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FORM A

2009 SPECIAL ATTRITION PROGRAM – PHASE II

I have evaluated the options currently available under the GM-UAW National – Agreement and the Memorandum of Understanding – 2009 Special Attrition Program – Phase II – dated May 16, 2009 governing the attrition of employees from GM. I have marked the option of my preference and understand that I must meet all eligibility conditions of the Option in order to receive it. I understand that I may elect only one Option.

Check One:

1. Retire effective August 1, 2009 (or immediately retire on the first day of the month when I first become eligible between September 1 and December 31, 2009) under the Normal or Voluntary provisions of the 2007 GM-UAW Pension Plan. I understand that under this option I will receive a \$25,000 vehicle voucher (less applicable taxes) and a cash payment (less applicable taxes) as follows:
- Production Classification Employee: \$20,000
 - Skilled Trades Classification Employee: \$45,000

2. Retire effective August 1, 2009 under the provisions of the Diana D. Tremblay letter dated May 16, 2009 regarding Mutually Satisfactory Retirements for GM-UAW plants.

3. Accept the Pre-retirement Program effective August 1, 2009. While on the Pre-retirement Program, I understand that I will receive gross monthly pay while in the program as follows:

<u>Years of Credited Service</u>	<u>Monthly Gross Pay</u>
29	\$2900
28	\$2850

I further understand that I must retire the first of the month following the month that I attain 30 years of credited service under the 30 and out provisions of the GM-UAW Hourly Pension Plan in effect at the time of retirement without any additional incentive. I understand that wages will be paid weekly on an hourly basis (2,080 hours per year) and will remain at that rate until 30 years of credited service is accrued. I also understand that no additional vacation time will accrue, no holiday pay, COLA, general wage increases, overtime or shift premiums or other similar items will apply. I also understand that my Benefit Class Code will be the code applicable at the time I entered the Pre-retirement Program.

4. Voluntarily Quit GM effective August 1, 2009 and relinquish all seniority and rights under GM benefit plans (other than vested pension benefits). I understand under this option I will receive a \$25,000 vehicle voucher (less applicable taxes) and a cash payment (less applicable taxes) based on seniority or credited service (whichever is greater) as of August 1, 2009 as follows:

<u>Years of Seniority or Credited Service</u>	<u>Lump Sum</u>
Less than 10	\$ 45,000
10 years and less than 20 years	\$ 80,000
20 or more	\$115,000

I understand that I will not be eligible for pension supplements, post-employment life insurance, or post-employment health care coverage or contributions from GM or from a VEBA that is intended to be established consistent with other agreements between GM and the UAW, or any other benefit or compensation from GM.

I acknowledge the options available to me are determined solely by the written provisions of the Memorandum of Understanding – 2009 Special Attrition Program – Phase II, the 2007 GM-UAW National Agreement, the 2007 GM-UAW Pension Plan and other applicable benefit programs. I understand that execution of the Special Attrition Program Conditions of Participation Release Form is a condition of my participation. I acknowledge no prior representations, promises or agreements relating to my employment, separation from service, or retirement have been made by GM or the UAW which are contrary to this document and the Memorandum of Understanding. I further acknowledge that my selection is irrevocable.

I understand that GM and the UAW may be considering and in the future may agree to amend the 2007 GM-UAW National Agreement, the Memorandum of Understanding, this Special Attrition Program and GM's benefit plans and make available different redeployment, job security, retirement or separation benefits for which I will not be eligible.

I have carefully read this Agreement, understand it, and elect to leave my employment with GM under the marked option.

Name: _____ Signed: _____
(Please Print)

GMIN or SS.No: _____ Dated: _____

Witness: _____

FORM B

2009 SPECIAL ATTRITION PROGRAM – PHASE II CONDITIONS OF PARTICIPATION RELEASE FORM

General Motors Corporation (“GM”) has discussed with me the option of separating from employment under the separation options of the 2009 Special Attrition Program – Phase II (herein after referred to as Special Attrition Program) for my facility as negotiated by GM and the International Union, UAW (“UAW”). I have evaluated the benefits and options made available to me and have decided to separate from employment under the option that I have checked on the Special Attrition Program form for my facility. My separation will be effective at the time called for in the option I have selected.

I acknowledge that the benefits provided to me under the option of the Special Attrition Program for my facility which I have selected are greater than the benefits to which I would otherwise be entitled and that such benefit package is available only under the terms of the Special Attrition Program for my facility to those employees who meet all eligibility criteria for the option I have selected and who agree to separate on the applicable date.

Further, I acknowledge the benefits to which I am entitled are determined solely by the written provisions of the Special Attrition Program at my facility, the written provisions of the related GM-UAW Memorandum of Understanding governing the Special Attrition Program, the written provisions of the GM-UAW Pension Plan and the written provisions of other applicable benefit programs.

