15, 2013 | 1995 Indenture |
| 370442AU9 | USD 500,000,000 | 7.70% Debentures due April 15, 2016 | 1995 Indenture |
| 370442AJ4 | USD 524,795,000 | 8.80% Notes due March 1, 2021 | 1990 Indenture |
| 37045EAG3 | USD 15,000,000 | 9.4% Medium-Term Notes due July 15, 2021 | 1990 Indenture |
| 370442AN5 | USD 299,795,000 | 9.40% Debentures due July 15, 2021 | 1990 Indenture |
| 370442BW4 | USD 1,250,000,000 | 8.25% Senior Debentures due July 15, 2023 | 1995 Indenture |
| 370442AV7 | USD 400,000,000 | 8.10% Debentures due June 15, 2024 | 1995 Indenture |
| 370442AR6 | USD 500,000,000 | 7.40% Debentures due September 1, 2025 | 1990 Indenture |
| 370442AZ8 | USD 600,000,000 | 6 3/4% Debentures due May 1, 2028 | 1995 Indenture |
| 370442741 | USD 39,422,775 | 4.50% Series A Convertible Senior Debentures due March 6, 2032 | 1995 Indenture |
| 370442733 | USD 2,600,000,000 | 5.25% Series B Convertible Senior Debentures due March 6, 2032 | 1995 Indenture |
| 370442717 | USD 4,300,000,000 | 6.25% Series C Convertible Senior Debentures due July 15, 2033 | 1995 Indenture |
| 370442BT1 | USD 3,000,000,000 | 8.375% Senior Debentures due July 15, 2033 | 1995 Indenture |
| 370442AT2 | USD 377,377,000(1) | 7.75% Discount Debentures due March 15, 2036 | 1995 Indenture |
| 370442816 | USD 575,000,000 | 7.25% Quarterly Interest Bonds due April 15, 2041 | 1995 Indenture |
| 370442774 | USD 718,750,000 | 7.25% Senior Notes due July 15, 2041 | 1995 Indenture |
| 370442121 | USD 720,000,000 | 7.5% Senior Notes due July 1, 2044 | 1995 Indenture |
| 370442725 | USD 1,115,000,000 | 7.375% Senior Notes due May 15, 2048 | 1995 Indenture |
| 370442BQ7 | USD 425,000,000 | 7.375% Senior Notes due May 23, 2048 | 1995 Indenture |
| 370442766 | USD 690,000,000 | 7.375% Senior Notes due October 1, 2051 | 1995 Indenture |
| 370442758 | USD 875,000,000 | 7.25% Senior Notes due February 15, 2052 | 1995 Indenture |

| Series of Old Notes | | | |
|---|---|---|---|
| **CUSIP /ISIN** | **Outstanding Principal Amount (1)** | **Title of Old Notes to be Tendered** | **Applicable Debt Instrument (2)** |
| | | ***Euro Old Notes*** | |
| XS0171942757 | EUR 1,000,000,000 | 7.25% Notes due July 3, 2013 | July 3, 2003 FPAA |
| XS0171943649 | EUR 1,500,000,000 | 8.375% Notes due July 5, 2033 | July 3, 2003 FPAA |
| | | ***Old GM Nova Scotia Notes*** | |
| XS0171922643 | GBP 350,000,000 | 8.375% Guaranteed Notes due December 7, 2015 | July 10, 2003 FPAA |
| XS0171908063 | GBP 250,000,000 | 8.875% Guaranteed Notes due July 10, 2023 | July 10, 2003 FPAA |

(1) Represents the principal amount at maturity. The exchange consideration offered to holders of discount notes will be based on the accreted value thereof as of the settlement date. As of June 30, 2009, the accreted value of the discount notes will be $568.94 per $1,000 principal amount of maturity thereof.