I understand that any payments or benefits provided under the Special Attrition Program will be subject to all applicable taxes.

I am satisfied with the terms of this separation and acknowledge I am voluntarily accepting it. This acceptance is not under duress and I am able to work and suffer from no disability that would preclude me from doing my regularly assigned job. As such, I acknowledge that I am not entitled to disability pay or benefits. I acknowledge no prior representations, promises or agreements relating to my employment and separation have been made by GM or the UAW which are contrary to this agreement and the provisions of the Special Attrition Program, and my acceptance constitutes the entire and only agreement between me and GM. I understand that I shall not be eligible for recall to work or re-employment by GM, Delphi, or any of their subsidiaries or any other entity in which the GM has an ownership interest.

I understand that GM and the UAW may be considering and in the future may agree to amend GM's benefit plans and make available different retirement, placement, or separation benefits for which I may not be eligible. Neither this agreement nor the provisions of the Special Attrition Program limit or in any way modify the provisions of any benefit plan (other than The Hourly-Rate Employees Pension Plan).

In consideration for participation in the Special Attrition Program, I hereby release and forever discharge GM, Delphi, the UAW and their officers, directors, agents, employees, stockholders and employee benefit plans from all claims, demands and causes of action, (claims) known or unknown which I may have related to my employment or the cessation of my employment or denial of any employee benefit. This release specifically includes, without limitation, a release of any claims I may now have under The Employee Retirement Income Security Act of 1974 (ERISA); the Age Discrimination in Employment Act (ADEA), which prohibits discrimination based on age; Title VII of the Civil Rights Act of 1964 which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Equal Pay Act; state fair employment practices or civil rights laws; and any other federal, state or local laws or regulations, or any common law actions relating to employment or discrimination. This includes without limitation any claims for breach of employment contract, either express or implied, and wrongful discharge. This release does not waive claims that arise only after the execution of this release.

I acknowledge I have been given a period of forty-five (45) calendar days to review and consider this agreement before signing it. If I execute this agreement, I shall have a period of seven (7) calendar days to revoke, in writing, my acceptance and this agreement shall not be effective until expiration of this

seven (7) day period. I have also been advised to consult with an attorney, but understand whether or not I do so is my own decision. I understand that once the seven (7) day revocation period expires, my acceptance is irrevocable.

I acknowledge I have been informed in writing and in an understandable manner as to any class, unit, or group of individuals covered by the Special Attrition Program, any eligibility factors and time limits applicable to the Special Attrition Program, the job titles and ages of all individuals eligible or selected for the Special Attrition Program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the Special Attrition Program.

I have carefully read this agreement, and I understand and accept it.

Signed: _____ Dated: _____

Witness: _____

General Motors Corporation: _____

MEMORANDUM OF UNDERSTANDING 2009 SPECIAL ATTRITION PROGRAM Phase II

This Memorandum of Understanding governs the 2009 Special Attrition Program, Phase II.

1. The Corporation and International Union, UAW will jointly develop a communication plan designed to explain to employees their options agreed to in this Memorandum. This 2009 Special Attrition Program will be presented to all UAW represented employees at all Assembly, Stamping, Powertrain, Engineering, SPO and PPO facilities (with the exception of three locations noted below), no later than June 9, 2009. A maximum of 16,000 employees Corporate-wide will be eligible to participate in this program. In the event the requests to participate in the Program exceed the cap, employees from closed plants will have first priority followed by highest corporate seniority employees at all other plants.

2. Employees as of the date of this Memorandum will be given the opportunity to designate their choice within 45 calendar days from the date of the roll-out by selecting from the following options. Eligibility for any option that includes retirement is subject to the eligibility requirements for that retirement.

- a. Retire effective August 1, 2009 under the Normal or Voluntary provisions of the 2007 GM-UAW Hourly Pension Plan. Under this option, employees in production classifications, at the time of their election, will receive a Twenty Five Thousand Dollar (\$25,000) vehicle voucher (less applicable taxes) and a Twenty Thousand Dollar (\$20,000) cash payment (less applicable taxes). Employees in skilled trades classifications, at the time of their election, will receive a Twenty Five Thousand Dollar (\$25,000) vehicle voucher (less applicable taxes) and a Forty Five Thousand Dollar (\$45,000) cash payment (less applicable taxes). The vehicle voucher will be valid for a period of 18 months and is transferrable to a maximum of one individual.

For those employees who are not eligible to retire under the Normal or Voluntary provisions of the 2007 GM-UAW Hourly Pension Plan effective August 1, 2009, but who later will first become eligible between September 1 and December 31, 2009, such employees may also elect the Normal or Voluntary Retirement option and immediately retire on the first day of the month following their eligibility for retirement.

- b. Retire effective August 1, 2009 under the provisions of the Diana D. Tremblay letter dated May 16, 2009 regarding Mutually Satisfactory Retirements (50 years of age with at least 10 years of credited service).
- c. Any employee with at least 28 years and less than 30 years of credited service regardless of age will be eligible for special voluntary placement in a pre-retirement program under the following terms:
 - i. Employees electing this pre-retirement program must be eligible no later than August 1, 2009.
 - ii. Employees will retire without additional incentives when they first accrue 30 years of credited service under the provisions of the GM-UAW Hourly Pension Plan in effect at the time of retirement.
 - iii. The gross monthly wages while in the program will be:
 1. 29 years credited service as of August 1: \$2,900
 2. 28 years credited service as of August 1: \$2,850Wages will be paid weekly on an hourly basis (2080 hours per year) and will remain at that rate until 30 years of credited service is accrued.
- d. Voluntarily Quit General Motors effective August 1, 2009 and relinquish all seniority and rights under GM benefits plans (other than deferred vested pension benefits).

Under this option, at the time of their election, employees will receive a Twenty Five Thousand Dollar (\$25,000) vehicle voucher (less applicable taxes) and the following cash payment (less applicable taxes) dependent on seniority or credited service (whichever is greater) as of the effective date of the voluntary quit:

 - i. Less than 10 years: \$45,000

- ii. 10 years or more and less than 20 years: \$80,000
- iii. 20 or more years: \$115,000

The vehicle voucher will be valid for a period of 18 months and is transferrable to a maximum of one individual.

Employees electing this option will not be eligible for pension supplements, post-employment life insurance, or post-employment health care coverage or contributions from GM or from a VEBA that is intended to be established consistent with other agreements between GM and the UAW, or any other benefit or compensation from GM.

It is understood that those GM-UAW Plant employees who have elected to: (i) retire under option (a); (ii) retire as a Mutually Satisfactory Retirement under option (b); (iii) pre-retire under option (c), (iv) voluntarily quit under option (d); or (v) elected to not respond or fail to timely respond will not be eligible to exercise any other rights under this Memorandum or any letter of agreement referred to above.

The vehicle voucher amount and cash payment are taxable income to the employee and both are subject to all applicable taxes (i.e., federal, state, FICA and local). The voucher is taxable upon election of the authorization and the payment is taxable upon receipt.

Employees must utilize GM Family First (gmfamilyfirst.com) to obtain a vehicle voucher authorization number. The sale of any vehicle voucher authorization number via any public venue (i.e., newspaper, eBay) is prohibited.

Each employee of GM-UAW Plants will be required to sign the 2009 Special Attrition Program, GM-UAW Plants Conditions of Participation Release Form and all other applicable forms when making a selection under this Memorandum.

The parties understand that this Special Attrition Program will pull forward the normal timetable for attrition and therefore increase the near term annual cost of the VEBA. The parties agree to address this issue in the VEBA discussions.

The following employees are not eligible for the Special Attrition Program:

- Entry Level Employees
- Employees at Davison Road, Flint East and Needmore Road

Employees who participated in the April 1, 2009 Special Attrition Program and received a cash payment will receive an additional payment (less applicable taxes) equal to the net difference between the cash payments under this Program and the prior Program effective August 1, 2009. Additionally, employees participating in the April 1, 2009 Special Attrition Program will not be eligible for this 2009 Phase II Pre-Retirement Program or to change their SAP option.

Any issues arising during the implementation of this 2009 Special Attrition Program will be promptly addressed by the National Parties.

Whereas, the parties hereto have caused their names to be duly subscribed by their duly authorized officers and representatives this 16th day of May 2009.

INTERNATIONAL UNION, UAW

GENERAL MOTORS CORPORATION



May 16, 2009

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

Attention: Mr. Cal Rapson
Vice President and Director
General Motors Department

Dear Mr. Rapson:

During recent negotiations the parties agreed to provide mutually satisfactory retirements, as set forth in detail in the Memorandum of Understanding; 2009 Special Attrition Program - Phase II dated May 16, 2009.

Eligible employees at work at GM-UAW Plants who have attained age 50 with 10 or more years of credited service as of the day preceding the effective date of their retirement and who select the applicable Option and execute the required release will be offered a Mutually Satisfactory Retirement (MSR) under the GM-UAW Pension Plan.

In that regard, Article II, Section 2(b) of the GM-UAW Pension Plan, and the "Standards" attached to such Plan, shall be deemed to provide eligibility for MSR as early as age 50, solely for the otherwise eligible employees set forth immediately above.

Solely to implement the agreement described above; this letter of agreement constitutes an amendment to the GM-UAW Pension Plan and shall be construed and applied as it were therein incorporated. All employees retiring pursuant to this letter must sign the applicable Conditions of Participation Release Form.

Very truly yours,
GENERAL MOTORS CORPORATION

Diana D. Tremblay
Vice President

Accepted and Approved:

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