(2) The debt instruments governing the old notes are the (a) Indenture dated as of November 15, 1990 between GM and Wilmington Trust Company, as Successor Trustee (the "1990 Indenture"); (b) Indenture dated as of December 7, 1995 between GM and Wilmington Trust Company, as Successor Trustee (the "1995 Indenture"); (c) Fiscal and Paying Agency Agreement dated as of July 3, 2003 among GM, Deutsche Bank AG London and Banque Générale du Luxembourg S.A. (the "July 3, 2003 FPAA"); and (d) Fiscal and Paying Agency Agreement dated as of July 10, 2003 among General Motors Nova Scotia Finance Company, GM, Deutsche Bank Luxembourg S.A. and Banque Générale du Luxembourg S.A. (the "July 10, 2003 FPAA"), in each case as amended or supplemented prior to the date of this U.S. Prospectus.

**ANNEX B—"ACCREDITED INVESTORS" IN CANADA**

With respect to old notes other than convertible old notes, the undersigned is an "accredited investor" as defined in Section 1.1. of National Instrument 45-106—*Prospectus and Registration Exemptions* by virtue of indicating the applicable criteria for qualifying as an "accredited investor" set forth below ***(check the appropriate box)***.

| | |
|---|---|
| ☐ | (a) a Canadian financial institution, or a Schedule III bank, |
| ☐ | (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada), |
| ☐ | (c) a subsidiary of anyperson referred to in paragraphs (a) or (b), if theperson owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary, |
| ☐ | (d) aperson registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than aperson registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador), |
| ☐ | (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of aperson referred to in paragraph (d), |
| ☐ | (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada, |
| ☐ | (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec, |
| ☐ | (h) any national, federal, state, provincial, territorial or municipal government of or in any jurisdiction other than Canada or a province or territory of Canada, or any agency of that government, |
| ☐ | (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada, |
| ☐ | (j) an individual who, either alone or with aspouse, beneficially owns, directly or indirectly,financial assets having an aggregate realizable value that before taxes, but net of anyrelated liabilities, exceeds C$1,000,000, |
| ☐ | (k) an individual whose net income before taxes exceeded C$200,000 in each of the two (2) most recent calendar years or whose net income before taxes combined with that of aspouse exceeded C$300,000 in each of the two (2) most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, |
| ☐ | (l) an individual who, either alone or with aspouse, has net assets of at least C$5,000,000, |
| ☐ | (m) aperson, other than an individual or investment fund, that has net assets of at least C$5,000,000 as shown on its most recently prepared financial statements and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (m), |
| ☐ | (n) an investment fund that distributes or has distributed its securities only to:<br>(i) aperson that is or was an accredited investor at the time of the distribution,<br>(ii) aperson that acquires or acquired securities in the circumstances referred to in sections 2.10 *[minimum amount investment exemption]* of NI 45-106, and 2.19 *[additional investment in investment funds exemption]* of NI 45-106, or<br>(iii) aperson described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 *[investment fund reinvestment exemption]* of NI 45-106, |

| | |
|---|---|
| ☐ | (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt, |
| ☐ | (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a jurisdiction other than Canada or a province or territory of Canada, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be, |
| ☐ | (q) aperson acting on behalf of afully managed account managed by that person, if thatperson:<br>(i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a jurisdiction other than Canada or a province or territory of Canada, and<br>(ii) in Ontario, is purchasing a security that is not a security of an investment fund, |
| ☐ | (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded, |
| ☐ | (s) an entity organized in a jurisdiction other than Canada or a province or territory of Canada that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function, |
| ☐ | (t) aperson in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, arepersons that are accredited investors, |
| ☐ | (u) an investment fund that is advised by aperson registered as an adviser or aperson that is exempt from registration as an adviser, or |
| ☐ | (v) aperson that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as<br>(i) an accredited investor, or<br>(ii) an exempt purchaser in Alberta or British Columbia. |

**DEFINITIONS**

"**financial assets**" means

(a) cash,

(b) securities, or

(c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

"**fully managed account**" means an account of a client for which aperson makes the investment decisions if thatperson has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;

"**person**" includes

(a) an individual,

(b) a corporation,

(c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and

(d) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

"**related liabilities**" means

(a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership offinancial assets, or

(b) liabilities that are secured byfinancial assets;

"**spouse**" means, an individual who,

(a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,

(b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or

(c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).